

EXHIBIT 10

Attorney No. 23414

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

THE CITY OF CHICAGO, a municipal
corporation,

Plaintiff-Counterdefendant,

vs.

MARSHALL KORSHAK, et al.,

Defendant-Counterplaintiffs.

No. 87 CH 10134

MARTIN RYAN, WALTER RUCINSKI,
BERNARD McKAY, JOSEPH COGLIANESE,
LOUIS EISEN, BERNARD HOGAN, PATRICIA
DARCY, SYLVIA WALSH, AND KATHERINE
DOYLE,

Intervenors.

AGREED ORDER

This cause coming to be heard for entry of an Agreed Order implementing the terms of a certain settlement entered into by the City of Chicago ("the City") and the co-trustees of the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, Firemen's Annuity and Benefit Fund of Chicago, and the Policemen's Annuity and Benefit Fund of Chicago ("the Funds") and all parties having been given due notice and the Court being fully advised in the premises, now, therefore,

THE COURT HEREBY FINDS:

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1. On August 23, 1989, the Governor signed into law Senate Bill 95 as Public Act 86-273, codified in part at Sections 5-167.5, 6-164.2, 8-164.1 and 11-160.1. Those portions of Public Act 86-273 are hereby expressly incorporated by reference. This Agreed Order is intended to supplement those provisions of Public Act 86-273 and, unless otherwise indicated, pertains only to the period ending December 31, 1997.

Pursuant to the agreement of the City and the Funds,

IT IS HEREBY ORDERED:

A. The City and the Funds shall each pay their own internal costs of administering the annuitants' medical benefits plan. The City shall pay 50% of the claims billed by Blue Cross, Banker's Life and Home Pharmacy and all of the administrative costs charged by Banker's Life and Home Pharmacy.

B. The City shall advise the Funds of all proposed premium increases for health care at least 90 days prior to the effective date of such change. Any such increase shall be prospective only.

C. Any premiums to be charged the annuitants shall be uniform among the four Funds. Following the initial setting of premiums pursuant to this agreement, any increases shall not discriminate between retired employees and widows in setting premiums, or on the basis of age or claim experience.

D. If the City offers more than one plan, an annuitant may elect to convert coverage from one City plan to another, during times designated by the City which shall occur at least annually. There shall be no limit on the number of times an annuitant may convert coverage. If an annuitant leaves or fails to enroll in a City plan, he or she may later enroll in a City plan under the same terms and conditions which existed prior to implementation of this agreement.

E. The City agrees that its health care plan administrators, Blue Cross, Bankers, and Home Pharmacy, will be directed to continue their ordinary practices regarding the processing of claims. For example, the City will not permit or direct annuitants' claims to be backlogged so as to result in a disproportionate amount of claims being processed during 1990.

F. The City agrees that any actuary hired by the Funds will be provided the same data as the independent actuary and will have the right to consult with the independent actuary concerning the premiums to be charged annuitants.

G. The City agrees that it will be responsible for notifying the annuitants of any increased health benefits premiums.

H. The City shall not pursue its right of appeal from this Court's Order of May 16, 1988, dismissing its Complaint with prejudice, without prejudice to its rights to seek whatever relief may seem appropriate at the conclusion of the ten year period covered by the parties' agreement as embodied herein.

I. The Funds shall dismiss their pending counterclaims without prejudice to their rights to seek whatever relief may seem appropriate at the conclusion of the ten year period covered by the parties' agreement as embodied herein.

J. The parties agree to negotiate in good faith toward achieving a permanent resolution of this dispute on or before December 31, 1997. Failing agreement, the parties shall be restored to the same legal status which existed as of October 19, 1987, with the exception that the City agrees not to pursue any claim for past amounts allegedly due it for the costs of annuitants' health benefits incurred prior to March of 1990. The Funds,

intervenor or any annuitant may contend that the City is obligated to provide and pay for the health care benefits of its retired employees and their dependents to the extent that such cost exceeds the premiums which went into effect in April of 1982. Similarly, the City may contend, as it did in the trial of this case, that it has no obligation to provide or pay for health care benefits for its retired employees or their dependents.

K. Within 60 days the City shall pay to the actuary firm of Donald F. Campbell the sum of \$7,698.65 for services rendered by the firm, at the City's request, in conjunction with the agreement embodied herein.

L. The Court otherwise reserves jurisdiction of this cause solely to enforce the terms of this Agreed Order.

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ENTER: _____

Policemen's Annuity & Benefit Fund
of Chicago

By: Katrina Ueberhuser
One of its Attorneys

AGREED TO:
The City of Chicago

By: Joseph A. Moore
One of its Attorneys

Firemen's Annuity & Benefit Fund
of Chicago

By: Martin J. Burns
One of its Attorneys

Municipal Employees', Officers' and
Officials' Annuity & Benefit Fund of
Chicago

By: William Marantz (by KV)
One of its Attorneys

Laborers' and Retirement Board
Employees' Annuity & Benefit
Fund of Chicago

By: Frederick Heiss by KV
One of its Attorneys