

Exhibit A

Retail Concession Lease and License Agreement Between the City of Chicago
(Department of Aviation) and Vosges, Ltd d/b/a Vosges Haut-Chocolat

"Vosges Agreement"

RETAIL CONCESSION LEASE AND LICENSE AGREEMENT

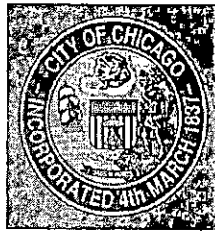
BETWEEN

**THE CITY OF CHICAGO
(DEPARTMENT OF AVIATION)**

AND

Vosges, Ltd. d/b/a Vosges Haut-Chocolat

**AT
CHICAGO O'HARE INTERNATIONAL AIRPORT**



06-0-11 pcc 50 1M

**RICHARD M. DALEY
MAYOR**

**ROSEMARIE S. ANDOLINO
COMMISSIONER**

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SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: Richard M. Daley ^{per ms4}
Mayor

RECOMMENDED BY: [Signature]
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

David Biggs
Senior Counsel

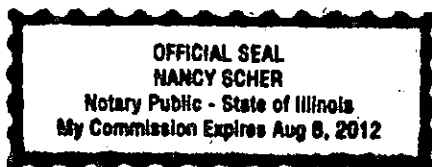
Vosges, Ltd. (TENANT)

By: [Signature]

Its: Owner
[Title] Katrina Markoff

Date: June 15, 2010

[Notary] Nancy Scher



RETAIL CONCESSION LEASE AND LICENSE AGREEMENT

This Retail Concession Lease and License Agreement ("Agreement") is entered into at Chicago, Illinois, as of June 30, 2010 ("Effective Date"). The Agreement is by and between Vosges, Ltd. d/b/a Vosges Haut-Chocolat, an Illinois corporation ("Tenant"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("City"), acting through its Department of Aviation.

BACKGROUND

The City owns and operates Chicago O'Hare International Airport ("Airport"), which includes an international terminal, three domestic terminals, and a transportation center (collectively, the "Terminals"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("RFP") for retail concessions at the Airport and Tenant responded with a proposal to operate a retail concession featuring pre-packaged chocolate gift items and high end snack items. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a retail concession at the Airport and a lease to operate the retail concession at the Terminal locations identified in this Agreement under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 TERM SHEET

The summary of key terms and conditions of this Agreement, as approved by the City Council of the City of Chicago, is attached to the Agreement as Exhibit 1 and is incorporated here by reference ("Term Sheet"). There may be differences between the defined words and phrases used in this Agreement and the words and phrases used in the Term sheet. In the event of any substantive inconsistency between the Term Sheet and the terms and conditions of this Agreement, the Term Sheet will govern. Tenant must promptly notify the City if Tenant believes that there is such a substantive inconsistency.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

2.1 Incorporation of Background. The Background set forth above is incorporated by reference as if fully set forth here.

2.2 Incorporation of Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Term Sheet
Exhibit 2	Leased Space
Exhibit 3	Improvements, Improvement Costs, and Completion Dates
Exhibit 4	City's Shell and Core Obligations
Exhibit 5	Merchandise and Price List
Exhibit 6	Airport Concessions Program Handbook
Exhibit 7	Form of Letter of Credit
Exhibit 8	Insurance Requirements
Exhibit 9	ACDBE Special Conditions and Related Forms
Exhibit 10	Economic Disclosure Statement(s) and Affidavit(s)

ARTICLE 3 DEFINITIONS

3.1 Interpretation and Conventions.

A. The term "**include**," in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

B. The term "**person**" includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.

E. Where the approval or consent of the City is required under this Agreement, unless expressly stated otherwise, it means approval or consent of the Commissioner or the Commissioner's

authorized representative as the Commissioner may designate from time to time. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate party.

3.2 Definitions

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

"Additional Rent" has the meaning set forth in Section 7.1.

"Additional Space" means Retail Space or Storage Space that is added to Leased Space after the Effective Date pursuant to Section 5.1, but does not include Relocation Space.

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

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means an entity meeting the definition of airport concession disadvantaged business enterprise, as defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in accordance with those regulations.

"Airport Concession Program Handbook" means Exhibit 6, as it may be amended from time to time by the Department of Aviation. Any amendment of the Airport Concession Program Handbook by the Department of Aviation during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

"Base Rent" means the amount payable by Tenant on a square footage basis for use and occupancy of the Leased Space as set forth in Section 7.1.

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

"Commissioner" means the head of the Department of Aviation of the City and any City officer or employee authorized to act on her behalf.

"Common Areas" means those areas of the Terminals that are not leased, licensed, or otherwise designated or made available by the Department of Aviation for exclusive or preferential use by specific party or parties.

"Comptroller" means the head of the Department of Finance of the City and any City officer or employee authorized to act on his behalf.

"Concession" means Tenant's business of offering the Merchandise identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

"Concession Management Representative" means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

"Concessions Tenant Design and Construction Procedures Manual" or "TDCPM" means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

"Construction Documents" means the drawings and specifications for the construction of Improvements, approved by the Commissioner pursuant to Section 5.5.

"Date of Beneficial Occupancy" or "DBO" means, as to each Retail Space, the later to occur of:

- A. the date,
 - (i) for In-Line Sites, that is 60 days after the later to occur of (1) the date that the City gives Tenant possession of the Retail Space or (2) the date that the building permit for the Improvements is issued (provided that the Tenant promptly applies for, and diligently pursues the issuance of, such building permit), or
 - (ii) for Kiosks, that is 45 days after the later to occur of (1) the date that the City gives Tenant possession of the Retail Space or (2) the date that the building permit for the Improvements is issued (provided that the Tenant promptly applies for, and diligently pursues the issuance of, such building permit)and
- B. the date set forth in the Development Plan for the commencement of retail sales in the applicable Retail Space.

Notwithstanding the foregoing, if Tenant commences retail sales in any Retail Space before the date determined in accordance with the foregoing, the Date of Beneficial Occupancy for that Retail Space is the date that retail sales commence. The Date of Beneficial Occupancy for any Storage Space is the date that the City gives Tenant possession of the Storage Space.

"Default Rate" means 12% per annum.

"Department" means the City's Department of Aviation.

"Development Plan" means the Tenant's conceptual plan for construction of Improvements and commencement of Concession operations, as set forth in Section 5.5.

"Distribution Fee" means the amount, if any, payable pursuant to Section 4.11 for the Tenant's use of a centralized distribution and storage facility.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" has the meaning set forth in Article 9.

"Gross Revenues" means the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Leased Space and all mail or telephone orders received or filled at or from the Leased Space and all deposits not refunded to purchasers and all orders taken in and from the Leased Space whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;
- C. bona fide transfers of merchandise to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Merchandise inventory not sold to the public and not in the ordinary course of business; and
- G. insurance proceeds received from the settlement of claims for loss of or damages to

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Improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

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

"Imposition" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction of the Improvements. The minimum Improvement Costs as of the Effective Date are set forth in Exhibit 3. For purposes of this Agreement, Improvement Costs shall be deemed to be amortized over the Term on a straight-line basis.

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements required as of the Effective Date are described in Exhibit 3.

"In-Line Site" means a Retail Space, other than a Kiosk, that may be permanent or temporary.

"Kiosk" means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against the wall.

"Lease" means the lease by the City to the Tenant to use and occupy the Leased Space in order to conduct and operate the Concession.

"Leased Space" means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Article 5 and Exhibit 2, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

A. for the initial Lease Year of this Agreement, a period beginning on the first Date of

RETAIL CONCESSION LEASE AGREEMENT
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Beneficial Occupancy of a Retail Space and ending on December 31 of that calendar year, and

- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year during which the Term expires or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means the fee payable by Tenant for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee", as set forth in Section 7.1.

"Marketing Fee" means the Tenant's contribution for promotions at the Airport, as set forth in Section 4.10.B.

"Merchandise" means the merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Merchandise identified in Exhibit 5 and is not permitted to sell any goods or services not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

"Relocation Space" means space to which Tenant must relocate a Retail Space or Storage Space at the request of the Commissioner after the Effective Date pursuant to Section 5.1.

"Rent" means all amounts payable by Tenant in connection with this Agreement, including but not limited to Base Rent, License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with requirements for Concession operations.

"Retail Space" means a Leased Space used by Tenant for the sale at retail of Merchandise, including any Additional Space or Relocation Space used for that purpose.

"Shell and Core" means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

"Storage Space" means a Leased Space used by Tenant for storage of Merchandise inventory to support a Retail Space. No Merchandise may be sold to the public from Storage Space.

"Subcontractor" means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

"Subcontracts" means all oral or written agreements with Subcontractors.

"Term" has the meaning set forth in Section 6.1.

"Use Agreements" means those certain airport use and lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

"Value Price" has the meaning set forth in Section 4.3.

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

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 **Concession License and Lease.** This Agreement (and the Lease and License granted under it) supersede, cancel and terminate any existing agreements or understandings between the parties and relating to the subject matter of this Agreement. The City grants Tenant a License to operate a Concession and a Lease to operate the Concession from the Leased Space. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays

the increase in insurance premiums occasioned by the operations; or

E. would involve any illegal purposes.

4.2 No subleases, assignments or other uses. Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Retail Spaces were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Retail Spaces. Accordingly, Tenant acknowledges: that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment unless otherwise expressly provided for herein, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

4.3 Merchandise and Value Pricing.

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Merchandise that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Merchandise that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must promptly provide the Commissioner with a complete list of all Merchandise and prices. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval.

B. Tenant must stock a sufficient amount of each item comprising its Merchandise within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's patrons. The Merchandise must be new, fresh and of top quality. Tenant must store Merchandise inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. Notwithstanding the City's approval of any prices listed in Exhibit 5, a major inducement to the City to enter into this Agreement is Tenant's agreement that it will comply with the following in establishing prices. Tenant must not charge in excess of Value Prices, as defined below, for the Merchandise or any other products from time to time approved in writing by the Commissioner for sale from the Retail Space. For the purposes of calculating Value Prices as set forth below, the term "city of Chicago" means the area bounded by Congress Expressway on the South, North Avenue on the North, Lake Michigan on the East, and Franklin Street on the West, and the term "Chicago Metropolitan Area" means Cook County and all counties contiguous thereto within the State of Illinois.

- (i) The "**Value Price**" is determined by comparing Tenant's prices at the Retail Space with the prices charged at the other retail sales locations of Tenant, if any, in the city of Chicago. Tenant's prices on any specific product item may not exceed the highest price charged for the same item (or if the same item is not offered, an equivalent item) at Tenant's other retail sales locations in the city of Chicago. If the same or an equivalent item is not offered at those other retail locations or if Tenant has no retail locations in the city of Chicago, the Tenant will propose for Commissioner's approval four comparable vendors within the city of Chicago or within the Chicago Metropolitan Area as "Benchmark Stores", and, upon approval by the Commissioner, Tenant's prices for the item may not exceed the average of the three highest prices charged for the same or equivalent item at the Benchmark Stores. If the same or equivalent item is not offered at a Tenant location or a Benchmark Store within the city of Chicago or within the Chicago Metropolitan Area, Tenant must charge a reasonable price for the item, which price will be subject to the review and approval of the Commissioner, which shall not be unreasonably withheld or delayed.
- (ii) Tenant must submit to the Commissioner, within 30 days after the end of each Lease Year, or as requested from time to time by the Commissioner, but no more than four (4) times per annum, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner may review the prices of the Merchandise then being offered for sale by Tenant and require adjustments in prices of the Merchandise or particular items in order to comply with the Value Price requirement. Following the Commissioner's written notice to Tenant, Tenant shall promptly adjust the price of the Merchandise or particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant as liquidated damages and not as a penalty an amount of \$100 per day per Retail Space.

D. At any time, and from time to time, the Commissioner may review the quality of the Merchandise then being offered for sale by Tenant and require reasonable improvements in quality of the Merchandise or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall promptly rectify or modify the quality of the Merchandise or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other

remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant as liquidated damages and not as a penalty an amount of \$100 per day per Retail Space.

4.4 General Requirements for Operation of Concessions. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, attached hereto as Exhibit 6, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade name identified in the Term Sheet.

B. Unless authorized in writing by the Commissioner, Tenant must not install or operate any coin, card, token or otherwise activated vending machines or devices of any kind or type.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "**Physical Inspection Standards**" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five business days following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner or Corporation Counsel deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner would cause the City damages including, among other things, loss of goodwill, that would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five business days cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, the amount of \$200 per day for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors

or odors from escaping from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must at all times accept as suitable payment for any sale of Merchandise any of at least three nationally recognized credit cards, such as but not limited to American Express, Visa, MasterCard and Discover. Tenant must give a receipt with each purchase and must post signs prominently near its cash registers offering some bonus or compensation to the customer if no receipt is given. Tenant must make change for the public regardless of whether or not a purchase is made.

F. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

G. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;
- (ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,
- (iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, it is an Event of Default. Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty: (A) an amount of \$200 per day for each day after the initial 72 hours until Tenant responds to the customer complaint or governmental notice and (B) if Tenant fails to provide the requisite copies to the Commissioner, \$100 per day (up to a maximum of 60 days) until the Tenant provides the Commissioner with the copies.

4.5 Hours of Operation.

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all required hours of operation. The Retail Space must be open, at a minimum, from 6:30 a.m. until 8:30 p.m. daily. If the Commissioner deems it necessary in order to serve the public

at the Terminals, Tenant must keep any or all of its Retail Space open for additional hours as the Commissioner reasonably determines, but in no event more than sixteen (16) hours total per day. From time to time, the Commissioner may require Tenant to extend its hours for peak holiday travel seasons or for flight delays due to inclement weather, or conversely, the Commissioner may allow the Tenant to open a Retail Space later than 6:30 a.m. or close it earlier than 8:30 p.m. when passenger traffic is light.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Merchandise, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the lesser of \$50 per hour or \$500 per day, beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; or (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

(i) Tenant must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations.

(ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must be appropriately dressed and must wear Airport identification badges and any other form(s) of identification that may be required by the Commissioner from time to time.

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner from time to time. Tenant must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner. An appropriate officer or management representative of Tenant must meet with the Commissioner as requested by the Commissioner to

discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the Commissioner's request, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner.

(iv) The Commissioner reserves the right to object to the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the personnel with personnel satisfactory to the Commissioner.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in her sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to insure compliance of all Subcontractors with those regulations and with the other requirements of this subsection, and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the Terminals. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no

responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas, the Terminals or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control.

B. Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term. Tenant is responsible for pest control within the Leased Space by contracting with a professional pest control service to provide service on a regular basis or as needed, or at the Commissioner's election, the Commissioner may provide or contract for the pest control and charge Tenant a reasonable charge for the service. If the Commissioner so requires, Tenant must coordinate all pest control service with the City's pest control contractor. Tenant must furnish the Commissioner a copy of its pest control contract. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

4.8 Utilities.

A. Tenant must pay for natural gas, water, sewage and electricity furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing.

B. Tenant must maintain utility lines to the Leased Space as follows:

- (i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that are located within and serving the Leased Space; and
- (ii) where the utility lines are solely for the use of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point to the Terminals. Alternatively, the City may, at the Commissioner's sole discretion, maintain the lines and charge Tenant the reasonable cost of the maintenance. Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical

panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, and other waste created by the Concession operations and for their disposal at a centrally located dump site within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.

B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash. If and when any system for centralized waste disposal is put in place for the Terminals that is capable of appropriately allocating to Tenant its proportional share of the cost of disposal of the refuse that Tenant and others deposit in it, then Tenant must pay its proportional share as determined by the City of the portion of those disposal costs actually charged by any third party contractor to the City or billed directly to Tenant by the third party contractor.

4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Merchandise sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession.

B. Marketing and Advertising Fund. The Department operates a marketing and advertising fund for the purpose of financing a program for advertising and promoting Concessions at the Airport ("**Marketing Fund**"). Such program may include special events, shows, displays, signs, marquees, decor, seasonal events, and print, television, radio and other media advertisements.

In addition, the City may use the Marketing Fund to defray the costs of administration of the Marketing Fund, including the expenses for a promotion and advertising manager. The Marketing Fund is funded by contributions from tenants, as required by the provisions of their agreements with the City. The monthly contribution by Tenant is in an amount equal to the product of the Gross Revenues for the prior month multiplied by 0.005 (one-half percent) set forth below (the "**Marketing Fee**"). The City may, but is not required to, contribute to the Marketing Fund. Tenant has no ownership or beneficial interest whatsoever in the Marketing Fund.

4.11 Distribution and Storage; Deliveries.

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curbside for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or his designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("**AOA**") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

B. At the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to a central distribution and storage facility at the Airport ("**Distribution and Storage Facility**") The Distribution and Storage Facility is not in place as of the Effective Date, but may be designed and developed by the City or a designated third party. At the Commissioner's sole discretion, the Distribution and Storage Facility, if implemented, may be operated through a third party contractor selected or approved by the Commissioner. If the Distribution and Storage Facility is implemented, Tenant must pay the City or a designated third party Tenant's proportional share of the cost for deliveries to or from the Distribution and Storage Facility ("**Distribution Fee**") as determined by the Commissioner or a designated third party. Such Distribution Fee may include development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the Distribution and Storage Facility and is considered to be Additional Rent. Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the Distribution and Storage Facility, including lost profits, consequential damages or any other losses or damages whatsoever.

4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does

not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

- (i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminals;
- (ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable.
- (iii) Require Tenant to furnish the City door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors except sales or lock boxes within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Commissioner. Tenant must purchase only from the City additional duplicate keys as required, and must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the City's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's its agents' or employees gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Commissioner and must disclose to the Commissioner the combination of any safes, cabinets or vaults left in the Leased Space;
- (iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant's property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Terminals or the Leased Space;
- (v) Establish controls for the purpose of regulating all property and packages, both

personal and otherwise, to be moved into or out of the Terminals and the Leased Space;

- (vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;
- (vii) Show the Leased Space to prospective Tenants and subtenants at reasonable times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;
- (viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;
- (xix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement and exercise any rights granted to it in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;
- (xx) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.
- (xxi) Promulgate from time to time rules and regulations regarding the operations at the Airport; and
- (xxii) Maintain newspaper vending machines at any location in the Airport.

B. If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant, provided it charges all affected concession tenants, for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the City's sole option.

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 **Leased Space.** As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 2 for the Term of this Agreement for the operation of the Concession. Exhibit 2 may be amended from time to time to reflect changes in Leased Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 2. If the actual measured square footage of the Leased Space differs from the square footage identified on Exhibit 1, the Base Rent will be applied to the actual measured square footage.

A. Retail Space. The Leased Space includes the Retail Space identified in Exhibit 2. Retail Space is to be used for the sale of Merchandise at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 2. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Merchandise. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

(i) During the Term, the Commissioner may from time to time make Additional Space available in the Terminals for concession operations. In that event, the Commissioner in her absolute discretion may determine what portion, if any, of the space will be made available to Tenant under this Agreement, but not to exceed square footage set forth in the Term Sheet. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any;
- b. whether it is being offered as Retail Space or Storage Space; and
- c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibit 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate and the Commissioner may offer the Additional Space to others.

(ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party.

D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event:

- (i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.
- (ii) If a Retail Space is being relocated and the Relocation Space for a Retail Space is not acceptable to Tenant comparable in size, visibility, and traffic, in Tenant's reasonable business judgment, Tenant may reject the Relocation Space by notifying the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. If Tenant rejects the Relocation Space, then the Lease for the affected Retail Space will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted by a percentage equal to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the affected Retail Space. Further, if Tenant rejects the Relocation Space, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs, as determined under Exhibit 3, and as approved by the Commissioner, for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.
- (iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is

completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will be deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 Rights Regarding Property in the Leased Space. Tenant shall retain title and ownership to all Tenant personal property in the Leased Space except in the event of deemed abandonment. The City owns all other property at the Leased Space, including the Shell and Core and Improvements. Tenant represents and warrants that all the personal property located in the Leased Space on the Date of Beneficial Occupancy will be owned by Tenant.

5.3 Shell and Core. The City is responsible for providing Shell and Core, as specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 Tenant's Improvement Obligations.

A. Retail Space and Storage Space. Tenant must complete, or cause to be completed, the Improvements described in Exhibit 3 in accordance with Construction Documents (defined below) that have been approved by the Commissioner and at Tenant's sole cost and expense, on or before the date set forth opposite each portion of the Leased Space set forth in Exhibit 3. The Improvement Costs must be not less than ninety-five percent (95%) of the amounts set forth in Exhibit 3. Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. Tenant, however, must furnish written certification from the Tenant's engineer stating that any supplemental heating, cooling and exhaust facilities to be installed on the Leased Space are designed for negative pressure inside the Leased Space so that hot or cold air will not be drawn out of the Common Areas into the Leased Space. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the requirement for negative pressure, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.

B. Additional Space. Tenant must complete or cause to be completed, at Tenant's sole

cost and expense, the Improvements for each Additional Space, if any, identified by the Commissioner by the Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of \$200 per square foot for In-Line Sites, and \$40,000 per Kiosk, subject to Section 5.1.

C. Relocation Spaces. Tenant must complete, or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Relocation Space, on or before the date established by the Commissioner for relocation and at the level of expenditure needed to make Improvements in the Relocation Space comparable to the Improvements in the Leased Space being vacated.

D. Temporary Relocation Space and Additional Space. The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space useable.

E. Improvement Costs. Only Improvement Costs of the types set forth in Exhibit 3 are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any Leased Space are less than a minimum per square foot cost provided in this Agreement for such Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the amount by which the sum determined by multiplying the square footage of such Leased Space by the minimum per square foot cost requirement applicable to the Leased Space exceeds the actual Improvement Cost.

F. Amortization of Improvement Costs. Except with the prior written approval of the Commissioner, the Improvement Costs for each Leased Space must, for the purposes of determining the unamortized value of the Improvements, never be more than the actual amount of Improvement Costs applicable to each such Leased Space and as approved by the Commissioner. Amortization will be calculated on a straight-line basis over the initial Term without regard to any possible extensions.

5.5 Work Requirements.

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS

AGREEMENT.

B. Compliance with Standards. Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

- (i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;
- (ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and
- (iii) the Tenant Design and Construction Procedures Manual ("TDCPM") and the Airport Concession Program Handbook.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the TDCPM, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the TDCPM, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

Sustainable Design

As part of the City's goal to incorporate environmentally sustainable design in building and infrastructure improvements, the City encourages Tenant to incorporate sustainable design practices in the development and build out of the Leased Space. The City further encourages that Tenant include a LEED® (Leadership in Energy and Environmental Design) accredited professional on its design team. Further the City requires that the Tenant create an operational plan that looks at all aspects of the day to day operation from recycling to use of econ friendly products and supplies.

The main objectives of sustainable design and operations are to avoid resource depletion of energy, water, and raw materials; prevent environmental degradation caused by facilities and infrastructure throughout their life cycle; and create built environments that are comfortable, safe and productive. For additional information regarding the City's objectives, please refer to the "CDA Sustainable Airport Manual," dated August 2009 on the Chicago Department of Aviation web site (www.flychicago.com) through the 1) "O'Hare Modernization Program" and then 2) "Sustainable Initiatives" links.

Please note that all updates and revisions to the Sustainable Airport Manual in reference to Concessions will be mandatory for the Tenant to address.

C. Development Plan. Tenant must submit to the Commissioner for her approval, within

seven days after the Effective Date, a development plan that describes in detail the Tenant's thematic concept for the Retail Space and its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space ("**Development Plan**"). The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space and the dates by which City must complete the Shell and Core and Tenant must obtain possession of the Retail Space in order to achieve the anticipated DBO. The Commissioner will attempt to meet with Tenant to review the TDCPM and the Tenant's Development Plan within 14 days after receipt of the Development Plan. Tenant must promptly respond to any changes in the Development Plan requested by the Commissioner.

D. 30 Percent Design Phase. Upon approval of the Development Plan by the Commissioner, Tenant must proceed with preparation of 30 percent design drawings and specifications for Improvements to each Leased Space ("**30 Percent Designs**") prepared pursuant to the guidelines set forth in the TDCPM within the earlier of 14 days following the approval of the Development Plan or 60 days before the date for beginning construction of Improvements as set forth in the Development Plan. The Commissioner will attempt to respond to the 30 Percent Designs for the Improvements within 5 business days after Tenant's submission of the 30 Percent Designs with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 30 Percent Designs requires resubmission, Tenant must resubmit the 30 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 30 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 30 Percent Designs after 5 attempts, it will be an Event of Default.

E. 60 Percent Design Phase. Within 60 days of an "accepted" or "accepted as noted" response to the 30 Percent Designs from the Commissioner, Tenant must submit to the Commissioner its proposed 60 percent design drawings and specifications prepared as required under the TDCPM ("**60 Percent Designs**"), which must include revisions to and incorporate the Commissioner's comments on the 30 Percent Designs as well as any Shell and Core modifications or other modifications to base building systems required to accommodate Tenant's proposed Improvements. The Commissioner will attempt to review and respond to the 60 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 60 Percent Designs requires resubmission, Tenant must resubmit the 60 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 60 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 60 Percent Designs after 5 attempts, it will be an Event of Default.

F. 100 Percent Design Phase. Tenant must prepare and submit to the Commissioner, within 20 days following its receipt of the Commissioner's approval of the 60 Percent Designs, the 100 percent design drawings and specifications and a construction schedule that complies with the

Development Plan ("100 Percent Designs"). The Commissioner will attempt to review and respond to the 100 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 100 Percent Designs requires resubmission, Tenant must resubmit the 100 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 100 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 100 Percent Designs after 5 attempts, it will be an Event of Default. Upon acceptance by the Commissioner, the 100 Percent Designs drawings, specifications, and construction schedule will be deemed the approved "Construction Documents". If Tenant desires to use the services of any Subcontractor, Tenant must submit the name and qualifications of the Subcontractor to the Commissioner for review and approval, which approval may be granted or denied in the Commissioner's sole discretion. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction.

G. Start of Construction. Within 10 days after the date of delivery of possession for each Leased Space, if Tenant has obtained applicable building permits, which Tenant must promptly and diligently endeavor to do, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. In all respects, the Improvements must:

- (i) conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations;
- (ii) be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances; and
- (iii) except as otherwise provided in this Agreement, be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement.

Approval of the Construction Documents by the Commissioner does not constitute her or the City's representation or warranty as to their conformity, and responsibility therefor at all times remains in Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

H. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response in writing within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the

approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

I. Inspection of Improvements in Progress. The Commissioner has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform.

J. Notice of Substantial Completion and Inspection. At least 5 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "notice of substantial completion". On the date specified in the notice of substantial completion, the Commissioner will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punchlist to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

K. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, if Tenant has not caused the Improvements to be substantially completed and Retail Space to be open to the public for business in accordance with the Construction Documents, the Development Plan and/or this Agreement:

- (i) Tenant must pay the City liquidated damages at the rate of \$1,000 per day for each day from and after the date the Improvements were required to be substantially completed and the Retail Space to be open to the public for business, until the date on which the Retail Space actually opens to the public for business; and
- (ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from Kiosks or other temporary locations, as the Commissioner may

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reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and

- (iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the scheduled date, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,
- (iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punchlist items are not completed within 30 days following the date on which Tenant opens to the public for business, subject to the availability of labor, materials, and supplies, the Commissioner will assess liquidated damages against Tenant at the rate of \$200 per day per punchlist item not timely completed; and
- (v) if Tenant is permitted to open for business but any punchlist items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:
 - A. complete the punchlist Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
 - B. close the affected Retail Space until all outstanding punchlist items are completed.

L. Post-construction Documentation. Tenant must submit a complete set of "as-built" drawings and documentation as outlined in the TDCPM to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

M. No Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Lease Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, The Airport, Tenant's leasehold interest, or this Agreement arising out of any work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Lease Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the

City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, if requested by the Commissioner, Tenant must within 15 days following the Commissioner's request post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an event of default.

5.6 Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminals served by the damaged Improvements, then the Commissioner must repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense, unless such damages is caused by the City, in which case, the total repair shall be at the City's expense. .

B. Major Damage.

- (i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:
 - a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
 - b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.
- (ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required

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

- (iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If sufficient insurance proceeds are available to repair the damage and the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If the repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.
 - (iv) If this Agreement is not terminated in accordance with paragraphs B.(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Date of Possession, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.
 - (v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:
 - a. an estimate of the total cost of the Work;
 - b. the estimated date upon which the Work will be substantially completed; and
 - c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.
 - (vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.
- C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage

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

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense.

5.7 Mid-Term Refurbishment. If the Commissioner gives notice to Tenant before the 48th month after the Effective Date of its offer to extend the term of the Agreement per Article 6.1 B, then Tenant must budget and expend such funds as necessary, but no less than 25 percent of the initial Improvement Costs, to undertake a mid-Term refurbishment of the Retail Space during or about the middle of the Term in order to ensure that the Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant. If the Commissioner and Tenant cannot agree, then Commissioner may reasonably determine the scope and the extent of the refurbishment, and Tenant will be bound by her determination. If the mid-Term refurbishment is of a substantial nature, then the provisions of Section 5.5 will apply.

5.8 City Resident Construction Worker Employment Requirement.

A. Use of Residents. In connection with and during the construction of the Work, Tenant and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago ("**Municipal Code**"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. (At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City.) In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. "**Actual residents of the City**" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, "**Employer**") must provide for the maintenance of adequate employee residency records to ensure

that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted to the Commissioner in triplicate and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

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

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

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

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative

action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

5.9 Licensing of General Contractor. This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

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

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

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

ARTICLE 6 TERM OF AGREEMENT

6.1 Term.

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A. This Agreement is in full force and effect upon the Effective Date. The term of this Agreement ("Term") begins on the Effective Date and expires at 11:59 p.m. on the day that is the fifth anniversary of the Date of Beneficial Occupancy of the last Retail Space to open for Concession operations (excluding any Retail Space that is Additional Space or Replacement Space) unless this Agreement is terminated earlier in accordance with its terms.

B. The Commissioner may offer Tenant up to two (2) extensions of one year by providing Tenant written notice of such offer no less than one hundred and eighty (180) days prior to the expiration of the Term. Tenant shall provide Commissioner with written notice of its acceptance or rejection of such extension within thirty (30) days of its receipt of the offer. The Commissioner may elect to exercise both extensions simultaneously, resulting, upon Tenant's acceptance, in one extension of two years.

6.2 Holding Over.

A. Without consent. If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space that is expired or terminated, the holding over constitutes a Lease from month to month on the same terms and conditions as this Agreement, including payment of Rent attributable to all or the portions of the Leased Space, until terminated by the Commissioner upon not less than 30 days prior written notice. If Tenant continues to hold over after receipt of such written notice, Tenant must pay Rent for the entire holdover period for the Leased Space (or that portion of the Leased Space as to which this Agreement has expired or otherwise terminated), following the termination date under the notice, at double the annual rate of the Rent payable, on a per diem basis, during the that portion of the last calendar year falling within the Term of this Agreement. No occupancy of the Leased Space by Tenant after the expiration or other termination of this Agreement (in its entirety or as to the portion of the Leased Space in question) extends the Term of this Agreement with respect to the portion of the Leased Space, except as a holdover tenancy. Also, in the event of any unauthorized and willful occupancy after such expiration or termination, Tenant must indemnify the City against all damages arising out of the retention of occupancy, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement must continue in effect.

B. With consent. Any holding over with the consent of the Commissioner in writing constitutes a Lease from month-to-month on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space Tenant continues to occupy after the Term. Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated.

6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or Tenant's Lease as

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to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted. Except as provided below, Tenant must remove all Tenant personal property from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term) but not otherwise, Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place. Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

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

C. Any Improvements not requested to be removed by the Commissioner will, upon termination of this Agreement, if such is not already the case, become property of the City, except that all of Tenant's trade dress, service marks, trademarks and trade names must be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost, on or before the expiration or termination of the Term.

6.4 [Intentionally Deleted]

6.5 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased Space impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant. In the event of termination of this Agreement under either of the preceding sentences, all Rent accrued to the termination date is payable to the date of termination.

6.6 Eminent Domain. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken, the Term of this Agreement will end upon the earlier of

the date when possession is required by the condemning authority or the effective date of the taking. If any eminent domain proceeding is instituted in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other before the date of termination designated in the notice. In the event of termination of this Agreement under either of the preceding sentences, all Rent accrued to the termination date is payable to the date of termination. Except as otherwise provided in this Agreement, no money or other consideration is payable by the City to Tenant for the right of cancellation in connection with eminent domain.

ARTICLE 7 RENT AND FEES

7.1 Rent Payable.

A. In consideration of Tenant's use of the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, beginning with the first month following the first Date of Beneficial Occupancy of a Retail Space, as rent and fees the Base Rent, License Fee and Additional Rent (collectively, "Rent") as follows:

(i) Base Rent. The "Base Rent," which, during the initial Lease Year, is an amount equal to the product of \$45.00 per square foot per year rate multiplied by the number of square feet of Leased Space, whether permanent or temporary. In each succeeding Lease Year following the initial Lease Year the Base Rent applicable to each Leased Space will increase by 3 % over the previous Lease Year. The Base Rent is applied to the actual square footage of Leased Space, including any Additional Space or Relocation Space, and will be prorated by each Lease Space accordingly to reflect changes in specific Leased Spaces that occur from time to time during which Tenant occupies a Leased Space for less than a full Lease Year. The Base Rent for each Lease Year is payable in equal monthly installments.

(ii) License Fee. An amount equal to the greater of a. or b.:

- a. Percentage Fee. The "Percentage Fee" is an amount equal to 11% of Gross Revenues.
- b. Minimum Annual Guarantee. The "Minimum Annual Guarantee" or "MAG" for the first and second Lease Years is \$43,950, prorated for the first Lease Year if less than 12 months. Beginning with the third Lease Year, and for each Lease Year thereafter, the Minimum Annual Guarantee will equal the greater of: (A) 85% of the total Percentage Fee payable for the preceding Lease Year, or (B) the prior year Minimum Annual Guarantee, but never less

than \$43,950. The Minimum Annual Guarantee applicable to the last Lease Year will be pro-rated if less than 12 months.

- (iii) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent.

Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

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

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Retail Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Retail Space to be closed bears to the Gross Revenues for the entire Retail Space to which the Minimum Annual Guarantee applies.

7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning the first month following the first Date of Beneficial Occupancy and continuing throughout the Term, Tenant must pay to the City:

- (i) 1/12 of the Minimum Annual Guarantee, and

- (ii) 1/12 of the annual Base Rent.
- B. On or before the 15th day of each month, Tenant must pay the City:
 - (i) the amount, if any, by which the actual Percentage Fee for the preceding month exceeds 1/12 of the Minimum Annual Guarantee, and
 - (ii) the Marketing Fee and Distribution Fee, if any.

C. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the period exceeds the amount of all payments made by Tenant to the City for the period in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the period is less than the amount of all payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG, then Tenant will receive a credit against the next Percentage Fee due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

7.3 Material Underpayment or Late Payment. Without waiving any other remedies available to the City, if:

- (i) Tenant underpaid Rent due in any calendar year by more than 5%, or
- (ii) Tenant failed to make any Rent payments within 5 days of the date due, then

Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 Reports.

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Weekly. Tenant will furnish to the Commissioner weekly sales reports, if requested, breaking down all sales and Gross Revenues by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Leased Space, in the form specified by the Commissioner.

C. Annually or more often.

- (i) Tenant must furnish to the Commissioner on or before the 60th day following the end

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of each Lease Year, or from time to time as required by the Commissioner, an operations statement for the Concession.

- (ii) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.
- (iii) The annual statement must include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by Vosges, Ltd. for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$_____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Merchandise and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 Books, Records and Audits.

A. Except as provided below, Tenant must prepare and maintain at its office in Chicago full, complete and proper books, records and accounts in accordance with generally accepted accounting practices in its normal course relating to and setting forth the Gross Revenues, both for cash and on credit, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space, which shall at a minimum include cash register printout generated by Tenant at the point of sale system, credit card receipts, and all other pertinent original sales records. If applicable, such records shall include:

- (i) cash register printouts, including those from temporary registers,
- (ii) the original records of all mail and telephone orders at and to the Leased Space,
- (iii) original records indicating that merchandise returned by customers was purchased at the Leased Space by the customers,
- (iv) memorandum receipts or other records of merchandise taken out on approval,
- (v) detailed original records of any exclusions or deductions from Gross Revenues,
- (vi) sales tax records, and
- (vii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. Tenant must record at the time of each sale or other transaction, in the presence of the customer, all receipts from the sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers having a cumulative total that must be sealed in a manner approved by the Commissioner and that must possess such other features as required by the Commissioner. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least 3 years after the expiration of each calendar year falling wholly or in part within the Term.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records

relating to Gross Revenues and of inventories of merchandise at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 3 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant, cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

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

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 Revenue Control. Upon the request of the Commissioner Tenant must make available monthly sales data for each Retail Space ("**Point of Sale Data**"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold. At such time, if any, as computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner or its designated representative deems it necessary or desirable to install such a system, then Tenant must upon request and at its own expense, install such a POS system in the Retail Space or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS Systems. Any such system later installed by Tenant must be compatible with any POS System installed or reasonably contemplated to be installed by the Commissioner in the Terminals or elsewhere in the Airport generally, and Tenant must permit the Commissioner to connect the Commissioner's POS System to Tenant's POS System using fiber optic cable or otherwise.

7.7 Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, as security for non-payment of any Rent due.

7.8 Camera Installation. Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be

determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

8.1 Insurance. Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 8 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.2 Indemnification.

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

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

C. At the City Corporation Counsel's option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

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

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or

during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

- (i) Tenant must provide the City no later than the Effective Date an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal \$21,975 the first and second Lease Year and in each Lease Year thereafter be 50% of an amount equal to the License Fee Tenant is required to have paid the City for the immediately preceding Lease Year, excluding any Additional Rent. The Letter of Credit must be in the form set forth in Exhibit 7 or as otherwise approved by the Corporation Counsel.
- (ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Corporation Counsel has been furnished to the Corporation Counsel at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.
- (iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default.
- (iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the

Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following written notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.

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

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

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

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following A. through N. constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this

Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

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

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

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

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may

presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

- (i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or
- (ii) fails to pay its debts generally as they mature; or
- (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or
- (iv) makes a general assignment for the benefit of creditors, or
- (v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or
- (vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

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

L. Tenant is dissolved.

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

N. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 Remedies.

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner

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

B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time after that elect to terminate this Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or

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convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

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

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

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

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

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 Commissioner's Right to Perform Tenant's Obligations.

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

regulations.

- B. The Commissioner, in making any payment that Tenant has failed to pay:
 - (i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;
 - (ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and
 - (iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

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

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

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

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect

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

C. All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 Warranties and Representations. In connection with the execution of this Agreement, Tenant warrants and represents statements A. through K. below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all contracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must also include provisions in its Subcontract insuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of

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its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois; Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the City, if required by applicable law.

C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

- (i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any Lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or
- (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse affect on the operations, properties, business or finances of Tenant.

E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code or as may be permitted by law.

G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or

federal law, rule or regulation, or when person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant must hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

I. Neither Tenant nor any Affiliate of Tenant, nor any subtenant or affiliate of subtenant, is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors; or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

- (i) have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;
- (v) are not delinquent in the payment of any taxes due to the City; and
- (vi) will not at any time during the Term have any interest or acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement.

- (vii) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the services to be performed;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance; the compensation provisions of this Agreement; or
- (v) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

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

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

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which are attached to this Agreement as Exhibit 10. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) attached as Exhibit 10 remains accurate, or revised and accurate EDS(s) if the information contained in the attached EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders

the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

10.3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

10.4 Confidentiality. Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must promptly give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

10.5 Subcontracts and Assignments.

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

- (i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the

Commissioner. Consent by the City to any Transfer does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Transfer.

- (ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant (or if Tenant is a joint venture or other entity comprised of other entities, then of any of the entities comprising Tenant), whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "**Change in Ownership**"), is subject to the consent of:
 - a. City Council if the Change in Ownership involves a 100% Change in Ownership of Tenant (or if Tenant is a joint venture or other entity comprised of other entities, 100% ownership of any of the entities comprising Tenant), or
 - b. the Commissioner if the Change in Ownership involves less than a 100% Change in Ownership of Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of less than 100% of any of the entities comprising Tenant), in the sole discretion of the City Council or the Commissioner, as applicable.

Consent by the City to any such Change in Ownership does not relieve Tenant from obtaining further consent from the City for any subsequent Change in Ownership of any nature.

- (iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.
- (iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if

Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

- (v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.
- (vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.
- (vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole and absolute

discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement.

- (viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.
- (ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.

C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.

- D. Assignment of Subleases, Sublicenses and Subcontracts.
 - (i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:
 - a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
 - b. in the event of the issuance and execution of a dispossess warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
 - c. if an Event of Default exists.
 - (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and

causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

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

A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 10 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 of the Municipal Code. Tenant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such

Subcontractor and all of its officers, directors, agents, partners and employees.

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

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

- 7-28-390 Dumping on public way—Violation—Penalty;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements;
- 11-4-1560 Screening requirements; and

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

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

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 05-1):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

5. Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default)

under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Tenant's bid.

7. For purposes of this provision:

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

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

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

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

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

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

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

H. Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

(i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "Copyright Act"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or

other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

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

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

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

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

10.8 Non-Discrimination.

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

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

forth the provisions of this non-discrimination clause.

C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

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

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

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

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

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

10.9 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 9 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default

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

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

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

10.13 Aviation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise

inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If these covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

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

ARTICLE 11 GENERAL CONDITIONS

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

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

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

requires approval by the City Council.

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

11.5 Covenants in Subcontracts. All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

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

11.7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 10, with a courtesy copy (not a required copy) to:

Horwood Marcus J. Berk Chartered
180 N. LaSalle Street; Ste. 3700
Chicago, Illinois 60601
Attn: Kenneth Klassman

RETAIL CONCESSION LEASE AGREEMENT
VOSGES, LTD.

All notices or communications from Tenant to the City must be addressed to:

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

and with a copy to: Deputy Commissioner of Concessions at the same address.

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

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

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

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

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

11.8 Successors and Assigns; No Third Party Beneficiaries. This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents

of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 Subordination.

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

11.10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

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

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

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

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

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Rental, including Additional Rental, have been paid and the amounts of the Rental most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;

D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rental on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

11.15 No Personal Liability. Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

11.16 Limitation of City's Liability. Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits

any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

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

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

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

11.20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner..

[Exhibits follow this page; signature page immediately follows the Table of Contents.]

RETAIL CONCESSION LEASE AGREEMENT
VOSGES, LTD.

EXHIBIT 1
TERM SHEET

EXHIBIT 1

TERM SHEET FOR CONCESSION AGREEMENT ("AGREEMENT")

between

THE CITY OF CHICAGO ("CITY")

and

Vosges, Ltd. d/b/a Vosges Haut-Chocolat

at

CHICAGO O'HARE INTERNATIONAL AIRPORT

1. **Tenant.** Vosges Ltd., an Illinois corporation

2. **Lease Term.**

Initial Term: Begins on the Date that the Agreement is fully executed by both parties and expires on the fifth Anniversary of the Date of Beneficial Occupancy of the Leased Space.

Option Periods: Commissioner may extend the term up to two years.

Holdover: Month to month

3. **Leased Space.** Two locations to be determined by Commissioner with a total of approximately 357 square feet (plus or minus 10 percent) of Leased Space.

The Commissioner may delete portions of the Leased Space upon relocation or upon certain events of default.

4. **Additional Space.** The Commissioner may from time to time make additional space available to Tenant not to exceed 2,000 square feet in the aggregate. Tenant may accept or reject.

5. **Permitted Use.** Tenant will be permitted to use the Leased Space for the sale of packaged chocolate gift items, bottled beverages, high end snack items and for no other purpose. Bottled beverages and snack items not to exceed 20% of selling area.

6. **Rent.**

Tenant will pay the following as rent:

a. **Base Rent:** \$45.00 per square foot of Leased Space for the first Lease year; the amount to escalate at three percent per year for each succeeding year. If storage space is assigned to Tenant, Base Rent will be assessed on the storage space.

b. **License Fee:** (i) OR (ii) below, whichever is greater:

- (i) Percentage Fee: 11 percent of gross revenue.
- (ii) Minimum Annual Guarantee Fee: \$43,950 annually in years one and two. Commencing with the third Lease year and each Lease year after that, Minimum Annual Guarantee Fee is equal to the greater of (A) 85% of the License Fee in the preceding Lease year, or (B) the prior year Minimum Annual Guarantee Fee, but never less than \$43,950.

c. Marketing Fee

Tenant will pay a fee of 0.5 percent of gross revenues as contribution to the marketing fund.

d. Central Distribution; Deliveries

In the event that the City establishes a central distribution facility for concessions at the Airport, the Commissioner may require the Tenant to use such facility for all of Tenant's deliveries to the Airport and to pay a proportionate share of the costs of operating and maintaining such facility and the costs of transporting such deliveries from the facility to Tenant's Leased Space.

7. Security. For the first Lease year, the security is equal to \$21,975. For each succeeding Lease year, the security must be equal to 50% of the total amount of the License Fee paid to the City for the immediately preceding Lease year. The security may be in the form of cash or letter of credit in a form acceptable to the Commissioner.
8. Gross Revenues. The total amount in dollars at the actual sales price of all receipts derived from business conducted from the Leased Space including all mail or telephone sales, all deposits not refunded to purchasers, all orders taken in the Leased Space, receipts from promotions, advertising and income derived from retail display advertising, and any other use of the of the Leased Space. Gross Revenues do not, however, include: any sums collected for and paid out by Tenant for any taxes; the amount of cash or credit refunds, if the original sale was made from the Leased Space and included in Gross Revenues; bona fide transfers of merchandise to or from the Leased Space to any other stores or warehouse of the Tenant; sale of fixtures and store equipment not in the ordinary course of Tenant's business; returns to shippers, suppliers or manufacturers; bulk sales of merchandise not sold to the public and not in the ordinary course of business; insurance proceeds from the settlement of claims for loss or damages of improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance; and such other exclusions as the Commissioner may determine to be usual and customary in the industry.

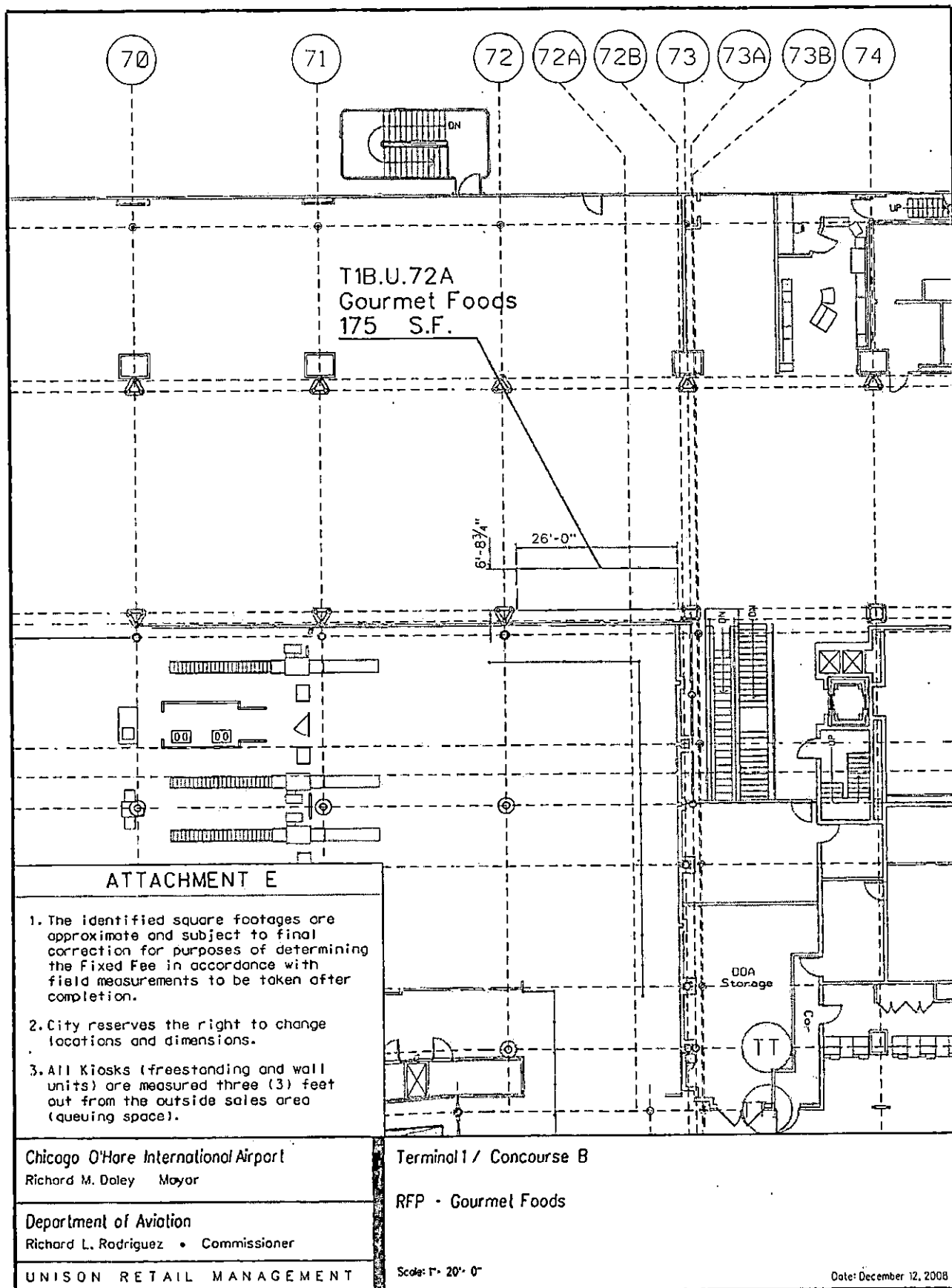
9. **Sublicensing, Assignment or Transfer of Interest.** Tenant must obtain Commissioner approval to sell, assign, convey, pledge, encumber or otherwise transfer all or any part of its rights or interests in or to the Agreement, the Leased space, the term, or otherwise to permit any third party to use the Leased space. Any transaction involving a transfer of all of the ownership interest in Tenant is subject to the approval of the City Council; other transfers of ownership interests in the Tenant are subject to the Commissioner's approval.
10. **ACDBE Participation.** Tenant is City-certified ACDBE.
11. **Capital Investment.** Tenant will invest a minimum of \$200 per square foot for in-line sites (concession space other than kiosks) and \$40,000 per kiosk (non-mobile, freestanding concession space).
12. **Amortization.** For purposes of determining amounts due to Tenant for unamortized costs, Tenant will amortize the reasonable costs (as determined by the Commissioner) of its capital investment in the Leased Space over five years from the Date of Beneficial Occupancy, straight-line basis. If the City takes back any Leased Space and does not offer relocation space (or if the Tenant rejects relocation space that is offered by the City because the location is not comparable in size, visibility and traffic), the Tenant will be entitled to offset, against rent and fees due to the City, its unamortized costs of capital investment (prorated for any partial year) for the Leased Space being taken back. If the offset exceeds amounts due to the City at the expiration or termination of the lease, the City will refund the excess. The City has no obligation to pay Tenant any other amount, including but not limited to lost profits for the unexpired term. Tenant will not be entitled to such an offset, refund or any other amount if the City takes back Leased Space as a remedy for Tenant's default.
13. **City Construction Obligations.** None. City to deliver shell and core "as is" to Tenant.
14. **Utilities.** City to provide heating, ventilation and cooling of terminal common areas. Tenant to maintain utility lines and provide supplemental heating, cooling and exhaust facilities in Leased Space and to bear cost of those utilities.
15. **Pricing.** Tenant will be required to price its merchandise in accordance with standards generally reflective of "value prices" approved by the Commissioner, the nature and comparables of which will be described in the Agreement.
16. **General Conditions.** The Agreement may include provisions typically found in commercial concession agreements or agreements of comparable duration, as well as provisions typically found in concession leases of government-owned property (e.g. City ownership of improvements, the City as additional insured, indemnification of the City). In addition, the Agreement will be subject to compliance with all statutory and policy requirements for conducting operations at the Airport and for documenting compliance

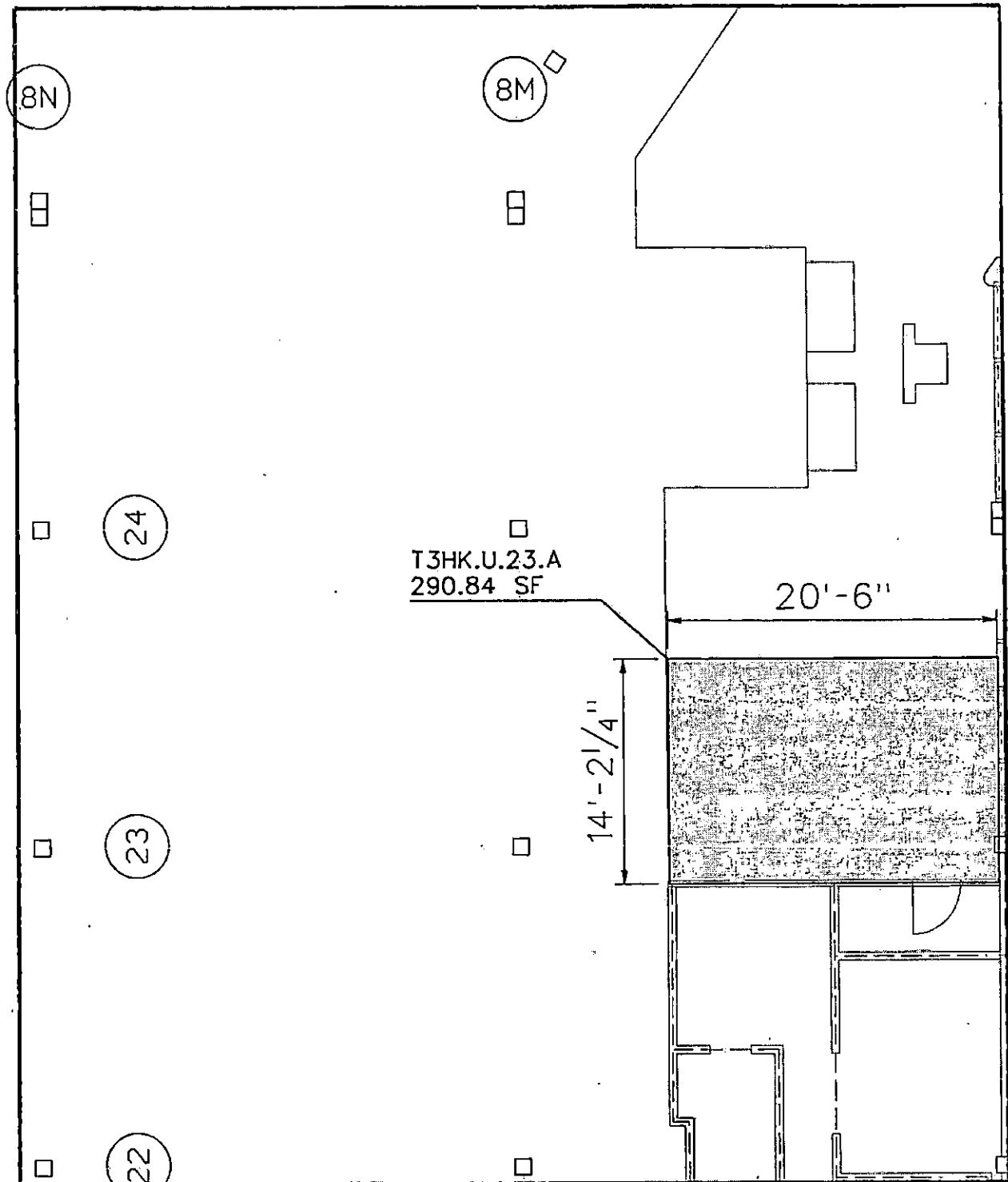
with those requirements.

This term sheet does not constitute a binding agreement between the Tenant and the City; City Council approval of this Term Sheet and a fully executed Agreement are required.

RETAIL CONCESSION LEASE AGREEMENT
VOSGES, LTD.

EXHIBIT 2
LEASED SPACE





Chicago O'Hare International Airport
Richard M. Daley • Mayor

Chicago Department of Aviation
Rosemarie S. Andolino • Commissioner

A R M

VOSGES
Haut Chocolates

T3HK.U.23.A
290.84 SF

Scale: 1" = 8' - 0"



Date: Jun 14, 2010

Created by CAD Services

File Name: 130523.dgn

RETAIL CONCESSION LEASE AGREEMENT
VOSGES, LTD

EXHIBIT 3
IMPROVEMENTS, IMPROVEMENT COSTS, AND COMPLETION DATES

8 Capital Investment and Financing Sources Plan

Please provide estimated capital investment for each location proposed and financing sources. Indicate improvements and furnishings, fixtures and equipment. If Respondent is a partnership, joint venture, or LLP or LLC, indicate the percentage of equity or borrowings that each partner, joint venturer, or LLP or LLC member or manager will provide. Use the following format. Attach additional sheets if necessary.

Location T3.U.8M.B *

Store Name: Vosges Haut-Chocolat

*T1B.U.72A is already built in space so no build out costs would be necessary for this space.

Respondent's Estimated Capital Investment

A. Architectural & Engineering Fees	\$	25,000
B. Improvements	\$	60,000
C. Furnishing, Fixtures and Equipment	\$	175,000
D. Working Capital	\$	75,000
E. Initial Inventory	\$	20,000
F. Other (please specify)	\$	N/A
G. Total Investment	\$	335,000

Financing Sources

A. Debt (by source)	\$	250,000
B. Equity	\$	105,000
C. Total Investment	\$	355,000

RETAIL CONCESSION LEASE AGREEMENT
VOSGES, LTD.

EXHIBIT 4
CITY'S SHELL AND CORE OBLIGATIONS

EXHIBIT 4

CITY'S SHELL AND CORE OBLIGATIONS

The City and the Department of Aviation will deliver the Leased Space to Vosges, Inc. in as is condition.

RETAIL CONCESSION LEASE AGREEMENT
VOSGES, LTD.

EXHIBIT 5
MERCHANDISE AND PRICE LIST

b) Proposed Menu and Merchandising

Chocolate Gift category items range in price from \$2.25 for a single truffle to \$375.00 for items much as the Sensory Collection. See a sample menu below.

Vosges Haut-Chocolat Menu

Truffles

Exotic Collection, \$2.25 per truffle

- Chef Pascal- Kirsch, dark chocolate, dried Michigan cherry*
- Naga- Sweet Indian curry powder, coconut, milk chocolate*
- Woolloomooloo- Australian macadamia nut, coconut, milk chocolate*
- Budapest- Sweet Hungarian paprika, dark chocolate*
- Wink of the Rabbit- Soft caramel, milk chocolate, New Mexican Pecan*
- Oaxaca- Guajillo y pasilla chillies, dark chocolate, pumpkin seeds*
- Ambrosia- Macadamia nuts, Cointreau, white chocolate*
- Black Pearl- Ginger, wasabi, dark chocolate, black sesame seeds*
- Viola- Milk chocolate, candied violet flower*
- Gianduia- Crunchy hazelnut praline, milk chocolate, praline bits*
- Absinthe- Chinese star anise, fennel, pastis, dark chocolate, cocoa powder*

Collezione Italiana \$2.50 to \$2.75 per truffle

- Balsamico- Twelve year aged balsamic vinegar, dark chocolate, hazelnuts*
- Olio d'Olive- Extra virgin olive oil, white chocolate, dried kalamata Olives*
- Rooster- Taleggio cheese, organic walnuts, Tahitian vanilla bean, bittersweet dark chocolate*
- Sale del Mare- Sicilian sea caramel, milk chocolate, pine nut*
- Polline di Finocchio- Wild Tuscan fennel pollen, dark chocolate*

Aztec Collection \$2.25 per truffle

- Xocatl- Mexican vanilla bean, milk chocolate*
- Réd.Fire- Ancho chili powder, Ceylon cinnamon, Venezuelan dark Chocolate*
- Dulce de Leche- Argentinean dulce de leche, milk chocolate, Costa*

*Rican Cashews**Tlan Nacu- Mexican vanilla bean, Venezuelan dark chocolate*

Truffle Gift Boxes

2 Piece Truffle Gift Box- \$5.25

4 piece Truffle Gift Box- \$10.50

9 Piece Truffle Gift Box- \$27

16 Piece Truffle Gift Box- \$40

32 Piece Truffle Gift Box- \$75

Exotic Drinking Chocolates Gift Boxes (Descriptions see above)

Aztec Elixir 8 oz gift box- \$15

Parisienne 8 oz gift box- \$15

Blanca 8 oz gift box- \$17

Caramel Toffee- *Toffee, Pink Himalayan salt, deep milk chocolate, organic walnuts and pecans*
¼ pound- \$10

½ pound- \$20

1 pound- \$33

Organic Peanut Butter Bonbons- *Organic peanut butter, pink Himalayan salt, Maldon salt, deep milk chocolate*

4 piece gift box- \$10

9 piece gift box- \$27

Caramel Marshmallow gift box- *Bapchi's Caramel Toffee crumbles, Madagascar bourbon vanilla marshmallows, sweet caramel, French Guerande grey sea salt, dark chocolate*
9 piece gift box- \$27

Brownies- \$4.75

Arriba Nib Brownie- *Ecuadorian Arriba cocoa nibs, dark chocolate*Red Fire Brownie- *Ancho + guajillo chili peppers, cocoa nibs, dark chocolate*

Cookies- \$5.50

Naga- *Sweet Indian curry, fresh coconut, pumpkin puree, Woolloomooloo milk chocolate chips*Caramel Toffee- *Bits of our Bapchi's Caramel Toffee*Blanca- *White chocolate, lavender flowers, Australian lemon myrtle*Costa Rican Chocolate Chip- *Single origin Costa Rican dark chocolate chips*Organic Wink of the Rabbit Pecan Caramels- *Sugar, cream, butter and pecans*

4 piece- \$10.50

18 piece- \$29

Travel the world through Chocolate Caramels- *Indigenous herbs, spices, roots, liqueurs and flowers from around the world float within 18 butter soft caramel bites, enrobed in dark or milk chocolate.*

18 piece gift box- \$37

Candy Bars- \$7.50 per bar.

Mo's Bacon Bar- 45% cacao applewood smoked bacon + alder wood smoked salt + deep milk chocolate

Sugar-free Red Fire- 62% cacao Mexican ancho & chipotle chillies + Ceylon cinnamon + dark chocolate

Red Fire- 55% cacao Mexican ancho & chipotle chillies + Ceylon cinnamon + dark chocolate

Black Pearl- 55% cacao ginger + wasabi + black sesame seeds + dark chocolate

Giandua- 55% cacao almonds + caramelized hazelnut paste + deep milk chocolate

Naga- 45% cacao sweet Indian curry + coconut + deep milk chocolate

Matcha- 45% cacao Japanese matcha green tea + deep milk chocolate

Goji- 45% cacao goji berries + pink Himalayan salt + deep milk chocolate

D'Olive- 33% cocoa cocoa butter dried kalamata olives + Venezuelan white chocolate

Calindia- 65% cacao Indian green cardamom + organic California walnuts + dried plums + Venezuelan dark chocolate

Barcelona- 45% cacao hickory smoked almonds + grey sea salt + deep milk chocolate

Creole- 70% cacao New Orleans style chicory coffee + cocoa nibs + Sao Thome bittersweet chocolate

Oaxaca 75% cacao guajillo & pasilla chillies + Tanzanian bittersweet chocolate

Woolloomooloo 45% cacao roasted & salted macadamia nuts + hemp seeds + deep milk chocolate

*Six organic candy bars

Mini Bars- \$2.25 per bar

Flavors include Red Fire, Black Pearl, Giandua, Naga, Creole, Oaxaca,

Barcelona, Woolloomooloo, and Macha (See above list for ingredient details)

Water in PLA (cornstarch plastic)-\$4.00

Potato Chips- \$4.00

Organic cheese and chocolate sandwiches- \$8

Vosges Haut-Chocolat Tee Shirts- \$45

Objects of Art- Internationally sourced, price range from \$20 to \$200

Buddha heads, Tibetan prayer wheel, Indonesian Puppets, Oaxacan "Day of the Dead" figures

c) visual presentation

The store would look something like the below but with more embellishment due to the longer term lease.



d) Hours of operation will be from 8 am to 9pm 365 days a year.

e) Presentation of Chicago concepts, themes and products are well represented in the attached catalog. As Vosges Haut-Chocolat is made in Chicago we will highly promote this as we do at our current O'Hare location. Lovely signage states "Vosges Haut-Chocolat made in Chicago."

Catalog

RETAIL CONCESSION LEASE AGREEMENT
VCSGES, LTD.

EXHIBIT 6
AIRPORT CONCESSIONS PROGRAM HANDBOOK

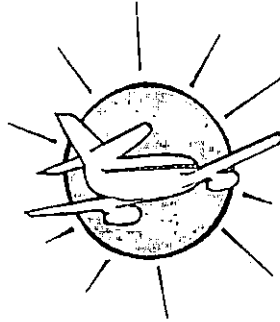
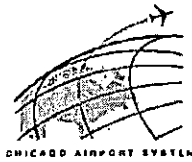


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- I. Reference Material
- II. New Tenant / New Store
- III. Operations
- IV. ID Badging
- V. Security and Safety
- VI. Parking and Transportation
- VII. Appendix
- VIII. Miscellaneous

Chicago Department of Aviation (CDA)



Chicago Department of Aviation (CDA) Location:

Chicago Department of Aviation
O'Hare International Airport
Aviation Administration Building
10510 W. Zemke Road,
Level 2

Chicago, IL 60666

(Use for all common carriers such as Fed Ex)

CDA Mailing Address (US mail only):

Chicago Department of Aviation
O'Hare International Airport
P.O. Box 66142
Chicago, IL 60666

Jorge Perez, Deputy Commissioner of Concessions

(773) 686-3740 (office)

jorge.perez@cityofchicago.org (email)

UNISON RETAIL MANAGEMENT



Unison Retail Management Physical & Shipping Location:

Unison Retail Management
O'Hare International Airport
Terminal 3 Mezzanine
Above Delta Ticketing
Chicago, IL 60666

(Use for all common carriers such as Fed Ex)

Unison Retail Management Mailing Address (US mail only):

Unison Retail Management
O'Hare International Airport
Terminal 3 Mezzanine
P.O. Box 66142
Chicago, IL 60666

Unison Office Hours:

Monday-Friday
8:30 a.m. - 5:00 p.m.

(773) 894-3900 (main number)

(773) 894-3910 (fax number)

UNISON TEAM:

Diana Miller, General Manager
(773) 894-3905 (office)

[REDACTED]
Diana.miller@cityofchicago.org (email)

Property
Logan Burnett, Property Manager
(773) 894-3903 (office)

[REDACTED]
lburnett@cityofchicago.org (email)

Operations
Dorine Litman, Operations Manager
(773) 894-3908 (office)

[REDACTED]
dorine.litman@cityofchicago.org (email)

Design & Construction
Victor Franco, Tenant Coordinator
(773) 894-3380 (office)

[REDACTED]
vfranco@cityofchicago.org (email)

Accounting
Yolanda Woodruff, Accountant
(773) 894-5463 (office)

ywoodruff@cityofchicago.org (email)

Administrative
DaVerne Fenn, Administrative Assistant
(773) 894-3902 (office)

daverne.fenn@cityofchicago.org (email)

Teresa McArthur
(773) 894-5433 (office)

teresa.mcarthur@cityofchicago.org (email)

UNISON RETAIL MANAGEMENT

O'Hare New Employee Open Book Quiz

This open book quiz is a great way to learn to utilize this handbook and to help a new employee learn more about our great airport. The answers are at the end of the Reference Materials section.

1. How does one get to International Terminal 5 from Terminal 1?
2. What is the phone number for the Police/Security?
3. What airlines are in Terminal 3?
4. What number would you call for an electrical emergency on a Saturday (following calling your store manager)?
5. What are the Admiral's Club and the Red Carpet Club and where are they located?
6. What is the number for the Customer Service Hotline?
7. Where does a passenger go to retrieve United Express baggage?
8. From where do American's international flights leave?
9. Where do American's international flights land?
10. Where is the CTA? How much is the CTA?
11. Which hotel is attached to the airport?
12. Where are the information booths?
13. Where is the Bus/Shuttle Center?
14. How much is a luggage cart?
15. Where are the rental car counters?

16. From where would a hotel courtesy bus pick up a passenger?

17. What is Delta Airlines' reservation phone number?

18. From what terminal does Lufthansa depart?

19. Where is the Medical Center?

EXTRA CREDIT?

1. Who departs from the Bus/Shuttle Center?

2. What was the original name of O'Hare Airport (Hint: ORD is derived from this name)?

The answers to this quiz are at the end of the Reference Materials section.

O'HARE MERCHANT REFERENCE PHONE DIRECTORY

EMERGENCY 894-9111

Call in the event of any emergency at the Airport or to report a crime. 911 would forward all calls to this on-site number.

Note: All phone numbers are area code (773) unless otherwise noted.

Fire 894-9111

Ambulance 894-9111

Hazardous Materials 894-9111
Fumes, chemical spills, etc.

O'Hare Police 686-2385
Call for all non-emergency assistance including to report lost & found, theft, robbery, suspicious activity, homeless, non-badged employees, or general information.

Police CAPS Program 686-8944
Use this number to reach your "neighborhood" beat officer to report suspicious activity or to meet with an officer regarding concerns.

Crimestoppers 800-422-3489
Employees may use this tip line to alert the police to suspicious activity by other employees within or outside of your company. You may leave your name for a possible reward, or leave an anonymous tip.

Concessions-Management Company
Unison Retail Management. As a merchant at O'Hare, Unison is your first contact for any problems or questions. You may also utilize the pager or home numbers of the operations staff listed at the front of this guide.

Office - 894-3900 Fax - 894-3910

General O'Hare Information 686-2200
Operators are on duty to provide answers to general questions that arise.

Customer and Employee Service Hotline
800-832-6352
Call from any location to report customer service issues.

Utilities (H&R) 686-2248

Call for any emergency issue outside of your control related to electrical, plumbing, etc. This serves as a clearinghouse and is staffed on weekends and after hours. Use this number to report any safety problems – especially after hours.

ID Badging 686-6487
Typically retailers should call Unison before reporting any problems to the ID Badging Office.

Security Access 894-5367
Call if your green badge is not working at a swipe pad for which you are approved. Press the intercom at the door or call the above number.

Maintenance/Janitorial 686-2222
Call to report any janitorial problem outside your space (i.e. large spill in terminal, dirty washroom, etc.) during regular business hours. After hours, call H&R above.

Locksmiths
The airport does not provide this service. The following are familiar with O'Hare. You are welcome to call your own.

Anderson Lock 847/296-1157

Goldilocks 708/453-1075

CUSTOMER SERVICE REFERENCE GUIDE

Listed below are a variety of services that are available to passengers and employees at O'Hare International Airport. Please be certain you are familiar with these services and utilize this guide when presented with a question. If you are unsure of the answer, refer to the Information Booth numbers on page 5.

O'Hare Customer Service Hotline

(800) 832-6352

Please direct employees or customers to this hotline with complaints, compliments or to leave a message that will reach the senior staff of the Department of Aviation. Typically, O'Hare operators or voice mail will answer this line, but all messages do receive a response and are forwarded to the appropriate party for resolution.

Airline Club Rooms

Airline club rooms are located in the terminals. Call for hours of operation. International airline club rooms are in Terminal 5. Domestic locations are as follows:

Air Canada

Shares with United in the F4 club. See below.

American Airlines – Admirals Clubs

T3 between H/K – 686-4097

Near gate G7 – 894-8118

Continental Airlines

Shares with Northwest near gate E4
985-0009

Delta Airlines

Crown Room - T3 near gate L2
686-8627

Northwest Airlines

World Club - T2 near gate E4
686-5555

United Airlines – Red Carpet Clubs

T1 near gate B7 - 601-3283
T1 near gate B22 - 601-3070
T1 near gate C16 - 601-3583
T2 near gate F4 – 601-1953

Airport Transit System (ATS)

The ATS is a FREE light-rail, intra-airport transit system with 24-hour-a-day service between Terminal 1, 2, 3 and 5 and long-term parking lot E. The ATS boards near the ticket counter (upper/main level) of each terminal. Large, green vertical banners identify it. Customer suggestion line (773) 462-0400.

Automated External Defibrillators (AED)

The Chicago Airport System has installed the first public access defibrillator program in the world, entitled the Chicago HeartSave program. AED is a small, portable, user-friendly device that analyzes the heart rhythm and, if necessary, delivers a shock to restore an effective heartbeat. The AEDs are strategically placed within a one-minute walk from any point. They are housed in cabinets that are directly linked to the City's emergency medical services. By opening a cabinet, the airport's emergency communication centers are notified and the Chicago Fire, Police and Security departments are immediately dispatched.

Automated Teller Machines

ATMs are located throughout the airport. Locations are as follows:

Terminal 1:

Concourse B near the UAL Customer Service Center and ticketing area.
Concourse C near the UAL Customer Service Center.

Terminal 2:

Terminal Building – through the security checkpoint to the right, near Johnny Rockets.
E/F Apex area
Lower Level – Baggage Claim

CUSTOMER SERVICE REFERENCE GUIDE- CONT'D

Rotunda:

At the intersection of Concourse G, under the stairway.

Terminal 3:

Outside H/K main security check-point, near monitors. In the Terminal Building past security - pass through security and turn to your right - across from Chili's.

Concourse H across from the food court and Concourse L.

Terminal 5:

Upper Level - near restrooms, outside the food court.

Lower Level - next to the foreign currency exchange, near McDonald's.

ATMs are open 24 hours a day. If a customer loses a banking card, he/she should call his/her own bank to report it lost.

Baggage Claim

As a general rule, baggage claim is located in the lower level of the same terminal into which the passenger landed. This is sometimes confusing. American Eagle baggage is sent to T3, although G Concourse may appear to be in T2. There is one exception: United and United Express baggage from passengers landing in T2 goes to T1. This is so that the bags can be serviced by the parent airline. To search for lost luggage, consult the specific airline baggage office in the lower level.

Banking

Seaway Bank has a full service bank in the east end of Terminal 2. Services include individual and commercial checking and savings accounts, direct deposits, traveler's checks, and payroll check cashing (Airport employees only).

Bus/Shuttle Center

The Bus/Shuttle Center is on the ground floor of the main parking garage across from the Hilton. Five types of vehicles pick up at this location:

1. Regional buses;
2. PACE buses;
3. Hotel courtesy shuttles;
4. Off-site parking; and
5. Off-site rental car shuttles.

Passengers should follow the red and blue signs through the pedestrian tunnel to the Bus/Shuttle Center. On-site rental car shuttles (Avis, Alamo, Dollar, Enterprise, Hertz, Budget, National, and Thrifty) pick up their customers on the inner-core roadways. Hotel shuttles for which customers pay (Airport Express) also pick up on the inner-core roadway.

Business Centers

There is a business center in the Hilton. In addition, some airline clubs also offer service to members.

Chapel (Inter-denominational)

The chapel is located in the mezzanine level of Terminal 2. It is open 24 hours, with a chaplain available for emergencies. Call (773) 686-2636 for service schedules.

Chicago Police Department

See Police Department.

Chicago Transit Authority (CTA)

The CTA Blue Line operates 24 hours a day from O'Hare to downtown. The basic fare is \$2.00/person, second ride with the purchase of transfer \$.25, the third ride is free (with misc. special rates). The station is located in the pedestrian tunnel below Terminal 2. Access by taking escalators/elevators down from baggage claim in Terminals 1, 2, and 3 and follow the signs for "Trains to the City". O'Hare to downtown is approximately a 40-45 minute ride. For schedules or other information, call (773) 836-7000.

CUSTOMER SERVICE REFERENCE GUIDE – CONT'D

Clear Channel 312/475-3500

Clear Channel holds the advertising contract with the City. Use this number to inquire about costs of advertising, and to report problems with the advertising signage located throughout the Airport.

CNN 847/875-3686 or 847/878-5024

The televisions in the hold rooms and on the Flight Information Display (FID) boards are operated by Cal Communications. To report problems with the screens you may contact either of above numbers.

Crimestoppers 800-422-3489

The Chicago Police Department operates this program, which allows employees to report concerns regarding other airport employees on an anonymous basis. Rewards are offered for tips that lead to an arrest.

Currency Exchange

There is a currency exchange in the lower level of the Hilton but none in the airport. It is open from 8:30-5:00 Monday through Friday. The currency exchange offers check cashing, sells CTA transit and token cards, money orders and other services. (773) 686-0180. This is not a foreign currency exchange.

Disabled Passenger Pick Up/Drop Off

Inform the airlines at the time reservations are made of the need for this service. Air Serve provides this service for United Airlines in T1 and T2. To reach Air Serve directly, call the general information number at (773) 601-3711. Service for the airlines in T2 is available at the curb at the front of the terminal and is provided by the individual airlines. In Terminals 3 and 5, Prospect Airport Services is the service provider and can be reached at (773) 686-7561 for general information. If a passenger has questions, refer him or her to a ticket counter.

Duty Free Shops

Duty Free shops sell tax-free merchandise to international boarding passengers only. Purchases are made in shop and delivered to the passenger's gate just prior to boarding. Domestic terminal shops are located in Terminal 1, Concourse B near the escalator to Concourse C; In Concourse C near gate C18; in Terminal 3 near gate K7. A kiosk is located in Terminal 2 near gate E1 (Air Canada). Duty free shops are open 1-2 hours prior to international flights. In the International Terminal the main duty free shop is located just prior to the security checkpoint.

Foreign Currency Exchange

Exchange counters are in Terminal 3, near gate K11 and in Terminal 5, lower level by McDonald's and on the upper level beyond departures security. Both are open 9am-8 pm. Seaway Bank in Terminal 2 also offers exchange services. Mobile carts are sometimes available at international gates in Terminals 1, 2 and 3. Call (773) 686-7965.

Ground Transportation

Ground transportation via taxi or pre-arranged service is accessed via the lower level by baggage claim. Taxicabs, on-airport rental cars and Airport Express are in the first lane. Limousines and pre-arranged suburban cabs are in the center lane. Information boards are posted in the lower levels for local hotel shuttle buses and limousine services. Information booth personnel have phone numbers and service zones for all transportation companies.

CUSTOMER SERVICE REFERENCE GUIDE – CONT'D

The Bus/Shuttle Center (see above) services all regional buses, PACE buses, hotel courtesy shuttles, off-site parking shuttles, and off-site rental car shuttles. Information is listed across from Door C. Phone numbers and service zones are listed for all companies.

Health Club and Tanning Salon

The O'Hare Hilton (attached to the airport at T2 near the CTA Passenger Tunnel), operates a high-quality health club facility. Its features include new Nautilus equipment, steam room, sauna, full service locker rooms, free weights, 220 watt Sun Capsule tanning beds, and a 15' x 40' lap pool. Licensed therapists offer massage therapy. The fees for the pool, workout room, sauna, whirlpool, and aerobics are \$10 per day for Hilton customers and non-customers, and \$8 per day for airport employees.

The Club's hours are 4:30am to 11pm Monday through Friday, and 6am to 10pm Saturday and Sunday. For more information call (773) 601-1723. Fees are subject to change.

Hotel

The O'Hare Hilton is attached to the airport via the pedestrian tunnel below Terminal 2 or across the roadway from Terminal 2. Call (773) 686-8000 for reservations or information.

Hotel Courtesy Buses

See Bus/Shuttle Center.

Homeless Issues

Located in the CTA Passenger Tunnel, O'Hare Outreach is an on-site advocate for the homeless. Call (773) 686-6480 for information.

Information Centers

Visitor information centers are in the baggage claim levels of Terminals 1, 2 and 3, and on the upper level of T5. Booths are staffed during a large percentage of airport operating hours. Many information representatives are multi-lingual. Information regarding the Airport and the Chicagoland area is available along

with maps and brochures. Retailers should also feel free to call these lines for information.

Terminal 1
(773) 894-7045

Terminal 2
No number available

Terminal 3
(773) 894-7047

Terminal 5 upper level
(773) 894-2008

Terminal 5 lower level
773-894-2185

International Terminal

International Terminal 5 serves many international departures and all international arrivals/customs. Terminal 5 is accessed by the ATS light rail service. One may not walk from the domestic to the international terminal. The departures area offers a food court, which includes Lou Mitchell's, Gold Coast Dogs, Pizzeria Uno, McDonald's and Parades Sports Bar. There is also a news/gifts shop, duty free shop and a gift shop in the departures area. On the lower level arrivals, the international terminal offers McDonald's, Seaway Bank (foreign currency exchange), a yogurt and snack shop, a news/gifts stand and a sports bar.

The designated rendezvous spot is in arrivals of the International Terminal. The terminal is served by parking lot D. For International Terminal information, call (773) 894-2185 or (773) 894-2008.

CUSTOMER SERVICE REFERENCE GUIDE – CONT'D

Limousine Service

Limousines pick up on the lower level of each terminal at the arrivals area. Phone numbers for reserving a limousine are listed on the pre-arranged ride board in the middle of each arrivals area.

Lost and Found

For lost and found, call the Police at (773) 686-2385. If a passenger left an item on the plane or in a gate area, call the specific airline (phone numbers listed later in Airline Phone Directory).

Luggage Carts

Passengers may rent Smarte Carte luggage carts for \$2.00 in all domestic terminals. These are not to be used by retail employees for deliveries.

Medical Center

The University of Illinois at Chicago (UIC) Medical Center is located in the east end of Terminal 2. It is open from 7:00am until 7:00pm weekdays and 9:00am to 5:00pm weekends and holidays. The UIC Medical Center is staffed by emergency physicians and occupational medicine physicians, and provides emergency and occupational care to O'Hare Airport. Other services offered are X-ray services, diabetes screening, EKG testing, immunizations, employee physical exams, and drug and alcohol screening. For more information or to schedule an appointment call (773) 894-5100.

Medical Emergencies

Paramedics are dispatched to handle medical emergencies. If your employee or a passenger is in distress, call (773) 894-9111 for an ambulance. If the patient refuses to leave in an ambulance but still appears to need care, the University of Illinois-Chicago operates a medical center in Terminal 2. See above.

Parking

Passenger parking is charged by the hour, the first 10 minute at no charge. Range is from 1-24 hours. Short-term parking rates in Lots A, B or C range from \$2-\$30; D Lot (international) ranges from \$2-\$50. Long-term parking rates in Lots E, F and G range from \$2-\$16. Level 1 Garage rates range from \$2-\$50. Rates are subject to change.

Parking – Valet Service

Passenger valet parking is available. Valet parkers enter the main parking garage on level 1 and choose to park either near Terminal 1(United) or Terminal 3 (American). Rates are \$10 for the first hour and \$45 per day. The parking garage offers a variety of complimentary services to assist people in need. If someone in the garage needs assistance, push the red button at the Elevator Center, or call Customer Service at (773) 686-2853 or (773) 686-7530.

Police Department

Call (773) 894-9111 for emergencies, or (773) 686-2385 for non-emergencies. The CAPS program can be reached at 686-8944. Officers are stationed at information kiosks, which are located in each terminal. (See Security/Safety).

Regional Bus Service

See section on Regional Transportation later in the manual for bus information. Regional bus service booths are located in the Bus/Shuttle Center (See Bus/Shuttle Center earlier in this section).

CUSTOMER SERVICE REFERENCE GUIDE – CONT'D

Rental Cars

The counters for Alamo, Avis, Budget, Dollar, Enterprise, Hertz, National, and Thrifty are located in the lower level baggage claim of every domestic terminal. These companies pick up customers on the outer roadway of the lower level. Other rental agencies run off-site services. Shuttle buses for off-site rental agencies pick up at the Bus/Shuttle Center. In T5, proceed to the rental car bus zone (door 5B). There are no counters in T5.

Taxi Cab Service

Taxis are available on the lower level roadway of each terminal. Follow the signs to the taxicab booth and a Ground Transportation Monitor will assist the traveler and answer any questions they may have regarding fares, directions, etc. An average fare from O'Hare to downtown Chicago should be \$30-35. Share-A-Ride service is offered to downtown Chicago for a flat rate of \$19 per person. Customers must pre-arrange for suburban cab company services.

Teletext Phones

Teletext (TT) Phones for the hearing impaired are in each building and on every concourse. They are also adjacent to the airport information booths in the three domestic terminals (lower level) and the international terminal (T5) outside of the Customs area. TT Phones are available 24 hours a day. All calls within the (773) area code are coin operated. For calls outside the (773) area code, please contact the TT operator.

Transportation

See Ground Transportation.

Travelers Aid

Located in the Terminal 2 Building across from the Children's Museum. Travelers Aid provides information, directions and special assistance to travelers. Hours are 8:30am – 9:00pm, Monday through Friday and 10:00am – 9:00pm on Saturdays and Sundays. For information or to arrange after hours assistance, call (773) 894-2427. Travelers Aid also has a kiosk located landside in the lower level of Terminal 2, manned with volunteer staff when available. When unmanned, a phone number is available for the main office.

UIC Medical Center at O'Hare

See Medical Center.

USO

The USO offers a variety of services including free refreshments, information and referrals for ACTIVE MILITARY PERSONNEL and their dependents. It is located in Terminal 2 outside security on the mezzanine level above the ticket counters. Hours are Sunday through Friday 9:00am-11:00pm and Saturday 9:00am-5:00pm. Discounts are offered to military personnel in some concession locations. Information is available in the USO. Call (773) 686-7396.

Wheelchair Assistance

See Disabled Passenger Pick Up/Drop Off on page 4.

O'HARE MERCHANT REFERENCE GUIDE

All numbers listed have 773 area codes unless otherwise indicated.

GENERAL INFORMATION

General O'Hare Information	686-2200
Unison Retail Management (Concessions Managers – Domestic Terminals)	894-3900
Customer Service	800/832-6352
Medical Emergency Hotline	894-9111
Chicago Aviation Partners (T5 Concessions)	894-9595
Chicago Police Department	
CAPS Program	686-8944
Tactical Team	686-4800
Lost & Found	
Chicago Police <i>(In public areas of the terminal)</i>	686-2385
TSA <i>(At security checkpoints)</i>	377-1210
OATS <i>(On the Airport Transit System)</i>	601-1817
Standard Parking <i>(In the parking facilities)</i>	686-7532
<i>In the food service location</i>	686-6148
<i>Near ticket counters, gate area, on an airplane</i>	<i>call individual airline</i>
After Hours Trades & Maintenance (H & R)	686-2248
Media Inquiries <i>(Refer all inquiries to DOA)</i>	686-3700
Promotions	686-3555
Real Estate	686-3726

CUSTOMER SERVICE

Customer Service	800/832-6352
Auto Pound	694-0990
Chapel	686-2636
CTA Info	888/968-7282
Currency Exchange	686-0180
Foreign Currency	
Terminal 2	462-9966
Terminal 3	462-9976
Terminal 5	462-9971
Ground Transportation	686-8040
Hilton Hotel	686-8000
Lost Luggage	<i>call individual airline</i>
Metra	312/322-6777

Medical Center		894-5100
O'Hare Communication Center		894-5000
Operators		686-2200
Pace		847/364-7223
Paging Service		686-2200
Smarte Carte		800/328-9006
Seaway Bank	Terminal 2	462-9966
	Terminal 5	462-9973
Standard Parking		686-7530
Traveler's Aid	Terminal 2	894-2427
TTY		601-8333
USO	Terminal 2	686-7396
U.S. Customs		894-2900

SHOPS

Barbara's Bookstore	B Store	686-1099
	C Store	462-9012
	E Store	686-0846
	H/K Apex	462-9122
	T3 Store	686-0985
Brookstone	C11 Kiosk	601-8191
	F4 Store	462-0182
	T3 Store	462-9201
Chicago News & Gifts	T5 Store	894-7176
Chicago History Museum	T3 Kiosk	601-9272
Field Museum	B Kiosk	462-9465
	T3	462-9466
Harley Davidson	T3	686-4886
Hoypoloi Gallery	B Store	462-0707
Hudson News & Gifts	Main Office	686-7539
InMotion	B Store	462-9454
	T3 Store	462-9456
Landau	H/K Apex	462-0020
	*Hilton Store	462-7085
Liberty Duty Free	T1B	601-8612
	T1C	894-3495
	T2 Kiosk	894-3482
	T3 Store	686-9503
Mindworks	T5 Store	894-7223
Mont Blanc	B7 Store	462-9000
	H4 Store	686-3100

SHOPS – con't.

Oakley	T1 Store	686-9330
	T3 Kiosk	462-9115
Spirit of the Red Horse	C Kiosk	686-1820
Sunglass Hut	B9 Kiosk	686-9314
	C19	462-9706
	F Store	686-9121
	H/K Passthrough	462-9895
Talie	T3 Kiosk	686-4944
World Duty Free Americas	T5 Store	894-3580
	T5-East Store	894-3567
	T5-East Kiosk	686-0726
	T5-West Cart	686-0132

FOOD and BEVERAGE

Argo Tea Café	T3	663-4175
Auntie Anne's Pretzels	T2	894-4616
	T1C	894-7602
BJ's Market & Bakery	K15	686-6920
Berghoff Café	C26 Restaurant	601-9180
Billy Goat's Tavern	C Food Court	462-9370
Burrito Beach /B Smooth	H/K Food Court	462-0190
Café Zoots	C Food Court	686-2743
Ciao Gourmet Market	T1 – Lower Level	
Chili's Bar & Bites	B14 Restaurant	686-8492
	G10 Restaurant	696-7702
	F4 Restaurant	686-6126
	T3 West Restaurant	686-6926
Cibo Market	T2	462-9824
	T3	462-9823
Cinnabon	G6 Kiosk	686-8480
	K Food Court	686-6920
	Rotunda	686-6188

FOOD and BEVERAGE – con't.		
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Corner Bakery	C Kiosk	686-7704
	K Food Court	686-6920
Dunkin' Donuts	H/K Food Court	462-1133
Eli's Cheesecake	B10	
Façades Liquor Bar	K15	601-8472
Fox Sports Bar & Grill	E Restaurant	686-6105
	L Restaurant	686-8472
Fresh Market	B9	894-4220
Galileo Bar	B20	
Garrett's Popcorn	T3	686-2080
Gold Coast Dogs	Rotunda	462-9942
	L4	462-7700
	T5 Store	462-0125
Goose Island	C6	N/A
	E18	686-6141
Great American Bagel	B Store	686-1900
	Rotunda	686-1848
	T3 East	686-0663
	H Store	686-0000
Host Marriott Offices	Office	686-6180
Hot Dog Express	E4	686-2746
Jamba Juice	B7	686-5859
Jazz Bar	C Food Court	601-8473
Johnny Rockets	T2	686-6117
La Tapenades Mediterranean Café	B5	686-6154
Lou Mitchell's Deli	T5 Restaurant	601-8989
McDonald's Franchisees		
<i>Cirilo McDonald's</i>	B12 Restaurant	686-1130
	C08 Restaurant	686-1540
	E/F Restaurant	601-9007
	L Restaurant	601-9000
	T5 Upper Level	894-3439
	T5 Lower Level	894-3430

FOOD and BEVERAGE – con't.

McDonald's Franchisees		
<i>Mendez McDonald's</i>	H Restaurant	686-1161
	K Restaurant	686-1176
	H/K Food Court	462-0123
Manchu Wok	C Food Court	686-2713
	Rotunda	686-2714
	H/K Food Court	686-2715
Nuts on Clark	B10 Kiosk	462-9300
	C19	686-0404
	E2	686-0304
	H/K Passthrough	462-9400
O'Brien's Restaurant	H/K Food Court	462-0700
O'Hare Bar & Grill	Rotunda	686-6700
Parades Bar	T5 Upper Level	462-0132
	T5 Lower Level	462-0611
Pizzeria Uno	T5 Restaurant	894-8667
Prairie Tap	H/K Food Court	686-6165
Romanos Macaroni Grill	K3	686-1053
Reggio's Pizza	C Food Court	686-0155
	C22	383-5886
	H/K Food Court	686-0117
Rocky Mountain Chocolate Factory	B14	894-3480
	H5	894-3443
Rush St. Liquor Bar	H14	601-8478
Quiznos	B11	686-8493
	T2	686-6182
Saladworks	C Food Court	686-2711
Skybridge	F8 Restaurant	686-2744
Smoothie King	B6	894-3546
Snack Bar	B18	686-6922
Starbuck's Coffee	B5	
	B9 Deli	686-6120
	B12	686-6175
	T1 - Baggage	686-1333

FOOD and BEVERAGE – con't.

Starbuck's Coffee (con't)	C4	686-8497
	C32 Kiosk	686-8496
	E11 Kiosk	686-6182
	F7 Kiosk	686-6197
	G Lower Level	686-3009
	T3 Lower Level	686-0622
	H5 Deli	686-7701
	H11b Kiosk	686-6179
	H/K Food Court	686-6165
TCBY/Juiceworks	K Food Court	686-6920
	L2 Deli	686-6139
	Rotunda	686-2745
	L3 Store	686-8473
	C6	N/A
	Rotunda	N/A
	T5 Lower Level	894-3437
	B6 Café	686-6154
	K12 Café	686-7934
Wolfgang Puck	T3 Restaurant	686-6134
	B6	894-4613
Vosges Haut-Chocolat	B6	894-4613

SERVICES

Backrub Hub	T3 Kiosk	601-0630
Chapel	T2 Mezzanine	686-2636
Hilton Business Center	T2 Lower Level	601-1743
Illinois Lottery	B10 Kiosk	N/A
	T2 Building	N/A
	T3 Building	N/A
Shoe Hospital	C1	312/922-7518
	C23	
	T-2	
	T-3	
Techshowcase	T2	894-5977

RETAIL CONCESSIONAIRES
O'Hare Hilton Hotel
773-686-8000

Retailers

Clothes Hangar	686-0206
Landau Jewelry	462-7085
ORD International Shop	686-0220
Sports Edition	601-2512

Food

Andiamo	<i>(Call Hilton's general number)</i>
Café Mecatto	686-8000
Gaslight Club	686-0200

Services

Hair Studio	462-7062
O'Hare Dental Group	601-8900
O'Hare Hilton UPS Store & Business Center	601-1743
O'Hare Hilton Health Club	601-1723

AIRLINE DIRECTORY

**Italics denotes airlines with international service that DEPARTS from domestic Terminals 1,2, or 3, but ARRIVES in Terminal 5.*

Terminal 1	Local/Paging	Reservations	Web Site
<i>*Lufthansa</i>	686-5809	800/645-3880	www.lufthansa.com
<i>*United</i>	601-3100	800/241-6522	www.ual.com
Ted	601-3100	800/225-5833	www.flyted.com

Terminal 2	Local/Paging	Reservations	Web Site
<i>*Air Canada</i>	686-3636	888/247-2262	www.aircanada.com
Continental	985-0003	800/525-0280	www.continental.com
ComAir (Delta)	462-7900	800/221-1212	www.delta.com
Delta	462-7900	800/221-1212	www.delta.com
Jet Blue	N/A	800/538-2583	www.jetblue.com
Northwest/KLM	686-5575	800/225-2525	www.nwa.com
United	601-3100	800/241-6522	www.ual.com
United Express	601-3100	800/241-6522	www.ual.com
US Airways	686-7171	800/428-4322	www.usairways.com

Terminal 3	Local/Paging	Reservations	Web Site
Alaska	894-8181	800/252-7522	www.alaskaair.com
<i>*American</i>	686-4477	800/443-7300	www.aa.com
American Eagle	686-4477	800/443-7300	www.aa.com
<i>*Iberia</i>	686-0858	800/772-4642	www.iberia.com
Spirit	462-7396	800/772-7117	www.spiritair.com

AIRLINE DIRECTORY – con't.

Terminal 5	Local/Paging	Reservations	Web Site
Aer Lingus	686-7436	800/474-7424	www.aerlingus.com
AeroMexico	462-9471	800/237-6639	www.aeromexico.com
Air France	686-4531	800/237-2747	www.airfrance.com
Air India	686-1435	800/223-7776	www.airindia.com
Air Jamaica	894-5150	800/523-5585	www.airjamaica.com
Air One	N/A	888-9FLY-AIR1	www.airone.com
Alitalia	686-5930	800/223-5730	www.alitalia.it
All Nippon	N/A	800/235-9262	www.fly-ana.com
Asiana Airlines	N/A	800/227-4262	www.flyasiana.com
Austrian Airlines	N/A	800/843-0002	www.aua.com
Aviacsa	601-8600	800/528-4227	www.aviacsa.com.mx/english
British Airways	894-4005	800/247-9297	www.british-airways.com
BMI British Midland	462-0150	800/788-0555	www.bmbritishmidland.com
Cayman Airways	686-1993	800/422-9626	www.caymanairways.com
Japan Airlines	686-4583	800/525-3663	www.jal.co.jp
KLM Royal Dutch	686-6071	800/374-7747	www.klm.com
Korean Air	686-2730	800/438-5000	www.koreanair.com
LOT Polish	212-789-0970	800/223-0593	www.lot.com
Mexicana	686-6053	800/531-7921	www.mexicana.com
Royal Jordanian	686-6025	800/223-0470	www.rja.com.jo
Scandinavian Air	686-5885	800/221-2350	www.scandinavian.net

AIRLINE DIRECTORY – con't.

Terminal 5	Local/Paging	Reservations	Web Site
SwissAir	686-7330	877/359-7947	www.swissair.com
TACA Airlines	462-9026	800/400-TACA	www.taca.com
Turkish Air	894-7102	800/874-8875	www.turkishairlines.com
USA 3000	686-0388	877/872-3000	www.usa3000airlines.com
Virgin Atlantic	686-1667	800/862-8621	www.virginatlantic.com

**All international flights arrive in Terminal 5, regardless of departure terminal.
The only customs facility is in Terminal 5.*

TRANSPORTATION

Car Rental

All car rental companies below pickup in Terminals 1, 2, 3 and 5. Passengers may take courtesy buses offered by rental companies.

Alamo/National 800/327-9633	Budget Rent-A-Car 800/527-0700	Enterprise 800/867-4595	National 800/227-7368
Avis 800/331-1212	Dollar Rent-A-Car 800/800-4000	Hertz 800/654-3131	

Off-site car rental agencies have information boards in, and courtesy shuttles from, the Bus/Shuttle Center (see page 3).

Airport and Regional Buses *From Bus/Shuttle Center*

Act II Transportation
www.actiitransportation.com

800/769-8891
Quad Cities; Davenport, Iowa; Service
Between O'Hare and Midway Airports

Coach USA/Tri-State/ United Limo
www.coachusa.com
800/248-8747 800/833-5555
Crestwood, Highland, Gary, Merrillville, Portage,
Michigan City, South Bend, Notre Dame,
Mishawaka, IN

Coach USA/Van Galder
www.coachusa.com
800/747-0994
Rockford, IL; Janesville, WI; Madison, WI;
South Beloit, WI

Coach USA/Wisconsin Coach Lines
www.coachusa.com
877/324-7767
Kenosha, Racine, Milwaukee, Waukesha, WI

Express Air Coach

765/743-3120
Service between West Lafayette, IN and O'Hare
Airport

LEX Lincolnland Express

800/223-9313
Kankakee, Rantoul, U of I Union, LEX-Hub
Champaign, Mattoon-Charleston, Decatur,
Springfield, IL

Peoria Charter

800/448-0572
Joliet, Normal, Oakbrook, Peoria, Schaumburg, IL

Airport and Regional Buses***From Airport Lower Level***

Airport Express

www.airportexpress.com

312/454-7800

Service to Chicago, Chicagoland suburbs, to/from O'Hare and Midway Airports.

Omega Airport Shuttle

www.omegashuttle.com

773/483-6634

Midway, Hyde Park, Chicago and South suburbs.

CTA Trains

www.transitchicago.com

312/836-7000

Board in the Pedestrian Tunnel below baggage claim. Pay CTA Fares, \$2.00 bus and \$2.00 rail, with Chicago Card, Chicago Card Plus Transit Cards: 30-Day, 7-Day or Visitor Passes.

NEW TENANT / NEW STORE

New Tenant/New Store Opening Checklist

This checklist is designed to assist you in meeting requirements prior to opening a location at O'Hare International Airport. All items in section one **MUST** be completed prior to store opening. Please review this checklist with *O'Hare Tenant Design & Construction Procedures* manual and the *O'Hare Merchant Handbook* for any conditions specific to your site. Please use this as a working list and refer to it throughout the process.

PRE-OPENING REQUIREMENTS (stores cannot open for business until all items are complete)

Date Complete	Opening Requirements
_____	Building permit received along with a copy of the contractor's Certificate of Insurance submitted to Unison Retail Management.
_____	Final drawings approved and stamped by City of Chicago (if permit is required).
_____	DOA comments/questions answered per approval letter.
_____	Construction requirements of the General Contractor met per Tenant Design & Construction Procedure Manual (see manual for details).
_____	Concession related contractor letter
_____	Schedule submitted to Unison & DOA.
_____	Schedule through with Unison a pre-construction meeting and DOA Users Meeting.
_____	Schedule punch list walk-through of tenant construction.
_____	If kiosk, site has been marked on floor and approved on site by DOA, Unison and airlines.
_____	Phone and data lines have been ordered and are set to be installed prior to opening day.
_____	Local management has attended meeting with Unison to discuss operational procedures.
_____	Delivery plan submitted to Unison
_____	Company has been certified to issue ID badges and significant portion of staff has been badged.
_____	A Certificate of Insurance (per specifications in your license agreement) submitted to Unison and DOA and approval received.
_____	A Letter of Credit (per specifications in your license agreement) submitted to Unison and DOA and approval received.

NEW TENANT / NEW STORE – CONT'D

_____ Your business license applied for and either receipt of payment or actual license copy submitted to Unison. Business license must be posted prominently upon opening.

_____ If your business prepares or handles food, an on-site inspection of the premises must take place prior to opening. The health department approval must be prominently posted.

POST-OPENING REQUIREMENTS

_____ Punch list completed.

_____ As-builts and cost of construction statement submitted to Unison.

_____ General company contact information and Emergency Contact List submitted to Unison.

_____ List of all key suppliers & repair contacts given to local management.

Note: Any future changes to approved exterior design & signage (for in-line stores & kiosks) and visible fixtures (kiosks only) must be submitted and approved by Unison and DOA prior to changes being made.

Any changes to approved product list must also be approved prior to new product additions.

NEW TENANT / NEW STORE – CONT'D

How to apply for a City of Chicago- Business License

1. First, determine if you are a new business or an existing business with the City of Chicago.

If you are a new business you must complete a *Business Information Sheet* (BIS Form) (Appendix) and submit it to the Department of Revenue. Please be prepared to provide information regarding the exact location within the airport at which you are doing business (such as the terminal, gate or concourse) and what your business activity will be. i.e., fast food restaurant, Terminal 1, Gate K13. Information regarding the ownership of your business will be required such as, home address, social security #'s and dates of birth for shareholders of your organization and all of the senior officers. In addition, you will be asked to provide your Illinois Sales Tax and Federal Employer ID numbers, name of organization, file number and date of incorporation.

If you are an existing business and you have other licenses in the City of Chicago at different location(s) under the same organization or you operate as a sole proprietor you must complete a *New Site Information Form* (Appendix) and submit it to the Department of Revenue. You will be asked to describe your new business activity and the exact location within the airport you are doing business.

All forms may be obtained online at www.cityofchicago.org, "City Departments", "Business Affairs and Consumer Protection", "Business Home Page", or in person at City Hall – Department of Revenue, 121 N. LaSalle St. Room 107A Chicago, IL 60602, or call 312-744-4747 to request a form be faxed to you.

- 2. Once you complete the appropriate form, submit it in person to City Hall-Department of Revenue 121 N. LaSalle St. Room 107A Chicago, IL. 60602.**
- 3. The Department of Revenue will determine what license(s) and taxes your business requires and will create a customized application for you.**
Limited Business Licenses are required for retail sales (non-food) i.e., bookstores, gift shops, and accessories. Businesses that prepare and/or handle food require a Retail Food Establishment License. Retail Food Establishments will be asked to provide the square footage of the business location. These two types are the most common, however there are several other types. If you are interested in a Liquor License, please ask to see a Liquor Case Manager for more information.
- 4. Once you complete the application, a senior member of your business must sign it and provide a copy of their ID. i.e., President, Secretary, Owner, Managing Member, General Partner, or Partner of the business. Please have the original application signed. Only original signed applications are accepted.**
- 5. All license applications require a copy of your Airport Lease Agreement.**
The Department of Revenue requires businesses applying for licenses at the airports to submit a copy of the Airport License Agreement. Please go prepared with a copy when going to the Department of Revenue to file your application.
- 6. All license applications require approval from the Department of Zoning.**
The Department of Zoning is required to approve all business license applications. This process may take additional days. You should check with your Department of Revenue Representative to find out if your application has been approved from Zoning.
- 7. File the application.**
As long as you meet the requirements, the application may be filed with the Department of Revenue. Payment will be accepted after your application has been approved by all departments. You will receive a receipt for the payment of the license. All licenses are renewable annually.

8. Retail Food Licenses require an on site health inspection.

Once an application is filed for a Retail Food License, a Health Inspector from the City of Chicago Department of Health will come out to your business within 7-14 days. The license will be mailed to your place of business only after you are approved from the Health Department. Kitchen managers, supervisors or owners of the business must have a valid Foodservice Sanitation Certificate displayed.

*The City of Chicago requires that all foodservice establishments must be under the operational supervision of a person having a Foodservice Sanitation Certificate. The certification requires a three-day training period that covers sanitizing, personal hygiene, prevention of food borne illness, codes and regulations. Please contact the Illinois Restaurant Association at 312/787-4000 for more information.

9. Licenses that do not require an inspection will be mailed the following business day.

If you choose to pick up the License Certificate in person you must make arrangements with your Department of Revenue Representative to do so.

Business License Information:

City of Chicago – Business Affairs and Consumer Protection
121 N. LaSalle St. Room 800
Chicago, IL 60602
312-747-4747
www.cityofchicago.org/Revenue/

City of Chicago- Department of Health
312-747-FOOD
www.cityofchicago.org/Health/

To apply for a Illinois Sales Tax number:
Illinois Department of Revenue
100 W. Randolph St. 7th floor
Chicago, IL 60601
312-814-1578
www.revenue.state.il.us

To apply for a Federal ID # (FEIN)
Feral Taxpayer Service
Federal Building
230 S. Dearborn St. 17th Floor
Chicago, IL 60601
1-800-829-1040

OPERATIONS

In this section:

- Banking
- Breaks/Eating/Drinking at Units
- Business Licenses
- Business Services
- Conference Room
- Customer Complaints
- Delivery Issues
- Dress Codes
- Emergency Evacuation Plan
- Escorting Outside Vendors
- Giving Change
- Health Department
- Hours of Operation
- Housekeeping/Maintenance
- Lost and Found
- Mail/Parcel Services
- Monthly Meetings
- Music
- Operations Reviews
- Pay Phones with E-mail/Internet Access
- Pest Control
- Phone Service
- Signage
- Storage Rooms
- Trash Removal
- Vending Machines

Banking

Seaway Bank has a full service bank in Terminal 2. Services include individual and commercial checking and savings accounts, direct deposits, traveler's checks, and payroll check cashing (Airport employees only).

Breaks/Eating/Drinking at Units

Eating or drinking at the units is not allowed. Not only is it unsightly, but Illinois statutes require that employees who work 7-1/2 hours or longer must be permitted a meal period no later than 5 hours after the start of the work period. Merchants should provide for sufficient relief from duties to allow an employee the required meal breaks. Employees should not be allowed to take their meal breaks at the units, but to relax in another location.

Further, accommodations should be made to give breaks for employees to visit the restroom or to have a few moments off their feet without closing the unit. Remember, the longer an employee works without a

break, the greater the loss in productivity, especially when they are on their feet.

Business Licenses

Every location operating at the airport must have its own business license, visibly posted. The original business license must be obtained before opening the location. It could take up to one month to obtain the license, so your corporate offices need to apply in a time fashion according to construction schedule. Unison must be given a copy of the license before opening. The Departments of Revenue, Health and Aviation make periodic checks to confirm. Fines will be issued for violation.

Conference Room

Unison has a conference room in the mezzanine level of Terminal 3 that is available to merchants at no cost. Information and policies on the conference center are included at the end of this section. Call 773-894-3900 for a reservation.

Customer Complaints

The City operates a Customer Service Hotline. When a call is received, it is documented and given to DOA Concessions or Unison. You will be advised of the complaint and required to respond. If a customer address was left, you are required to follow up IN WRITING to the customer with copies to the DOA and Unison. If no address was left, you are required to follow up in writing to the DOA and Unison as to how the problem was solved. As stated in most license agreements, this follow up must be conducted within 72 hours of your receipt of complaint.

Delivery Issues

Approved Carts

Over the past few years the airport has experienced a great deal of damage to expansion joints and terrazzo from carts. Damage costs to the facility have now reached into the millions. All delivery carts, utility carts and trash collection dumpsters, therefore, must adhere to the following specifications:

- 4" revolving white rubber, non-marking corner bumpers on platforms or base of carts.

- Full encircling rubber bumpers around lower platform base.
- Handles, bag holders or other portion on carts that can cause damage, are to be protected with 3" revolving, white rubber, non-marking bumpers.
- Base of all carts to be of tubular construction.
- 8" X 1.75" Semi-Pneumatic ball bearing wheels

Those found using non-compliant equipment may be barred from future deliveries pending equipment resolution.

In order to prevent passenger injury, merchandise may not be stacked above the shoulder height of the employee moving the cart. The employee must be able to see over the merchandise.

Common Carriers

Many merchants receive their shipments via common carriers such as Federal Express, UPS or DHL. These carriers have authorization to bring shipments directly to your store or storage area. This is the easiest way to receive shipments.

Concessionaire Magnetometers / Delivery Areas

Special private magnetometers are designated for delivery of goods to airside. Should you receive goods on dedicated trucks or from a local vendor, you must use the delivery posts as indicated below. These magnetometers are also used for delivery from landside storage areas to airside units. This information is current as of the publication date noted in the footnote section below and is subject to change.

Everyone using these magnetometers **MUST** have a green badge (which carries special requirements – see the section on Badging in this handbook) with the code for the magnetometer specified. Just because someone has a green badge, does not mean they will have the code to use these magnetometers. No exceptions are made. Checkpoint codes are issued by Unison and the Department of Aviation Concessions Office.

Terminal 1

Terminal 1 deliveries go to Post 7 (attached to Terminal 2):

- Trucks enter the innermost roadway of the lower level (arrivals) by alerting the guard that they have a delivery.

- Drive to Post 7 (just beyond Terminal 1, attached to Terminal 2).
- Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.
- Tenant employees or delivery company employees proceed up the freight elevator to the upper level for screening of goods.

This is a private magnetometer for airport tenants, vendors, maintenance, and others making large deliveries. Passengers are not allowed in the area. Everyone screening goods at this location must have a green O'Hare identification badge as stated above. Your goods will be screened and then you will be allowed onto the airside of Terminal 2. Proceed to your store or storage location.

Terminal 2

Delivery procedures are the same as above. However, if you have a storage space in the lower level of Terminal 2, proceed down the freight elevator instead of up for screening. Storage spaces in Terminal 2 are not airside and goods need not be screened before being taken to your storage area. Screening will take place when product is moved from the storage area to the airside units.

Terminal 3

All goods for Terminal 3 follow a slightly confusing path:

- Trucks enter the innermost roadway of the lower level (arrivals) by alerting the guard that they have a delivery.
- Drive to Post 10 (at the far end of the airport, at the end of Terminal 3).
- Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.
- Once delivered inside, the goods must be walked through baggage claim to the opposite end of the building to Post 9 (a closed checkpoint to most tenants). As with the Post 7, this is a private magnetometer for internal use only.
- See note above on badging requirements for this check point.

- If you have a storage space in the lower level of Terminal 3, proceed down without security review.
- If you are making a normal delivery to the store, proceed up the freight elevator to the private security checkpoint.
- Goods are screened at this location (much as at Post 7 detailed above) and then let onto the airside of the Terminal 3 West building.
- Proceed to your destination.

This policy applies even to goods being delivered to Concourse L and to the upper level storage areas. The City hopes to make this process less cumbersome but for now it must be followed.

Delivery Hours

Both private concessionaire magnetometers are open 24 hours. Currently, all tenants that get deliveries from outside vendors to the building are required to deliver between the hours of 10:00 p.m. and 6:00 a.m. If deliveries come from UPS or FED EX this does not apply. Deliveries of this type will be delivered directly to your store. Please remember that deliveries that come this way are to be quickly put away.

WARNING – Do not make deliveries from the roadway through the front doors and do not leave your vehicle unattended for even a few minutes. For security purposes, the airport may tow any unattended vehicles on the upper or lower roadways.

Luggage Carts

Luggage carts are NEVER to be used for tenant deliveries. Smarte Carte is another tenant and by utilizing carts, you are limiting potential revenues.

Prohibited Elevators

Tenants (or any other delivery personnel) are not to use the following elevators for carts/deliveries:

Terminal 2 Center - These two passenger elevators ARE NEVER to be used for deliveries under any circumstances.

Terminal 2 Passenger Elevator from Post 7 - A freight elevator is provided for delivery use located directly behind the passenger elevator. The adjacent passenger elevator is not to be used for normal deliveries. However,

should the freight elevator be out of service, you may use these elevators with great concern taken to avoid damage. Please contact UNISON if you are required to use this elevator.

Terminal 3 Passenger Elevator from Post 10 – Deliveries made to Post 10 should be moved through baggage claim to the freight elevator at Post 9 on the opposite end of the terminal. Do not use the Post 10 passenger elevator. The Post 10 elevator has incurred significant damage from previous shipments and is monitored by security.

Terminal 3 Center – the passenger elevator accessing the basement is NEVER to be used for deliveries.

Courtesy to Passengers

Delivery staff should at all times respect the flow of passengers within the terminal. This includes giving the right of way to passengers when bringing merchandise through security, when entering an elevator or when steering a cart through a crowded terminal. Riding the carts or horseplay WILL NOT BE TOLERATED. This will be considered endangerment and repeated offenses may result in termination.

Dress Codes

While some merchants provide uniforms to their employees, we understand that many specialty stores opt for a more casual approach, requiring fashionable clothing that compliments the product being sold. Merchants must always be mindful of the appearance of their employees.

Good taste should guide you in your wardrobe decisions but the following are not considered appropriate: short shorts or skirts, sleeveless or midriff tops, jeans, excessively tight, baggy or revealing clothing, sheer clothing and worn looking clothing or uniform. Suggested are crisply pressed uniforms, comfortable shoes, tasteful jewelry, neatly trimmed fingernails and neatly styled hair.

Emergency Evacuation Plan

In the event of an emergency, all companies must have an emergency plan in place that will allow managers to confirm the safety of all employees. For instance, in the case of an evacuation of the building, all employees should have a common place to meet outside the building or a phone number to call to confirm their safe exit from the building. Every employee should be informed of your company's emergency plan and the Emergency

Evacuation Plan for the Airport, which is attached in the Appendix of this book, at the start of employment.

Escorting Outside Vendors

If an outside vendor is needed for repairs please follow these procedures:

1. Contact Unison 24 hours in advance, either by phone or fax, to submit your request.
2. Provide the name and badge number of the person escorting, the company and the name of the escorted person, the approximate time of day, and a general list of tools and equipment the vendor may be bringing through.
3. Unison will forward the information to the DOA Security Office, who in turn will notify the checkpoints.

Your escorting employee must have a valid green badge with escort clearance. Escorted access will only be allowed through the concession checkpoints at Post 7 and Post 9. Escorts are responsible for the safe and secure conduct of any person they escort at all times within the secure area. Escorted individuals must remain in full view of their escort.

Giving Change

Most license agreements require merchants to give a reasonable amount of change upon request. We suggest up to \$2.00 be given to any passenger requesting change. Please instruct your employees to give change in a courteous manner upon request. Should you have a register that cannot be opened without a purchase, please install a professionally printed sign that states, "We will be happy to give up to \$2.00 in change following the next purchase".

Health Department

The City of Chicago Health Department conducts periodic reviews of all tenants who prepare, handle, sell and/or service food items. If your location is found to be in Critical or Serious Violation of health codes, your unit will be immediately closed until the violation is corrected. Further, fines may be levied at the rate of \$500 per day for Critical Violations; and \$250 per day for Serious and Minor Violations.

Hours of Operation

License-Required Hours

Please review your license agreement for your own required hours of operation. In a typical license

agreement, merchants will be required to be open 16 hours a day.

Changes in Hours of Operation

The DOA and Unison are open to review of these hours based on your sales. Should you choose to petition to have your hours of operation reduced, you must submit one month's worth of hourly sales along with a written request for an alteration in hours. Unison and the DOA will review your request. DOA's decision is final in these matters. Further, these deviations from your license-required hours are always open to revision as flight operations or other conditions change.

Changes in Flight Operations

Merchants are strongly encouraged to regularly review your hours of operation as flight operations change. If additional flight activity is noticed before or after your normal hours, please experiment with opening early/closing late to maximize sales.

Flight Delays

Merchants are strongly encouraged to remain open beyond normal business hours if the airport is experiencing delays and passengers are in the terminals beyond normal hours. Often this results in strong sales. The airport does not make formal announcements when they are experiencing delays. Merchants should take notice of flight information monitors to determine when delays occur.

Housekeeping/Maintenance Issues

Please review your license agreement for your requirements for periodic maintenance and pest control.

Window Cleaning

Tenants are responsible for cleaning both internal and external (other than airfield) store windows. Windows should be cleaned on a regular (in some cases daily and/or hourly) basis, depending on traffic. DOA/Airlines handle exterior window cleaning on the airfield.

Hiring of Outside Services

Stores may hire service providers such as housekeeping, extermination or telecommunications without prior DOA approval. However, it is advised that anyone who may impact airport operations such as electricians, phone repair, plumbers, etc. be pre-approved by DOA/Unison if they have never worked at the airport. Please contact UNISON for a general list of contractors (See Appendix) who are pre-approved and badged at O'Hare.

Lost and Found

There is currently no centralized lost and found at the Airport. Please refer the public to the following appropriate numbers, depending on where the item was lost. (All numbers 773 area code unless otherwise noted)

Common Areas/CPD	686-2385
Security Checkpoints/TSA	894-8760
Airport Transit System (ATS)	601-0942
Parking Lot (Standard Parking)	686-7530
Interfaith Chapel	686-2636
Restaurants/HMS Host	686-6180
American Airlines	686-4234
Northwest Airlines	686-5550
United Airlines	601-3295

With the exception of the airlines and the TSA, all lost and found items are eventually turned over the Chicago Police Department (CPD). Most stores and restaurants will report lost and found to the CPD.

Receipt of Mail/Parcel Service

United States Postal Service does not deliver mail to O'Hare. Should you choose to rent a post office box, you may do so at the post office located on Irving Park Road on the outer portion of the airfield. All major parcel services (i.e. Fed Ex, UPS) deliver directly to your door.

Mail boxes for outgoing mail are located in:

Terminal 1, near gate B9
Terminal 1, near gate C18
Terminal 3, near gate H1
Terminal 3, near gate K1
Terminal 3, near gate L2

Monthly Meetings

Unison conducts monthly merchant meetings. As of this printing, they are scheduled for the fourth Thursday of each month at 10:00 a.m. Meetings are held in the Unison conference room on the mezzanine level of Terminal 3. All managers and supervisors are asked to attend. This meeting is the best way to stay up to date on what is happening in the airport and the latest programs in concessions. Call (773) 894-3900 for confirmation of date and time or directions.

Music

Permission to offer music is reviewed on an individual basis. Typically, in-line stores are allowed music from a stereo system. In no case, may the volume level cause music to be heard outside your store location. UNISON

and DOA reserve the right to ask merchants to decrease volume, and, in the case of multiple violations, require music to be removed.

Playing of music at kiosks is reviewed on an individual basis and must be pre-approved in writing by a member of the Unison management team.

Operations Reviews

Unison regularly conducts operations reviews of your locations. Merchant Operations Review forms are located at the end of this section. Specific concerns reviewed include issues such as:

- Trash removal/control
- Windows cleaned
- Floor cleaned/vacuumed
- Rodent Control
- Light bulbs operable
- Displays dusted/cleaned
- No tattered signs
- Neat/clean cash wrap
- Pricing/product review
- Visual merchandising
- Inappropriate stocking and deliveries

Store managers, district managers, corporate offices and/or owners receive copies of store reviews.

Payphones with E-mail / Internet Access

Telephones are available in Terminal 2 near gate F-3 (across from Chili's) and in Terminal 3 near gate H-6 and near gate L-4 with the ability to send an e-mail or check the internet. These phones are yellow and the charges are 50 cents for any United States domestic call and \$1.00 in coins for International calls. These phones also have the capability to send e-mail and get Internet access. It costs 50 cents per minute to send an e-mail and 75 cents for every five minutes on the internet.

Pest Control

Tenants are license required to hire a professional pest control service to monitor their locations and storage rooms on a regular basis. The Department has decided that all tenants are required to do monthly maintenance. Unison provides a list of subcontractors familiar with O'Hare, which is attached at the end of this book.

Phone Service

For phone service (once your contractor or the City has installed conduit and a line), call AT&T at (800) 244-4444.

Signage

Sign Alterations/Sign Approval

Both the DOA and Unison must approve all semi-permanent and permanent signage.

Please follow these procedures:

- Submit your request, prior to any changes, in writing, to Unison.
- Include all drawings, specification sheets or samples.
- Unison will review the request, submit it to the DOA and respond with written approval or comments.

Signs that are changed or new installations that are made without prior permission are subject to removal by Unison or DOA.

The City also requires pre-approval of any temporary signage that is brightly colored, deviates from your original store image, or constitutes advertising from a vendor.

Handwritten Signs

Handwritten signs are not allowed UNDER ANY CIRCUMSTANCE. This includes small pricing stickers, inventory tags or price sheets. If you have a question whether a particular sign is appropriate, please call the Unison offices.

Professionally Produced Signage

All signage, both inside and outside tenant locations must be professionally produced. This prohibits handwritten signs and also those done freehand with markers or other hand-lettered applications.

Violating Lease Lines/Placement

As a general rule (or without prior permission), all signage (whether promotional or permanent) must remain within the lease line of your store. Consider placing signage at just inside of your lease line at a 45° angle to increase passenger sight lines.

Signage or any other materials are NEVER to be taped to the window of your store. Due to the high traffic nature of our operations, all signs should be laminated, mounted to foam core or framed. Signage may be hung by monofilament line from ceilings or suction cups.

Storage Rooms

Many tenants have storage spaces in the airport. Storage rooms are to be kept clean and free of debris. All shelving and product should be 8 inches off the floor,

and catch-all pest control must be in place. Tenants are also required to keep a copy of the pest control log within the storage space for inspection by DOA facility inspection. Do not allow items to encroach into the hallway, even temporarily. No food preparation is to occur in storage rooms. Extermination of your storage is your responsibility, however, if you have a severe problem, or one that is recurring, please call Unison and they will notify the DOA Facilities group.

Trash Removal

- NEVER leave trash outside of your store. It gives your store a shoddy appearance and violates all City regulations.
- NEVER leave trash piled in back hallways, stairwells or passageways. This violates fire codes and creates a hazard to other employees.
- Always break down boxes prior to placing in the recycling dumpsters located at Post 7 and Post 9.
- Never use the trash cans in the terminal for your regular garbage. You, not the custodians, are responsible for disposing of your own refuse.
- Empty trash on a regular basis. Do not allow it to accumulate inside your store or storage area – especially wet garbage. Allowing wet garbage to accumulate may create a pest problem. Controlling your garbage will help combat future pest problems.

Responsibilities

It is always the merchant's responsibility to take trash/recycling from your store, kiosk, RMU, office or storage space to the compactor in a safe and secure manner. Whenever possible a gondola should be used to remove wet garbage. DO NOT utilize receptacles in the common area for your garbage. Trash removal procedures may vary depending upon the terminal in which your store is located. As of this printing, the City pays for all emptying and removal of the compactors.

If tenants are found to be non-compliant with any of the above referenced issues concerning storage maintenance and trash removal then citations will be written for all violations. A court appearance and fine will be attached to all violations.

Trash Compactor Locations:

Terminal 1 - B: Post 7 (exit security, proceed via the T1/T2 link into Terminal 2. Utilize freight elevator down to

the Post compactor). This compactor now has a swipe pad; employees must have checkpoint access in order to operate.

Terminal 1 - C: Limited Access: C-20 (utilize freight elevator down to lower level, proceed through United Airlines area to the dock for compactor) .

Terminal 2: Exit security, proceed to the Post 7 freight elevator, down to compactor. This compactor now has a swipe pad; employees must have checkpoint access in order to operate.

Terminal 3: The Post 10 compactor is located landside by L concourse. Use the Post 9 freight elevator to the baggage claim level. Proceed to the other end of the building, which is Post 10, to the compactor.

Recycling Compactors

Recycling compactors are located at Post 7 and 10. Everyone is asked to participate in recycling their dry paper trash. You may compact only cardboard, newspapers, magazines and regular paper in these compactors.

Compactor Instructions:

Bags must be placed in one of the gray Rubbermaid carts, then the cart is rolled into the lift. The lift then dumps the trash into the compactor. Trash can then be compacted as usual. The bags must never be placed directly on the lift for disposal.

The mechanism to operate the lift is mounted next to the compactor control. The knob on top pulls out to turn the lift on. The lift control is directly below the power button, and must be held in the UP position to raise the lift and the DOWN position to lower it. The power button can then either be pushed in to turn it off, or it will turn off automatically.

The recycling compactors can be accessed by opening the door and placing your dry trash in the compactor.

Although currently the City pays for removal of the trash from the compactors at the Posts, it is the merchant's responsibility to transport it properly to the compactors. Always close the door/gate at each compactor site; leaving it open allows odors to escape and rodents to enter.

UNISON and the DOA are always working to improve these procedures. Should tenants have additional ideas for locations, please call UNISON.

Vending Machines

Your license agreement prohibits the installation or operation of any coin, card, token or otherwise activated vending machines or devices of any kind or type.

UNISON RETAIL MANAGEMENT CONFERENCE CENTER PROCEDURES

Unison has a Conference Room available at no cost to merchants that are directly supervised by Unison. The Conference Room, which has a capacity of about 30 people, is located on the mezzanine level of Terminal 3, closest to Concourse L.

AVAILABILITY

The Conference Room is available during business hours (8:00 a.m. to 5:30 p.m.). Requests for other times of day and weekends will be evaluated on an individual basis. Priority will be given to Unison meetings, DOA meetings, your internal staff meetings, training and other airport-related business. We will attempt to accommodate other requests on an individual basis. Unfortunately, the room cannot be booked on a consistent basis (i.e. every Tuesday for the year) so that we may accommodate the greatest number of requests.

SERVICES AVAILABLE

A telephone with hands-free capability is available in room for telephone conference calling, with an extra phone in the foyer for private phone calls. Long distance service is not available so if your meeting involves a long distance call, please bring a calling card or make arrangements to call collect. A large dry-erase board is in the room for your use. At this time, no audio-visual equipment is available. Additional services may become available in the future.

FOOD / BEVERAGES

We ask that if you plan to serve food or beverages at your meeting, you notify us at the time of booking or prior to the day of us so that we may arrange for maintenance service afterwards. Because Unison does not have regular maintenance service, we ask that you remove ALL food and beverage waste when you leave the room.

KEYS

If your booking occurs after hours or on the weekend, you will be provided a key to the Conference Room. You will be asked to sign a release form for the key and will be charged \$25.00 if the key is lost. Keys are available in the UNISON Office for the men's and women's restrooms.

RESERVATIONS

The Conference Room may be scheduled by calling our administrative assistant in the Unison Office at 773/894-3902. Scheduling is done on a first come, first serve basis.

Thank you for your cooperation with these simple procedures. Questions regarding use or special requests should be directed to our administrative assistant at 773/894-3902 or Sandra Williamson at 773/894-3909.

ID BADGING AND ACCESS CONTROL POLICIES AND PROCEDURES

GENERAL GUIDELINES

An ID badge serves as both a form of identification and access control media. An "employee whose job duties require access to the terminal, concourses, or the airfield must obtain an airport issued/approved ID badge. Employees entering or present on airport property must properly display valid airport ID at all times. The Airport ID must be worn above the waist and below the neck on the individuals outer most garments in such a manner that no badge markings are blocked or obscured." "Each airport is unique with different layouts and security measures. As a result, an ORD ID badge is not acceptable airport ID at MDW and vice versa. Therefore, persons working at both airports are required to apply for ID badges at each airport." (ch. II, pp. 1) You can receive a full copy of the Chicago Airport System O'Hare and Midway International Airports, ID Badging and Access Control Policy & Procedure Handbook from the ID Badging Office.

Please carefully review the guidelines and policy of the O'Hare International Airport Policy and Procedures Handbook. Keep a copy of both handbooks available to answer questions that might arise. Badging is an important and serious matter at the Airport and should receive adequate attention from your organization. The City of Chicago Department of Aviation, Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulate employee badging, and violation of these policies and procedures WILL result in the revoking of privileges.

The ID Badging Office is located in the pedestrian tunnel (one level below baggage claim) beneath the parking garage in Terminal 1. Follow the signs in the pedestrian tunnel and down a side hallway near Elevator Center 1, to the ID Badging Office. (ch. VI, pp. 6)

ID Badging Office hours: 7:00 a.m. to 4:30 p.m.
Monday through Friday

7:00 a.m. to 1:00 p.m.
Every second Tuesday of the month

If you plan to take more than 3 new employees to the ID Badging Office at the same time for badging, fingerprinting, SIDA training or driver's testing, you must notify the office in advance and arrive before 3 p.m.

GETTING STARTED

CERTIFYING A NEW COMPANY

To register a new company (ch. IV, pp. 3) with the O'Hare ID Badging Office, you must:

- Obtain an "EMPLOYER INFORMATION AND AUTHORIZATION FORM" (EIAF) from the ID Badging Office or Unison.
- Legibly print (or type) all information in BLACK ink.
- Ensure that all signatures are dark enough to be scanned by the computer system.
- Complete all of the REQUIRED fields.
- Check "New" as "Type of Request".
- Fill in the names, contact phone numbers and email addresses of all management personnel – both locally and your district/corporate/owner office.
- The form requires signature and title of the president, owner or a senior officer (typically an executive officer). This signature verifies that the signatures authorizing individuals in the lower area of the form are the true signatures of the individuals listed.

- The ten signature areas on the lower part of the form should contain the name(s) and signature(s) of only those persons authorized to sign Employee Access Control Photo Identification Badge Applications (ID Badges) on behalf of the company (typically General Managers or Supervisors). It is in your best interest to limit the number of authorized signatories. See Chapter 5 of the ID Badging and Access Control Policy and Procedure Handbook for "Signatory Requirements and Responsibilities."

Please note signatories are the primary regulatory link, on a day-to-day basis between DOA, ID Badging, and their respective companies. Signatories are responsible to these authorities for their companies' awareness and understanding of ID Badging and Access Control requirements, truthfulness and accuracy of company submissions to the ID Badging Office. They are also responsible to their companies for obtaining and providing accurate, up-to-date information on ID Badging and Access Control procedures, regulations, and techniques. (ch. IV, pp. 1)

- Hand deliver this form to the Unison offices in the Terminal 3 Mezzanine, closest to Concourse L.
- Unison must approve and sign the form. The signed form will be returned for you to hand deliver to the ID Badging Office.
- Allow one business day for the information to be entered into the computer, based upon the workload in the ID Badging Office.

MAKING CHANGES TO COMPANY INFORMATION

When those listed as signatories leave your employment, or when you hire a new person that needs to be added, please follow these procedures:

- Obtain an "EMPLOYER INFORMATION AND AUTHORIZATION FORM" (EIAF) from the ID Badging Office or Unison.
- Legibly print (or type) all information in BLACK ink.

- Check "Update" as "Type of Request".
- Complete the form again in its entirety, designating the information you wish to Add or Delete.
- *The form requires the signature of the most senior officer and the officer's title.*
- Hand deliver this form to the Unison Office.
- Unison will sign the form and the signed form will be returned for you to hand deliver to the ID Badging Office.
- Allow one business day for the information to be entered into the computer, based upon the workload in the ID Badging Office.

KEEPING RECORDS

The FAA requires that all employers operating businesses at O'Hare International Airport keep employment records that are readily available in the event of a surprise audit.

Unison suggests that your company keep a fire safe at the on-site storage/office location. In the event that you do not rent storage/office space at the airport, keep the safe inside the store/kiosk or at a Chicago-area office. Records for each employee should include:

- Copy of the ID badge application;
- Copy of the full employment history review and verification conducted.
- Copies of termination paperwork for former employees.

The FAA and DOA may conduct periodic audits of the employment records of employers at O'Hare. All employment records must be available to the FAA within hours of the request. Therefore, the on-duty supervisor must have access to these records. In the event that records are stored off-site of airport property, that off-airport office must be able to produce records immediately upon request.

Fines for non-compliance can be as high as \$10,000 per violation.

Companies must keep personnel and termination records for 180 days after a person is terminated. This is an FAA requirement.

EMPLOYEES

All O'Hare employees are required to identify themselves with an airport badge. Immediately upon hiring a new employee and before the employee can work, the employee and his employer must complete an "EMPLOYEE ACCESS CONTROL PHOTO ID BADGE AND FINGERPRINT APPLICATION". All fields must be completed. A copy of this application is included in this section with guidelines for completion highlighted.

Review Chapter 7 of the O'Hare ID Badging Policy and Procedures Handbook carefully. FAA and DOA regulations are specific and must be followed carefully. Take the time to learn the regulations at the start to avoid problems as you move through the process.

At any time, should you have questions, call the Unison office at 773-894-3900.

VENDOR BADGING

Generally outside vendors and suppliers who regularly service your company are required to be badged under your company name. These entities fall under the sub-contractor definition in your Lease Agreement; therefore, for security and safety reasons you are responsible for those who provide a service to you.

CONSTRUCTION BADGING

Concessionaires will be required to provide a letter to Unison advising of the general contractor. The letter should also include the period of time anticipated to complete the project. The contractor is not permitted to perform work for any company other than the company that has sent an authorization letter to Unison.

GREEN vs. RED

All concession employees are issued either a green or a red badge. The specific distinctions are denoted by the type of access (terminals, airfield, etc.) provided as described below. The basic differences are:

Green Badges

"Green badges are Security Identification Display Area (SIDA) badges. They provide unescorted

access to the Airfield Operating Areas (AOA), through entry points, or portals, defined by access codes." It also provides Escort privileges to those designate

Red Badges

Generally issued to those that report directly to your store location. "Red badges allow their holders to enter the "sterile area" airside of the terminal security checkpoint."

NOTE: "Sterile area is located beyond the passenger-screening checkpoint, through the concourses but not through any access-controlled portal that lead to the Secured Area or AOA." (ch. II, pp. 3)

UPGRADES FROM RED TO GREEN BADGES

Should an employee be required to upgrade his/her badge from red to green (indicating additionally required security access, such as a storage space in a secured area, disposal of garbage, escorting, etc.), an ID badge application must be completed. This is to meet FAA and TSA regulations. All upgrades must be approved by Unison and ID Badging, and should only be done for those requiring special access. An upgrade from a red to a green is NOT a promotion, nor should it be used to identify managers from staff. The TSA has put out a directive that only 25% of a company's airport employees should be green badged; exceptions to this rule must be approved by DOA Security. Companies are expected to limit their requests for access privileges to those employees whose duties require such privileges. If requesting access through the security concession checkpoints, you MUST indicate across the top of the ID Badging application "checkpoint access" or "delivery".

FIRST-TIME APPLICANTS

"Individuals who begin employment with a new company shall be considered New Issues and first-time applicants. Individuals with an ID badge having expired 30-days beyond the badge expiration date shall be considered a "New Issue." (ch. VII, pp. 1) Therefore, employees who have terminated employment with a company 30 days or more are considered first-timers and must be fingerprinted. Everyone is also subject to fingerprinting and a Security Threat Assessment (TSA) check which takes an additional 7 to 10 days.

LOST OR STOLEN BADGES

If an employee's badge is lost or stolen, the employee should immediately:

- Complete an ID Badging application in full, marking the type of request as "Lost or Stolen".
- Bring the ID Badging application and copies of two forms of identification to Unison offices for signature.
- Hand deliver the signed document and two forms of identification to Compliance to obtain a new badge.

There is a \$50 fee for the first lost/stolen badge. The fine will increase to \$100 for a second or subsequent lost badge within a 24-month period. Payment must be made by money order or credit cards (Discover, Visa, Master Card and American Express). EITHER CASH OR CHECKS ARE NOT ACCEPTED.

ESCORTS

"Persons issued but not in physical possession of their approved airport security ID badge, shall not under any circumstances, be escorted into any portion of a Secured Area or AOA." Therefore employees who have a badge, but leave it at home are not allowed to be escorted through security checkpoints or any secure areas. (ch III., pp. 3)

Escort privileges are only granted for operational needs of the company into Secured Areas and/or Airport Operation Areas. Green ID badges that have the "E" designator on the lower left side of the badge are authorized to Escort. Persons escorting assume full responsibility for the actions of the escorted party. Escorter must accompany and monitor the activities of the escorted person while within the security area.

CONFISCATED BADGE

"The Department of Aviation Police will confiscate, on sight, improperly used, malfunctioning, damaged and expired ID. The department reserves the right to require company justification/explanation prior to replacement, and/or refuse replacement for violating Access

Control Regulations." Employees whose badge is confiscated:

Should

- Ask for a copy of the green receipt attached to the confiscation report;
- Contact their employer for escort, if necessary.
- Report to ID Badging with properly signed, completed ID Badge and Fingerprint application.

Should not

- Report to ID Badging without a signed ID Badge and Fingerprint application;
- Call ID Badging or Security to discuss security violations on the telephone;
- Submit a "lost/stolen" report. This will be treated as a serious and intentional security violation, and access privileges may be revoked immediately and/or permanently.

NOTE: "Before accepting an application for replacement of a confiscated ID badge, the ID Badging staff shall review electronic ID Badge record to determine that no fines or special instructions preclude a re-issue to the applicant." (ch. VIII, pp. 2)

COMPLIANCE

Terminations

Employers are responsible for retrieving badges and submitting the proper paperwork for employee terminations to the ID Badging Office within 24 hours. This is essential so that the Department of Aviation can remove terminated employees from the O'Hare ID Badging System that the access privileges of any employee who no longer requires such privileges, using Termination procedures as described below.

In the event of a termination, the employer must immediately:

- For each termination, complete a Security Sensitive Information form and one ID Badge

Termination Acceptance Form for all terminations. (See Appendix for forms).

- Staple the retrieved badge to the Security Sensitive Information form.
- If the individual does not return their ID badge upon their departure, simply check the appropriate box on both Termination Forms. *However, it is the responsibility of the employer to take immediate steps to recover the individual's ID to ensure proper return of the ID.*
- Hand delivers the badge and application directly to Compliance within 24 hours.

The ID Badge Termination Acceptance Form is signed and returned as your receipt of all badges terminated.

Badges of those on extended vacation, leave of absence, suspended or terminated employees are **NOT** to be kept in offices. ***All badges collected must be given to Compliance immediately.*** At the employer's request, employees on vacation or suspended their badge can be temporarily suspended.

NOTE: "If an employee advises Compliance that their employer recovered the ID badge, and no Termination Form is on file from that company, the company may be held liable for the Replacement Fee." (ch. VIII, pp. 6)

Hostile Terminations

If you terminate an employee that you consider to be hostile or that may have criminal intent, you must:

- Immediately notify both the ID Badging (773-686-6487) and Unison Retail Management (773-894-3900). If it is after normal ID Badging Office hours, immediately call the O'Hare Communications Center (773-894-5000) to notify them. DOA will immediately revoke all privileges of the terminated employee.
- Complete the paperwork using the normal procedures detailed above but attach a memo stating that the employee was the subject of a hostile termination and that the official termination papers are attached.

If you are concerned about the potential for violence from the terminated employee, call the Chicago Police Department Airport Unit at 773-894-9111 if it is an emergency, or at 773-686-2385 if it is not an emergency.

Please note the fine for the first lost badge is \$50.00. The fine increases to \$100.00 for a second or subsequent lost badge within a 24-month period. A \$100.00 fee may be assessed and collected, for the badge(s) of terminated employees, if not returned.

RENEWALS

All ID badges must be renewed annually. Unless another date is specified on the original application, renewal date is typically an employee's birthday.

Complete an ID Badge application, checking "Renewal" as Type of Request. Bring this application to the Unison offices for signature (following normal procedures noted above) and proceed to ID Badging for a new badge, again following all aforementioned procedures.

Renewals must be done prior to expiration and may be done up to 60 days prior to the expiration date. An employee with an expired badge will not be allowed past the security checkpoint and the badge will be immediately confiscated. (Chi. VIII, pp. 2) **DO NOT LET THIS SITUATION OCCUR.** As a signatory, it is in your best interest to monitor your company audit report of badge holders and remind them as their renewal dates approach.

FILE REVIEW

For your information and protection, Unison periodically has the ID Badging Office run audit reports of badge holders currently badged under your company. You are given the opportunity to purge these files of those no longer with your company or to monitor the expiration of current badge holders. Should you require a current print out of your company audit report, at any time, please call DOA Compliance.

NOTE: The ID Badging Office will keep all forms that are not complete, accurate, intact and legible. White out and makeovers are not acceptable. New forms will need to be submitted with the necessary corrections.

O'HARE INTERNATIONAL AIRPORT EMPLOYEES

Green Badges

Welcome to O'Hare International Airport! The information below should assist you in understanding your responsibilities as an Employee Access Control Photo ID Badge holder in keeping the Airport safe. Read and understand this before applying for your ID badge.

Treat your badge like gold! You may not hold a job at O'Hare without a badge.

You are being issued a green badge. This gives you access to certain limited restricted areas. For most concessions, this is your storage area or the garbage dumpsters.

Display your ID badge on your outermost garment between the neck and the waist facing outward at all times. The Federal Aviation Administration, Department of Aviation, Chicago Police, and Unison Retail Management will periodically check for badge display.

If your badge is lost or stolen, you will personally be charged a \$50 non-refundable fee. Department of Aviation, Compliance handles and processes all lost or stolen badges, and a police report is taken in their office. If after hours, O'Hare Communications Center (773-894-5000) must be immediately notified of lost or stolen badges.

"The Department of Aviation Police will confiscate, on sight, improperly used, malfunctioning, damaged and expired ID." Therefore, any employee who willfully allows another person to use his/her ID badge shall have the ID badge confiscated, shall be removed from the active files of the ID Badge Access Control Computer System, shall be referred to his/her employer for disciplinary action, and may be subject to legal prosecution. "The Department of Aviation reserves the right to require company justification/explanation prior to replacement, and/or refuse replacement for violating Access Regulations. Employees whose badges are confiscated should ask the Officer for the receipt attached to the Confiscation Report, contact their employer and follow replacement procedures described in Chapter VIII, Confiscations." (Chi. III, pp. 2)

"Individuals whose ID badge is confiscated should not report to ID Badging without a signed application, call Compliance/Security to discuss security violations on the telephone, submit a "lost/stolen" report. This will be treated as a serious and intentional security violation, and access privileges may be revoked immediately and/or permanently." (ch. VIII, pp. 2).

If granted Escort privileges, escorting persons into Secured Areas and/or Airport Operation Areas is for operational needs of the company. Persons escorting assume full responsibility for the actions of the escorted party. Escorter must accompany and monitor the activities of the escorted person while within the security area.

Your badge is valid until your next birthday and must be renewed each subsequent year before your birthday or within 60 days prior to your birthday.

I have read and understand the above ID Badging Policies:

Signed

Print Name

Date

O'HARE INTERNATIONAL AIRPORT EMPLOYEES

Red Badges

Welcome to O'Hare International Airport! The information below should assist you in understanding your responsibilities as an Employee Access Control Photo ID Badge holder in keeping the Airport safe. Read and understand this before applying for your ID badge.

Treat your badge like gold! You may not hold a job at O'Hare without a badge.

You are being issued a red badge that designates you as an employee at O'Hare International Airport. Your badge authorizes you to enter beyond the passenger-screening checkpoint, through the concourses *but not through any access-controlled portal that lead to Secured Areas or Airport Operations Areas.*

Display your ID badge on your outermost garment between the neck and the waist facing outward at all times. The Federal Aviation Administration, Department of Aviation, Chicago Police, and Unison Retail Management will periodically check for badge display.

If your badge is lost or stolen, you will personally be charged a \$50 non-refundable fee. Department of Aviation, Compliance handles and processes all lost or stolen badges, and a police report is taken in their office. If after hours, O'Hare Communications Center (773-894-5000) must be immediately notified of lost or stolen badges.

"The Department of Aviation Police will confiscate, on sight, improperly used, malfunctioning, damaged and expired ID." Therefore, any employee who willfully allows another person to use his/her ID badge shall have the ID badge confiscated, shall be removed from the active files of the ID Badge Access Control Computer System, shall be referred to his/her employer for disciplinary action, and may be subject to legal prosecution. "The Department of Aviation reserves the right to require company justification/explanation prior to replacement, and/or refuse replacement for violating Access Regulations. Employees whose badges are confiscated should ask the Officer for the receipt attached to the Confiscation Report, contact their employer and follow replacement procedures described in Chapter VIII, Confiscations." (ch. III, pp. 2)

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Your badge is valid until your next birthday and must be renewed each subsequent year before your birthday or within 60 days prior to your birthday.

I have read and understand the above ID Badging Policies:

Signed

Print Name

Date

SECURITY / SAFETY

SECURITY

Chicago Police Department vs. Checkpoint Security

Safety, security and loss prevention concerns relating to concessionaires and employees are the responsibility of the Chicago Police Department and the Department of Aviation. All questions, concerns or comments should be directed to them.

Employees operating the security checkpoints are TSA employees and have no responsibility to airport businesses. Their only job is to screen people coming through the checkpoints.

Chicago Police Department - 894-9111

This is the 911 number for O'Hare. If you call 911 directly, your call will simply be transferred to this number. Use 894-9111 for all emergencies.

CAPS Program

Chicago Alternative Policing Strategy program creates "neighborhood beat" officers at the airport. These designated officers are your first contact regarding concerns or problems. Get to know your CAPS officer for the terminal in which you operate. Call 686-8939 for information on the program.

Crimestoppers Hotline 800-422-3489

Employees may use this tip line to alert CPD to suspicious activity from other employees within or outside your company. You may leave your name for a possible reward, or leave an anonymous tip.

Security Responsibilities - Wearing of Badges

It is a DOA requirement that all employees wear their airport badges on the outermost garment with the face-side visible. ID badges must be worn the entire time an employee is in the secured area. See the policies stated in the ID Badging section.

New employees cannot work until they have completed the badging procedure. You may not escort employees through security for training.

Prosecution of Shoplifters

To maintain security levels at the airport, concessionaires are strongly encouraged to prosecute shoplifters by attending court sessions. If you catch a shoplifter or

observed one that you were unable to detain, immediately call 894-9111 for the Chicago Police Department. They will file a report for you. In order to curb this activity, you must attend court sessions.

Reporting Incidents

All badged employees function as a second set of eyes and ears for the DOA Security and the Chicago Police Department. If you witness a crime or suspicious activity (such as a lone package that appears to be unattended), please call the Police Department at 894-9111.

Loitering

If you notice a problem with airport employees or other people unknown to you loitering in your store, please call OCC (894-5000) to report the incident. If you notice a consistent problem with a certain employee group, contact Unison and we will attempt to assist you in alleviating the problem.

SAFETY

Medical Emergencies

Paramedics are dispatched to handle medical emergencies. If your employee or a passenger is in distress, call 894-9111 for an ambulance. Patients are automatically taken to Resurrection Hospital. Resurrection's main phone number is (773) 774-8000. If the patient refuses to leave in an ambulance but still appears to need care, the University of Illinois-Chicago operates a Medical Center in Terminal 2. See below.

Non-Emergency Medical Issues

For non-emergency care, the UIC Medical Center is available in Terminal 2. Employees and passengers that do not require an ambulance and/or can make their own way to the Center can be cared for here. The Center can treat someone with a serious condition if he/she comes to the Center. However, if a paramedic is called (through 911 or police), UIC will not be notified, nor will the paramedics bring the patient to the Center. See above for emergency information.

UIC accepts all insurance programs of airport employees with no up front payment required (your only follow up payment may be if you have not met your deductible with

your own insurance plan.) Some users have requested, and UIC has made available, pre-authorization slips. This is so employees will not come to the Center without the pre-approval of a supervisor or manager. UIC can do blood pressure screening, drug testing or come speak to your employees about how to use the Center.

The UIC Medical Center is open from 7:00am until 7:00 pm weekdays and from 9:00am until 5:00pm on weekends and holidays. A doctor is always on hand along with administrative staff. Call (773) 894-5100 for more information.

Reporting Concerns

It is in the best interest of every airport employee, including those working for tenant, to ensure that O'Hare is a safe workplace and a safe place to visit. All employees are asked, therefore, to assist the DOA with safety by being proactive in reporting any incidents that might threaten the safety of O'Hare's employees or

guests. This may include, among many other things, the following:

- spills
- icy sidewalks
- ceiling/roof leaks
- potholes in the roadway
- non-functioning elevators/escalators
- buckled carpeting/flooring concerns
- bare electrical wires

When any employee notices these problems, call 686-2248. Your assistance will ensure a safe and happy work environment.

After Hours Activity

It is to your benefit to notify Security (686-2385) when an employee will be working in the store/office after your normal operating hours. Some activities may need to be approved by the DOA, Security and/or the airlines. Call in advance to avoid any confusion. If you are in doubt, call the Unison offices for assistance.

PARKING / TRANSPORTATION

Chicago Transit Authority (CTA)

At \$2.00, the CTA is recommended as the primary mode of transportation for airport concession employees. Pay CTA Fares with Chicago Card, Chicago Card Plus, Transit Cards, 30-Day, 7-Day, Visitor Passes, or cash. For an additional \$2.00/day (up to 12 hours), employees have the option of parking at the Cumberland lot, then taking the CTA to the airport, which would result in a maximum cost of \$6.00/day.

Employee Parking

Monthly parking passes are available to licensees doing business with the City. Parking rates are as follows:

Main parking outside Lot C \$350/month with \$350 deposit (across from Terminals)

International Terminal Lot D \$350/month with \$350 deposit

Economy Lot F \$100/month with \$100 deposit

Obtaining a monthly pass normally takes about a week. This procedure is outlined below:

- Come to the Unison Retail Management office for a Key Card Issuance Form and a Monthly Parking Application. New employees must complete both forms, requiring a supervisor's signature to be processed. Please ensure that the lot for which you have agreed to pay is circled and the starting month is indicated on the form.
- Bring the completed form to the Unison Retail Management office. We will route it to the Department of Aviation for processing. Parking approval could take a week, so please submit the required forms as soon as possible and arrange for temporary parking reimbursement if necessary.
- Once your request has been processed, Landside Operations will notify you to pick up the pass at the Aviation Administration Building.

Should you have any problems with this procedure, please contact the Unison Retail Management office immediately. We will work with DOA Landside Operations to remedy any problems.

Establishing Employee Parking Billing Accounts

If your company has not issued monthly passes in the past, prior to completing the required forms, your company must follow the procedure below:

- Write a letter (a sample of which follows) to Marcos Fernandez, General Manager, Landside Operations, Department of Aviation, O'Hare International Airport, 10510 West Zemke Road, P.O. Box 66142, Chicago, IL 60666 explaining your company's request to establish an account for parking. Please specify how many cards are needed and for which lots.
- The letter should include the company's legal name, billing address, fax number, an FEIN number and a contact name. Key Card Issuance Forms and Monthly Parking Applications for each parking key card requested should be sent to the Department of Aviation along with the letter.
- When you pick up a parking key card from DOA Landside Operations, you will be required to pay one month's fee in advance plus the current month, as detailed below. This invoice will be generated prior to the pass issuance and faxed/mailed to the company.

Should you have any trouble with this procedure, please call Unison Retail Management at (773) 894-3900.

Monthly Billing

DOA will supply Standard Parking with the billing information provided on the Monthly Parking Application to generate an invoice during the period that your pass is being approved. At the time when your employee picks up the pass, he/she will be required to provide a check for one month's advance billing and the first month of the pass.

Future invoices will be mailed to allow for a 30-day payment period for the next months' use. Delinquent accounts face cancellation of parking passes and forfeiture of the deposit. Please call Standard Parking Finance at 773-686-7596 or e-mail wlock@standardparking.com with billing problems or questions.

Unfortunately, Standard Parking does not accept credit cards for payment on accounts at this time.

Terminating a Pass

When you wish to terminate a pass (an employee is no longer using a pass due to termination or other arrangements), it is your responsibility to return the pass to Landside Operations in the AAB or call DOA Landside Operations at (773) 894-2028. It is in your best interest to do this immediately. Any notifications received after the 5th of the month will result in billing for the entire month. Adjustments can be made directly on the invoice as long as the payment and noted adjustments are received by the 5th of the month being billed. Date of discontinuation is the date you notify DOA of the change. Standard Parking cannot go back to monitor usage and change billing accordingly.

Advice

Do not store the parking key card near any magnet field or other magnetic strips like your ORD badge or credit cards because it is easily demagnetized. The pass should not be exposed to direct sunlight and should be treated as any valued banking or credit card.

On occasion, the Key Card machine may keep your parking card upon entrance, in which case you should take a ticket and go to DOA Landside Operations in the AAB to get a replacement (M-F 8:30 am – 4:30 pm), get a visitor pass from Unison, or press the call button and wait for a serviceman to arrive to retrieve your parking card. If your pass does not work upon exit you may be asked to complete a Key Card Incident Form or charged for parking, in which case you will be reimbursed by submitting the original receipt to DOA Landside Operations.

Customer Parking

Description of Lots

A variety of lots are available to customers at the airport. Parking is available in the following lots:

- A, B and C lots for short-term parking for Terminals 1, 2 and 3;
- D for short-term parking for international terminal 5;
- E, F and G are for long-term parking for all terminals.
- Cell Phone Lot just inside Economy Parking Lot F is for motorists waiting to meet arriving passengers.

Lots A, B, C and D have easy, connecting access to the terminals. Lot E is connected to the airport by the Airport

transit System (ATS). Lot F and G connect to the ATS via shuttle bus service.

For parking information, call Standard Parking Customer Service at (773) 686-7530 or Cashier Service at (773) 686-7532 (open 24 hours).

Rates are as follows:

Lots A (garage levels 2-6), B and C (outside)

First 10 Minutes	\$ 0.00
1 hour or less	\$ 2.00
3 hours or less	\$ 4.00
3 to 4 hours	\$10.00
Each additional hour	\$ 2.00
11 to 24 hours	\$30.00

Lot A (garage level 1)

First 10 Minutes	\$ 0.00
1 hour or less	\$ 2.00
3 hours or less	\$ 4.00
4 hours or less	\$10.00
5 hours or less	\$26.00
6 hours or less	\$31.00
7 hours or less	\$36.00
8 hours or less	\$41.00
9 hours or less	\$46.00
9 to 24 hours	\$50.00

Lot A (garage level 1) – Valet Parking

Hours	First Day	Subsequent Day
First 10 minutes	\$ 0.00	
1 hour or less	\$10.00	\$ 6.00
2 hours or less	\$16.00	\$ 8.00
3 hours or less	\$20.00	\$10.00
4 hours or less	\$25.00	\$12.00
5 hours or less	\$26.00	\$14.00
6 hours or less	\$27.00	\$16.00
7 hours or less	\$28.00	\$21.00
8 hours or less	\$30.00	\$26.00
8 to 24 hours	\$45.00	\$45.00

Lot D (serving International T5)

1 hour or less	\$ 2.00
2 hours or less	\$ 6.00
Over 2 – 9 hours	\$2/hour
Over 9 – 13 hours	\$5/hour
Over 13 – 24 hours	\$50.00

Lot E (long-term economy – use ATS to reach terminals)

1 hour or less	\$ 2.00
2 hours or less	\$ 4.00
Over 9 - 24 hours	\$16.00

Lot F (long-term economy – use Shuttle Bus to ATS to reach terminals)

1 hour or less	\$ 2.00
2 hours or less	\$ 4.00
Over 5 - 24 hours	\$ 9.00

Lot G (long-term economy – use Shuttle Buss to ATS to reach terminals)

1 hour or less	\$ 2.00
2 hours or less	\$ 4.00
Over 9 - 24 hours	\$13.00

Cell Phone Lot – next to F Lot

Vehicles in the Cell Phone Lot must be attended at all times. Violators will be ticketed and towed at the owner's expense.

Methods of Payment

Cash, Visa, MasterCard, Diner's Club, Carte Blanche and American Express are accepted.

Complimentary Parking Services

Standard Parking offers these services COMPLIMENTARY to parkers:

- Battery Start
- Escort to your car
- Tire Change
- Tire Inflation
- Directions
- Lost Car Assistance
- Windshield Cleaning
- Key Retrieval

For assistance or to take advantage of any of these services while parked at O'Hare, push the red button at the Assistance Center or call (773) 686-7530 or see parking/security personnel.

ParkNet® Traffic Reports 800AM

Before you arrive, Check Parking Availability.

Receive current parking lot status reports. Choose the lot to park in based on proximity to terminals, space availability and daily fees. Simply tune your car radio to 800AM when you are within 2.5 miles from airport.

Airport Shuttles

The following shuttles offer service to destinations noted. They depart from the baggage claim level on the inner roadway.

Airport Express (312) 454-7800
www.airportexpress.com
Downtown/Suburban Hotels-Delivery by van.

Omega Airport Shuttle (773) 483-6634
www.omegashuttle.com
Midway, Hyde Park, Chicago and South Suburbs

Bus/Shuttle Center

The Bus/Shuttle Center is located on the ground floor of the main parking garage across from the Hilton. Five types of vehicles pick up at this location: regional buses, PACE buses, hotel courtesy shuttles, off-site parking shuttles and off-site car rental shuttles. Passengers should follow the red and blue signs through the pedestrian concourse to the Bus/Shuttle Center. On-site rental car shuttles (Avis, Alamo, Dollar, Hertz, Enterprise, Budget and National) pick up their customers on the inner-core roadways. Hotel shuttles that customers pay for (Airport Express) depart from baggage claim of the terminals on the inner-core roadway.

The following airport and regional bus companies have service from the Bus/Shuttle Center:

Act II Transportation
www.actiitransportation.com
(800) 769-8891
Quad Cities; Davenport, Iowa; Service between O'Hare and Midway Airports

Coach USA /Van Galder
www.coachusa.com
(800) 747-0994
Rockford, IL; Janesville, WI; Madison, WI; South Beloit, WI

Coach USA /Tri-State/ United Limo
www.coachusa.com
(800) 833-5555; (800) 248-8747
Crestwood, Highland, Gary, Merrillville, Portage, Michigan City, South Bend, Notre Dame, Mishawaki

Coach USA /Wisconsin Coach Lines
www.coachusa.com
(877) 324-7767
Kenosha, Racine, Milwaukee, Waukesha, WI

Express Air Coach
(765) 743-3120
Service between West Lafayette, IN and O'Hare Airport

LEX Lincolnland Express
(800) 223-9313
Kankakee, Rantoul, U of I Union, LEX-Hub Champaign, Mattoon-Charleston, Decatur, Springfield

Peoria Charter
(800) 448-0572
Joliet, Normal, Oakbrook, Peoria, Schaumburg, IL

Rental Cars

All car rental companies pickup in Terminals 1, 2, 3 & 5.
Passengers may take courtesy buses offered by rental companies.

Alamo/National	(800) 327-9633
Avis	(800) 331-1212
Budget	(800) 527-0700
Dollar	(800) 800-4000
Enterprise	(800) 867-4595
Hertz	(800) 654-3131
National	(773) 227-7368

Off-site car rental agencies have information boards in,
and courtesy shuttles from, the Bus/Shuttle Center.

SAMPLE LETTER FOR ESTABLISHING A BUSINESS ACCOUNT FOR PARKING LOT BILLING

(Your Official Company Letterhead*)

Date

Mr. Marcos Fernandez
General Manager
Landside Operations
Department of Aviation
Chicago O'Hare International Airport
10510 West Zemke Road, AAB
PO Box 66142
Chicago, IL 60666

Dear Mr. Fernandez:

My company, (YOUR COMPANY NAME PER LICENSE AGREEMENT), would like to establish a billing account for our employee parking. We have a license agreement at O'Hare, operating as (BUSINESS NAME IF DIFFERENT THAN LICENSE AGREEMENT). We realize that the rate for parking Lot C is \$350 per month and the rate for parking Lot F is \$100 per month. We plan to issue Lot C passes to our managers and will allow our associates to obtain Lot F passes at their own expense if they choose. We realize that our company will be billed for parking and it will be our responsibility to collect payment from our employees. We anticipate that we will need ___ passes for Lot C and ___ for Lot F.**

Our billing address is:

ABC Retail Shop
123 O'Hare Street
Chicago, IL 606XX

Our FEIN is: 12-1234567

Should you have any questions about our account or need to contact someone at (YOUR COMPANY NAME) please call (CORPORATE CONTACT NAME) at 800/123-4567 or fax him (her) at 800-800-1234. You may also contact our local manager, (MANAGER'S NAME) at 773/ 123-4567.

Sincerely,

Jane Smith
President

cc: Corporate Contact Name
Local Manager

*Company name should match that on your license agreement.

** This information will be specific to your company's situation. Please be specific as to your intentions. You need not issue the passes that you anticipate immediately (or ever) but making your requests know is helpful.

Airline Contact List

Aer Lingus Airlines	O'Hare Airport	P.O. Box 66034	Chicago	IL	60666
Air Canada	O'Hare Airport	P.O. Box 66085	Chicago	IL	60666
Air Jamaica	O'Hare Airport	P.O. Box 66144	Chicago	IL	60666
Air France	O'Hare Airport	P.O. Box 66144	Chicago	IL	60666
Alaska Airlines	O'Hare Airport	P.O. Box 68900	Chicago	IL	60666
Alitalia Airlines	O'Hare Airport	P.O. Box 66162	Chicago	IL	60666
American West Airlines	O'Hare Airport	P.O. Box 66239	Chicago	IL	60666
American Airlines - Distressed Passengers	O'Hare Airport	P.O. Box 66065 - Mail Drop A-075	Chicago	IL	60666
American Trans Air		P.O. Box 51609	Indianapolis	IN	46251
AMF O'Hare	O'Hare Airport	P.O. Box 66182	Chicago	IL	60666
Continental Airlines	O'Hare Airport	P.O. Box 66093	Chicago	IL	60666
Delta Airlines	Hartsfield International	P.O. Box 20581	Atlanta	GA	30320
Iberia	O'Hare Airport	P.O. Box 66601	Chicago	IL	60666
Japan Airlines	O'Hare Airport	P.O. Box 66078	Chicago	IL	60666
Lot - Polish Airlines		333 North Michigan #1128	Chicago	IL	60601
Lufthansa German Airlines	O'Hare Airport	P.O. Box 66143	Chicago	IL	60666
Mexicana Airlines	O'Hare Airport	P.O. Box 66035	Chicago	IL	60666
Midwest Express Airlines		6744 S. Howell Ave., HQ - 15	Oak Creek	WI	53154
Northwest Airlines	O'Hare Airport	P.O. Box 66044	Chicago	IL	60666
Piedmont Airlines, Inc		5443 Airport Terminal	Salisbury	MD	21801
Sabena Airlines	O'Hare Airport	P.O. Box 66235	Chicago	IL	60666
SAS Airlines	O'Hare Airport	P.O. Box 66258	Chicago	IL	60666
Spirit Airlines		2800 Executive Way	Miramar	FL	33025
Trans World Airlines		11500 Ambassador Drive	Kansas City	MI	64153
US Army Transportation Division		Finance Support Agency	Indianapolis	IN	46249
United Airlines	WHQIC-AOSC	1200 E. Algonquin Rd	Elk Grove Village	IL	60007
US Airways	O'Hare Airport	P.O. Box 66180	Chicago	IL	60666

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EXHIBIT 7
FORM OF LETTER OF CREDIT

EXHIBIT 7

SAMPLE FORM OF LETTER OF CREDIT

Issuing Bank Letterhead
(must be a bank located in the Chicagoland area)

Irrevocable Standby Letter of Credit

Letter of Credit No. _____
Date: _____, 20__

Department of Aviation
City of Chicago
Chicago's O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666

Attention: Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$_____ Dollars ("Stated Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Department of Aviation, or her designee.

Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.

2. Partial and multiple drawings are permitted hereunder.
3. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.

This credit shall expire on _____, 20__, unless extended as provided herein.

4. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of such a notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed written statement that you received notification of our election not to extend.

Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No. _____".

5. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices at on or before the close of business on the expiry date.
6. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision, ("IUCP") and to the Uniform Commercial Code - Letters of Credit, as adopted in Illinois, 810 ILCS 5 - 101 et seq., as amended ("UCC"). To the extent that the provisions of the IUCP and UCC conflict, the provisions of the UCC shall govern.
8. We hereby undertake that a draft drawn in conformity with the terms of this Letter of Credit will be duly honored on presentation.

By: _____

Name: _____

Title: _____

THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT
NO. _____

EXHIBIT A

CERTIFICATE FOR DRAWING

THE UNDERSIGNED, THE COMMISSIONER OF THE DEPARTMENT OF AVIATION, REPRESENTS, WARRANT AND CERTIFIES TO _____ (the "BANK") WITH REFERENCE TO LETTER OF CREDIT NO. (to be inserted) ISSUED BY THE BANK IN FAVOR OF THE CITY OF CHICAGO (the "BENEFICIARY") THAT:

1. A BREACH OF THE LICENSE AGREEMENT, DATED AS OF _____, 20____, AS AMENDED, MODIFIED OR SUPPLEMENTED, BETWEEN THE CITY OF CHICAGO AND _____, AN _____, HAS OCCURRED. AS A RESULT, THE CITY OF CHICAGO IS MAKING DEMAND UNDER THE LETTER OF CREDIT TO PAY _____ DOLLARS (\$_____) ON THE _____ DAY OF _____, 20____ OR REPLACEMENT LETTER OF CREDIT IDENTICAL IN FORM TO THE LETTER OF CREDIT HAS NOT BEEN ISSUED TO THE CITY OF CHICAGO BY A FINANCIAL INSTITUTION MEETING THE REQUIREMENTS SET FORTH IN THE LICENSE AGREEMENT.

2. PAYMENT OF THE DRAFT SHALL BE MADE BY BANK WIRE PAID TO OUR ACCOUNT AS PER OUR WIRE INSTRUCTIONS BELOW:

(NAME OF BANK)

(CITY & STATE)

(ABA NO.)

(ACCOUNT NAME)

(ACCOUNT NO.)

(REF. NO., IF ANY)

3. ALL DEFINED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING ASSIGNED THERETO IN THE LETTER OF CREDIT.

IN WITNESS HEREOF, THE CITY OF CHICAGO HAS EXECUTED THIS CERTIFICATE AS OF THIS _____ DAY OF _____, 20____.

THE CITY OF CHICAGO

BY: _____

ITS: COMMISSIONER OF AVIATION

EXHIBIT 8
INSURANCE REQUIREMENTS

The kinds and amounts of insurance required under this Agreement are as follows:

- a) Workers' Compensation and Employer's Liability. Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees of Tenant. Employer's liability coverage with limits of not less than \$100,000 for each accident or illness must be included.
- b) Commercial Liability Insurance. Commercial General Liability insurance or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, property damage and personal injury liability. Coverages must include the following: Leased Space and operations; explosions, collapse, and underground hazards; products liability and completed operations; defense; separation of insureds; contractual liability specifically covering this Agreement (with no limitation endorsement); host liquor liability (if applicable). The City and its elected and appointed officials, agents, representatives and employees must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- c) Automobile Liability. When any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this Agreement, Tenant must provide comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence for non-airfield access, and not less than \$5,000,000 per occurrence for airfield access. The City, and its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- d) Property. Tenant must maintain all-risk property insurance for the Leased Space including Improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and extra expense. The City is to be named as an additional insured and as a loss payee, as its interests may appear. Tenant is responsible for all loss or damage to its personal property including equipment, fixtures and contents.
- e) Liquor Liability. When applicable, Tenant must obtain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City, its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Tenant's operations under this Agreement.
- f) All Risk Blanket Builders Risk. When Tenant undertakes any construction, including

Improvements, betterments and/or repairs, Tenant must provide All Risk Blanket Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City of Chicago must be named as loss payee as its interests may appear.

- 2) Under no circumstances must Tenant or any Subcontractor actually begin Work (or continue Work, in the case of renewal) or conduct Concession Operations under this Agreement without procuring the required insurance and providing evidence of it to the City. The City reserves the right, in addition to the other rights set forth in this Agreement, to require Tenant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon 30 days' written notice to Tenant.
- 3). Tenant must furnish:
 - a) the City, Department of Aviation, Attention: Concessions; O'Hare International Airport, P.O. Box 66142, Terminal 2, Upper Level, Concessions, Chicago, Illinois 60666; and
 - b) the City Management Representative and, if applicable, the City Construction Representative, at the addresses provided by the representatives, original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Tenant must submit evidence of insurance on the City's "Insurance Certificate of Coverage Form" or equivalent before the Effective Date of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements under this Agreement. The failure of the City to obtain certificates or other insurance evidence from Tenant is not a waiver by the City of Tenant's obligations to obtain and maintain the specified coverages. Tenant must advise all insurers of this Agreement's provisions regarding insurance. Non-conforming insurance will not relieve Tenant of its obligation to provide insurance as specified in this Agreement.
- 4) The insurance specified above must be carried at all times during the Term of this Agreement. Failure to carry or keep the insurance in force constitutes an Event of Default and does not relieve Tenant from any liability under this Agreement. The City maintains the right to suspend the Tenant's performance and rights under this Agreement, or suspend this Agreement, until proper evidence of insurance is provided. If Tenant fails to maintain the full insurance coverage required under this Agreement, the City may, but is under no obligation to, obtain the required insurance. Payments made by the City regarding the premiums for the insurance become an additional obligation of Tenant, as Additional Rental to be paid under this Agreement, to be repaid in full to the City, payable on demand, with interest at the Default Rate. The insurance policies must provide for 60 days prior written notice to be given to the City at the addresses set forth in Subsection 3 above, if coverage is substantially changed, reduced, canceled, or non-renewed.

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- 5) Tenant must require all Subcontractors to carry the insurance required in this Agreement, or Tenant may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted must so stipulate.
- 6) Tenant and each Subcontractor agree that their insurers must waive their rights of subrogation against the City, its employees, elected or appointed officials, agents or representatives.
- 7) Tenant acknowledges that any insurance or self insurance programs maintained by the City apply in excess of and do not contribute to insurance provided by Tenant under the Agreement. Tenant acknowledges that any insurance protection, coverages and limits furnished by Tenant under this Agreement in no way limit Tenant's responsibilities and liabilities under this Agreement or by law.
- 8) Any and all deductibles or self insured retentions on referenced insurance coverages must be borne solely by Tenant.
- 9) The insurance required to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or by any limitation placed on the indemnity given in this Agreement as a matter of law. If Tenant, or its Subcontractors, desire additional coverage, higher limits of liability, or other modifications for their own protection, Tenant and each of its Subcontractors are responsible for the acquisition and cost of the additional protection. The City's Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements. Notwithstanding anything in this Agreement to the contrary, Tenant may, at its option, include any of the insurance coverage required under this Agreement in either general or blanket policies of insurance. Tenant may use any combination of primary and umbrella (or excess) insurance policies to comply with the insurance requirements set forth above, as long as the resulting insurance coverage is equivalent to the coverages required under this Agreement.

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EXHIBIT 9
ACDBE SPECIAL CONDITIONS AND RELATED FORMS

**SPECIAL CONDITIONS REGARDING
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT**

I. POLICY AND PROGRAM

It is the policy of the City of Chicago ("City") not to discriminate on the basis of race, color, sex or national origin in the award or performance of airport concession agreements. Because the City is a recipient of Airport Improvement Program funds from the Federal Aviation Administration ("FAA"), the concessions at the City's airports are subject to 49 CFR Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions ("Part 23"). The City will not, directly or indirectly, through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or impeding the accomplishment of the objectives of Part 23. Compliance with Part 23 requirements will not diminish or supplant the Tenant's obligations to comply with non-discrimination laws as required elsewhere in the Agreement. In the event of a conflict between the provisions of these Special Conditions and the requirements of Part 23, the requirements of Part 23 shall prevail. Part 23 is available on-line at www.access.gpo.gov/nara/cfr/waisidx_06/49cfr23_06.html.

It is further the policy of the City, in accordance with the requirements of Part 23, that Airport Concession Disadvantaged Business Enterprises ("ACDBEs") have the maximum opportunity to participate fully in the City's airport concession program. As used throughout these Special Conditions, the term "ACDBE" means an entity that has been certified as such under the Illinois Unified Certification Program ("UCP"). If a firm is not certified by the Illinois UCP as an ACDBE in accordance with the standards in Part 23, the firm's participation is not counted for Part 23 purposes. ACDBEs certified by other jurisdictions are not considered certified ACDBEs for purposes of this Agreement and will not be counted as such unless they have also been certified by the Illinois UCP.

In accordance with Part 23, Subparts B and D, the City submitted an ACDBE Program and ACDBE Goal for approval by the FAA. The FAA-approved ACDBE Program and ACDBE Goal are available upon request. In the event of any amendments or revisions to Part 23 (or any related or superseding regulations), these Special Conditions shall be subject to such revised regulations and any City-promulgated program, regulations, or goals established thereunder. Upon request by the City, this Agreement shall be amended to replace these Special Conditions with revised Special Conditions that reflect the then-current federal regulations, if necessary.

The following assurances are required to be included in the Agreement by 49 CFR §23.9(c). Tenant is deemed to be the "concessionaire or contractor" referenced.

1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase order or other agreement covered by 49 CFR Part 23.

**SPECIAL CONDITIONS REGARDING
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT**

2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

II. GOALS

The City has established, and the Federal Aviation Administration has approved, aspirational goals for ACDBE participation in its airport concessions program as required by Part 23, Subpart D. Generally, ACDBE participation in airport concessions is measured as a percentage of annual gross receipts earned by the concessions. Details on counting ACDBE participation are found in 49 CFR §§ 23.53 (rental car concessions) and 23.55 (non-rental car concessions) and described further below:

Rental Car Concessions. Due to the lack of ACDBE rental car companies, the national or regional nature of rental car industry procurement practices and a general lack of reliable historical data, the City has determined that the aspirational goal for ACDBE participation in rental car concessions is 0%. Nevertheless, rental car concessionaires are encouraged to use all reasonable efforts to maximize procurement of goods and services from ACDBEs that may be certified in the Illinois UCP or the UCPs of other states.

Non-Rental Car Concessions. The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 40%. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 15% and a race-conscious goal of 25%.

The foregoing aspirational goals are for the City's concessions program as a whole. With respect to this Agreement, the City may or may not have established a contract-specific ACDBE aspirational goal at the time that the City issued the Request for Proposals for the concession ("RFP"). If the RFP included a contract-specific goal, Tenant's proposal either included participation by ACDBE(s) that met or exceeded the contract-specific goal or Tenant demonstrated "good faith efforts" to meet that contract-specific goal but was unable to do so. Guidance on "good faith efforts" can be found in Appendix A to 49 C.F.R. Part 26. Appendix A as it appears on the date of the Agreement is incorporated in Section VI.A. of these Special Conditions, but Tenant is responsible for compliance with federal regulations as they may be amended from time to time.

III. TENANT'S ACDBE COMMITMENT

A. INITIAL ACDBE COMMITMENT

1. Rental Cars. As provided in II above, there is no ACDBE participation goal for rental car concession agreements. Consequently, rental car concessions are not required to commit to a percentage participation by ACDBEs in the concession, but rental car

**SPECIAL CONDITIONS REGARDING
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT**

companies are strongly encouraged to utilize ACDBEs to the maximum extent possible in the procurement of goods and services.

2. Non-Rental Cars. The extent and nature of the ACDBE participation commitment by Tenant is documented in Schedules B, C and/or D attached to these Special Conditions ("ACDBE Commitment"). As used these Special Conditions and in Schedules B, C and D, "Tenant" means the entity with whom the City has entered into a concession agreement, whether that entity is referred to in that agreement as "Tenant", "Licensee" or other term.

The total ACDBE Commitment, stated as a percentage of the concessions gross revenues, must equal or exceed the percentage ACDBE participation required in the Term Sheet attached to the Agreement as Exhibit 1. If the Term Sheet indicates that there is no ACDBE participation requirement for this concession, it will be conclusive evidence that either (a) the RFP contained no contract-specific goal and Tenant did not propose any ACDBE participation or (b) the Tenant demonstrated, to the satisfaction of the City, that it exerted good faith efforts to obtain ACDBE participation to meet a contract-specific goal but was unable to obtain such participation. In either such event, there will be no Schedule B, C or D attached to these Special Conditions.

If there is ACDBE participation in the form of a joint venture member, the attached Schedule B sets forth the essential terms of that joint venture participation, including a representation as to the value of the ACDBE's activities in operating the concession as a percentage of gross revenues, and a copy of the joint venture agreement is attached to Schedule B. If there is ACDBE participation in the form of ACDBE(s) acting as sublicensee(s) or subcontractor(s), it is documented in Schedules C and D. Schedule(s) C is the commitment by the ACDBE(s) to participate by providing the goods or services indicated, and Schedule D is the commitment by the non-ACDBE to such participation by the ACDBE(s).

B. CHANGES IN ACDBE PARTICIPATION

Arbitrary changes by the Tenant in its ACDBE Commitment are prohibited. Further, after entering into a joint venture agreement, sublicense or subcontract (collectively, "ACDBE agreement") with each approved ACDBE, Tenant and each ACDBE must thereafter neither terminate the ACDBE agreement, reduce the scope of the ACDBE's participation in the concession, nor decrease the compensation to the ACDBE, as applicable, without in each instance receiving the prior written approval of the City. Tenant must promptly notify the Commissioner of any proposed change in an ACDBE agreement and submit a copy of the proposed amendment to the ACDBE agreement. In any event, the collective participation of the previously approved ACDBE(s) must either continue to contribute to the concession at least the value of the ACDBE Commitment, as stated in terms of a percentage of gross revenues, or substitute or additional ACDBE(s) must be retained by Tenant pursuant to (D) below to maintain the ACDBE Commitment,

**SPECIAL CONDITIONS REGARDING
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT**

except as provided in (C) below. Failure to comply with the ACDBE Commitment is an event of default under the Agreement. If the proposed change in ACDBE participation is approved by the City, Tenant and ACDBE(s) must complete revised Schedules B, C or D, as applicable.

C. INVOLUNTARY CHANGES IN ACDBE PARTICIPATION

1. In the event that it appears that Tenant will not comply with its ACDBE Commitment because: (i) an ACDBE has defaulted in its performance under the ACDBE agreement through no fault of Tenant, (ii) an ACDBE is decertified by the Illinois UCP through no fault of Tenant and the ACDBE's participation can no longer be counted, (iii) the ACDBE's certified area of specialty has been changed through no fault of Tenant and the ACDBE's participation can no longer be counted, or (iv) an ACDBE is otherwise unable or unwilling to perform its obligations through no fault of Tenant, then Tenant must promptly notify the City, specifying one or more of the foregoing reasons as the cause for potential non-compliance with the ACDBE Commitment. If the City concurs with the specified reason, Tenant shall use good faith efforts as described in Section VI below to replace the ACDBE's participation with participation by another ACDBE. As provided in Section VI, Tenant must demonstrate those good faith efforts to the satisfaction of the Commissioner. In the event that Tenant wishes to replace an ACDBE or reduce an ACDBE's participation for reasons other than the foregoing, Tenant must replace the ACDBE's participation with participation by an ACDBE that is acceptable to the City so that total ACDBE participation meets or exceeds the ACDBE Commitment, and Tenant's good faith efforts to do so are not sufficient. Failure to comply with the foregoing shall be an event of default under the Agreement.
2. Tenant's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A replacement firm has been recruited to perform the same function under terms more advantageous to the Tenant; issues about performance by the committed ACDBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and an ACDBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

D. ACDBE SUBSTITUTION AND ADDITIONAL ACDBEs

If Tenant identifies a substitute, replacement or additional ACDBE for the City's approval, Tenant's request for approval shall include the name, address, and principal official of the proposed ACDBE; the nature and essential terms of the ACDBE agreement under which the ACDBE will participate; and a letter of intent signed by Tenant and the ACDBE to enter into such an ACDBE agreement upon approval by the

**SPECIAL CONDITIONS REGARDING
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT**

City. Tenant must provide such other affidavits and documents as the City may request to evaluate the request. The City will evaluate and respond to the submitted documentation within fifteen working days after the submittal of a complete request. The response may be in the form of approving the request, requiring more information, or requiring an interview.

Actual use of a substitute, replacement or additional ACDBE should not be made by Tenant before City approval is given. An ACDBE agreement between Tenant and the ACDBE must be executed within the time specified by the City, and a fully executed copy of the ACDBE agreement must be submitted immediately to the City.

E. AGREEMENT EXTENSIONS, ASSIGNMENTS AND SUBLEASES

If the Agreement contains a term extension or if the Tenant proposes an assignment or sublease of the Agreement, as a condition precedent to the City's consent to such extension, assignment or sublease, the City and Tenant will revisit and possibly adjust the Tenant's ACDBE Commitment to reflect any possible change in ACDBE availability and to ensure compliance with Part 23 as it may have been amended in the interim. Tenant will be required to provide amended Schedules D, B, or C, along with amended ACDBE agreements, to reflect any required changes to the ACDBE Commitment or provide documentation of good faith efforts to achieve increased ACDBE participation.

IV. COUNTING ACDBE PARTICIPATION

A. NON-RENTAL CAR CONCESSIONS

In order for their participation in the concession to be counted and reported to the FAA, ACDBEs must perform a commercially useful function, as defined in 49 CFR § 23.55(a). The work performed or gross receipts earned by a firm after its ACDBE eligibility has been removed are not counted, except as provided in 49 CFR § 23.55(j). Costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the "buildout") are not counted. Otherwise, ACDBE participation in non-rental car concessions is counted as follows:

1. Tenant is an ACDBE. When Tenant is an ACDBE or a joint venture consisting only of ACDBEs, the gross receipts earned by Tenant are counted. Gross receipts attributable to a non-ACDBE sublicensee of Tenant are not counted.
2. Separate locations. When an ACDBE performs as a sublicensee to Tenant with its own concession location or when Tenant is a joint venture which includes a non-ACDBE and in which an ACDBE operates its own separate location, the gross receipts earned by the ACDBE at its separate location are counted. The ACDBE location must be independently operated by the ACDBE as evidenced by the ACDBE's responsibility for all aspects of the management and operation of

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the location. Gross receipts attributable to a non-ACDBE sublicensee of the ACDBE are not counted.

3. Joint venture, no separate locations. When Tenant is a joint venture with an ACDBE participant and the ACDBE jointly participates with a non-ACDBE in the operation of all locations, only the portion of the Tenant's gross receipts attributable to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces is counted. When the City has reason to doubt the extent of an ACDBE joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the City may require Tenant to submit evidence to substantiate the value of the ACDBE's contribution. If the Tenant fails to submit satisfactory evidence, it is an event of default under the Agreement.
4. Subcontractor participation. When an ACDBE provides, as a subcontractor to Tenant, goods or services for operation of the concession, the amounts paid to the ACDBE are counted as provided below. However, if the ACDBE enters into a subcontract with a non-ACDBE to provide the goods or services, the amounts paid to the non-ACDBE are not counted.
 - a. The entire amount of fees or commissions charged by an ACDBE firm for a *bona fide* service, provided that the City determines this amount to be reasonable and not excessive as compared with fees customarily paid for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
 - b. The entire amount of the cost of goods obtained from an ACDBE manufacturer, as provided in 49 CFR § 23.55(f).
 - c. The entire amount of the cost of goods purchased or leased from a ACDBE regular dealer, as provided in 49 CFR § 23.55(g).
 - d. For goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer, the amount of reasonable fees, commissions, or delivery charges earned by the ACDBE, as provided in 49 CFR § 23.55(h).

B. RENTAL CAR CONCESSIONS

If Tenant is a rental car company, ACDBE participation counts in accordance with the provisions of 49 CFR §23.53. Goods and services will be counted in accordance with the following:

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1. The entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services; and further provided that any portion of a fee paid by a manufacturer to an ACDBE car dealership for reimbursement of work performed under the manufacturer's warranty is excluded;
2. The entire amount of the fee or commission charged by an ACDBE to manage a car rental concession under an agreement with the Tenant, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
3. For other goods and services, ACDBE participation counts as provided in 49 CFR §26.55 and §23.55. In the event of any conflict between these two sections, §23.55 controls.
4. If a rental car company has a national or regional contract with an ACDBE, it may count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract as provided in §23.55(f).

Rental car companies may also count ACDBE direct participation through direct ownership arrangements, but such arrangements are not required.

V. CERTIFICATION, RECORDS, REPORTS AND MONITORING

A. CERTIFICATION

Copies of letters of certification from a member of the Illinois UCP for each ACDBE that is part of Tenant's ACDBE Commitment are attached to their respective Schedule C or Schedule B. All letters of certification issued by the City of Chicago include a statement of the ACDBE firm's area of specialization.

Each ACDBE must promptly notify Tenant if there is any change in the ACDBE's certification status. Tenant, in turn, must notify Commissioner of any change in an ACDBE's certification status and provide a copy of any correspondence from the certifying agency regarding the status of an ACDBE's certification.

The ACDBE's scope of work, as detailed by Schedule B, C or D, must conform to its stated area of specialization. If, during the course of this Agreement, Tenant proposes to amend Schedules B, C or D so that an ACDBE performs additional work or supplies additional goods, materials or services not covered by its area of certification, the ACDBE must request an extension of its certification for such work, goods, materials or services in order to count toward the ACDBE's participation in the concession. The request to expand the scope of the ACDBE's certification, together with all documentation required by the City to process that request, must be received by the City

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at least 60 days in advance of the proposed date to perform such additional work or supply such additional goods, materials or services .

B. RECORDKEEPING

The Tenant must maintain records of all relevant data with respect to the utilization of ACDBEs, retaining these records for a period of at least three years after termination or expiration of the Agreement. Tenant grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. Department of Justice, or their duly authorized representatives.

C. REPORTING

Tenant must file ACDBE utilization reports (monthly if non-rental car and quarterly if rental car), together with its concession license fee payment, delineating for the month or quarter, as applicable, and cumulatively for the year-to-date: (i) contribution by ACDBE joint venture member(s) or sublicensee(s) to Tenant's gross receipts and (ii) payments to ACDBE subcontractor(s). Each ACDBE utilization report must be signed by an authorized officer or representative of the Tenant and be notarized.

D. MONITORING

The City will, from time to time during the term of the Agreement, conduct investigations and interviews to monitor and verify that ACDBE participation in the concession meets or exceeds the ACDBE Commitment. Tenant must give, upon request, earnest and prompt cooperation to the City in submitting to inspections and interviews, in allowing entry to places of business, in providing further documentation, and in requiring the cooperation of its ACDBEs.

If the City determines that an ACDBE's actual role or responsibilities do not comply with the representations made by Tenant and the ACDBE in Schedules B, C or D, or that Tenant and/or ACDBE have misrepresented to the City either the payments to the ACDBE or the value of the ACDBE's participation in a joint venture, it shall be an event of default under the Agreement.

VI. GOOD FAITH EFFORTS

A. EXAMPLES

Examples of "good faith efforts" are described below and in 49 CFR § 23.25, 49 CFR §26.53, and Appendix A to 49 CFR Part 26. As provided in § 23.25, §26.53 and Appendix A to 49 C.F.R. Part 26, the following are examples of documented actions that the City may take into consideration in determining whether Tenant made good faith efforts:

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1. Soliciting through all reasonable and available means (e.g., advertising and/or written notices) the interest of all certified ACDBEs who have the capability to perform work or services or to supply goods relevant to the concession. Tenant must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. Tenant must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Soliciting the work, services or goods in portions that increase the likelihood that an ACDBE can perform the work or services or provide the goods. This includes, when appropriate, breaking out contract items into economically feasible units to facilitate ACDBE participation, even when the concessionaire might otherwise prefer to perform these work items with its own forces.
3. Providing interested ACDBEs with adequate information about the operations, management and requirements of the concession in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested ACDBEs. Evidence of such negotiation includes the names, addresses and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the opportunities selected for possible ACDBE participation; and evidence as to why agreement could not be reached for ACDBEs to perform the work.

NOTE: A concessionaire using good business judgment would consider a number of factors in negotiating with potential business partners or subcontractors, including ACDBEs, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a failure to meet the ACDBE Commitment, as long as such costs are reasonable. Concessionaires are not, however, required to accept higher quotes from ACDBEs if the price difference in comparison to non-ACDBEs, is excessive or unreasonable.

5. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The ACDBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for rejection.
6. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance as required by the City or Tenant.
7. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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8. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

B. DOCUMENTATION

Whenever Tenant is required to demonstrate good faith efforts by Part 23 or these Special Conditions, Tenant must provide supporting documentation to the satisfaction of the Commissioner. This means documentation to show that Tenant took all necessary and reasonable steps which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain compliance, even if not fully successful. The following types of documentation, as applicable to the situation, will be considered by the City in determining whether Tenant has made good faith efforts:

1. A listing of all ACDBE firms that were contacted that includes:
 - a. names, address and telephone numbers of ACDBE firms contacted;
 - b. date and time of contact;
 - c. method of contact (written, telephone, transmittal of facsimile documents, etc.);
 - d. name of the person contacted.
2. Copies of letters or any other evidence of mailing that substantiates outreach to ACDBE vendors that include:
 - a. concession identification and location;
 - b. descriptions/classification/commodity of work, services or goods for which quotations were sought; and
 - c. date, time and location for submittal of bids or proposals.
3. Detailed statement which summarizes direct negotiations with appropriate ACDBE firms and indicates why negotiations were unsuccessful.
4. Affirmation that good faith efforts have been demonstrated by choosing opportunities likely to be performed by ACDBEs by not imposing any limiting conditions which were not mandatory for all potential bidders/proposers; or denying the benefits ordinarily conferred for the type of opportunity that was solicited.

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5. Copies of proposed portions of the work, services or goods to be performed or provided by ACDBEs in order to increase the likelihood of ACDBE participation.
6. Evidence that Tenant negotiated in good faith with interested ACDBEs.
7. Evidence that Tenant did not reject ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Evidence that Tenant made efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance, as required by the City or the concessionaire.
9. Evidence that Tenant made efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. Evidence that Tenant has provided timely notice of the opportunity to at least 50 percent of the applicable ACDBEs listed in the Illinois UCP Directory. The City may contact the ACDBEs identified by Tenant for verification of such notification.
11. Evidence that ACDBE participation is excessively costly. ACDBE participation will be deemed excessively costly when the ACDBE bid or proposal exceeds the average price quoted by others by more than 15 percent. In order to establish that a ACDBE's quote is excessively costly, Tenant must provide the following information:
 - a. A detailed statement of the opportunity identified for ACDBE participation for which Tenant asserts the ACDBE quote(s) were excessively costly (in excess of 15 percent higher).
 - b. A listing of all potential business partners or subcontractors contacted for a quotation on that opportunity.
 - c. Prices quoted by all such potential business partners or subcontractors for that opportunity.
 - d. Other documentation that demonstrates to the satisfaction of the City that the ACDBE quotes are excessively costly, even though not in excess of 15 percent higher than the average price quoted.

C. ADMINISTRATIVE RECONSIDERATION

1. For the purposes of this Agreement, the City has delegated the responsibility for making the determination regarding a Tenant's good faith efforts to the

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Department of Aviation. The determination shall be based upon the Department's review of the documentation that the Tenant has timely submitted. Within five days of being informed by the Department that Tenant has not documented sufficient good faith efforts, Tenant may request administrative reconsideration. The request must be made in writing to the following official:

Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Commissioner

NOTE: The Commissioner may not have played any role in the original determination that the Tenant did not make or timely document sufficient good faith efforts. The Commissioner may appoint a reconsideration officer, who did not play any role in the original determination, to act in his or her stead.

with copies to:

Department of Procurement Services
City Hall, Room 403
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner for Concessions

Department of Law
30 North LaSalle Street, Room 900
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel, Aviation

2. As part of this reconsideration, the Tenant will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts. The Tenant will have the opportunity to meet in person with the reconsideration officer to discuss whether it did so. The Department will send the Tenant a written decision on reconsideration, explaining the basis for finding that the Tenant did or did not make adequate good faith efforts.

VII. NON-COMPLIANCE AND DAMAGES

**SPECIAL CONDITIONS REGARDING
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A. NON-COMPLIANCE GENERALLY

Tenant's failure to comply with these Special Conditions constitutes a material breach of the Agreement and entitles the City to declare an event of default. If Tenant fails to cure the default within the time allowed under the default provisions of the Agreement, the City may exercise those remedies provided for in the Agreement, at law or in equity, including termination of the Agreement. In addition to any remedies specified in the Agreement, at the City's option the term of this Agreement will become month-to-month until the City locates a new Tenant. At the City's option, any improvements added by Tenant must remain for the new tenant at no cost to the City or the new tenant.

B. NON-COMPLIANCE WITH ACDBE AGREEMENT

If Tenant has not complied with the requirements of an ACDBE agreement, the affected ACDBE may seek to recover from Tenant damages suffered by the ACDBEs as a result of such non-compliance. Such disputes may impact the quality of concessions at the City's airports and/or the ability of other airport tenants to solicit ACDBE participation. Therefore, Tenant consents to have any disputes between Tenant and affected ACDBEs resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by the prevailing party in accordance with any applicable regulations. This provision is intended for the benefit of all ACDBEs affected by Tenant's failure to comply with ACDBE agreements and grants ACDBEs specific third party beneficiary rights. In cases deemed appropriate by the City, a dispute may lead to the withholding of sums that the City may owe Tenant until the City receives a copy of the final arbitration decision, but in no event will Tenant be excused from making any payments due to the City during the pendency of a dispute. Noncompliance or non-cooperation with the City may affect continued eligibility to enter into future contracting arrangements with the City.



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

September 8, 2009

Katrina Markoff
Vosges, Ltd.
2211 North Elston, Suite 203
Chicago, Illinois 60614

Annual Affidavit Certificate Expires: September 1, 2010
Vendor Number: [REDACTED]

09-28-09 10:07 IN

Dear Ms. Markoff:

We are pleased to inform you that **Vosges, Ltd.** has been certified as an Airport Concession Disadvantaged Business Enterprise (ACDBE) by the City of Chicago in accordance with **49 CFR Part 23**. This ACDBE certification is valid until **September 2014**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2010**. This certification is effective on the date of this letter.

As a condition of continued certification during this five-year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the Illinois Unified Certification Program (ILUCP) Directory of Disadvantaged Business Enterprises in the specialty area(s) of:

Chocolate Manufacturing and Retail

Your firm's participation on City contracts will be credited only toward ACDBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward ACDBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Airport Concession Disadvantaged Business Enterprise Program.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



RETAIL CONCESSION LEASE AGREEMENT
VOSGES, LTD.

EXHIBIT 10
ECONOMIC DISCLOSURE STATEMENT(S) AND AFFIDAVIT(S)

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Vosges Ltd

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

2211 N. Elston Ste 203
Chicago, IL 60614

C. Telephone:

435-0085

Fax:

773-777-7917

Email:

Katrina@vosgeschocolat
com

D. Name of contact person:

Katrina Markoff

E. Federal Employer Identification No. (if you have one):



F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Airport Retail Concessions

G. Which City agency or department is requesting this EDS?

Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| ☐ Person | ☐ Limited liability company* |
| ☐ Publicly registered business corporation | ☐ Limited liability partnership* |
| ☒ Privately held business corporation | ☐ Joint venture* |
| ☐ Sole proprietorship | ☐ Not-for-profit corporation |
| ☐ General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| ☐ Limited partnership* | ☐ Yes ☐ No |
| ☐ Trust | ☐ Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes

☐ No

☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
<u>Kathina Markoff</u>	<u>CEO/President</u>

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
N/A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Vosges Holdings, Ltd	2211 N. Elston	St 203 Chicago, IL 60641 100

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

☒ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes

☒ No

☐ No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes

☐ No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is



☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

☒ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

☐ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII-- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Katrina Markoff
(Print or type name of Disclosing Party)

Date: 10/5/09

By:

[Signature]
(sign here)

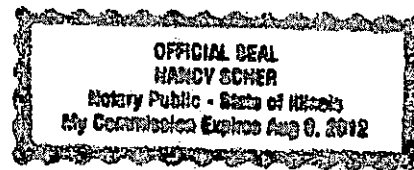
Katrina Markoff
(Print or type name of person signing)

CEO/President
(Print or type title of person signing)

Signed and sworn to before me on (date) October 5, 2009, by Nancy Scher,
at COOK County, ILLINOIS (state).

Nancy Scher Notary Public.

Commission expires: Aug 8, 2012



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a if applicable:

Vosges Holdings, Ltd

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant
OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: Vosges Ltd.
OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

2211 N. Elston Ste 203
Chicago, IL 60614

C. Telephone: 773 435 0025 Fax: 773 772 7917 Email: Katrina@vosgescholdate.com

D. Name of contact person: KATRINA MARKOFF

E. Federal Employer Identification No. (if you have one):



F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Airport Retail Concession

G. Which City agency or department is requesting this EDS? Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY.

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| ☐ Person | ☐ Limited liability company* |
| ☐ Publicly registered business corporation | ☐ Limited liability partnership* |
| ☒ Privately held business corporation | ☐ Joint venture* |
| ☐ Sole proprietorship | ☐ Not-for-profit corporation |
| ☐ General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| ☐ Limited partnership* | ☐ Yes ☐ No |
| ☐ Trust | ☐ Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes

☐ No

☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Karina Markoff

Title

CEO/President

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name

Business Address

Percentage Interest in the
Disclosing Party

Katrina Markoff 2211 N Elston St Chicago, IL 60614 100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☐ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis; or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

☒ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes

☒ No

☐ No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes

☐ No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is



☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

☒ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

☐ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Katrina Markoff
(Print or type name of Disclosing Party)

Date: 10/5/9

By:

[Signature]
(sign here)

KATRINA MARKOFF
(Print or type name of person signing)

CEO / President
(Print or type title of person signing)

Signed and sworn to before me on (date) October 6, 2009, by Nancy Scher,
at Cook County, ILLINOIS (state).

Nancy Scher Notary Public.

Commission expires: August 8, 2012.

