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COPY



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

Regular Meeting—Wednesday, September 30, 1987

at 10:00 A.M.

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

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone.

Absent -- Aldermen Krystyniak, O'Connor, Orr.

Call To Order.

On Wednesday, September 30, 1987 at 10:37 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Harold Washington, Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Streeter, Jones, J. Evans, Garcia, Butler, Smith, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 32.

Quorum present.

Invocation.

Alderman Ed H. Smith (28th Ward) opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25,
SECTION 25.1-5 TO PROVIDE POST-DISCIPLINARY
ACTION HEARINGS FOR CAREER
SERVICE EMPLOYEES.

The Honorable Harold Washington, 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

September 30, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Personnel, I transmit herewith an ordinance amending Chapter 25.1-5 of the Municipal Code of Chicago to provide post-disciplinary action hearings to Career Service employees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF PROJECT AGREEMENT WITH STATE
OF ILLINOIS FOR IMPROVEMENT OF VARIOUS
SOO LINE RAILROAD COMPANY GRADE
CROSSINGS ON PORTIONS OF
WEST DIVISION
STREET.

The Honorable Harold Washington, 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

September 30, 1987.

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 a proposed ordinance approving execution of a project agreement with the State of Illinois for the improvement of various Soo Line Railroad Company grade crossings on Division Street at Cherry Street, at Hooker Street, at Hickory Street and at Halsted Street (formerly owned by the Milwaukee Road, Incorporated). [This project was originally authorized by the City Council on November 20, 1985, and appears on Council Journal pages 22650--22654.]

This Amendment would increase the total cost of the project from \$870,000 to \$1,050,000 based on updated estimates for this improvement. Funding will be provided by the Federal-Aid Urban Program with the Federal Government providing \$789,390 and the State providing the full local share of \$260,610.

Your favorable consideration of this ordinance will be appreciated.

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Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- EXECUTION OF PROJECT AGREEMENT WITH STATE
OF ILLINOIS FOR IMPROVEMENT OF SOUTH INDIANA
AVENUE BETWEEN EAST 63RD STREET AND
EAST 31ST STREET.

The Honorable Harold Washington, 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

September 30, 1987.

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 a proposed ordinance authorizing execution of a project agreement with the State of Illinois for the improvement of Indiana Avenue between 63rd Street and 31st Street. The funds are provided by the Interstate Substitution Program with the Federal Government providing \$2,401,250 and the State providing the full local share of \$423,750 for a total project cost of \$2,825,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- EXECUTION OF PROJECT AGREEMENT WITH STATE
OF ILLINOIS FOR IMPROVEMENT OF SOUTH CLARK
STREET BETWEEN WEST CULLERTON STREET
AND WEST 13TH STREET.

The Honorable Harold Washington, 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

September 30, 1987.

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 a proposed ordinance authorizing execution of a project agreement with the State of Illinois for the improvement of Clark Street between Cullerton Street and 13th Street. The funds are provided by the Interstate Substitution Program with the Federal Government providing \$1,572,500 and the State providing the full local share of \$277,500 for a total project cost of \$1,850,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that all those ordinances, etc. which were passed by the City Council on September 23, 1987, 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 September 30, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the recessed session held on September 23, 1987 of the regular meeting held on September 22, 1987, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

Miscellaneous Communications, Reports, Etc., Requiring Council Action (Transmitted To City Council By 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:

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

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

Bank and Trust Company of Arlington Heights, U/T No. 3786--to classify as a B4-4 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map No. 18-H bounded by

a line 299.57 feet north of and parallel to West 72nd Street; the alley next east of and parallel to South Western Avenue; West 72nd Street; and South Western Avenue.

Asphalt Recovery Systems, Incorporated--to classify as a Manufacturing Planned Development instead of an M2-2 General Manufacturing District the area shown on Map No. 12-G bounded by

a line 611.63 feet south of West 47th Street; a line 527.54 feet east of South Morgan Street; a line from a point 527.54 feet east of South Morgan Street and 821.80 feet south of West 47th Street to be connected by a 793.39 foot arc with a chord of 714.07 feet to a point 22.10 feet east of South Morgan Street and 1,327 feet south of West 47th Street; a line 1,327 feet south of West 47th Street; and South Morgan Street.

Department of Economic Development, City of Chicago--to classify as a C2-3 General Commercial District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-G bounded by

a line 100 feet south of West Madison Street; South Peoria Street; West Monroe Street; a line 125.99 feet west of South Peoria Street; a line 195.815 feet north of West Monroe Street; and South Sangamon Street.

Department of Economic Development, City of Chicago--to classify as a Communications Planned Development instead of C2-3 General Commercial and M1-3 Restricted Manufacturing Districts the area shown on Map No. 2-G at:

901--925 West Madison Street;

2-38 South Peoria Street;

1-17 South Sangamon Street; and

900--910 West Monroe Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allen Vera, Allstate Ins. Co. and Dr. Arturo Olivera, American Ambassador Cas. Co. and Robert White, Auto Experts Ins. and Reynaldo B. Leon and Joe Rabara;

Basri Sudiaman H., Bian Schong Shea, Boyd Shirley, Brown Emease;

Children's Apparel, Coppin Memorial A.M.E. Church;
Daniels Mark;
Fahlbusch Max;
Gonzalez Carmen;
Lee Jong Keum;
Miller Gregory, Moody Sanders, Moore Erskine C.;
Nelis Martin J.;
Potenzo Pamela;
Smith Henry, State Farm Ins. Co. and Kevin Kelly;
1301 North Greenview Partners;
United States Fidelity and Guaranty Co. and James Passarelli;
Wilkemeyer Robert J., Wilkins Clarence.

REPORTS OF COMMITTEES.

COMMITTEE ON AVIATION.

EXECUTION OF FRAGRANCE CONCESSION LICENSE AGREEMENT WITH SANDRA KAY, INCORPORATED, DOING BUSINESS AS "BATH & HALF" AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 30, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Mayor to execute a Fragrance Concession License Agreement between the City of Chicago and Sandra Kay, Incorporated d/b/a "Bath & Half" at Chicago O'Hare International Airport (which was referred on September 25, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 47.

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. That the Mayor, subject to attestation by the City Clerk, approved by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Bath and Fragrance Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Bath And Fragrance Concession License Agreement.

This Agreement made this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Sandra Kay Associates, Incorporated, an Illinois corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing terminal buildings and certain terminal concourses in which retail areas are located, known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that the Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part I--Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as the "Concession Operations Space") located on the Airport property to be used for the purpose of operating a Bath and Fragrance concession and for no other purpose:

Space No. B-14 consisting of 653 square feet, in Terminal Building 1 (Exhibits A and B); and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. BL-7, consisting of sixty-six (66) square feet in Terminal Building 1 (Exhibit C); and

all space as indicated on Exhibits A, B and C attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises").

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

- (a) The ninetieth (90th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of five (5) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor, therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1 (A), and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

- (a) Minimum Guarantee License Fee. An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of \$42,000.00 per annum for the period beginning on the Operation Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees (as hereinafter defined), but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than \$42,000.00 or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.
- (b) Percentage License Fee. A percentage license fee of 14% of the gross receipts per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the Fixed License Fee and one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual

"Statement of Sales and Fees" required by paragraph D of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. *Pro Rata* Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____ an _____ corporation, for the year ended _____ relating to the _____ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is inadequate, unqualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

*Section 4.**General Description Of The Concession.*

A. Merchandise. Licensee shall have the right to operate a Bath and Fragrance concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit D attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibits A and B. The remodeling or construction of concession operations areas is to begin within sixty (60) days after the Commencement Date and shall be completed within ninety (90) days after the Commencement Date. Failure to complete construction within said 90 day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits A and B as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Ninety-two and 00/00 Dollars (\$92.00) per square foot.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and

engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits A and B attached hereto, Licensor will provide the following improvements:

(1) Storefront:

Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be sliding tempered glass doors of the overhead track type. Frames and mullions shall have a 1-1/2 inch face dimension with an 8 inch high base. Vertical members shall be spaced according to a 5 feet - 0 module.

(2) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(3) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Facia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(4) Flooring:

Carpet in project standard pattern No. 2.

(5) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(6) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

(7) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

- (1) All improvements not provided by Licensor including, but not limited to, sales counters, display cabinets, interior partitions, enclosures, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and

subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.

- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensor, in the sum of Seventeen Thousand Five Hundred Dollars and 00/00 (\$17,500.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 999 Elmhurst Road, Suite C011, Mount Prospect, Illinois 60056 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II--General Provisions.

Section 8.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensors will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensors will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty-five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the

commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force

and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensors shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensors and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensors.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensors or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continued shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensors for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensors shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensors at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
City Hall--Room 501
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For the purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or

national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensors within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensors's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$15,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensors and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensors from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and

shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

Section 20.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 21.

Redelivery.

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

*Subject To Airline Agreements, Nondiscrimination And
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not 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 otherwise commit an unfair employment practice. Licensee 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will

be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no persons shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

- A. Event of Default. Licensee shall be in default under this Agreement if:
1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
 2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
 3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
 4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
 5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
 6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or

7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Section 3; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of lease termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized Advertising or Signage	18(F)	\$50.00

Violations	Section	Assessment
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signatures forms omitted for printing purposes.]

[Exhibits A, B, C and D printed on pages 4372
through 4388 of this Journal.]

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

EXECUTION OF BOOK/TAPE STORE CONCESSION LICENSE AGREEMENT
WITH BENJAMIN BOOKS, INCORPORATED AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 30, 1987.

To the President and Members of the City Council:

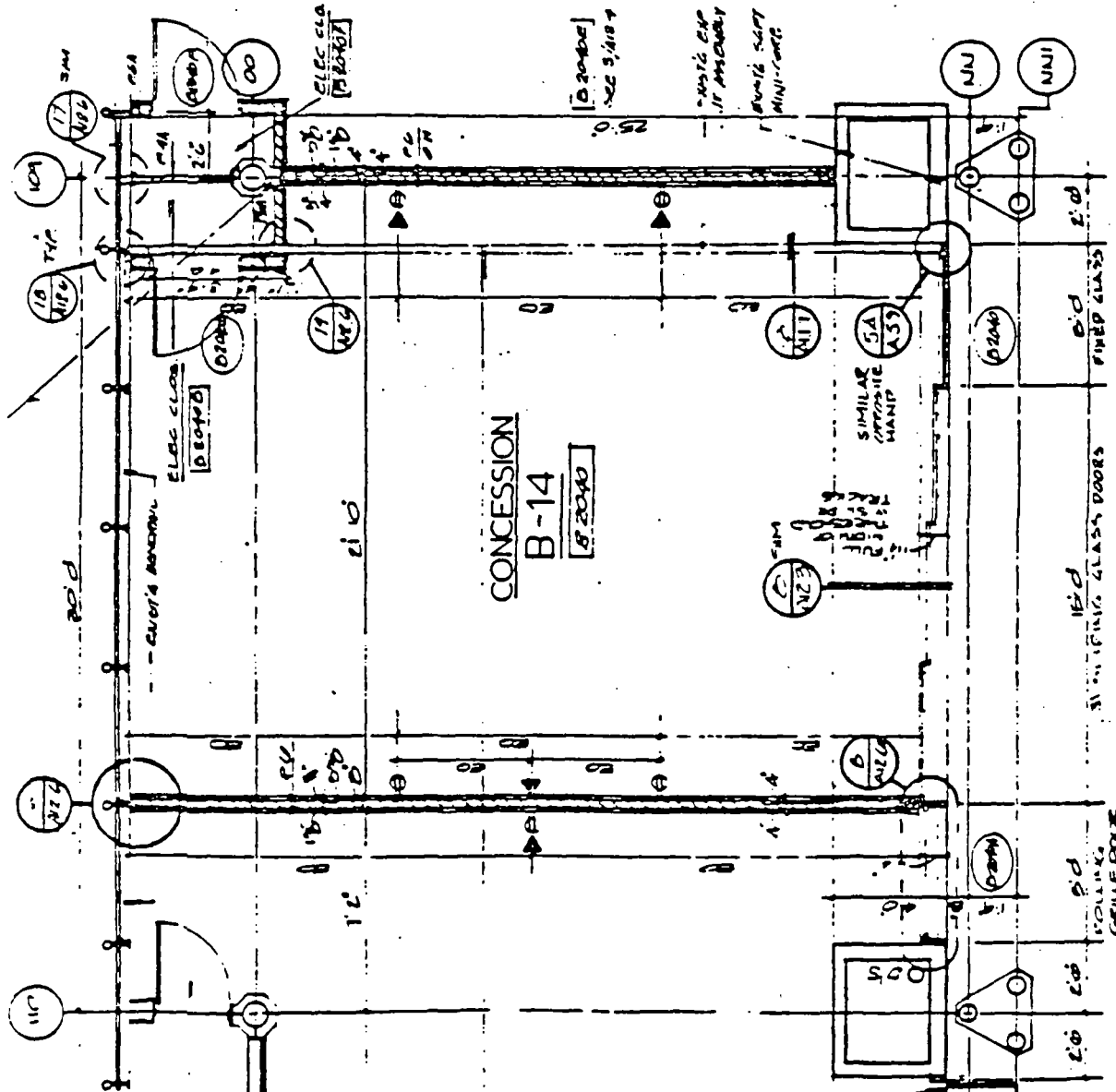
Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Mayor to execute a Book/Tape Store Concession License Agreement between the City of Chicago and Benjamin Books, Incorporated at Chicago O'Hare International Airport (which was referred on September 25, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

(Continued on page 4389)



O'WARE ASSOCIATES
DATE: 5-26-87
SK-052687-02

EXHIBIT-B

PLAN CONCESSION AREA B-14
SCALE: 3/16" = 1'-0"



*Exhibit "D".**Product List.**Basic Assortment.*

Crabtree and Evelyn

(A) Soap - 3 bar boxes

Retail

3660	Avocado	\$8.25
3652	Buttermilk	\$8.25
3655	Cucumber	\$8.25
3677	Goat Milk	\$8.25
3653	Lemon	\$8.25
3677	Goat Milk	\$8.25
3661	Lime	\$8.25
3650	Strawberry	\$8.25
3664	Honey	\$8.25
3763	Heart Shape	\$8.25
2952	Almond	\$8.25
3763	Heart Shape	\$8.25
3232	Millefleurs	\$8.25
3237	Jasmine	\$8.25
3666	Lily of the Valley	\$8.25
3659	Apricot	\$8.25
3658	Peach	\$8.25

3767	Jojoba	\$8.25
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(B) Gel

3690	Apricot	\$8.00
3691	Buttermilk	\$8.00
3692	Lime	\$8.00
3694	Avocado	\$8.00
3695	Goat Milk	\$8.00
3696	Peach	\$8.00
3070	Almond	\$8.00
3075	Millefleurs	\$8.00
3076	Jojoba	\$8.00
3077	Lily of the Valley	\$8.00

Kappus

Bar Soap

10230	Lemon	\$2.25
12050	Apricot	\$2.25
12070	Green Apple	\$2.25
12080	Mandarin	\$2.25

Miraflores

Bar Soap - Black Box - Plastic Case

IL 0880	5.3 ounces Magno Plastic	\$4.50
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IL 0085 5.3 ounces Magno Black Box \$3.75

Botanicus

Fragrances - French Vanilla, April Rain, Jasmine, Peaches and Creme, Sea Shore, and Tea Rose, 6 each fragrance.

		Retail
101	Bean Jar	\$7.00
503	4 ounce Bath Oil Powder	\$7.00
303	10 ounce Cup Sea Salts	\$3.00
207	Shower Gel	\$7.00
909	New Soap	\$2.50

Laloren

100	Loofah Buff	\$2.00
102	7 inch Loofah	\$2.25
103	14 inch Loofah	\$3.50
104	Loofah Stick	\$7.00
105	Loofah Mitt	\$3.50
107	Loofah Strap	\$4.50
111	Natural Sea Sponge	\$8.00
112	Pumice Stone	\$2.25
113	Eraser	\$2.75
115	Back Brush	\$10.00
124	Loofah Pad	\$3.00

126	Cosmetic Sponges	\$3.50
129	Hydro Sponge	\$2.00
130	Hydro Sponge	\$2.00
131	Hydro Sponge	\$2.50
132	Hydro Sponge	\$2.50
321	Nail Works	\$2.75
700	Bath Pillow - White, Midnight, Dove, Champagne, Peach, Rose, Smoke, Black, Red, and Jade	\$8.00
750	Body Pillow - White and Champagne	\$15.00

Potpourri

Southern Scents--Fragrances--Southern Delight, Southern Sunrise

31S	Potpourri Small Bag	\$3.00
L	Potpourri Large Bag	\$7.00
2O	Room Spray	\$7.00
E	Enhancer Oils	\$3.00

Expanded Assortment.

Crabtree and Evelyn

(A) Soap - 3 bar boxes

Retail

3662	Alpine Flowers	\$8.25
3090	Patchouli	\$8.25

3091	Sandalwood	\$8.25
3095	Persian Lilac	\$8.25
3015	Scottish Heather	\$8.25
3080	Camomile	\$8.25
3083	Peppermint	\$8.25
3765	Seashell	\$8.25
37692	Nautilus	\$8.25
37693	Nautilus	\$8.25
3080	Wheat Germ	\$8.25
3060	Damask Rose	\$8.25
3233	Gardenia	\$8.25

(B) Gel

3693	Rosewater	\$8.00
3697	Wheat Germ	\$8.00
3071	Damask Rose	\$8.00
3074	Sandalwood	\$8.00
3078	Gardenia	\$8.00

(C) Bath Cubes

3023	Heather/Lavender/Violet	\$4.50
3048	Millefleurs/Lily/Gardenia	\$4.50

(D) Bath Oils

3140	Damask Rose	\$7.00
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3143	Sandalwood	\$7.00
3144	Jojoba	\$7.00
3145	Millefleurs	\$7.00
31441	Seashell	\$7.00

(D) Bath Seeds

31261	Seashell	\$1.50
3126	Jojoba	\$1.50
3127	Lavender	\$1.50
3128	Lily of the Valley	\$1.50
3129	Millefleur	\$1.50

Sunfeather

Retail

Classic Country 2 ounces

Blue Lilac	\$3.00
Comfrey and Aloe	\$3.00
Forest Garden	\$3.00
Indian Flower	\$3.00
Jasmine	\$3.00
Lemon Verbena	\$3.00
Oatmeal	\$3.00
Patchouly	\$3.00
Peppermint	\$3.00
Rose and Jojoba	\$3.00
Spice	\$3.00

		Vegetarian Baby Soap	\$3.00
Men's		Bayberry	\$3.00
		High Techer	\$3.00
		Mystically Mint	\$3.00
		Mountain Man	\$3.00
		Mr. Spicey	\$3.00
		Saturday Knighter	\$3.00
Classic Country 1 ounce		Blue Lilac	\$2.00
		Comfrey and Aloe	\$2.00
		Forest Garden	\$2.00
		Indian Flower	\$2.00
		Jasmine	\$2.00
		Lemon Verbena	\$2.00
		Oatmeal	\$2.00
		Patchouly	\$2.00
		Peppermint	\$2.00
		Rose and Jojoba	\$2.00
		Spice	\$2.00
		Vegetarian Baby Soap	\$2.00
Lotus Light			
Loanda	210100	Mint Comfrey	\$3.00
	210101	Wheat Germ E	\$3.00

210115	Eucalyptus Sage	\$3.00
210120	Milk and Honey	\$3.00
210125	Lavender Baby Soap	\$3.00

Gilchrist and Soames

Traditional Rose Collection

60.00.41	Rose Straw Doll	\$10.00
10.01.41	Rose Soap Leaves	\$2.50
10.02.41	Rose Bath Soap	\$4.00
10.03.41	Rose set of 6 Gift Soaps	\$7.00
10.05.41	Rose Toilet Water	\$14.00
10.15.41	Rose Bath Salts	\$3.00
10.20.41	Rose Potpourri Coffee Bag	\$5.00
10.25.41	Rose Potpourri Candle	\$4.00
10.30.41	Rose Drawer Liners	\$9.00
10.32.41	Rose Talcum Powder	\$5.00

Crabtree And Evelyn

Soap - Gift Drums

		Retail
3669	Camomile	\$6.50
3667	Jasmine	\$6.50
3674	Lavender	\$6.50
3685	Carnation	\$6.50

3687	Violet	\$6.50
3771	Maile	\$6.50
3772	Pikake	\$6.50
3775	Tiare Tahiti	\$6.50

Mini/Travel/Guest Soap

3702	Lemon	\$.60
3703	Lime	\$.60
3705	Rosewater	\$.60
3710	Avocado	\$.75
3711	Buttermilk	\$.75
3713	Goat Milk	\$.75
3714	Peach	\$.75
3718	Sandalwood	\$.75
3722	Persian Lilac	\$.75

Gel

36901	Apricot	\$1.25
36911	Buttermilk	\$1.25
36941	Avocado	\$1.25
36951	Goat Milk	\$1.25
36971	Wheat Germ	\$1.25
30701	Almond	\$1.25
30761	Jojoba	\$1.25

30741	Sandalwood	\$1.25
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L'Aromarine

Confetti Bath (3)	\$8.00
Fish (4 fragrance asst.)	\$2.00
Life Saver Bubble Bath	\$5.00
Splash Gel	\$2.00
Soap Cubes	\$1.50
Floating Bath Thermometer	\$5.00

Swiss Tex

Retail

566	Assorted Display:	
	Mitten	\$5.00
	Bathing pad	\$6.00
	Soap pad	\$5.00
	Back strap	\$6.00

Lotus Light

Abracadabra

010235	Mineral Bath (Asst. 12 x 6)	\$2.00
010350	Bubble Bath - Children (Asst.)	\$2.00

Puhls

282200	Apple Blossom Soap	\$2.50
282205	Carnation Soap	\$2.50

282215	Jasmine Soap	\$2.50
282235	Red Rose Soap	\$2.50
282245	Tobacco Soap	\$2.50
282250	Tropical Flower Soap	\$2.50
282500	Baby Soap	\$2.50
282540	Sandalwood Soap	\$2.50
282545	Fresh Moss Soap	\$2.50
282550	Russian Soap	\$2.50
282557	East Indies Soap	\$2.50
282800	Jasmine Bath and Shower Foam	\$7.00
282815	Red Rose Bath and Shower Foam	\$7.00
282820	Sandalwood Bath and Shower	\$7.00
282825	Tropical Bath and Shower Foam	\$7.00

Cosmepak

7030	Spaceplace 2	\$6.00
7031	Spaceplace 3	\$7.00
7033	Super 2	\$8.00
7034	Super 3	\$14.00
7011	Shower and Shave	\$14.00
7014	Stowaway	\$14.00

Hopewell

109	Bath Herb 5 1/2 ounces Jar	\$22.00
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	109A	Bath Herb 5 1/2 ounces Bag	\$20.00
	109B	Sampler	\$4.00
Midant Erbe Toiletries			
Bubble Bath	31	Rose	\$7.00
	32	Freesia	\$7.00
	33	Jasmine	\$7.00
	34	Mimosa	\$7.00
Bath Salts	03	Lemon	\$7.00
	04	Mint	\$7.00
	05	Floral	\$7.00
Bath Splash	08	Pink	\$10.00
	09	Aqua	\$10.00
	10	Yellow	\$10.00
	23	Crate Milkshop	\$4.50
	24	Lemon Soap	\$2.50
	25	Apple	\$4.50
	18	Liquid Soap	\$7.00
Designs By Metzke			
	780	Glass Jar Pewter (asst.)	\$9.00
		Glass Jar Brass (asst.)	\$9.00
Spectrum			Retail

9/30/87

REPORTS OF COMMITTEES

4387

510	Soap Saver Assortment	
	White	\$1.00
	Black	\$1.00
	Sand	\$1.00

Kappus

Bar Soap

41	Avocado	\$2.25
42	Banana	\$2.25
44	Camomile	\$2.25
299	Milk & Honey	\$2.25
532	Coconut Soap	\$2.25
778	Sandalwood	\$2.25
2090	Mint	\$2.25
55500	Olive Oil Soap	\$2.25

Bellmira Herbal Bath

301	Bavaria Alps	\$9.00
660	Melissa Balm	\$9.00
661	Eucalyptus	\$9.00
662	Rosemary	\$9.00

666	Camomile	\$9.00
667	Peppermint	\$9.00
660T	Melissa Trial	\$.75
661T	Eucalyptus Trial	\$.75
662T	Rosemary Trial	\$.75
666T	Camomile Trial	\$.75
667T	Peppermint Trial	\$.75
839	Bavaria Alps Trial	\$.75

Bellmira Fruit Scented Bubble Bath

	Cassis	\$9.00
	Fresh Lemon	\$9.00
	Apricot	\$9.00
	Green Apple	\$9.00
	Mandarin	\$9.00
	Peach	\$9.00
	Bubble Bath Trial (Asst.)	\$.75
332	Coconut Shower Creme	\$9.00
932	Coconut Bubble Bath	\$9.00

(Continued from page 4371)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

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. That the Mayor, subject to attestation by the City Clerk, approved by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Book Store Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Book And Tapes Concession License Agreement.

This Agreement made this ____ day of _____ 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Benjamin Books, Inc., a New Jersey corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licenser has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licenser deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part 1--Special Provisions.

Section 1.

Premises.

A. Premises. Licenser, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as "Concession Operations Space") located on the Airport property to be used for the purpose of operating a Book and Tapes concession and for no other purpose:

Space No. B-9 consisting of 877 square feet, in Terminal Building I (Exhibits A, B and D); and C-10 consisting of 89 square feet representing one-half of a concession kiosk (Exhibit D); and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. BL-8, consisting of sixty-six (66) square feet in Terminal Building I (Exhibit C) and all space as indicated on Exhibits A, B and D attached hereto and made a part hereof (the Concession Operation Space and the Concession Storage Space collectively referred to herein as "the Premises"). Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licenser grants to Licensee a nonexclusive privilege, in common with others that Licenser may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

*Section 2.**Term.*

The term of this Agreement shall commence on the earlier of:

- (a) The ninetieth (90th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of five (5) years for Space B-9 and three (3) years for Space C-10, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor, therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

*Section 3.**License Fee.*

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1 (A), excluding Space C-10, and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

- (a) Minimum Guarantee License Fee. An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of \$89,200.00 per annum for the period beginning on the Operation Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the Minimum Annual Percentage Fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees (as hereinafter defined), but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than \$89,200.00 or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.
- (b) Percentage License Fee. A percentage license fee of 10% of the gross receipts on sales up to \$1,000,000.00; 12% of gross receipts on sales exceeding \$1,000,000.00 up to \$1,250,000.00; 13% of gross receipts on sales exceeding \$1,250,000.00 up to \$1,500,000.00 and 14% of gross receipts on sales exceeding \$1,500,000.00 derived by Licensee from operations in Space B-9 and 12% of gross receipts on sales from Space C-10 ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the Fixed License Fee and one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. *Pro Rata* Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or

last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and

examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensors shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensors to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensors with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensors with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensors of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensors.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____ an _____ corporation, for the year ended _____ relating to the _____ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is inadequate, unqualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensors may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a Book and Tapes concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit E attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibits A, B and D. The remodeling or construction of concession operations areas is to begin within sixty (60) days after the Commencement Date and shall be completed within ninety (90) days after the Commencement Date. Failure to complete construction within said 90 day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits A, B and D as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of One Hundred and 00/00 Dollars (\$100.00) per square foot.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at

its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits A, B and D attached hereto, Licensor will provide the following improvements:

(1) Storefront:

Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be sliding tempered glass doors of the overhead track type. Frames and mullions shall have a 1-1/2 inch face dimension with an 8 inch high base. Vertical members shall be spaced according to a 5 foot - 0 module.

(2) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(3) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Facia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(4) Flooring:

Carpet in project standard pattern No. 2.

(5) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(6) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

(7) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

- (1) All improvements not provided by Licensor including, but not limited to, sales counters, display cabinets, interior partitions, enclosures, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall

maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.

- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensor, in the sum of Forty-four Thousand Six Hundred and 00/000 Dollars (\$44,600.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at Sherwatt Building, Penthouse Suite, 47 Murray Street, New York, New York 10007 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II--General Provisions.

Section 8.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the granted Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty-five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensors.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport premises. In this event, Licensors may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensors may also agree to make the repairs on condition that Licensee reimburse Licensors for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensors' right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensors may, at Licensors' option, either (a) repair such damage as soon as reasonably possible at Licensors' expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensors' intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensors elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensors in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensors, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensors shall not be required to make reparation for any injury or damage by fire or other cause, or to

make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continue shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North La Salle
Street
City Hall--Room 511
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For the purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants

employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

*Section 18.**Ingress And Egress.*

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

*Section 19.**Assignment And Subletting.*

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

*Section 20.**Signs.*

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 21.

Redelivery.

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

*Subject To Airline Agreements, Nondiscrimination
And F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not 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 otherwise commit an unfair employment practice. Licensee 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no persons shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to

bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

- A. Event of Default. Licensee shall be in default under this Agreement if:
1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
 2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
 3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
 4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
 5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
 6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
 7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
 8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by

Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or

9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Section 3; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of lease termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized Advertising or Signage	8 (F)	\$50.00
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signatures forms omitted for printing purposes.]

[Exhibits A, B, C, D and E printed on pages 4418
through 4423 of this Journal.]

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

EXECUTION OF COOKIE SHOP CONCESSION LICENSE
AGREEMENT WITH MRS. FIELDS COOKIES
AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 30, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Mayor to execute a Cookie Shop Concession License Agreement between the City of Chicago and Mrs. Field Cookies at Chicago O'Hare International Airport (which was referred on September 25, 1987), begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

(Continued on page 4424)

ODP
 ODP is a design
 and construction
 manual for the
 City of Chicago.
 It contains the
 latest information
 on all City
 departments and
 agencies.
 It is the only
 manual of its
 kind in the
 world.

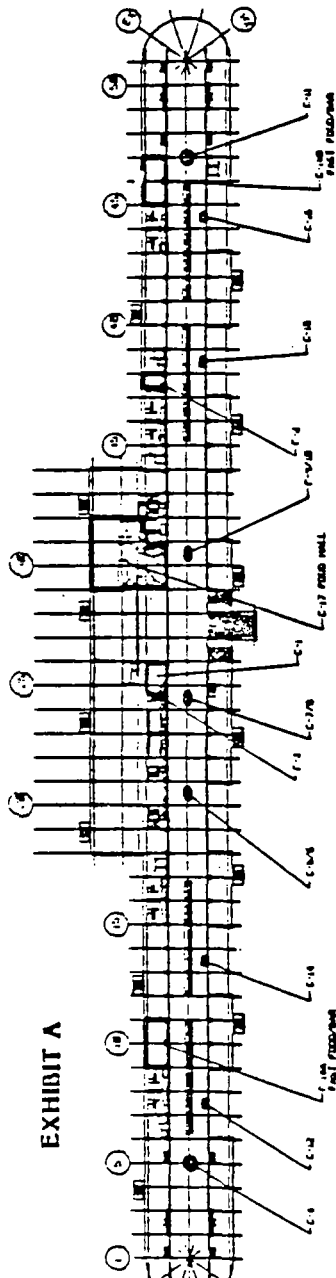
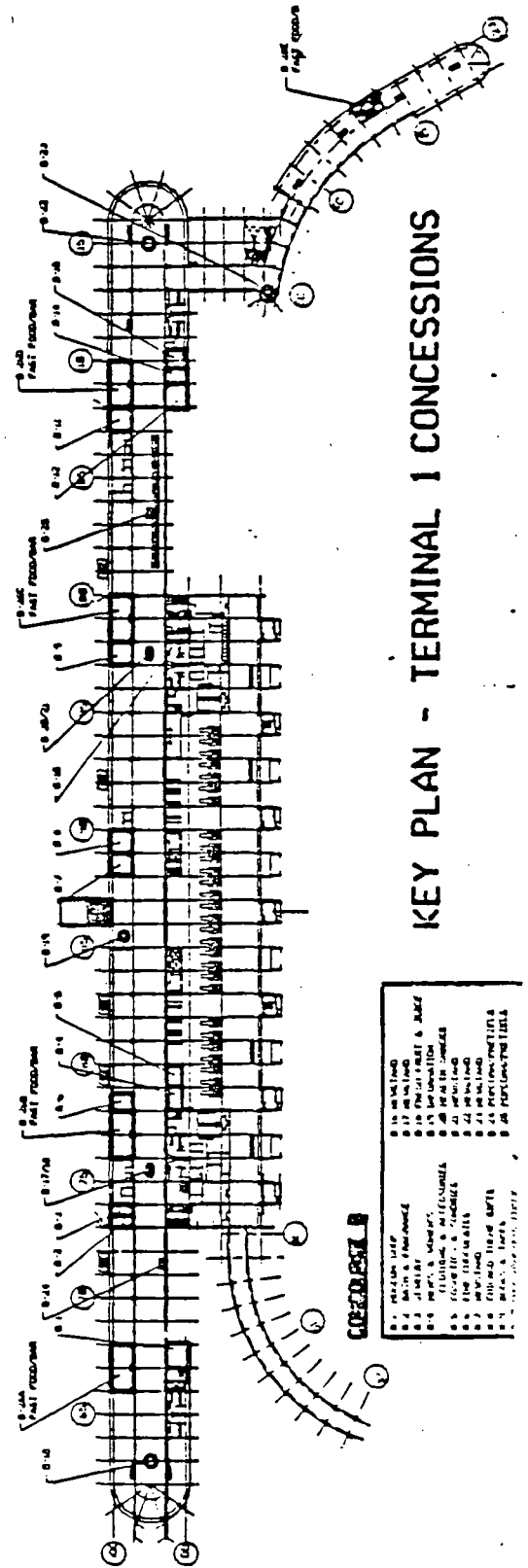


EXHIBIT A

Room Number	Room Name
1	RECEPTION
2	RESTROOMS
3	TOILETS
4	STORAGE
5	STORAGE
6	STORAGE
7	STORAGE
8	STORAGE
9	STORAGE
10	STORAGE
11	STORAGE
12	STORAGE
13	STORAGE
14	STORAGE
15	STORAGE



Room Number	Room Name
1	RECEPTION
2	RESTROOMS
3	TOILETS
4	STORAGE
5	STORAGE
6	STORAGE
7	STORAGE
8	STORAGE
9	STORAGE
10	STORAGE
11	STORAGE
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13	STORAGE
14	STORAGE
15	STORAGE

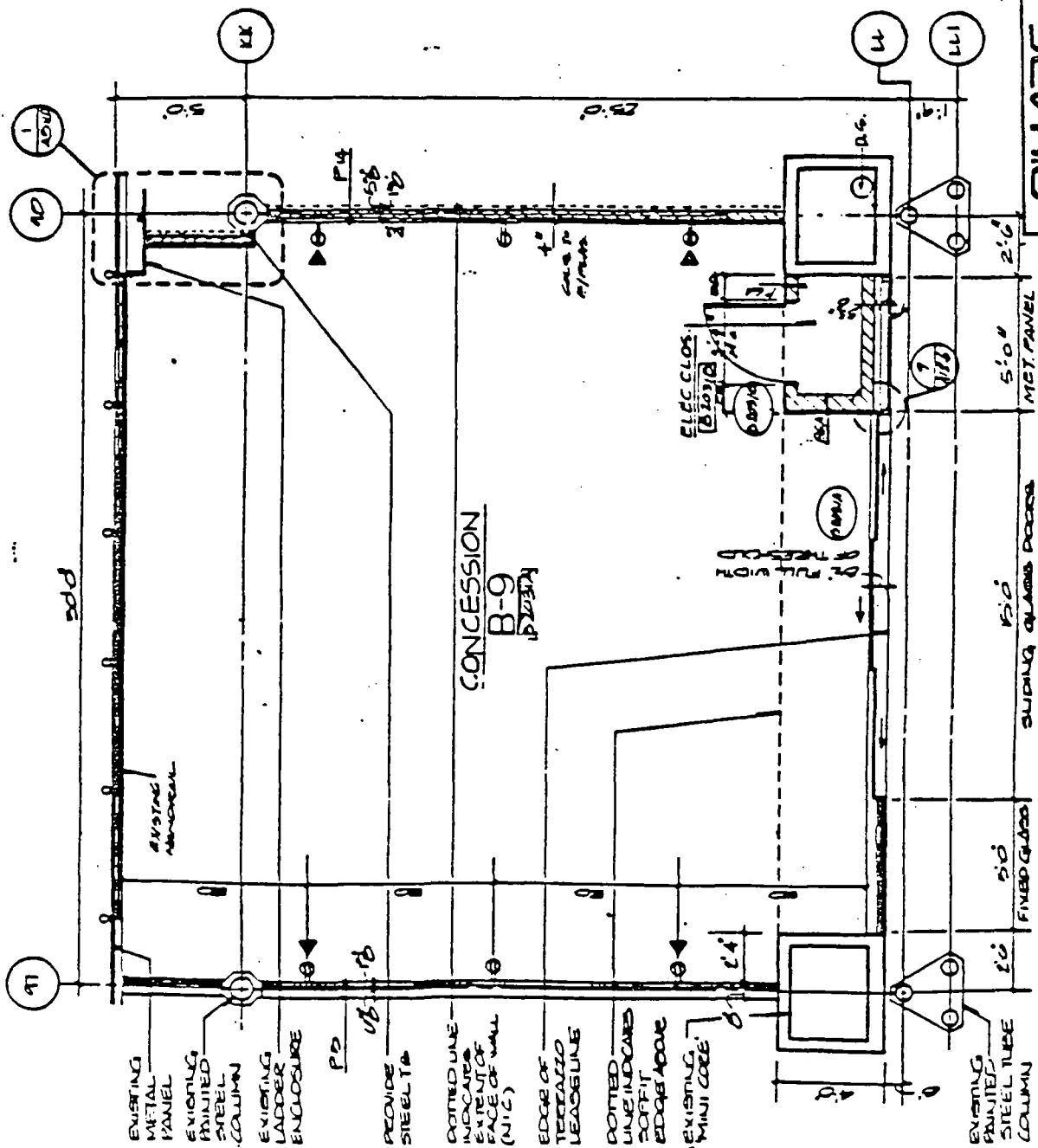


EXHIBIT-B

O'HARE ASSOCIATES

PROJECT UNITED AIRLINES

ODP No. 141 Drawn by

Date 4-8-87 Scale 3/4" = 1'-0"

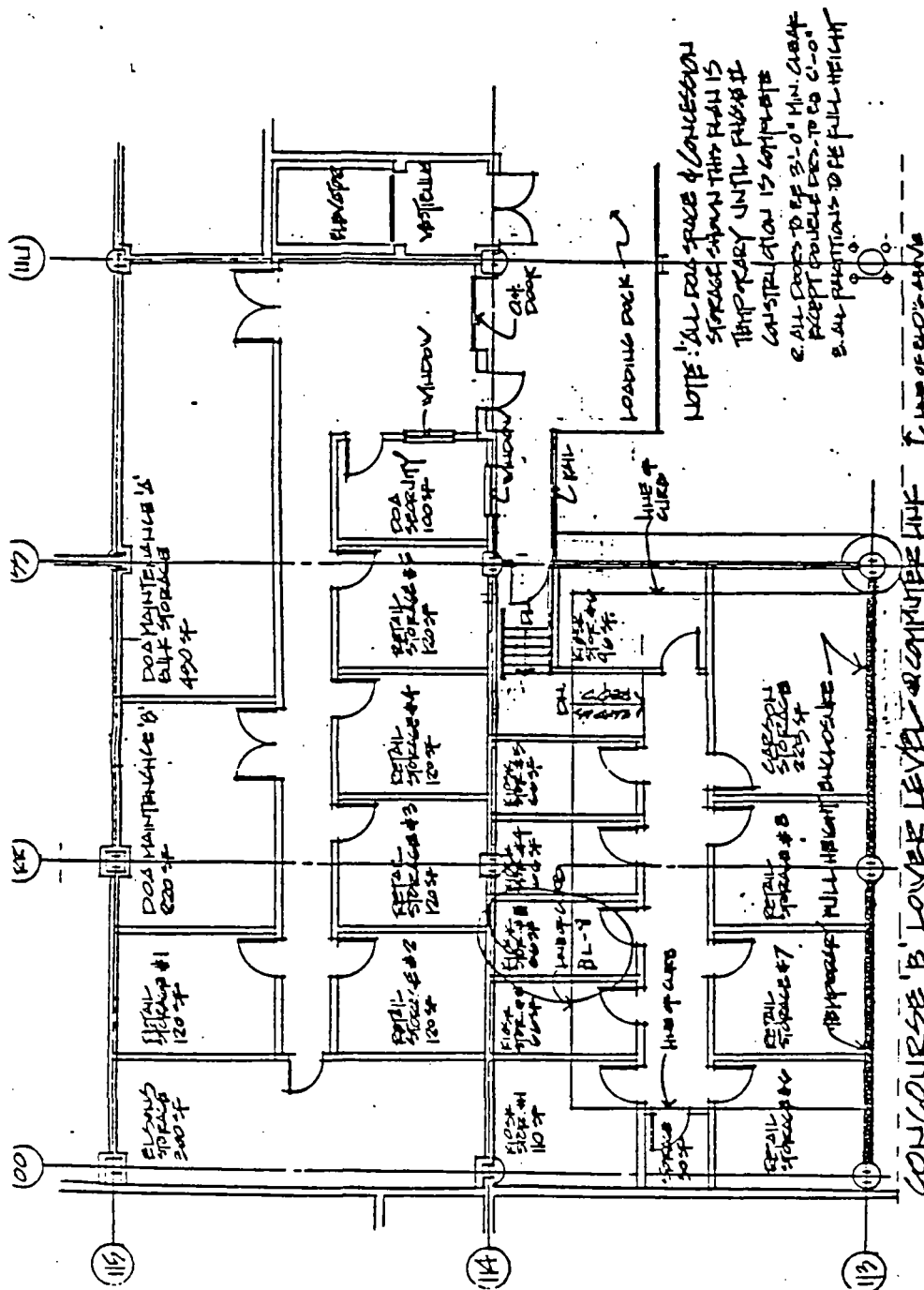
PLAN CONCESSION AREA D-9

PLAN CONCESSION AREA D-9

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EXHIBIT C



ORD

OTIARE ASSOCIATES
Surveying Consultant
A Joint Venture of Murphy/Jahn, Inc.,
Envirodyne Engineers, Inc. & Schal Associates

Drawn By _____ Checked By _____
Date 10-Nov-86 Scale 1/8"=1'-0"
Sheet No. 2 of 2 REV. 5-1-87

PROMOTIONAL COMPLEX
DOES/CONFESSION (PROMOTIONAL)
SPONSOR DESIGNMENT

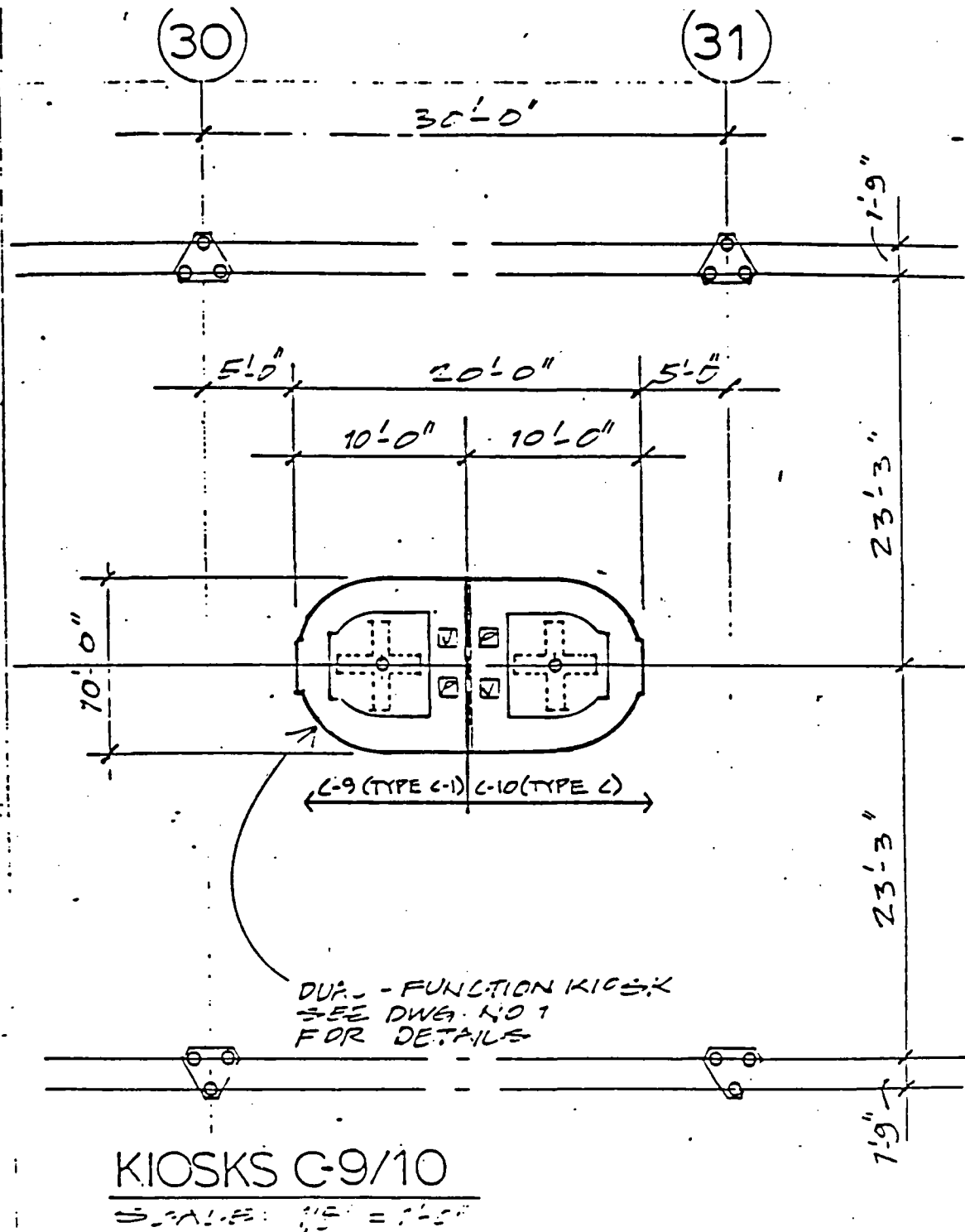


EXHIBIT-D

O'HARE ASSOCIATES

DATE: 5-26-87
SK-052687-16

*Exhibit "E".**Product List*

Category	Hard Cover	Mass Market	Trade	Other
Hard Cover Fiction	\$15.95--\$22.95			
Hard Cover Non- Fiction	15.95--29.95			
New Releases		\$2.50--\$5.95	\$3.95--\$15.95	
Fiction		\$2.50--\$5.95	3.50--\$ 7.95	
Mystery		2.50--4.95	3.50--\$ 6.95	
Science Fiction		2.50--4.95	3.50--\$ 8.95	
History/Pol-Sci		3.95--6.95	3.95--\$13.95	
Classics		1.95--3.95	2.50--\$ 6.95	
Computer Books			9.95--\$32.95	
Business Books	15.95--55.00	3.95--6.95	5.95--\$19.95	
Children	4.95--12.95	1.95--3.95	2.95--\$ 8.95	\$2.50--\$6.95 (Board)
Reference	8.95--22.50	3.50--5.95	5.95--\$12.95	

Travel			
Direc-			
tories	8.95--19.95		4.95--\$17.95
Guidebooks and			
photo essays			
of the Chicago			
Area			
Humor/Puzzles/Games	2.50--4.50		3.95--\$ 8.95
Local Maps/Postcards			2.50--8.95
			.50--1.00
Biography	2.95--5.95		3.50--\$13.95
Self-Help	2.95--5.95		3.95--\$ 8.95
Cooking	12.95--24.95	3.50--5.95	5.95--\$18.95
Non-Fiction		3.50--4.95	3.95--\$12.95
Gift			
Books	19.95--49.95		
Sale			
Books	3.98--19.98		

We will also be offering a selection of promotional books which will be priced for resale at 1/3 to 1/4 of their original retail price.

(Continued from page 4417)

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. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Cookie Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Cookie Concession License Agreement.

This Agreement made this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Mrs. Field Cookies Colorado, Incorporated, a Delaware corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part I--Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as "Concession Operations Space") located on the Airport property to be used for the purpose of operating a Cookie concession and for no other purpose:

Space No. B-15 consisting of 510 square feet, in Terminal Building 1 (Exhibits A and B);

and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. BL-6, consisting of one hundred ten (110) square feet in Terminal Building and all space as indicated on Exhibits A, B and C attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises"). The concession storage space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

- (a) The ninetieth (90th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of five (5) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor, therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

*Section 3.**License Fee.*

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1(A), and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

- (a) Minimum Guarantee License Fee. An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of \$150,000.00 per annum for the period beginning on the Operation Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees (as hereinafter defined), but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than \$150,000.00 or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year; or
- (b) Percentage License Fee. A percentage license fee of 19% of the gross receipts per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the Fixed License Fee and one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. *Pro Rata* Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due

and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____ an _____ corporation, for the year ended _____ relating to the _____ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is inadequate, unqualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a Cookie concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit D attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of

the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibits A and B. The remodeling or construction of concession operations areas is to begin within sixty (60) days after the Commencement Date and shall be completed within ninety (90) days after the Commencement Date. Failure to complete construction within said 90 day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits A and B as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Three Hundred Three Dollars (\$303.00) per square foot.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits A and B attached hereto, Licensor will provide the following improvements:

(1) Storefront:

Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be sliding tempered glass doors of the overhead track type. Frames and mullions shall have a 1-1/2 inch face dimension with an 8 inch high base. Vertical members shall be spaced according to a 5 foot - 0 module.

(2) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(3) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Facia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(4) Flooring:

Carpet in project standard pattern No. 2.

(5) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(6) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

(7) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

- (1) All improvements not provided by Licensor including, but not limited to, sales counters, display cabinets, interior partitions, enclosures, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.

- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensor, in the sum of Seventy-five Thousand Dollars and 00/00 (\$75,000.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 333 Main Street, P.O. Box 4000, Park City, Utah 84068 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II--General Provisions.

Section 8.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per

terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty- five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be

allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continue shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.

- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
City Hall--Room 501
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For the purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source

requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensors within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensors's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$15,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensors and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensors from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

Section 20.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

*Section 21.**Redelivery.*

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

*Subject To Airline Agreements, Nondiscrimination
And F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not 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 otherwise commit an unfair employment practice. Licensee 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States

Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no persons shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

- A. Event of Default. Licensee shall be in default under this Agreement if:
1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
 2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
 3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
 4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
 5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
 6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
 7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
 8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
 9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires

activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or

10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Section 3; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time termination of the Agreement on account of breach of any term, covenant or condition of this Agreement, including, but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of lease termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized Advertising or Signage	8(F)	\$50.00
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signatures forms omitted for printing purposes.]

[Exhibits A, B, C and D printed on pages 4453
through 4456 of this Journal.]

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

EXECUTION OF GIFT SHOP CONCESSION LICENSE AGREEMENT
WITH PARADIES GIFT SHOPS AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 30, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Mayor to execute a Gift Shop Concession License Agreement between the City of Chicago and "Paradies Gift Shops" at Chicago O'Hare International Airport (which was referred on September 25, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 47.

Nays -- None.

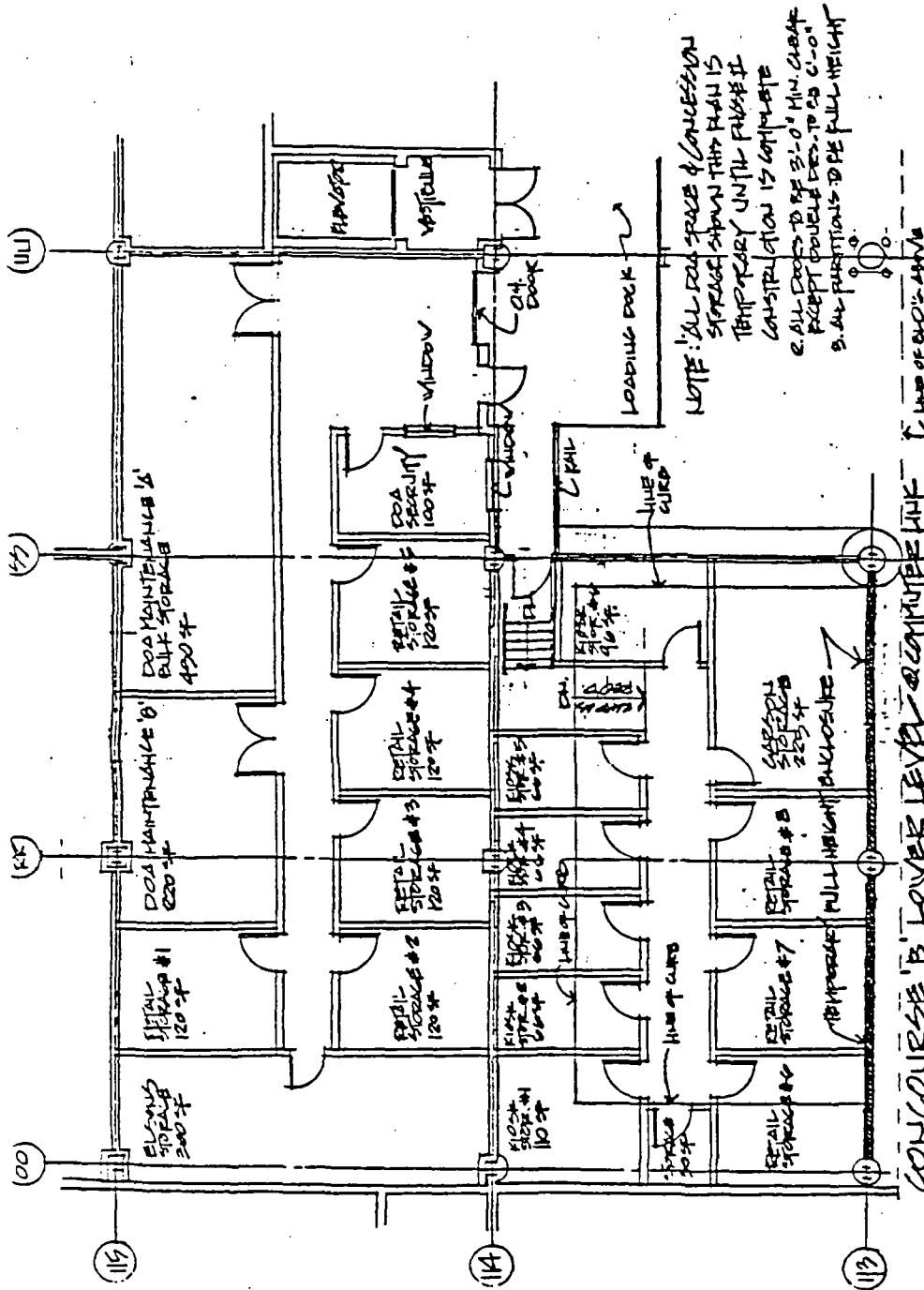
Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

(Continued on page 4457)

EXHIBIT C



PROJECT: TERMINAL COMPLEX
DOA/CONSTRUCTION/STORAGE ASSIGNMENTS
Job Number: 000-14 PW

Drawn By: _____
Checked By: _____
Date: 10-11-86 Scale: 1/8" = 1'-0"
Sheet No. 1 of 2 REV: 5-1-87

O'HARE ASSOCIATES
Superior Consultants
A Joint Venture of Murphy/Jahn, Inc.,
Envirodyne Engineers, Inc. & Schaal Associates

ORD Chicago-O'Hare
International Airport
Development Program

Exhibit "D".

Mrs. Fields Cookies.

Schedule Of Merchandise.

Cookies

Brownies

Muffins

Sweet Rolls

Milk, Coffee, Tea

Carbonated Soft Drinks

Gift Tins, Boxes, Packages

(Continued from page 4452)

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approved by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Theme Gift Shop Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Theme Gifts Concession License Agreement.

This Agreement made this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Paradies, Chicago, an Illinois corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part I--Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as the "Concession Operations Space") located on the Airport property to be used for the purpose of operating a Chicago Theme Gifts concession and for no other purpose:

Space No. B-8 consisting of 863 square feet, in Terminal Building I (Exhibits A, B and D); and C-9 consisting of 89 square feet representing one-half of a concession Kiosk (Exhibit D);

and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. BL-2, 3, consisting of three hundred sixty (360) square feet in Terminal Building I, Exhibit C; and

all space as indicated on Exhibits A, B, C and D attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises"). The concession storage space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

- (a) The ninetieth (90th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of five (5) years for Space B-8 and three (3) years for Space C-9, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor, therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to Be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

- (1) Annual Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1 (A) excluding Space C-9, and at the same rate for any additional space granted under this Agreement.
- (2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:
 - (a) Minimum Guarantee License Fee. An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of \$150,000.00 per annum for the period beginning on the Operation Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the

minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees (as hereinafter defined), but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than \$150,000.00 or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.

- (b) **Percentage License Fee.** A percentage license fee of 20% of gross receipts on sales up to \$500,000.00 and 30% of gross receipts on sales exceeding \$500,000.00 per annum derived by Licensee from operations in Space B-8 and 25% of gross receipts on sales from Space C-9 ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the Fixed License Fee and one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them, (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal

year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensors with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensors of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensors.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____ an _____ corporation, for the year ended _____ relating to the _____ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is inadequate, unqualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensors may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a Chicago Theme Gifts concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit E attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type.

Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibits A, B and D. The remodeling or construction of concession operations areas is to begin within sixty (60) days after the Commencement Date and shall be completed within ninety (90) days after the Commencement Date. Failure to complete construction within said 90 day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits A, B and D as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of One Hundred and 00/00 Dollars (\$100.00) per square foot.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits A, B and D attached hereto, Licensor will provide the following improvements:

- (1) Storefront:

Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be sliding tempered glass doors of the overhead track type. Frames and mullions shall have a 1-1/2 inch face dimension with an 8 inch high base. Vertical members shall be spaced according to a 5 foot - 0 module.

(2) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(3) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Facia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(4) Flooring:

Carpet in project standard pattern No. 2.

(5) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(6) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

(7) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

- (1) All improvements not provided by Licensor including, but not limited to, sales counters, display cabinets, interior partitions, enclosures, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.

- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensor, in the sum of Seventy-five Thousand and 00/00 Dollars (\$75,000.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

*Section 7.**Notices.*

Notices of Licensors provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 5950 Fulton Industrial Boulevard SW, Atlanta, Georgia 30336 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

*Part II--General Provisions.**Section 8.**Services To Be Performed By Licensee.*

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight

and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence

of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty-five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be

allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport premises. In this event, Licensors may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensors may also agree to make the repairs on condition that Licensee reimburse Licensors for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensors' right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensors may, at Licensors' option, either (a) repair such damage as soon as reasonably possible at Licensors' expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensors' intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensors elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensors in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensors, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensors shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continue shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.

- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
City Hall--Room 501
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For the purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source

requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensors within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensors's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensors and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensors from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

Section 20.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

*Section 21.**Redelivery.*

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

*Subject To Airline Agreements, Nondiscrimination And
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not 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 otherwise commit an unfair employment practice. Licensee 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States

Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no persons shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

- A. Event of Default. Licensee shall be in default under this Agreement if:
1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
 2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
 3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
 4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
 5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
 6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
 7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
 8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
 9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires

activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or

10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

B. *Licensor's Remedies.* If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Section 3; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of lease termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized Advertising or Signage	18(F)	\$50.00
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

*Section 31.**Prohibition Of Recordation.*

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

*Section 32.**No Personal Liability.*

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

*Section 33.**Construction Of Agreement.*

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

*Section 34.**No Leasehold Interest.*

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

Section 35.

Minority Business Enterprise Participation.

Patric Jones and Chessie R. Jones are the 100% shareholders of Senjo Enterprises Limited, ("Senjo", an Illinois corporation and the minority business enterprise ("M.B.E.") participant in Licensee's operations at the Airport. Throughout the term of this Agreement, E. Patric Jones and Chessie R. Jones shall at all times retain such ownership interest in Senjo, shall at all times remain actively involved in its management and operation and shall not convey, transfer, sell, issue, otherwise dispose of or permit the foregoing to occur, without the prior written consent of the Commissioner of Aviation. During the term of this Agreement, Senjo shall at all times maintain no less than a thirty percent (30%) ownership interest in Licensee and neither Licensee, E. Patric Jones, Chessie R. Jones or Senjo shall convey, transfer, sell, issue, otherwise dispose of or permit to be conveyed, transferred, issued or dispose of any shares or other interest in Licensee if such action would result in the reduction of Senjo's ownership interest in Licensee to less than thirty percent (30%), without the prior written consent of the Commissioner of Aviation.

Patric Jones and Chessie R. Jones shall at all times remain actively involved in the management and operations of the Licensee's business under this Agreement. They shall have all of the usual indicia of ownership, including decision making authority in such areas as personnel and purchasing and disbursement of funds and must share in the risks and profits commensurate with their ownership interest, as demonstrated by an examination of the substance rather than the form of the partnership arrangement.

In no event shall the ownership and management interest of Senjo Enterprises Limited or any other permitted successor M.B.E. participant in Licensee, be less than thirty percent (30%).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits A, B, C, D and E printed on pages 4486
through 4498 of this Journal.]

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

ODP
 Official Designation and Approval of
 Board of Aldermen
 City of Chicago
 Date: 9/30/87
 By: [Signature]
 Title: [Title]

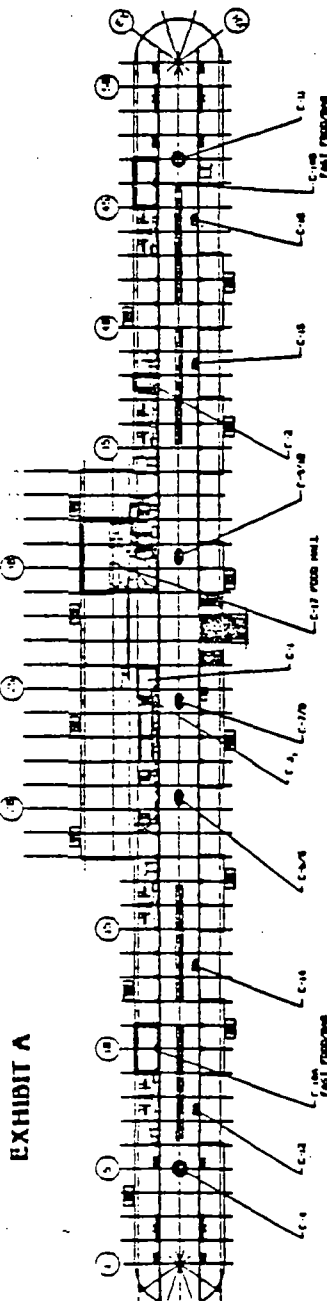
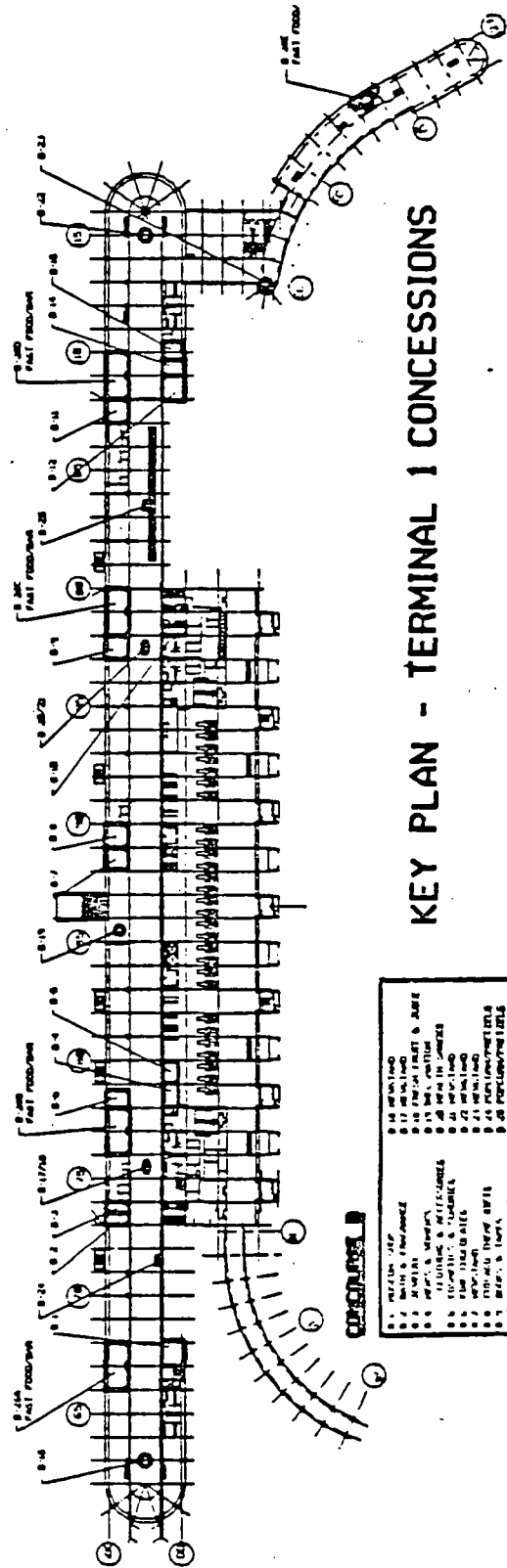


EXHIBIT A

CONCESSIONS

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KEY PLAN - TERMINAL 1 CONCESSIONS

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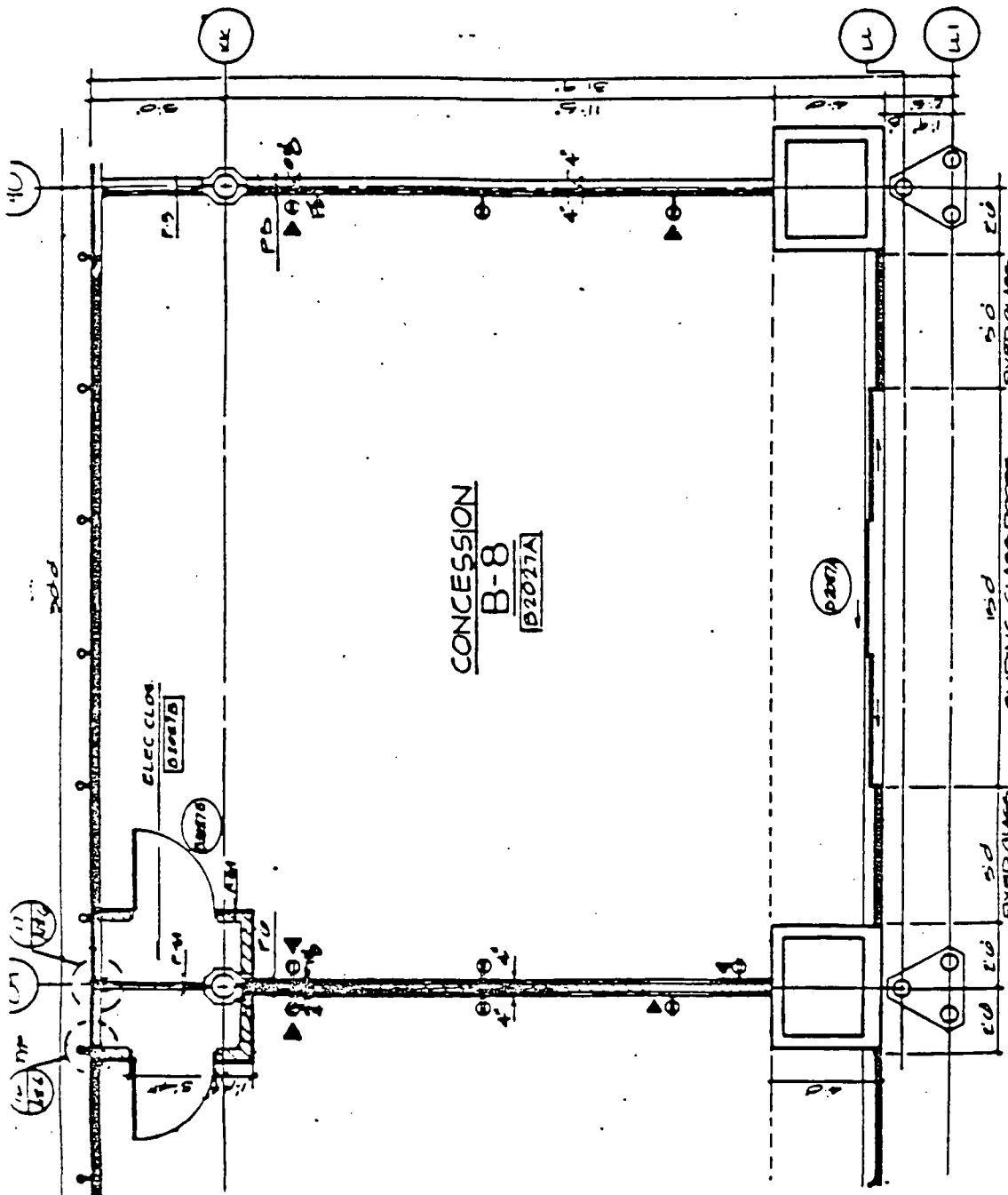


EXHIBIT - B

PLAN CONCESSION AREA B-8

O'HARE ASSOCIATES

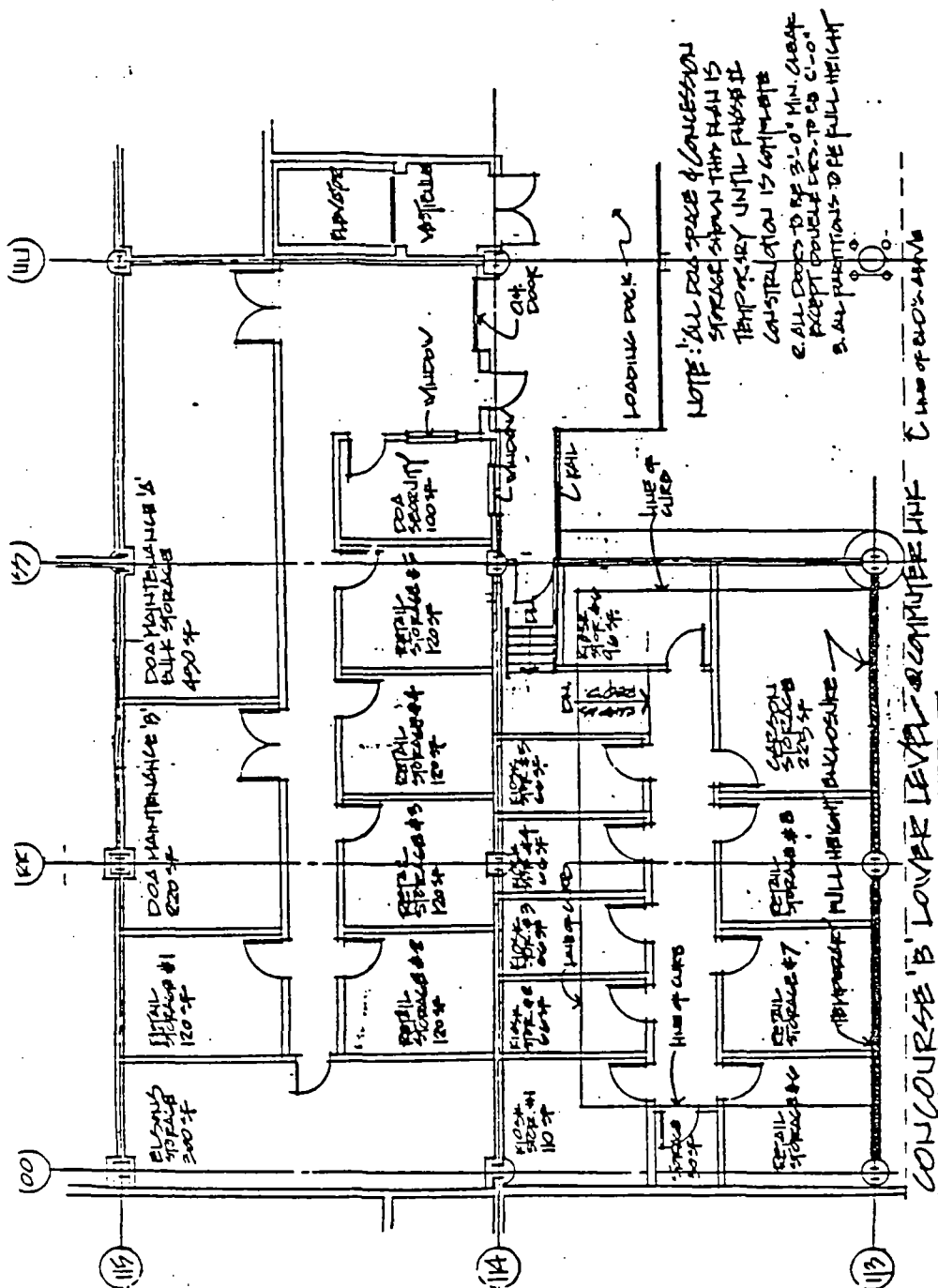
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ODP No. 141

Date 4-6-87 Scale 3/16" = 1'-0"

Sheet No. 4K-040A 71-A

EXHIBIT C



ORD
Chicago-O'Hare
International Airport
Development Program

OHARE ASSOCIATES
Suzanne Curatelli
A Joint Venture of Murphy/Jahn, Inc.,
Envirodyne Engineers, Inc. & Schaf Associates

Drawn By: _____
Date: 10-11-86
Scale: 1/8" = 1'-0"
Sheet No. 2 of 2
REV 5-1-87

PROJECT: MINIMAL COMPLEX
DOA/CONCESSION (TEMPORARY)
STORAGE DESIGN METS
Job Number: OOP 141
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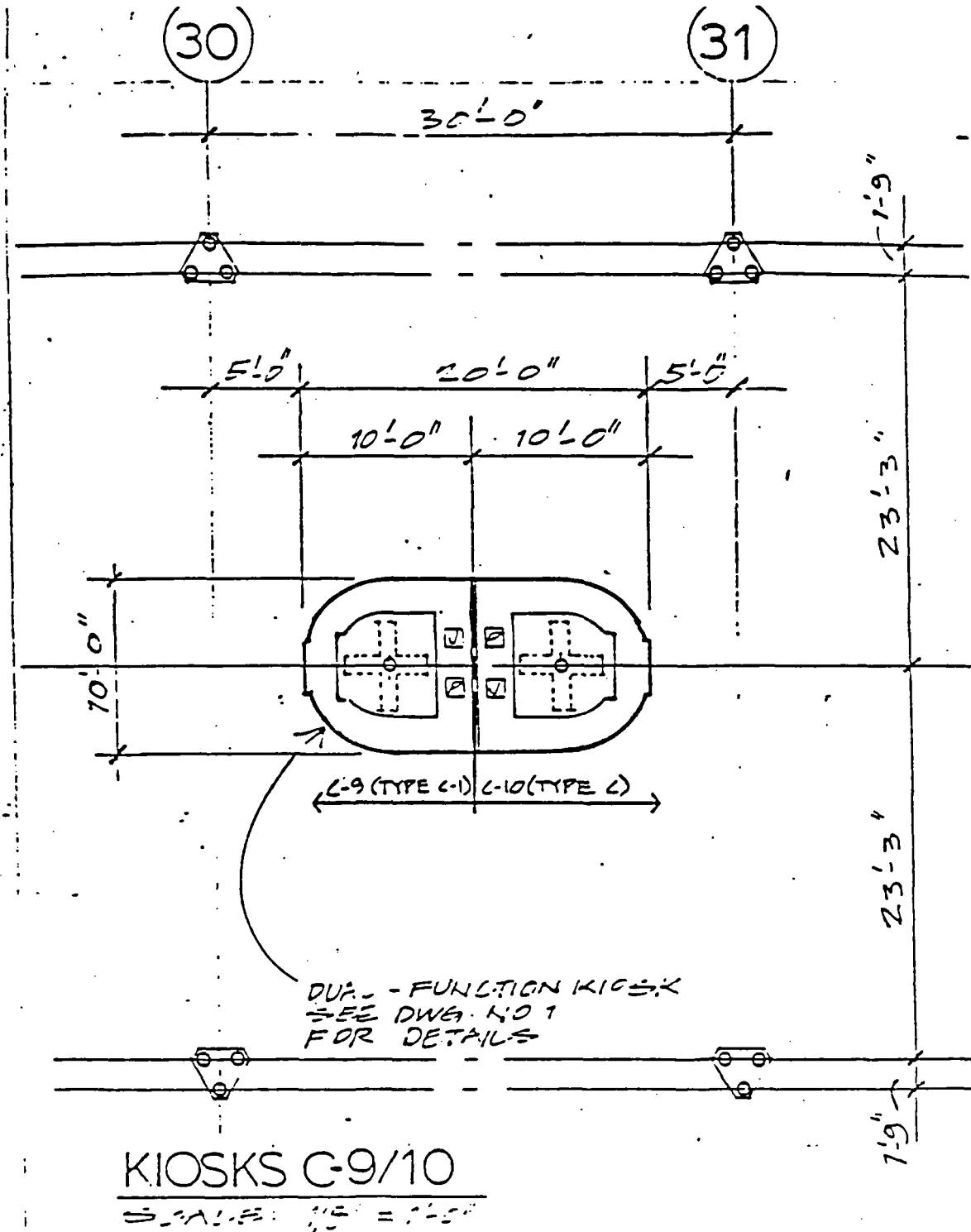


EXHIBIT-D

O'HARE ASSOCIATES
 DATE: 5-26-87
 SK-052687-16

*Exhibit "E".**Paradies**Product List.*

Adult Clothing

Chicago Beach Club T-Shirt	\$7.99
Rainbow Skyline T-Shirt	\$7.99
Chicago Thin Script T-Shirt	\$7.99
Chicago Reflections T-Shirt	\$7.99
Chicago Oval Design T-Shirt	\$7.99
"Windy City" T-Shirt	\$7.99
Chicago, Illinois T-Shirt	\$7.99
Chicago "Cats" T-Shirt	\$7.99
Puff Print Animal Series T-Shirt	\$9.99
Chicago Promotional T-Shirt	\$5.99
"Fresh from Chicago" Oversize Shirt	\$9.99
Chicago Drawstring Neck Ladies Shirt	\$12.99
Sophisticated Lady with Rhinestones Dolman Sleeve Shirt	\$12.99
Cats with Rhinestones Shirt	\$9.99
Mickey Mouse Glitter Shirt	\$12.99
Chicago Ladies Niteshirt	\$9.99
Embroidered Chicago Skyline Solid Placket Shirt	\$19.99
Embroidered Chicago Skyline Striped Placket Shirt	\$19.99

Chicago Illinois Sweatshirt	\$15.99
Puff Print Chicago Sweatshirt	\$15.99
Embroidered Chicago Panel Sweatshirt	\$19.99
Embroidered Chicago Collar/Placket Sweatshirt	\$22.99
Puff Print Chicago Three Color Sweatshirt	\$19.99
Embroidered Chicago Skyline Rugby Shirt	\$12.99
Embroidered Chicago Skyline Sweatshirt	\$19.99
"Fresh from Chicago" Roll Sleeve Sweatshirt	\$15.99

Youth Clothing

Youth Sizes 2/4--14/16

Chicago Beach Club T-Shirt	\$6.99
Rainbow Skyline T-Shirt	\$6.99
Chicago Reflections T-Shirt	\$6.99
Chicago Illinois T-Shirt	\$6.99
Tumblin' Pandas T-Shirt	\$6.99
Love Trade T-Shirt	\$6.99
Clowns T-Shirt	\$6.99
Bears with Balloons T-Shirt	\$6.99
Chicago "Cats" T-Shirt	\$6.99
Chicago Illinois Sweatshirt	\$12.99
Puff Print Bears Sweatshirt	\$12.99
Embroidered Chicago Skyline Sweatshirt	\$15.99

Toddlers and Infants 12 Months--24 Months, 2T--6T

Chicago Lap Shirt	\$4.99
Chicago Crayon Skyline T-Shirt	\$4.99
Tumblin Pandas T-Shirt	\$4.99
Bears with Balloons T-Shirt	\$4.99
Hug Me Rainbow Dress	\$7.99
Chicago One Piece Playsuit	\$7.99
Crayon Chicago Fleece Dress	\$10.99
Chicago Romper	\$7.99
"If You Think I'm Cute . . ." Lap Shirt	\$4.99
"If You Think I'm Cute . . ." Sweatshirt	\$7.99

Souvenirs

All Chicago Vendors

Sunburst Souvenirs Ltd., Itasca, Illinois
Illinois Distribution Co., Aurora, Illinois
Pit Souvenirs, Northbrook, Illinois

Rainbow Skyline Design

Coffee Mug	\$4.99
Glass Ashtray	\$3.99
Ceramic Ashtray	\$4.99
Bell	\$3.99
Plate	\$6.99

Salt and Pepper Shakers	\$4.99
Ceramic Beer Stein	\$7.99
Mini Stein	\$3.99
Buttons	\$.99--\$1.99
Snow Globe	\$2.99
Magnets	\$.99--\$1.99
Spoons	\$3.99--\$6.99
Pilsner	\$9.99

Chicago Thin Script

Coffee Mug	\$4.99
Glass Ashtray	\$3.99
Mini Stein	\$3.99
Buttons	\$.99--\$1.99
Lighters	\$1.99
Colored Coffee Mug	\$4.99

Chicago Brush Script

Coffee Mug	\$4.99
Glass Ashtray	\$3.99
Ceramic Ashtray	\$4.99
Shot Glass	\$2.99
Mini Stein	\$3.99
Buttons	\$.99--\$1.99
Scotch Glass	\$4.99

Thimble	\$2.99
Frisbee	\$1.99
Travel Mug	\$1.99

Chicago Reflections

Coffee Mug	\$4.99
Ceramic Ashtray	\$4.99
Bell	\$3.99
Glass Ashtray	\$3.99
Snap Purse	\$1.99
Buttons	\$.99--\$1.99
Shot Glass Beer Stein	\$3.99
Plate	\$6.99

Chicago Oval Design

Tier Drop Coffee Mug	\$5.99
Regular Coffee Mug	\$4.99
Pedestal Cup	\$5.99
Tankard	\$9.99
Shot Glass	\$2.99
Rectangular Ceramic Ashtray	\$4.99
Bell	\$3.99
Salt and Pepper Shaker	\$4.99
Mini Mug	\$3.99

Glass Ashtray	\$3.99
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Chicago Skyline and Sun

Coffee Mug	\$4.99
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Bell	\$3.99
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Glass Ashtray	\$3.99
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Shot Glass	\$2.99
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Plate	\$6.99
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Salt and Pepper Shakers	\$4.99
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Brown Skyline Stoneware

Coffee Mug	\$4.99
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Tankard	\$9.99
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Irish Coffee Mug	\$5.99
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Posters

Chicago Skyline Poster	\$5.99
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Chicago At Night Poster	\$5.99
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Sears Tower Poster	\$5.99
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Assorted Chicago Mini Posters	\$4.99
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Photos/Slides

Book of Chicago Scenes Soft Cover	\$9.99
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Coffee Table Book of Chicago	\$15.99
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Assorted Slides and Photos of Chicago	\$ 3.99 Set
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Kids 14--View Camera	\$ 9.99
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Gifts--Replicas

Brass Sears Tower Statue	\$24.99
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Sears Tower Banks	\$9.99
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Brass Water Tower Statue	\$9.99
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Water Tower Banks	\$9.99
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Brass John Hancock Building Statue	\$9.99
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John Hancock Building Banks	\$9.99
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Crystal Buckingham Fountain	\$24.99
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Stationery

Chicago Day and Night Folders	Cover Price
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Expressway, O'Hare and Street Map Pack	Cover Price
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Chicago Street Map	Cover Price
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Chicago Vicinity Map	Cover Price
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Chicago Mini Map	Cover Price
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Chicago Address Book	\$2.99
Chicago Greeting Cards	\$.95
Chicago Picture Album	\$4.99
Chicago Jumbo Pencils	\$.99
Chicago Script Pens and Pencils	\$.25--\$1.99
Chicago Note Pad	\$2.99

Souvenir Totes

Rainbow Skyline Tote	\$7.99
Chicago Brush Tote	\$7.99
Chicago Reflections Tote	\$7.99
Bears with Balloons Mini Tote	\$5.99
"Hug Me" in Chicago Mini Tote	\$5.99
Chicago Roll Tote	\$9.99

Key Chains

Assorted Chicago Brass Key Chains	\$2.99
Assorted Chicago Acrylic Key Chains	\$1.99

Hats

Adult

Puff Print Chicago Mesh Cap	\$4.99
Chicago Skyline Mesh Cap	\$4.99
Embroidered Chicago Twill Cap	\$6.99
Embroidered Chicago Corduroy Cap	\$8.99
Embroidered Chicago Ivy League Cap	\$6.99

Youth

Puff Print Chicago Mesh Cap	\$3.99
Little Slugger Cap	\$2.99
Animal Embroidered Cap	\$3.99
Plush Animal Visors	\$3.99

Local Collectibles, Local M.B.E./W.B.E. Gifts

Please see response to II.4, page two.

"Product to be purchased from local small business enterprise."

Upon award of this concession, prior to opening, Paradies-Chicago will submit a complete list of local M.B.E./W.B.E./S.B.E. vendors for this category.

EXECUTION OF CHILDREN'S GIFT/TOY STORE CONCESSION
LICENSE AGREEMENT WITH PARADIES GIFT SHOPS
AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 30, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Mayor to execute a Children's Gift/Toy Store Concession License Agreement between the City of Chicago and "Paradies Gift Shops" at Chicago O'Hare International Airport (which was referred on September 25, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA.
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Stone -- 47.

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. That the Mayor, subject to attestation by the City Clerk, approved by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Children's Gift/Toy Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Children's Gifts/Toy Concession License Agreement.

This Agreement made this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Paradies, Chicago, an Illinois corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part I--Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts the following space (sometimes referred to herein as "Concession Operations Space") located on the Airport property to be used for the purpose of operating a Children's Gift concession and for no other purpose:

Space No. B-4 consisting of 526 square feet, in Terminal Building 1 (Exhibits A and B); and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. BL-4, consisting of three hundred sixty (360) square feet in Terminal Building 1 (Exhibit C); and

all space as indicated on Exhibits A, B and C attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises").

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

- (a) The ninetieth (90th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of five (5) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor, therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public

for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1 (A), and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

- (a) Minimum Guarantee License Fee. An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of \$48,750.00 per annum for the period beginning on the Operation Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees (as hereinafter defined), but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than \$48,750.00 or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year; or
- (b) Percentage License Fee. A percentage license fee of 20% of gross receipts on sale up to \$500,000.00; and 30% of gross receipts on sales in excess of \$500,000.00 per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the Fixed License Fee and one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. *Pro Rata* Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees

to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensors. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agencies; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensors shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensors to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensors with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensors with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensors of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensors.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____ an _____ corporation, for the year ended _____ relating to the _____ concession operations at _____

Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____".

If the opinion of the independent certified public accountant is inadequate, unqualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensors may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a Children's Gifts concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit D attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to

encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibits A and B. The remodeling or construction of concession operations areas is to begin

within sixty (60) days after the Commencement Date and shall be completed within ninety (90) days after the Commencement Date. Failure to complete construction within said 90 day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits A and B as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount to Ninety and 00/00 Dollars (\$90.00) per square foot.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits A and B attached hereto, Licensor will provide the following improvements:

(1) Storefront:

Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be sliding tempered glass doors of the overhead track type. Frames and mullions shall have a 1-1/2 inch face dimension with an 8 inch high base. Vertical members shall be spaced according to a 5 foot - 0 module.

(2) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(3) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Facia facing exterior wall shall be painted radiant

metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(4) Flooring:

Carpet in project standard pattern No. 2.

(5) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(6) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

(7) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

- (1) All improvements not provided by Licensor including, but not limited to, sales counters, display cabinets, interior partitions, enclosures, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the

increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensors.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensors, in the sum of Twenty-four Thousand Three Hundred Seventy-five and 00/100 Dollars (\$24,375.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensors provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 5950 Fulton Industrial Boulevard SW, Atlanta, Georgia 30336 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II--General Provisions.

*Section 8.**Services To Be Performed By Licensee.*

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licenser.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be

offered for sale on the granted Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty- five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.

- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensors may, at Licensors's option, either (a) repair such damage as soon as reasonably possible at Licensors's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensors's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensors elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensors in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensors, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensors shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensors and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensors.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continued shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.

- (2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North La Salle
Street
City Hall--Room 501
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For the purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of

Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

*Section 19.**Assignment And Subletting.*

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

*Section 20.**Signs.*

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

*Section 21.**Redelivery.*

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

*Subject To Airline Agreements, Nondiscrimination
And F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not 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 otherwise commit an unfair employment practice. Licensee 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no persons shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits, of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

- A. Event of Default. Licensee shall be in default under this Agreement if:
1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
 2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Section 3; or

2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of lease termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of

such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized Advertising or Signage	8(F)	\$50.00
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse

areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

Section 35.

Minority Business Enterprise Participation.

Patric Jones and Chessie R. Jones are the 100% shareholders of Senjo Enterprises Limited, ("Senjo"), an Illinois corporation and the minority business enterprise ("M.B.E.") participant in Licensee's operations at the Airport. Throughout the term of this Agreement, E. Patric Jones and Chessie R. Jones shall at all times retain such ownership interest in Senjo, shall at all times remain actively involved in its management and operation and shall not convey, transfer, sell, issue otherwise dispose of or permit the foregoing to occur, without the prior written consent of the Commissioner of Aviation. During the term of this Agreement, Senjo shall at all times maintain no less than a thirty percent (30%) ownership interest in Licensee and neither Licensee, E. Patric Jones, Chessie R. Jones or Senjo shall convey, transfer, sell, issue, otherwise dispose of or permit to be conveyed, transferred, issued or dispose of any shares or other interest in Licensee if such action would result in the reduction Senjo's ownership interest in Licensee to less

than thirty percent (30%), without the prior written consent of the Commissioner of Aviation.

Patric Jones and Chessie R. Jones shall at all times remain actively involved in the management and operations of the Licensee's business under this Agreement. They shall have all of the usual indicia of ownership, including decision making authority in such areas as personnel and purchasing and disbursement of funds and must share in the risks and profits commensurate with their ownership interest, as demonstrated by an examination of the substance rather than the form of the partnership arrangement.

In no event shall the ownership and management interest of Senjo Enterprises Limited or any other permitted successor M.B.E. participant in Licensee, be less than thirty percent (30%).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signatures forms omitted for printing purposes.]

[Exhibits A, B, C and D printed on pages 4529
through 4555 of this Journal.]

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

COMMITTEE ON BEAUTIFICATION AND RECREATION.

ISSUANCE OF PERMITS FOR ART FESTIVAL, CARNIVAL, SIDEWALK SALES, STREET FAIRS AND MISCELLANEOUS CLOSINGS.

The Committee on Beautification and Recreation submitted the following report:

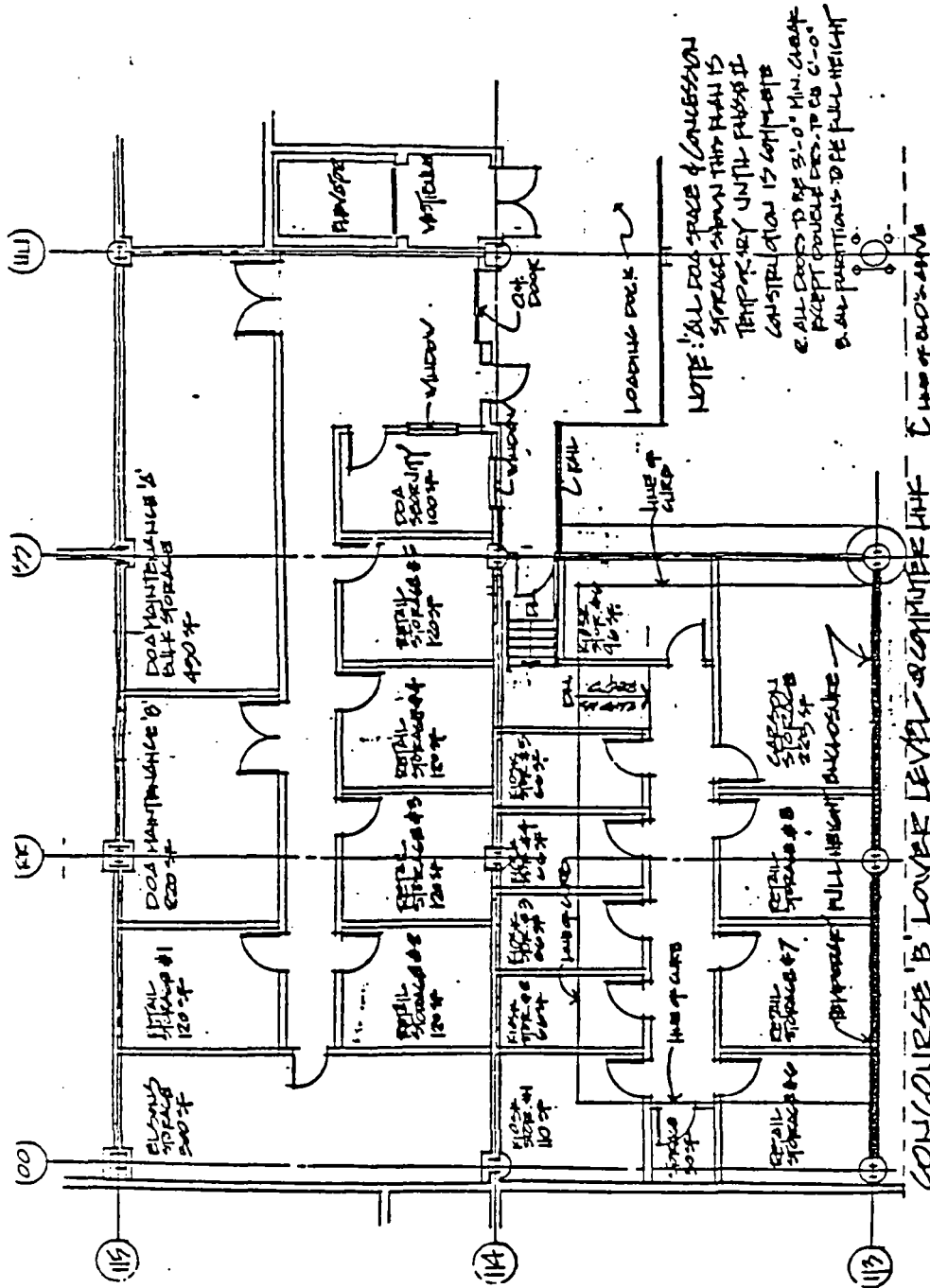
CHICAGO, September 30, 1987.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having under consideration 17 orders (which were referred on September 9, 1987 and September 23, 1987) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of street carnivals, street fairs, sidewalk sales and street closing for specific purposes, begs leave to recommend that Your Honorable Body *Pass* the said orders, which are transmitted herewith.

(Continued on page 4556)

EXHIBIT C



ORD Chicago-O'Hare International Airport Development Program

OTIARE ASSOCIATES
 Supervisory Consultant
 A Joint Venture of Murphy/Jahn, Inc.
 Emerydyne Engineers, Inc. & Schall Associates

Drawn By: _____
 Date: 10-10-86 Scale: 1/8" = 1'-0"

Checked By: _____
 Date: 10-10-86 Scale: 1/8" = 1'-0"

Sheet No. 7 of 2

REV 5-1-87

PROJECT: TERMINAL 1 COMPLEX DOOR/CONCESSION (TEMPORARY) SPACE DESIGN/DETAILS

Job Number: OOP 141 PW

*Exhibit "D".**Product List.***Infants Clothing 12 months -- 18 months -- 24 months****Chicago Graphics**

Lap Shirts	\$4.99
Rainbow Dress	\$7.99
One Piece Playsuit	\$7.99
Sweatsuit	\$12.99
Fleece Dress	\$10.99
Romper	\$7.99
Little Slugger Cap	\$2.99
Animal Embroidered Cap	\$3.99
Plush Animal Visors	\$3.99

"If You Think I'm Cute . . ."

Lap Shirt	\$4.99
Hooded Sweatshirt	\$7.99

Mickey Mouse Graphics

Boxed Gift Set	\$9.99
Interlock Short Set	\$5.99
Fleece Jog Set	\$12.99

Boxed Disney Character Shoes	\$2.99
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Toddler Clothing 2T--3T--4T--6T

Chicago Graphics

Rainbow Dress	\$8.99
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Two Tone Sport Top	\$6.99
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Sweatshirt	\$9.99
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Sweatsuit	\$12.99
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Fleece Dress	\$9.99
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Little Slugger Caps	\$2.99
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Animal Embroidered Caps	\$3.99
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Plush Animal Visors	\$3.99
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Mickey Mouse Graphics

Interlock Short Sleeve Polo	\$6.99
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Interlock Short Set	\$6.99
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Youth Clothing

Tumblin' Pandas Sweatshirt	\$12.99
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Chicago Skyline Sweatshirt	\$12.99
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Script Chicago Panel Sweatshirt	\$15.99
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Puff Bears Sweatshirt	\$12.99
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Embroidered Left Chest Sweatshirt	\$15.99
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Embroidered Left Chest Sweater	\$19.99
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Puff Print Chicago Cap	\$4.99
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Two Piece Set	\$12.99
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Trend Products

Plush Talkers

Country Bear	\$29.95
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Smart Sam	\$29.95
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Percy the Cat	\$19.95
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Baxter the Dog	\$19.95
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Notions

Staplers	\$5.95
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Zippler Pulls	\$.79
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Frames	\$5.95
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Light Switch Covers	\$6.95
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Three Piece Desk Set	\$11.95
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Four Piece Desk Set	\$15.95
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Toothbrush Mug Set	\$16.95
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Letter Holder	\$3.95
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Pen Holder	\$4.95
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Key Rings	\$1.95
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Magnets	\$1.95
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Pencil Cup	\$5.95
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Pencil Sharpener	\$2.95
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Memo Pad	\$4.95
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Photo Caddy	\$5.95
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Pajama Hook	\$4.95
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Dakin

Cuddle Bear	\$18.95
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Mini Cuddles	\$7.95
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Hugging Koalas	\$10.95
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Monkey Around	\$17.95
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Kuddley Koala	\$6.95
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Little Gordo Gorilla	\$22.95
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Kora Kangaroo	\$9.95
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Winston St. Bernard	\$49.95
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Princess Kitty	\$14.95
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Mama and Baby Koala	\$19.95
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Mama and Baby Panda	\$19.95
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Mama and Baby Cat	\$19.95
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Mama and Baby Brown Bear	\$19.95
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Mama and Baby Sheep Dog	\$19.95
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Mama and Baby Pigs	\$29.95
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Peggy Jo	\$15.95
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Sherrie Skunk	\$15.95
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Keiko Rabbit	\$15.95
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Snowball Samoyed	\$15.95
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Goo Goo Gorilla	\$14.95
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9/30/87

Premmie Hugo	\$18.95
Baby Hugo	\$39.95
Hungry Hugo	\$19.95
Goo Goo Teddy	\$16.95
Garfield Mini	\$6.95
Garfield Happy/Sad	\$14.95
Garfield Don't Ask	\$12.95
Odie Mini	\$6.95
Opus Sitting	\$9.95
Opus	\$16.95
Opus Yuppy	\$22.95
Special Effects	
Mess Hall	
Chow Hound	
Small Tasmanian Devil	\$9.95
Small Tweety Pie	\$14.95
Small Sylvester	\$9.95
Small Daffy Duck	\$9.95
Small Speedy Gonzalas	\$9.95
Daffy Duck	\$9.95
Sylvester	\$9.95
Tweety Pie	\$14.95
Bugs Bunny	\$14.95
Large Bugs Bunny	\$14.95
	\$14.95
	\$27.95

Yosemite Sam	\$14.95
Large Yosemite Sam	\$34.95
Pink Panther	\$9.95
Le Sport	\$26.95
Warner Brothers Puppets	\$7.95
Bamboo Panda	\$37.95
Brad Bear Junior	\$27.95
Brad Bear	\$44.95
Rickey Koala Junior	\$24.95
Rickey Koala	\$44.95
Jocho Grizzley	\$9.95
Eskimo Dog	\$74.95
Pekinese	\$27.95
Samoyed	\$32.95
Avanti	
Baby Animals Golden Retriever Pup	\$35.00
Baby Animals Schnauzer Pup	\$35.00
Baby Animals Dalmatian Pup	\$40.00
Baby Animals German Shepherd Pup	\$40.00
Baby Animals Beagle Pup	\$40.00
Baby Animals Cocker Pup	\$40.00
Baby Animals Puddle Pup	\$35.00
Baby Animals Afghan Pup	\$40.00

Baby Animals Bulldog Pup	\$40.00
Baby Animals Sheepdog Pup	\$40.00
Baby Animals Bassett Hound Pup	\$40.00
Baby Kittens Grey Tabby	\$35.00
Baby Kittens Himalayan	\$35.00
Baby Kittens Orange Tabby	\$35.00
Baby Kittens White Persian	\$35.00
Baby Redwood Bear	\$35.00
Polar Bear Sitting	\$65.00
Polar Bear Lying	\$65.00
Panda Bear	\$95.00
Teddy Bear	\$105.00
Junior Teddies	\$25.00
Large Golden Bear 22 inches	\$75.00
Small Golden Bear 12 inches	\$35.00
Small Classic Bear 19 inches	\$40.00
Classic Teddy 22 inches	\$45.00
Classic Teddy 20 inches	\$45.00
Classic Teddy 32 inches	\$105.00
Calico Cat Lying 19 inches	\$25.00
Calico Cat Sitting 14 inches	\$35.00
Black Persian Cat 22 inches	\$35.00
Red Tabby 18 inches	\$70.00
Himalayan 24 inches	\$80.00
Grey Tabby 14 inches	\$70.00

Grey Tabby Kitten 18 inches	\$45.00
No American Bear Lying 19 inches	\$65.00
No American Bear Sitting 17 inches	\$65.00
Beagle Pup	\$50.00
Cocker Pup	\$65.00
Bulldog 16 inches	\$65.00
Scottish Terrier 17 inches	\$65.00
English Spaniel Pup	\$30.00
Cocker Spaniel Pup	\$50.00
Llasa Apso	\$90.00
Black Poodle	\$125.00
Black Poodle Pup	\$50.00
Golden Retriever Pup	\$50.00
Yorkshire Terrier	\$60.00
Large Schnauzer	\$115.00
Schnauzer Pup	\$50.00
Collie Pup	\$60.00
Large Collie	\$500.00
Old English Sheepdog Pup	\$70.00
Large Old English Sheepdog	\$600.00
German Shepherd Pup	\$65.00
Large German Shepherd	\$600.00
White Persian Cat 17 inches	\$70.00
Afghan Pup	\$115.00

Mother Koala and Baby	\$90.00
Lynx	\$265.00
Afghan Hound	\$600.00

Jacaman Dean

Afghan Lying 30 inches	\$220.00
Afghan Lying 20 inches	\$140.00
Afghan Sitting 22 inches	\$210.00
Collie Lying Small	\$165.00
Collie Lying Medium	\$220.00
Collie Standing 35 inches	\$120.00
Sheepdog Lying 22 inches	\$120.00
Sheepdog Sitting 20 inches	\$395.00
Sheepdog Standing 30 inches	\$495.00
Sheepdog Sitting 32 inches	\$350.00
Pekinese	\$195.00

The Paradies Collection

Mini Animals: Bear, Gorilla, Dog, Raccoon,	\$10.95--\$55.00
Polar Bear, Other	
12 inch Bear, 2 Assorted	
Large White Polar Bear	
Large Gorilla, 2 Assorted	
Large Bear, 3 Assorted	
Calico Stuffed Animals: Rocking Horse, Horse	

Duck, Bear

Toys

Tedco

Gyroscope

\$3.95

Kypgo

Radiometer

\$4.95

Weisman

Pilot's Cap

\$4.95

Fantasy World

Disney Scissors

\$1.50

Mickey Ear Hat

\$3.95

Donald Squeek Hat

\$4.95

Disney Two Deck Cards

\$2.95

Disney Drool Bibs

\$1.95

Disney Gum Soother

\$2.95

Mickey Fun Mug

\$4.95

Mickey Rocket Mug

\$4.95

Donald Fun Mug

\$4.95

Disney Tumbler

\$1.95

Disney Training Cup

\$1.95

Disney Magic Slate	\$1.50
Disney Deluxe Rattle	\$1.95
Disney Musical Toothbrush	\$1.95
Disney Large PVC Tote	\$3.95
Mickey Sponge Ball	\$1.50
Orange Bird Banks	\$2.95
Disney Patent Wallets	\$2.95
Disney Stained Glass	\$1.50
Disney Love Tote	\$8.95
Five Piece School Set	\$2.95
Disney Sunglasses	\$1.95
Disney Sunglasses	\$2.95
Goofy Hat	\$9.95
Mickey Harmonica	\$2.95
Mickey Telescope	\$1.95
The Paradies Collection	\$3.95--\$19.95
Speedy Racer, 5 Assorted	
Superbike, 6 Assorted	
"Converters", 14 Assorted	
Wind Up Plane, Copter and Car	
Die Cast Cars, 4 Assorted	
Die Cast Airplanes, 8 Assorted	
Police Patrol Play Sets	

Fire Fighter Play Sets

Super Three Set

Formula Race Car, Wind Up

Airport Play Set

Wind Up See Through Fun Plane, 2 Assorted

Space Shuttle Play Set

Wind Up Mini Fish Game

Golf Play Set

Wooden Tool Belt

Rotocopters, Play Helicopters

Frogmen

Goggle Swimmer

Bakery Mixer/Drink Blender Play Set

Flip Over Plane

Wheelie Action Tricycle

Large Fishing Game

Large Octopus Game

Jumping Flipper Set

Flying Penguin Set

Space Shuttle

Interchange Play Set

My Little Fish

\$24.95

Talking Bear

\$69.95

Puzzles

Hand Held Water Games	\$3.95--\$8.95
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Small Wooden Puzzles, 9 Assorted	
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Large Wooden Puzzles, 10 Assorted	
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Wooden Number Puzzle	
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Wooden Alphabet Puzzle	
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Wooden U.S.A. Map Puzzle	
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Chromatics

Rocking Clown	\$9.95--\$18.95
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Clown in Circle	
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Space Ball	
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Revolving Space Shuttle	
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Altair	
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Form "L"	
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Form "S"	
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Windmill	
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Everyready Batteries

Energizers AA	\$1.99
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Energizers AAA	\$1.99
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Energizers C	\$2.99
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Energizers D	\$2.99
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Energizers 9V	\$2.99
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Games

Lee Publications

Yes and Know Games	\$2.50
Trivia Books	\$2.50
Play or Pass Games	\$2.50
Sports Games	\$2.50
Mystery Games	\$2.50
Bible Books	\$2.50
Fairy Tales	\$2.50
Guess and Show	\$2.50
Disney Magic Pen Books	\$2.50
Disney Invisible Ink Books	\$2.50
Raggedy Ann and Andy Books	\$2.50
Cross and Know Games	\$2.50
Pencil Games	\$2.50
Famous Faces	\$2.50
Fun Forms	\$2.50
Magic Pen Books	\$2.50
Posters	\$2.50

Western Publishing

Coloring Books	\$1.95
Crayons	\$1.50
Magic Slate	\$.95

Card Games	\$.95
Golden Books	\$.95
Sturdy Books	\$3.95
Sturdy Shapes	\$2.95
Mini Sturdy Books	\$2.95
Sesame Street Books	\$2.95
Big Story Books	\$2.95
Book and Tape Sesame Street	\$4.95
Book and Tape Lil' Critter	\$4.95
Disney Puzzle	\$1.95
Sesame Street Puzzle	\$1.95
Pound Puppies Puzzle	\$1.95
Carton Puzzle	\$1.95
Gobot Puzzle	\$1.95
Smethport Travel Games	
Checkers	\$3.95
Chess	\$3.95
Backgammon	\$3.95
Dolls	
Effanbee	
Storybook	
Snow Queen	\$40.00
Little Girl with Curl	\$40.00

Sugar Plum Fairy	\$40.00
Alice in Wonderland	\$40.00
Cinderella	\$40.00
Snow White	\$40.00
Queen of Hearts	\$40.00
Victoria	
Cornwall	\$65.00
Salisbury	\$65.00
Dover	\$65.00
Coventry	\$65.00
Bride	\$70.00
Wizard of Oz	
Tin Man	\$40.00
Strawman	\$40.00
Cowardly Lion	\$40.00
Wicked Witch	\$40.00
Good Witch	\$40.00
Broadway	\$135.00
Gramercy Park	\$135.00
Murray Hill	\$135.00
Duffy Square	\$135.00
Madame Alexander	

International Dolls

Canada	\$35.00
Germany	\$35.00
Sweden	\$35.00
Switzerland	\$35.00
Spain	\$35.00
Jamaica	\$35.00
Egypt	\$35.00
Dominican Republic	\$35.00
Brazil	\$35.00
India	\$35.00
Ireland	\$35.00
France	\$35.00
Italy	\$35.00
Phillipines	\$35.00
Panama	\$35.00
Peru	\$35.00
Great Britain	\$35.00
United States	\$35.00
Greece	\$35.00
Thailand	\$35.00
China	\$35.00
Poland	\$35.00

Austria	\$35.00
Austrian Bay	\$35.00
Storyland Dolls	
Amy	\$35.00
Beth	\$35.00
Jo	\$35.00
Meg	\$35.00
Marnie	\$35.00
Laurie	\$35.00
Scarlett	\$35.00
Mother Goose	\$35.00
Ballerina	\$35.00
Betsy Ross	\$35.00
Bride	\$35.00
Mary Mary	\$35.00
Miss Muffet	\$35.00
Hansel	\$35.00
Gretel	\$35.00
Red Riding Hood	\$35.00
Bo Peep	\$35.00
Girls Dolls	
Ana McGuffey	\$70.00
Lucinda	\$65.00

Poor Cinderella	\$40.00
Fairy Godmother	\$70.00
Alice	\$45.00
Snow White	\$70.00
Heidi	\$55.00
Rebecca	\$55.00
Sleeping Beauty	\$70.00
Portrait Children	
Blue Boy	\$50.00
Pinkie	\$55.00
Melanie	\$75.00
Fine Arts Series	
Manet	\$75.00
Renoir Girl	\$60.00
Degas	\$55.00
Sargent's Girl	\$75.00
Elise Series	
Ballerina	\$85.00
Bridesmaid	\$110.00
Bride	\$110.00
Opera Series	

Carmen	\$95.00
La Bohemme	\$95.00
Salome	\$95.00
Tristan and Isolde	\$95.00

First Ladies

Lucy Hayes	\$125.00
Lucretia Garfield	\$125.00
Mary McElroy	\$125.00
Francis Cleveland	\$125.00
Caroline Harrison	\$125.00
Mary McKee	\$125.00

The Paradies Collection	\$9.95--\$75.00
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Musical Clowns, 2 Assorted
Porcelain Fashion Dolls, 6 Assorted
Porcelain Dolls, 4 Assorted
Pierrots Dolls, 3 Assorted
Mini Clowns, 6 Assorted

Children's Jewelry

Sara Coventry

14K Earrings	\$14.95--\$34.95
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Tacoa

Kiddie Jewelry Sets	\$6.95
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Reo

Pin Earring Necklace Set	\$5.95
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Children's Watches	\$3.95--\$15.95
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The Paradies Collection

Mini LCD	
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Musical Watch	
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Engineer Watch	
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Children's Gifts

Enesco

Ceramics

Clown Banks	\$7.95
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Elephants	\$8.95
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Elephant on Drum	\$7.95
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Teddy	\$8.95
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Pull Toy Figurines	\$3.95
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Pull Toy Bank	\$8.95
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Precious Moments Tea S	\$24.95
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Precious Moments Bell	\$5.95
Precious Moments Heart	\$5.95
Precious Moments Water	\$16.95
Precious Moments Water	\$9.95
Precious Moments Mug	\$6.95
Precious Moments Pig B	\$10.95
Precious Moments Plate	\$6.95
Calico Pig Banks	\$8.95
Animal Quilt Banks	\$7.95
Animal Quilt Figurines	\$4.95

Ceramic Clowns

Sevilla Hobo Clowns	\$29.95
Sevilla Pierrot Clown	\$19.95
Sevilla Babies	\$7.95
Brights Clowns with Balloons	\$19.95
Brights Tumbling Clowns	\$4.95
Brights Hobo Clowns	\$29.95
Brights Baby Clowns	\$7.95
Brights Clowns with Umbrellas	\$7.95
Brights Miniatures	\$3.95

Mele**Childrens Jewelry Boxes**

Petite Pirouette Box	\$10.95
Kiddie Cart	\$12.95
Country Cottage	\$14.95
Little Folks	\$10.95
Belinda	\$12.95
Treasure Trove	\$12.95

The Paradies Shops

Savings Banks	\$6.95--\$19.95
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Race Car Bank

Classic Cars

Caterpillar

Lion

Teddy Bear

Alligator

Cash Boxes

Music Boxes	\$14.95--\$29.95
Children's Collectibles	\$3.00--\$14.95
Porcelain Face Masks, 8 Assorted	
Mini Porcelain Face Masks	
Pierrot Box	
Children's Totes and Backpacks	\$5.95--\$19.95
Generic Theme, 2 Assorted	
Chicago Theme, 3 Assorted	
Backpacks, 5 Assorted Styles	
Musical Drinking Mugs	\$12.95
Hand Painted Sail Boats, Large, 3 Assorted	\$45.00--\$80.00
Hand Painted Sail Boats, Small, 2 Assorted	\$45.00--\$80.00

(Continued from page 4528)

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

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schuler, each of the said proposed orders transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 47.

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):

ART FESTIVAL.

Mr. Vince Gomez.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Vince Gomez, 2801 North Ridgeway Avenue, for the conduct of the Annual "Latino Art Festival '87" on South Homan Avenue (both sides) from 2600 South Homan Avenue to the first alley south thereof, for the period of August 14 through August 16, 1987, during the hours of 6:00 A.M. and 12:00 A.M. and on August 17, 1987 during the hours of 6:00 A.M. and 12:00 noon.

CARNIVAL.

Our Lady Of Good Counsel Parish.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Parish of Our Lady of Good Counsel, 3528 South Hermitage Avenue, for the conduct of a carnival on South Hermitage Avenue from 3500--3600 and West 36th Street, from South Hermitage Avenue to South Wood Street, for the period of September 14 through September 21, 1987, during the hours of 6:00 A.M. on September 14th, through 12:00 A.M. on September 21st, 1987.

SIDEWALK SALES.

Hyde Park Kenwood Community Conference.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Hyde Park Kenwood Community Conference, 1376 East 53rd Street, for the conduct of a sidewalk sale on South Harper Avenue (both sides), between East 52nd Street and East 53rd Street, on Saturday, October 17, 1987, during the hours of 9:00 A.M. and 8:00 P.M.

Garfield Park-Chamber Of Commerce.
August 6--8, 1987.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Garfield Park-Chamber of Commerce, 4157 West Madison Street, for the conduct of a sidewalk sale on West Madison Street (both sides) from North Hamlin Avenue to South Keeler Avenue, for the period of August 6 through August 8, 1987, during the hours of 10:00 A.M. and 6:00 P.M.

Garfield Park-Chamber Of Commerce.
August 27--29, 1987.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Garfield Park-Chamber of Commerce, 4157 West Madison Street, for the conduct of a sidewalk sale on West Madison Street (both sides) from North Hamlin Avenue to South Keeler Avenue, for the period of August 27 through August 29, 1987, during the hours of 10:00 A.M. and 6:00 P.M.

Lake View East Development Corporation.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lake View East Development Corporation, 3171 North Halsted Street, for the conduct of a sidewalk sale on West Diversey Avenue (both sides) from 300 to 670; and North Broadway (both sides) from 2800 to 3500, during the hours of 10:00 A.M. and 8:00 P.M. each day for the period of September 25 through September 27, 1987 (rain dates October 2 through October 4, 1987).

Uptown Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Uptown Chamber of Commerce/Jane Mostyn, 4743 North Broadway, for the conduct of a sidewalk sale on North Broadway (both sides) between West Sunnyside Avenue and West Ainslie Street, for the period of October 15 through October 17, 1987, during the hours of 8:00 A.M. and 8:00 P.M. each day.

STREET FAIRS.

Mr. Thomas Gray.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Thomas Gray, 3433 South Indiana Avenue, for the conduct of the Douglas-Grand Boulevard Neighborhood Festival on South King Drive between East 32nd Street and East 35th Street for the period of September 10 through September 13, 1987, in accordance with the City's carnivals ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

57th Street Children's Book Fair Committee.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 57th Street Children's Book Fair Committee, 188 West Randolph Street, for the conduct of a fair for the period of September 27, 1987, during the hours of 12:00 noon and 5:00 P.M. on East 57th Street (both sides) between South Kimbark and South Kenwood Avenue.

STREET CLOSINGS.

South Chicago Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the South Chicago Chamber of Commerce, 9204 South Commercial Avenue, to close to traffic East 93rd Street between South Houston Avenue and South Brandon Avenue and also South Houston Avenue from the first alley south of East 92nd Street to East 93rd Street, for the conduct of a street festival, for the period of September 15 through September 20, 1987, in accordance with the City's carnivals ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Mr. David Jaroszewski.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to David Jaroszewski, 9802 South Ewing Avenue, to close to traffic East 98th Street, between South Avenue G and Crilly Drive; South Avenue G at Crilly Drive; and Crilly Drive, between South Avenue G and Walton Drive, for the conduct of the East Side Bocce Tournament, during the hours of 9:00 A.M. and 9:00 P.M.

Mr. Matt Rooney/Brighton Park Businessmen's Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Matt Rooney, Executive Director, Brighton Park Businessmen's Association, 2949 West 43rd, Street to close to traffic South Archer Avenue (both sides) between South California Avenue and South Kedzie Avenue, for the conduct of a street and sidewalk sale for the period of September 10, 1987 through September 13, 1987 during the hours of 9:00 A.M. to 8:00 P.M.

Concerned Block Clubs Of The Southwest Side.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Concerned Block Clubs of the Southwest Side, 1939 West 59th Street, to close to traffic West 52nd Street, between South Ada Street and South Racine Avenue, from 8:00 A.M. on September 28 to 10:30 P.M. on October 4, 1987, for the conduct of a carnival and 2nd Annual October Fest, in accordance with the City's carnivals ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Lakeview Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lakeview Chamber of Commerce, 3333 North Marshfield Avenue, to close to traffic North Lincoln Avenue, between North Ashland Avenue and West Roscoe Street and the adjoining side streets--West Melrose Street and West School Street, for the conduct of an October Festival for the period of Friday, October 2, 1987 from 4:00 P.M. to 10:00 P.M.; Saturday, October 3, 1987 from 12:00 noon to 11:00 P.M.; and Sunday, October 4, 1987 from 12:00 noon to 8:00 P.M.

Lettuce Entertain You Enterprises, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lettuce Entertain You Enterprises, Incorporated, 5419 North Sheridan Road, to close to traffic West Huron Street, between North Sedgwick Street and North Hudson Avenue, on September 15, 1987, during the hours of 8:00 P.M. to 2:00 A.M., for the conduct of a charity event for the John Belushi Scholarship Fund to take place at the Scoozi Restaurant, 410 West Huron Street (a tent will be erected extending three feet into the street).

Chicago Dining Authority, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Dining Authority, Incorporated, 218 North Jefferson Street, to close to traffic North Dearborn Street, between West Wacker Drive and West Kinzie Street on Wednesday, October 21, 1987, during the hours of 7:30 P.M. and 9:00 P.M. for the Grand Opening of Harry Caray's Restaurant located at Dearborn and Kinzie Streets; and, further, that permission be granted for the construction of a temporary speaker's platform on the sidewalk along the west wall of said restaurant to be dismantled immediately following the ceremonies.

**COMMITTEE ON LAND ACQUISITION,
DISPOSITION AND LEASES.**

**ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY LOCATED AT 1637
NORTH DAYTON STREET.**

The Committee on Land Acquisition, Disposition and Leases 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 of Chicago hereby accepts the bid of William C. Holtz and Charles M. Shenk, not as tenants in common but as joint tenants, 949 West Armitage Avenue, Chicago, Illinois to purchase for the sum of \$131,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1986, page 26275 described as follows:

Lot 58 in Subdivision of Block 6 of Sheffield's Addition to Chicago, in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1637 North Dayton Street, Permanent Tax No. 14-32-426-024).

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 \$13,150.00 submitted by said bidder to the Department of Housing, City Real Estate Section, 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.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	North Desplaines Street (east side) from a point 110 feet north of West Lake Street to a point 40 feet north thereof--at all times--no exceptions; North Desplaines Street (east side) from a point 150 feet north of West Lake Street to a point 50 feet north thereof--at all times--no exceptions;
<i>BLOOM</i> (5th Ward)	South Chappel Avenue (west side) from a point 57 feet north of East 75th Street to a point 25 feet north thereof;
<i>GARCIA</i> (22nd Ward)	South Trumbull Avenue at 2630--9:00 A.M. to 6:00 P.M.--no exceptions;
<i>MELL</i> (33rd Ward)	North Kedzie Avenue at 3937--8:00 A.M. to 6:00 P.M.--Monday through Friday; North Albany Avenue at 3457--8:00 A.M. to 11:00 P.M.--no exceptions;
<i>CULLERTON</i> (38th Ward)	North Cicero Avenue (west side) from a point 70 feet south of West Addison Street to a point 60 feet south thereof--8:00 A.M. to 8:00 P.M.--Monday through Saturday;
<i>NATARUS</i> (42nd Ward)	East Ohio Street at 211--at all times- -no exceptions; North Franklin Street at 750 (alongside West Chicago Avenue, at the delivery door)--at all times--no exceptions.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON SPECIFIED
PUBLIC WAYS.

Alderman Huels (11th Ward) presented two proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance
West 46th Place	From South Wells Street to South Princeton Avenue--westerly;
West 46th Street	From South Princeton Avenue to South Wells Street--easterly.

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC
RESTRICTION ON PORTION OF NORTH
GRESHAM AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to discontinue the one-way traffic restriction on North Gresham Avenue, from West Barry Avenue to North Milwaukee Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS ON
PORTION OF EAST OHIO STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of two parking meters numbered 1702 (228-1901) and 1719 (228-1090) located in front of 211 East Ohio Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL
TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles 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
<i>BLOOM</i> (5th Ward)	South Stony Island Avenue (west side) from a point 612 feet south of East 57th Street to a point 164 feet south thereof;
<i>FARY</i> (12th Ward)	South Wood Street at 3722 (except for handicapped);
<i>CARTER</i> (15th Ward)	West 59th Street (both sides) from 1600 to 2200 (for trucks only);
<i>LANGFORD</i> (16th Ward)	South Laflin Street at 7015;
<i>GARCIA</i> (22nd Ward)	South Sacramento Avenue at 2319 (except for handicapped);
<i>BANKS</i> (36th Ward)	North McVicker Avenue at 2451 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Giddings Street at 6120 (except for handicapped);
<i>LAURINO</i> for <i>O'CONNOR</i> (40th Ward)	North Talman Avenue at 4913 (except for handicapped);
<i>EISENDRATH</i> (43rd Ward)	West Wrightwood Avenue at 1335 (except for handicapped);
<i>HANSEN</i> (44th Ward)	West Stratford Place at 545 (at driveway and loading dock);
<i>EISENDRATH</i> for <i>ORR</i> (49th Ward)	North Ravenswood Avenue (east side) at 6911; 2542 West Columbia Avenue at 1257.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated and at the locations and for the times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MADRZYK (13th Ward)	South Kenneth Avenue at 6424 (three signs between 64th and 65th Streets)- 7:00 A.M. to 4:00 P.M.--on all school days;
MELL (33rd Ward)	North Kedzie Avenue at 3000 (Bus Stop)-6:00 A.M. to 8:00 P.M.-- Monday through Friday;
HANSEN (44th Ward)	West Diversey Parkway (north side) from North Ashland Avenue eastward to North Sheridan Road--4:00 P.M. to 6:00 P.M.--Monday through Friday.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTION OF WEST FULLERTON
AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles on the north side of West Fullerton Avenue, at the 2700 block--1 hour--9:00 A.M. to 5:00 P.M.--Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
GARCIA (22nd Ward)	3200 block of South Kedvale Avenue (both sides)--6:00 P.M. to 9:00 A.M.-- Monday through Friday--at all times Saturday and Sunday;
SCHULTER (47th Ward)	4800 block of North Leavitt Street (both sides)--at all times.

*Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT
PARKING ZONE ON PORTION OF WEST 102ND
STREET.*

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the residential permit parking zone on both sides of West 102nd Street, from South Springfield Avenue to South Pulaski Road, at all times, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF TOW AWAY ZONE ON
PORTION OF SOUTH CICERO AVENUE.*

Alderman Madrzyk (13th Ward) presented a proposed ordinance to establish a tow away zone on both sides of South Cicero Avenue, from West 59th Street to West 63rd Street, at all times with no exceptions, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.*

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
ROTI (1st Ward)	North May Street, at the intersection of West Ohio Street--"Stop";
BLOOM (5th Ward)	Intersection of 55th Street and South Woodlawn Avenue--"No Turn On Red -- 7:00 A.M. to 7:00 P.M.";
CARTER (15th Ward)	Intersection of West 70th Street and South Campbell Avenue--"4-Way Stop";
LANGFORD (16th Ward)	Intersection of West 70th Street and South Aberdeen Street, stopping eastbound traffic on West 70th Street at the southwest corner of South Aberdeen Street--"Stop";

Alderman	Location And Type Of Sign
<i>KELLAM</i> (18th Ward)	Intersection of South Wolcott Avenue and 85th Street--"2-Way Stop"; Intersection of 79th Place and Kilbourn Avenue--"4-Way Stop"; Intersection of 81st Street and Kilbourn Avenue--"4-Way Stop";
<i>J. EVANS</i> (21st Ward)	South Racine Avenue, at the intersection of West 92nd Street-- "Stop"; South Marshfield Avenue, at the intersection of West 90th Street-- "Stop";
<i>SOLIZ</i> (25th Ward)	South Washtenaw Avenue, at the intersection of West 24th Street-- "Stop";
<i>DAVIS</i> (29th Ward)	In front of 301 North Mayfield Avenue-- "No Parking";
<i>MELL</i> (33rd Ward)	West Palmer Avenue and North Maplewood Avenue (one-way street, northerly)--"Stop"; West Palmer Avenue and North Campbell Avenue (one-way street, southerly)--"Stop"; North Maplewood Avenue (one-way street, northerly) at the intersection of West Medill Avenue--"Stop"; West Belden Avenue (one-way street, westerly) and North Maplewood Avenue (one-way street, northerly)-- "Stop"; North Maplewood Avenue (one-way street, northerly) at the intersection of West Shakespeare Avenue--"Stop";
<i>BANKS</i> (36th Ward)	North Olcott Avenue and West Wellington Avenue--"Do Not Enter";

Alderman

Location And Type Of Sign

CULLERTON (38th Ward)

West Waveland Avenue (one-way street, easterly) at the intersection of North Major Avenue--"Stop";

West Berteau Avenue (one-way street, easterly) at the intersection of North Lockwood Avenue--"Stop";

West Eddy Street (one-way street, easterly) at the intersection of North Major Avenue--"Stop";

HANSEN (44th Ward)

North Elaine Place (one-way street, northerly) at the intersection of West Cornelia Avenue--"Stop";

Intersection of West Roscoe Street and North Racine Avenue--"3-Way Stop";

EISENDRATH for *ORR* (49th Ward)

Intersection of West Rosemont Avenue and North Lakewood Avenue --"4-Way Stop".

Referred -- ESTABLISHMENT OF WEIGHT LIMITATION ON
PORTION OF SOUTH THROOP STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on South Throop Street, from Archer Avenue south to West 31st Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR
AREAS.

The aldermen named below presented two proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN GILES (37th Ward):

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 3-L bounded by

West Walton Street; North Cicero Avenue; West Iowa Street; and the alley next west of and parallel to North Cicero Avenue.

BY ALDERMAN LEVAR (45th Ward):

To classify as a B5-1 General Service District instead of a B4-1 Restricted Service District the area shown on Map No. 13-N bounded by

West Foster Avenue; West Foster Place; North Harlem Avenue; the alley next south of and parallel to West Foster Avenue; the alley next northwest of and parallel to West Foster Place; and the alley east and parallel to North Harlem Avenue.

3. CLAIMS

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-three proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
BLOOM (5th Ward)	Lake Terrace Condominium Association (3);
CALDWELL (8th Ward)	London Towne Houses Cooperative, Incorporated;
KELLAM (18th Ward)	Dennis O. Baker;
LAURINO (39th Ward)	Phylis and Anthony Laurino; Interstate Blood Bank, Incorporated;
NATARUS (42nd Ward)	201 East Chestnut Condominium Association;

Alderman

Claimant

EISENDRATH (43rd Ward)

100 East Walton Condominium
Association;
The Darien Condominium Homes;
1110 North Lake Shore Homeowners
Association;
1000 Condominium Association;
1330 North LaSalle Street
Condominium Association;
257 East Delaware Condominium
Association;
1327 North Dearborn Condominium
Association (2);
2650 Lakeview Condominium
Association;
Americana Towers Condominium;
2500 Lakeview Association;
Hemingway House Condominium
Association;
Kennelly Square Condominium
Association;
Wells Street Studios (formerly
known as Montgomery Court
Condominium Association);

SHILLER (46th Ward)

740--742 Bittersweet Condominium
Association;

SCHULTER (47th Ward)

Argyle Estates Condominium
Association.

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 -- DRAFTING OF ORDINANCES DIRECTED
FOR VACATIONS OF SPECIFIED
PUBLIC ALLEYS.

Two proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east-west 16-foot public alley running west from North Armour Street in the block bounded by West Hubbard Street, West Kinzie Street, North Armour Street and North Bishop Street for Advanced Process Supply Company (No. 8-1-87-1183); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council; and

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 10 feet of the east 35 feet, more or less, of that part of the east-west public alley (known as West Ferdinand Street) lying between a line 215 feet east of the east line of North Armour Street and a line 250 feet east of the east line of North Armour Street for Advance Process Company (No. 8-1-87-1184); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Roti, each of the foregoing proposed orders was *Passed*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF NORTH STATE STREET FOR CHICAGO FILM
FESTIVAL OPENING.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Mayor's Office of Special Events to close to traffic North State Street, between East Randolph and East Lake Streets; and East Benton Court, between State Street and North Wabash Avenue, on Monday, October 19, 1987, during the hours of 6:00 P.M. and 10:00 P.M., for the Chicago Film Festival's opening at the Chicago Theatre, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPIES AT 200 WEST
RANDOLPH STREET.

Also, a proposed order directing the City Comptroller to issue a permit to Miller Parking Company for the maintenance and use of two existing canopies attached to the building or structure at 200 West Randolph Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO OPERATE NEWSSTAND ON
SOUTHEAST CORNER OF WEST RANDOLPH
STREET AND NORTH DEARBORN
STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Gail Gray for the operation of a newsstand on the southeast corner of West Randolph Street and North Dearborn Street, on a daily basis, in accordance with the provisions of the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- DRAFTING OF ORDINANCE DIRECTED FOR
VACATION OF SPECIFIED PUBLIC STREETS.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of South LaSalle Street lying between the south line of West 53rd Street and the south line of West 54th Street; also West 54th Street between the east line of South Wentworth Avenue and the west line of South LaSalle Street; also all of the remaining east-west 16 foot public alley and all of the remaining north-south 12-foot public alley in the block bounded by West 53rd Street, West 54th Street, South LaSalle Street and the former Chicago, Rock Island and Pacific Railroad right of way, for the Department of Economic Development (No. 9-3-87-1157); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Tillman, the foregoing proposed order was *Passed*.

Presented By

ALDERMAN BLOOM (5th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
7 REGARDING SMALL BUSINESS CONTRACTORS
ASSISTANCE PROGRAM.

A proposed ordinance presented by Aldermen Bloom, Caldwell, Figueroa and Eisendrath, to amend Chapter 7 of the Municipal Code of Chicago by adding thereto a new section to be known as Section 7-35.1 governing loans made available by banks or savings and loan companies to aid small business contractors doing business with the City of Chicago, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- CITY COUNCIL COMMITTEE ON AGING AND
DISABLED REQUESTED TO INVESTIGATE ALLEGED
CRIMINAL INCIDENT AT WENTWORTH
NURSING HOME.

A proposed resolution urging the Chicago City Council Committee on Aging and Disabled to conduct a thorough investigation into the alleged criminal incident at Wentworth Nursing Home involving Ms. Sharitha Boyd and to submit a report on methods to prevent such incidents from occurring in nursing homes and hospitals, which was *Referred to the Committee on Human Rights and Consumer Protection.*

Referred -- APPOINTMENT OF MR. RANDOLPH STONE AS
PUBLIC DEFENDER OF COOK COUNTY.

Also, a proposed resolution calling upon the Chief Judge of the Circuit Court of Cook County, Judge Harry Comerford, to appoint Mr. Randolph Stone to the position of Public Defender of Cook County, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- CITY COUNCIL COMMITTEE ON HEALTH URGED
TO HOLD PUBLIC HEARINGS CONCERNING VIABLE
ACQUIRED IMMUNE DEFICIENCY SYNDROME
ASSISTANCE PROGRAM.

A proposed resolution requesting that the City Council Committee on Health hold public hearings for the purpose of examining alternate methods of delivering medical care and support systems to control costs to victims suffering from Acquired Immune Deficiency Syndrome and to establish appropriate policies for patient care, research and education, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN SOLIZ (25th Ward):

OBSERVANCE OF 69TH ANNIVERSARY OF SLOVENIAN
INDEPENDENCE, NOVEMBER 14, 1987.

A proposed resolution reading as follows:

WHEREAS, Throughout the world, Slovenians will be observing the 69th Anniversary of their independence on October 29, 1987; and

WHEREAS, Thousands of Americans of Slovenian descent are living in this City and for generations have contributed much to the progress and development of Chicago; and

WHEREAS, Slovenians of Chicago have taken an active role in the growth of the American culture, contributing notably in the field of folk music; and

WHEREAS, The Slovenians of Chicago will be celebrating the 37th Anniversary of the Slovenian Radio Program, founded by the late Dr. Ludwig S. Leskovar; and

WHEREAS, The sponsor of this celebration, the Slovenian American Radio Club, is dedicated to the continuance of Slovenian culture, primarily among the younger generation; and

WHEREAS, A specially commemorative cultural program will be held October 31, 1987, featuring the best of Chicago cultural organizations and guest artists from other parts of the midwest; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of September, 1987, A.D., do hereby honor all Slovenians of Chicago on the 69th Anniversary of Slovenian Independence on November 14, 1987, and that we take cognizance of the many events planned for celebrating this great event, particularly the commemorative cultural program which all our citizens are encouraged to attend; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Slovenian American Radio Club.

Alderman Soliz 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 Soliz, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN BUTLER (27th Ward):

Referred -- STANDARDIZATION OF PORTION OF SOUTH
CAMPBELL AVENUE AS "METRO LANE".

A proposed ordinance directing the Commissioner of Public Works to take the necessary action for the standardization of South Campbell Avenue, between West Lexington Street and West Roosevelt Road, as "Metro Lane", pursuant to the ordinance passed by the Chicago City Council on December 3, 1984, C.J.P. p. 11460, governing the erection of honorary street name signs, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO OPERATE NEWSSTAND ON
NORTHWEST CORNER OF WEST CHICAGO
AVENUE AND NORTH WESTERN
AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Frank A. DeMara for the operation of a newsstand on the northwest corner of West Chicago Avenue and North Western Avenue, on a daily basis, in accordance with the provisions of the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTERS AT
SPECIFIED LOCATIONS.

Two proposed orders directing the City Council Committee on Local Transportation to memorialize the Chicago Transit Authority to consider the installation of bus passenger shelters at the locations specified, which were *Referred to the Committee on Local Transportation*, as follows:

Northeast corner of East 110th Street and South Vincennes Avenue; and

Southeast corner of West 115th Street and South Halsted Street for northbound traffic.

Presented By

ALDERMAN KOTLARZ (35th Ward):

Referred -- GRANT OF PRIVILEGE TO EMERGENCY 24 FOR
CONSTRUCTION OF AERIAL TELEPHONE CABLE.

A proposed ordinance to grant permission and authority to Emergency 24, an Illinois corporation, to construct, maintain and use an aerial telephone cable over and across the north-south public alley in the rear of 4223 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO HOLY TRINITY GREEK
ORTHODOX CHURCH ON ITS 90TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Holy Trinity Greek Orthodox Church of Chicago is the earliest established Greek Orthodox Church in the Midwest and is celebrating its 90th Anniversary October 18, 1987; and

WHEREAS, Founded in what was then the City's initial Greek settlement, Holy Trinity created the "Socrates" School a decade later, and now this outstanding educational institution is concurrently celebrating its 80th Anniversary; and

WHEREAS, Holy Trinity represents a proud heritage which encourages service to the community, fosters traditional religious and family values and holds in high esteem education and the work ethic; and

WHEREAS, The leaders of this great City are happy to join in the general celebration commemorating 90 Years of Greek Orthodox ministry and tradition in the Chicago area; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this 30th day of September, 1987, A.D., do hereby offer our heartiest congratulations to Holy Trinity Greek Orthodox Church on the occasion of the 90th Anniversary of its founding, and to its attendant Socrates Greek-American School on its 80th Anniversary. We also extend to the Reverend George C. Kaloudis, Pastor, the congregation, staff and students at Holy Trinity our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Holy Trinity Greek Orthodox Church.

Alderman Banks 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 Banks, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the City Comptroller to issue permits to the individuals listed below for the maintenance and use of existing canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Peter DiFronzo--one canopy at 6833 West Grand Avenue; and

Mr. Daniel C. Kunysz--one canopy at 3130 North Narragansett Avenue.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred-- ERECTION OF GUARD RAIL AT SPECIFIED
LOCATION ALONG WEST FOSTER AVENUE.

A proposed ordinance authorizing the Commissioner of Public Works to consider the erection of a guard rail along the curb on West Foster Avenue, just west of North Keeler Avenue to the first alley west thereof for the public benefit, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred-- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 2934 WEST
MONTROSE AVENUE.

A proposed order directing the City Comptroller to issue a permit to Business Equipment House, Incorporated for the maintenance and use of one canopy attached to the building or structure at 2934 West Montrose Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred-- EXEMPTION OF EDGEWATER HOSPITAL,
INCORPORATED FROM ALL CITY FEES.

Also, a proposed ordinance to exempt Edgewater Hospital, Incorporated from the payment of all City fees including, but not limited to, fees associated with building permits, inspections, permits, licenses, warrants for collection and water rates, et cetera, as an Illinois not-for-profit corporation engaged in medical, educational and related activities, with said exemptions being effective both prospectively and retroactively without need of any further application or governmental action, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred-- ISSUANCE OF PERMIT FOR INSTALLATION
OF KIOSK IN FRONT OF 361 WEST
CHESTNUT STREET.

A proposed order directing the Commissioner of Public Works to issue the necessary permit to M.R.S.A. Architects to install a kiosk on the public way in front of the building commonly known as 361 West Chestnut Street, subject to the approval of plans, et cetera, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
NORTH CLARK STREET FOR QUAKER OATS
COMPANY OPEN HOUSE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Quaker Oats Company to close to traffic North Clark Street, between the bridge and West Kinzie Street on Sunday, October 25, 1987, in conjunction with an open house for the employees and friends of the Quaker Oats Company, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION
AND MAINTENANCE OF CANOPIES AT
SPECIFIED LOCATIONS.

Also, six proposed orders directing the City Comptroller to issue permits to the organizations and individual listed for the construction, maintenance and use of canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Ambassador House Condominium Association--to maintain and use one canopy at 1325 North State Parkway;

Mr. Alfonso Burdi--to maintain and use two canopies at 68 East Walton Street;

Divine One, Incorporated, doing business as Divine Knits--to maintain and use one canopy at 61 East Oak Street;

LaSalle National Bank and Trust Company, under trust number 110339--to construct, maintain and use six canopies at 320 North Dearborn Street;

McClurg Court Associates--to maintain and use one canopy at 333 East Ontario Street;
and

Vista International (Illinois), Incorporated, doing business as the Drake Hotel-- to maintain and use one canopy at 140 East Walton Place.

Presented By

ALDERMAN PUCINSKI (41st Ward):

BOARD OF EDUCATION AND CHICAGO TEACHERS UNION URGED
TO INITIATE BINDING ARBITRATION PROCEDURES
TO RESOLVE TEACHER'S STRIKE.

A proposed resolution reading as follows:

WHEREAS, More than 400,000 Chicago schoolchildren have not been allowed to begin classes for three weeks; and

WHEREAS, Chicago teachers have been on strike since September 8, 1987; and

WHEREAS, The teachers strike is the longest on record with no settlement in sight; and

WHEREAS, The Chicago Teachers Union and the Board of Education have been bargaining for three weeks to settle the strike; and

WHEREAS, Negotiations between the Board of Education and the Chicago Teachers Union have not produced an equitable settlement; and

WHEREAS, Parents, teachers, civic leaders, government officials and especially the schoolchildren want the school strike to end; and

WHEREAS, Similar strikes have been settled by binding arbitration; and

WHEREAS, Police and Fire Unions have binding arbitration clauses in their contract and it has served them well; and

WHEREAS, Binding arbitration offers the Board of Education and the Chicago Teachers Union a vehicle to end this strike and open our schools immediately; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council memorialize the Board of Education and the Chicago Teachers Union to agree to binding arbitration and end Chicago's longest school strike; and

Be It Further Resolved, That a copy of this resolution be presented to the Board of Education and the Chicago Teachers Union.

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

Alderman Burke then presented the following proposed substitute resolution:

WHEREAS, The City of Chicago is about to receive a 17 Million Dollar payment from the C.T.A.; and

WHEREAS, The funds are not budgeted in the 1987 City Budget; and

WHEREAS, The Board of Education is in need of immediate revenue; now, therefore,

Be It Resolved, That the Mayor and City Comptroller prepare and execute appropriate documents to transfer the 17 Million Dollars to the Board of Education for the purpose of granting a pay increase to teachers contingent on a settlement of the current strike.

Alderman T. Evans raised a point of order, stating his belief that the proposed substitute resolution was identical to a resolution previously introduced and currently pending in the Finance Committee and holding that immediate consideration of the proposed substitute resolution would circumvent the Council's Rules of Order.

The Chair ruled the point of order *Not Well Taken*.

Alderman Burke next moved to substitute the foregoing proposed resolution. The motion failed by yeas and nays as follows:

Yeas -- Aldermen Vrdolyak, Huels, Fary, Burke, Kellam, Hagopian, Gabinski, Mell, Cullerton, Laurino, Levar, Osterman -- 12.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Smith, Davis, Figueroa, Austin, Giles, Pucinski, Natarus, Eisendrath, Hansen, Shiller, Schuler -- 28.

Alderman Eisendrath then presented the following proposed substitute resolution:

WHEREAS, There are more than 400,000 children residing in this city who regularly attend schools operated by the Chicago Board of Education; and

WHEREAS, The improvement of public education is central to the cultural, economic, moral and intellectual life of this city; and

WHEREAS, Other jurisdictions, such as Rochester, New York, have recognized the central role of teachers in the education process, giving them not only salary increases, but a say in educational decision making; and

WHEREAS, The Chicago Board of Education (the "Board") has not signed a contract with the Chicago Teachers Union, but has instead insisted that the teachers work on an extension of an old contract without any guarantees that salaries will not be cut; and

WHEREAS, The Board's financial reports and budget statements separate teacher salaries from career service salaries giving the impression that priorities are in the classroom, when in fact most school administrators are certified teachers whose salaries, like the General Superintendent's \$100 thousand, are reported under teachers' pay; and

WHEREAS, The Board's contributions to contingency funds have gone up from \$5.3 million in 1987 to \$18.4 million in the current budget; and

WHEREAS, The Board's present budget eliminates many school counselors and assistant principals, but saves central office jobs; and

WHEREAS, A number of administrative jobs that are budgeted on a part-time basis could later be fully funded out of the \$159.5 million set aside for positions not specifically identified, yet that money is not being considered for teacher salaries; and

WHEREAS, The Board's government-funded, categorical and administrative employees are budgeted for a raise while students are scheduled to lose three days of school and teachers are being asked to take a 1-1/2 percent pay cut; and

WHEREAS, New revenues to the Board will likely be higher than those recognized in the current budget due to increases in equalized assessed valuation of land within the city; and

WHEREAS, The Chicago Panel on Public School Policy and Finance, a respected school watchdog group has expressed optimism that money can be found in the Board's budget to provide a modest pay increase for teachers; and

WHEREAS, The Board's new members all pledged to hold the line on administrative costs and to place resources in the classrooms where they can most directly benefit the city's children; now, therefore,

Be It Resolved, That the City Council of the City of Chicago request the Chicago Board of Education to eliminate all non-student-service administrative positions added since 1985, and that the Board reduce funding levels in contingency accounts to levels previously budgeted; and

Be It Further Resolved, That the City Council request the Board to eliminate the practice of reporting on teacher versus career service salaries, but instead separate administrative salaries from those spent on individuals who actually provide service in the classrooms; and

Be It Further Resolved, That the City Council urge the General Superintendent of Schools to be mindful of priorities spelled out by Board members calling for the allocation of dollars to the city's classrooms rather than the Board's administrative centers; and

Be It Further Resolved, That the City Clerk send copies of this resolution to the members of the Board of Education and to the General Superintendent of Schools.

Alderman Pucinski moved to *Lay on the Table* Alderman Eisendrath's proposed substitute resolution. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Levar, Shiller, Schulter, Osterman -- 38.

Nays -- Aldermen Vrdolyak, Huels, Hagopian, Eisendrath, Hansen -- 5.

Thereupon, on motion of Alderman Pucinski, the foregoing proposed resolution calling for binding arbitration was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 46.

Nays -- None.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- INSTALLATION OF ADDITIONAL STREET
LIGHTS ON PORTION OF WEST
GRANT PLACE.

A proposed order directing the Commissioner of Public Works to consider the installation of additional street lights in the 400 block of West Grant Place, between North Clark Street and North Cleveland Avenue, which was *Referred to the Committee on Finance*.

Referred -- CITY COUNCIL COMMITTEE ON EDUCATION
REQUESTED TO DISCUSS CURRENT PUBLIC
SCHOOL CRISIS AND RELATED
LONG-TERM SOLUTIONS.

Also, a proposed resolution, accompanied by petitions, urging the City Council Committee on Education to meet and discuss the current public school crisis and related long-term solutions.

Alderman Eisendrath moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Butler, Hagopian, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Osterman, Stone -- 21.

Nays -- Aldermen Rush, T. Evans, Sawyer, Beavers, Caldwell, Shaw, Streeter, Jones, J. Evans, Garcia, Smith, Davis, Figueroa, Austin, Giles -- 15.

Thereupon, on motion of Alderman Eisendrath, the said proposed resolution was *Referred to the Committee on Education*.

Referred -- CITY COUNCIL COMMITTEE ON EDUCATION
REQUESTED TO HOLD GENERAL HEARINGS
REGARDING CURRENT SCHOOL
CRISIS.

Also, a proposed resolution requesting the City Council Committee on Education to meet and hold general hearings regarding matters related to the current school crisis and related long-term solutions.

Alderman Eisendrath moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Hagopian, Mell, Kotlarz, Cullerton, Laurino, Pucinski, Eisendrath, Hansen, Levar, Osterman, Stone -- 17.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Carter, Streeter, Jones, J. Evans, Garcia, Smith, Davis, Figueroa, Austin, Giles, Shiller -- 19.

Thereupon, on motion of Alderman Eisendrath, the said proposed resolution was *Referred to the Committee on Education*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 424 WEST
DIVERSEY AVENUE.

A proposed order directing the City Comptroller to issue a permit to the Bank of Ravenswood, under Trust Number 25-8422, for the maintenance and use of an existing canopy attached to the building or structure at 424 West Diversey Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION FOR ERECTION OF DIRECTIONAL SIGN
AT INTERSECTION OF WEST MELROSE STREET AND
NORTH LAKE SHORE DRIVE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Anshe Sholom B'nai Israel Congregation for the erection of a directional sign on the northwest corner of West Melrose Street and North Lake Shore Drive, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF NORTH CICERO AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Herman's Sporting Goods to hold a sidewalk sale on the west side of North Cicero Avenue, between West Irving Park Road and West Belle Plaine Avenue for the period beginning October 8 and ending October 11, 1987, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN OSTERMAN (48th Ward):

DR. PRESTON BRADLEY'S PEOPLES CHURCH OF CHICAGO
HONORED ON ITS 75TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, On October 11, 1987, the Peoples Church of Chicago, the largest nondenominational church in the world, celebrates the 75th Anniversary of its founding; and

WHEREAS, The Peoples Church of Chicago, 941 West Lawrence Avenue on Chicago's great north side, was established by Dr. Preston Bradley (1888-1983), indisputably one of the greatest leaders in Chicago's history; and

WHEREAS, Beginning with less than 70 members, the Peoples Church of Chicago, under Dr. Bradley's guidance, grew into a congregation in the thousands, with thousands more joining in the Church's weekly radio broadcasts--the oldest church service broadcasting in the United States; and

WHEREAS, So far-reaching and influential were Dr. Preston Bradley's teachings and activities at the Peoples Church that he became the first Protestant minister to receive an award from the Catholic-sponsored Holy Name Society; and

WHEREAS, Without Dr. Bradley's physical presence but very much in his spirit, The Peoples Church, through the Preston Bradley Center, remains a towering model of community service. In addition to its sound and caring religious foundation, this great center provides a shelter for the homeless, classes for high school equivalency, English classes for a community which speaks 27 languages, the Rimland School for autistic children, a Chicago Actors Ensemble bringing low cost, live theater and summer children's camp theater training for all, and tutoring and counselling to discourage potential elementary school drop-outs; and

WHEREAS, The Peoples Church of Chicago, in 75 years, has nurtured and continued the philosophy of concern for all people initiated by its eminent founder and continues to reach out to all of us in an overwhelming commitment to the brotherhood of mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of September, 1987, A. D., do hereby join in the general praise of Dr. Preston Bradley's Peoples Church of Chicago on the occasion of its Seventy-fifth Anniversary celebration, and that we extend to its present pastor, Reverend Marguerite Voelkel, to its staff and to the many thousands of people touched by this great institution our best wishes, our support and our ever expanding admiration.

Alderman Osterman 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 Osterman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 1137 WEST
BRYN MAWR AVENUE.

Also, a proposed order directing the City Comptroller to issue a permit to Ms. Margaret Swanson, doing business as Newman's, Incorporated, for the maintenance and use of an existing canopy attached to the building or structure at 1137 West Bryn Mawr Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented For

ALDERMAN ORR (49th Ward):

PARTICIPANTS OF "REAL" CHICAGO COMMITTEE
ACKNOWLEDGED FOR THEIR LEADERSHIP
AND PROMOTION OF CITY.

A proposed resolution, presented by Alderman Eisendrath, reading as follows:

WHEREAS, The City of Chicago benefits from infusions of foreign investment, tourism, and cultural exchange; and

WHEREAS, Such opportunities are enhanced by increased exposure in international publications; and

WHEREAS, Fifty journalists and foreign news correspondents, representing 20 countries, the "eyes" and "ears of the world, will be participating in the "Real" Chicago Committee program on October 4--11, designed to present Chicago to the international press corps; and

WHEREAS, The "Real" Chicago Committee, chaired by William J. Brodsky, President and Chief Executive Officer of the Chicago Mercantile Exchange, the Office of Mayor Harold Washington and civic leaders have joined together to promote Chicago's rich cultural, educational and financial communities; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this 30th day of September, 1987, do honor and acknowledge the presence of these international journalists, the creative and effective work of the "Real" Chicago Committee and the participants in this event, all of whom represent the spirit of Chicago in its 150th year; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to William J. Brodsky, Joseph Kinney and the "Real" Chicago Committee.

Alderman Eisendrath 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 Eisendrath, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

5. FREE PERMITS, LICENSE FEE EXEMPTION, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER
RATE EXEMPTION.

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 DAVIS (29th Ward):

Mr. Kennedy Irving--for installation of a driveway on the premises known as 1007 North Austin Boulevard.

BY ALDERMAN HANSEN (44th Ward):

Chicago Public Library/Lakeview Branch--for rehabilitation of existing structure on the premises known as 640 West Belmont Avenue.

BY ALDERMAN SHILLER (46th Ward):

Faith Tabernacle Church--for construction on the premises known as 817 West Grace Street.

BY ALDERMAN OSTERMAN (48th Ward):

Swedish American Museum and Cultural Center--for remodeling from a retail establishment to a museum and cultural center the premises known as 5211 North Clark Street.

LICENSE FEE EXEMPTION:

BY ALDERMAN SAWYER (6th Ward):

National Baptist Bookstore, 434 East 79th Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BEAVERS (7th Ward):

Catholic Archdiocese of Chicago, 8731 South Exchange Avenue--annual building inspection fee.

BY ALDERMAN PUCINSKI (41st Ward):

Mutual Aid Association of the Polish American Congress, Illinois Division, 5844 North Milwaukee Avenue--annual public place of assembly inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, sundry locations--elevator, annual mechanical ventilation, building inspection fees (4).

WATER RATE EXEMPTION:

BY ALDERMAN OSTERMAN (48th Ward):

South-East Asia Center, 1124 West Ainslie Street.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (September 23, 1987).

Recessed Session.

The City Clerk submitted the printed Official Journal of the Proceedings of the recessed session held on September 23, 1987 (of the regular meeting held on September 22, 1987) at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans, moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**APPROVAL GIVEN TO SITE DESIGNATIONS FOR ACQUISITION
OF BUILDINGS TO BE OPERATED BY BOARD OF
TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NUMBER 508.**

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of September 23, 1987, pages 3921 and 3926 through 3937, recommending that the City Council pass a proposed ordinance approving site designations for the acquisition of buildings to be operated by the Board of Trustees of Community College District No. 508.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Figueroa, Mell, Austin, Cullerton, Natarus, Eisendrath, Hansen, Shiller, Schulter, Osterman -- 33.

Nays -- Aldermen Smith, Davis, Hagopian, Kotlarz, Banks, Pucinski, Levar, Stone -- 8.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Legislature of the State of Illinois found and declared it to be necessary and desirable to make possible the acquisition, construction or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Public Building Commission Act of the State of Illinois approved July 5, 1955, as amended, provides a means for funding and constructing buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by ordinance, created the Public Building Commission of Chicago to assist in the funding and construction of public improvements; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, by resolution adopted August 4, 1987, requested that the Public Building Commission of Chicago undertake a capital improvement program to include acquiring, constructing, improving, equipping and renovating sundry buildings and facilities, affording essential governmental services to the citizens of Chicago, to be operated by the Board of Trustees; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has agreed to enter into a net lease or leases, non-cancellable in any event with the Public Building Commission of Chicago, under the terms of which the Board of Trustees of Community College District No. 508 will be required to pay such amount or amounts of rent as will be sufficient to amortize all principal and interest on revenue bonds to be issued by the Public Building Commission of Chicago in connection with financing the aforesaid capital improvement program; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, will convey or reconvey the property included within the capital improvement program to the Public Building Commission of Chicago, a municipal corporation, provided, however, that the property on which the buildings and facilities are located, together with all structures, fixtures and improvements thereon, will be conveyed or reconveyed by the Public Building Commission to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at such time as all principal and interest on the revenue bonds issued by the Commission in connection with the capital improvement program, and the accrued and unpaid expenses of the Commission with respect to such program, have been paid in full; and

WHEREAS, The Public Building Commission of Chicago, pursuant to the provisions of the Public Building Commission Act, has selected, located and designated the sites

described on Exhibit A hereof, lying wholly within the territorial limits of the City of Chicago, for acquisition, construction, improvement and renovation on behalf of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and

WHEREAS, Said sites are conveniently located and of an area in size sufficient to accomplish and effectuate the aforesaid purpose and to provide for proper architectural setting and adequate landscaping for such buildings and facilities; and

WHEREAS, The Public Building Commission of Chicago has requested, pursuant to the requirements of Section 14 of the Public Building Commission Act, that the City Council of the City of Chicago approve said sites so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the sites legally described on Exhibit A attached hereto and incorporated herein by reference, heretofore selected, located and designated by the Public Building Commission of Chicago, for acquiring, constructing, renovating and equipping buildings and facilities pursuant to the capital improvement program of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.

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

Exhibit A attached to this ordinance reads as follows:

Exhibit "A".

- 1) Wright College
3400 N. Austin Ave.
Chicago, Illinois 60634

Lots 1 to 40, inclusive, in Block 6 and Lots 1 to 40, inclusive, in Block 7 in Austin Gardens being a subdivision of the East 20 acres of the North 1/2 of the South West Quarter and the North 1/2 of the West 1/2 of the West 1/2 of the South East Quarter in Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, including streets and alleys accruing thereto, in Cook County, Illinois.

- 2) Kennedy-King College
6800 S. Wentworth Ave.
Chicago, Illinois 60621

Parcel 1

Lots 1 to 12, both inclusive, in Block 1, Lot 18 in Block 2, Lots 1 to 11, both inclusive, in Block 3 and Lots 1 to 12, both inclusive, in Block 4, in Normal School Subdivision of the West 1/2 of the South East 1/4 of Section 21, Range 38 North, Township 14, East of the

Third Principal Meridian, together with all that part of Yale Avenue (part of which has been vacated and part of which has been closed to vehicular traffic) lying between the North line of Block 1 aforesaid extended and the South lines of Blocks 3 and 4 aforesaid extended, also all that part of vacated 68th Street lying between the East and West lines of Blocks 1 and 4 aforesaid extended, also all that part of Normal Parkway (closed to vehicular traffic) lying between the Northwesterly lines of Lot 18 in Block 2 aforesaid and Lot 1 in Block 3 aforesaid extended and lying West of the East lines of Lot 18 in Block 2 aforesaid and Lot 1 in Block 3 aforesaid extended, in Cook County, Illinois.

Parcel 2

Lots 1 to 14, both inclusive, in Eva R. Perry's Resubdivision of the West 1/3 of Lot 1 in E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian;

also

Lots 13 to 24, both inclusive, in Eva R. Perry's Second Subdivision of part of E. D. Taylor's Subdivision aforesaid;

also

All that part of vacated 68th Street lying East of the West lines of Lot 13 in Eva R. Perry's Resubdivision aforesaid and Lot 24 in Eva R. Perry's Second Subdivision aforesaid extended and lying West of the East lines of Lot 14 in Eva R. Perry's Resubdivision aforesaid and Lot 24 in Eva R. Perry's Second Subdivision aforesaid extended, in Cook County, Illinois.

Parcel 3

A permanent easement of air rights over three places spanning Wentworth Avenue between Marquette Road and West 69th Street, legally described as:

Unit 1

The North 128 feet of that part of the South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, bounded on the East by a line which is 6.50 feet East of and parallel with the West line of Block 3 in Eva R. Perry's Second Subdivision of E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of said Section, bounded on the West by a line which is 6.50 feet West of and parallel with the East line of Block 4 in Normal School Subdivision of the West 1/2 of the South East 1/4 of said Section, bounded on the North by a line drawn perpendicularly to the said East line of Block 4, through a point on said East line of Block 4, which is 231 feet North of the South East corner thereof, lying above a horizontal plane whose elevation is 34.4166 feet above Chicago City Datum, and lying below a horizontal plane whose elevation is 62.5833 feet above Chicago City Datum, all in Cook County, Illinois.

Unit 2

The North 128 feet of that part of the South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, bounded on the East by a line which is 6.50 feet East of and parallel with the West line of Block 3 in Eva R. Perry's Second Subdivision of E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of said Section, bounded on the West by a line which is 6.50 feet West of and parallel with the East line of Block 4 in Normal School Subdivision of the West 1/2 of the South East 1/4 of said Section, bounded on the North by a line drawn perpendicularly to the said East line of Block 4, through a point on said East line of Block 4 which is 576.50 feet North of the South East corner thereof, lying above a horizontal plane whose elevation is 34.4166 feet above Chicago City Datum, and lying below a horizontal plane whose elevation is 62.5833 feet above Chicago City Datum, all in Cook County, Illinois.

Unit 3

The North 128 feet of that part of that South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, bounded on the East by a line which is 6.50 feet East of and parallel with the West line of Lots 1 to 13 in Eva R. Perry's Resubdivision of the West 1/3 of Lot 1 of E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of said Section, bounded on the West by a line which is 6.50 feet West of and parallel with the East line of Block 1 in Normal School Subdivision of the West 1/2 of the South East 1/4 of said Section, bounded on the North by a line drawn perpendicularly to the said East line of Block 1, through a point on East line of said Block 1, which is 886 feet North of the South East corner of Block 4 in said Normal School Subdivision, lying above a horizontal plane whose elevation is 62.5833 feet above Chicago City Datum, all in Cook County, Illinois; for the purpose of building classroom and laboratory facilities in connection with the development of Kennedy King College, and said structures being permanently built over Wentworth Avenue at a height of approximately 16 feet 4 inches above the street level, all as contained in a certain grant of easement dated July 21, 1970 from the City of Chicago to the Board of Trustees of Junior College District No. 508, County of Cook and State of Illinois, and recorded on August 3, 1970 as Document No. 21226232, in Cook County, Illinois.

- 3) Malcolm X College
1900 W. Van Buren St.
Chicago, Illinois 60612

Lot 5 (except the East 1 foot) and all of Lots 6, 7, 8, 9, 10 and 11 in Block 9 in Ashlands Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 1, 2, 3, 4, 5 and 6 in Assessors Division of Lots 12 to 16 inclusive of Block 9 of Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East 1/4 in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 17, 18, 19 and 20 the West 21 feet of Lot 21 and all of Lots 25, 26, 27, 28, 29, 30 and 31 in Block 9 of Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the

North East 1/4 in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

All that part of S. Honore Street lying West of the West line of Lots 1 to 6, both inclusive, in

Assessor's Division of Lots 12 to 16, inclusive in Block 9 in Ashland's Second Addition to Chicago being a Subdivision of the West 1/2 of the North East 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian:

lying West of the West line of Lot 17 in Block 9 in Ashland's Second Addition to Chicago aforementioned; lying West of a line drawn from the South West corner of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the North West corner of Lot 17 in Ashland's Second Addition aforementioned; lying East of the East line of Lots 27 to 32, both inclusive, and lying East of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28 in Block 10 in Ashland's Second Addition aforementioned; lying South of a line drawn from the North West corner of Lot 1 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the North East corner of Lot 32 in Block 10 in Ashland's Second Addition aforementioned; lying North of a line drawn from the South West corner of Lot 17 in Block 9 to the South East corner of Lot 27 in Block 10 all in Ashland's Second Addition aforementioned;

also

all that part of S. Wolcott Avenue lying West of the West line of Lots 12 to 17, both inclusive, and lying West of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17 all in Block 10 in Ashland's Second Addition aforementioned; lying East of the East line of Lots 27 to 32, both inclusive, in Block 11 in

Balestier's Subdivision of Block 11, part of Blocks 14 and 18, the East 1/2 of Blocks 19 and 22 and all of Block 23 in Ashland's Second Addition aforementioned;

and lying East of a line drawn from the North East corner Lot 27 to the South East corner of Lot 28 in Block 11 in Balestier's Subdivision aforementioned; lying South of a line drawn from the North West corner of Lot 12 in Block 10 in Ashland's Second Addition aforementioned, to the North East corner of Lot 32 in Block 11 in Balestier's Subdivision aforementioned; lying North of a line drawn from the South West corner of Lot 17 in Block 10 in Ashland's Second Addition aforementioned, to the South East corner of Lot 27 in Block 11 in Balestier's Subdivision aforementioned;

also

all that part of S. Winchester Avenue lying West of the West line of Lots 12 to 17, both inclusive, and lying West of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17, in Block 11 in Balestier's Subdivision aforementioned; lying East of the East line of Lots 27 to 32, both inclusive, and lying East of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28 all in Block 12 in Ashland's Second Addition aforementioned; lying South of a line drawn from the North West corner of Lot 12 in Block 11 in Balestier's Subdivision aforementioned, to the North East corner of Lot 32 in

Block 12 in Ashland's Second Addition aforementioned; lying North of a line drawn from the South West corner of Lot 17 in Block 11 in Balestier's Subdivision aforementioned to the South East corner of Lot 27 in Block 12 in Ashland's Second Addition aforementioned;

also

all that part of the East-West 12-foot public alley lying South of the South line of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned, lying North of the North line of Lots 17 to 21, both inclusive, in Block 9 in Ashland's Second Addition aforementioned; lying West of the northwardly extension of the East line of the West 22 feet of Lot 21 in Block 9 in Ashland's Second Addition aforementioned, lying East of a line drawn from the South West corner of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the North West corner of Lot 17 in Block 9 in Ashland's Second Addition aforementioned;

also

all of the North-South 16-foot public alley lying East of the East line of Lots 12 to 16, both inclusive, lying West of the West line of Lots 28 to 32, both inclusive; lying South of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32; and lying North of a line drawn from the South West corner of Lot 28 to the South East corner of Lot 16 all in Block 10 in Ashland's Second Addition aforementioned;

also

all of the East-West 12-foot public alley lying North of the North line of Lots 17 to 27, both inclusive; lying South of the South line of Lots 16 and 28, and lying South of a line drawn from the South East corner of Lot 16 to the South West corner of Lot 28; lying East of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17; and lying West of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28, all in Block 10 in Ashland's Second Addition aforementioned;

also

all of the East-West 16-foot public alley lying South of the South line of Lots 1 to 11, both inclusive; lying North of the North line of Lots 12 and 32, and lying North of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32; lying West of a line drawn from the South East corner of Lot 1 to the North East corner of Lot 32; and lying East of a line drawn from the South West corner of Lot 11 to the North West corner of Lot 12 all in Block 11 in Balestier's Subdivision aforementioned;

also

all of the North-South 16-foot public alley lying East of the East line of Lots 12 to 16, both inclusive; lying West of the West line of Lots 28 to 32, both inclusive; lying South of a line

drawn from the North East corner of Lot 12 to the North West corner of Lot 32; and lying North of a line drawn from the South East corner of Lot 16 to the South West corner of Lot 28, all in Block 11 in Balestier's Subdivision aforementioned;

also

all of the East-West 16-foot public alley lying South of the South line of Lots 16 and 28, and lying South of line drawn from the South East corner of Lot 16 to the South West corner of Lot 28; lying North of the North line of Lots 17 to 27, both inclusive; lying East of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17; and lying West of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28, all in Block 11 in Balestier's Subdivision aforementioned;

also

all that part of the East-West 12-foot public alley lying South of the South line of Lot 5 in Subdivision of Lots 10 and 11 of Block 12 in Ashland's Second Addition aforementioned; lying South of the South line of Lots 1 to 5, both inclusive; in Jacob Kramer's Subdivision of Lots 6, 7, 8 and 9 in Block 12 in Ashland's Second Addition aforementioned; lying South of the South line of Lots 4 and 5 in Block 12 in Ashland's Second Addition aforementioned; lying North of the North line of Lots 12 and 32 in Block 12 in Ashland's Second Addition aforementioned; and lying North of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32 in Block 12 in Ashland's Second Addition aforementioned; lying East of a line drawn from the South West corner of Lot 5 in Subdivision of Lots 10 and 11 of Block 12 aforementioned; to the North West corner of Lot 12 in Block 12 in Ashland's Second Addition aforementioned; and lying West of the southwardly extension of the East line of Lot 4 in Block 12 in Ashland's Second Addition aforementioned;

also

all of the North-South 16-foot public alley lying East of the East line of Lots 12 to 16, both inclusive; lying West of the West line of Lots 28 to 32, both inclusive; lying South of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32; and lying North of a line drawn from the South East corner of Lot 16 to the South West corner of Lot 28 all in Block 12 in Ashland's Second Addition aforementioned;

also

all of the East-West 12-foot public alley lying South of the South line of Lots 16 and 28; and lying South of a line drawn from the South East Corner of Lot 16 to the South West Corner of Lot 28; lying North of the North line of Lots 17 to 27, both inclusive; lying East of a line drawn from the South West Corner of Lot 16 to the North West Corner of Lot 17; and lying West of a line drawn from the North East Corner of Lot 27 to the Southeast Corner of Lot 28, all in Block 12 in Ashland's Second Addition aforementioned; said part of public street, public alleys, and part of public alleys herein vacated being further described as that part of S. Winchester Avenue, S. Wolcott Avenue, and S. Honore Street lying between W. Jackson Boulevard and the first East-West public alley South of W. Adams Street; also all of the first East-West 12-foot public alley north of W. Jackson Boulevard, all of the North-South 16-foot public alley, and the West 194.67 feet, more or less, of the first East-West 16-foot public alley South of W. Adams Street in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Damen and S. Winchester Avenue; also all of the public alleys in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Winchester Avenue, S. Wolcott Avenue; also all of the first East-West 12-foot public alley North of W. Jackson

Boulevard and all the North-South 16-foot public alley in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Wolcott Avenue and S. Honore Street; also the West 120.0 feet of the first East-West 12-foot public alley North of W. Jackson Boulevard in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Honore Street, and S. Wood Street, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed; inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

Lots 1, 2, 3, 4 and 5 in the Subdivision of Lots 10 and 11 of Block 12 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 1, 2, 3, 4 and 5 in Jacob Kramer's Subdivision of Lots 6 to 9 in Block 12 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 4, 5, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 12 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 1 to 32 in Balestiers Subdivision of Block 11 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

The South 22.5 Feet of Lots 1, 2 and 3 and the East 2 Feet of Lot 4 and all of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 10 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Parcel One

Blocks 13, 14, 15 and 16, together with all of the vacated alleys in each of said blocks, and all of vacated S. Winchester Avenue, S. Wolcott Avenue, and S. Honore Street, lying between said blocks, all in Ashland's Second Addition being a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Parcel Two

Lots 19, 20 and 21 in Block 12, in Ashland's 2nd Addition, being a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Legal Description:

All of the 16-foot alley in Block 12 and all of the 12-foot alley in Block 12 (except that part of the said 12-foot alley abutting the southerly line of Lots 1 to 3, inclusive).

And also, all of Winchester Avenue 66-foot right of way (except that part of said 66-foot right of way lying northerly of the North line of Lot 32 in said Block 12 and Lot 12, Block 11 extended easterly and westerly) between said Blocks 11 and 12.

And also all of the 16-foot and 12-foot alleys in said Block 11.

And also all of Wolcott Avenue 66-foot right of way (except that part of said 66-foot right of way lying northerly of the North line of Lot 32 in said Block 11 and Lot 12, Block 10, extended easterly and westerly) between said Blocks 10 and 11.

And also all of the 16-foot alley in said Block 10 and all of the 12-foot alley in said Block 10 (except that part of said 12-foot alley abutting the South line of Lots 1 to 11, inclusive).

And also all of Honore Street 66-foot right of way (except that part of said 66-foot right of way lying northerly of the North line of Lot 32 in said Block 10 and Lot 1 in Block 9, extended easterly and westerly) between said Blocks 9 and 10.

And also that part of the 12-foot alley abutting the South line of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, of said Block 9.

All of Ashland's Second Addition, being a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

- 4) West Side Learning Center
4624 West Madison Street
Chicago, Illinois 60644

Parcel 1

Lots 2 to 10 both inclusive, Lot 39 (except the west 16 feet thereof), and Lots 40 to 47 both inclusive, in Block 39 in West Chicago Land Company's Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian.

Parcel 2

The vacated alley lying South of Lots 2 to 9 both inclusive and lying North of Lots 40 to 47 both inclusive all in Block 39 in West Chicago Land Company's Subdivision aforesaid in Cook County, Illinois.

- 5) Truman College
1145 West Wilson Avenue
Chicago, Illinois 60640

Parcel 1

Lots 300 to 321, both inclusive, and Lots 264 and 265, all in William Deering Surrenden Subdivision in the West 1/2 of the North East Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian;

also

Parcel 2

Lots 1 to 8, both inclusive, in the Subdivision of Lots 266 to 273, both inclusive, and Lots 1, 2, 3 and 4 in the Subdivision of Lots 274 and 275 and the vacated street lying between said Lots, also Lots 276 to 283, both inclusive, in said William Deering Surrenden Subdivision in the West 1/2 of the North East Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian;

also

Parcel 3

That part of N. Clifton Avenue lying East of and adjoining the Easterly line of Lots 300 to 309, both inclusive, and the Easterly line of said Lot 309 produced South Easterly to the North East corner of said Lot 308 in the William Deering Surrenden Subdivision in the West 1/2 of the North East Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of and adjoining the Westerly line of Lot 265 in the William Deering Surrenden Subdivision aforementioned and lying West of the Westerly line of Lots 1 to 8, both inclusive, in Subdivision of Lots 266 to 273, both inclusive, Lots 1, 2, 3 and 4 in Subdivision of Lots 274 and 275 and the vacated street lying between said lots, also Lots 276 to 283, both inclusive, all in the William Deering Surrenden Subdivision aforementioned, and lying North of the South line of Lot 300 in the William Deering Surrenden Subdivision aforementioned, produced East to the West line of Lot 8 in Subdivision of Lots 266 to 273 both inclusive, aforementioned; also all of the East-West 16-foot public alley lying South of and adjoining the South line of Lots 309 to 312, both inclusive, lying North of and adjoining the North line of Lot 308 and Lot 313, and the North line of Lot 308 produced West to the North East corner of said Lot 313, all in the William Deering Surrenden Subdivision, aforementioned; and also all of the North Westerly-South Easterly 16-foot public alley lying West of and adjoining the Westerly line of Lots 300 to 308, both inclusive, lying East of and adjoining the Easterly line of Lots 313 to 321, both inclusive, in the William Deering Surrenden Subdivision aforementioned; said street being further described as all that part of N. Clifton Avenue lying between W. Wilson Avenue and the North line of W. Sunnyside Avenue produced East and the alleys being further described as all of the East-West 16-foot public alley and all of the North Westerly-South Easterly 16-foot public alley in the Block bounded by W. Wilson Avenue, W. Sunnyside Avenue, N. Racine Avenue and N. Clifton Avenue, as vacated by ordinance passed by the City Council of the City of Chicago on October 24, 1973, a copy of which was recorded November 13, 1973 as document 22543088, in Cook County, Illinois.

- 6) Lakeview Learning Center
3310 North Clark Street
Chicago, Illinois 60657

Lots 8, 9, 10, 11, 12, 13 and 14 in Joseph E. Lockwood's Subdivision of Lot 5 with Sublot 7 in the Subdivision of Lot 6 in the Partition of the North 3/4 of the East 1/2 of the South East 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, together with Lot 7 in Hubbard and LeMoyne's Subdivision of Lot 6 in said partition, in Cook County, Illinois.

- 7) West Side Technical Institute
28th and Western Avenue
Chicago, Illinois 60608

Lots 1 to 8, both inclusive, in Lawndale Industrial Park Subdivision of part of the East 1/2 of the South East 1/4 of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 5 (except that part taken or used for Streets as set forth in Documents 5527491 and 22096791) in Sanitary District Trustee's Subdivision of right of way from North and South Centerline of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, to the West line of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- 8) Chicago Police Academy
3640 South Normal Avenue
Chicago, Illinois 60609

The South 350-feet North of W. 36th Street in Block 1 in B. Shurtleff's Subdivision of the North 1/2 of Lot 22 in Canal Trustee's Subdivision of Section 33, 39 North, Range 14, East of the Third Principal Meridian, excepting the West 125 feet thereof East of Parnell Avenue and excepting the East 33 feet thereof taken for Butler Street (now known as Normal Avenue) and also excepting the East 40-10/12 feet of the West 165-10/12 feet of the South 200 feet of that part of said block 1 lying East of Parnell Avenue and North of W. 36th Street, in Cook County, Illinois.

- 9) Humboldt Park Learning Center
Kedzie and Division Streets
Chicago, Illinois 60622

Lots 89 through 98, both inclusive, and Lots 99 through 107, both inclusive, in Block 8 in S. E. Gross' Fifth Humboldt Park Addition to Chicago, a subdivision of Blocks 5 and 8 and Lots 1 through 24, both inclusive, of Block 6 in Weage's Eberhardt and Bartlett's subdivision in the South East 1/4 of the North East 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- 10) South Chicago Learning Center
92nd and Houston Streets
Chicago, Illinois 60617

Lots 1 through 12 inclusive and Lots 41-46 inclusive Block 85 of South Chicago, a subdivision by the Calumet and Chicago Canal & Dock Co., of the East 1/2 of the West 1/2

and parts of the East fractional 1/2 of the Fractional Section 6 North of the Indian Boundary Line, and that part of Fractional Section 6, South of the Indian Boundary Line, lying North of the Michigan Southern Railroad, and Fractional Section 5, North.

- 11) Loop College
30 East Lake Street
Chicago, Illinois 60601

Lots 20, 21, 22, 23 and 24 in Block 8 in Fort Dearborn Addition to Chicago, also Lots 1, 2 and 3 in Wadworth's and Keep's Subdivision of H. A. Keep's Subdivision of Lots 16, 17, 18 and 19 in Block 8 in said Fort Dearborn Addition to Chicago in the South West Fractional 1/4 of Section 10, all in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

- 12) Central Administration and Chicago
City-Wide College
226 West Jackson Boulevard
Chicago, Illinois 60606

Lots 23, 24, 25, 26, 27, 28, 29, 30, 31 and Lot 52 in the Subdivision of Block 92 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

- 13) Dawson Technical Institute
3901 South State Street
Chicago, Illinois 60609

A parcel of land described as follows:

Block bounded on the North by E. Pershing Road; on the East by S. Wabash Avenue; on the South by the most southerly line of the Chicago Transit Authority right of way; and on the West by S. State Street; and legally described as:

Lots 1 to 24, both inclusive, in Block 3 in Prior & Hopkin's Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

MISCELLANEOUS BUSINESS.

Rules Suspended -- CONGRATULATIONS EXTENDED TO MRS.
BERNICE B. WEXLER ON HER 66TH BIRTHDAY.

Alderman Natarus moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed resolution congratulating Mrs. Bernice B. Wexler upon her 66th birthday. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, Mrs. Bernice B. Wexler, one of this great City's most active and beloved citizens, has recently celebrated her 66th birthday; and

WHEREAS, Mrs. Bernice B. Wexler is a long-time resident of the Forty-second Ward; and

WHEREAS, Mrs. Bernice B. Wexler was born September 22, 1921, in this great City, where she was graduated from elementary and high schools. She finished her education at DePaul University and with her business course training skills went on to give many years of dedicated service for the Superior Court Clerk's Office of Chicago; and

WHEREAS, Bernice met and married the late Harold B. Wexler, an attorney-at-law for over 40 years, and from that beloved union of 33 years, produced and raised two beautiful children, a son Michael and a daughter Patricia; and

WHEREAS, Always maintaining strong ties with her family and friends, and constantly active in her community, Bernice B. Wexler is a life-time member of the Women's Jewish O.R.T. charity organization, a volunteer member for the staff at Northwestern Memorial Hospital located in the 42nd Ward, past member and volunteer for the "Chicago School & Workshop for Retarded Children" and Douglas Park Day Nursery; and

WHEREAS, The leaders of this great City are so exceedingly proud of citizens like Mrs. Bernice B. Wexler; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of September, 1987, A.D., do hereby offer our heartiest congratulations to Mrs. Bernice B. Wexler on the occasion of her 66th birthday, and extend to this fine citizen our very best wishes for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Bernice B. Wexler.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PRESENCE OF VISITORS NOTED.

The Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Students from Emmanuel Christian Elementary School, 5th grade, accompanied by their teacher, Ms. Bonnie Walker.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman T. Evans 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 meeting held on Wednesday, the thirtieth (30th) day of September, 1987, at 10:00 A.M. be and the same is hereby fixed to be held on Thursday, the fifteenth (15th) day of October, 1987, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, The Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred -- BIDS FOR SALE UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The City Clerk transmitted a communication from Ms. Bess Donaldson, Commissioner of the Department of Housing, under date of September 29, 1987, which reads as follows:

Transmitted herewith thirty-four (34) sealed bids. These bids were submitted in response to advertisement for the sale of city-owned properties under the Adjacent Neighbors Land Acquisition Program, Phase VIII, for properties at various locations.

On motion of Alderman Banks, the bids submitted with the foregoing communication were ordered opened and read, and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

7158 South Aberdeen Street.

Ms. Geneva Conway, 7156 South Aberdeen Street, Chicago, Illinois 60621: Amount bid and deposit check \$300.00 (money order).

1440 North Campbell Avenue.

Ms. Maureen L. Miller, 1444--1446 North Campbell Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (official check).

1406 North Central Park Avenue.

Mr. Rafael Davila, 1402 North Central Park Avenue, Chicago, Illinois 60651: Amount bid and deposit check \$375.00 (money order).

4236 West Congress Parkway.

Mr. Richard Butler, Sr., 4234 West Congress Parkway, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (personal money order).

9742 South Eggleston Avenue.

Mr. James X. and Ms. Ora D. Floyd, 9746 South Eggleston Avenue, Chicago, Illinois 60628: Amount bid and deposit check \$325.00 (cashier's check).

2521 West Flournoy Street.

Ms. Angela Mikell, 2525 West Flournoy Street, Chicago, Illinois 60612: Amount bid and deposit check \$300.00 (personal money order).

3436 West Flournoy Street.

Ms. Samella Walker, 3432 West Flournoy Street, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (personal money order).

3346 South Giles Avenue.

Mr. John L. and Ms. Tommie L. Hodges, 3348 South Giles Avenue, Chicago, Illinois 60616: Amount bid and deposit check \$300.00 (cashier check).

4422 West Gladys Avenue.

Ms. Nettie P. Croom, 4420 West Gladys Avenue, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (money order).

6821 South Green Street.

Ms. Irene Warren, 6823 South Green Street, Chicago, Illinois 60621: Amount bid and deposit check \$300.00 (cashier's check).

1643 South Homan Avenue.

Mr. Aron F. Webb, 1641 South Homan Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$305.00 (cashier's check).

1306 West Huron Street.

Ms. J. Isabel Rodriguez, 1304 West Huron Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check).

3331 South Indiana Avenue.

Ms. Peggy and Mr. Dennis Evans, 3329 South Indiana Avenue, Chicago, Illinois 60616: Amount bid and deposit check \$350.00 (money order).

3963 South Langley Avenue.

Mr. Billy and Ms. Lynn Stevenson, 3961 South Langley Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$307.00 (money order).

6809 South Loomis Street.

Ms. Ada Mae Brown, 6811 South Loomis Street, Chicago, Illinois 60636: Amount bid and deposit check \$400.00 (money order).

1534 North Maplewood Street.

Mr. Juan Garcia, 1538 North Maplewood Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (bank check).

5709 South Marshfield Avenue.

Mr. Jeffery Harrington, 5711 South Marshfield Avenue, Chicago, Illinois 60636: Amount bid and deposit check \$300.00 (money order).

5221 South May Street.

Ms. Thelma Archie, 5525 South May Street, Chicago, Illinois 60643: Amount bid and deposit check \$301.00 (money order).

1421 South Millard Avenue.

Ms. Estelle Williams, 1417 South Millard Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (cashier's check).

3833 West Polk Street.

Ms. Debra Ann Neason, 3831 West Polk Street, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (cashier's check).

6041 South Rhodes Avenue.

Ms. Dorthy Lanton, 6045 South Rhodes Avenue, Chicago, Illinois 60637: Amount bid and deposit check \$600.00 registered check).

1411 North Rockwell Street.

Ms. Marva Harris, 1413 North Rockwell Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check).

7411 South St. Lawrence Avenue.

Mr. Fred L. Jones, 7407 South St. Lawrence Avenue, Chicago, Illinois 60619: Amount bid and deposit check \$301.00 (bank check).

6435 South Seeley Avenue.

Mr. David and Mr. Freddie Flowers, 6431 South Seeley Avenue, Chicago, Illinois 60636: Amount bid and deposit check \$301.00 (certified check).

4362 South Shields Avenue.

Ms. Dorothy Franklin, 4400 South Shields Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (personal money order).

5356 South Shields Avenue.

Ms. Odessa Hollister King, 5354 South Shields Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (money order).

1505 North Talman Avenue.

Ms. Bernice Brandon, 1509 North Talman Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (money order).

1618 South Union Street.

Mr. Zia Ahmad Gilani, 1620 South Union Street, Chicago, Illinois 60616: Amount bid and deposit check \$300.00 (personal money order).

4752 South Union Street.

Mr. Michael and Ms. Vicki Simental, 4754 South Union Street, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (cashier's check).

3311 West Walnut Street.

Mr. Charles and Ms. Mildred Thorpe, 3313 West Walnut Street, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (cashier's check).

2236 West Warren Boulevard.

Mr. Arie Ester, 2240 West Warren Boulevard, Chicago, Illinois 60612: Amount bid and deposit check \$300.00 (cashier's check).

3106 West 25th Street.

Mr. Miguel and Ms. Silvia Rodriguez, 3108 West 25th Street, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (bank check).

661 East 50th Place.

Mr. Robbie P. Waldington, 663 East 50th Place, Chicago, Illinois 60615: Amount bid and deposit check \$350.00 (official check).

3314 East 88th Street.

Mr. Anthony D. Lazo, 3310 East 88th Street, Chicago, Illinois 60617: Amount bid and deposit check \$300.00 (personal money order).

Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, October 15, 1987, at 10:00 A.M. in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski". The signature is written in dark ink and is centered on the page.

WALTER S. KOZUBOWSKI,
City Clerk.