

EXHIBIT A

FORM OF SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS ACCESS SYSTEM

This SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS ACCESS SYSTEM (this “*Amendment*”) dated ____, 2023 (the “*Amendment Date*”), is by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under the Constitution of the State of Illinois (the “*City*”), and Chicago Concourse Development Group, LLC, a Delaware limited liability company (“*Licensee*”). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the City and Licensee previously entered into that certain License Agreement for Wireless Communications Access System (the “*Original Agreement*”), effective as of November 17, 2005, pursuant to which Licensee is granted a license at Chicago O’Hare International Airport and Chicago Midway International Airport (the “*Airports*”) to, among other things, construct, install, maintain and operate a wireless communication access system and to use such system to provide communication services; and

WHEREAS, on May 20, 2020, the City Council of the City (“*City Council*”) approved an ordinance titled Provision of COVID-19 Related Relief for Chicago O’Hare and Midway International Airports Concessionaires (Journal of the Proceedings of the City Council of the City of Chicago, Illinois, May 20, 2020, pages 16956–16959) (the “*2020 Ordinance*”), enabling the Commissioner of the Chicago Department of Aviation (the “*Commissioner*”), to provide certain relief to airport concessionaires, including extending the term of existing airport concessions agreements; and

WHEREAS, pursuant to the 2020 Ordinance, the City and Licensee have previously entered into that certain Amendment and Modification to Concession Agreement for COVID-19 Relief, effective as of May 9, 2022 (the “*First Amendment*” and, together with Original Agreement and any prior amendment, supplement or modification thereto, the “*Agreement*”), to, among other things, extend the term of the Agreement to March 31, 2023; and

WHEREAS, pursuant to Section 3.3 of the Agreement, Licensee currently operates the license on a month-to-month basis under the same terms and conditions as the Agreement; and

WHEREAS, on _____, 2023, City Council approved an ordinance titled _____ (Journal of the Proceedings of the City of Chicago, Illinois, _____, 2023, pages _____) (the “*2023 Ordinance*”), enabling the Commissioner to amend the existing Agreement, to extend the term of such concession agreement; and

WHEREAS, pursuant to the 2023 Ordinance, the City and the Licensee desire to execute this Amendment to the Agreement to extend the term of the Agreement; and

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

1.01 The Term of the Agreement shall be and is hereby modified and extended such that said Term began on Commencement Date and will expire at 11:59 p.m. (Chicago time) on _____, 20__ (the "Term"). All terms and provisions of the Agreement shall be applicable during the Term as extended by this Amendment, and unless context otherwise specifically requires, all references in the Agreement to "Term" shall include the Term as modified by this Amendment.

1.02 A new Section 7.18 is hereby added the Agreement and shall read as follows:

7.18 Firearms at the Airport. Except for authorized members of the Chicago Department of Police and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's access to restricted areas of O'Hare and Midway International Airports.

SECTION 2. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

This Amendment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set

forth herein. There have been no additional oral or written representations of agreements. Except as expressly provided herein, the provisions of the Agreement remain unmodified and in full force and effect.

Neither party shall charge any official, employee or agent of the other party personally with any liability or expenses of defense or hold any official, employee or agent of such other party personally liable to them under any term or provision of this Amendment or because of such party's execution, attempted execution or any breach of this Amendment.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

CHICAGO CONCOURSE DEVELOPMENT GROUP,
LLC

By: _____
Chief Financial Officer

CITY OF CHICAGO

By: _____
Commissioner of Aviation

Date: _____