City of Chicago

O2020-3997

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/22/2020
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	Second Amendment to Phase I Lease, First Amendment to Phase II Lease, First Amendment to Fuel Farm Lease and Phase III Lease Agreement with Aero Chicago, Aero Distribution and Aero Chicago II for cargo facility operations at Chicago O'Hare International Airport
Committee(s) Assignment:	Committee on Aviation

ORDINANCE

WHEREAS, The City of Chicago ("City") is a home rule unit of government as defined in Article VII, §6(a) of the Illinois Constitution, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease its premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City is vested with authority to provide for the needs of aviation, commerce, shipping, and traveling to and around the Airport to promote and develop the Airport, and, in the exercise of such power, to lease City-owned properties at the Airport, upon such terms and conditions as the corporate authorities of the City shall prescribe; and

WHEREAS, The City and Aero Chicago, LLC, a Delaware limited liability company ("Aero Chicago"), previously executed and delivered that certain Aero Chicago, LLC Cargo Facility Phase I Lease dated August 8, 2012 (the "Phase I Lease"), which Phase I Lease provides, among other things, for a right for Aero Chicago to lease the Phase I Leased Premises (as defined therein) from the City in accordance with the provisions set forth therein, pursuant to an ordinance of the City adopted on June 28, 2012; and

WHEREAS, The City and Aero Chicago previously executed and delivered that certain First Amendment to the Phase I Lease, dated June 30, 2016, amending the Phase I Lease; and

WHEREAS, The City and Aero Chicago have determined that it is necessary to further amend the Phase I Lease and with a second amendment to the Phase I Lease (the "Second Amendment to the Phase I Lease") ; and

WHEREAS, The City and Aero Chicago desire to enter into a Second Amendment to the Phase I Lease substantially in the form attached hereto as Exhibit A; and

WHEREAS, The City and Aero Chicago previously entered into and delivered that certain Aero Chicago, LLC Cargo Facility Phase II Lease dated April 26, 2016 (the "Phase II Lease"), which Phase II Lease provides, among other things, for a right for Aero Chicago to lease the Phase II Leased Premises (as defined therein) from the City in accordance with the provisions set forth therein pursuant to an ordinance of the City adopted on June 28, 2012; and

WHEREAS, The City and Aero Chicago have determined that it is necessary to amend the Phase II Lease (the "First Amendment to the Phase II Lease"); and

WHEREAS, The City and Aero Chicago desire to enter into the First Amendment to Phase II Lease substantially in the form attached hereto as Exhibit B; and

WHEREAS, The City and Aero Chicago Distribution Infrastructure, LLC, a Delaware limited liability company ("Aero Distribution"), and an affiliate of Aero Chicago, previously executed and delivered that certain Northeast Quadrant O'Hare Airport Fuel Farm Lease dated

April 26, 2016 (the "Fuel Farm Lease") which Fuel Farm Lease provides, among other things, for a right for Aero Distribution to lease the Leased Premises (as defined therein) from the City in accordance with the provisions set forth therein pursuant to an ordinance of the City adopted on June 28, 2012; and

WHEREAS, The City and Aero Distribution have determined that it is necessary to amend the Fuel Farm Lease ("First Amendment to the Fuel Farm Lease"); and

WHEREAS, The City desires to enter into the First Amendment to Fuel Farm Lease with Aero Distribution substantially in the form attached hereto as Exhibit C; and

WHEREAS, The Phase I Lease, provides among other things, for a right of Aero Chicago to enter into an agreement to lease the Phase III Leased Premises (as defined in the Phase III Lease described and defined below) ("Phase III Lease"); and

WHEREAS, Aero Chicago has elected to lease the Phase III Leased Premises; and

WHEREAS, Aero Chicago, II ("Aero Chicago II"), a Delaware limited liability company, is an affiliate of Aero Chicago, and was formed to lease the Phase III Leased Premises and to construct and operate the improvements; and

WHEREAS, The City desires to enter into a Cargo Facility Phase III Lease ("Phase III Lease") with Aero Chicago II substantially in the form attached hereto as Exhibit D; now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor or the mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Chicago Department of Aviation ("Commissioner") and the approval of the Corporation Counsel as to form and legality, the Second Amendment to the Phase I Lease, substantially in the form attached hereto as Exhibit A.

SECTION 3. The Mayor or the mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner and the approval of the Corporation Counsel as to form and legality, the First Amendment to the Phase II Lease, substantially in the form attached hereto as Exhibit B.

SECTION 4. The Mayor or the mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner and the approval of the Corporation Counsel as to form and legality, the First Amendment to the Fuel Farm Lease, substantially in the form attached

hereto as Exhibit C.

SECTION 5. The Mayor or the mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner and the approval of the Corporation Counsel as to form and legality, the Phase III Lease, substantially in the form attached hereto as Exhibit D.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be in full force and effect from the date of its passage and approval.

EXHIBIT A

SECOND AMENDMENT TO AERO CHICAGO, LLC PHASE I CARGO FACILITY LEASE

Dated: _____, 2020

BETWEEN

CITY OF CHICAGO

AND

AERO CHICAGO, LLC

AERO CHICAGO, LLC PHASE I CARGO FACILITY LEASE
CHICAGO O'HARE INTERNATIONAL AIRPORT

SECOND AMENDMENT TO AERO CHICAGO, LLC PHASE I CARGO FACILITY LEASE

THIS AMENDMENT TO AERO CHICAGO, LLC PHASE I CARGO FACILITY LEASE is dated as of this _____day of _____, 2020 (this *"Amendment" or "Agreement"*), by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, as lessor under this Lease (herein referred to as the "*City*" or the *"Landlord"*), and AERO CHICAGO, LLC, a Delaware limited liability company, as lessee under this Lease (herein referred to as the *"Tenant"*).

RECITALS:

WHEREAS, the City is a municipality and a home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois, and, in accordance with the provisions of Section 6(a) of the 1970 Constitution of the State of Illinois, is authorized to enter into a lease agreement with respect to facilities used for the receiving and storing of cargo being transported at Chicago O'Hare International Airport (the *"Airport"*) upon the terms and conditions the City considers advisable;

WHEREAS, the City has the authority to lease facilities and to grant rights and privileges with respect to the Airport;

WHEREAS, the City and the Tenant previously executed and delivered that certain Aero Chicago, LLC Phase I Cargo Facility Lease dated August 8, 2012 (the "*Original Phase I Lease*"), which Original Phase I Lease provides, among other things, for a right for the Tenant to lease the Phase I Leased Premises (as defined herein) from the City in accordance with the provisions set forth therein;

WHEREAS, pursuant to an Ordinance of the City, adopted June 28, 2012 (the "*Ordinance*"), the City authorized the execution and delivery of the Original Phase I Lease as an indivisible and non-severable agreement between the City and the Tenant, and the execution and delivery of certain related agreements;

WHEREAS, the City and the Tenant also previously executed and delivered that certain Amendment to Aero Chicago, LLC Phase I Cargo Facility Lease dated June 30, 2016 amending the Original Phase I Lease (the "*First Amendment to the Phase I Lease,*" (the Original Phase I Lease, as amended by the First Amendment to Phase I Lease and as amended by this Amendment is herein referred to as the "*Amended Lease*");

WHEREAS, the City and the Tenant have determined that it is necessary to further amend the Original Phase I Lease for the purposes as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the City and the Tenant, each binding itself, its successors and assigns, do mutually promise, covenant and agree to amend and modify the Original Phase I Lease as follows (*provided* that, in the performance of the agreements of the City herein contained, any obligation it may incur for the payment of money shall not constitute an indebtedness or other liability of the State or of a political subdivision of the State, except the City):

Section 1. Amendments to Definitions in Section 1.1 of the Original Phase I Lease. Section 1.1 of the Original Phase I Lease is hereby amended as follows:

(a) The term "Phase III Lease" is hereby amended in its entirety to read as follows:

"*Phase III Lease*" shall mean that certain Aero Chicago II, LLC Cargo Facility Phase III Lease dated as of _____, 2020 between the City, as lessor thereunder, and Aero Chicago II, LLC, as lessee thereunder, as such Phase III Lease may be amended from time to time.

(b) The terms "*Phase III Base Rent*" is hereby amended in its entirety to read as follows:

"*Phase III Base Rent*" is defined in the Phase III Lease.

(c) The term "*Phase III Term*" is hereby amended in in its entirety to read as follows:

"*Phase III Term*" is defined in the Phase III Lease.

(d) The term "*Utilities*" is hereby amended in in its entirety to read as follows:

"Utilities" shall mean electricity, gas, water, sanitary sewer and telephone, telecommunications and other data services available to the Leased Premises.

(e) Each of the following terms are hereby deleted the following terms from the Original Phase I Lease: "Phase III Maintenance Rent," "Phase III Maintenance Rent Commencement Date," "Phase III Base Rent Commencement Date," "Phase III Election Notice," "Phase III Election Deadline," "Phase III Construction Period," and "Phase III Termination Date."

Section 2. Deletion of References to Phase III Maintenance Rent, Phase III Base Rent and Phase III Lease. Section 4.4 of the Original Phase I Lease is hereby amended to delete in its entirety such section as originally set forth in the Original Phase I Lease and to replace it with the following:

Section 4.4. [Intentionally Omitted].

Section 3. Base Rent. Exhibit B-2 to the Original Lease is hereby amended as follows:

(a) *Amendments to Paragraph 1 of Exhibit B-2 of the Original Lease.* The City and the Tenant agree that the second and third grammatical paragraphs of Paragraph 1 of Exhibit B-2 of the Original Lease are hereby amended to delete such paragraphs in their entirety.

(b) *Amendments to Paragraph 2(a) of Exhibit B-2 of the Original Lease..* The City and the Tenant agree that Paragraph 2(a) of Exhibit B-2 of the Original Lease is hereby amended to delete such paragraph in its entirety and to replace it with the following:

2(a) During the Term, the annual Base Rent shall be increased on the first (1st) day of June immediately following the date when the Chicago City Council approves this Amendment and on the first (1st) day of June thereafter during the Term (collectively referred to herein as the "*Adjustment Dates*" and each a "*Base Rent Adjustment Date*"). On each Base Rent Adjustment Date, Base Rent shall be increased and shall be an amount equal to the amount of annual Base Rent due and payable under this Lease for the twelve (12) month period immediately preceding the subject Base Rent Adjustment Date, plus an amount equal to three percent (3%) of the "First Base Year Rent Amount." The term "First Base Rent Year Amount" is defined under this Lease as the PRODUCT of the following:

(Amount of the First Full Monthly Base Rent Initially Due and Payable Under this Lease)

X

(Twelve (12) Months)

When calculating the increase in Base Rent on each Base Rent Adjustment Date, the amount of such increase shall be rounded up to the nearest whole cent ($.01); provided that, in no event shall the new annual Base Rent payable commencing on a Base Rent Adjustment Date be less than the amount of annual Base Rent payable by the Tenant for the one (1) year period preceding the Base Rent Adjustment Date.

(c) *Amendments to Paragraph 2(c) of Exhibit B-2 of the Original Lease.* The City and the Tenant agree that Paragraph 2(c) of Exhibit B-2 of the Original Lease is hereby amended to delete such paragraph in its entirety.

(d) *Amendments to Paragraph 3 of Exhibit B-2 of the Original Lease.* The City and the Tenant agree that Paragraph 3 of Exhibit B-2 of the Original Lease is hereby amended to delete such paragraph in its entirety.

(e) *Amendments to Paragraph 4 of Exhibit B-2 of the Original Lease.* The City and the Tenant agree that Paragraph 4 of Exhibit B-2 of the Original Lease is hereby amended to delete such paragraph in its entirety.

Section 4. Continuing Validity. Except as expressly amended by this Amendment, the terms and provisions of the Original Phase I Lease and the First Amendment to Phase I Lease, as amended hereby, are hereby ratified and reaffirmed by the Tenant and the City, and shall continue in full force and effect. The Tenant and the City agree that the Original Phase I Lease and the First Amendment to Phase I Lease, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

Section 5. Representations and Warranties. The Tenant represents and warrants to the City as follows:

(a) All of the representations and warranties of the Tenant set forth in the Original Phase I Lease and the First Amendment to Phase I Lease remain in full force and effect as if made on the date of this Amendment; no event of default under the Amended Lease has occurred and is continuing; the Amended Lease may be enforced in accordance with its terms by the City against the Tenant; and the Tenant claims no defense or counterclaim against the City in connection with the enforcement of the Amended Lease and has no claim against the Lender.

(b) All of the statements of fact set forth in the "Recitals" herein above are true and correct.

(c) The Tenant has full power and authority to execute and execute this Amendment; the Tenant has full power and authority to perform this Amendment, the Amended Lease, and any other documents and agreements executed and delivered with this Amendment and the Amended Lease. This Amendment, the Amended Lease and any other documents and agreements executed and delivered with this Amendment and the Amended Lease are the legal and binding obligations of the Tenant enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

(d) No litigation, investigation or governmental proceeding is pending or, to the knowledge of the Tenant, threatened against or affecting the Tenant in any way.

(e) The execution, delivery and performance of this Amendment and the consummation of the transactions hereby contemplated will not conflict with any law, statute or regulation to which the Tenant is subject or any judgment, license, order or permit applicable to the Tenant or any indenture, mortgage, deed of trust or other instrument to which the Tenant is subject; and no consent, approval, authorization or order of any court, governmental authority or other person is required in connection with the execution, delivery or performance of this Amendment by the Tenant.

Section 6. Miscellaneous.

(a) Time. Time is of the essence of each provision of this Amendment and the Amended Lease.

(b) Survival. All representations and warranties of the parties contained in this Amendment and the Amended Lease will survive the execution and delivery of this Amendment.

(c) Binding Effect. This Amendment and the Amended Lease will inure to the benefit of and bind the respective successors and permitted assigns of the parties..

(d) Severability. If any provision of this Amendment or the Amended Lease is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Amendment will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, tl thereof a provision as similar in terms to such provision as is possible that is legal, and enforceable..

(e) Headings. The headings used in this Amendment are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

(f) Amendment. Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Ratification. Other than the First Amendment to Phase I Lease, this Amendment supersedes, in all respects, all other prior written or oral agreements between the Tenant, and the Lender relating to the amendment of the Original Phase I Lease and other than the First Amendment to Phase I Lease, there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

(h) No Joint Venture. Nothing contained in this Amendment or in the Amended Lease will be construed to constitute the City as a joint venturer with the Tenant or to constitute a partnership with the Tenant.

(i) Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Amendment or any amendments, exhibits or schedules hereto.

(j) Counterparts. This Amendment may be executed in one or more counterparts, of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

(k) Applicable Laws. This Amendment shall be construed in accordance with the internal laws of the State of Illinois and without the application of Illinois conflicts of

laws principles.

(l) Final Agreement. The Amended Lease represents the entire expression of the parties with respect to the subject matter hereof on the date this Amendment is executed. The Amended Lease may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten agreements between the parties. No modification, rescission, waiver, release or amendment of any of the provisions of this Amendment shall be made except by a written agreement signed by the City and the Tenant.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the City has caused this Amendment to be executed on its behalf by the Mayor of the City of Chicago and attested by the City Clerk of the City of Chicago, pursuant to due authorization of the City Council, and the Tenant has caused this instrument to be executed on its behalf by its constituent members and managing members.

CITY OF CHICAGO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Corporate Seal)

EXECUTION OF THIS LEASE BY THE CITY OF CHICAGO IS RECOMMENDED BY THE COMMISSIONER OF THE CHICAGO DEPARTMENT OF AVIATION

By: _____
Commissioner of the Chicago
Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By: _____
Chief Assistant Corporation Counsel

Illinois agent for service of process:

AERO CHICAGO, LLC, a Delaware limited liability company

By

Name: CT Corporation System
Address: 208 South LaSalle Street
Suite 814
Chicago, Illinois 60604

By:_____
Name: David Rose
Title: Managing Director

EXHIBIT B

FIRST AMENDMENT TO AERO CHICAGO, LLC PHASE II CARGO FACILITY LEASE

Dated: _____, 2020

BETWEEN

CITY OF CHICAGO

AND

AERO CHICAGO, LLC

CHICAGO O'HARE INTERNATIONAL AIRPORT

FIRST AMENDMENT TO AERO CHICAGO, LLC
CARGO FACILITY PHASE II LEASE

THIS FIRST AMENDMENT TO AERO CHICAGO, LLC CARGO FACILITY PHASE II LEASE is dated as of this _____ day of _____, 2020 (this *"Amendment" or "Agreement"*), by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, as lessor under this Lease (herein referred to as the "*City*" or the *"Landlord"*), and AERO CHICAGO, LLC, a Delaware limited liability company, as lessee under this Lease (herein referred to as the *"Tenant"*).

RECITALS:

WHEREAS, the City is a municipality and a home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois, and, in accordance with the provisions of Section 6(a) of the 1970 Constitution of the State of Illinois, is authorized to enter into a lease agreement with respect to facilities used for the receiving and storing of cargo being transported at Chicago O'Hare International Airport (the *"Airport"*) upon the terms and conditions the City considers advisable;

WHEREAS, the City has the authority to lease facilities and to grant rights and privileges with respect to the Airport;

WHEREAS, the City and the Tenant previously executed and delivered that certain Aero Chicago, LLC Cargo Facility Phase II Lease dated April 26, 2016 (the "*Original Phase II Lease*"), which Original Phase II Lease provides, among other things, for a right for the Tenant to lease the Phase II Leased Premises (as defined therein) from the City in accordance with the provisions set forth therein;

WHEREAS, pursuant to an Ordinance of the City, adopted June 28, 2012 (the "*Ordinance*"), the City authorized the execution and delivery of the Original Phase II Lease as an indivisible and non-severable agreement between the City and the Tenant, and the execution and delivery of certain related agreements; and

WHEREAS, the City and the Tenant have determined that it is necessary to amend the Original Phase II Lease for the purposes as set forth in this Amendment (the Original Phase II Lease as amended by this Amendment is herein referred to as the "*Amended Lease*").

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the City and the Tenant, each binding itself, its successors and assigns, do mutually promise, covenant and agree to amend and modifty the Original Phase II Lease as follows (*provided* that, in the performance of the agreements of the City herein contained, any obligation it may incur for the payment of money shall not constitute an

indebtedness or other liability of the State or of a political subdivision of the State, except the City):

Section 1. Base Rent. Exhibit B-2 to the Original Phase II Lease is hereby amended as follows:

(a) *Amendments to Paragraph 2(a) of Exhibit B-2 of the Original Phase II Lease.* The City and the Tenant agree that Paragraph 2(a) of Exhibit B-2 of the Phase II Lease is hereby amended to delete such paragraph in its entirety and to replace it with the following:

2(a) During the Term, the annual Base Rent shall be increased on the first (1st) day of June immediately following the date when the Chicago City Council approves this Amendment and on the first (1st) day of June thereafter during the Term (collectively referred to herein as the "*Adjustment Dates*" and each a "*Base Rent Adjustment Date*"). On each Base Rent Adjustment Date, Base Rent shall be increased and shall be an amount equal to the amount of annual Base Rent due and payable under this Lease for the twelve (12) month period immediately preceding the subject Base Rent Adjustment Date, plus an amount equal to three percent (3%) of the "First Base Year Rent Amount." The term "First Base Rent Year Amount" is defined under this Lease as the PRODUCT of the following:

(Amount of the First Full Monthly Base Rent Initially Due and Payable Under this Lease)

X

(Twelve (12) Months)

When calculating the increase in Base Rent on each Base Rent Adjustment Date, the amount of such increase shall be rounded up to the nearest whole cent ($.01); provided that, in no event shall the new annual Base Rent payable commencing on a Base Rent Adjustment Date be less than the amount of annual Base Rent payable by the Tenant for the one (1) year period preceding the Base Rent Adjustment Date.

(b) *Amendments to Paragraph 2(b) of Exhibit B-2 of the Original Phase II Lease.* The City and the Tenant agree that the first grammatical paragraph of Paragraph 2(b) of Exhibit B-2 of the Original Phase II Lease is hereby amended to delete such paragraph in its entirety.

Section 2. Continuing Validity. Except as expressly amended by this Amendment, the terms and provisions of the Original Phase II Lease are hereby ratified and reaffirmed by the Tenant and the City, and shall continue in full force and effect. The Tenant and the City agree that the Original Phase II Lease, as amended hereby, shall continue to be legal, valid, binding

and enforceable in accordance with its terms.

Section 3. Representations and Warranties. The Tenant represents and warrants to the City as follows:

(a) All of the representations and warranties of the Tenant set forth in the Original Phase II Lease remain in full force and effect as if made on the date of this Amendment; no event of default under the Amended Lease has occurred and is continuing; the Amended Lease may be enforced in accordance with its terms by the City against the Tenant; and the Tenant claims no defense or counterclaim against the City in connection with the enforcement of the Amended Lease, and has no claim against the City.

(b) All of the statements of fact set forth in the "Recitals" herein above are true and correct.

(c) The Tenant has full power and authority to execute and execute this Amendment; the Tenant has full power and authority to perform this Amendment, the Amended the Lease, and any other documents and agreements executed and delivered with this Amendment and the Phase II Lease. This Amendment, the Original Phase II Lease and any other documents and agreements executed and delivered with this Amendment or the Amended Lease are the legal and binding obligations of the Tenant enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

(d) No litigation, investigation or governmental proceeding is pending or, to the knowledge of the Tenant, threatened against or affecting the Tenant in any way.

(e) The execution, delivery and performance of the Amended Lease and the consummation of the transactions contemplated thereby will not conflict with any law, statute or regulation to which the Tenant is subject or any judgment, license, order or permit applicable to the Tenant or any indenture, mortgage, deed of trust or other instrument to which the Tenant is subject; and no consent, approval, authorization or order of any court, governmental authority or other person is required in connection with the execution, delivery or performance of this Amendment by the Tenant.

Section 4. Miscellaneous.

(a) Time. Time is of the essence of each provision of this Amendment and the Amended Lease.

(b) Survival. All representations and warranties of the parties contained in this Amendment and the Amended Lease will survive the execution and delivery of this Amendment.

(c) Binding Effect. This Amendment and the Amended Lease will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

(d) Severability. If any provision of this Amendment or the Amended Lease is

determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Amendment will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, and enforceable..

(e) Headings. The headings used in this Amendment are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

(f) Amendment. Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Ratification. This Amendment supersedes, in all respects, all other prior written or oral agreements between the Tenant, and the Lender relating to the amendment of the Original Phase II Lease and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

(h) No Joint Venture. Nothing contained in this Amendment or in the Phase II Lease will be construed to constitute the City as a joint venturer with the Tenant or to constitute a partnership with the Tenant.

(i) Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Amendment or any amendments, exhibits or schedules hereto.

(j) Counterparts. This Amendment may be executed in one or more counterparts, of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

(k) Applicable Laws. This Amendment shall be construed in accordance with the internal laws of the State of Illinois and without the application of Illinois conflicts of laws principles.

(l) Final Agreement. The Amended Lease represents the entire expression of the parties with respect to the subject matter hereof on the date this Amendment is executed. The Amended Lease may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten agreements between the parties. No modification, rescission, waiver, release or amendment of any of the provisions of this Amendment shall be made except by a written agreement signed by the City and the Tenant.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the City has caused this Amendment to be executed on its behalf by the Mayor of the City of Chicago and attested by the City Clerk of the City of Chicago, pursuant to due authorization of the City Council, and the Tenant has caused this instrument to be executed on its behalf by its constituent members and managing members.

CITY OF CHICAGO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Corporate Seal)

EXECUTION OF THIS LEASE BY THE CITY OF CHICAGO IS RECOMMENDED BY THE COMMISSIONER OF THE CHICAGO DEPARTMENT OF AVIATION

By: _____
Commissioner of the Chicago
Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By: _____
Chief Assistant Corporation Counsel

Illinois agent for service of process:

AERO CHICAGO, LLC, a Delaware limited liability company

By:

Name: CT Corporation System
Address: 208 South LaSalle Street
Suite 814
Chicago, Illinois 60604

By:_____
Name: David Rose
Title: Managing Director

EXHIBIT C

FIRST AMENDMENT TO NORTHEAST QUADRANT O'HARE AIRPORT FUEL FARM LEASE

Dated: _____, 2020

BETWEEN

CITY OF CHICAGO

AND

AERO CHICAGO DISTRIBUTION INFRASTRUCTURE, LLC

CHICAGO O'HARE INTERNATIONAL AIRPORT

FIRST AMENDMENT TO NORTHEAST QUADRANT O'HARE AIRPORT FUEL FARM LEASE

THIS FIRST AMENDMENT TO NORTHEAST QUADRANT O'HARE AIRPORT FUEL FARM LEASE is dated as of this _____ day of _____, 2020 (this *"Amendment" or "Agreement"*), by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, as lessor under this Lease (herein referred to as the *"City"* or the *"Landlord"*), and AERO CHICAGO DISTRIBUTION INFRASTRUCTURE, LLC, a Delaware limited liability company, as lessee under this Lease (herein referred to as the *"Tenant"*).

RECITALS:

WHEREAS, the City is a municipality and a home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois, and, in accordance with the provisions of Section 6(a) of the 1970 Constitution of the State of Illinois, is authorized to enter into a lease agreement with respect to facilities used for the receiving and storing of cargo being transported at Chicago O'Hare International Airport (the *"Airport"*) upon the terms and conditions the City considers advisable;

WHEREAS, the City has the authority to lease facilities and to grant rights and privileges with respect to the Airport;

WHEREAS, the City and the Tenant previously executed and delivered that certain Northeast Quadrant O'Hare Airport Fuel Farm Lease dated April 26, 2016 (the "*Original Fuel Farm Lease*"), which Original Fuel Farm Lease provides, among other things, for a right for the Tenant to lease the Leased Premises (as defined therein) from the City in accordance with the provisions set forth therein;

WHEREAS, pursuant to an Ordinance of the City, adopted June 28, 2012 (the "*Ordinance*"), the City authorized the execution and delivery of the Original Fuel Farm Lease as an indivisible and non-severable agreement between the City and the Tenant, and the execution and delivery of certain related agreements; and

WHEREAS, the City and the Tenant have determined that it is necessary to amend the Original Fuel Farm Lease for the purposes as set forth in this Amendment (the Original Fuel Farm Lease as amended by this Amendment is herein referred to as the "*Amended Lease*").

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the City and the Tenant, each binding itself, its successors and assigns, do mutually promise, covenant and agree to amend and modifty the Original Fuel Farm Lease as follows (*provided* that, in the performance of the agreements of the City herein contained, any obligation it may incur for the payment of money shall not constitute

an indebtedness or other liability of the State or of a political subdivision of the State, except the City):

Section 1. Base Rent. Exhibit B-2 to the Original Fuel Farm Lease is hereby amended as follows:

(a) *Amendments to Paragraph 2(a) of Exhibit B-2 of the Original Fuel Farm Lease.* The City and the Tenant agree that Paragraph 2(a) of Exhibit B-2 of the Fuel Farm Lease is hereby amended to delete such paragraph in its entirety and to replace it with the following:

2(a) During the Term, the annual Base Rent shall be increased on the first (1st) day of June immediately following the date when the Chicago City Council approves this Amendment and on the first (1st) day of June thereafter during the Term (collectively referred to herein as the "*Adjustment Dates*" and each a "*Base Rent Adjustment Date*"). On each Base Rent Adjustment Date, Base Rent shall be increased and shall be an amount equal to the amount of annual Base Rent due and payable under this Lease for the twelve (12) month period immediately preceding the subject Base Rent Adjustment Date, plus an amount equal to three percent (3%) of the "First Base Year Rent Amount." The term "First Base Rent Year Amount" is defined under this Lease as the PRODUCT of the following:

(Amount of the First Full Monthly Base Rent Initially Due and Payable Under this Lease)

X

(Twelve (12) Months)

When calculating the increase in Base Rent on each Base Rent Adjustment Date, the amount of such increase shall be rounded up to the nearest whole cent ($.01); provided that, in no event shall the new annual Base Rent payable commencing on a Base Rent Adjustment Date be less than the amount of annual Base Rent payable by the Tenant for the one (1) year period preceding the Base Rent Adjustment Date.

(b) *Amendments to Paragraph 2(b) of Exhibit B-2 of the Original Fuel Farm Lease.* The City and the Tenant agree that Paragraph 2(b) of Exhibit B-2 of the Original Fuel Farm Lease is hereby amended to delete such paragraph in its entirety.

Section 2. Continuing Validity. Except as expressly amended by this Amendment, the terms and provisions of the Original Fuel Farm Lease are hereby ratified and reaffirmed by the Tenant and the City, and shall continue in full force and effect. The Tenant and the City agree that the Original Fuel Farm Lease, as amended hereby, shall continue to be legal, valid, binding

and enforceable in accordance with its terms.

Section 3. Representations and Warranties. The Tenant represents and warrants to the City as follows:

(a) All of the representations and warranties of the Tenant set forth in the Original Fuel Farm Lease remain in full force and effect as if made on the date of this Amendment; no event of default under the Amended Lease has occurred and is continuing; the Amended Lease may be enforced in accordance with its terms by the City against the Tenant; and the Tenant claims no defense or counterclaim against the City in connection with the enforcement of the Amended Lease, and has no claim against the City.

(b) All of the statements of fact set forth in the "Recitals" herein above are true and correct.

(c) The Tenant has full power and authority to execute and execute this Amendment; the Tenant has full power and authority to perform this Amendment, the Amended the Lease, and any other documents and agreements executed and delivered with this Amendment and the Original Fuel Farm Lease. This Amendment, the Original Fuel Farm Lease and any other documents and agreements executed and delivered with this Amendment or the Amended Lease are the legal and binding obligations of the Tenant enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

(d) No litigation, investigation or governmental proceeding is pending or, to the knowledge of the Tenant, threatened against or affecting the Tenant in any way.

(e) The execution, delivery and performance of the Amended Lease and the consummation of the transactions contemplated thereby will not conflict with any law, statute or regulation to which the Tenant is subject or any judgment, license, order or permit applicable to the Tenant or any indenture, mortgage, deed of trust or other instrument to which the Tenant is subject; and no consent, approval, authorization or order of any court, governmental authority or other person is required in connection with the execution, delivery or performance of this Amendment by the Tenant.

Section 4. Miscellaneous.

(a) Time. Time is of the essence of each provision of this Amendment and the Amended Lease.

(b) Survival. All representations and warranties of the parties contained in this Amendment and the Amended Lease will survive the execution and delivery of this Amendment.

(c) Binding Effect. This Amendment and the Amended Lease will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

(d) Severability. If any provision of this Amendment or the Amended Lease is

determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Amendment will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, and enforceable..

(e) Headings. The headings used in this Amendment are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

(f) Amendment. Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Ratification. This Amendment supersedes, in all respects, all other prior written or oral agreements between the Tenant, and the Lender relating to the amendment of the Original Fuel Farm Lease and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

(h) No Joint Venture. Nothing contained in this Amendment or in the Fuel Farm Lease will be construed to constitute the City as a joint venturer with the Tenant or to constitute a partnership with the Tenant.

(i) Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Amendment or any amendments, exhibits or schedules hereto.

(j) Counterparts. This Amendment may be executed in one or more counterparts, of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

(k) Applicable Laws. This Amendment shall be construed in accordance with the internal laws of the State of Illinois and without the application of Illinois conflicts of laws principles.

(l) Final Agreement. The Amended Lease represents the entire expression of the parties with respect to the subject matter hereof on the date this Amendment is executed. The Amended Lease may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten agreements between the parties. No modification, rescission, waiver, release or amendment of any of the provisions of this Amendment shall be made except by a written agreement signed by the City and the Tenant.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the City has caused this Amendment to be executed on its behalf by the Mayor of the City of Chicago and attested by the City Clerk of the City of Chicago, pursuant to due authorization of the City Council, and the Tenant has caused this instrument to be executed on its behalf by its constituent members and managing members.

CITY OF CHICAGO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Corporate Seal)

EXECUTION OF THIS LEASE BY THE CITY OF CHICAGO IS RECOMMENDED BY THE COMMISSIONER OF THE CHICAGO DEPARTMENT OF AVIATION

By: _____
Commissioner of the Chicago
Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By: _____
Chief Assistant Corporation Counsel

Illinois agent for service of process:

AERO CHICAGO DISTRIBUTION INFRASTRUCTURE, LLC, a Delaware limited liability company

Name: CT Corporation System
Address: 208 South LaSalle Street
Suite 814
Chicago, Illinois 60604

By:_____
Name: David Rose
Title: Managing Director

EXHIBIT D

AERO CHICAGO II, LLC
CARGO FACILITY PHASE III LEASE

Dated: _____, 2020

BETWEEN

CITY OF CHICAGO

AND

AERO CHICAGO II, LLC

AERO CHICAGO II, LLC PHASE III CARGO FACILITY
CHICAGO O'HARE INTERNATIONAL AIRPORT

EXHIBITS, SCHEDULES, AND ANNEXES

AERO CHICAGO II, LLC PHASE III
CARGO FACILITY LEASE

THIS AERO CHICAGO II, LLC PHASE III CARGO FACILITY LEASE is dated as of this_____ day of _____, 2020 (this *"Lease"*), by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, as lessor under this Lease (herein referred to as the *"City"* or the *"Landlord"*), and AERO CHICAGO II, LLC, a Delaware limited liability company, as lessee under this Lease (herein referred to as the *"Tenant,"* the Tenant and the City are herein collectively referred to as the "*Parties*" and each as a "*Party*").

RECITALS:

WHEREAS, the City is a municipality and a home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois, and, in accordance with the provisions of Section 6(a) of the 1970 Constitution of the State of Illinois, is authorized to enter into a lease agreement with respect to facilities used for the receiving and storing of cargo being transported at Chicago O'Hare International Airport (the *"Airport"*) upon the terms and conditions the City considers advisable;

WHEREAS, the City has the authority to lease facilities and to grant rights and privileges with respect to the Airport;

WHEREAS, the City and Aero Chicago, LLC previously executed and delivered that certain Aero Chicago, LLC Phase I Cargo Facility Lease dated August 8, 2012 (the "*Original Phase I Lease*"), as amended by that certain Amendment to Aero Chicago, LLC Phase I Cargo Facility Lease dated June 30, 2016 (the "*First Amendment to Original Phase I Lease*," the Original Phase I Lease as amended by the First Amendment to Original Phase I Lease and as further amended from time to time, is herein referred to as the "*Phase I Lease*") which Phase I Lease provides, among other things, for a right of Aero Chicago, LLC to lease the Phase III Leased Premises (as defined therein and herein) from the City in accordance with the provisions set forth therein;

WHEREAS, the Tenant is an Affiliate (as hereinafter defined) of Aero Chicago, LLC, and was formed to lease the Phase III Leased Premises and to construct and operate the Improvements (as hereinafter defined);

WHEREAS, the Tenant has elected to lease the Phase III Leased Premises and the City is willing to lease the Phase III Leased Premises to the Tenant upon the terms, provisions and conditions provided in this Lease;

WHEREAS, 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, and that the City's right to monitor performance under this Lease by the Tenant is a valuable right incapable of quantification; and

WHEREAS, pursuant to an Ordinance of the City, adopted _____, 2020 (the "*Ordinance*"), the City has authorized the execution and delivery of this Lease as an indivisible and non-severable agreement between the City and the Tenant, and the execution and delivery of certain related agreements.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the City and the Tenant, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows; *provided* that, in the performance of the agreements of the City herein contained, any obligation it may incur for the payment of money shall not constitute an indebtedness or other liability of the State or of a political subdivision of the State, except the City:

ARTICLE 1

DEFINITIONS

Section 1.1. Definitions. For the purposes of this Lease, the following words and terms shall have the respective meanings set forth as follows:

"*Act*" is defined in Section 8.4 of this Lease.

"*Advance Termination Notice*" is defined in Section 9.2(a) of this Lease.

"*Affiliate*" is defined in Section 4.6(d) of this Lease.

"*Agreement to Prepare Environmental Assessment*" is defined in Section 13.3 of this Lease.

"*Agreed Upon Industrial TACO Level*" is defined in Section 13.13(c) of this Lease.

"*Airport*" is defined in the Recitals.

"*Airport Security*" is defined in Section 8.4 of this Lease.

"*Airport Security Act*" shall mean the Aviation Security Improvement Act of 1990 (P.L. 101-604), as amended, 49 U.S.C. 44901 et seq.

"*Airside*" means that portion of the Airport that can be accessed only through an Airport security checkpoint.

"*Airside Perimeter Work Reimbursement Agreement*" is defined in Section 2.16(c)(ii) of this Lease.

"*Alterations*" is defined in Section 5.7 of this Lease.

"Alternate Financing" shall mean the financing of the Improvements and/or the Tenant Infrastructure Improvements, or any portion thereof, through debt financing other than through the issuance of Bonds.

"AOA" means the Aircraft Operations Areas, the area where aircraft operate at the Airport.

"Applicant" is defined in Section 9.2(h)(iv) of this Lease.

"Appraised Value" is defined in Section 3.5(c) of this Lease.

"Approval Period" is defined in Section 9.2(h)(iv) of this Lease.

"Approved Lessee" means a Person, including a special purpose entity controlled by the Permitted Leasehold Mortgagee, who shall meet the requirements of Section 9.2(h)(iii) of this Lease.

"Artwork" is defined in Section 6.1(i) of this Lease.

"Authorized Company Representative" or *"Authorized Tenant Representative"* means the Tenant's designated representative, which shall initially be Greg Russell.

"Bank" is defined in the definition of the term *"Default Rate"* set forth in this Section 1.1 below.

"Base Rent Adjustment Date" is defined in Exhibit B-2 of this Lease.

"Bankruptcy Code" shall mean the Bankruptcy Reform Act of 1978, as amended and as codified in Title 11 of the United States Code.

"Baseline Levels" is defined in Section 13.13(b) of this Lease.

"Base Rent" shall mean the rent for the Leased Premises on a square foot basis as described in *Exhibit B-2* hereto and multiplied by the area of the Leased Premises, and subject to adjustments as provided in *Exhibit B-2* or in other provisions of this Lease.

"Base Rent Adjustment Date" is defined in Exhibit B-2 of this Lease.

"Beneficial Interest" is defined in Section 4.6(d)(ii) of this Lease.

"Beneficiary" is defined in Section 4.4(d)(iii) of this Lease.

"Bonds" is defined in Section 16.1(a) of this Lease.

"Building Department" shall mean the City of Chicago Department of Buildings.

"Business Day" shall mean any day other than a Saturday, Sunday, public holiday under the laws of the State of Illinois or the United States of America or other day when banking institutions are authorized or obligated to close in the City of Chicago, Illinois.

"Buy-Out Date" is defined in Section 3.5 of this Lease.

"Buy-Out Amount" is defined in Section 3.5 of this Lease.

"CDA" or *"Department of Aviation"* shall mean the City of Chicago Department of Aviation.

"Capital Improvements and Maintenance Reserve" is defined in Section 4.12 of this Lease.

"Capital Improvements and Maintenance Reserve Payments" shall mean the required payments of the Tenant into the Capital Improvements and Maintenance Reserve pursuant to Section 4.12.

"Cargo Facility" or *"Phase III Cargo Facility"* shall mean that portion of the Improvements which constitute the cargo facility or the cargo facilities and related improvements and facilities to be constructed on the Leased Premises, including the Trunkline to the Fuel System which is to be constructed by the Tenant at the Leased Premises for use of the cargo facilities constructed at the Leased Premises, as more fully described in *Exhibit J* attached hereto.

"Cargo Facility Plans" is defined in Section 5.2(a)(i) of this Lease.

"Cargo Facility Space Lease" is defined in Section 12.4(a) of this Lease.

"Cargo Facility Space Lease Form" is defined in Section 12.4(a)(i) of this Lease.

"Cargo Facility Space Tenant" is defined in Section 12.4(a) of this Lease.

"Cargo Facility Space Tenant Improvements" shall mean those improvements to the interior of the Cargo Facility which are leased pursuant to the Cargo Facility Space Lease and including demising walls forming the boundary of such Cargo Facility.

"Casualty" is defined in Section 7.4(a) of this Lease.

"Casualty Demolition Escrow Agreement" is defined in Section 7.4(c) of this Lease.

"Casualty Restoration Escrow Agreement" is defined in Section 7.4(b) of this Lease.

"CERCLA" is defined in Section 13.1(d) of this Lease.

"City" is defined in the initial paragraph of this Lease.

"City Council" shall mean the City Council of the City of Chicago.

"City Disclosure Affidavit" is defined in Section 6.1(k) of this Lease.

"City's Representatives" shall mean the City's representatives, agents, officials (elected or appointed), commissioners, officers, employees, officers, trustees and attorneys.

"Claim" is defined in Section 13.1(a) of this Lease.

"Code" shall mean the Municipal Code of the City of Chicago.

"Collateral Assignment" is defined in Section 5.2(d) of this Lease.

"Combined Loan" is defined in Section 4.7(a)(i)(B) of this Lease.

"Combined Rent" means, collectively, the Base Rent, Percentage Rent and Proceeds Rent to be paid by the Tenant under this Lease.

"Combined Rent Credit Certificate" is defined in Section 4.7(b) of this Lease.

"Commencement Date" is defined in Section 3.1(a) of this Lease.

"Commissioner" or *"Commissioner of Aviation"* shall mean the Commissioner of the City of Chicago Department of Aviation (or any successor thereto in whole or in part as to his or her duties as the person in charge of the operation of the Airport on behalf of the City).

"Common Areas" shall mean all taxi lanes, taxiways, public access roads, public sidewalks, public service drives, and all other facilities available for common use by the Tenant and all Third Party Tenants in the ORD Northeast Quadrant Cargo Area and by their respective employees, sublessees, agents, customers, licensees, and invitees, and as depicted in *Exhibit N* attached hereto.

"Common Area Costs" shall mean the total of all items of expense relating to operating, managing, equipping, policing, and protecting (if provided), lighting, insuring, repairing, replacing and maintaining the utility of the Common Areas in the same condition as when originally constructed. Such costs and expenses shall include, but not be limited to, the removal of snow, ice, rubbish, dirt and debris, costs of landscaping (if any) and supplies required therefor, and all costs of utilities used in connection therewith, including, but not limited to, all costs of maintaining lighting facilities and storm drainage systems, and all premiums for workers' compensation insurance, wages, unemployment taxes, social security taxes, and personal property taxes, fees for required licenses and permits, and administrative costs.

"Completion Certificate" means, as applicable, the Completion Certificate for the Tenant Infrastructure Improvements as described in Section 5.9(a) of this Lease, or the Completion Certificate for the Cargo Facility as described in Section 5.9(b) of this Lease.

"Completion Date" means, as applicable, the Completion Date for the Tenant Infrastructure Improvements as described in Section 5.9(a) of this Lease, or the Completion Date for the Cargo Facility as described in Section 5.9(b) of this Lease.

"Condemnation Restoration Escrow Agreement" is defined in Section 11.3(b) of this Lease.

"Condemnation Proceedings" is defined in Section 11.1(a) of this Lease.

"Construction Commencement Date" and *"Phase III Construction Commencement Date"* are defined in Section 5.2(g) of this Lease.

"Construction Fund Deficiency" is defined in Section 4.7(a)(iii) of this Lease.

"Construction Permits" shall mean all building permits and applicable licenses, approvals, or consents required to be issued by the Building Department or other governmental or regulatory body prior to the commencement of construction of the Improvements.

"Construction Period" shall mean the period from the Construction Commencement Date to and including the date of Substantial Completion of the Improvements.

"Construction Program" is defined in Section 6.5(a) of this Lease.

"Contractor" shall mean all contractors, subcontractors and materialmen of any type providing services, material, labor, operation or maintenance on, about or adjacent to the Leased Premises, whether or not in privity with Tenant.

"Data" is defined in Section 8.4 of this Lease.

"Date of Beneficial Occupancy" shall mean the date when the Building Department of the City of Chicago issues a certificate of occupancy or an initial certificate of occupancy for the warehouse portion of the Cargo Facility or any portion thereof.

"Debt" is defined in Section 4.6(d)(iv) of this Lease.

"Debt Service Schedule" is defined in Section 3.5(e) of this Lease.

"Default Rate" shall mean the annual rate of the Prime Rate (as hereinafter defined below) plus four percent (4%) per annum, unless a lesser interest rate shall then be the maximum interest rate permissible by law with respect thereto, in which event said lesser interest rate shall be the Default Rate. Changes in the Default Rate based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. As used herein, the term "Prime Rate" at any time shall mean the rate of interest then most recently announced by JPMorgan Chase Bank or its successors at Chicago, Illinois (the *"Bank"*) as its "corporate base rate." A certificate made by an officer of the Bank stating the "corporate base rate" in effect on any given day shall, for the purposes hereof, be conclusive evidence of the Prime Rate in effect on such day. In the event the Bank ceases to use the term "corporate base rate" in setting a base rate of interest for commercial loans, then the Prime Rate herein shall be determined by reference to the interest rate used by the Bank as a base rate of interest for commercial loans as the same shall be designated by the Bank. In the event the Bank ceases to exist, then the Prime Rate herein shall be determined by reference

to the interest rate used by a lender making commercial loans in Chicago, Illinois, selected by the City as a base rate of interest for commercial loans, as the same shall be designated by such lender.

"Design Procedures" is defined in Section 5.2(a) of this Lease.

"Design Standards" shall mean those standards for design of Improvements to be constructed at the Leased Premises (including landscaping) promulgated by the City set forth on *Exhibit D* attached hereto, as amended, supplemented or replaced by the City from time to time.

"Disbursement Request" is defined in paragraph (d) of the definition of the term *"Project Engineer Agreement"* set forth in this Section 1.1 below.

"Effective Date" shall mean the date when this Lease has been executed and delivered by the Tenant and the City.

"Emergency Action Event" is defined in Section 8.8 of this Lease.

"Environmental Assessment" is defined in Section 13.1(b) of this Lease.

"Environmental Damages" is defined in Section 13.1(c) of this Lease.

"Environmental Law" is defined in Section 13.1(d) of this Lease.

"Event of Default" is defined in Section 9.1 of this Lease.

"Excess Soils" is defined in Section 5.11 of this Lease.

"Existing Environmental Reports" is defined in Section 13.13(a) of this Lease.

"FAA" shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"FAA Short Form Environmental Assessment" is defined in Section 5.2(l)(ii) of this Lease.

"Facilities Operating Costs" is defined in Section 9.2(h) of this Lease.

"*Federal Contract Requirements*" is defined in Section 5.2(p).

"Federal DBE Requirements" is defined in Section 6.5(h) of this Lease.

"Fifty Percent (50%) Disbursement Level" " is defined in paragraph (b) of the definition of the term *"Project Engineer Agreement"* set forth in this Section 1.1 below.

"Financing" is defined in Section 4.6(d)(v) of this Lease.

"*First Lease Year Fuel Farm Combined Rent Credit Amount*" is defined in Section 4.7(d)(i) of this Lease.

"*Fiscal Year*" means the Fiscal Year of the Tenant, currently the twelve (12) month period beginning on January 1 and ending on December 31.

"*FONSI*" is defined in Section 5.2(l)(iii) of this Lease.

"*Force Majeure Delay*" shall mean delay, to the extent caused by events or conditions beyond the reasonable control of the Tenant or the City caused by: material damage or destruction by fire or other casualty, strike; delay in transportation of a required material which could not be reasonably anticipated; delays in receiving any required approvals which delay is not attributable to the Tenant's failure to apply for such approvals in a diligent and timely manner; shortage of a required material which could not be reasonably anticipated; unusually adverse weather condition including, without limitation, severe rain storm or storms, below-freezing temperatures of abnormal degree or quantity for an abnormal duration; unknown underground obstructions, tornadoes and cyclones; and such other delays caused by war, civil strife, and other like or similar events or conditions beyond the reasonable control of the Tenant or the City. Force Majeure Delay shall not include any delay associated with or due to normal or typical operating constraints in performing construction at the Airport.

"*Fuel Farm Lease Combined Rent Credits*" is defined in Section 4.7(d) of this Lease.

"*Fuel System*" shall have the meaning given to it in the Fuel System Lease.

"*Fuel System Lease*" shall mean that certain Northeast Quadrant O'Hare Airport Fuel Farm Lease dated as of April 26, 2016, between the City, as lessor thereunder, and Aero Chicago Distribution Infrastructure, LLC, as lessee thereunder.

"*Fuel System Operator*" shall have the meaning given to it in the Fuel System Lease.

"*Gross Proceeds*" is defined in Section 4.6(d)(vi) of this Lease.

"*Gross Revenue*" is defined in Section 4.5(d) of this Lease.

"*Hazardous Materials*" is defined in Section 13.1(e) of this Lease.

"*Identified Parties*" is defined in Section 6.10(a) of this Lease.

"*IEPA*" shall mean the Illinois Environmental Protection Agency.

"*Impositions*" is defined in Section 4.10(a) of this Lease.

"*Improvements*" is defined in Section 5.2 of this Lease.

"*Indemnified Party*" is defined in Section 7.1(a) of this Lease.

"Initial Appraiser" is defined in Section 3.5(c)(i) of this Lease.

"Landlord" is defined in the initial paragraph of this Lease.

"Landside" means that portion of the Airport that can be accessed without having to pass through an Airport security checkpoint.

"Lease" is defined in the initial paragraph of this Lease.

"Leasehold Estate" is defined in Section 3.5 of this Lease.

"Leasehold Mortgage" is defined in Section 4.6(d)(vii) of this Lease.

"Leasehold Mortgagee" is defined as the holder of the Leasehold Mortgage.

"Leasehold Title Insurance Policy" is defined in Section 2.8 of this Lease.

"Lease Year" shall mean the twelve (12) month period commencing on the Commencement Date and each subsequent twelve (12) month period falling wholly or partly within the Term.

"Loan Agreement" is defined in Section 16.1(b) of this Lease.

"Major Sublease" is defined in Section 12.4(a) of this Lease.

"Maintenance Rent" and *"Phase III Maintenance Rent"* are defined in Section 4.2(a) of this Lease.

"Maintenance Rent Adjustment Date" is defined in Paragraph 2 of Exhibit B-1 of this Lease.

"Mayor" is defined in Section 6.10(a) of this Lease.

"MBE" is defined in Section 6.5(b)(ii) of this Lease.

"MBE/WBE Program" is defined in Section 6.5(a) of this Lease.

"Memorandum of Lease" is defined in Section 15.19 of this Lease.

Minimum Fuel System Construction Costs" is defined in Section 4.7(d) of this Lease.

"Monitoring Wells" is defined in Section 2.15(a) of this Lease.

"New Lease" is defined in Section 9.2(h)(iii) of this Lease.

"Notice of Subletting or Assignment" is defined in Section 12.2 of this Lease.

"Option" is defined in Section 3.5(a) of this Lease.

"Option Notice" is defined in Section 3.5(a) of this Lease.

"Option Termination Date" is defined in Section 3.5(b) of this Lease.

"Ordinance" is defined in the Recitals.

"ORD Northeast Quadrant Air Cargo Area" is depicted on *Exhibit H* attached hereto.

"Original Phase I Lease" is defined in the recitals of this Lease.

"Owners" is defined in Section 6.10(a) of this Lease.

"Ownership Change" is defined in Section 12.5 of this Lease.

"Partial Lease Year" shall mean the period (consisting of fewer than 12 months) from the Commencement Date or any more recent anniversary of the Commencement Date to and including the expiration or termination date of the Lease, if the Term ends on a date other than the stated Termination Date (other than because of an Event of Default).

"Partial Taking" is defined in Section 11.3 of this Lease.

"Pay-Off Amount" is defined in Section 3.5(d) of this Lease.

"Percentage Rent" is defined in Section 4.5(a) of this Lease.

"Permitted Exceptions" shall mean the Phase III Permitted Exceptions.

"Permitted Leasehold Mortgage" is defined in Section 5.5(a) of this Lease.

"Permitted Leasehold Mortgagee" is defined in Section 9.2(a) of this Lease.

"Permitted Leasehold Mortgagee Collateral Assignment" is defined in Section 5.2(d) of this Lease.

"Permitted Leasehold Mortgagee's Obligations" is defined in Section 9.2(h) of this Lease.

"Permitted Uses" shall mean a logistics warehousing or cargo facility for the loading and storage of air cargo into the cargo area, the actual storage of cargo in the cargo area, the loading of cargo from the cargo facility into airplanes or vehicles and ancillary office facilities, ground servicing equipment and other supportive uses, and the fueling and de-icing of aircraft. In the event the Tenant has any excess office space at the Cargo Facility, the Tenant shall be permitted to lease not in excess of forty percent (40%) of the total amount of office space available for lease at the Cargo Facility to bona fide third parties doing business at the Airport and who are not engaged in the business of the storage or shipping of cargo at the Cargo Facility

"Person" shall mean any individual, partnership, firm, trust, corporation, limited liability company or other business entity or governmental authority or political unit or agency.

"Phase I Lease" is defined in the Recitals.

"Phase I Infrastructure Improvements" shall have the meaning of the term "Infrastructure Improvements" as set forth and defined under the Phase I Lease.

"*Phase II Lease*" shall mean that certain Aero Chicago, LLC Cargo Facility Phase II Lease dated April 26, 2016 between the City and the Tenant, as amended from time to time.

"Phase III Base Rent Commencement Date" is defined in Section 4.2 (b) of the Lease.

"Phase III Construction Commencement Date" is defined in Section 5.2(g) of this Lease.

"Phase III Construction Period" is defined in Section 4.2(c) of this Lease.

"Phase III Leased Premises," "Phase III Premises" and *"Leased Premises"* are defined in Section 2.1 of this Lease.

"Phase III Maintenance Rent Commencement Date" is defined in Section 4.2(a) of this Lease.

"Phase III Permitted Exceptions" shall mean all of the exceptions which encumber title to the Leased Premises as of the Effective Date as described in *Exhibit A-1* of this Lease.

"*Phase III Rent Credits*" is defined in Section 4.7 of this Lease.

"Phase III Term" and "*Term*" are defined in Section 3.1(a) of this Lease.

"Phase III Termination Date" is defined in Section 3.1(a) of this Lease.

"Plans" is defined in Section 5.2(a)(i) of this Lease.

"Pre-Existing Condition" shall mean: (1) any Hazardous Material located on the Leased Premises as of the Effective Date; and (2) any Hazardous Material which have migrated to the Leased Premises from other property owned by the City at the Airport, *provided that,* Pre-Existing Condition excludes: (i) any Hazardous Material that is in anyway introduced to, or Released onto the Leased Premises on or after the Effective Date by the Tenant, any Tenant's Representative, any Cargo Facility Space Tenant, any other lessee or sublessee of the Cargo Facility or the Leased Premises or any invitee of the foregoing; and (ii) any condition that is negligently disturbed or exacerbated by the Tenant, any Tenant's Representative, any Cargo Facility Space Tenant, any other lessee or sublessee of the Cargo Facility or the Leased Premises or any of the invitee of the foregoing.

"Primary Roads" is defined in Section 2.12 of this Lease.

"Proceeds Rent" is defined in Section 4.6(a) of this Lease.

"Project" is defined in paragraph 1 of Exhibit C of this Lease.

"Project Engineer" shall mean the engineer or architect selected or approved by the City who will act on behalf of the City to monitor the progress of the construction of the Improvements and otherwise provide the services set forth in the Project Engineer Agreement. At the election of the City, there shall be a separate Project Engineer for the construction of each of the Cargo Facility and the Infrastructure Improvements.

"Project Engineer Agreement" shall mean an agreement (or agreements) with the Project Engineer (or Project Engineers) satisfactory to the City which shall require the Project Engineer to provide the following services for the City:

(a) Inspection of all construction work performed by the Tenant and Contractors to assure the City that the Cargo Facility and the Tenant Infrastructure Improvements have been constructed in compliance with the applicable Cargo Facility Plans and the Tenant Infrastructure Improvement Design Plans, respectively, and in accordance with the terms and provisions of this Lease;

(b) Review of all change orders requested by the Tenant or the City to determine the feasibility of the change order with respect to the overall construction of the Cargo Facility and the Tenant Infrastructure Improvements and the budgets for the construction of the Cargo Facility and the Tenant Infrastructure Improvements.

(c) Unless the Permitted Leasehold Mortgagee requires retainage to be withheld from draws on its construction fund for the development and construction of the Cargo Facility and the Tenant Infrastructure Improvements there will be a ten percent (10%) retainage requirement for all draws from any escrowed funds established by the Tenant to pay the costs of constructing the Cargo Facility and the Tenant Infrastructure Improvements until fifty percent (50%) of the amount initially deposited into the respective escrow accounts has been disbursed (the *"Fifty Percent (50%) Disbursement Level"*) (with the retainage to be paid with the last draw from the respective escrow accounts upon final completion of the Cargo Facility and the Tenant Infrastructure Improvements) (the *"Retainage Requirement"*). In order to assure that the Retainage Requirement is satisfied, the Project Engineer shall be required to certify to the City that upon payment of any amounts approved by the Project Engineer in any disbursement request there will be not less than one hundred percent (100%) of the amount necessary in the respective escrow accounts to pay the remaining costs necessary to complete the construction of the Cargo Facility and the Tenant Infrastructure Improvements, as applicable, plus the Retainage Requirement, after taking into account assumed interest income on the amounts in the respective escrow accounts;

(d) In connection with each disbursement request submitted by the Tenant from the escrow established to pay the costs of the construction of the Cargo Facility and the Tenant Infrastructure Improvements, which shall be in form and substance satisfactory to

the City (a *"Disbursement Request"*), the Project Engineer shall deliver to the City a Certificate approving all matters set forth in the Tenant's Disbursement Request (the *"Project Engineer's Requisition Certificate Approval"*). To the extent that the Project Engineer disapproves of the amounts requested to be disbursed as set forth in a Disbursement Request or any of the other matters set forth in the Disbursement Request, the Tenant shall agree that there shall be no disbursement of the amounts requested in the Disbursement Request until the Project Engineer and the Tenant have amended the Disbursement Request in such a manner that the amendments allow the Project Engineer to deliver a Project Engineer's Requisition Certificate Approval; and

(e) The Tenant shall deliver to the Project Engineer monthly progress reports with respect to the construction of the Cargo Facility and the Tenant Infrastructure Improvements, and will deliver to the Project Engineer reasonable prior notice of all biweekly owner/architect/contractor meetings and any interim meetings where it is anticipated by the Tenant and/or any principal Contractor for the construction of the Cargo Facility and the Tenant Infrastructure Improvements, that any material issues regarding the construction of the Cargo Facility and the Tenant Infrastructure Improvements, will be discussed and shall permit the Project Engineer to attend such meetings.

"Project Engineer's Requisition Certificate Approval" is defined in paragraph (d) of the definition of *"Project Engineer Agreement"* defined above in this Section 1.1.

"*Ramp*" shall mean the aircraft parking positions to be constructed on the Phase II Leased Premises.

"RCRA" is defined in Section 13.1(d) of this Lease.

"Release" is defined in Section 13.1(g) of this Lease.

"Rent" shall mean, collectively, the Base Rent, Maintenance Rent, Impositions, Proceeds Rent, Percentage Rent, Capital Improvements and Maintenance Reserve Payments and all other amounts that the Tenant is obligated to pay under the terms of this Lease. The Rent shall be treated as payments of various levels of rents for the use of the Leased Premises during the Term of this Lease.

"Response" is defined in Section 13.1(h) of this Lease.

"Restoration" is defined in Section 7.4(a) of this Lease.

"Retainage Requirement" is defined in paragraph (c) of the definition of *"Project Engineer Agreement"* defined above in this Section 1.1.

"Sale" is defined in Section 4.6(d) of this Lease.

"SAM" means the City of Chicago Sustainable Airport Manual.

"SARA" is defined in Section 13.1(d) of this Lease.

"Special Waste" is defined in Section 13.1(i) of this Lease.

"State" shall mean the State of Illinois.

"Stormwater Drainage Improvements" is defined in Section 2.16(a) and *Exhibit I* of this Lease.

"Sub-owners" is defined in Section 6.10(a) of this Lease.

"Substantial Alterations" is defined in Section 5.7 of this Lease.

"Substantial Completion" is defined in Section 5.2(h) of this Lease.

"Substantial Completion Date" shall mean the date by which the Improvements shall be substantially complete in the manner described in Section 5.2(h) of this Lease.

"Survey" shall mean a boundary survey of the Leased Premises completed in accordance with the minimum standard detail requirements for an ALTA/ASCM survey, showing all visible improvements, easements, encroachments, rights of way, access, connections to utilities, and other matters and encumbrances relating to the development of the Leased Premises, as well as the number of square feet which comprise the Leased Premises.

"TACO" is defined in Section 13.13(c) of this Lease.

"Taxilane Improvements" shall have the meaning given to it in the Phase I Lease.

"Taxilane NN Reimbursement Agreement" is defined in Section 2.16(b)(ii) of this Lease.

"Temporary Taking Event" is defined in Section 11.4 of this Lease.

"Tenant" is defined in the initial paragraph of this Lease.

"Tenant's Contribution" is defined in Section 2.16 of this Lease.

"Tenant Documents" means all documents and agreements executed and delivered by the Tenant to the City, including this Lease and all documents and agreements related to this Lease.

"Tenant Infrastructure Improvements" is defined in Section 2.16 of this Lease.

"Tenant Infrastructure Improvements Design Plans" is defined in Section 2.16(e)(i).

"Tenant Infrastructure Improvements Equity Contribution" is defined in Section 4.7(a)(iii) of this Lease.

"Tenant Infrastructure Improvements Loan" is defined in Section 4.7(a)(i)(A) of this Lease.

"Tenant Infrastructure Improvements Loan Allocation" is defined in Section 4.7(a)(i)(B) of this Lease.

"Tenant Infrastructure Improvements Site" is defined in Section 13.13(d) of this Lease.

"Tenant's Proposal" is defined in Section 5.8(c) of this Lease.

"Tenant's Representatives" shall mean the Tenant's employees, officers, directors, agents, representatives, contractors, subcontractors, licensees and consultants.

"Termination Date" shall mean (a) the Phase III Termination Date with respect to the Leased Premises; or (b) on such earlier date that this Lease is terminated in accordance with its terms, including, without limitation, pursuant to Section 3.5 or Section 9.2.

"Third Appraiser" is defined in Section 3.5(c)(ii) of this Lease.

"Trunkline to the Fuel System" or *Trunkline"* shall mean the trunkline or trunklines and associated hydrants constructed by the Tenant at the Leased Premises for the purpose of tapping into the Fuel System in order to allow the Tenant to utilize the Fuel System at the Leased Premises.

"TSA" is defined in Section 8.4 of this Lease.

"Tug Road" shall have the meaning given to it in the Phase I Lease.

"Utility and South Access Road Reimbursement Agreement" is defined in Section 2.16(a)(ii) of this Lease.

"US EPA" shall mean the United States Environmental Protection Agency.

"UST" shall have the meaning set forth in 415 ILCS 5/57.2, except that UST shall also mean an underground storage tank used exclusively to store heating oil for consumptive use on the Leased Premises where stored and which serves any kind of premises, including a farm or residential unit.

"Utilities" shall mean electricity, gas, water, sanitary sewer and telephone, telecommunications and other data services available to the Leased Premises.

"WBE" is defined in Section 6.5(b)(iii) of this Lease.

Section 1.2. Interpretation. In this Lease:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease, and the term "hereafter" means after, and the term "heretofore" means before the date of this Lease.

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Lease, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any person or party hereunder shall be at the reasonable discretion of the party whose approval, consent or acceptance is required, except to the extent otherwise specified herein.

(f) All notices to be given hereunder shall be given in writing within a reasonable time unless otherwise specifically provided.

(g) The City and the Tenant intend that this Lease constitutes an indivisible and non-severable agreement between them; however, if any provision of this Lease shall be ruled invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions hereof.

ARTICLE 2

PHASE III LEASED PREMISES

Section 2.1. Lease of Phase III Leased Premises.

Lease of Phase III Leased Premises. Subject to the terms, provisions and conditions of this Lease, commencing on the Effective Date and expiring on 11:59 p.m. Chicago time on the Phase III Termination Date, unless this Lease expires or is terminated on an earlier date pursuant to the terms and provisions of this Lease, the City hereby leases and demises to the Tenant, and the Tenant does hereby lease from the City the real estate depicted on *Exhibit A-1* attached hereto and made a part hereof and all easements and other real estate interests appurtenant thereto (the *"Phase III Leased Premises,"* the *"Phase III Premises"* or the *"Leased Premises"*), and subject to the Permitted Exceptions described in *Exhibit A-1* attached hereto and made a part hereof. The lease of the Leased Premises from

the City to the Tenant shall be indivisible and non-severable. The Tenant shall be responsible for obtaining and delivering to the City a Survey of the Leased Premises prior to the Commencement Date. The Survey shall be determinative of the gross square footage of the Phase III Leased Premises, absent manifest error.

Section 2.2. Easements and Utilities.

(a) The Tenant's leasing of the Leased Premises shall be subject to any and all easements, licenses, Permitted Exceptions and other rights with respect to the Leased Premises now existing or hereafter granted to or vested in any governmental entities or agencies, including, without limitation, the FAA.

(b) The Tenant acknowledges that there may currently exist, and that the City may grant in the future, easements and rights on, over or under the Leased Premises for the benefit of suppliers or owners of utilities that service the Airport, and the Tenant hereby consents to any such utility easements now in existence.

(c) The City reserves (for itself, its grantees, tenants, mortgagees, contractors, licensees and others claiming by, through or under the City) a non-exclusive easement for installation, repair, replacement and use of existing and future utilities, if any, located at the Leased Premises. The City reserves a right of access over the Leased Premises for itself, any Fuel System Operator and their respective employees, officers, agents and contractors to maintain and repair the Fuel System; *provided* that the operation and maintenance of any future easements granted by the City over the Leased Premises will not materially interfere with the Tenant's quiet enjoyment of the Leased Premises and its maintenance and repair will be conducted in a manner to avoid damage to the Cargo Facility.

(d) The City hereby agrees that easements hereafter granted by the City as described in this Section 2.2, other than easements required by the FAA or by laws, ordinances or regulations of other governmental agencies, shall be of a nature as to not materially interfere with the Tenant's operations at the Leased Premises.

Section 2.3. Use of Leased Premises. Subject to the terms and provisions contained in this Lease, including, without limitation, Section 13.2 of this Lease, and all applicable rules, regulations, laws, statutes, ordinances, codes and orders of any federal, state or local government or subdivision thereof in connection with the conduct of activities by the Tenant at the Airport, the Tenant (and any Cargo Facility Space Tenant) shall use the Cargo Facility and the Leased Premises for Permitted Uses only and for no other purpose.

The Tenant may permit the parking of vehicles at the Leased Premises by employees, agents, licensees and invitees of the Tenant or any Cargo Facility Space Tenant at the Leased Premises after the Effective Date; *provided* that the Tenant and the Cargo Facility Space Tenants shall not permit any other public parking on or at the Leased Premises.

Section 2.4. Ingress and Egress. Subject to the lawful rules and regulations promulgated by the City, the Tenant and any Cargo Facility Space Tenant and their respective employees, agents, invitees and licensees and their vehicles shall have the right and privilege of ingress to and egress from the Leased Premises on Airport roadways available for use by the public. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such ingress and egress, and any other area at the Airport or in its environs currently or hereafter used as such in the event of an emergency, as a result of construction at the Airport or upon the direction, order or request of the FAA, but the City agrees that the City's actions under this Section 2.4 shall not interfere in any material way with the Tenant's operation of the Leased Premises. The City agrees to coordinate with the Tenant the planning of alternate routes during any period that Airport roadways or rights of way providing ingress and egress to the Leased Premises are closed.

Section 2.5. Quiet Enjoyment. During the Term, the City agrees that if the Tenant shall perform all of the Tenant's covenants, agreements and other obligations under this Lease and make all payments as provided under this Lease, the Tenant shall be entitled to and shall have the quiet possession and enjoyment of the Leased Premises, subject to the terms and provisions contained in this Lease.

Section 2.6. Present Condition of Leased Premises. The Tenant acknowledges, understands, covenants and agrees (without any representation or warranty of, or recourse to, the City) as of the Effective Date, as follows:

(a) The Tenant, by its execution of this Lease, accepts the Leased Premises (including all improvements located at the Leased Premises) in "AS IS" CONDITION, WITH ALL FAULTS (other than the Pre-Existing Conditions that are required to be remediated under applicable Environmental Law), without the benefit of any representation or warranty of, or recourse to, the City other than as set forth in Section 13.13(c) below;

(b) The Tenant has inspected the Leased Premises, and is aware of the physical, structural and geological condition of the Leased Premises, and the suitability of the Leased Premises for the Tenant's proposed use thereof, and the Tenant accepts all of the risks relating to the foregoing (other than the Pre-Existing Conditions that are required to be remediated under applicable Environmental Law);

(c) The Tenant acknowledges that the City has made no representations or warranties regarding the physical, structural or geological condition of the Leased Premises or the suitability of the foregoing for the Tenant's proposed use of the Leased Premises;

(d) The Tenant has reviewed title to the Leased Premises and is satisfied with the status of title to the Leased Premises;

(e) The Tenant has inspected and approved (without the benefit of any representation, warranty or covenant of the City) all existing on-site conditions and all on-site preparation and improvements necessary or desirable in connection with the construction and operation of the Improvements to be constructed on the Leased Premises,

including without limitation, soil conditions, earthwork, on-site roadwork, on-site connections to utilities, storm water drainage, water retention or detention for the Leased Premises (other than the Pre-Existing Conditions that are required to be remediated under applicable Environmental Law);

(f) The Tenant has inspected and is satisfied with the soils, the soil condition and the soil compaction of the Leased Premises (other than the Pre-Existing Conditions that are required to be remediated under applicable Environmental Law);

(g) Except as otherwise expressly set forth in this Lease, and except for the provision of normal or typical municipal services, such as the provision of water, the maintenance of sewers and police and fire department services, the City shall not be required to perform any on-site work of any kind whatsoever or construct any improvements, furnish any services or facilities, perform any maintenance or make any repairs or alterations in or to the Leased Premises or the Cargo Facility to be situated on the Leased Premises, or build any infrastructure necessary to service the Leased Premises during the Term of this Lease (other than the City Infrastructure Improvements (as defined in the Phase I Lease), the construction of which shall be governed by the terms of the Phase I Lease);

(h) The Tenant hereby assumes the full and sole responsibility for (i) the construction of the Cargo Facility; (ii) the condition, operation, repair, demolition, replacement, maintenance and management of the Cargo Facility; and (iii) the performance of, and/or compliance with, all covenants, conditions and restrictions of record encumbering the Leased Premises from time to time;

(i) The Tenant will construct the Tenant Infrastructure Improvements, provided that the City will be responsible to pay the costs of, or reimburse the Tenant for paying the costs of, the Tenant Infrastructure Improvements through either direct payments to the Tenant or through credits against Base Rent due under the Lease, as set forth in Section 4.7 of this Lease and as set forth in the applicable Reimbursement Agreement related to the applicable Tenant Infrastructure Improvements; and

(j) The Tenant has examined the zoning and building codes and other applicable laws, statutes, ordinances and regulations relating to the Leased Premises and has examined all applicable covenants, conditions and restrictions of record relating to the Leased Premises, and the Tenant assumes all risks relating to compliance of the Leased Premises with such zoning and building codes and such other applicable laws, statutes, ordinances and regulations relating to the Leased Premises and all such applicable covenants, conditions and restrictions of record when constructing, operating and occupying the Cargo Facility and when operating, occupying and/or demolishing any existing buildings, improvements or structures at the Leased Premises.

(k) With respect to any piles of soil, construction materials or debris located on the Phase III Leased Premises as of the date of this Lease, the City shall endeavor to contact the third parties that the City can identify as those who deposited such soil, construction

materials or debris and direct such parties to remove such soil or debris. To the extent that the City is unable to have such piles of soil, construction materials or debris by third parties, the Tenant shall be responsible, at its sole cost and expense, for the proper disposal of any Airport or third party generated soils, construction materials or debris which may be located at the Phase III Leased Premises.

Without limiting the Tenant's acknowledgements, understandings, covenants and agreements set forth in this Section 2.6 above, the Tenant understands, acknowledges, covenants and agrees that: (i) THE CITY MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES, WHETHER THE LEASED PREMISES ARE SUITABLE FOR THE TENANT'S USES, PURPOSES OR NEEDS OR REGARDING ANY OF THE MATTERS DESCRIBED IN PARAGRAPHS (a) THROUGH (j) OF THIS SECTION 2.6 ABOVE; (ii) THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ENVIRONMENTAL CONDITION OF THE LEASED PREMISES; AND (iii) EXCEPT AS MAY RESULT FROM THE CITY'S DEFAULT IN ITS OBLIGATIONS UNDER THIS LEASE WITH RESPECT TO THE LEASED PREMISES, THE TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE CITY AND THE CITY'S REPRESENATIVES WHICH MAY CURRENTLY EXIST OR WHICH MAY ARISE IN THE FUTURE BY CONTRACT, AT COMMON LAW, IN EQUITY, OR UNDER STATUTE, NOW, OR AT ANY TIME, IN EFFECT AND RELATING TO THE PHYSICAL CONDITION OF THE LEASED PREMISES.

Section 2.7. Operation of Leased Premises Generally.

(a) Without limiting any other requirement set forth in this Lease, the Tenant shall conduct its operations at the Leased Premises and shall operate the Cargo Facility, in accordance with the requirements of this Lease, on a continuous basis during the Term of this Lease, and conduct its operations at the Cargo Facility and at the Leased Premises in a commercially reasonable manner in order to minimize the emanation of noise, vibration, dust, fumes and odors, so as not to interfere with the use of adjacent areas at the Airport or areas surrounding the Airport. At any time when the Cargo Facility is less than one hundred percent (100%) leased, the Tenant shall at all times be actively pursuing Cargo Facility Space Tenants to lease space at the Cargo Facility.

(b) The City and the Tenant acknowledge that the operation of the Tenant's business at the Leased Premises will enhance the economic development of the City. The Tenant's rights to use the Leased Premises are subject to the rights of the City, as landlord, to take all reasonable steps necessary to monitor compliance with this Lease to ensure that the Leased Premises are used and operated as required by this Lease.

(c) If the City receives and forwards to the Tenant any written complaint from a third party concerning the Tenant's operation of its business at the Leased Premises, the Tenant shall promptly respond to such complaint in writing within thirty (30) days of its receipt and make a good-faith attempt to explain and resolve or rectify the cause of such complaint.

Section 2.8. Title. The Tenant shall have the option, at its sole cost and expense, to direct a title company to issue to the Tenant an ALTA Leasehold Title Insurance Policy, insuring the Tenant's leasehold interest in the Leased Premises (the *"Leasehold Title Insurance Policy"*). The

City agrees that while this Lease is in effect that it will not encumber the Leased Premises in such a manner that such encumbrance adversely affects or may adversely affect the Tenant's quiet enjoyment of the Leased Premises. The Tenant shall, at the Tenant's sole expense, deliver to the City on the commencement of the Term an ALTA leasehold owner's title policy insuring the City's interest as lessor under this Lease in the same stated amount of as the Leasehold Title Insurance Policy insuring the City's interest in the Leased Premises and subject only to the Permitted Exceptions listed in *Exhibit A* attached hereto, and any other title matters resulting from the actions of the City or its agents.

Section 2.9. Manager; Availability of Employee for Entry. Throughout the Term, the management, maintenance and operation of the Tenant's business at the Leased Premises shall be under the supervision and direction of an active, qualified, competent and experienced manager who shall at all times be subject to the direction and control of the Tenant. The Tenant shall assign such manager, or cause such manager to be assigned, a duty station or office at the Leased Premises or at the leased premises under the Phase I Lease and such manager shall be available during regular business hours to allow the City access to the Leased Premises. The Tenant shall at all times during the absence of such manager provide the names and telephone numbers of at least two (2) employees who can be contacted in the event of an emergency at the Leased Premises. Further, the Tenant shall, at all times during construction of the Cargo Facility and thereafter during the Term, have an employee authorized to make decisions for the Tenant available at the Leased Premises or at the leased premises under the Phase I Lease or who may be contacted immediately by telephone or other communication to permit the City timely entry onto the Leased Premises or locked areas where required or permitted under this Lease.

Section 2.10. Permits and Vehicle Registration. The Tenant shall obtain all permits required for conducting its business at the Leased Premises, shall register all vehicles as may be required by laws and ordinances and display all permits or stickers as may be required. At the City's written request, the Tenant shall provide evidence to the City that the Tenant has obtained such permits and registrations.

Section 2.11. Use of Leased Premises in Compliance with Law.

(a) The Tenant shall use the Leased Premises for Permitted Uses only.

(b) Upon completion of the construction of any Improvements, the Tenant shall not operate or occupy, or permit the Leased Premises or any of the Improvements to be operated or occupied, in whole or in part, in a manner which would in any way violate any certificate of occupancy issued for any of the Improvements, or make void or voidable any insurance then in force with respect to the Leased Premises or any of the Improvements, or which would make it impossible to obtain fire or other insurance thereon required to be furnished by the Tenant under this Lease, or which would constitute a public or private nuisance, or which would disrupt the safe, efficient and normal operations of the Airport.

(c) The Tenant shall not use or occupy, or permit to be used or occupied, the Leased Premises or any of the Improvements, in whole or in part, in a manner which would violate any present or future, ordinary or extraordinary, foreseen or unforeseen, laws, statutes, ordinances or regulations of the federal, state or municipal governments or of any

other governmental, public or quasi-public authorities now existing or hereafter created, to the extent such governments or authorities have jurisdiction over the Leased Premises, whether or not the City also is liable for such violation.

(d) The Tenant shall not use or occupy, or permit the use or occupancy of, the Leased Premises or any of the Improvements, or permit any action to take place at, in or on the Leased Premises or any of the Improvements, or any portion of the Leased Premises or any of the Improvements, in a manner which would violate the terms, provisions, covenants, conditions and restrictions relating to the use, occupancy and operation of the Leased Premises or any of the Improvements contained in the Permitted Exceptions or as set forth in any laws, statutes, ordinances or regulations which are applicable to the Tenant's use, occupancy and/or operation of the Leased Premises or any of the Improvements (or any portion thereof) or any document or agreement of record relating to the Leased Premises (or any portion thereof).

Section 2.12. Primary Roads. The Tenant understands that Higgins Road and Mannheim Road, two primary public thoroughfares over which the Tenant will have access to the Leased Premises (*"Primary Roads"*) and that the Primary Roads are operated and maintained by the State and that the City has no control over traffic flow, repairs, or closures of the Primary Roads.

Section 2.13. Costs During Due Diligence Periods. All of the Tenant's costs and expenses incurred in connection with the performance of all inspections and other due diligence and in obtaining and reviewing all of the structural and geological reports, environmental assessments, title commitments and title policies, and any other items deemed necessary by the Tenant, whenever incurred, are the sole and absolute responsibility of the Tenant and such payment obligations are in addition to and not as a credit against, the Combined Rent and other Rent payable hereunder.

Section 2.14. Use of Common Areas. The Tenant and Tenant's Representatives, agents, customers, invitees and Cargo Facility Space Tenants shall have the nonexclusive right, in common with the City and its representatives, agents, customers, invitees and sublessees and all others to whom the City has or may hereafter grant rights, to use the Common Areas as designated from time to time by the City, subject to such reasonable regulations as the City may from time to time impose. The Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted Tenant's Representatives and the employees, agents, customers, invitees and employees of the Cargo Facility Space Tenants to conform to such regulations. The City may at any time temporarily close any portion of the Common Area to make repairs or to do such other acts in and to the Common Area as in its judgment may be desirable to improve the utilization thereof, so long as such closure does not materially interfere with the Tenant's operation of the Leased Premises. The Tenant shall not at any time interfere with the rights of the City and other Third Party Tenants and their respective officers, employees, agents, customers, invitees and sublessees to use any part of the Common Areas. Failure of the Tenant to abide by the City's rules and regulations shall be considered to be a default by the Tenant hereunder, and shall entitle the City to exercise any of its rights and/or remedies herein set forth.

Section 2.15. Closing of the Monitoring Wells. The City and the Tenant acknowledge that there may be monitoring wells located at the Leased Premises (the *"Monitoring Wells"*). To

the extent in the possession of the City, the City will deliver to the Tenant a list of all Monitoring Wells and map prints with the locations of all Monitoring Wells. To the extent that there are Monitoring Wells located at the Leased Premises, the City agrees to close the Monitoring Wells in accordance with the procedures established by the USEPA and/or the IEPA, as applicable. The Tenant and the City acknowledge that the closing of the Monitoring Wells may not occur until after the Commencement Date, and that notwithstanding the fact that the Monitoring Wells are not closed prior to the Commencement Date: (i) the Commencement Date shall occur as set forth in Section 3.1 hereof; (ii) following the Commencement Date, the Tenant shall remain obligated to pay Combined Rent, Maintenance Rent, Impositions, Capital Improvements and Maintenance Reserve payments and all other Rent on the dates when such amounts are due and payable hereunder; and (iii) the Tenant shall remain obligated to perform all other covenants, agreements, obligations and liabilities under this Lease, including, without limitation, construction of the Improvements within the time periods set forth herein, unless the failure to close the Monitoring Wells impedes construction of the Improvements in a material way. To the extent the failure to close a Monitoring Well impedes construction in a material way, such delay shall constitute a Force Majeure Delay.

Section 2.16. Tenant Infrastructure Improvements. With respect to the construction and development of the Cargo Facility on the Leased Premises, the City and the Tenant acknowledge and agree that the infrastructure improvements described in this Section 2.16 below (and as more fully described in *Exhibit I* attached hereto, the *"Tenant Infrastructure Improvements"*) will need to be constructed in order for the Tenant to operate the Cargo Facility on the Leased Premises upon completion of construction of the Cargo Facility. The Tenant Infrastructure Improvements will be constructed by the Tenant.

(a) Utility and South Access Road Improvements.

(i) As part of the Tenant Infrastructure Improvements to be constructed by the Tenant, the Tenant shall construct an extension to the existing South Access Road to allow the South Access Road to service the Phase III Leased Premises, as more fully described in Exhibit I attached hereto. In addition to the extension of the South Access Road, certain utilities and related infrastructure will be constructed under and/or along the South Access Road, as more fully described in Exhibit I attached hereto (collectively, the "*Utility and South Access Road Improvements*").

(ii) The Tenant has estimated that the budget for the Utility and South Access Road Improvements to be $967,016.00 which includes a ten percent (10%) construction contingency. (This amount does not include any estimated costs for remediation of environmental conditions or disposal of Excess Soils.) The Tenant shall deliver to the City within sixty (60) days of the date of this Lease, true, correct and complete copies of the Tenant Infrastructure Improvements Design Plans for the construction of the Utility and South Access Road Improvements and the contracts for the construction of the Utility and South Access Road Improvements. A final estimate for the costs of the design and construction of the Utility and South

Access Road Improvements shall be determined through consultation between the City and the Tenant following the City's receipt of the final Tenant Infrastructure Improvements Design Plans for the construction of the Utility and South Access Road Improvements and the applicable contracts for the construction of the Utility and South Access Road Improvements (the "*Final Utility and South Access Road Cost Estimate*"). Subject to the terms and conditions of the reimbursement agreement between the City and the Tenant for the Utility and South Access Road Improvements (the "*Utility and South Access Road Reimbursement Agreement*"), the City shall reimburse the Tenant for the actual and verifiable costs for the design and construction of the Utility and South Access Road Improvements approved by the City, which amount shall not exceed the Final Utility and South Access Road Estimate. As set forth in the Utility and South Access Road Reimbursement Agreement, in the event the actual costs of the design and construction of the Utility and South Access Road Improvements shall exceed the Final Utility and South Access Road Improvements Estimate due to no fault, negligence, misconduct, or omissions of the Tenant or the Tenant's Contractor, the City and the Tenant shall meet to discuss the reasons for the increased costs and the City will determine if it will increase the amount it will pay for the costs of the design and construction of the Utility and South Access Road Improvements over the Final Utility and South Access Road Cost Estimate.

(iii) At the sole election of the City, the City shall reimburse the Tenant for the actual and verifiable costs for the design and construction of the Utility and South Access Road Improvements as determined pursuant to the terms and provisions of in Section 2.16(a)(ii) above through (A) direct reimbursement by the City to the Tenant and/or (B) rent credits against Combined Rent, which reimbursement of the Tenant shall be pursuant to the terms and provisions of Section 4.7 of the Lease and the terms and provisions of the Utility and South Access Road Reimbursement Agreement.

(b) Taxilane NN Improvements.

(i) As part of the Tenant Infrastructure Improvements to be designed and constructed by the Tenant, the Tenant shall construct (i) a Taxilane NN running between the taxiway and the ramp servicing the Phase III Cargo Facility to allow ingress and egress of aircraft utilizing the Phase III Cargo Facility, (ii) an Air Side Service Road to allow vehicles ingress and egress to the Phase III Cargo Facility, and (iii) construction of applicable utilities from the southern edge of the Taxilane NN to the south side of the Air Side Service Road, as more fully described in Exhibit I attached hereto (collectively, the "*Taxilane NN Improvements*").

(ii) The Tenant has estimated that the budget for the Taxilane NN Improvements is estimated to be $11,651,524.00 which includes a ten percent (10%) construction contingency. (This amount does not include any estimated costs for remediation of environmental conditions or disposal of Excess Soils.) The Tenant shall deliver to the City within sixty (60) days of the date of this Lease, true, correct and complete copies of the Tenant Infrastructure Improvements Design

Plans for the design and construction of the Taxilane NN Improvements. The contracts for the construction of the Taxilane NN Improvements will be delivered to the City within one hundred and eighty (180) days of the date of this Lease. A final estimate for the costs of the design and construction of the Taxilane NN Improvements shall be determined through consultation between the City and the Tenant after the Tenant provides to the City the final Tenant Infrastructure Improvements Design Plans for the Taxilane NN Improvements and the applicable contracts for the construction of the Taxilane NN Improvements (the "*Final Taxilane NN Cost Estimate*"). Subject to the terms and conditions of the reimbursement agreement between the City and the Tenant for the Taxilane NN Improvements (the "*Taxilane NN Reimbursement Agreement*"), the City shall reimburse the Tenant for the actual and verifiable costs for the design and construction of the Taxilane NN Improvements approved by the City, which amount shall not exceed the Final Taxilane NN Cost Estimate. As set forth in the Taxilane NN Reimbursement Agreement, in the event the actual costs of the construction of the Taxilane NN Improvements shall exceed the Final Taxilane NN Estimate due to no fault, negligence, misconduct, or omissions of the Tenant or the Tenant's Contractor, the City and the Tenant shall meet to discuss the reasons for the increased costs and the City will then determine if it will increase its payments for the costs of the design and construction of the Taxilane NN Improvements over the Final Taxilane NN Cost Estimate.

(iii) At the sole election of the City, the City shall reimburse the Tenant for the actual and verifiable costs for the design and construction of the Taxilane NN Improvements as determined pursuant to the terms and provisions of Section 2.16(b)(ii) above through (A) direct reimbursement by the City to the Tenant and/or (B) rent credits against Combined Rent, which reimbursement of the Tenant shall be pursuant to the terms and provisions of Section 4.7 of the Lease and the terms and provisions of the Taxilane NN Reimbursement Agreement.

(iv) The City has informed the Tenant that the City will seek FAA funds for the construction of the Taxilane NN Improvements. For the Taxilane NN Improvements, where Federal Contract Requirements for FAA funded projects are inconsistent with, or conflict with, City requirements, the Parties agree that the Tenant will comply with Federal Contract Requirements in lieu of the City requirements to the extent of such inconsistency. The Tenant shall notify the City in writing whenever the Tenant believes that compliance with the Federal Contract Requirements will prevent the Tenant from complying with City requirements with respect to the construction of the Taxilane NN Improvements and the City will have the opportunity to respond where the City does not reasonably believe there is an inconsistency between the Federal Contract Requirements and the City requirements.

(c) Revision of the Airside Perimeter of the Airport in the Vicinity of the Phase III Leased Premises.

(i) As part of the Tenant Infrastructure Improvements to be designed and constructed by the Tenant, the Tenant shall reconfigure the Airside perimeter of the Airport in the vicinity of the Phase III Leased Premises so that the construction of certain portions of the Utility and South Access Road Improvements, the Taxilane NN Improvements, and the Phase III Cargo Facility will be constructed on the Landside of the Airport and certain portions of the foregoing will be constructed on the Airside of the Airport, all subject to the prior approval of the City. Upon completion of the construction of each of the foregoing, the Airside perimeter of the Airport shall be reconfigured so that the Utility and South Access Road Improvements, the Taxilane NN Improvements, and the Phase III Cargo Facility, excepting certain areas, will be included within the Airside portion of the Airport, as more fully described in Exhibit I attached hereto (collectively, the "*Airside Perimeter Work*"), and subject to the approval of the Transportation Security Administration. The Parties shall work together to minimize the work that will need to be performed on the Airside portion of the Airport. The parties agree that prior to the commencement of the construction of the Tenant Infrastructure Improvements that the Tenant shall deliver to the City its proposal for the timing and location of the Airside perimeter during such construction for review by the City, provided that no construction on the Tenant Infrastructure Improvements until the City and the Tenant have agreed to the Airside perimeter at the Airport during all phases of the construction of the Tenant Infrastructure Improvements.

(ii) The City and the Tenant agree that the initial budget for the Airside Perimeter Work is estimated to be $1,700,000.00 which includes a ten percent (10%) construction contingency. The Tenant shall deliver to the City within sixty (60) days of the date of this Lease, true, correct and complete copies of the Tenant Infrastructure Improvements Design Plans for the design and construction of the Airside Perimeter Work and the contracts for the construction of the Airside Perimeter Work. A final estimate for the costs of the design and construction of the Airside Perimeter Work shall be determined upon consultation between the City and the Tenant after the Tenant provides to the City the final Tenant Infrastructure Improvements Design Plans for the Airside Perimeter Work and the applicable contracts for the construction of the Airside Perimeter Work (the "*Final Airside Perimeter Work Cost Estimate*"). Subject to the terms and conditions of the reimbursement agreement between the City and the Tenant for the Airside Perimeter Work (the "*Airside Perimeter Work Reimbursement Agreement*"), the City shall reimburse the Tenant for the actual and verifiable costs for the construction of the Airside Perimeter Work approved by the City, which amount shall not exceed the Final Airside Perimeter Work Cost Estimate. As set forth in the Airside Perimeter Work Reimbursement Agreement, in the event the actual costs of the design and construction of the Airside Perimeter Work shall exceed the Final Airside Perimeter Work Cost Estimate due to no fault, negligence, misconduct, or omissions of the Tenant or the Tenant's Contractor, the City and the Tenant shall meet to discuss the reasons for the increased costs and the City will then determine if it will increase its payments for the costs of the design and

construction of the Airside Perimeter Work over the Final Airside Perimeter Work Cost Estimate.

(iii) At the sole election of the City, the City shall reimburse the Tenant for the actual and verifiable costs for the construction of the Airside Perimeter Work as determined pursuant to the terms and provisions of Section 2.16(c)(ii) above through (A) direct reimbursement by the City to the Tenant and/or (B) rent credits against Combined Rent, which reimbursement of the Tenant shall be pursuant to the terms and provisions of Section 4.7 of the Lease and the terms and provisions of the Airside Perimeter Work Reimbursement Agreement.

(d) Tug Road. The Tenant shall have the same rights, and the City shall have the same obligations, with respect to the Tug Road, as set forth in Section 2.16(c) of the Phase I Lease.

(e) Tenant Infrastructure Improvements Design Plans.

(i) The Tenant shall be responsible for completing the preparation of the plans for the design of the Tenant Infrastructure Improvements consisting of the Utility and South Access Road Improvements, the Taxilane NN Improvements, and the Airside Perimeter Work, all as more fully described in Exhibit I (collectively, the *"Tenant Infrastructure Improvements Design Plans"*). The Tenant shall be responsible for the construction of the Tenant Infrastructure Improvements in compliance with the Tenant Infrastructure Improvements Design Plans that have been completed and approved by the City, which reimbursement will be pursuant to the terms and provisions of the Utility and South Access Road Reimbursement Agreement, Taxilane NN Reimbursement Agreement, and the Airside Perimeter Work Reimbursement Agreement, respectively The City shall be responsible for the payment of the costs of the completion of the Tenant Infrastructure Improvements Design Plans. Notwithstanding the above provisions of this Section 2.16(e), the Tenant shall be responsible, at its sole cost and expense, for constructing any lines for Utilities within the boundary of the Leased Premises and for connecting the lines for Utilities to the Utilities portion of the Tenant Infrastructure Improvements to be located at the boundary of the Leased Premises.

(ii) The Tenant will not modify or change the Tenant Infrastructure Improvements Design Plans in any manner whatsoever without the prior written consent of the City; *provided* that the City agrees not to unreasonably withhold, delay or condition its consent to immaterial field changes to the Tenant Infrastructure Improvements Design Plans. Any change orders relating to the construction of the Tenant Infrastructure Improvements are subject to the prior written consent of the City and the City agrees to endeavor to respond within seven (7) Business Days following the receipt of a request for consent to a proposed change order to the Tenant Infrastructure Improvements Design Plans. To the extent the Tenant Infrastructure Improvements Design Plans are modified in such a manner that *Exhibit I* attached hereto has to be revised to conform with the modification of the Tenant Infrastructure Improvements Design Plans, the City and

the Tenant agree to modify *Exhibit I* to reflect the revisions to the Tenant Infrastructure Improvements Design Plans; *provided* that notwithstanding any modification to the Tenant Infrastructure Improvements Design Plans, the Tenant Infrastructure Improvements shall be of a quality at least equal to the quality of the Tenant Infrastructure Improvements as originally set forth in *Exhibit I* to this Lease.

(f) Taxilane Improvements. As set forth in Section 2.16(e) of the Phase I Lease, the Tenant shall have the same rights with respect to the use of the Taxilane Improvements as the tenant under the Phase I Lease.

(g) Assignment of Design Documents. On the Effective Date or promptly following the Effective Date, the City will deliver to the Tenant all current design documents in the possession of the City relating to the Tenant Infrastructure Improvements, if any, and the Tenant agrees to diligently complete such design plans by contracting with the original design engineer or with such other third party design engineer such that the Tenant Infrastructure Improvements can be completed by the end of the thirty-six (36) month construction period for the Improvements to be constructed pursuant to the terms and provisions of this Lease.

(h) Construction Permits for the Tenant Infrastructure Improvements. Following the Effective Date and completion of the Tenant Infrastructure Improvements Design Plans to the extent necessary, the Tenant agrees to promptly apply for all Construction Permits and proceed diligently until all applicable Construction Permits have been obtained.

(i) Construction and Installation of Utilities within the Phase III Leased Premises. Notwithstanding the above provisions of this Section 2.16, the Tenant shall be responsible, at its sole cost and expense, for constructing any lines for Utilities within the boundary of the Phase III Leased Premises and for connecting the lines for Utilities to the Utilities portion of the Tenant Infrastructure Improvements to be located at the boundary of the Phase III Leased Premises.

(j) Completion of Tenant Infrastructure Improvements. Upon the completion of the construction of the Tenant Infrastructure Improvements, the Tenant shall deliver to the City a completion certificate in the form described in Section 5.9(a) of this Lease.

Section 2.17. *Use of Ramp.* It is understood by the City and the Tenant that to the extent that the Ramp is not being used at any time by a Cargo Facility Space Tenant or any carrier or airlines that has a contractual right to use the Ramp pursuant to a contractual agreement with a Cargo Facility Space Tenant, the Tenant agrees that it will allow, or otherwise shall request the Cargo Facility Space Tenants to allow, the Ramp to be available for use by any carrier that provides cargo service at the Airport, subject to a reasonable contractual arrangement allowing such use, which contract shall include reasonable rental provisions, an indemnification of the Tenant, the Cargo Facility Space Tenants, and the City, and insurance coverage that satisfies the City's insurance requirements.

ARTICLE 3

TERM

Section 3.1. Term of Lease.

(a) Term. (i) The Term of this Lease for the lease of the Leased Premises from the City to the Tenant shall be indivisible and non-severable, shall be for a period of thirty-five (35) years which thirty-five (35) year period shall commence on the Date of Beneficial Occupancy (the *"Commencement Date"*) and shall expire at 11:59 p.m. Chicago time on the date immediately prior to the thirty-fifth (35th) anniversary date of the Commencement Date (the *"Phase III Termination Date"*), unless this Lease is terminated on an earlier date pursuant to the terms and provisions of this Lease (the "*Term*" or the *"Phase III Term"*). The City and the Tenant agree to promptly memorialize the Commencement Date in writing following the determination of the Commencement Date.

(b) Possession of the Leased Premises. Possession of the Leased Premises shall be delivered to the Tenant on the Effective Date.

Section 3.2. Holdover of Leased Premises. In the event of the continued occupancy by the Tenant of all or a portion of the Leased Premises after the Termination Date or any prior date following the expiration or termination of this Lease without the prior written consent of the City, the Tenant shall pay Combined Rent and other Rent for the entire holdover period for the applicable portion of the Leased Premises at one hundred fifty percent (150%) of the amount of the annual rate of the Combined Rent and other Rent last payable, on a per diem basis, during the last calendar year falling within the Term. No occupancy by the Tenant after the expiration or other termination of this Lease shall be construed to extend the Term. Also, in the event of any unauthorized and willful occupancy after expiration or termination of this Lease, the Tenant shall indemnify the City against all damages arising out of the Tenant's remaining in possession of the Leased Premises during the holdover period.

Section 3.3. Return of the Leased Premises.

(a) On or prior to 11:59 p.m. Chicago time on the Phase III Termination Date or on or prior to 11:59 p.m. Chicago time on the day of such earlier termination of this Lease in accordance with its terms, time being of the essence, the Tenant shall return to the City the Leased Premises in good condition and repair, excluding ordinary wear and tear, and the Tenant shall remove all personal property and trade fixtures (including all equipment) of the Tenant from the Leased Premises prior to the Termination or such earlier date of termination.

(b) The Tenant shall not remove any permanent Improvements constructed on the Leased Premises, including the Fuel System, the Trunkline to the Fuel System or any portion of the Fuel System or the Cargo Facility, or any fixtures (other than trade fixtures which have been installed by the Tenant for the Tenant's specific use of the Improvements) without the City's prior written approval or permission. The Tenant shall repair any damage to the Leased Premises or the Improvements, including the Fuel System, caused

by the Tenant's removal of any of the personal property or trade fixtures. All such removal and repair required of the Tenant pursuant to this Section 3.3 shall be at the Tenant's sole cost and expense. If the Tenant fails to remove any items required to be removed by the Tenant hereunder or fails to repair any resulting damage prior to the termination of this Lease, then the City may remove said items, and repair any resulting damage and the Tenant shall pay the City's out-of-pocket costs of any such removal and repair, together with interest thereon at the Default Rate from and after the date such costs were incurred until receipt of full payment therefor. The Tenant shall also furnish to the City (with respect to the Improvements if not previously delivered to the City), and the City shall have the right to utilize a complete set of the "as-built" plans and specifications for all of the Improvements in connection with any construction, repairs, demolition, restoration, improvement or other work performed by, or for the benefit of, the City with respect to the Improvements or with respect to the area at, or in the vicinity of, the Leased Premises. Upon the written request of the City, the Tenant shall also deliver to the City all final reports prepared for the Tenant on the environmental or physical condition of the Leased Premises to the extent not previously delivered to the City. Upon termination or expiration of this Lease, the Tenant shall disclose to the City the existence of any USTs at the Leased Premises which were either installed or utilized by the Tenant and, at the City's option, any such USTs at the Leased Premises shall be deemed conveyed to the City, or shall be removed from the Leased Premises at the sole cost and expense of the Tenant. The Tenant shall confirm any such conveyance of USTs by a bill of sale for such USTs to the City, if requested by the City. The Tenant shall perform any removal of USTs required by the City in accordance with the provisions of Article 13 of this Lease, including without limitation, in accordance with all Environmental Laws. Notwithstanding the foregoing, the Tenant may, at its option, at any time during the Term of this Lease or upon expiration or termination of this Lease, remove any USTs at the Leased Premises, in accordance with all Environmental Laws and in accordance with Article 13 of this Lease.

Section 3.4. Reversion to the City; Quit Claim Deed. From the Effective Date, this Lease conveys to the Tenant a leasehold estate in the Leased Premises, and it is intended by the City and the Tenant that the City shall be forever the holder of fee simple title to the Leased Premises, and upon completion of construction, the Tenant Infrastructure Improvements. On the last day of the Term, or upon any earlier termination of this Lease or upon any earlier termination of the Tenant's right of possession under this Lease, the Tenant shall have no further interest in, or right to, the Leased Premises, the Cargo Facility or any of the other Improvements. Upon termination of this Lease and at the request of the City, the Tenant shall execute and deliver to the City (in recordable form) all documents deemed reasonably necessary by the City to evidence such conveyance, including, without limitation, a quit claim deed and a document (in recordable form) with respect to the Leased Premises, the Cargo Facility and all other Improvements. The Tenant covenants and agrees that on the Termination Date or otherwise upon termination of this Lease in accordance with its terms, the Leased Premises, including the Cargo Facility and all of the other Improvements, shall vest in the City free of all liens, mortgages, security interests and encumbrances caused or permitted by the Tenant. The Tenant shall also deliver to the City true and complete maintenance records for the Leased Premises, including the Cargo Facility, for the seven (7) year period prior to the termination of this Lease, all original licenses and permits then pertaining to the Leased Premises, permanent certificates of occupancy then in effect for the Cargo Facility, and all

assignable warranties and guarantees then in effect which the Tenant has received in connection with any work or services performed with respect to the Leased Premises, or with respect to the equipment installed at the Leased Premises, together with a duly executed assignment of any of the foregoing to the City. All maintenance and service contracts affecting the Leased Premises entered into by the Tenant shall terminate on the last day of the Term or upon any earlier termination of this Lease or upon the earlier termination of the Tenant's right of possession under this Lease.

Section 3.5. City's Option to Buy Out Tenant's Leasehold Estate.

The City shall have the right and option (the *"Option"*) on the fifteenth (15th) anniversary of the Commencement Date (the *"Buy-Out Date"*) to buy out the Tenant's leasehold estate in the Leased Premises (the *"Leasehold Estate"*), and thereby terminating the Leasehold Estate for any purpose. The City's decision and election to buy out the Leasehold Estate shall be conclusive and not subject to challenge by the Tenant or any third person whatsoever. The City's early termination of this Agreement is provided for under the following conditions:

(a) The City may exercise its Option to buy out the Leasehold Estate, by giving the Tenant not less than two hundred seventy (270) calendar days advance written notice of its intention to exercise the Option (*"Option Notice"*).

(b) Upon the exercise of the Option, the effective date of the purchase of the Leasehold Estate and the date of termination of this Lease shall be later of the fifteenth anniversary date of the Commencement Date or the date the City tenders the Buy-Out Amount. The date of termination of the Lease if the Option is exercised is hereinafter referred to as the *"Option Termination Date."*

(c) If the City exercises its Option to buy-out this Lease, the "Buy-Out Amount" shall be equal to the greater of: (i) appraised value of the remaining term of the Leasehold Estate, taking into account that the Phase III Cargo Facility is situated on the Leased Premises (the *"Appraised Value"*); or (ii) one-hundred percent (100%) of the Pay-Off Amount (as defined in Section 3.5(d) below). For purposes of this Section 3.5(c), the Appraised Value shall be determined as follows:

(i) To determine the Appraised Value the Tenant and the City shall each, within 45 days from the date the Tenant receives the Option Notice, select an independent appraiser with not less than 10 years of experience in the business of appraising commercial real estate in the northwest area of metropolitan Chicago, and at or near O'Hare International Airport, and who is an S.R.P.A. or S.R.E.A. designated member of the Society of Real Estate Appraisers or an M.A.J. designated member of the American Institute of Real Estate Appraisers or a comparable organization (the appraisers selected by the City and the Tenant shall each be referred to herein as an *"Initial Appraiser"*).

(ii) Each Initial Appraiser shall submit to the City and the Tenant, within the 30 days after both appointments, its written determination of the Appraised Value in the form of a MAI Appraisal. If the determination of the Appraised Values by the Initial Appraisers are less than five percent (5%) apart (*i.e.*, the higher appraisal is less than one hundred five percent (105%) of the lower appraisal), the Appraised Value shall be determined by taking the average of the two appraisals. In the event the Appraised Values determined by the Initial Appraisers are five percent (5%) or more apart (*i.e.*, the higher appraisal is one hundred five percent (105%) or more of the lower appraisal), the Initial Appraisers shall, within fourteen (14) days after submittal of both appraisals, select a third appraiser who meets the same criteria as required of an Initial Appraiser (*"Third Appraiser"*). The Third Appraiser shall submit to the City and the Tenant, within 30 days after its appointment, its written determination of the Appraised Value in the form of a MAI Appraisal. If the appraisal of the Third Appraiser is ten percent (10%) or less at variance from the point that is equidistant between the appraisals of the Initial Appraisers, the average of the three appraisals shall determine the Appraised Value. If the appraisal of the Third Appraiser is more than ten percent (10%) at variance from the point that is equidistant between the appraisals of the Initial Appraisers, the Appraised Value shall be determined by taking the average of the two closest appraisals.

(iii) If either party fails to designate an Initial Appraiser as herein required, the Initial Appraiser designated by the other party shall conduct the appraisal herein required and his or her determination shall be binding upon the parties.

(iv) If the two Initial Appraisers so designated fail to designate a Third Appraiser, when required, then either party may apply to a court of competent jurisdiction or the American Arbitration Association at Chicago, Illinois to make such designation. The determination of such appraiser as herein provided shall be final and binding upon the parties and a final judgment thereon may be entered in a court of competent jurisdiction on the petition of either party.

(d) If the City exercises its Option the City will tender to the Permitted Leasehold Mortgagee (and deduct from the Buy-Out Amount due to the Tenant, if any) that amount (the *"Pay-Off Amount"*) equal to (i) the then outstanding principal amount of the loan secured by the Leasehold Mortgage, together with all accrued and unpaid interest through the date of tender of the Pay-Off Amount and prepayment penalties and other lender charges, **less** (ii) any amounts attributable to charges incurred because principal or interest payments were not paid by Tenant as and when due, such as late charges or additional interest. The City shall not be liable for or required to pay any amounts attributable to charges incurred because principal or interest amounts were not paid by the Tenant as and when due. The Tenant shall reimburse the City for any interest which is paid by the City as part of the Pay-Off Amount.

(e) The Tenant agrees to cause the Leasehold Mortgagee to provide to City a debt service schedule prepared in accordance with generally accepted accounting standards (*"Debt Service Schedule"*) in anticipation of the payment of the loan in full on the Option Termination Date which shall: (i) state the original outstanding principal amount of the loan; (ii) show the schedule of amortization of such financing over the term of the loan, provided all principal and interest payments are paid in the amounts and on the dates required by the loan documents; (iii) state the Pay-Off Amount for the loan, (iv) show any amounts that are attributable to charges incurred because principal or interest amounts were not paid as and when due, such as late charges or additional interest charges. The Debt Service Schedule shall be accompanied by appropriate back-up documentation supporting the manner in which the Debt Service Schedule was derived.

(f) It shall be Tenant's responsibility to cause the Leasehold Mortgagee to: (i) provide the Debt Service Schedule to the City, together with such documentation as may be requested by City to verify the Debt Service Schedule; (ii) accept the Pay-Off Amount from the City; and (iii) record a satisfaction of the Leasehold Mortgage. The Tenant and the Leasehold Mortgagee shall maintain their books and records in accordance with generally accepted accounting principles, and shall provide such documentation as the City may request.

(g) In the event of any termination of the Leasehold Estate pursuant to the provisions of this Section 3.5: (i) the Tenant shall vacate the Leased Premises and shall leave the Leased Premises free and clear of all liens, claims and encumbrances whatsoever as may have been caused by Tenant, other than the Cargo Facility Space Leases which are in effect; (ii) all Cargo Facility Space Leases shall be assigned to the City or such entity as the City shall designate and City shall be entitled to record such assignments in the Office of the Recorder of Deeds of Cook County, and the Tenant shall deliver all documents relating to the Phase III Cargo Facility and the Cargo Facility Space Leases and all deposits and pre-paid rentals paid by the Cargo Space Facility Tenants; (iii) the City and the Tenant shall prorate all real estate taxes and other pro-ratable expenses of the Leased Premises to the date of final termination of this Lease and (iv) the parties shall be released of all further obligations to each other under this Lease, except for liabilities that have accrued prior to the date of termination of the Leasehold Estate including without limitation, the Buy-Out Amount, any unpaid Rent due hereunder, and any interest that the City has paid to the Leasehold Mortgagee as part of the Pay-Off Amount. The right of termination pursuant to the provisions of this Section 3.5 is in addition to any other right of termination available to the City under other provisions of this Lease.

(h) In the event the City exercises the Option, the City shall be required to tender the Buy-Out Amount calculated in accordance with the provisions of this Section 3.5 not later than one hundred eighty (180) days from the date the Buy-Out Amount is determined; provided that the City may unilaterally terminate the exercise of the Option and unilaterally terminate its obligation to tender the Buy-Out Amount if the City sends written notice to the Tenant not more than ninety (90) days from the date the Buy-Out Amount is determined of the City's intention to terminate the Option.

(i) In the event the City exercises the Option, the City shall pay the fees and costs of the Initial Appraiser appointed by the City and the Tenant shall pay the fees and costs of the Initial Appraiser appointed by the Tenant and the City and the Tenant shall each pay one-half of the fees and costs of the Third Appraiser, if any; provided that if the City terminates the Option and the obligation to tender the Buy-Out Amount as provided in Section 3.5(h) above, the City shall be obligated to pay (or reimburse the Tenant for) all of the fees and expenses of both Initial Appraisers and of the Third Appraiser, if any.

(j) Provided that the City has received the Permitted Leasehold Mortgagee's address for notice, promptly after sending the Option Notice to the Tenant, the City agrees that it will simultaneously send a copy of the Option Notice to the Permitted Leasehold Mortgagee. The Tenant consents to the City's sending to the Permitted Leasehold Mortgagee a copy of the Option Notice as provided herein above.

ARTICLE 4

RENT

Section 4.1. Place of Payment. The Tenant covenants and agrees to pay to the City all of the Combined Rent and all other Rent and all other amounts owed to the City under this Lease without off-set, deduction or discount (except as otherwise expressly set forth in this Lease), in lawful money of the United States, to the City at the Office of the City Comptroller, 333 South State Street, Room 420, Chicago, Illinois 60604, or to such other place or person as the City may direct the Tenant by written notice. Payment of Combined Rent and all other Rent is independent of every other covenant and obligation in this Lease. The City shall not be obligated to bill the Tenant for the Combined Rent or any other Rent or any other amounts owed to the City under this Lease. Payment by the Tenant to the City of compensation pursuant to this Lease shall not be considered to be a tax and shall be in addition to and exclusive of all license fees, taxes or franchise fees which the Tenant may now or in the future be obligated to pay to the City, including under any use agreement or any other agreement with the City.

Section 4.2. Phase III Maintenance Rent and Phase III Base Rent.

(a) Subject to the provisions in Section 4.2 (c) below, the Tenant covenants and agrees to pay maintenance rent for the Leased Premises as calculated in *Exhibit B-1* attached hereto (the *"Maintenance Rent"* or the *"Phase III Maintenance Rent"*) in advance and in monthly installments equal to one-twelfth (1/12th) of the aggregate amount of annual Phase III Maintenance Rent commencing on the Effective Date (the *"Phase III Maintenance Rent Commencement Date"*) and on the first day of each calendar month thereafter to the date immediately prior to the Phase III Base Rent Commencement Date (as such Phase III Maintenance Rent shall be increased as provided in *Exhibit B-1*); *provided, however,* if the Phase III Maintenance Rent Commencement Date is not the first day of any calendar month or the Termination Date is not the last day of any calendar month, the monthly installment of Phase III Maintenance Rent for such month shall be

adjusted ratably on the basis of the number of days in the partial month for which the payment is due.

(b) Notwithstanding whether the Commencement Date has occurred, the Tenant covenants and agrees to pay during the Term, and in the case where the date set forth in Section 4.2(b)(iii) below is the Phase III Base Rent Commencement Date, the Tenant covenants and agrees to pay, prior to the Commencement Date of the Term, Base Rent commencing on the Base Rent Commencement Date for the Leased Premises as calculated in *Exhibit B-2* attached hereto in advance and in monthly installments equal to one-twelfth (1/12th) of the aggregate amount of annual Base Rent on the first day of each calendar month (as such Base Rent shall be increased as provided in *Exhibit B-2*) commencing on the earlier of (the *"Phase III Base Rent Commencement Date"*):

(i) The date when the initial certificate of occupancy is issued for any warehouse portion of the Phase III Cargo Facility by the City of Chicago Department of Buildings;

(ii) Three (3) years following receipt by the Tenant of Construction Permits for the Phase III Cargo Facility (subject to Force Majeure Delays and the provisions of Sections 4.2(c) or 13.13 below which result in a delay of the construction of the Phase III Cargo Facility); or

(iii) May 1, 2023;

provided, however, if the Phase III Base Rent Commencement Date is not the first day of any calendar month or the Termination Date is not the last day of any calendar month, the monthly installment of Base Rent for such month shall be adjusted ratably on the basis of the number of days in the partial month for which the payment is due.

(c) The construction for the Improvements (the *"Phase III Construction Period"*) commencing with the issuance of the Construction Permits for the construction of the Improvements is anticipated to be not longer than thirty-six (36) months (subject to Force Majeure Delays). If, as a result of the environmental remediation work to be performed by the Tenant under Section 13.13 of this Lease, the Phase III Construction Period will exceed thirty-six (36) months, the City and the Tenant shall enter into a written agreement extending the date set forth in Section 4.2(b)(ii) above by the number of days the Phase III Construction Period is extended beyond the original thirty-six (36) month period as a result of the delays directly caused by the environmental remediation work performed at the Phase III Leased Premises.

Section 4.3. [Intentionally Omitted]

Section 4.4. [Intentionally Omitted].

Section 4.5. Percentage Rent.

(a) In addition to the Phase III Maintenance Rent and the Phase III Base Rent and all other Rent payable by the Tenant under this Lease, the Tenant covenants and agrees to pay during the Term as additional rent hereunder an amount equal to three percent (3%) of any Gross Revenue generated by the Leased Premises and the Cargo Facility during each calendar quarter and in the manner hereinafter set forth (the *"Percentage Rent"*).

(b) Payments of Percentage Rent shall be paid quarterly and shall be due and payable quarterly each year (i) on May 1 of each year for the preceding calendar quarter ending on March 31 of each year during the Term, (ii) on August 1 of each year for the preceding calendar quarter ending on June 30 of each year during the Term, (iii) on November 1 of each year for the preceding calendar quarter ending on September 30 of each year during the Term, and (iv) on February 1 of each year for the preceding calendar quarter ending on December 30 of each year during the Term. Each payment of Percentage Rent shall be accompanied by a certificate of the chief financial officer of the Tenant as to the amount and method of calculation of Gross Revenue and Percentage Rent, setting forth all of the components of Gross Revenue for such calendar quarter and including the financial statement required below.

Percentage Rent shall also be payable by the Tenant for the final calendar quarter of the Term on a prorated basis if the Term ends prior to the end of such calendar quarter.

(c) In addition to the quarterly certificates required under Section 4.5(b) above, the Tenant shall within forty-five (45) days after the end of each Lease Year deliver to the City an annual financial statement for the immediately preceding Lease Year certifying the amount of the Gross Revenue for such Lease Year. Such statement shall set forth in detail reasonably satisfactory to the City the computation of the Gross Revenue (including all components thereof), and Percentage Rent for such year, together with such other information as the City may deem reasonably necessary for the determination of the Percentage Rent. Except for such changes as are necessary to calculate the Gross Revenue, the statements required above shall be prepared in accordance with generally accepted accounting principles on the accrual basis consistently applied and otherwise in such manner as the City shall have approved in writing.

(d) For purposes of this Lease, *"Gross Revenue"* shall mean, with respect to each calendar quarter or each Lease Year, as applicable, all "Monthly Net Rent" (as defined in the Cargo Facility Space Leases), or other payments constituting base rent, or other amounts in lieu of "Monthly Net Rent" or other base rent received by, or on behalf of, the Tenant under each of the Cargo Facility Space Leases, office space leases or other leases or subleases of the Cargo Facility or the Leased Premises; amounts paid under any business interruption insurance or loss of rents of insurance policy relating to the Cargo Facility; termination fees paid by any Cargo Facility Space Tenants, office space tenants, or other tenants or sub-tenants; and damages in lieu of rent payable by Cargo Facility Space Tenants, office space tenants or other tenants or sub-tenants on account of a default.

(e) The Tenant shall keep complete and accurate accounts, records and books of all Gross Revenue and other information necessary or pertinent to determine the amount of Percentage Rent, including any records prepared for electronic data processing and all records prepared as a result of such processing, all of which shall be kept by the Tenant at its local office or at the Tenant's management office for the Leased Premises for at least seven (7) years after each annual financial statement has been delivered to the City.

(f) The Tenant's books of account and records shall be made available to the City and its agents (or copies shall be furnished at the City's request) at all times, on not less than five (5) days' notice, during regular business hours for examination and audit. If such books and records are located outside the City of Chicago, the Tenant shall make them available to the City within the City of Chicago. If the results of such examination by the City establish a deficiency in Percentage Rent payable to the City, the Tenant shall within ten (10) days, pay to the City the amount of the deficiency. In the event that a deficiency in such Percentage Rent of five percent (5%) or more is established for any calendar year, the Tenant shall pay the full cost of any examination requested by the City and shall also pay interest on said deficiency in Percentage Rent from the time it should have been paid until the date said at the Default Rate. The inspection on behalf of the City may be made by an officer, employee or other designee of the City.

(g) The City shall not, as a result of the rights granted herein to receive Percentage Rent, be considered as a co-owner, co-partner or co-venturer with the Tenant in the Leased Premises.

Section 4.6. Proceeds Rent.

(a) In addition to Base Rent and all other Rent payable by the Tenant under this Lease, but subject to the provisions of Sections 4.6A, 4.6B and 4.6C below, the Tenant covenants and agrees to pay during the Term, as additional Rent hereunder, an amount equal to three percent (3%) of any Gross Proceeds (as hereinafter defined) from a Financing (as hereinafter defined) or Sale (as hereinafter defined) of the Tenant's leasehold interest in the Leased Premises, or any portion thereof, as the case may be, at the times and in the manner hereinafter set forth (the *"Proceeds Rent"*).

(b) Payments of the Proceeds Rent shall be paid immediately upon a Sale or Financing, as follows: upon payment of such portion of the purchase price in a Sale and each funding of Debt in a Financing, accompanied by a certificate of the chief financial officer of the Tenant as to the amount of Gross Proceeds of the Sale or Financing. At the election of the City, the City and the Tenant shall coordinate payment of the Proceeds Rent through an escrow.

(c) Subject to the terms and provisions of Section 11.8 of this Lease, the Tenant shall, at the time of each Sale or Financing, deliver to the City a statement certifying the amount of the Gross Proceeds for such Sale or Financing and the amount of the Proceeds Rent due and payable to the City. Such statement shall set forth in detail reasonably satisfactory to the City the computation of Gross Proceeds, and Proceeds Rent therefor,

together with such other information as the City may deem reasonably necessary for the determination of the Proceeds Rent. Except for such changes as are necessary to calculate the Gross Proceeds from the Sale or Financing, as the case may be, the statements required above shall be prepared in accordance with generally accepted accounting principles on the accrual basis consistently applied and otherwise in such manner as the City shall have approved in writing.

(d) Solely for purposes of this Section 4.6 and Sections 4.6A, 4.6B, and 4.6C below, capitalized terms set forth below shall have the meanings ascribed to them below.

(i) "*Affiliate*" shall mean a Person, controlling, controlled by, or under the common control of or in other active business with the Tenant. If the Tenant is (A) a corporation, then any officer, employee, director or stockholder of such corporation; (B) a partnership or joint venture, then any partner or joint venturer or employee of such partnership or joint venture; (C) a limited liability company, then any member or employee of such limited liability company; (D) a trust, then any trustee, officer or employee of the trust or the of such entity; (E) an Illinois or other land trust, then any owner of any portion of the Beneficial Interest in, or power of direction over, such land trust; or (F) in the case of individuals, Persons who are related by blood or marriage, shall be an "*Affiliate*".

(ii) "*Beneficial Interest*" shall mean the interest of the Beneficiary in any trust of which it is beneficiary, if the Tenant is ever a land trust or other trust.

(iii) "*Beneficiary*" shall mean the beneficiary under a trust which at any time the Tenant is a trustee under a land trust or other trust.

(iv) "*Debt*" shall mean the principal amount of indebtedness of the Tenant for borrowed money secured by a Leasehold Mortgage, any rights, title or interest in the Tenant's interest under this Lease or a Beneficial Interest.

(v) "*Financing*" shall mean the placement and funding of any Debt.

(vi) "*Gross Proceeds*" shall mean (A) the purchase price in a Sale (including, without limitation, (I) the principal and interest of any Debt to which the Sale is subject or which is assumed and (II) the fair market value of any consideration consisting of property other than cash), and (B) the amount of the Debt in the case of a Financing, less the amount of Gross Proceeds on which the Tenant has previously paid Proceeds Rent to the City in connection with a Financing pursuant to this Section 4.6.

(vii) "*Leasehold Mortgage*" shall mean any mortgage of the Leasehold Estate or any right, title or interest in the Tenant's interest under this Lease or a Beneficial Interest.

(viii) "*Limited Proceeds Rent Waiver*" shall have the meaning set forth in Section 4.6B(a) of this Lease below.

(ix) "*Limited Proceeds Rent Waiver Outside Date*" shall have the meaning set forth in Section 4.6B(a) of this Lease below.

(x) "*Permitted Transfers*" shall have the meaning set forth in Section 4.6A(b) of this Lease below.

(ix) "*Sale*" shall mean (A) a sale, assignment, transfer or other conveyance of any portion of the Tenant's interest under this Lease (including an assumption and assignment of the Lease by the Tenant as debtor or debtor in possession or by a trustee in bankruptcy acting on behalf of the Tenant) and/or in the Leased Premises or any portion of the Leased Premises and/or of the Cargo Facility or any portion of the Cargo Facility; (B) execution and delivery of a contract to convey any portion of the Tenant's interest under this Lease upon payment of part or all of the purchase price which is accompanied by a transfer of possession and the risks and benefits of ownership to the purchaser; (C) a taking by eminent domain or sale in lieu of a taking by eminent domain of any portion of the Tenant's interest under this Lease or in or to any portion of the Leased Premises or the Cargo Facility; (D) a transaction or series of related transactions involving the Tenant which has the economic equivalence to the owners of interests in the Tenant as a transaction described as a Sale, regardless of the form of such transaction, whether by sales of direct or indirect interests in the Tenant (including, without limitation, sales or other transfer of any membership interests in the Tenant or in any constituent members of the Tenant or in any corporate stock, partnership interests or Beneficial Interests in any future tenant organized as a corporation, partnership or trust, respectively, or in any constituent shareholders, partners or beneficiaries thereof) or sales of assets by an entity which owns the Tenant's interest under this Lease and other property.

(e) The Tenant shall keep complete and accurate accounts, records and books of all rents, income, receipts, revenues, issues and profits received from the Leased Premises and the Cargo Facility and all expenses, costs and expenditures for the Leased Premises and the Cargo Facility and other information necessary or pertinent to determine the amount of Proceeds Rent, including any records prepared for electronic data processing and all records prepared as a result of such processing, all of which shall be kept by the Tenant at its local office or at the management office for the Leased Premises for at least seven (7) years after each annual financial statement has been delivered to the City.

(f) The Tenant's books of account and records shall be made available to the City and its agents (or copies shall be furnished at the City's request) at all times, on not less than five (5) Business Days' notice, during regular business hours for examination and audit. If such books and records are located outside the City of Chicago, the Tenant shall make them available to the City within the City of Chicago. If the results of such examination by the City establish a deficiency in Proceeds Rent payable to the City, the

Tenant shall within ten (10) days pay to the City the deficiency. In the event that a deficiency in such Proceeds Rent of five percent (5%) or more is established for any calendar year, the Tenant shall pay the full cost of any examination requested by the City and shall also pay interest on said deficiency in Proceeds Rent from the time it should have been paid until the date said at the Default Rate. The inspection on behalf of the City may be made by an officer, employee or other designee of the City.

(g) The City shall not, as a result of the rights granted herein to receive Proceeds Rent, be considered as a co-owner, co-partner or co-adventurer with the Tenant in the Leased Premises.

(h) Notwithstanding the above provisions of this Section 4.6, the Tenant shall not be required to pay Proceeds Rent on any initial construction financing obtained by the Tenant to pay the costs of constructing the Improvements or on any permanent financing obtained to refinance any such construction financing, in an amount less than or equal to the amount of original construction financing or the cost of construction of the Improvements; *provided* that the Tenant does not use any portion of the proceeds of the financing to pay itself or any of its members or any Affiliates any distributions as a return of equity capital or a return on equity capital or for any other purpose. The Tenant shall not be required to pay Proceeds Rent for receipt of (i) proceeds from business interruption or loss of rents insurance proceeds or (ii) the Buy-Out Amount payable under Section 3.5 of this Lease.

Section 4.6A. Permitted Transfers.

(a) The Tenant represents and warrants to the City the following:

(i) The Tenant is 99.9% owned by RAL CAC, LLC, a Delaware limited company ("*RAL CAC*");

(ii) The Tenant is 0.1% owned by Aeroterm Chicago II, LLC, a Delaware limited liability company ("*ACII*");

(iii) ACII is wholly owned by RAL GP, LLC, a Delaware limited liabililty company ("*RAL GP*")

(iv) RAL CAC is wholly owned by RAL US Holdings, LLC, a Delaware limited company ("*RAL US*");

(v) RAL US is wholly owned by RAL Splitter LP, a Delaware limited partnership ("*RAL Splitter LP*");

(vi) RAL Splitter LP is wholly owned by Realterm Airport Logistics REIT, LLC, a Delaware limited liability company (the "*REIT*") and RAL Splitter GP, LLC, a Delaware limited liability company ("*RAL Splitter GP*");

(vii) RAL Splitter GP is wholly owned by the REIT;

(viii) The REIT is wholly owned by Realterm Airport Logistics Properties, L.P., a Delaware limited liability company (the "*Fund*");

(ix) RAL GP is the general partner of the Fund;

(x) RAL GP is owned directly or indirectly by certain principals of Aeroterm Management, LLC ("*Aeroterm*");

(xi) The Fund and the REIT are controlled and managed by RAL GP;

(xii) RAL GP is controlled by principals of Aeroterm through Real Asset Holdings; and

(xiii) The REIT and the Fund are structured as open-ended investment vehicles allowing the transfer of investor ownership interests therein without any change in the control or day-to-day management of the REIT or the Fund.

(b) Subject to: (i) the truth and accuracy of the representations and warranties of the Tenant in Section 4.06A(a) above; (ii) the continued and uninterrupted management of the Phase III Cargo Facility by the principals of Aeroterm; and (iii) compliance by the Tenant with the terms and provisions of Sections 4.06B and 4.06C below; and notwithstanding the restrictions upon any Sale or other transfers set forth in Section 12.01 below, the City consents to: (A) the future transfers of, or the issuance of additional ownership interests in the REIT and the Fund, respectively; and (B) the transfer of ACII's 0.1% interest in the Tenant to RAL CAC(or an affiliate thereof, including, without limitation, Transportation Infrastructure Properties, LLC ("*TrIPS*") and/or by RAL CAC of the transfer of interests in the Tenant to its direct or indirect subsidiaries (including, without limitation, TrIPS) (collectively, the "*Permitted Transfers*"); provided that it is understood by the Tenant that the City is not consenting to any Sales or other transfers, etc., other than Permitted Transfers.

Section 4.6B. Limited Proceeds Rent Waiver.

(a) Subject to the truth and accuracy of the representations and warranties of the Tenant in Section 4.06A(a) above and compliance by the Tenant with the terms and provisions of this Section 4.06B and Section 4.06C below, the City agrees to waive the payment of Proceeds Rent by the Tenant pursuant to Section 4.6 above upon the occurrence of any Permitted Transfers through December 31, 2031 (the "*Limited Proceeds Rent Waiver*"); provided that the Limited Proceeds Rent Waiver shall terminate at 12:01 on January 1, 2032 (the "*Limited Proceeds Rent Waiver Outside Date*"). From and after the Limited Proceeds Rent Waiver Outside Date, any transfer of ownership interests in the Fund or the REIT or any issuance of new ownership interests in the Fund or the REIT or any other Permitted Transfer shall be treated as a Sale for purposes of

Section 4.6 above and shall result in the liability and obligation on the part of the Tenant to pay Proceeds Rent to the City in accordance with the terms and provisions of Section 4.6 of this Lease for any such transfer whether or not such transfer was previously a Permitted Transfer.

(b) The City's consent to the Permitted Transfers contained in Section 4.06A(b) above and the City's Limited Proceeds Rent Waiver shall not apply to (i) any public offering of the REIT, the Fund, or any of their successors or assigns, (ii) any transfers of interests in the Tenant, RAL CAC, RAL US, RAL Splitter LP, RAL Splitter GP, RAL GP, Real Asset Holdings or Aeroterm, except the transfer of the interest of ACII in the Tenant as described above in Section 4.6A(b)(iii)(B); (iii) any transfer by the Tenant of any interest in this Lease of the Tenant's leasehold interest in the Leasehold Premises, or (iv) any recapitalization of the REIT Or the Fund resulting in the transfer of substantially all of the ownership interests in the REIT or the Fund to a new party or parties.

Section 4.6C. Conditions to Permitted Transfers and Limited Proceeds Rent Waiver. Notwithstanding the terms and provisions of Sections 4.6A and 4.6B above, the City's consent to the any transfer of ownership interests in the Fund or the REIT or any issuance of new ownership interests in the Fund or the REIT or any other Permitted Transfer and the City's agreement to the Limited Proceeds Rent Waiver, shall in all cases be subject to the following:

(a) Prior to any Permitted Transfer or series of transfers that constitutes a Permitted Transfer which results in a current or future owner of at least 7.5% of the ownership interests in the REIT or the Fund (an "*EDS Owner*"), the Tenant shall deliver to the City updated Economic Disclosure Statements (in the case of an existing owner becoming an EDS Owner) or initial Economic Disclosure Statements for any new EDS Owner who did not have a prior existing ownership interest in the REIT or the Fund, and upon the City's review receipt and review of such Economic Disclosure Statements, the City shall have the right to reject the proposed transfer or series of transfers by notifying the Tenant of such rejection, and, in such event, upon such notification by the City the proposed transfer or series of transfers shall not be consummated;

(b) Prior to any Permitted Transfer or series of transfers that constitutes a Permitted Transfer which result in a transfer of the ownership interests in the REIT or the Fund, to a new entity or person who is not currently an owner or previously a-proved by the City, the City shall have the right to reject any new entity or person's ownership of interests in the REIT or the Fund if such person or entity is not an institutional investor or is an entity or person with whom the City has a reasonable objection as a result of legal, regulatory, security or similar concerns of the public interest, and the City shall notify the Tenant of such rejection and, in such event, upon such notification by the City the proposed transfer or series of transfers shall not be consummated or shall otherwise be nullified to the satisfaction of the City if the transfer or series of transfers have previously been consummated prior to the time that the City had notice of such transfer or series of transfers or prior to the time the City had a reasonable opportunity to notify the Tenant of the City's objection to such transfer or series of transfers and the Tenant agrees to

promptly provide to the City evidence that such transfer or series of transfers have been nullified;

(c) On or before the date of this Lease, receipt by the City of an amount equal to $201,777.50 which constitutes the present value of any Proceeds Rent that would have been due under this Lease from time to time resulting from transfers that otherwise constitute Permitted Transfers for the period from the date of this Lease to the Limited Proceeds Rent Waiver Outside Date; and

(d) Written evidence that the Tenant has paid the State, County, and City Transfer Taxes that is due relating to, from time to time, any transfer of ownership interests in the Fund or the REIT or any issuance of new ownership interests in the Fund or the REIT or any other Permitted Transfer.

Section 4.7. Credits Against Combined Rent. The City agrees that to the extent that the City has funds available to reimburse the Tenant for the Tenant's out of pocket costs for all or a portion of the costs of constructing the Tenant Infrastructure Improvements pursuant to the provisions of Section 2.16 of this Lease and the terms and provisions of the Utility and South Access Road Reimbursement Agreement, the Taxilane NN Reimbursement Agreement, and the Airside Perimeter Work Reimbursement Agreement, as applicable or for any environmental remediation of the Phase III Leased Premises pursuant to Section 13.13 of this Lease and the terms and provisions of the Environmental Remediation Work Reimbursement Agreement, that the City will do so on an ongoing basis pursuant to the terms and provisions of Section 2.16 and the terms and provisions of the Utility and South Access Road Reimbursement Agreement, the Taxilane NN Reimbursement Agreement, and the Airside Perimeter Work Reimbursement Agreement, as applicable and Section 13.13 and the terms and provisions of the Environmental Remediation Work Reimbursement Agreement, respectively. To the extent that the City does not have funds available to reimburse the Tenant for the construction of the Tenant Infrastructure Improvements or for any or all of the environmental remediation required to be performed at the Phase III Leased Premises under Section 13.13, the Tenant shall be entitled to credits against Combined Rent as provided in this Section 4.7 (the "*Phase III Rent Credits*").

(a) The Tenant shall be entitled to Phase III Rent Credits against Combined Rent next coming due under this Lease for the following expenditures; *provided* that all such credits shall be approved in writing by the City:

(i) (A) The amount of any principal and interest payable on any loan obtained by the Tenant to finance solely the construction of the Tenant Infrastructure Improvements (a "*Tenant Infrastructure Improvements Loan*"); *provided* that the City shall have the right to approve, in writing, the terms and provisions of the Tenant Infrastructure Improvements Loan; *provided further*, that the Tenant must provide the City with written evidence that the Tenant has actually made the payment of principal and/or interest on the Tenant Infrastructure Improvement Loan before applying for a credit for such payments against Combined Rent.

(B) In the event that the Tenant obtains one loan to finance both the Cargo Facility and the Tenant Infrastructure Improvements (the "*Combined Loan*"), the principal and interest on that portion of the Combined Loan reasonably allocated by the Tenant to the financing of the construction of the Tenant Infrastructure Improvements (the "*Tenant Infrastructure Improvements Loan Allocation*"); *provided that*, the City shall have the right to approve, in writing, the terms and provisions of the Combined Loan and the Tenant Infrastructure Improvements Loan Allocation; *provided further*, that the Tenant must provide the City with written evidence that the Tenant has actually made the payment of principal and/or interest on the Combined Loan before applying for a credit for payments relating to the Tenant Infrastructure Improvements Loan Allocation against Combined Rent.

(C) Notwithstanding the provisions of Section 4.7(a)(i)(A) and (B) above, the Tenant shall not be entitled to a credit against Combined Rent for any late payment charges, default interest or other payments coming due as a result of a default by the Tenant in any of its obligations related to a Tenant Infrastructure Improvements Loan or a Tenant Infrastructure Improvements Loan Allocation.

(ii) Out-of-pocket costs paid by the Tenant to the service providers providing electricity, gas and land line telephone service connections, solely for costs charged by such service providers to bring such services to the boundary of the Leased Premises or for the costs of bringing any sanitary sewer lines to the boundary of the Leased Premises; *provided that*, if the City causes such services to be brought to the boundary (or in the vicinity of the boundary of the Leased Premises) then the Tenant shall not be permitted a credit against Combined Rent under this Section 4.7(a)(ii). The Tenant will not receive a credit for costs of any electricity, gas, telephone, sanitary sewer or drainage lines that are constructed within the boundary of the Leased Premises or to connect into such utility lines. The Tenant shall be responsible for delivering to the City written evidence of the costs paid by the Tenant, to bring such gas, electric, telephone, sanitary sewer and storm drainage lines to the boundary of the Leased Premises.

(iii) To the extent the Tenant must utilize its own funds or equity contributions from third parties to complete the construction of the Tenant Infrastructure Improvements (the *"Tenant Infrastructure Improvements Equity Contribution"*) in lieu of or in addition to any proceeds obtained from the financing of Tenant Infrastructure Improvements, the Tenant shall receive a Phase III Rent Credit against Combined Rent coming due hereunder in the amount of the Tenant Infrastructure Improvements Equity Contribution as such Tenant Infrastructure Improvements Equity Contribution is applied to pay the costs of the Tenant Infrastructure Improvements; *provided that,* in order to be entitled to a credit against Combined Rent under this Section 4.7(a)(iii), the City must agree that the deficiency in any loan amount (the *"Construction Fund Deficiency"*) is not the

result of the Tenant's negligence or willful misconduct in failing to contain costs of construction; *provided further,* that a Construction Fund Deficiency resulting from a "change order" from the Tenant Infrastructure Design Plans must be approved in advance by the City in accordance with the provisions of Section 5.2 of this Lease; *provided further*, that any third party providing a Tenant Infrastructure Improvements Equity Contribution will have to submit to the City an Economic Disclosure Statement, in form and substance satisfactory to the City, and after receipt of the Economic Disclosure Statement the City shall have the right to approve the provider of the Tenant Infrastructure Improvements Equity Contribution, which consent shall not be unreasonably withheld; provided further, that any credit against Combined Rent for the use of funds constituting a Tenant Infrastructure Improvements Equity Contribution shall include an interest component at the lesser of an interest rate per annum equal to (A) the preferred return set forth in the agreement pursuant to which the equity contributed is made or (B) seven and one-half percent (7-1/2%) per annum for the period from the time the Tenant Infrastructure Improvements Equity Contribution or portion thereof is actually utilized to pay the costs of constructing the Tenant Infrastructure Improvements to the date the Tenant receives the credit for such Tenant Infrastructure Improvements Equity Contribution, or portions thereof, against Combined Rent.

(iv) Out-of-pocket costs paid by the Tenant for the costs of materials, labor and other expenses incurred in connection with any work under Section 13.13 of this Lease, including the costs of any environmental engineer or consultant as permitted under Section 13.13 of this Lease.

(b) Procedure for Obtaining Credits Against Combined Rent. In order for the Tenant to be entitled to a credit against Combined Rent under Section 4.7 above, the Tenant must comply with the following requirements:

(i) Any credits against Combined Rent must be for out-of-pocket costs or payments previously expended by the Tenant and the Tenant shall not be entitled to credits against Combined Rent for any liabilities that have been accrued but are unpaid by the Tenant. In addition, the Tenant shall not be entitled to a credit against Combined Rent for any default interest or late payments on any amounts for which the Tenant shall be entitled to a credit against Combined Rent hereunder.

(ii) Whenever the Tenant believes it is entitled under this Lease to a credit against monthly Combined Rent on a date when monthly Combined Rent is due, the Tenant must submit to the City a certificate in substantially the form attached hereto as *Exhibit K* (the *"Combined Rent Credit Certificate"*), not less than thirty (30) days prior to the date when the Tenant believes it will be entitled to such credit. The Combined Rent Credit Certificate shall be accompanied by true, correct and complete copies of paid invoices, sworn contractor's affidavits, and other documents evidencing the Tenant's right to the requested credit against Combined Rent. If the City objects to any portion of the credit which the Tenant is taking

against Combined Rent on the next monthly payment date following receipt of a Combined Rent Credit Certificate, unless the City and the Tenant have agreed to the actual amount of the credit to be taken by the Tenant on such monthly payment date, the Tenant shall defer the amount of any credit against Combined Rent disputed by the City until such amount can be resolved by the City and the Tenant; *provided* that notwithstanding any other provisions of this Lease, no credit may be taken against Combined Rent (or any other Rent due hereunder) that has not been approved in writing by the City. The City's failure to object to the proposed credit on or before the date when the credit is taken by the Tenant, shall not be deemed a waiver by the City to object to such credit at a future date. The City shall be entitled to audit at any time any credit against the Tenant's payment of Combined Rent and if the City is able to reasonably determine that the Tenant was not entitled to the credit against Combined Rent in the amount that the Tenant had taken or, if the Tenant cannot substantiate its right to the amount of such credit with appropriate documentation in the reasonable determination of the City, the Tenant shall pay the costs of the audit and shall pay any Combined Rent owing as a result of the improper credit, together with interest on such amount at the Default Rate.

(iii) After submitting a Combined Rent Credit Certificate and prior to the payment date to which the Combined Rent Credit Certificate relates, the Tenant may submit a written amendment to the City amending the Combined Rent Credit Certificate, provided that if the amendment is intended to increase the amount of the credit against Combined Rent that the Tenant originally requested, the Tenant shall defer the amount of additional credit until it has been approved in writing by the City.

(iv) All credits against Combined Rent shall be equal to the actual amount paid for the expenses permitted under Section 4.7(a) of this Lease on a dollar-for-dollar basis without interest or other enhancements to the amount of the credit.

(c) City's Election to Pay Amount of Combined Rent Credits to Tenant. To the extent the Tenant is entitled to a credit against Combined Rent as provided in this Section 4.7, the City may elect to pay all or a portion of any amount of such credit directly to the Tenant or to the party entitled to such amount and any credit against Combined Rent requested by the Tenant shall be reduced by the amount of such payment.

(d) Fuel Farm Lease Combined Rent Credits. In addition to the Phase III Rent Credits against Combined Rent as provided in Section 4.7(a) above, the Tenant shall be entitled to additional credits against Combined Rent under this Lease as reimbursement for certain costs incurred by the Tenant in connection with the construction of the Fuel System in accordance with the provisions of the Fuel Farm Lease (the "*Fuel Farm Lease Combined Rent Credits*"). Subject to confirmation of the expenditure of the construction costs incurred by the Tenant for the construction of the Fuel System as provided in the Fuel Farm Lease, and provided that the construction costs of the Fuel System are not less than Three Million Three Hundred Thousand Dollars ($3,300,000.00) (the "*Minimum Fuel System*

Construction Costs"), the Tenant shall be entitled to Fuel Farm Lease Combined Rent Credits against the payment of Combined Rent due from time to time under this Lease, as follows:

(i) In the first Lease Year, the Fuel Farm Lease Combined Rent Credits shall be in the amount of Five Hundred Thousand Dollars ($500,000.00) (the "*First Lease Year Fuel Farm Combined Rent Credit Amount*").

(ii) In order to receive the Fuel Farm Lease Combined Rent Credits during the first Lease Year, the Tenant must submit to the City a Combined Rent Credit Certificate not less than thirty (30) days prior to the date when the Tenant believes it will be entitled to such credit, provided that if the Tenant fails to deliver such Combined Rent Credit Certificate when due, the Tenant shall not have been deemed to have waived its right to such credit but the receipt of such credit will be delayed until such time as the City process such late Combined Rent Credit Certificate. The Combined Rent Credit Certificate shall be accompanied by a certification of the Tenant that the construction costs of the Fuel System were not less than the Minimum Fuel System Construction Costs. During the first Lease Year, the Tenant agrees to request the First Lease Year Fuel Farm Combined Rent Credit Amount evenly over the twelve months of the first Lease Year. If the City objects to any portion of the credit which the Tenant is taking against Combined Rent on the next monthly payment date following receipt of a Combined Rent Credit Certificate, unless the City and the Tenant have agreed to the actual amount of the credit to be taken by the Tenant on such monthly payment date, the Tenant shall defer the amount of any credit against Combined Rent disputed by the City until such amount can be resolved by the City and the Tenant; *provided* that notwithstanding any other provisions of this Lease, no credit may be taken against Combined Rent (or any other Rent due hereunder) that has not been approved in writing by the City. The City's failure to object to the proposed credit on or before the date when the credit is taken by the Tenant, shall not be deemed a waiver by the City to object to such credit at a future date. The City shall be entitled to audit, at any time, any credit against the Tenant's payment of Combined Rent due under this Lease and if the City is able to reasonably determine that the Tenant was not entitled to any credit taken by the Tenant against Combined Rent or if the Tenant cannot substantiate the amount of any such credit with appropriate documentation in the reasonable determination of the City, the Tenant shall pay the costs of the audit and shall pay any Combined Rent owing as a result of the improper credit, together with interest on such amount at the Default Rate.

(e) The Tenant and the City agree that during the First Lease Year, the First Lease Year Fuel Farm Combined Rent Credit Amount shall be applied ratably on a monthly basis as credits against the monthly payment of Combined Rent due under this Lease, and thereafter to the extent there is any Combined Rent due during any month during the First Lease Year after application of the First Lease Year Fuel Farm Combined Rent Credit Amount, the Tenant may request any additional Phase III Rent Credit that may be available

under Section 4.7(a), in accordance with the procedures set forth in this Section 4.7 (b) above.

Section 4.8. Other Charges. The Tenant covenants and agrees that all Rent specified in this Lease shall be absolutely net to the City, to the end that this Lease shall yield net to the City the entire Rent, and so that all costs, fees, interest, charges, expenses, utilities, water rates, electricity, gas, taxes and assessments, general and special, lawfully levied, assessed upon or related to the Leased Premises, or any part thereof, or upon the Improvements (other than the Fuel System, *provided that*, the Tenant may be required to pay costs and fees to the Fuel System Operator for access to, and the use of, the Fuel System) or other structures, buildings or improvements at any time situated on the Leased Premises, or lawfully levied or assessed upon the leasehold interest created hereby, during the Term, shall be deemed additional Rent due and payable by the Tenant hereunder.

Section 4.9. Interest on Overdue Amounts. The Tenant covenants and agrees that Rent and any additional Rent or other charges not paid when due shall bear interest at the Default Rate from the due date thereof; *provided* that interest on overdue Taxes or insurance premiums or other additional Rent not payable to the City shall not accrue unless and until the City has expended such amounts pursuant to the terms of this Lease following the Tenant's failure to pay such overdue taxes or insurance premiums.

Section 4.10. Taxes.

(a) The Tenant shall pay, as part of the Rent payable under this Lease for the Leased Premises, directly to the collecting authority, all taxes, assessments and levies, general and special, including special assessments, ordinary and extraordinary, foreseen or unforeseen of every name, nature and kind whatsoever, including water rates or rents, sewer rates or rents, excises, licenses and permit fees (the foregoing collectively referred to as *"Impositions"*), which Impositions are attributable to the Tenant or which at any time during the Term of this Lease are taxed, charged, assessed, levied or imposed upon (i) the Leased Premises, upon the leasehold estate of the Tenant hereby created, upon the reversionary estate in the Leased Premises, and/or upon any other property, equipment or facility used in the operation or maintenance of the Leased Premises; (ii) the Cargo Facility, upon the leasehold estate of the Tenant created hereby, upon the reversionary estate in the Cargo Facility and any other improvements, buildings and structures located at or on the Leased Premises, and/or upon any other property, equipment or facility used in the operation or maintenance of the Cargo Facility; *provided* that the Tenant shall not be responsible for the payment of Impositions attributable to the Fuel System after the transfer of the Fuel System to the Fuel System Operator (*provided that*, the Tenant may be required to pay costs and fees to the Fuel System Operator for access to, and the use of, the Fuel System); or (iii) any rents or sub-rents received from the Leased Premises or the Cargo Facility for any period during the Term. The Tenant shall pay all Impositions before they shall become delinquent. The Tenant shall not be obligated to pay any Impositions attributable to any calendar year prior to the calendar year in which the Term commences and the Tenant shall not be obligated to pay any Impositions assessed against the Leased Premises for the period from and after the end of the Term; *provided* that, Impositions

assessed against the Leased Premises that includes a period of time during the Term and a period of time following the end of the Term shall be prorated such that the Tenant shall be responsible to pay that portion of the Impositions relating to the period prior to and including the last day of the Term.

(b) The Tenant may in good faith and with due diligence contest the amount or validity of the Impositions by appropriate legal proceedings, so long as the Impositions are paid when due and there is no risk of sale or forfeiture of the Leased Premises or any interest therein to satisfy such Imposition.

(c) If under applicable law any Imposition may at the option of the taxpayer be paid in installments, the Tenant may elect to pay such Imposition in installments as the same shall from time to time become due under applicable law, together with such interest as may accrue thereon as the result of such installment payment. Nevertheless, if any such installments become due and are payable after the Termination Date or earlier termination of the Lease, the Tenant at the Tenant's option shall either pay all such installments and accrued interest becoming due after the expiration of this Lease not later than the date for the payment of the last installment of the Base Rent, or shall then deposit with the City such cash or securities satisfactory to the City sufficient to pay such installments (and interest then or thereafter accruing thereon) as and when the same become due.

(d) Any Impositions (other than Impositions payable in installments as referred to in Section 4.10(c) above) relating to a fiscal or taxing period of the public authority imposing the Imposition which falls partly within the Term and partly after the Termination Date or earlier termination of the Lease, shall be considered as accruing from day to day during such fiscal or taxing period so that the amount thereof shall be adjusted and prorated between the City and the Tenant on the Termination Date or the earlier termination of the Lease. Commencing on a date no later than eighteen (18) months prior to the Termination Date, the Tenant shall pay into an escrow established with a title company or other independent escrow agent selected by the City, an amount sufficient to pay that portion of such Impositions which were not payable prior to the Termination Date, (i) which accrued during the Term or (ii) which relate to fiscal or taxing periods falling entirely within the Term or which relate to the leasehold estate (even if the fiscal period for which they are payable or assessed extends beyond the Term); *provided* that the funds on deposit in such escrow shall not relieve the Tenant from its obligation to pay the Imposition described in clauses (i) and (ii) above when due. The terms of said escrow shall be subject to review and approval by the City. Alternatively, in lieu of the tax escrow described above, the City will agree to accept a letter of credit or other security in amount and form and from a bank with an office in the City of Chicago, all subject to the reasonable approval of the City, as security for payment of such Impositions; *provided* that acceptance of such letter of credit shall not relieve the Tenant from its obligation to pay the Impositions described in clauses (i) and (ii) above when due. The Tenant shall be liable for all Impositions relating to the Tenant's leasehold estate regardless of when the Impositions are assessed or payable. The Tenant shall be liable for all Impositions assessed against the Leased Premises during the Term regardless of when the Impositions are assessed or payable, unless the Tenant elects to holdover the Leased Premises beyond the Termination Date in which event the Tenant

shall also be responsible for the Impositions assessed against the Leased Premises for such holdover period. For the purposes of this Section 4.10(d), if any Imposition subject to deposit in escrow has not yet become due and payable or the rate or amount thereof has not become fixed at the Termination Date, then the estimated amount of the Imposition for the purposes of calculating the aforementioned escrow deposit shall be based upon one hundred ten percent (110%) of the amount or rate of the same relevant Imposition for the immediately preceding fiscal or taxing period of the public authority. Upon determination of an Imposition for which funds have been escrowed, the escrow agreement shall provide that either the escrow agent shall pay the Imposition to the extent of funds on deposit with the escrow agent or the Tenant shall pay the Imposition and shall be reimbursed from the funds on deposit with the escrow agent to the extent of such funds. If the funds on deposit with the escrow agent are insufficient to pay the Impositions, the Tenant shall pay the balance of any Impositions due and payable.

(e) The Tenant shall deliver to the City at the City's request, within thirty (30) days after the date when any Imposition would become delinquent, receipts of the appropriate taxing or other authority, or other evidence reasonably satisfactory to the City, evidencing the payment of the Impositions.

(f) Not more than thirty (30) days after the Effective Date, the Tenant shall advise the Office of the Assessor of Cook County, Illinois, of this Lease and the leasing of the Leased Premises by the Tenant in order to have the Leased Premises separately assessed from other property of the City, and in that connection, shall file appropriate tax division petitions, if necessary. Until the Leased Premises are separately assessed from other property of the City, or if at any time any bills for Impositions cover the Leased Premises and other property which is not exempt from such Impositions, such bills shall be equitably apportioned by the City, and the Tenant shall pay its proportionate share of such bills in the manner and at the times set forth in this Section as if such bill related solely to the Leased Premises and the other buildings, structures and improvements located and the other buildings, structures and improvements located at the Leased Premises. Such equitable apportionment shall take into account the area of the Leased Premises as a fraction of the total area of the property subject to the bill and (if any parts of the subject land are improved) and the relative value of the Cargo Facility to the improvements on the remainder of the subject property which are not exempt from such Impositions, as reasonably determined by the City.

The City agrees to cooperate with the Tenant, at the Tenant's sole expense, in the Tenant's effort to cause the Leased Premises to become separately assessed from other property of the City.

(g) The Tenant may file an application with the City of Chicago and the County of Cook for a Class 6b (or similar) real estate tax incentive for the Cargo Facility. The City agrees that it will cooperate with the Tenant's applications for such real estate tax incentives.

Section 4.11. Utilities. The Tenant shall at its sole cost and expense obtain separately metered utilities for all utility service it requires at the Leased Premises. The Tenant shall promptly pay for all utility service directly to the appropriate utility company. The City has no responsibility to furnish the Tenant with any Utilities and makes no representations or warranties as to the availability of Utilities from the companies furnishing such Utilities. Any interruption of Utility services for any reason whatsoever, including, without limitation, interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies, or any other causes, shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Leased Premises or any part thereof, or relieve the Tenant from performance of the Tenant's obligations under this Lease or render the City liable to the Tenant for damages unless the interruption of utility services is the direct result of the City's willful misconduct or negligent acts or omissions at the Leased Premises in which event the City may be liable for damages suffered by the Tenant.

Section 4.12. Capital Improvements and Maintenance Reserve. Effective on the Date of Beneficial Occupancy, the Tenant shall establish with the City under this Lease a "*Capital Improvements and Maintenance Reserve*" for the payment of common area expenses. The Tenant's payments into the Capital Improvements and Maintenance Reserve shall constitute additional Rent under this Lease (the "*Capital Improvements and Maintenance Reserve Payments*") and shall commence on the Date of Beneficial Occupancy or the first day of the month following the Date of Beneficial Occupancy if the Date of Beneficial Occupancy is not the first day of any calendar month, and shall be payable monthly thereafter throughout the Term of this Lease at the initial annual rate of Three Cents ($0.03) per square foot of the Leased Premises; *provided* that the City reserves the right to increase the Tenant's monthly payment obligation into the Capital Improvements and Maintenance Reserve upon not less than thirty (30) days' prior written notice to the Tenant.

Section 4.13. Tenant's Obligations Unconditional. The obligations of the Tenant to make the payments of Rent required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set off, counterclaim, abatement or otherwise and, until such time as this Lease has been paid in full in accordance with Article IV hereof (other than the rights to credits against Maintenance Rent or Base Rent on the Leased Premises as set forth under Section 4.2(c) hereof or Combined Rent as set forth in Section 4.7 hereof), the Tenant (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments required to be paid hereunder, (b) will perform and observe all of its other agreements contained in this Lease and (c) will not suspend the performance of its obligations hereunder for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, failure of or a defect of title to the Leased Premises or any part thereof, eviction or constructive eviction, destruction, damage or condemnation to or of all or any part of the Leased Premises, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Illinois or any political subdivision of either, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Lease.

ARTICLE 5

CONSTRUCTION, MAINTENANCE AND REPAIR

Section 5.1. Americans with Disabilities Act. The Tenant shall cause (i) the Cargo Facility, all Alterations and any other improvements, buildings or structures constructed by, or caused to be constructed by, the Tenant at the Leased Premises and (ii) all improvements, buildings or structures located at the Leased Premises as of the Commencement Date and occupied by the Tenant, to comply with American with Disabilities Act, P.L. 101- 336 (1990) and the Uniform Federal Accessibility Guidelines for Buildings and Facilities ("ADAAG") and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110 (whether or not such obligation is also imposed upon the owner of the Leased Premises) and the other provisions of Section 6.1(h) of this Lease. Such construction, modifications and improvements shall be made pursuant to the provisions of Section 5.2 of the Lease. In the event that the above cited standards are inconsistent, the Tenant will comply with the standard providing greater accessibility.

Section 5.2. Construction of Improvements. The Tenant shall construct and complete, at its own expense, improvements, fixtures and facilities on the Leased Premises, reasonably necessary to construct the Cargo Facility and related improvements, fixtures and facilities on the Phase III Leased Premises, as more fully described in *Exhibit J* attached hereto and made a part hereof. The Tenant will also construct Tenant Infrastructure Improvements in accordance with the provisions of Section 2.16 and *Exhibit I* attached hereto (the Cargo Facility and the Tenant Infrastructure Improvements together with all related improvements, are herein collectively referred to as the *"Improvements"*). The Tenant Infrastructure Improvements shall be constructed by the Tenant consistent with the respective Tenant Infrastructure Improvements Design Plans. The Cargo Facility shall be constructed by the Tenant consistent with the Cargo Facility Plans (as defined herein below) and in compliance with the terms, provisions, covenants, conditions and restrictions applicable to the construction and completion of the Cargo Facility and related fixtures and facilities contained in this Lease and in compliance with the applicable covenants and restrictions contained in each of the Permitted Exceptions (relating to construction at, and operation of, the Leased Premises), and in compliance with all Design Standards in effect at the time of submittal of the Cargo Facility Plans for the construction and development of the Cargo Facility (including the Trunkline for the Fuel System, which Trunkline shall be part of the Cargo Facility) or any changes to the Design Standards thereafter required to comply with laws, ordinances, codes or other applicable governmental regulations or requirements.

(a) The Tenant may not commence construction of any Improvements without the City's prior written approval of the Plans for such Improvements and receipt of all necessary Construction Permits. The Tenant agrees to promptly apply for all Construction Permits for the construction of the improvements and will diligently pursue obtaining such Construction Permits. With respect to the Cargo Facility Plans, the Tenant shall comply with the terms, provisions and conditions of the City of Chicago Department of Aviation Design Renovation & Construction Procedures for O'Hare International Airport and Midway International Airport effective September 23, 2005 attached hereto as *Exhibit O*, and as amended and supplemented from time to time (the *"Design Procedures"*) and all requirements set forth therein, including, without limitation, the requirement to obtain all

necessary approvals and permits and the requirement to comply with all construction, safety, security and insurance procedures and requirements described in the Design Procedures. In addition, prior to commencing construction of any Improvements, the Tenant covenants and agrees as follows:

(i) The Cargo Facility Plans shall include plans and specifications for the construction and development of the Cargo Facility, and shall be submitted by the Tenant in compliance with the requirements of the Design Procedures and shall be in sufficient detail to show, among other things, the location of the Cargo Facility, including, without limitation, the ramp and apron, parking facilities and areas, infrastructure improvements located on the Leased Premises, delivery and loading facilities, means of ingress and egress, curb cuts, traffic flow, proposed signage and specifications therefor, parking ratio, area for shielded trash containers, set back lines, building height and area, schematic architectural and engineering plans, grading and drainage plans, proposed utility connections, conceptual landscaping drawings and floor plans, which plans, drawings and specifications shall show, among other things, detention and drainage areas, elevations, rooftop screenings, aesthetic treatment of exterior surfaces, including exterior architectural design and decor, and other like pertinent data and outline specifications, and shall take into account the requirements of Section 8.4 hereof all of which, for the Cargo Facility, are herein referred to as the *"Cargo Facility Plans"* (the Cargo Facility Plans and the Tenant Infrastructure Improvements Design Plans are herein collectively referred to as the *"Plans"*). The Cargo Facility Plans (and other documents and showings to be delivered by the Tenant for approval pursuant to the Design Procedures) shall be in sufficient detail to comply with the applicable Design Standards in effect at the time of submittal of the Cargo Facility Plans (and other documents and showings to be delivered by the Tenant for approval pursuant to the Design Procedures) or any changes to Design Standards thereafter required to comply with laws, ordinances, codes or other governmental regulations or requirements. The City may modify the Design Standards from time to time upon reasonable notice to the Tenant; *provided* that the Department of Aviation agrees that it will not modify the Design Standards for the Cargo Facility after the date that the Tenant has obtained its building permit for the Cargo Facility from the City of Chicago Department of Buildings; *provided further* that the restriction in the preceding clause that the Design Standards will not be modified after the issuance of a building permit is not binding upon the FAA. The City's approval of the Cargo Facility Plans shall be in conformity with the Design Procedures and shall otherwise be absolute and may be withheld in its sole discretion. The City shall also have the right in its discretion to approve any proposed signage planned by the Tenant. The City shall also have the right to approve any planned Cargo Facility Space Tenant Improvements. If the City shall disapprove any portion of the Cargo Facility Plans or any stage of the Cargo Facility Plans to be delivered under the Design Procedures, the Tenant shall revise the Cargo Facility Plans to incorporate such changes as may be necessary to secure the City's approval and shall deliver completed sets of revised Plans to the City in accordance with the Design Procedures. Approval of infrastructure improvements to be constructed by the

Tenant on the Leased Premises, if any, may be conditioned upon, among other things, reservation by the City or granting to the City of non-exclusive easements of ingress and egress under, over and upon the improvements or non-exclusive easements permitting the City or third parties to use infrastructure improvements (including uses for utility purposes), subject to the conditions, if any, relating to reservation or granting of such easements set forth in Section 2.2 of this Lease.

(ii) To the extent that any subsequent material changes are made by the Tenant in any approved Cargo Facility Plans, such changes shall be subject to review and approval by the City pursuant to the Design Procedures and otherwise in the same manner and to the same extent herein provided for the Cargo Facility Plans originally approved. Material changes shall include, without limitation, further development of Cargo Facility Plans not within the scope of approved Cargo Facility Plans, structural changes and changes in reflective or potentially reflective materials, and any changes or further development of Cargo Facility Plans not meeting the Design Standards. To the extent Cargo Facility Plans are modified in such a manner that *Exhibit J* attached hereto has to be revised to conform with the modifications of the Cargo Facility Plans, the City and the Tenant agree to modify *Exhibit J* to reflect the revisions to the Cargo Facility Plans; *provided* that, notwithstanding any modification to the Cargo Facility Plans, the Cargo Facility shall be of a quality at least equal to the quality of the applicable Cargo Facility originally described in *Exhibit J* to this Lease.

(iii) All subsequent construction, reconstruction or alteration of the Improvements (or any other improvements located on the Leased Premises (other than Cargo Facility Space Tenant Improvements)) shall be pursuant to Plans approved by the City as provided in this Section 5.2 and in accordance with Section 5.7.

(iv) The Tenant shall pay the fees and expenses of the Project Engineer in connection with review or approval of all Cargo Facility Plans and other documents and showings to be delivered by the Tenant for approval pursuant to the Design Procedures, or any changes to the foregoing, and to monitor the Tenant's construction of the Improvements to assure that the Improvements are being constructed in accordance with the Plans, the Design Procedures and the Design Standards. Payment of such fees and expenses are to be made within thirty (30) days after the City's request for payment. The City agrees that the fees and expenses of the Project Engineer shall not exceed $400,000.00.

(v) The Cargo Facility Plans shall incorporate the requirements of Section 5.8 and Section 8.4 of this Lease.

(vi) The City shall review and respond to any design Plans submitted by the Tenant pursuant to this Section 5.2 for approval by the City not more than ten (10) Business Days from the receipt of such design Plans by the CDA.

(b) Prior to commencement of construction, in addition to the requirements set forth in the Design Procedures, the Tenant will procure the approval of the final Plans for that portion of such construction to the extent required by law from any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction over the Leased Premises, including without limitation, the District Airport Engineer of the FAA. The City will cooperate with the Tenant in procuring such approval, *provided* that the City shall have given its prior approval to such final Plans. The Tenant shall prepare a §7460 notice of intent to construct the Improvements, which the City shall submit to the FAA if it is acceptable to the City. The City will require receipt of the proposed notice at least fourteen (14) days before the requested submittal date in order to review it.

(c) Neither the approval by the City of the Cargo Facility Plans or any other documents or showings required to be delivered by the Tenant for approval pursuant to the Design Procedures, nor any other action taken by the City with respect thereto under the provisions of this Lease or the Design Procedures shall constitute an opinion or representation by the City as to the sufficiency of the Cargo Facility Plans or any other documents or showings required to be delivered by the Tenant for approval pursuant to the Design Procedures, the Design Standards for the Cargo Facility to be constructed or their compliance with any laws, codes, statutes, rules or regulations or the ability of the Tenant to receive any permits from any department or agency of the City or other governmental authorities or agencies having jurisdiction over the Leased Premises, nor impose any present or future liability or responsibility upon the City. Approvals by the City under this Lease or under the Design Procedures shall not constitute approval of the City or of any of the City's departments or agencies for any construction, extension or renovation of any public utilities or public ways which may be necessary to service the Cargo Facility to be located on the Leased Premises. In any case where more than one standard, code, regulation or requirement (including the Design Procedures or the Design Standards) applies to construction or the Plans, the strictest shall control.

(d) Prior to the execution of any contracts for construction, engineering or architectural services relating in any way to the Improvements, Tenant shall furnish to the City the names of the person or entity whom Tenant desires to employ and the proposed form of contract. The City shall have the right to approve the architect, engineer and Contractor, including any proposed contract for their services, which approval shall not be unreasonably withheld or delayed. All architects, engineers and Contractors shall be licensed in the discipline being contracted for, experienced in design and construction of improvements comparable to those for which its services are being required by the Tenant and airport-related work, not be listed on any local, state or federal non-responsible bidders' list, and not be disbarred under any state or federal statute, regulation or proceeding. In addition, all such contracts shall include the matters required by Article 6 and other provisions of this Lease, all provisions required by law at the time such contract is awarded and shall include such other terms as may be reasonably requested by the City's risk manager or legal counsel, regarding construction practices at the Airport. Upon their execution, at the written request of the City, the Tenant shall promptly deliver to the City copies of the Tenant's contract with the design architect and engineer and the Tenant's

contract with the general Contractor. All contracts shall contain provisions making them assignable to the City. The Tenant shall deliver to the City collateral assignments of said contracts, together with instruments executed by the architect, any engineer, the general Contractor and any other service or material supplier who has a contract which has been collaterally assigned to the City under which each consents to the aforesaid assignment (the *"Collateral Assignment"*) and agrees to continue to supply the same services or materials to the City or the City's designee provided by their respective contracts with the Tenant, in the event that the City exercises its rights under the Collateral Assignment and the City or the City's designee demands continuance of such services on the same terms contained in the respective contracts and expressly agrees to assume and be bound by such respective contracts including payment of all funds due for work performed or goods or services provided subsequent to such notice; *provided* that the City shall not be liable for or obligated to cure prior defaults of the Tenant. All such assignments and consents shall be in writing and shall be in a form acceptable to the City. The City shall not be responsible for any claims relating to such project contracts arising from or related to any actions of the Tenant, including, without limitation, claims relating to fraud, misrepresentation, negligence or willful or intentionally tortious conduct by the Tenant, its officials, employees, agents or other Contractors. The City agrees that the Collateral Assignment shall be subject to any similar collateral assignment of the Tenant's contracts with the design architect, engineer and/or the general Contractor that the Tenant delivers to the Permitted Leasehold Mortgagee (the *"Permitted Leasehold Mortgagee Collateral Assignment")*, provided that such priority in favor of the Permitted Leasehold Mortgagee shall remain in effect following the occurrence of an Event of Default hereunder as long as the Permitted Leasehold Mortgagee exercises its rights under Section 9.2(h)(vi) of this Lease. If the Permitted Leasehold Mortgagee fails to comply with the requirements of Section 9.2(h)(vi) of this Lease, then the Permitted Leasehold Mortgagee Collateral Assignment shall automatically lose its priority over the Collateral Assignment and the City shall be permitted to exercise its rights under the Collateral Assignment as a prior lien to the Permitted Leasehold Mortgagee Collateral Assignment and without interference or objection from the Permitted Leasehold Mortgagee.

(e) The Tenant shall also deliver to and for the benefit of the City, not later than thirty (30) days prior to the commencement of construction of any of the Improvements a letter of credit in form and substance satisfactory acceptable to the City issued by a bank acceptable to the City or dual obligee performance and payment bonds. Performance and payment bond or bonds are required by the City and shall comply with the provisions of 30 ILCS 550/1 et seq., as amended, and of Chapter 2, Section 2-92-030 of the Code. The surety bond or sureties issuing the bond must be acceptable to the City Comptroller and must be in the form provided by the City. The surety for the bond shall be on the U.S. Treasury list of acceptable sureties with underwriting capacity equal to or better than the contract value and have a Best's Key Rating Guide of "B+", Class XI or greater or the equivalent. The bond or bonds shall name the City as co-obligee.

(f) At least thirty (30) days prior to the commencement of the construction of any Improvements or any Alterations or any other improvements, buildings or structures at the Leased Premises, the Tenant shall deliver to the City a detailed budget for such

construction, itemizing all estimated costs of construction, and indicating all sources (including loans and equity) of funds to pay the aforesaid construction costs and shall demonstrate to the reasonable satisfaction of the City that it has sufficient funds to complete the construction of the Tenant Infrastructure Improvements, the Cargo Facility and any other improvements, buildings or structures and that said funds will be disbursed in a manner so as to provide reasonable assurances against the foreclosure of any mechanic's or materialman's lien against the Tenant Infrastructure Improvements, the Cargo Facility, the Leased Premises or the Tenant's leasehold estate in the Leased Premises created under this Lease.

(g) Subject to obtaining all of the approvals required for the construction of the Improvements under this Section 5.2, including, without limitation, the approvals required under the Design Procedures, the Tenant shall notify the City no later than thirty (30) days in advance of the date the Tenant anticipates commencement of construction of any Improvements and its proposed construction schedule and shall again, not less than ten (10) days in advance, notify the City of the actual date construction will commence.

The date the Tenant is obligated to commence construction of the Improvements is referred to herein as the *"Construction Commencement Date" or "Phase III Construction Commencement Date."* Subject to the terms, provisions and requirements of this Section 5.2, the Phase III Construction Commencement Date shall be a date no later than ninety (90) days following the receipt by the Tenant of all required building permits from the City of Chicago Department of Buildings for the construction of the Improvements and receipt by the Tenant of all approvals from the Department of Aviation for the construction of the Improvements which are set forth in this Lease.

(h) After construction of the Improvements has commenced, the Tenant shall diligently prosecute construction until completion, and the Tenant anticipates a construction period for the Improvements, subject to Force Majeure Delays, of not longer than thirty-six (36) months (the date when the Improvements are substantially complete is referred to herein as the *"Substantial Completion Date"*). *"Substantial Completion"* shall mean the completion, in accordance with the Plans, the Design Standards and the Design Procedures and applicable laws, of all Improvements and all walkways, parking areas, landscaping, and exterior lighting, other than minor punch list items, and shall include: (1) issuance of a certificate of occupancy from the City of Chicago Department of Buildings and (2) for purposes of Substantial Completion of the Tenant Infrastructure Improvements, a Certificate of Substantial Completion by the Project Engineer in a customary form reasonably required by the City. If any work does not comply with the provisions of this Lease, the City may, by notice to the Tenant, require that the Tenant stop the work and take steps necessary to cause corrections to be made.

(i) The Tenant agrees that payment of the costs of the Tenant Infrastructure Improvements shall be subject to the City's retainage requirements and the payment of the costs for the construction of the Cargo Facility shall be subject to the Tenant's retainage requirements. The costs for the construction of the Tenant Infrastructure Improvements and the Cargo Facility shall be paid pursuant to a customary construction escrow

agreement which shall require all Contractors to deliver sworn statements of persons furnishing materials and labor before any payment is made and waivers of lien for all work for which payment is made, in order to prevent attachment of mechanic's liens or has other liens by reason of work, labor, services or materials furnished with respect to the Leased Premises.

(j) During the course of any construction of the Improvements, the Tenant, at its sole cost and expense, will carry or cause to be carried, the insurance required to be carried pursuant to Article 7 of this Lease.

(k) During the course of any construction of the Improvements, the Project Engineer, the City, and the City's architects, engineers, agents and employees on behalf of the CDA with responsibilities relating to the Improvements and the Leased Premises may enter upon and inspect the Improvements for the purpose of verifying that the work is proceeding in accordance with the requirements of this Lease. With respect to any such entry and inspection on behalf of the CDA, persons requiring entry shall present proper identification to the Tenant. No right of review or inspection shall make the City responsible for work not completed in accordance with this Lease, the Plans or applicable laws, codes, statutes or regulations. The Tenant shall keep at the Leased Premises all Plans, shop drawings and specifications relating to construction of the Improvements, which the Project Engineer and the City may examine at all reasonable times and, if required by the City, the Tenant shall also furnish the City with copies thereof. After completion of the foundations, the Tenant shall have prepared at its cost and shall deliver to the City a foundation survey showing the location of all foundations. Upon Substantial Completion of a Cargo Facility, the Tenant shall have prepared (at Tenant's cost) and deliver to the City an ALTA As-Built survey of the Cargo Facility and the Leased Premises on which the Cargo Facility is situated. Each survey shall be certified to the City by a licensed surveyor as having been prepared in accordance with the highest standards then prevailing for Land Title Surveys of the American Land Title Association and the American Congress on Surveying and Mapping (or equivalent standards) and shall show no encroachments of any Improvements onto any property outside the boundary of the Leased Premises or over any easements or building lines and shall not otherwise indicate any violation of any applicable laws or ordinances.

(l) Without limiting any other requirements of the FAA, the Tenant shall:

(i) Install, maintain and operate such obstruction or warning lights on structures located on the Leased Premises as may from time to time be required to conform to FAA regulations, rules and standards or to conform to the rules, regulations and standards prescribed by the City and any other governmental agency having jurisdiction over the Leased Premises;

(ii) Construct the Improvements in compliance with the provisions of that certain "Chicago O'Hare International Airport, Environmental Analysis for Proposed Northeast Cargo Area Improvement, Federal Aviation Administration Short Form Environmental Assessment," which was prepared and executed by

Eugene R. Peters of Ricardo & Associates, Inc. on September 8, 2008 and including all attachments and exhibits thereto (the *"FAA Short Form Environmental Assessment"*), as the FAA Short Form Environmental Assessment may be amended from time to time, including, without limitation, the provisions of Section 6.7 of the FAA Short Form Environmental Assessment. The Tenant acknowledges receipt of a copy of the FAA Short Form Environmental Assessment and the City agrees to send to the Tenant any subsequent amendments to the FAA Short Form Environmental Assessment when they become available; and

(iii) Construct the Improvements in compliance with the provisions of that certain "Finding of No Significant Impact/Record of Decision for Northeast Cargo Area Improvements at Chicago O'Hare International Airport (ORD) Chicago Illinois" dated November 2008 from the FAA (the *"FONSI"*) as the FONSI may be amended from time to time, and that certain letter from the FAA (Amy B. Hanson) to the CDA (received by CDA on December 1, 2008) regarding the FAA Short Form Environmental Assessment. The Tenant acknowledges receiving the FONSI and the above-mentioned letter, and the City agrees to send to the Tenant any amendments to the FONSI or letter when they become available.

(m) Any work performed in the construction of the Improvements, even though performed by Contractors, shall be the responsibility of the Tenant. During any construction of the Improvements, the Tenant shall be solely responsible for the support, maintenance, safety and protection of the facilities of the City resulting from the Tenant's construction activities, and for the safety and protection of all persons or employees and of all property therein. Construction of the Improvements and all work at the Leased Premises shall be performed in accordance with the Plans and other documents submitted to and approved by the City, the Design Procedures, the Design Standards, Airport and construction conditions in effect at the time of construction and any other applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations, and with the legal requirements set forth in Articles 6 and 8 of this Lease. The Tenant shall also comply with the additional legal requirements set forth in *Exhibit C* attached hereto and hereby made a part hereof. In the case of any conflict between the terms of *Exhibit C* and the terms of this Section 5.2, the stricter provisions shall control. Once all work in the construction of the Improvements is completed, the Tenant shall furnish "as built" plans and specifications marked with the field changes relating to the Improvements to the City.

(n) The Tenant shall pay all of the costs and expenses of the Project Engineer for work done by the Project Engineer in connection with the planning and construction of the Improvements. In the event the City elects to retain separate Project Engineer or Project Engineers to review the development and construction of the Cargo Facility and the Tenant Infrastructure Improvements, the Tenant will pay the costs of retaining all of such Project Engineers to perform their respective services under each of their respective Project Engineer Agreements. The City agrees that the fees and expenses of the Project Engineers payable by the Tenant shall not exceed $400,000.00.

(o) Promptly after the Effective Date the operations from any City owned improvements located on the Leased Premises will be relocated by the City. The City will notify the Tenant when such operations have been relocated allowing the telecom shed located on the Leased Premises to be demolished by the Tenant during construction of the Phase III Cargo Facility.

(p) The City intends to obtain reimbursement for the costs of constructing and installing the Taxilane NN Improvements from the FAA and to do so, and if the City is able to obtain such reimbursement from the FAA, the Tenant in the construction of the Taxilane NN Improvements must comply with, and cause the Contractors and any subcontractors and suppliers to comply with applicable federal required contract provisions as required by law, which include, but are not limited to the following (collectively, the "*Federal Contract Requirements*"):

(i) Access to Records and Reports: 2CFR Sec. 200.333; 2 CFR Sec. 200.336, and FAA Order 5100.38.

(ii) Affirmative Action Requirement: 41 CFR part 60-4; Executive Order 11246.

(iii) Breach of Contract: 2 CFR Sec. 200 Appendix II (A).

(iv) Buy American: 49 USC Sec. 50101.

(v) Civil Rights – General: 49 USC Sec. 47123.

(vi) Civil Rights – Title VI Assurances: 49 USC Sec. 47123; FAA Order 1400.11.

(vii) Clean Air/Water Pollution Control: 2 CFR Sec. 200, Appendix II (G).

(viii) Contract Work Hours and Safety Standards: 2 CFR Sec. 200, Appendix II (E).

(ix) Copeland Anti-Kickback: 2 CFR Sec. 200, Appendix II (D); 29 CFR Parts 3 and 5.

(x) Davis Bacon Requirements: 2 CFR Sec. 200, Appendix II (D); 29 CFR Part 5.

(xi) Debarment and Suspension: 2 CFR part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5.

(xii) Disadvantaged Business Enterprise: 49 CFR part 26.

(xiii) Distracted Driving: Executive Order 13513; DOT Order 3902.10.

(xiv) Energy Conservation Requirements: 2 CFR Sec. 200, Appendix II (H).

(xv) Equal Employment Opportunity: 2 CFR 200, Appendix II(C); 41 CFR Sec. 60-1.4; 41 CFR Sec. 60-4.3; Executive Order 11246.

(xvi) Federal Fair Labor Standards Act: 29 USC Sec. 201, *et seq.*

(xvii) Foreign Trade Restriction: 49 USC Sec. 50104; 49 CFR part 30.

(xviii) Lobbying Federal Employees: 31 USC Sec. 1352 – Byrd Anti Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A.

(xix) Occupational Safety and Health Act: 29 CFR part 1910.

(xx) Prohibition of Segregated Facilities: 41 CFR Sec. 60.

(xxi) Recovered Materials: 2 CFR Sec. 200.322; 40 CFR part 247; Solid Waste Disposal Act.

(xxii) Seismic Safety 49 CFR part 41.

(xxiii) Tax Delinquency and Felony Conviction: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions.

(xxiv) Termination of Contract: 2 CFR Sec. 200 Appendix II (B); FAA Advisory Circular 150/5370-10, Section 80-09; Veteran's Preference: 49 USC Sec. 47112(c).

(xxv) Trade Restriction Certification: 49 USC § 50104; 49 CFR part 30;

(xxvi) Veteran's Preference: 49 USC Sec. 47112(c).

(xxvii) In some cases the Federal Aviation Administration requires specific contract language to be included; Tenant must comply with that requirement. In other cases, such as in the context of Disadvantaged Business Enterprise requirements, the City has identified required contract language which must be used. Tenant must also comply with the general requirements of 2 CFR Part 200 regarding grant-funded procurements. This includes but is not limited to the requirements of 2 CFR Sec. 200.319 for free and open competition.

(xxviii) Compliance with the FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects.

Section 5.3. Maintenance and Repair.

(a) The Tenant shall keep and maintain the entire exterior and interior of the Cargo Facility and the Leased Premises, specifically including, without limitation, the heating, ventilating and air conditioning equipment and roof relating to the Cargo Facility and other structures located at or on the Leased Premises and the parking areas at the Leased Premises, in good condition and repair. The Tenant's obligation to keep, maintain and repair the Cargo Facility and the Leased Premises shall include, without limitation, all ordinary and extraordinary, structural and nonstructural, repairs and replacements. The Tenant shall further keep and maintain the Cargo Facility, the Leased Premises, the parking area and all sidewalks and areas adjacent thereto, safe, secure, clean and sanitary (including, without limitation, snow and ice clearance, planting and replacing flowers and landscaping), and in full compliance with all health, safety and police regulations in force. All repairs, replacement and maintenance work at the Cargo Facility and the Leased Premises shall be in accordance with all applicable terms and provisions of this Lease, including, without limitation, the terms and provisions of Sections 5.2 and 5.7 of this Lease.

(b) After the completion of construction of the Tenant Infrastructure Improvements by the Tenant, the City will be responsible for repairing and maintaining the Tenant Infrastructure Improvements, provided that the Tenant shall assign all construction warranties to the City and the Tenant shall remain liable to the City for any negligent construction of the Tenant Infrastructure Improvements or failure of the Tenant to construct the Tenant Infrastructure Improvements in accordance with the Tenant Infrastructure Improvement Plans for a period of not less than one-year following the Completion Date of the Tenant Infrastructure Improvements as set forth in Section 5.9(a) of this Lease or such longer period that the Tenant can obtain from its Contractors at no additional cost; *provided* that at such time as the Tenant shall have assigned to the City all of the construction and materials warranties and guaranties relating to the construction of the Tenant Infrastructure Improvements, and the City has agreed in writing that it is satisfied that it has direct recourse against the contractors, subcontractors and materialmen for breach of their warranties (including warranties against negligent construction and failure to construct the Tenant Infrastructure Improvements in accordance with the Tenant Infrastructure Improvements Plans), the City will not proceed against the Tenant under this Section 5.3(b).

(c) The City shall be responsible for maintaining and repairing the Common Areas.

Section 5.4. Lighting and Signage. The Tenant shall be solely responsible for the illumination of the Leased Premises which shall comply with all FAA requirements. Any signs installed by the Tenant on the Leased Premises shall be limited to the purpose of identifying the Tenant and not for advertising. The number, general type, size, design and location of such signs shall be subject to the prior written approval of the City. Signage shall be approved separately or

as part of the Plans. No roof signs shall be permitted on any of the Improvements. All signage shall comply with the Design Standards.

Section 5.5. Covenant Against Liens.

(a) No party, including the Tenant, shall have any right to file any non-consensual and consensual liens against the Leased Premises, the real property underlying the Tenant Infrastructure Improvements, or any other property of the City, and the Tenant shall keep the Leased Premises, the real property underlying the Tenant Infrastructure Improvements, the Improvements and the leasehold estate created hereunder in and to the Leased Premises free and clear of liens or claims of liens in any way arising out of the construction, improvement or use thereof by the Tenant. The Tenant shall promptly take such steps as are necessary to release any claim for lien or attempted claim for lien from the Leased Premises and the real property underlying the Tenant Infrastructure Improvements; *provided* that notwithstanding the above provisions of this Section 5.5(a) and any other provisions in this Lease to the contrary, the Tenant will be permitted to grant a leasehold mortgage against the Tenant's leasehold interest in the Leased Premises created under this Lease for the purpose of securing any construction and/or permanent loans for the Improvements from a lender or lenders reasonably acceptable to the City (which acceptance from the City must be in writing) (the *"Permitted Leasehold Mortgage"*).

(b) Notwithstanding the terms, provisions and restrictions set forth in Section 5.5(a) above or anything to the contrary provided elsewhere in this Lease, the City agrees that the Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any lien or claimed lien if the Tenant shall give to the City such security in the form of an indemnity bond, cash or a letter of credit, as may be reasonably satisfactory to the City to assure payment thereof and any interest thereon, penalties, court costs and other charges as the City may estimate to be payable or is required to provide insurance over any potential liens, and to prevent any foreclosure of the lien or sale of the Leased Premises by reason of nonpayment thereof; *provided further, however,* that on final determination of the lien or claim for lien, the Tenant shall immediately pay any judgment rendered in favor of the lienholder or the holder of the claim for lien with all proper costs and charges required to be paid as part of the judgment, and shall cause the lien released and any judgment satisfied, and upon providing the City with evidence satisfactory to the City of such release of lien and satisfaction of judgment, the City shall return to the Tenant such security, less any amounts expended by the City to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the City by virtue of the contest of such lien.

Section 5.6. Ownership of Improvements. Pursuant to Section 3.4 hereof, upon completion of construction, the City shall own the Tenant Infrastructure Improvements. The Tenant shall own any Underground Storage Tanks which have been installed at the Leased Premises by the Tenant, which Underground Storage Tanks shall be personal property of the Tenant, and shall be removed by the Tenant before the end of the Term.

Section 5.7. Alterations. The Tenant shall have no right to alter the Tenant Infrastructure Improvements, the Fuel System or the Trunkline to the Fuel System after the construction of the Infrastructure Improvements, the Fuel System and the Trunkline to the Fuel System, respectively, have been completed. The Tenant shall have the right from time to time after the completion of the Cargo Facility, in accordance with the provisions of Section 5.2 of this Lease, and at the Tenant's sole cost and expense, to make alterations and changes in or to the Cargo Facility (collectively referred to herein as the *"Alterations"*), *provided* that as a condition to the Tenant's right to make Alterations, an Event of Default shall not have previously occurred and be continuing under this Lease; and *provided further* that the hereinafter defined *Substantial Alterations* may be made only with the written consent of the City pursuant to Section 5.2 of this Lease. *"Substantial Alterations"* mean any Alterations: (a) to infrastructure improvements located on the Leased Premises (other than the Tenant Infrastructure Improvements, the Fuel System and the Trunkline to the Fuel System); (b) to the structure of the Cargo Facility; (c) to other items required to be shown on Cargo Facility Plans and approved by the City; or (d) which would cost more than ten percent (10%) of the replacement cost of the Cargo Facility. The Tenant shall comply with the provisions of Section 5.2 of this Lease in the performance of any Alteration or Substantial Alteration. The City's approval of the Plans for Alterations shall not be required for those aspects of the Plans to the extent such approval would not be required for initial Improvements. Furthermore, all Substantial Alterations shall be subject to the following:

(a) No Substantial Alteration of any kind shall be made without the written consent of the City (which the City may withhold in its sole discretion) if such Substantial Alteration would (i) change the general design of the Cargo Facility, the use of the Cargo Facility to a use other than a Permitted Use or fail to comply with the Design Standards in effect at the time Plans for the Substantial Alterations are submitted in the City for approval, or if not required to be submitted to the City, then at the time final Plans for the Substantial Alterations are issued for pricing (except in either case for modifications to Design Standards required to comply with laws, ordinances, codes or other governmental regulations or requirements), (ii) reduce or impair, to any material extent, the value, rentability or usefulness of the Leased Premises, or constitute waste or (iii) give to any owner, lessee or occupant of any other property or to any other person or entity any easement, right-of-way or any other right over the Leased Premises.

(b) Any Substantial Alteration shall be made with reasonable dispatch and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and buildings and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body or bodies hereafter exercising similar functions. If in the opinion of the City any work does not comply with the provisions of this Lease, the Tenant hereby agrees that the City may require that the Tenant cease all work and take all actions, at the Tenant's sole cost and expense, to cause all work previously performed to be corrected such that it complies with this Lease in the determination of the City.

(c) The Tenant shall demonstrate to the reasonable satisfaction of the City that the Tenant has sufficient funds to complete the construction of any Substantial Alteration to be constructed at the Leased Premises and that said funds will be disbursed in a manner so as to provide reasonable assurances to the City against the foreclosure of any mechanic's or materialman's lien against the Leased Premises or the Tenant's leasehold estate in the Leased Premises.

(d) After completion of the construction of the Tenant Infrastructure Improvements, the Tenant shall not demolish any portion of the Tenant Infrastructure Improvements. After completion of the construction of the Cargo Facility, the Tenant shall not demolish any portion of the Cargo Facility without the prior written consent of the City. If after the demolition of any portion of the Cargo Facility, in the City's opinion there is any risk of nonpayment of Combined Rent or other Rent until a new building is constructed, then prior to the commencement of demolition, the Tenant shall deposit with the City an amount which will provide for the payment of Combined Rent and other Rent for the period from the commencement of demolition to the anticipated date of completion of the new building, or in lieu thereof, security (which may include a letter of credit or other cash equivalent) satisfactory to the City in the sole discretion of the City. Prior to commencement and during construction of the new building the Tenant shall:

(i) furnish to the City an undertaking satisfactory to the City in the City's sole discretion from a financial institution having a credit rating which is at least investment grade and which is otherwise acceptable to the City, guaranteeing the completion of the demolition and completion of the construction of the new building within a reasonable time (subject to Force Majeure Delay), free and clear of all liens and encumbrances and in accordance with Plans approved by the City; or

(ii) in lieu of the requirements in Section 5.7(d)(i) above, deposit with the City cash in an amount equal to the estimated cost of demolition and construction; *provided* that if such demolition and construction occurs as a result of or in connection with a casualty for which amounts have been deposited or are to be used pursuant to Section 7.4 of this Lease, such deposit shall be required only to the extent that such estimated costs of such demolition and construction exceed the amounts deposited or to be used pursuant to Section 7.4 of this Lease. Such amount so deposited by the Tenant for the estimated cost of demolition and construction shall be disbursed by the City for the account of the Tenant in the same manner as provided pursuant to Section 7.4 of this Lease with respect to insurance proceeds.

In connection with any demolition, the Tenant shall also comply with all of the other provisions of this Section as though said demolition were a Substantial Alteration. The Tenant shall proceed diligently with its demolition and all demolition shall be completed within a reasonable time after its commencement.

Section 5.8. *Sustainable Airport Manual Certification.* In the design and construction of the Cargo Facility, the Tenant shall be required to comply with the City's Sustainable Airport

Manual Rating System. Prior to the occupancy of the Cargo Facility by the Cargo Facility Space Tenants, the Tenant will endeavor, as one of its publicly stated goals in the design, construction and operation of the Cargo Facility to obtain a One (1) Airplane Rating under the SAM Guidelines for the site improvements constructed on the Phase III Leased Premises to service the Cargo Facility and a Three (3) Airplane Rating under the SAM Guidelines for the building constituting the Cargo Facility.

(a) Sustainable Design Requirements. Each phase of the development of the Cargo Facility to be constructed on the Leased Premises must employ environmentally conscious building materials and design standards. The Tenant will be required to incorporate the City's most recent "Sustainable Airport Manual" Guidelines in the preparation of the Plans and during the construction of the Cargo Facility, and submit completed SAM checklists at design process milestones and construction completion as outlined in SAM. Additionally, the following CDA specifications are mandatory for the Construction and operation of the Cargo Facility:

(i) 01111 "Construction Air Quality-Diesel Vehicle Emissions Controls".

(ii) 01355 "Local/Regional Materials".

(iii) 01356 "Recycled Content".

(iv) 01360 "Sustainable Temporary Construction Materials".

(v) 01524 "Construction Waste Management".

(vi) 02905 "Sustainable Airport Landscaping".

(vii) 15410 "Plumbing Fixtures".

(b) In designing and constructing the Cargo Facility, the Tenant is required to utilize the following mandatory Sustainable Airport Manual Version 2.1 Credits:

(i) All Prerequisites.

(ii) Energy and Atmosphere Credit #4.4 "Optimize Energy Performance".

(iii) Water Efficiency Credit #3.3.1 "Water Efficient landscaping, Reduce by 50%".

(iv) Materials & Resources Credit #5.7 "Recycled Content"..

(v) Materials & Resources Credit #5.8 "Local/Regional Materials".

(vi) Sustainable Site Credit 2.6.1 or 2.6.2 "Landscape and Exterior Design to Reduce Heat Islands".

(vii) Innovation in Design and Construction Credit 8.5 "LEED Accredited Professional".

(c) To the extent the Tenant has committed in its "Proposal for the Real Estate Development of the Northeast Air Cargo Modernization at Chicago O'Hare International Airport," dated March 28, 2008 (the *"Tenant's Proposal"*) to exceed the requirements set forth in this Section 5.8 above, or to otherwise commit to LEED Certification standards that exceed the listed Sustainable Airport Manual Credits, the provisions of the Tenant's Proposal will control the provisions of this Section 5.8 above.

(d) The Tenant will not be required to make extraordinary and unanticipated expenditures in the construction of the Cargo Facility in order to attain minor and insubstantial incremental credit towards the stated level of certification under the SAM Guidelines for new construction as set forth in the first paragraph of this Section 5.8 above.

(e) (i) The Tenant agrees to construct a "green roof" on the roof over the mezzanine level of the Cargo Facility, or in the alternative, a solar panel system on the roof of the Cargo facility, either of which would be reasonably acceptable to the City.

(ii) If the Tenant elects to construct a "green roof," the Tenant shall deliver the design and architectural plans for the construction of the "green roof" to the City for approval by the City of such plans prior to the commencement of construction of the "green roof."

(iii) If the Tenant elects to construct a solar panel system, the Tenant shall deliver the design and architectural plans for the construction of the solar panel system to the City for the approval by the City prior to the commencement of construction of the solar panel system.

(iv) The City agrees to provide comments to the plans for the construction of the solar panel system or the "green roof" not more than ten (10) Business Days from the date the City receives such plans. The solar panel system or "green roof" shall be constructed in the same manner as the other Improvements in accordance with Section 5.2 of this Lease and upon completion, for purposes of this Lease, the solar panel system or the "green roof" shall be part of the Cargo Facility.

(v) The City agrees that it will pay up to one-half of the costs of designing and constructing the solar panel system or the "green roof," solely from: any costs savings realized from the design and construction of the Utility and South Access Road Improvements to the extent that the total cost of design and

construction of the Utility and South Access Road Improvements is less than the Utility and South Access Road Budget Amount.

Section 5.9. Procedure Upon Completion of the Tenant Infrastructure Improvements.

(a) Immediately after the Completion Date for the Tenant Infrastructure Improvements, the Tenant shall deliver to the City a Completion Certificate (the "*Completion Certificate*"), in form and substance satisfactory to the City, signed by the Authorized Tenant Representative certifying: (i) that all insurance required under this Lease has been obtained; (ii) that all construction has been completed in accordance with the provisions of this Lease and the Tenant Infrastructure Improvements Design Plans and changes, if any, approved by the City; (iii) as appropriate, that as of the Completion Date specified in the Completion Certificate (the *"Completion Date"*), the Tenant Infrastructure Improvements have been completed and placed in service and all amounts payable with respect to the construction of the Tenant Infrastructure Improvements has been paid or will be paid by a specified date; and (iv) such other matters reasonably required by the City.

(b) Immediately after the Completion Date for the Cargo Facility, the Tenant shall deliver to the City a Completion Certificate in form and substance satisfactory to the City, signed by the Authorized Tenant Representative certifying: (i) that all insurance required under this Lease has been obtained; (ii) that all construction has been completed in accordance with the provisions of this Lease and the approved Cargo Facility Plans and changes, if any, approved by the City; (iii) as appropriate, that as of the Completion Date specified in the Completion Certificate, the Cargo Facility has been completed and placed in service and all amounts payable with respect to the construction of the Cargo Facility have been paid or will be paid by a specified date; and (iv) such other matters reasonably required by the City.

Section 5.10. Leased Premises to be Located Airside Following Construction. Upon completion of the construction of the Tenant Infrastructure Improvements and the Cargo Facility, the security perimeter at the Airport will be reconfigured by the City, with the approval of the Transportation Security Administration, such that the Leased Premises containing the completed Cargo Facility, excepting certain areas, will be included in the Airside portion of the Airport.

Section 5.11. Removal of Excess Soils from Airport. With respect to any excess soil resulting from any excavation of the Tenant Infrastructure Improvements Sites or the excavation of the Leased Premises (collectively, "Excess Soils") during the construction of the Improvements, the Tenant shall dispose of such Excess Soils to a disposal site outside of the Airport at the sole cost and expense of the Tenant, subject to the terms and provisions of Section 13.14 of this Lease relating to the parties responsible for the costs of such removal.

ARTICLE 6

COMPLIANCE WITH ALL LAWS

Section 6.1. Applicable Laws. Without limiting the provisions of this Lease, the Tenant shall, at its sole cost and expense, comply, and shall cause the Tenant's Representatives and their

respective agents and employees to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules, and orders including without limitation, those promulgated by the FAA and including, but not limited to, the following:

(a) *Non-Discrimination:*

(i) *Federal Requirements:*

(A) Non-Discrimination in Employment; Affirmative Action

i. It will be an unlawful employment practice for the Contractor to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise, adversely affect such individuals status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin.

ii. Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person will on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered suborganizations provide assurance to Contractor that they similarly will undertake affirmative action programs and they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

iii. The Contractor will comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. The Contractor will further comply with Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

(B) General Civil Rights Provisions

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases, the provision obligates the party or any transferee for the longer of the of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

(C) Title VI List of Pertinent Nondiscrimination Authorities:

During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest agrees to comply with the non- discrimination statutes and authorities ("Title VI Pertinent Nondiscrimination Statutes and Authorities"), as amended, that are listed in Department of Transportation Order 1000.12 and Appendix E of Appendix 4 of FAA Order 1400.11, "Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration"; these include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, contractor must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

(D) General Civil Rights (Airfield and Airway Improvement Act of 1982, Section 520):

The Tenant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Tenant from through the termination of the Lease. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(E) Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

i. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

ii. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

iii. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

iv. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

vi. Withholding payments to the contractor under the contract until the contractor complies; and/or

vii. Cancelling, terminating, or suspending a contract, in whole or in part.

viii. Incorporation of Provisions: The contractor will include the provisions of paragraphs i through vii in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(ii) *State Requirements:* The Tenant shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code Sec. 750 Appendix A; the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990) as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; and the Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1985), as amended; and all other applicable state statutes, regulations and other laws.

(iii) *City Requirements:* The Tenant shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Code, as amended and all other applicable City ordinances and rules. Further, the Tenant shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

Any contractor shall agree that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of Services, subcontractors of any tier, an labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Lease.

(b) *Equal Employment Opportunity.* In the event of the Tenant's non-compliance with the provisions of this equal employment opportunity provision in this Section 6.1(b), the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq.* (1998) (the *"Illinois Human Rights Act"*), or the Rules and Regulations of the Illinois Department of Human Rights (*"Department"*), the Tenant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Lease may be canceled or voided in whole or in part, and such other sanctions or penalties maybe imposed or remedies invoked as provided by statute or regulation. During the performance of this Lease, the Tenant agrees as follows:

(i) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, *et. seq.*, of the Municipal Code of Chicago, as amended from time to time (the *"Human Rights Ordinance"*); and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Tenant and each Contractor shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, Tenant, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(ii) That if it hires additional employees in order to perform its obligations under this Lease, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may

reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(iii) That to the greatest extent feasible, Tenant will present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(iv) That Tenant will comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, both as amended from time to time, and any regulations promulgated thereunder.

(v) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(vi) That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements, a notice advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with it in its efforts to comply with such Act and Rules, it will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(vii) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time by reasonably requested by the Department, and in all respects comply with the Illinois Human Rights Act and the Department's Rules to report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(viii) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(ix) That it will include, verbatim or by reference, the provisions of this Section 6.1(b) in every construction contract it awards under which any portion of the obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor. In the same manner as with other provisions of this Lease, the Tenant will be liable for compliance with applicable provisions of this clause by its Contractors; and further it will promptly notify the City and the Department

in the event any Contractors fails or refuses to comply therewith. In addition, the Tenant will not utilize any Contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

(c) *Wages:*

(i) Prevailing Wage

The Tenant shall pay all of its employees which are employed in connection with the construction of the Improvements, and shall ensure that all of its Contractors pay all of their employees, the prevailing wage rates as ascertained from time to time by the Illinois Department of Labor, or Davis Bacon Act rates for the Taxilane NN Improvements that the City has identified as being subject to reimbursement by the FAA. All contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for such craft or type of worker or mechanic employed in the contract. If the Illinois Department of Labor or U.S. Department of Labor, if applicable, revises such prevailing wage rates, the revised rates shall apply to all such contracts.

The term "prevailing wages," when used in this Lease means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

(ii) Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

The Tenant must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of July 1, 2019, the Minimum Wage to be paid pursuant to the Order is $14.10 per hour. Every July 1, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of $0.05. Such increase shall remain in effect until any subsequent adjustment is made.

The Minimum wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.

- All employees whose regular work entails performing a service for the City under a City contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a Base Wage pursuant to MCC Sect. 2-92-610 is required for work or services done under this Lease, and the Minimum Wage is higher than the Base Wage, then the Tenant must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Tenant must pay the prevailing wage.

(iii) Living Wage Ordinance

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92- 610 and regulations promulgated thereunder:

If the Tenant has 25 or more full-time employees, and if at any time during the performance of a contract for any of the services disclosed in the immediately preceding paragraph of this Section 6.1(c)(iii) (the "*Services*"), the Tenant and/or any Tenant Representative or any other entity that provides any portion of the Services (collectively "*Performing Parties*") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Tenant's obligation to pay, and to assure payment of, the Base Wage will begin at any time

during the Lease term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Lease term.

As of July 1, 2019 the Base Wage is $12.88. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2019, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Lease, the Tenant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Lease, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Tenant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Tenant agrees to provide the City with documentation acceptable to the Commissioner demonstrating that all Covered Employees, whether employed by the Tenant or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Tenant and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Lease, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.

Not-for-Profit Corporations: If the Tenant is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for- profit law, then the provisions above do not apply.

(iv) Chicago Minimum Wage Ordinance

On December 2, 2014, the City Council of the City of Chicago passed a new chapter of the Municipal Code, chapter 1-24, specifying a minimum wage of $10.00 per hour to be paid to all workers within the City of Chicago, not just employees of City contractors, effective July 1, 2015.

As of July 1, 2019, the minimum wage under chapter 1-24 of the Municipal Code is $13.00 per hour. Every July 1 until 2019, these wages will increase. If the Tenant

is required by Executive Order 2014-1, the Base Wage Ordinance, or any other law (e.g., the Prevailing Wage Act) to pay a higher rate, above the generally applicable Chicago minimum wage, the higher rate will apply.

(v) Chicago Paid Sick Leave Ordinance

The Tenant understands that, to the extent that the Paid Sick Leave Ordinance, codified at MCC 1-24-045, applies to its activities, it must comply with that Ordinance.

(d) *Non-Collusion, Bribery of a Public Officer or Employee:* The Tenant shall comply with Section 2-92-320 of the Code, as follows:

(i) No person or business entity shall be awarded a contract or subcontract if that person or business entity:

(A) Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that officer's or employee's official capacity; or

(B) Has been convicted 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) Has made an admission of guilt of such conduct described in (A) or (B) above which is a matter of record but has not been prosecuted for such conduct.

(ii) For purposes of this Section 6.1(d), where an official, agent or employee of a business entity has committed any offense under this Section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

(iii) Ineligibility under this Section 6.1(d) shall continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of "affiliated agency," and a detailed description of the conditions which would permit the Chief Procurement Officer of the City to reduce, suspend, or waive the period of ineligibility.

(e) *Chapters 2-56 of the Code, Office of Inspector General:*

It will be the duty of any bidder, proposer, contractor, all subcontractors and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Tenant understands and will abide by all provisions of Chapters 2-56 of the MCC.

2. All Subcontracts or purchase orders entered into by the Tenant with parties providing materials, labor or services to complete the Improvements, must contain the following statement regarding Chapter 2-56 of the MCC, "Office of the Inspector General." If the Tenant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of these Sections are deemed to be incorporated in all Subcontracts or Purchase Orders.

"The Subcontractor, (material supplier or other entity) its officers, directors, agents, partners and employees must cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code and the Subcontractor (material supplier or other entity) understands and will abide by all provisions of these sections of the Municipal Code."

(f) *Governmental Ethics Ordinance:* The Tenant shall comply with Chapter 2-156 of the Code, "Governmental Ethics," including but not limited to Section 2-156-120 of Chapter 2-156 of the Code pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter will be voidable as to the City.

(g) *Anti-Scofflaw Ordinance:* In accordance with Section 2-92-380 of the Code, and in addition to any other rights and remedies (including any of set-off) available to the City under this Lease or permitted at law or in equity, the City shall be entitled to set off a portion of any amounts due to the Tenant by the City under this Lease in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the Tenant to the City. For purposes of this Section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. *"Debt"* means a specified sum of money owed to the City for which the period granted for payment has expired.

Notwithstanding the above paragraph, no such debt(s) or outstanding violation complaint (s) will be off set from the amounts due the Tenant under the Lease if one or more of the following conditions are met:

1. The Tenant has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the City and the Contracting party is in compliance with the agreement; or

2. The Tenant is contesting liability for the amount of the debt in a pending administrative or judicial proceeding; or

3. The Tenant has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

(h) *Visual Artists Rights Act Waiver:*

(i) The Tenant will ensure that in the event any work of visual art as defined in Section 101 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the *"Copyright Act"*) (the *"Artwork"*) is installed at the Leased Premises or in the Phase III Cargo Facility, the author of that Artwork waives any and all rights in the Artwork that may be granted or conferred on the Artwork under Section 106A(a)(3) and Section 113(d) of the Copyright Act. The above waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant will ensure that the author of the Artwork acknowledges 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 will ensure that the author of the Artwork acknowledges 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 and hereby consents to such destruction, distortion, mutilation or other modification, by reason of its removal, storage, relocation, or reinstallation.

(ii) The Tenant represents and warrants that it will obtain a written waiver of all rights under Section 106A(a)(3) and Section 113(d) of the Copyright Act as necessary from any employees, contractors, subcontractors, subtenants or any artists. The Tenant must provide the City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork on the Leased Premises.

(j) *City Disclosure Affidavit.* The Tenant shall complete an affidavit in the form approved by the City (*"City Disclosure Affidavit"*), the appropriate subsection for State Tax Delinquencies and acknowledge all other representations, including certifications that the Tenant, its agents, employees, officers and any contractors (i) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this Section as required by the Illinois Criminal Code; (ii)

do not owe any debts to the State of Illinois, in accordance with Section 11-42.1-1 of the Illinois Municipal Code; and (iii) are not presently disbarred or suspended as defined in subsection D, Certification Regarding Suspension and Disbarment of the Affidavit in Part One of the Contract Documents.

(k) *Disclosure of Ownership:* The Tenant shall execute and shall cause its contractors to execute a City Disclosure Affidavit, including the Disclosure of retained parties. In addition, pursuant to Chapters 2-92 and 2-154 of the Code, the Tenant and any person having more than a seven and one-half percent (7-½%) direct or indirect ownership interest in the Tenant, and any person, business entity or agency contracting with the City shall be required to complete Part I, Disclosure of Ownership Interests, and Part VIII, Certification Regarding Business Relationships with Elected Officials, of the Disclosure Affidavit.

(l) *City Resident Employment Requirements:* Except for the construction of the Taxilane NN Improvements if the costs of the construction of the Taxilane NN Improvements are federally funded, the Tenant agrees and shall contractually obligate each contractor to agree that during the construction of the Improvements the Tenant and each contractor who is hiring workers to work on the construction of the Improvements shall utilize good faith efforts to comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago. To facilitate these efforts, the Tenant will establish a City of Chicago Community Hiring Program for all new hires at the Leased Premises, which Community Hiring Program is more fully described in *Exhibit P* to this Lease.

(m) *Business Relationships with Elected Officials:* Pursuant to Section 2-156-030(b) of the 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 Section 2-156-030(b) by any elected official with respect to this Lease shall be grounds for termination of this Lease. The term business relationship is defined as set forth in Section 2-156-080 of the Code.

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 Two Thousand Five Hundred Dollars ($2,500) or more in a calendar year; *provided, however,* a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) 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; (ii) the authorized compensation paid to an official or employee for his office or

employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall 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.

(n) *Occupational Safety and Health Act.* The Tenant shall comply with the requirements of 29 CFR Part 1926 (originally 29 CFR Part 1518) – Safety and Health Regulations for Construction of the Williams-Steiger Occupational Safety and Health Act of 1970, 40 U.S.C. 333 et seq. (*"OSHA"*). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, Chicago, Illinois. Tenant's attention is directed to the "Health and Safety Act" of the State of Illinois, 820 ILCS 225/I et seq. The rules issued pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect to the standards in effect under OSHA law pursuant to orders of the Illinois Industrial Commission. The standards require that Tenant provide reasonable protection to the lives, health, and safety of all persons employed under this Lease.

(o) The Tenant shall comply with the Illinois Public Mechanics' Lien Act, 770 ILCS 60/1 *et seq.* and any rules or regulations promulgated thereunder, as may be amended from time to time.

(p) The Tenant shall comply with the Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* and any rules or regulations promulgated thereunder, as may be amended from time to time.

(q) *Certification of Compliance With All Laws:*

By entering into this Lease with the City, Tenant certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this Lease, meet City and federal requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Tenant becomes aware of such information, it must immediately disclose it to the City.

(r) It is understood by the City and the Tenant to the extent any of the City requirements set forth above in this Section 6.1 conflict with the Federal Contract Requirements, that if the cost of the construction of the Taxilane NN Improvements are funded by the Federal Government, that with respect to the construction of the Taxilane NN Improvements, the Tenant and all contractors shall comply with the Federal Contract Requirements to the extent they conflict with the City requirements.

Section 6.2. Ethics/Conflicts of Interest. The Tenant represents and warrants that:

(a) No officer, agent or employee of the City is employed by the Tenant or has a personal or financial interest directly or indirectly, in the Tenant, this Lease, the Leased Premises, or the compensation to be paid under this Lease except as may be permitted in writing by the Board of Ethics established under the Code (Chapter 2-156).

(b) No payment, gratuity or offer of employment will be made in connection with this Lease by or on behalf of any Contractors to the Tenant or higher tier Contractors or anyone associated with them, as an inducement for the award of a contract, subcontract or order.

The Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

Section 6.3. Conflicts of Interest.

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this Lease is permitted to have any personal interest, direct or indirect, in this Lease. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Lease or to any financial benefit to arise from it.

(b) The Tenant covenants that it, and to the best of its knowledge, its Contractors presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its obligations under this Lease.

(c) The Tenant further covenants that, in the performance of this Lease, no person having any conflicting interest will be assigned to perform any obligations or have access to any confidential information, if any, under this Lease. If the City, by the Commissioner in his reasonable judgment, determines that any of Tenant's obligations for others conflict with the Tenant's obligations under this Lease, Tenant must terminate such other services immediately upon request of the City.

Section 6.4. Intentionally Omitted.

Section 6.5. Tenant's MBE/WBE Commitment. The Tenant agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general Contractors for the construction of the Tenant Infrastructure Improvements, the Cargo Facility and any Alterations to agree, that during the construction of the Tenant Infrastructure Improvements, the Improvements and any Alterations that it will endeavor, as one of its publicly stated goals, to accomplish the following:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the *"Procurement Program"*), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "*Construction Program*," and collectively with the Procurement Program, the *"MBE/WBE Program"*), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 6.5, during the course of construction of the Improvements, at least twenty-five percent (25%) of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least five percent (5%) of the MBE/WBE Budget shall be expended for contract participation by women-owned businesses. To the extent the Tenant's Proposal commits the Tenant to exceed the percentages than those required in this Section 6.5(a) above, the higher percentages set forth in the Tenant's Proposal shall control.

(b) For purposes of this Section 6.5 only:

(i) The Tenant (and any party to whom a contract is let by the Tenant in connection with the Improvements and the Tenant Infrastructure Improvements) shall be deemed a "Contractor" and this Lease (and any contract let by the Tenant in connection with the Cargo Facility and the Tenant Infrastructure Improvements) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Tenant's MBE/WBE commitment may be achieved in part by the Tenant's status as an MBE or WBE (but only to the extent of any actual work performed on the Improvements or Alterations by the Tenant) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Cargo Facility and on the Tenant Infrastructure Improvements by the MBE or WBE); by the Tenant utilizing a MBE or a WBE as the general Contractor (but only to the extent of any actual work performed on the Improvements by the general contractor); by subcontracting or causing

the general Contractor to subcontract a portion of the construction of the Improvements and the Tenant Infrastructure Improvements to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Tenant Infrastructure Improvements, the Improvements and any Alterations from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Tenant's MBE/WBE commitment as described in this Section 6.5. In accordance with Section 2-92-730, Municipal Code of Chicago, the Tenant shall not substitute any MBE or WBE general Contractor or subcontractor without the prior written approval of CDA.

(d) The Tenant shall deliver quarterly reports to the City's monitoring staff during the construction of the Improvements and the Tenant Infrastructure Improvements describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Tenant or the general Contractors to work on the Improvements and the Tenant Infrastructure Improvements, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Improvements and the Tenant Infrastructure Improvements, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as set forth in Part VII of *Exhibit E* and otherwise as may assist the City's monitoring staff in determining the Tenant's compliance with this MBE/WBE commitment. The Tenant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Improvements and the Tenant Infrastructure Improvements for at least five (5) years after completion of the Improvements and the Tenant Infrastructure Improvements, and the City's monitoring staff shall have access to all such records maintained by the Tenant, on prior notice of at least five (5) Business Days, to allow the City to review the Tenant's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Improvements and the Tenant Infrastructure Improvements.

(e) Upon the disqualification of any MBE or WBE general Contractor or subcontractor, if the disqualified party misrepresented such status, the Tenant shall be obligated to discharge or cause to be discharged the disqualified general Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Tenant's MBE/WBE commitment as described in this Section 6.5 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) The Tenant shall also comply with the provisions contained in *Exhibit E* attached hereto which are in addition to the requirements of this Section 6.5.

(h) Notwithstanding the above provisions of this Section 6.5 and *Exhibit E* attached hereto, to the extent the City is able to obtain a grant or grants from the federal government to finance the Taxilane NN Improvements , the Tenant shall be required to comply with the federal disadvantaged business enterprise requirements, and other requirements for federally funded contracts , including prohibitions on geographic preferences, for the procurement of contracts for the construction and/or operation of the Taxilane NN Improvements (the *"Federal DBE Requirements"*). To the extent the Tenant is required to comply with the Federal DBE Requirements for the construction of the Taxilane NN Improvements, so long as the Tenant is in compliance with the Federal DBE Requirements, the Tenant will not be required to comply with conflicting City requirements, including, but not limited to, the MBE/WBE Program, City resident employments requirements, and Community Hiring Goals, while the Federal DBE Requirements are in effect.

Section 6.6. No Personal Liability of Agents. No agent, employee or official of the City shall be personally liable to the Tenant in the event of any default or breach by the City or for any amount which may become due to the Tenant or with respect to any commitment or obligation of the City under the terms of this Lease.

Section 6.7. Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Construction Commencement Date, the Tenant and the Tenant's general Contractor and all major subcontractors shall meet with CDA monitoring staff regarding compliance with the requirements of Sections 6.1, 6.4 and 6.5. During this pre-construction meeting, the Tenant shall present its plan to achieve its obligations under Sections 6.1, 6.4 and 6.5, the sufficiency of which the City's monitoring staff shall approve as a precondition to the commencement of the construction of the Improvements. During the construction of the Improvements, the Tenant shall submit all documentation required by Sections 6.1, 6.4 and 6.5 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) Contractor's certification concerning labor standards and prevailing wage requirements; (c) Contractor's letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE Contractor associations have been informed of the planned construction of the Improvements pursuant to written notice and/or hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Tenant is not complying with its obligations under Sections 6.1, 6.4 and 6.5, shall, upon the delivery of written notice to the Tenant, be deemed an Event of Default under this Lease. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Lease, the City may: (y) issue a written demand to the Tenant to halt construction of the Improvements and any Alterations, or (z) seek any other remedies against the Tenant available at law or in equity.

Section 6.8. Business Relationships. The Tenant acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) 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 City official or employee has a "Business Relationship" (as defined in Section 2-156-

080 of the Municipal Code of Chicago), 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, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. The Tenant hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

Section 6.9. Federal Terrorist (No-Business) List. The Tenant represents and warrants that neither the Tenant nor any Affiliate (as hereafter defined) 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 or entities with which the City may not do business under any applicable laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 6.9, an "Affiliate" shall be deemed to be a person or entity related to the Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 6.10. Prohibition on Certain Contributions; Mayoral Executive Order No. 2011-04.

(a) The Tenant agrees that the Tenant, and any person or entity who directly or indirectly has an ownership or beneficial interest in the Tenant of more than 7.5% (the *"Owners"*), and spouses and domestic partners of such Owners (the *"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 fundraising committee (i) after execution Lease by Tenant, (ii) while this Lease or any other lease is executory, (iii) during the term of this Lease or any other lease or contract between Tenant and the City, or (iv) during any period while an extension of this Lease or any other lease or contract is being sought or negotiated.

(b) The Tenant represents and warrants that from the later of (i) May 18, 2011, or (ii) the date the City approached the Tenant, or the date the Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

(c) The Tenant shall not: (i) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (ii) reimburse its employees for a contribution of any amount made to the

Mayor or to the Mayor's political fundraising committee; or (iii) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 constitutes a breach and default under this Lease, and under any other Lease or contract. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Lease and under any other lease or contract, at law and in equity. This provision amends any other lease or contract and supersedes any inconsistent provision contained therein.

Section 6.11. No Waste Disposal in Public Way MCC 11-4-1600(E)

The Tenant warrants and represents that it has not violated and is not in violation of the following sections of the Municipal Code of Chicago (collectively, the *"Waste Sections"*):

- 7-28-390 Dumping on public way;
- 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;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Lease is executory, Tenant's violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of and an event of default under this Lease. Such breach and default entitles the City to all remedies under the Lease, at law or in equity.

This Section 6.11 does not limit the Tenant's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease.

Section 6.12. Economic Disclosure Statement

Prior to Effective Date, and pursuant to Chapter 2-154-010, 2-154-020 and 2-154-030 of the MCC, any person, or business entity of agency submitting a bid proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. The Tenant must complete EDS(s) in which the Tenant

(and its parent entities, if applicable) identifies all persons with 7.5% or more ownership interest and in which the Tenant certifies (among other things) that the Tenant, its agents, employees, officers and any subcontractors: a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; b) do not owe any debts to the State of Illinois, in accordance with Section 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code and c) are not presently debarred or suspended from public contracts.

Updates: Until the Termination Date, the Tenant must provide, without need for request by the City, an updated EDS(s) if there is any change in ownership or change in any other circumstance that would render the EDS(s) then currently on file inaccurate or obsolete. Failure to provide an updated EDS(s) when required is an event of default. Any change in ownership that is within the Tenant's reasonable control (such as the sale of an ownership interest in a non-publicly traded entity) is subject to the prior written consent by the Commissioner, and the Tenant's failure to obtain such prior written consent is an event of default. In the event of a change in ownership outside of the Tenant's reasonable control (such as acquisition of controlling interest in Tenant through purchase of shares on a public exchange), the City shall have the right to invoke the "Early Termination" provision if the Commissioner determines such termination to be in the City's best interest.

ARTICLE 7

INDEMNITY, INSURANCE, DAMAGE OR DESTRUCTION

Section 7.1. Indemnification.

(a) The Tenant shall defend, indemnify and save the City, all City Representatives and all contractors of the City and each of their respective representatives, employees, officers, successors and assigns (each of the City, the City's Representatives and the Contractors, and their respective representatives, employees, officers, successors and assigns acting in their official capacity, is collectively referred to herein as an *"Indemnified Party"*) harmless from and against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, engineers', architects' and attorneys' fees and expenses, court costs and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any of the following occurring during or after (but attributable to a period of time falling within) the Term:

(i) Any demolition, razing or construction of the Cargo Facility, Alterations or any other work or thing done in, on or about the Leased Premises or any part thereof;

(ii) Any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Leased Premises or any portion thereof;

(iii) Any act or failure to act by the Tenant or by any of the Tenant's Representatives;

(iv) Any accident, injury (including death) or damage to any person or property occurring in, on or about the Leased Premises or any portion thereof;

(v) Any failure by the Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease;

(vi) Any failure of the Tenant or any Tenant's Representative to pay contractors, subcontractors or material suppliers in connection with the construction, operation or management of the Leased Premises;

(vii) Any misrepresentation or omission made by the Tenant or any Tenant's Representative;

(viii) Any lien or claim which may be alleged to have arisen against or on the Leased Premises during the Term, or any lien or claim which may be alleged to have arisen out of this Lease and created or permitted to be created by the Tenant against any assets of the City, or any liability which may be asserted against the City with respect thereto; and

(ix) Any action or proceedings brought against the City or the Leased Premises (or any portion thereof) by virtue of any violation or alleged violation by the Tenant or the Leased Premises (or any portion thereof) of any applicable laws, regulations, ordinances or requirements of the United States of America, or of the State or other county, municipal or public or quasi-public authority now existing or hereafter created, having jurisdiction in the Leased Premises.

(b) Any Indemnified Party shall utilize the following procedure in enforcing any and all claims for indemnification against the Tenant:

(i) If any claim, action or proceeding is made or brought against any Indemnified Party against which the Indemnified Party is indemnified under this Section 7.1, then the Indemnified Party shall give notice hereunder to the Tenant promptly after obtaining written notice of any claim as to which recovery may be sought against the Indemnified Party. If such indemnity shall arise from the claim of a third party, the Tenant may elect to assume the defense of any such claim and any litigation resulting from such claim at its own expense; *provided, however,* that failure by the Tenant to notify the Indemnified Party of its election to defend any such claim or action by a third party within thirty (30) days after notice thereof shall have been received by the Tenant shall be deemed a waiver by the Tenant of its

right to defend such claim or action. Any notice given pursuant to this Section 7.1(b) shall contain a detailed statement of the nature and basis of the claim, the identity of the claimant, the demand and relief sought or requested by the claimant, and shall be accompanied by copies of all materials in possession of the Indemnified Party which reasonably relate to such claim. Subject to the foregoing provisions of this Section 7.1(b), the right to indemnification hereunder shall not be affected by any failure of the Indemnified Party to give such notice or related materials or delay by them in giving such notice or related materials unless, and then only to the extent that, the rights and remedies of the Tenant shall have been prejudiced as a result of the failure to give, or delay in giving, such notice or related materials.

(ii) If the Tenant shall assume the defense of an Indemnified Party with respect to such claim or litigation, its obligations hereunder as to such claim or litigation shall include taking all steps necessary in the defense or settlement (which settlement shall be subject to the Indemnified Party's approval) of such claim or litigation against the Indemnified Party and holding the Indemnified Party harmless from and against any and all damages caused by or arising out of any settlement approved as provided herein, or any judgment in connection with such claim or litigation. Any counsel employed by the Tenant or by any of the Tenant's insurers to represent the City or other Indemnified Party shall be subject to the City's prior approval, which approval shall not be unreasonably withheld or delayed and provided that such counsel does not have a conflict of interest with the City or Indemnified Party. Notwithstanding any provision in this Section 7.1 to the contrary, in the event that the Tenant assumes the defense of such claim or litigation, the Tenant shall notify the Indemnified Party and the City of all such defenses the Tenant proposes to assert and the City may determine, in its sole discretion, whether any of the defenses may be deemed not to be in the best interests of the City or the Airport. If the City determines that any such defense is not in the City's or the Airport's best interests the Tenant shall not pursue the objectionable defense but shall be obligated to pursue in accordance with this Section 7.1 the remaining defenses to the claim or litigation. The Tenant shall not, in the defense of such claim or litigation, consent to the entry of any judgment (other than a judgment of dismissal on the merits without costs) except with the written consent of the Indemnified Party (which consent shall not be unreasonably withheld if such judgment is not adverse in any way to the Indemnified Party) or enter into any settlement (except with the written consent of the Indemnified Party) which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party, a release from all liability in respect of such claim or litigation. Anything in this Section 7.1 to the contrary notwithstanding, the Indemnified Party may, with counsel of its choice and at its expense, participate in the defense of any such claim or litigation.

(iii) If the Tenant shall assume the defense of an Indemnified Party with respect to any claim or litigation the Tenant may select the counsel to represent the Indemnified Party or the Indemnified Party *and* the Tenant in the same proceeding;

provided that such counsel is reasonably acceptable to the Indemnified Party and such counsel does not have a conflict of interest in its representation of the Indemnified Party and the Tenant; and *provided further* that, counsel shall not represent the Tenant and the Indemnified Party if the Indemnified Party reasonably believes that the interests of the Indemnified Party and the Tenant are adverse to each other or are not aligned with each other, or where there are one or more legal defenses available to such Indemnified Party which are different from or additional to all parties commonly represented, and that by virtue of such different or additional defenses, the representation of the Indemnified Party and the Tenant by a single firm of attorneys would be inappropriate under applicable standards of professional conduct. In such circumstances described above, the Indemnified Party may employ separate counsel at the expense of the Tenant.

(iv) If the Tenant shall not assume the defense of any such claim by a third party or litigation after receipt of notice from the Indemnified Party, the Indemnified Party may defend against such claim or litigation in such manner as it deems appropriate, and unless the Tenant shall, at its option, provide a bond to, or deposit with the Indemnified Party, a sum equivalent to the total amount demanded in such claim or litigation plus the Indemnified Party's estimate of the costs of defending the same, the Indemnified Party may settle such claim or litigation on such terms as it may reasonably deem appropriate, and the Tenant shall promptly reimburse the Indemnified Party for the amount of such settlement and for all damage incurred by it in connection with the defense against or settlement of such claim or litigation. If the Tenant shall provide such bond or deposit, the Indemnified Party shall not settle any such claim or litigation without the written consent of the Tenant, which shall not be unreasonably withheld. If the Tenant pays or reimburses the Indemnified Party's costs and expenses in connection with such Indemnified Party's defense of any claim or litigation for which it has been indemnified hereunder, and at the conclusion of such litigation the Indemnified Party is awarded costs and expenses, the Indemnified Party shall, after reimbursing itself in full, pay any excess amount to the Tenant.

(v) The Tenant shall promptly reimburse the Indemnified Party for the amount of any judgment rendered and for all damages, costs, reasonable fees and expenses incurred or suffered by it in connection with the defense against such claim or litigation to the extent such Indemnified Party has not already been reimbursed pursuant to Section 7.1(b)(iv),

(vi) Notwithstanding the above provisions of this Section 7.1(b), the Tenant shall not be required to indemnify an Indemnified Party if it is shown that the damages for which indemnification is sought against the Tenant to the extent such damages are due to the gross negligence or willful misconduct of such Indemnified Party seeking indemnification.

(c) The City shall not be liable to the Tenant or to the Tenant's Representatives, for any injury to, or death of, any of them or of any other person or for any damage to any

of the Tenant's property or loss of revenue, caused by any third person in the maintenance, construction, occupancy, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport nor shall the City have any liability whatsoever to the Tenant or the Tenant's Representatives, for any damage, destruction, injury, loss or claim of any kind arising out of the use by any of the aforementioned of any parking lot located at the Airport. The City shall not be liable to the Tenant for damage to property of the Tenant or any loss of revenues to the Tenant resulting from the City's acts or omissions in the maintenance and operation of the Airport or the City's failure to maintain and operate the Airport, unless, and to the extent, in the case of damage to property of the Tenant or any loss of revenues is due to the City's gross negligence or willful misconduct.

(d) The obligations of the Tenant under this Section 7.1 shall survive the termination of this Lease and beyond the termination of this Lease each obligation of the Tenant under this Section 7.1 shall remain in effect until a claim for failure to pay or perform such obligation is barred by the applicable statute of limitations relating to such claim; *provided* that the City and the other Indemnified Parties shall always have the benefit of any facts which would have the effect of tolling such statute of limitations. The obligations of the Tenant under this Section 7.1 shall not be affected in any way by the amount of, or the absence of, insurance coverage, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises or any part thereof.

(e) The City's officials, commissioners, agents and employees shall have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease in accordance with this Lease or the Leased Premises in the event of a breach or default by the City of any of its obligations hereunder.

(f) Notwithstanding any other provision of this Lease to the contrary, the Tenant hereby waives any and every claim for recovery from the City for any and all loss or damage to the Leased Premises or to the contents thereof, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by the Tenant or which would have been recoverable if the insurance required hereunder had been maintained by the Tenant, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. The Tenant shall require any subtenant to include similar waivers of subrogation in favor of the City.

(g) To the extent permissible by law, the Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any claims, including any claim by any employee of the 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 City, however, does not waive any limitations it may have on its liability under the Workers Compensation Act, the Illinois Pension Code or any other statute.

Section 7.2. Insurance Coverage Required. The Tenant, Contractors and Cargo Facility Space Tenants must provide and maintain at the Tenant's, the Contractors' and the Cargo Facility Space Tenants' own expense, or cause to be maintained, during the Term of this Lease and on any earlier date the Tenant, the Contractors, and the Cargo Facility Space Tenants are permitted to enter onto the Leased Premises, and until each and every obligation of the Tenants, the Contractors and the Cargo Facility Space Tenants contained in this Lease has been fully performed (including any time period following the Termination Date if the Tenant, the Contractors and the Cargo Facility Space Tenants are required to return to the Leased Premises and perform any additional work), the insurance coverages and requirements specified below, insuring all operations under this Lease, with insurance companies authorized to do business in the State of Illinois

(a) *Insurance to be provided by Tenant.* During the Term of this Lease, the Tenant must obtain the following insurance:

(i) *Workers Compensation and Employers Liability.* Workers Compensation, as prescribed by applicable law, covering all employees who are to provide a service under this Lease, and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) for each accident, illness or disease. The Tenant will not be required to obtain such coverage as long as it does not have employees.

(ii) *Commercial General Liability* (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than Ten Million Dollars ($10,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, independent contractors, separation of insured, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and its managers, members, officers, and agents and employees shall be named as an additional insured under the policy. Such additional insured status shall be provided on ISO form CG 2038 or a similar additional insured form or a blanket endorsement providing additional insured status when required by written contract. The Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) *Automobile Liability* (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant must provide Automobile Liability Insurance with limits of not less than Five Million Dollars ($5,000,000) per occurrence for bodily injury and property damage including a MCS90 endorsement, when applicable.

(iv) *Pollution Legal Liability.* Pollution Legal Liability Insurance must be provided covering bodily injury, property damage and other losses caused by

pollution conditions that arise from the contract scope of services with limits of not less than Two Million Dollars ($2,000,000) per occurrence. Coverages must include contractual liability, defense, environmental cleanup, remediation and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work in connection with the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named in the policy as an additional insured.

(v) *Property.* The Tenant must obtain All Risk Property Insurance at full replacement cost, covering all loss or damage to the Leased Premises and other property, including improvements and betterments. Coverages must include but shall not be limited to the following: extra expense, water including leakage, overflow, sewer backup and seepage, collapse, boiler and machinery, earthquake and flood. The City is to be named in the policy as a loss payee, as its interests may appear. The Tenant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented by the Tenant. The Tenant is responsible for all loss or damage to the Improvements and any of the Tenant's property at full replacement cost.

(vi) *Business Interruptions.* The Tenant must obtain and maintain or cause to be obtained or maintained "use and occupancy" insurance or "business interruption" insurance covering the loss of revenues by reason of the total or partial suspension of or interruption in the operation of the Cargo Facility caused by damage to or destruction of the Cargo Facility in an amount not less than the amount required to meet the Combined Rent for a period of not fewer than two years. The City is to be named in the policy as a loss payee with respect to the Tenant's Business Interruption insurance, as their interests appear.

(b) *Insurance to be Provided During Construction.* During the Term of this Lease and while there is any construction at the Leased Premises, or with respect to the construction of the Tenant Infrastructure Improvements and the Cargo Facility the Contractor must obtain the following insurance:

(i) *Workers Compensation and Employers Liability.* Workers Compensation, as prescribed by applicable law covering all employees who are to provide a service to the Phase III Leased Premises or the Tenant Infrastructure Improvements Sites and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) for each accident, illness or disease.

(ii) *Commercial General Liability* (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than Ten Million Dollars ($10,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse,

underground, independent contractors, separation of insured, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent.

The City and its managers, members, officers, and agents and employees shall be named as an additional insured under the policy. Such additional insured status shall be provided on ISO form CG 2038 or equivalent for ongoing operations and CG 2037 or equivalent after project completion on an additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, the Contractor's sole negligence or the additional insured's vicarious liability, except as stated in CG2038. The Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Subcontractors performing work for the Contractors must maintain limits of not less than Five Million Dollars ($5,000,000) for access to the Airside and Two Million Dollars ($2,000,000) for access to the Landside, and otherwise containing the same terms as set forth in this Section 7.2(b)(ii).

(iii) *Automobile Liability* (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractors must provide Automobile Liability Insurance with limits of not less than Ten Million Dollars ($10,000,000) per occurrence for bodily injury and property damage, including an MCS90 endorsement, when applicable. Subcontractors performing work for the Contractors must maintain limits of not less than Five Million Dollars ($5,000,000) for access to the Airside and Two Million Dollars ($2,000,000) for access to the Landside, and otherwise containing the same terms as set forth in this Section 7.2(b)(iii).

(iv) *Builder's Risk.* The Contractor or the Tenant must provide All Risk Builder's Risk Insurance at replacement cost of the Project. The policy must include but not be limited to 1) coverage for all materials, equipment, machinery, fixtures, and labor, reasonable overhead and profit, and forms, form work and temporary structures to be "used up" in the construction, 2) coverage for loss arising out of testing, including "hot" testing, resulting damage arising out of error or omission in design, plans or specifications, and resulting damage arising out of faulty or defective workmanship or materials, freezing, and collapse coverage, 3) permission for use or occupancy of the Leased Premises while insured by the policy, 4) off-premises utility interruption and changes in ordinances or laws and resulting increased cost of construction, 5) off-premises storage of materials, materials in-transit to the job-site and extra expense, 6) flood and earthquake coverage and 7) debris removal. The City is to be included as a loss payee as its interests may appear.

The Contractors are responsible for all loss or damage to personal property (including, but not limited to, material, equipment, tools and supplies) owned, rented or used by the Contractor.

The Contractors are responsible for all loss or damage to the City's property at full replacement costs that results from the work.

(v) *Professional Liability.* When any architects, engineers, construction/project managers or other professional consultants perform work for Phase III Leased Premises or the Tenant Infrastructure Improvements Sites, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Two Million Dollars ($2,000,000). When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) *Valuable Papers.* The Tenant will obtain and maintain Valuable Papers Insurance when any plans, designs, drawings, specifications and documents are produced or used under this Lease and owned by the Tenant, Valuable Papers Insurance shall be maintained in an amount to insure any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

(vii) *Contractors Pollution Liability.* When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from work performed with limits of not less than One Million Dollars ($1,000,000) per occurrence. Coverage must include underground storage tanks, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work under this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as additional insured.

(c) *Insurance to be Provided by Cargo Facility Space Tenants.* During the Term of this Lease, and while there are Cargo Facility Space Tenants operating or occupying any portion of the Cargo Facility under Cargo Facility Space Leases or otherwise, each Cargo Facility Space Tenant must obtain the following insurance:

(i) *Workers Compensation and Employers Liability.* Workers Compensation Insurance, as prescribed by applicable law covering all employees of the Cargo Facility Space Tenants who are to provide a service to the property subject to the Cargo Facility Space Leases and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) for each accident, illness or disease.

(ii) *Commercial General Liability (Primary and Umbrella).* Commercial General Liability Insurance or equivalent with limits of not less than: (A) Two Hundred Million Dollars ($200,000,000) per occurrence for bodily injury, personal injury, and property damage liability for Cargo Facility Space Tenants operating aircraft at the Airport; and (B) Ten Million Dollars ($10,000,000) per occurrence for bodily injury, personal injury and property damage liability for Cargo Facility Space Tenants not operating aircraft at the Airport. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and its managers, members, officers, and agents and employees be named as an additional insured under the policy. Such additional insured status shall be provided on CG 2038 or a similar additional insured form. The Cargo Facility Space Tenants liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) *Automobile Liability (Primary and Umbrella).* When any motor vehicles (owned, non-owned and hired) are used in connection with this Lease, the Cargo Facility Space Tenants must provide Automobile Liability Insurance with limits of not less than Ten Million Dollars ($10,000,000) per occurrence for bodily injury and property damage.

(iv) *Personal Property.* The Cargo Facility Space Tenants are responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, rented, or used by the Cargo Facility Space Tenants.

Section 7.3. Other Provisions.

(a) The Tenant, the Contractors and the Cargo Facility Space Tenants must furnish the City, Department of Finance, Risk Management Office, 333 South State, Room 400, Chicago, Illinois, 60604, and Department of Aviation, Real Estate and Finance Division, O'Hare Airport, 10510 West Zemke Road, Chicago, Illinois 60666, original Certificates of Insurance and all applicable endorsements evidencing the required coverage to be in force on the date of this Lease, and renewal certificates of insurance and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Tenant, the Contractors and the Cargo Facility Space Tenants must submit evidence of insurance on the Insurance Certificate of Coverage Form, a copy of which form is attached hereto as *Exhibit F* (or other equivalent form) upon its execution of this Lease. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Lease have been fully met, or that the insurance policies indicated on the certificate are in compliance with all requirements set forth in this Lease. The failure of the City to obtain certificates or other insurance evidence

from the Tenant, the Contractors and the Cargo Facility Space Tenants must not be deemed to be a waiver by the City of any requirements for the Tenant, the Contractors and the Cargo Facility Space Tenants to obtain and maintain the specified coverages. The Tenant, the Contractors and the Cargo Facility Space Tenants must advise all insurers of the provisions of this Lease relating to required insurance coverages. Non-conforming insurance must not relieve the Tenant, the Contractors and the Cargo Facility Space Tenants of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Lease, and the City retains the right to stop work until proper evidence of insurance is provided or terminate this Lease as provided in Article 9 of this Lease.

(b) The Tenant must provide for 60 days prior written notice to be given to the City and the Contractors or the Cargo Facility Space Tenants must provide 30 days written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed (which prior notice shall be 10 days if insurance coverage is cancelled due to non-payment of insurance premium).

(c) Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Tenant, each of the Contractors and each of the Cargo Facility Space Tenants.

(d) The Tenant hereby waives and agrees to require its insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives. The Contractors and the Cargo Facility Space Tenants will also be required to waive their rights of recovery against the City, its employees, elected officials, agents and representatives and will require their insurers to waive subrogation rights or give their respective insureds permission to waive their recovery rights in writing prior to a loss.

(e) The coverages and limits furnished by the Tenant, the Contractors and the Cargo Facility Space Tenants in no way limits the Tenant's, the Contractors' and the Cargo Facility Space Tenants' liabilities and responsibilities specified within this Lease or by law.

(f) If the Tenant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(g) Any insurance or self - insurance programs maintained by the City do not contribute with insurance provided by the Tenant, the Contractors and the Cargo Facility Space Tenants under this Lease.

(h) The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

(i) If the Tenant, the Contractors and the Cargo Facility Space Tenants or their contractors or subcontractors are a joint venture or limited liability company, the insurance policies must include the joint venture or limited liability company as a named insured.

(j) The Tenant, the Contractors and the Cargo Facility Space Tenants must require all subcontractors to provide the insurance required herein, or the Tenant, the Contractor and the Cargo Facility Space Tenants may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of the Tenant, the Contractors and the Cargo Facility Space Tenants unless otherwise specified in this Lease. The Tenant, the Contractors and the Cargo Facility Space Tenants must ensure that the City is an additional insured on such insurance required from subcontractors, for which the additional insured status for the City is a specified requirement.

(k) If the Tenant, the Contractors and the Cargo Facility Space Tenants or subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

(l) Notwithstanding any provision in this Lease to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements set forth in this Lease, with reasonable prior notice to and consent of the Tenant (which consent will not be unreasonably withheld, conditioned or delayed); provided, however, no such modification, deletion, alteration or change shall increase the amount of insurance coverage required by this Lease.

Section 7.4. Damage and Destruction.

(a) Subject to the provisions of Section 7.4(c) below, in the event of damage to, or destruction of, the Cargo Facility (excluding the Fuel System after it has been transferred to the Fuel System Operator), or to the fixtures and/or equipment therein, by fire or other casualty (a *"Casualty"*), the Tenant shall promptly, at its cost and expense, repair, restore or rebuild the Cargo Facility to the condition existing prior to the occurrence of such Casualty (any such activity being a *"Restoration"*). Rent shall not be reduced or abated during the period of such Restoration even if the Cargo Facility is not tenantable, and the Tenant may not terminate this Lease, except as expressly provided in Section 7.4(c) of this Lease. Before the Tenant commences Restoration, the Tenant shall comply with the requirements of Article 5 of this Lease in the same manner required for the construction of the Cargo Facility or any Substantial Alterations.

(b) (i) Upon the occurrence of a Casualty with respect to the Cargo Facility, all sums arising by reason of loss under the property insurance required hereunder shall be available to the Tenant to compensate the Tenant for the cost of the Restoration; *provided* that the insurer who has issued the property insurance policy for the Cargo Facility does not deny coverage or liability to the insureds under such policy; and *provided, further,* that the Tenant is not in default of any of its covenants, agreements, obligations or liabilities under this Lease. All property

and casualty insurance proceeds shall be deposited into an escrow agreement, the terms and provisions of which shall be satisfactory to the City and the Tenant (the *"Casualty Restoration Escrow Agreement"*) with an escrow agent reasonably satisfactory to the City. The terms and provisions of the Casualty Restoration Escrow Agreement shall be consistent with the terms and provisions of this Lease and shall contain certain conditions for the disbursement of the escrowed funds established by the City (which may include provisions regarding (i) customary holdbacks of funds payable to engineering, architectural, construction and supply Contractors to assure completion of work, (ii) waivers of lien and Contractors' sworn statements, (iii) engineer's and architect's inspections and certificates, (iv) title insurance coverage, and (v) other evidence of satisfactory completion and payment for work on the Restoration and certain other retainages to assure that the Restoration will progress in an orderly manner and that there are sufficient funds to complete the Restoration). Subject to the provisions of Section 7.4(c) below, the Tenant shall deposit with the escrow agent under the Casualty Restoration Escrow Agreement, as applicable, any excess costs of the Restoration over the amount of insurance proceeds held by the escrow agent within thirty (30) days from the date of the determination of the cost of the Restoration, but in no event later than commencement of the Restoration. At all times the undisbursed balance remaining on deposit with the escrow agent under the Casualty Restoration Escrow Agreement shall be at least sufficient to pay for the cost of completion of the Restoration free and clear of liens and upon delivery of the written demand by the City to the Tenant, any deficiency shall be promptly deposited in the Casualty Restoration Escrow Agreement by the Tenant. The Tenant shall diligently pursue the repair or rebuilding of the Cargo Facility (but, subject to Force Majeure Delay, in any event within eighteen (18) months from the commencement of construction). If the Tenant does not repair or rebuild the Cargo Facility, or proceed diligently to repair or restore the Cargo Facility, and fails to cure or correct any such default after notice and expiration of applicable cure periods hereunder, all insurance proceeds shall belong to and be payable to the City, and the Tenant shall assign all such insurance proceeds to the City, and the City shall deposit such insurance proceeds into the Casualty Restoration Escrow Agreement. All work performed for the Restoration shall be performed in accordance with the procedures for the construction of Improvements set forth in Section 5.2 of this Lease. All insurance proceeds in excess of the costs of Restoration and remaining in the Casualty Restoration Escrow Agreement shall be returned to the Tenant (or the City, if such insurance proceeds have been so assigned) upon the completion of the Restoration and the final payment in full for all costs and expenses relating to the completion of the Restoration.

(ii) In the event that construction of the Cargo Facility has been financed by a Permitted Leasehold Mortgagee, and provided that such financing is in place at the time of the Casualty, the Permitted Leasehold Mortgagee shall have the right to approve the Casualty Restoration Escrow Agreement, the plans for the reconstruction of the Cargo Facility and any other construction related items; *provided* that such approval is not unreasonably withheld or delayed.

(c) If, during the last twenty-four (24) months of the Term, a Casualty occurs to any portion of the Cargo Facility, which materially affects the Tenant's or any Cargo Facility Space Tenant's occupancy of the Cargo Facility, the Tenant or the City shall have the option to terminate this Lease with respect to the Leased Premises as of the date of such Casualty by notice in writing given to the other party within thirty (30) days after the occurrence of such Casualty. If this Lease is terminated with respect to the Leased Premises upon the occurrence of a Casualty in the last twenty-four (24) months of the Term, instead of depositing the insurance proceeds in a Casualty Restoration Escrow Agreement the insurance proceeds shall be deposited into an escrow agreement (the *"Casualty Demolition Escrow Agreement"*) providing for the payment of the costs of demolishing the Cargo Facility (or any portion thereof) if the City elects to have the Cargo Facility demolished as set forth in this Section 7.4(c) below and with an escrow agent reasonably satisfactory to the City. The terms and provisions of the Casualty Demolition Escrow Agreement shall be consistent with the terms and provisions of this Lease and shall contain certain conditions for the disbursement of the escrowed funds established by the City (which may include provisions regarding (i) customary holdbacks of funds payable to the demolition contractors and subcontractors to assure completion of the demolition, (ii) waivers of lien and contractors' sworn statements, (iii) engineer's inspections with respect to the Leased Premises, (iv) title insurance coverage and (v) other evidence of satisfactory completion of payment for work on the demolition and certain other retainages to assure that the demolition will progress in an orderly manner and that there are sufficient funds to complete the demolition). The Tenant shall deposit with the escrow agent under the Casualty Demolition Escrow Agreement any excess costs of the demolition over the amount of insurance proceeds held by the escrow agent within thirty (30) days from the date of the cost of the demolition, but in no event later than the commencement of the demolition. At all times the undisbursed balance remaining on deposit in the Casualty Demolition Escrow Agreement shall be sufficient to pay for the cost of completion of the demolition free and clear of all liens and upon delivery of written demand by the City to the Tenant, any deficiency shall be promptly deposited into the Casualty Demolition Escrow Agreement by the Tenant. The amounts on deposit in the Casualty Demolition Escrow Agreement shall also be available to pay the costs of removing all debris and rubbish resulting from the demolition to a site licensed to accept such debris and rubbish. If the costs of the demolition are less than the amounts on deposit in the Casualty Demolition Escrow Agreement, all excess, unused, or unapplied proceeds (less the cost of the Casualty Demolition Escrow Agreement) shall be paid to the City promptly upon completion of the demolition and upon receipt by the City of evidence satisfactory to the City that the costs of the demolition have been paid. If the City does not elect to have the Cargo Facility, exclusive of the Fuel System, demolished, the Casualty Demolition Escrow Agreement shall provide for the insurance proceeds to be paid to the City, less the costs of the escrow agent and the Casualty Demolition Escrow Agreement.

If a Casualty occurs during the last twenty-four (24) months of the Term which does not materially affect the Tenant's operation of the Improvements, this Lease shall not be subject to termination by the Tenant and the Tenant shall repair and restore the Cargo Facility, which were damaged by such Casualty.

(d) The Permitted Leasehold Mortgagee shall have certain rights upon the occurrence of a Casualty as set forth in Section 15.28(a)(ii), including the right to participate in the settlement of any insurance proceeds and to approve the terms and provisions of the Casualty Restoration Escrow Agreement.

ARTICLE 8

AIRPORT MATTERS

Section 8.1. Rules and Regulations. The Tenant shall observe and obey and will use all reasonable efforts to cause its Tenant Representatives and invitees to comply with all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the City, county, state or federal authorities and, in particular, the Tenant agrees at all times to comply with any master security plan and procedures for the Airport as may be established by the City from time to time. In emergency cases the City shall deliver to the Tenant such emergency rules and regulations as promptly as practical.

The City shall provide the Tenant with copies of the City's current Airport rules and regulations applicable to the Tenant. Except in cases of emergency, subsequent rules and regulations promulgated by the City shall be applicable to the Tenant fifteen (15) days after notice of the adoption thereof. The Tenant will be jointly liable for any fines imposed for violation of rules and regulations by the Tenant's Representatives and those of its Contractors, guests and invitees.

Section 8.2. Other Legal Requirements. Without limiting the Tenant's obligations under the other terms and provisions of this Lease including, without limitation, Article 6 of this Lease, the Tenant covenants and agrees as follows:

(a) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct any business, and the City reserves the right to grant to others the privileges and right of conducting any or all activities at the Airport.

(b) This Lease involves the use of or access to space on, over or under real property acquired or improved under the Airport Improvement Program of the Federal Aviation Administration, and therefore involves activity which serves the public. The Tenant, for itself, and the Tenant's Representatives and their respective successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (i) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (iii) that the Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation.

(c) The Tenant agrees to furnish services in the United States in compliance with Federal law and on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; *provided,* that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 8.3. Airport Agreements. The Tenant's use and occupancy of the Leased Premises shall be and remain subject and subordinate to (a) the provisions of any existing or future agreements between the City and the United States government, the FAA or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, any grant agreements, (b) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, (c) any ordinance or indenture, or both, authorizing bond anticipation notes adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture and (d) any applicable airport minimum standards. The Tenant further agrees that it shall not cause the City to violate any assurances made by the City to the federal government in connection with the granting of such federal funds.

Section 8.4. Airport Security Improvement Act. The Tenant expressly acknowledges its responsibility to provide security at the Airport in accordance with 14 CFR Part 107, "Airport Security," as such regulations may be amended from time to time, and with all rules and regulations of the City concerning security procedures, including the Airport's approved security program. The Tenant expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 14 CFR Part 108, "Airplane Operation Security," as such regulations maybe amended from time to time, and with the rules and regulations of the City concerning security procedures, including the Airport's approved security program. This Lease is expressly subject to the Aviation Security Improvement Act of 1990(P.L. 101-604) (*"Act"*) and the Airport Security Act of 2000 (P.L. 106-528) and 49 U.S.C. Chapter 449, as may be amended from time to time and the provisions of which are hereby incorporated by reference, and all rules and regulations promulgated thereunder, including, without limitation, Sections 105, 109 and 110 of the Act. In the event that the Tenant or any of Tenant's Representatives, in the performance of this Lease, has: (i) unescorted access or regular escorted access to aircraft located on or at the Airport; (ii) unescorted access or regular escorted access to secured areas located on or at the Airport; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, the Tenant shall be subject to, and further shall conduct with respect to the Tenant's Representatives and the Contractors and the respective employees of each, such employment investigations, including criminal history record checks (including submission of fingerprints to the City), as the City, the FAA or the Transportation Security Administration (*"TSA"*) may deem necessary. All such individuals that pass the requisite employment investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the airfield or other secured areas of the airport. They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Administrator of the FAA, by the Under Secretary for Security, and by the City. Further, in the

event of any threat to civil aviation, as defined in the Airport Security Act, the Tenant shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the City. The Tenant shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City, perform under this Lease in compliance with those guidelines developed by the City and the FA A with the objective of maximum security enhancement. Any drawings, plans, and specifications (including the Plans) to be delivered by the Tenant from time to time under this Lease and pursuant to the Design Procedures, shall comply with the guidelines and requirements of the FAA which are in effect at the time of the submittal of such drawings, plans, and specifications.

All of the drawings, plans, specifications, or other documentation (including the Plans) to be delivered by the Tenant under the Design Procedures, and any other information or data, whether in hard copy or in electronic form (collectively, *"Data"*), prepared by or provided to the Tenant under this Lease are confidential. The Tenant acknowledges that such Data may contain information vital to the security of the Airport and agrees that, except as specifically authorized herein or as may be required by-law, such Data will be made available to its employees, Contractors and potential Cargo Facility Space Tenants, lenders and holders of equity interests in the Tenant, only on a need-to-know basis and must not be made available to any other individual or organization, except the Commissioner, without the written consent of the Commissioner. The Tenant is liable to the City for costs reasonably incurred by the City, the air carriers, the Federal Aviation Administration, or the Transportation Security Administration to undertake security measures required to be implemented due to the Tenant's failure to comply with this section, including without limitation the design and construction of improvements and posting of guards.

The Plans are required to be developed taking into account the need for security at the Leased Premises on a twenty-four (24) hour, seven (7) day a week basis, when the Cargo Facility becomes operational. The City shall not have any responsibility for security at the Leased Premises prior to, during, or after construction of the Cargo Facility. Exterior lighting will be required in all Plans submitted to the City. If surveillance cameras are part of the Plans for the build out of space at the Phase III Cargo Facility under any Cargo Facility Space Lease, such Cargo Facility Space Tenant shall be required to permit the City to incorporate such surveillance cameras into the City's surveillance camera system at the Airport. All Plans must also take into account facilities necessary for (i) screening cargo by aviation personnel at both projected and increased levels of cargo volume (to take into account expansion of the volume of cargo at the Cargo Facility); and (ii) screening for unauthorized personnel at the Cargo Facility. Vehicular and personnel traffic flows must also be considered when developing the Plans to ensure safe and efficient movement of cargo and personnel. All Plans must also account for higher levels of security during airport emergency situations.

Any part of the Leased Premises which are part of the Airport perimeter shall be secured so that it is adequately protected against unauthorized entry. The ability to significantly limit the immediate access to the AOA, secured areas, and areas which are used to store and stage cargo are required to be accounted for in the Plans. The Plans shall anticipate that entrances to the Cargo Facility for public use shall be separate from the employee entrances to the Cargo Facility. The Plans must account for the necessity of a staging area for the public to drop off cargo, but limiting the public's access to the Cargo Facility. The Cargo Facility must include a biometric security

system compatible with the Airport's existing biometric system. A security camera system shall be installed at the Cargo Facility and the feed from the system shall be made available to the CDA.

Section 8.5. Regulating the Airport; Airport Operation. The City reserves the right to regulate, police and further develop, improve, reconstruct, modify, or otherwise alter the Airport in the City's sole discretion. Subject to the provisions of Section 5.3(c) of this Lease, the City reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport. The City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or part.

Section 8.6. FAA Policy and Procedures Memorandum – Airport Division, Number 5190.6. The Tenant covenants and agrees to comply with those portions of the FAA's Policy and Procedures Memorandum – Airport Division, Number 5190.6 applicable to the Tenant and the Leased Premises, including, without limitation, those covenants and agreements set forth in *Exhibit M* attached hereto.

Section 8.7. Annexation. The Tenant may not request, petition for or enter into any agreement to annex the Leased Premises to any municipality other than the City of Chicago.

Section 8.8. Emergency Action Event. In the event of the occurrence of an Emergency Action Event (as defined in this Section 8.8 below), the City shall have the right to access and occupy all portions of the Leased Premises, the Cargo Facility and the other Improvements located on the Leased Premises to the extent needed by the City to mitigate the effects of the Emergency Action Event, whether or not such portions of the Leased Premises, the Cargo Facility or other Improvements are currently occupied and/or utilized by the Tenant, the Cargo Facility Space Tenants or other third parties. The City will provide prior notice to the Tenant (except in the event of Emergency Action Events where prior notice is not possible) and Base Rent or Maintenance Rent, as applicable, will abate for that portion of the Leased Premises occupied by the City during the period of occupancy. To the extent the City utilizes any portion of the Cargo Facility or any of the other Improvements as a result of an Emergency Action Event, the Tenant may submit a claim to the City for any lost rent from the Cargo Facility Space Tenants as a direct result of the City's utilization of the Cargo Facility (less any Base Rent that would have otherwise been payable hereunder to the City but which has been abated pursuant to the above provisions of this Section 8.8), and the Cargo Facility Space Tenants who are subject to eviction of their sublease-hold interest in any portion of the Improvements as a result of the City's occupancy of such Improvements under this Section 8.8 may submit a claim to the City for any lost business and inventory.

For purposes of this Section 8.8, the term *"Emergency Action Event"* shall mean severe weather, acts of war, civil strife or other similar types of events which could cause the City to utilize portions of the Leased Premises or portions of the Cargo Facility during the duration of the Emergency Action Event.

Section 8.9 Contract Requirements. Without limiting the provisions of any other Section of this Lease, Tenant shall, at its sole cost and expense, at all times observe and comply,

and shall require for all the Tenant Work that the Tenant's General Contractor, the Tenant's Architect, and all other of its consultants, contractors, and subcontractors (including, without limitation, requiring the inclusion or incorporation by reference of such requirements in all of the Tenant's contracts or agreements with the Tenant's General Contractor, the Tenant's Architect and all other such consultants, contractors, or subcontractors and the City shall be expressly identified as a third party beneficiary in the contracts thereunder) observe and comply, with all applicable federal, state, and local laws, ordinances, rules (including Airport Rules), regulations, and executive orders, now existing or hereinafter in effect (each, a "Law", and collectively, "Laws"), which are applicable to such party and its operations at the Land or the Premises; provided that if the City is able to obtain federal funding for the construction of the Taxilane NN Improvements, the Tenant shall be required to comply with the Federal Contract Requirements instead of the City requirements relating to the construction of the Taxilane NN Improvements.

a) Federal.

(i) Aviation Security, 49 USC 449 et seq.

(ii) It shall be an unlawful employment practice for the Tenant to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his/her compensation, or the terms, conditions, or privileges of his/her employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin. Additionally, the Tenant and any assignee or sublessee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no individual shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance, including but not limited to the following:

(A) Civil Rights Act of 1964, 42 USC 200 et seq.; 49 CFR Part 21; Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 USC 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Section 520 of the Airport and Airway Improvement Act of 1982.

(B) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended.

(C) Civil Rights Restoration Act of 1987 (P.L. 100-209).

(D) Age Discrimination Act of 1975 (42 USC 6101 – 6106), as amended.

(E) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended; and 49 CFR part 27.

(F) Equal Employment Opportunity Regulations 41 CFR Part 60-2.

(G) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601.

(H) Americans with Disabilities Act of 1990 (P.L. 101-336); and 41 CFR Part 60 et seq.,and 49 CFR parts 37 and 38.

(I) Air Carriers Access Act, 49 USC 41705.

(iii) Federally Assisted Contracts, 49 Code of Federal Regulations Part 26.

(iv) Uniform Federal Accessibility Guidelines for Buildings and Facilities.

(v) Occupational Safety and Health Act, 40 USC 333; 29 CFR 1926.1.

(vi) Hazard Communication Standard, 29 CFR 1926.58.

(b) State (to the extent that the below are applicable to Tenant and/or Tenant's Permitted Uses at the Phase III Leased Premises):

(i) Municipal Purchasing Act, 65 ILCS 5/8-10-1 et seq.

(ii) Illinois Environmental Protection Act, 415 ILCS 5/1.

(iii) Tax Delinquency Certification, 65 ILCS 5/11-42.1-1.

(iv) Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., regulations at 71 Ill. Adm. Code Ch. 1, Sec. 400.110.

(v) Steel Products Procurement Act, 30 ILCS 565/I et seq.

(vi) Public Construction Bond Act, 30 ILCS 550/0.01 et seq. (in form and amount and with surety acceptable to the City and The City named as co-obligee)

(vii) Prevailing Wage Act, 820 ILCS 130/0.01 22 et seq.

(viii) Mechanics Lien Act, 770 ILCS 60/23 (waiver of liens).

(ix) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.

(x) Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.

(xi) Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

(xii) Public Works Employment Discrimination Act, 775 ILCS 10/0.01.

(xiii) Illinois Public Act 85-1390 (1988 Ill. Laws 3220) (MacBride Principles).

(xiv) Veteran Preference Act, 330 ILCS 55/0.01 et seq.

(xv) Illinois Governmental Ethics Act, 5 ILCS 420/1-101.

(xvi) Public Officer Prohibited Activities Act, 50 ILCS 105/3.

(xvii) Municipal Purchasing Act for Cities of 500,000 or More Population, 65 ILCS 5/8-10-17 (pecuniary interest).

(xviii) Illinois Wage Payment and Collection Act, 820 ILCS 115/9 (deduction from wages).

(c) Municipality (to the extent the below are applicable to Tenant and/or Tenant's Permitted Uses at the Phase III Leased Premises).

(i) Section 2-92-250 of the Municipal Code of Chicago (Retainage).

(ii) Section 2-92-030 of the Municipal Code of Chicago (Performance bonds).

(iii) Section 2-92-580 of the Municipal Code of Chicago (MacBride Principles).

(iv) Section 2-160-010, et seq. of the Municipal Code of Chicago (Chicago Human Rights ordinance). Further, Tenant shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

(v) Section 2-92-420 of the Municipal Code of Chicago (Minority Owned and Women-Owned Business Enterprise Procurement Program). Tenant shall make good faith efforts and shall cause its contractors and subcontractors to utilize good faith efforts to meet participation goals for MBEs and WBEs in the design (25% for MBEs and 5% for WBEs) and construction (26% for MBEs and 6% for WBEs) of the Tenant Work, including the utilization of the City's Assist Agencies to aid in the identification of MBE and WBE certified businesses as more fully set forth in Exhibit E attached hereto.

(vi) Section 2-92-330 of the Municipal Code of Chicago (Resident and Premises Area Hiring Preferences).

(vii) Section 2-92-390 of the Municipal Code of Chicago (Affirmative Action).

(viii) Section 2-92-586 (Disability Owned and Operated Firms). Generally encourages Tenant and its contractors to use firms owned or operated by individuals with disabilities.

(ix) Section 2-92-320 of the Municipal Code of Chicago (Non Collusion, Bribery of a Public Officer or Employee). Generally, no person or business shall be awarded a contract if such person or business entity has been convicted of, or admitted guilt for, bribery or attempting to bribe a public officer or employee of the City, State of Illinois, or any agency of the federal government or any state or local government in the United States or has been convicted of, or admitted guilt for, collusion among bidders, in the previously three years.

(x) Chapter 2-56 of the Municipal Code of Chicago (Office of Inspector General). Generally, Tenant and its Associated Parties shall cooperate with the City Inspector General and Legislative Inspector General in investigations.

(xi) Chapter 2-154 of the Municipal Code of Chicago (Disclosure of Ownership Interests). Generally, Tenant and any person having equal to or greater than a 7.5% direct or indirect ownership interest in Tenant and any person, business entity or agency contracting with the City shall be required to complete appropriate disclosure documents as required by the City.

(xii) Chapter 2-156 of the Municipal Code of Chicago (Governmental Ethics Ordinance). Generally, no payment, gratuity or offer of employment shall be made in connection with any City contract, including this Lease and there are no conflicts of interest.

(xiii) Section 2-92-380 of the Municipal Code of Chicago (Set-off for fines or fees owed the City).

(xiv) Sections 2-156-111, 2-156-160, 2-156-080 and 2-164-040 of the Municipal Code of Chicago (Requires financial interest disclosure).

(xv) Section 2-92-610 of the Municipal Code of Chicago (Living Wage Ordinance) and Mayoral Executive Order 2014-1 setting the City minimum wage.

(xvi) Chapter 4-36 of the Municipal Code of Chicago (Licensing of General Contractors).

(xvii) Section 11-4-1600(e) (Environmental Warranties). Generally, the Tenant warranties and represents that to its knowledge, it, and its Associated Parties, are not in violation with certain Municipal Code provisions regarding dumping and disposal of public waste.

(xviii) Chapter 4-36 of the Municipal Code of Chicago (Licensing of General Contractors).

(xix) Section 2-156-030(b) (Prohibition on Certain Relationships with Elected Officials).

(xx) Multi Project Labor Agreement (PLA). The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/MultiProjectLaborAgreement-PLAandSignatoryUnions.pdf. To the extent that this Contract involves a project that is subject to the PLA, Tenant acknowledges familiarity with the requirements of the PLA and its applicability to any work under this Lease, and shall, or cause Tenant's General Contractor and Tenant's Architect to, comply in all respects with the PLA.

(xxi) Mayoral Executive Order 2011-4 (Prohibition on Certain Contributions): Tenant or any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Lessee's subtenants, if any, any person or entity who directly or indirectly has an ownership or beneficial interest in any subtenant, if any, of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Lessee 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 fundraising committee during (i) the bid or other solicitation process for this Lease, including while this Lease or Other Contract is executory, (ii) the Term or any Other Contract between City and Tenant, and/or (iii) any period in which an extension of this Lease or Other Contract with the City is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date the Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant 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 fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 constitutes a breach and default under this Lease, 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 Lease, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

- "Other Contract" means any agreement entered into between the Lessee and the City that (i) is formed under the authority of Municipal Code of Chicago Ch. 2-92; (ii) is for the purchase, sale or lease of real or personal property; or (iii) is for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

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

- "Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code of Chicago Ch. 2-156, as amended.

Section 8.10 No Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) to conduct any business (other than the exclusive right to use and occupy the Premises), and the City reserves the right to grant to others the privileges and right of conducting any or all activities at the Premises (other than the right to use and occupy the Premises).

Section 8.11 Reasonable Prices. Tenant agrees to furnish services in the United States in compliance with Legal Requirements and on a reasonable and not unjustly discriminatory basis to all users thereof, and to charge reasonable, and not unjustly discriminatory prices for each unit of service; provided, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions.

Section 8.12 Subordination of Lease to Agreements. Tenant's use and occupancy of the Premises shall be and remain subject to the provisions of any existing or future agreements between the City and the United States government, the FAA, or any other governmental authority with jurisdiction over the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements. Tenant shall reasonably abide by the requirements of agreements entered into between the City and the United States, and shall consent to amendments and modifications of this Lease if required by such agreements or if required as a condition of the City's entry into such agreements.

Section 8.13 SEC Rule 15c2-12. Tenant, upon the City's request, shall provide to the City such non-confidential information as the City may reasonably request in writing to comply with the City's continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time, provided, however, that Tenant may, in lieu of providing the requested information, direct the City to a Tenant or Securities and Exchange Commission website where the requested information is then currently available.

ARTICLE 9

DEFAULT AND TERMINATION

Section 9.1. Event of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(a) The failure by the Tenant to pay any Rent on the dates when due and in the amounts as required under this Lease which failure shall continue for five (5) Business Days after receipt of notice by the Tenant from the City, *provided* that the City's obligation to send notice of such failure to pay Rent when due hereunder shall be limited to the Tenant's failure to pay Rent when due twice during any twelve (12) month period and thereafter if during the same twelve (12) month period the Tenant fails to pay any Rent on the dates when due and in the amounts as required under this Lease, and such failure shall continue for five (5) Business Days after the due date, then an Event of Default shall have occurred under this Lease;

(b) The failure by the Tenant on or after the date of this Lease to perform any representation, warranty, covenant or agreement or final court order applicable to the Leased Premises required to be performed by the Tenant under this Lease (other than as covered or described elsewhere in this Section 9.1) and the failure of the Tenant to remedy such default within a period of thirty (30) days after written notice to the Tenant, or such additional time as may be reasonably necessary to remedy such default so long as the Tenant is diligently and expeditiously proceeding to cure such default; *provided, however,* that such additional time beyond thirty (30) days shall not apply to a default that creates a present danger to persons or property or materially adversely affects the City's interest in the Leased Premises or the Airport, or if the failure or default by the Tenant is one for which the City (or any official, employee or other agent) may be subject to fine or imprisonment;

(c) The failure of the Tenant to construct the Improvements or Alterations as described herein (subject to delays for Force Majeure as provided in Article 5 of this Lease) except in the event of a casualty or condemnation at the Leased Premises which causes the Tenant to discontinue the conduct of its business at the Leased Premises or causes it to abandon or vacate the Leased Premises but only for such period of time required to repair and/or restore the Leased Premises pursuant to the terms and provisions of Section 7.4 of this Lease or the applicable repair and restoration provisions of Article 11 of this Lease;

(d) If the Tenant shall suffer or permit any lien or encumbrance to attach to the Leased Premises (other than as permitted in Section 5.5(b) of this Lease) and the Tenant shall not discharge said lien or encumbrance on the date which is the earlier to occur of (i) the date which is thirty (30) days from the date the Tenant first receives written notice of the existence of said lien or encumbrance or (ii) the date which is ten (10) days prior to any scheduled sale, disposition or forfeiture relating to such lien or encumbrance;

(e) If the Tenant shall fail to carry all required insurance under this Lease and such failure continues for five (5) Business Days after written notice by the City to the Tenant;

(f) Any material misrepresentation (including by omission) made by the Tenant in this Lease or by the Tenant or any Person having more than a ten percent (10%) direct or indirect ownership interest in the Tenant in any affidavit, certification, disclosure or representation made by the Tenant or any such person relied upon by the City in execution of this Lease or in approving any request by Tenant submitted to the City in accordance with this Lease;

(g) The failure to comply with an order of a court of competent jurisdiction or proper order of a governmental agency relating to this Lease within the required time period after receipt of notice from the City of such failure and a reasonable opportunity to cure, provided that the Tenant is diligently pursuing such cure to completion;

(h) The failure to deliver the estoppel certificate required in Section 15.14 within fifteen (15) Business Days after written notice of failure to deliver within the time period required therein;

(i) Any material permit of the Tenant allowing it to do business in the City of Chicago or County of Cook has been revoked and is not reinstated within thirty (30) days of the date of such revocation after receipt of notice from the City and failure of the Tenant to cure within five (5) Business Days of receipt of notice;

(j) The filing by the Tenant of a voluntary petition in bankruptcy or if any involuntary petition in bankruptcy shall be filed against the Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within ninety (90) days from the filing thereof;

(k) On or after the date of this Lease, the admission, in writing, by the Tenant of its inability to pay its debts generally as they mature;

(l) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of the Tenant's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act on or after the date of this Lease when possession is not restored to the Tenant within sixty (60) days after such taking;

(m) The appointment of a receiver on or after the date of this Lease of all or substantially all of the Tenant's assets and the Tenant's failure to vacate such appointment within sixty (60) days of the date of such appointment; or

(n) The assignment by the Tenant on or after the date of this Lease of all or substantially all its assets for the benefit of its creditors.

Provided that the City has received the Permitted Leasehold Mortgagee's address for notice, the City agrees that when the City sends a notice of an Event of Default to the Tenant that it will simultaneously send a copy of the notice of an Event of Default to the Permitted Leasehold Mortgagee. The Tenant consents to the City's sending to the Permitted Leasehold Mortgagee a copy of notice of any Event of Default as provided herein above.

Promptly after sending notice of an Event of Default to the Tenant, the City agrees to send a copy of such notice to the Permitted Leasehold Mortgagee. The Tenant consents to the City's sending to the Permitted Leasehold Mortgagee copies of any notices of Events of Default that have been sent to the Tenant.

Section 9.2. Remedies. If an Event of Default occurs and is continuing, the City may, at the City's sole election, and without notice or demand to the Tenant, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided elsewhere herein or at law or equity:

(a) The City may terminate this Lease and the leasehold estate created hereby, in which event the City may forthwith repossess the Leased Premises and be entitled to recover forthwith as damages: (i) all of the Maintenance Rent, the Combined Rent and other Rent accrued and unpaid for the period up to and including such termination date; (ii) any other sums for which the Tenant is liable or in respect of which the Tenant has agreed to indemnify the City under any provisions of this Lease which may be then due and owing; (iii) damages for loss of the bargain and not as a penalty equal to the aggregate sum which at the time of such termination represents the difference between (A) the present value of the aggregate Combined Rent, Impositions and other Rent (as reasonably estimated by the City) which would have been payable after the termination date had this Lease not been terminated, including, without limitation, Combined Rent at the annual rate for the remainder of the Term, and (B) the present value of the then aggregate fair rental value of the Leased Premises for the balance of the Term (net of any costs of re-leasing the Leased Premises, including in such costs brokerage commissions, and other costs of preparing the Leased Premises for reletting), such present worth to be computed in each case on the basis of the discount rate from the respective dates upon which such components of Rent would have been payable hereunder had this Lease not been terminated (*provided* that it is the express intention of the City and the Tenant that upon calculating the difference between the amounts calculated in clause (A) and clause (B) above, there shall never be any obligation on the part of the City to pay any amount or other consideration to the Tenant); and (iv) any other damages in addition to the foregoing, including reasonable attorneys' fees and court costs, which the City sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent. As employed herein, the term "discount rate" shall mean the rate of interest equal to the average interest rate for United States treasury bills with a remaining term most closely approximating one-half of the remaining scheduled Term determined as of the date from and after which the present worth being computed. Upon the occurrence of an Event of Default, in the event the City elects to terminate this Lease, the City shall send written notice to the mortgagee under any Permitted Leasehold Mortgage (the "*Permitted Leasehold Mortgagee*") stating that this Lease shall terminate on a date certain (not less than ninety (90) days from the date of such notice (the "*Advance Termination Notice*")); *provided* that such notice shall be conditioned upon the City having received the contact information for the Permitted Leasehold Mortgagee.

(b) (i) The City may terminate the Tenant's right of possession and may repossess the Leased Premises by taking peaceful possession or otherwise as provided in this Section without terminating this Lease or releasing the Tenant, in whole or in part, from the Tenant's obligation to pay Rent hereunder for the full Term; and (ii) after the City takes possession of the Leased Premises without termination of this Lease, the City may relet the Leased Premises or any part thereof for the account of the Tenant for such rent, for such time, and upon such terms as shall be satisfactory to the City, and the City shall not be required to accept any tenant offered by the Tenant nor to observe any instructions given by the Tenant about such reletting. For the purpose of such reletting, the City is authorized to make any reasonably necessary repairs, alterations or additions in or to the Leased Premises. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes,

alterations and additions and the other expenses of such reletting and of the collection of the rent accruing therefrom to equal or exceed the Rent provided for in this Lease for the balance of its Term, the Tenant shall satisfy and pay such deficiency upon demand therefor;

(c) The right to specific performance, an injunction or other appropriate remedy;

(d) The right to money damages, including special and consequential damages;

(e) The right to deem the Tenant non-responsible in future procurements by the City;

(f) In case of a default described in Section 9.1(c) relating to the Tenant's obligations under Section 5.2 of this Lease (including with respect to Alterations under 5.7 of this Lease), the right to take over the construction work, at the Tenant's cost and expense. Without limiting any other rights of the City, in the event the City takes over the construction work, the City shall be entitled to exercise all rights under the collateral assignments and other security granted to or available to the City under this Lease, and sureties thereunder shall remain liable to the City upon such other security, and the proceeds thereof shall become the property of the City;

(g) The City shall have all other rights and remedies available to it at law or in equity; and

(h) If during the ninety (90) day period from the earlier of (1) the date of the City's Advance Termination Notice to the Permitted Leasehold Mortgagee of the City's election to terminate this Lease as a result of the occurrence of an Event of Default, (2) the date that this Lease is rejected or deemed rejected under Section 365 of the Bankruptcy Code or other federal or state statute permitting the Tenant or the Tenant as debtor in possession to reject this Lease, or (3) the date that this Lease is terminated pursuant to Section 9.4 of this Lease, the Permitted Leasehold Mortgagee may elect to exercise its rights under the Permitted Leasehold Mortgage if the Permitted Leasehold Mortgagee pays the costs and expenses of, or reimburses the City for the costs and expenses of, the operation, maintenance and security of the Cargo Facility (the *"Facilities Operating Costs"*) when such Facilities Operating Costs shall become due (the "*Permitted Leasehold Mortgagee's Obligations*"). So long as the Permitted Leasehold Mortgagee is performing the Permitted Leasehold Mortgagee's Obligations when due, the City will not terminate this Lease as a result of the particular Event of Default or Events of Default described in the City's Advance Termination Notice which has triggered the Permitted Leasehold Mortgagee's rights to exercise its rights under the Permitted Leasehold Mortgage.

If the Permitted Leasehold Mortgagee elects to exercise its remedies under the Permitted Leasehold Mortgage to gain possession and control of the Leased Premises, in addition to paying and performing all of the Permitted Leasehold Mortgagee's Obligations, the Permitted Leasehold Mortgagee shall pay and perform the following:

(i) Within three (3) Business Days following the ninety (90) day period described in this Section 9.2(h) above, if the Permitted Leasehold Mortgagee elects to foreclose the Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee shall pay to the City all amounts then due and owing under Article 4 of this Lease, and thereafter, the Permitted Leasehold Mortgagee shall continue to pay all amounts payable under Article 4 of this Lease (other than interest at the Default Rate) as and when the same would become due and payable had the Event of Default not occurred, subject to any applicable notice requirements or grace periods;

(ii) Following the ninety (90) day period described above in this Section 9.2(h), in addition to the payment and performance of the Permitted Leasehold Mortgagee's Obligations and the obligations in Section 9.2(h)(i) above, if the Permitted Leasehold Mortgagee elects to foreclose the Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee shall diligently perform or cause to be performed, subject to Force Majeure Delay, all obligations required to be performed by the Tenant (assuming the Tenant was not in default of its obligations hereunder) with respect to the Leased Premises under this Lease to completion (unless and to the extent, the Permitted Leasehold Mortgagee is unable to perform certain obligations because, for example, it does not have possession and control over the Leased Premises, in which event the Permitted Leasehold Mortgagee shall diligently take all action necessary to enable it to perform such obligations), including, without limitation, curing all current defaults not referred to in Section 9.2(h)(i) above, and all construction-related obligations of the Tenant under this Lease, provided that it is understood by the City that the Permitted Leasehold Mortgagee will be unable to "cure" an Event of Default that occurs under Sections 9.1(b) (with respect to ta representation or warranty personal to the Tenant), (f), (j), (k), (l), (m), and (n) above; provided, however, notwithstanding the occurrence of an Event of Default under Sections 9.1(b) (with respect to a representation or warranty personal to the Tenant), (f), (j), (k), (l), (m), and (n), the Permitted Leasehold Mortgagee will still be required to pay any Permitted Leasehold Mortgagee's Obligations and perform any) Permitted Leasehold Mortgagee's Obligations (unless performance is prevented under Section 9.2(h)(v) below) in order for the Permitted Leasehold Mortgagee to preserve its rights under Section 9.2(h)(iii) and 9.2(h)(iv) below;

(iii) Upon the completion of the Permitted Leasehold Mortgagee's exercise of its remedies under the Permitted Leasehold Mortgage, the City agrees to execute, at the request of the Permitted Leasehold Mortgagee and subject to compliance with the provisions of Section 9.2(h)(iv) below, a lease identical to this Lease (except as to provisions that the Permitted Leasehold Mortgagee and the City agree to change or add at that time) with an Approved Lessee (the "*New Lease*"). Subject to the provisions of Section 9.2(h)(iv) below for the requirement of the City's rights to approve a hereinafter defined "Applicant" as an Approved Lessee, the City hereby consents to the execution by the Approved Lessee of a mortgage to

the Permitted Leasehold Mortgagee upon the interest of the Approved Lessee in the New Lease and the Approved Lessee's leasehold interest in the Leased Premises;

(iv) Upon presenting a proposed Approved Lessee (an "*Applicant*") to the City for its approval as provided in Section 9.2(h)(iii) above, the Permitted Leasehold Mortgagee will provide the City with such information as the City may reasonably request of the Permitted Leasehold Mortgagee in order to determine whether such Applicant is acceptable to the City. The City must approve or disapprove an Applicant within sixty (60) days of receipt by the City of notice from the Permitted Leasehold Mortgagee of the name of the Applicant, along with all information regarding the Applicant (including such financial statements and other financial information) reasonably requested in writing by the City (the "*Approval Period*"). If all other conditions are satisfied, including the provisions of this Section 9.2(h)(iv), the City agrees to enter into the New Lease with the Applicant if the City determines that the Applicant (A) is financially responsible and capable of performing the obligations under the New Lease (as determined by the City in its sole discretion); (B) has completed and executed the City's standard economic disclosure statement, and such economic disclosure statement delivered to the City by the Applicant is satisfactory to the City; (C) agrees in writing to comply with all applicable rules and regulations promulgated by the City from time to time; (D) if the Applicant is controlled by the Permitted Leasehold Mortgagee, evidence satisfactory to the City that the Person who will manage the Cargo Facility on the Permitted Leasehold Mortgagee's behalf complies with the provisions of clauses (B) and (C) above; (E) the Applicant assumes in writing all obligations under the Cargo Facility Space Leases and cures any defaults of the lessor under the Cargo Facility Space Leases; (F) if the construction of the Cargo Facility or the Tenant Infrastructure Improvements have not been completed, the Applicant assumes in writing all of the construction-related contracts and provides the City with evidence that there are sufficient funds available to complete construction of the Cargo Facility and the Tenant Infrastructure Improvements in accordance with the Plans; and (G) either the Applicant or the Permitted Leasehold Mortgagee has agreed to pay the City's legal and other expenses in connection with the matters relating to the City's consideration of the Applicant and the proposed New Lease. On the effective date of the New Lease, all obligations of the Permitted Leasehold Mortgagee under this Section 9.2(h) from and after such effective date shall terminate; *provided* that the Permitted Leasehold Mortgagee shall remain liable for all of its obligations under this Section 9.2(h) that were required to be performed prior to the commencement of the New Lease. Upon request of the Permitted Leasehold Mortgagee, the City shall provide to the Permitted Leasehold Mortgagee a statement setting forth the amounts due under Section 9.2(h)(i) above. The City may not terminate this Lease prior to the Termination Date so long as the Permitted Leasehold Mortgagee is performing its obligations under Section 9.2(h) hereunder;

(v) If as a result of the Tenant's filing for protection under the Bankruptcy Code or other similar federal or state statute, the Permitted Leasehold Mortgagee is stayed from exercising its remedies against the Tenant, the City agrees

that the Permitted Leasehold Mortgagee's Obligations to exercise such remedies under this Section 9.2(h) shall be tolled until the automatic stay or other prohibition against the exercise of remedies is lifted or modified by the court or other judicial body having jurisdiction provided that the Permitted Leasehold Mortgagee continues to pay the Permitted Leasehold Mortgagee's Obligations and the other amounts payable under Sections 9.2(h)(i) and (ii) above, with appropriate deductions from such amounts due from the Permitted Leasehold Mortgagee from payments received by the City from any cash collateral paid to the City pursuant to court order or otherwise; and

(vi) If in lieu of, or prior to, issuing an Advance Termination Notice, the City elects to exercise certain other remedies under this Lease following the occurrence of an Event of Default, and following receipt of a copy of any notice of Event of Default the Permitted Leasehold Mortgagee promptly (but not more than ten (10) Business Days) agrees in writing to the City that it will pay all Permitted Leasehold Mortgagee's Obligations as described in the first paragraph of this Section 9.2(h) and that it will pay and perform all of the obligations described in Sections 9.2(h)(i) and 9.2(h)(ii) above, without reference to the 90 day period described therein, then the City will forbear from the exercise of remedies under this Lease while the Permitted Leasehold Mortgagee is paying the Permitted Leasehold Mortgagee's Obligations and is paying and/or performing its obligations under Sections 9.2(h)(i) and 9.2(h)(ii); provided that if at any time the Permitted Leasehold Mortgagee defaults in its agreement with the City under this Section 9.2(h)(vi) to pay the Permitted Leasehold Mortgagee's Obligations or to pay and/or perform its obligations under Sections 9.2(h)(i) and 9.2(h)(ii) above, the rights of the Permitted Leasehold Mortgagee under Sections 9.2 (including, without limitation, the Permitted Leasehold Mortgagee's rights under Sections 9.2(h) upon any subsequent termination of this Lease following the occurrence of an Event of Default) and 15.28 of this Lease shall automatically terminate without notice or any other action required by the City.

The City and the Tenant covenant and agree that the remedies set forth in this Lease and at law or in equity are non-exclusive and the exercise of one remedy by the City shall not prohibit or restrict the City from exercising any other remedies set forth in this Lease or at law or equity.

Section 9.3. Other Provisions.

(a) If the City exercises the remedies provided for in Sections 9.2(a) or (b) above, the Tenant shall surrender possession and vacate the Leased Premises or appropriate portion thereof immediately and deliver possession thereof to the City, and the Tenant hereby grants to the City full and free license to enter into and upon the Leased Premises and the Cargo Facility in such event and take complete and peaceful possession of the Leased Premises and the Cargo Facility, to expel or remove the Tenant and any other occupants and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry and detainer, or conversion of property

and without relinquishing the City's right to rent or any other right given to the City hereunder or by operation of law.

(b) All property removed from the Leased Premises and the Cargo Facility by the City pursuant to any provisions of this Lease or by law may be handled, removed or stored in a commercial warehouse or otherwise by the City at the risk, cost and expense of the Tenant, and the City shall in no event be responsible for the value, preservation or safekeeping thereof the Tenant shall pay the City, upon demand, any and all expenses incurred by the City in such removal and storage charges against such property so long as the same shall be in the City's possession or under the City's control. All property not removed from the Leased Premises and the Cargo Facility or retaken from storage by the Tenant within ninety (90) days after the end of the Term or termination of the Tenant's possession by virtue of Section 9.2, however terminated, shall, if the City so elects, be conclusively deemed to have been forever abandoned by the Tenant, in which case such property may be sold or otherwise disposed of by the City without further accounting to the Tenant.

(c) The Tenant shall pay all of the City's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing the Tenant's obligations under this Lease.

(d) No waiver by the City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Tenant shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions. No failure by the City to timely bill the Tenant for any rentals, fees or charges of any kind shall in any way affect or diminish the Tenant's obligation to pay said amounts. The acceptance of Rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by the Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given the City, or as an election not to proceed under the provisions of this Lease. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, except where rights and remedies are specifically limited as set forth elsewhere in this Lease.

Section 9.4. Further Right to Terminate. If the City's exercise of its remedies pursuant to Section 9.2 of this Lease shall be stayed by order of any court having jurisdiction over any proceeding described above, or by federal or state statute, or if the trustee appointed in any such proceeding, the Tenant or the Tenant as debtor-in-possession shall fail to assume Tenant's obligations under this Lease within the period prescribed therefor by law or within one hundred twenty (120) days after entry of the order for relief or as may be allowed by the court, or if said trustee, the Tenant or the Tenant as debtor-in-possession shall fail to provide adequate protection of the City's right, title and interest in and to the Leased Premises or adequate assurance of the complete and continuous future performance of the Tenant's obligations under this Lease as provided in Section 9.5 below, then the City, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, and after the expiration of any such stay, shall have the

right, at its election, to terminate this Lease on five (5) days' notice to the Tenant, the Tenant as debtor-in-possession or said trustee, and upon the expiration of said five day period this Lease shall cease and expire as aforesaid, and the Tenant, Tenant as debtor-in-possession or said trustee, as the case may be, shall immediately quit and surrender the Leased Premises as aforesaid.

Section 9.5. Adequate Protection. If an order for relief is entered or if a stay of proceeding or other acts becomes effective in favor of the Tenant or the Tenant's interest in this Lease, in any proceeding, which is commenced by or against the Tenant under the present or any future applicable federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law, the City shall be entitled to invoke any and all rights and remedies available to it under such Bankruptcy Code, statute, law or this Lease, including, without limitation, such rights and remedies as may be necessary to adequately protect the City's right, title and interest in and to the Leased Premises or any part thereof or adequately assure the complete and continuous future performance of the Tenant's obligations under this Lease. Adequate protection of the City's right, title and interest in and to the Leased Premises, and adequate assurance of the complete and continuous future performance of the Tenant's obligations under this Lease shall include, without limitation, the following requirements:

(a) That the Tenant shall duly and timely comply with all of its obligations under this Lease, including, but not limited to, the payment of Rent in accordance with the terms of this Lease;

(b) That the Tenant shall continue to use the Leased Premises in the manner required by this Lease;

(c) That the City shall be permitted to supervise the performance of the Tenant's obligations under this Lease;

(d) That the Tenant shall hire such security personnel as may be necessary to insure the adequate protection and security of the Leased Premises; and

(e) That if the Tenant's trustee, the Tenant or the Tenant as debtor-in-possession assumes this Lease and proposes to assign the same (pursuant to Title 11 U.S.C. 365, as the same may be amended) to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to the trustee, the Tenant or the Tenant as debtor-in-possession, then notice of such proposed assignment, setting forth (a) the name and address of such person or entity; (b) all of the terms and conditions of such offer; (c) all of the showings, documentation and information which any entity doing business with the City would be required to deliver; and (d) the adequate assurance to be provided the City to assure such person's or such entity's future performance under the Lease, including, without limitation, the assurances referred to in Title 11 U.S.C. 365(b)-(d) (as they may be amended), shall be given to the City by the trustee, the Tenant or the Tenant as debtor-in-possession no later than twenty (20) days after receipt by the trustee, the Tenant or the Tenant as debtor-in-possession of such offer, but in any event no later than thirty (30) days prior to the date that the trustee, the Tenant or the Tenant as debtor-in-possession shall make application to a court of competent jurisdiction for

authority and approval to enter into such assignment and assumption, and the City shall thereupon have the prior right and option, to be exercised by notice to the trustee, the Tenant or the Tenant as debtor-in-possession prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person or entity, less any brokerage commissions and other expenses which may be payable out of the consideration to be paid by such person or entity for the assignment of this Lease. No guaranty from a guarantor shall be extinguished, modified or prohibited in case the Tenant becomes the subject of or seeks relief under any federal or state bankruptcy or insolvency laws, and the Tenant shall not take a position to the contrary.

ARTICLE 10

SPECIAL RIGHTS OF THE CITY

Section 10.1. City's Reserved Rights. All rights not expressly granted to the Tenant herein are reserved by the City, including, without limitation, the following rights (which may be exercised by the City's Representatives or its licensees, contractors or designees):

(a) Rights to air or space above the level of (i) vehicles and pedestrians using the Leased Premises in parking areas and other areas not used for (or designated in the Plans as to be used for) the Cargo Facility; or (ii) the Cargo Facility as constructed. Such right shall include, without limitation, the right to construct improvements above such level and install structural supports for such improvements in, on or under the Leased Premises, after reasonable notice to the Tenant and provided the Tenant's business at the Leased Premises is not interfered with materially and unreasonably as a result of such construction, and any such supports occupy an immaterial portion of the Leased Premises; provided that it is understood that the rights granted or reserved in the City under this Section 10.1 does not include any right of the City to add structures of any nature to the roof of the Cargo Facility such rights being reserved in the Tenant; provided further that the reservation of rights in the Tenant to the roof of the Cargo Facility is subject to rules and regulations of the FAA and other federal agencies regulating the Airport;

(b) Upon notice to the Tenant, to install and maintain signs on the Leased Premises (other than on the Cargo Facility) relating to any of the following: traffic control related signage, security related signage, emergency related signage and signage mandated by the FAA;

(c) To enter the Leased Premises and perform tests and other activities as described in Sections 13.3, 13.6 and 13.7 upon reasonable advance written notice to the Tenant;

(d) To exhibit the Leased Premises at reasonable hours or for other reasonable purposes, upon the giving of reasonable notice, and to decorate, remodel, repair, alter or otherwise prepare the Leased Premises for re-occupancy at any time, (i) after the Tenant

vacates or abandons the Leased Premises, (ii) following an Event of Default or (iii) during the last eighteen (18) months of the Term;

(e) To maintain, replace, repair, alter, construct or reconstruct existing and future utility, mechanical, electrical and other systems or portions thereof on or at the Leased Premises in accordance with the Design Standards, including, without limitation, systems for the supply of heat, water, gas, fuel, electricity, and for the furnishing of sprinkler, sewerage, drainage, and telephone service, including all related lines, pipes, mains, wires, conduits and equipment. If the City is performing any such activity on the Leased Premises, the City shall provide reasonable advance notice to the Tenant. In the exercise of such rights, the City shall not unreasonably interfere with the business conducted by the Tenant in the Leased Premises, and the City shall restore the Leased Premises to its condition immediately prior to the exercise of such rights;

(f) To exercise such other rights as may be granted the City elsewhere in this Lease; and

(g) Upon the giving of reasonable notice, the Tenant shall allow the City and the City's Representatives reasonable access to the Leased Premises for the purpose of examining the same to ascertain if the Tenant is performing its obligations under the Lease, and for conducting tests and inspections for any other reason deemed reasonably necessary by the City under the Lease.

So long as an Event of Default has not occurred and is not continuing hereunder, the City will endeavor to perform any work under this Article 10 in a manner to cause the least amount of interference with the Tenant's business operations at the Leased Premises as is reasonably possible under the circumstances. All such rights in this Section 10.1 shall be exercisable without notice (except as expressly provided in this Section) and (so long as such rights are exercised in accordance with the conditions set forth above, if any, for exercise of such rights) without liability to the Tenant for damage or injury to property, person or business, and without effecting an eviction or disturbance of the Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of the Tenant's obligations under this Lease. Notices under this Section 10.1 may be given verbally to the Tenant in an emergency.

Section 10.2. City's Right to Perform Tenant's Obligation. In an emergency situation or upon occurrence of an Event of Default hereunder, the City may (but shall not be obligated so to do), and without waiving, or releasing the Tenant from any obligation of the Tenant hereunder, make any payment or perform any other act which the Tenant is obligated to make or perform under this Lease in such manner and to such extent as the City may deem desirable; and in so doing the City shall also have the right to enter upon the Leased Premises and the Improvements for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by the City, together with interest thereon at the Default Rate shall be deemed additional Rent under this Lease and shall be payable to the City upon demand as additional Rent. The City shall use reasonable efforts to give prior notice (which may be oral) of its performance, if reasonably feasible under the circumstances. The performance of any such obligation by the

City shall not constitute a waiver of the Tenant's default in failing to perform the same. Inaction of the City shall never be considered as a waiver of any right accruing to it pursuant to this Lease. The City, in making any payment hereby authorized: (a) relating to taxes, may do so according to any bill, statement, estimate or valuation of any assessing or tax collecting authority without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) 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 which may be asserted; or (c) in connection with the completion of construction of the Improvements or the repair, maintenance or reconstruction of the Leased Premises or the payment of operating costs thereof, may do so in such amounts and to such persons as the City reasonably may deem appropriate. Nothing contained herein shall be construed to require the City to advance monies for any purpose. The City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the Tenant or any other occupant of the Leased Premises or any part thereof, by reason of making repairs or the performance of any work on or at the Leased Premises or on account of bringing materials, supplies and equipment into or through the Leased Premises during the course thereof in connection with City's actions under this Section 10.2, and the obligations of the Tenant under this Lease shall not thereby be affected in any manner.

Section 10.3 Provisions of the Lease are Indivisible and Non-Severable. Each of the provisions of this Lease, including the rights to the Leased Premises, shall be and shall remain indivisible and non-severable.

ARTICLE 11

CONDEMNATION

Section 11.1. Procedure.

(a) Subject to the provisions of Section 11.8 hereof, in the event that at any time during the Term, all or a portion of the Leased Premises, or all access thereto, is taken or damaged by the exercise of power of eminent domain by any condemning authority or is conveyed to the condemning authority in lieu of such taking by the power of eminent domain (collectively, *"Condemnation Proceedings"*), then (whether or not this Lease terminates by operation of law upon the exercise of such power) the condemnation award payable to the City and the Tenant (or to the Cargo Facility Space Tenant claiming through the Tenant), for the taking of their respective interests by reason of the exercise of such power of eminent domain shall be determined by mutual agreement between the Tenant and the City within sixty (60) days of the vesting of title in condemning authority or if the Tenant and the City cannot agree on the value of their respective interests, such valuation shall be separately determined by the court having jurisdiction (and not by the jury), and separate judgments with respect to such damages to the City, the Tenant and the Cargo Facility Space Tenant, respectively, and to each of their respective interests, shall thereafter be made and entered. The City, the Tenant or the Cargo Facility Space Tenant shall make such requests and petitions to the court as are consistent with the foregoing procedure. Payment of the award shall be made as set forth in the provisions below.

(b) The Permitted Leasehold Mortgagee shall have certain rights relating to the Condemnation Proceedings as set forth in Section 15.28(a)(iii) of this Lease, including the right to participate in the settlement of any condemnation proceeds and to approve the procedures for the disbursement of any condemnation proceeds.

Section 11.2. Total Taking of Leased Premises or Cargo Facility. In the event that: (a) all of the Leased Premises or all of the Cargo Facility are permanently taken by the exercise of the power of eminent domain; or (b) under threat of condemnation, all of the Leased Premises or all of the Cargo Facility are conveyed to a condemning authority pursuant to an agreement among the City, the Tenant, and such condemning authority; or (c) a portion of the Leased Premises or the Cargo Facility is taken by eminent domain or conveyed as aforesaid under threat of condemnation and the remainder of the Leased Premises or the Cargo Facility is not capable of being restored to a condition as may be reasonably required to fulfill the intent and purpose of this Lease; or (d) all of the Leased Premises or the Cargo Facility are taken by the exercise of the power of eminent domain for occupancy by a condemning authority for a temporary period and such temporary period extends beyond the date of the termination of this Lease; this Lease shall terminate effective upon the date that the condemning authority legally acquires the right of possession to the Leased Premises. In the event of termination of this Lease as aforesaid, Base Rent, Maintenance Rent, Impositions, Percentage Rent and Proceeds Rent and any other Rent, sum or sums of money and other charge whatsoever provided in this Lease to be paid by the Tenant shall be paid by the Tenant up to the date of such termination. The amount of compensation and damages payable to the City, the Tenant, and to any affected Cargo Facility Space Tenants, respectively, and to their respective interests in and to the Leased Premises in the event of termination of this Lease as aforesaid shall be determined in accordance with the provisions of Section 11.1 hereof.

In the event of a taking of the Leased Premises or the Cargo Facility described in this Section 11.2 and the termination of the Lease as aforesaid, the entire award shall be disbursed as follows:

(a) First, to the extent there is a Permitted Leasehold Mortgage securing a loan for the Cargo Facility, for payment to the Permitted Leasehold Mortgage relating to the Leasehold Premises to pay the outstanding principal amount and interest on such Loan.

(b) Second, the City shall be paid that portion of the award which represents the value of the City's interest in the Leased Premises, including the value of the right to receive Base Rent, Maintenance Rent, Percentage Rent and Proceeds Rent.

(c) The balance of any such award shall then be paid to the Tenant or any affected Cargo Facility Space Tenants, as applicable, after first deducting the following items (i), (ii) and (iii):

(i) The amount of Base Rent, Maintenance Rent, Percentage Rent and any other amount due and owing up to the date the condemning authority legally takes possession of the Leased Premises or the Cargo Facility, which shall be paid to the City;

(ii) Proceeds Rent payable to the City as a result of the taking; and

(iii) All Impositions which under the terms of this Lease are required to be paid by the Tenant, which shall either be paid to the City to be used for the intended purpose or shall be applied directly to the payment of such Impositions.

Section 11.3. Partial Taking of the Leased Premises.

(a) In the event that less than the entire Leased Premises or access to the Leased Premises or the Tenant's leasehold interest in less than the entire Leased Premises and access to any portion of the Leased Premises is taken permanently by the exercise of the power of eminent domain, and if the remainder of the Leased Premises is capable of being restored to a condition reasonably required to fulfill the intent and purpose of this Lease as it relates to the Leased Premises (a *"Partial Taking"*), then in such event, this Lease shall not terminate but shall remain in full force and effect and the Tenant shall continue to perform and observe all of the obligations of the Tenant hereunder, including the obligations to pay Combined Rent, Maintenance Rent, Impositions, Capital Improvements and Maintenance Reserve Payments, and all other Rent, as provided herein and restore the Leased Premises to a condition required to fulfill the interest and purpose of this Lease. However, effective as of the date the condemning authority legally acquires the right of possession to such portion of the Leased Premises so taken and continuing thereafter during the remainder of the Term, the Base Rent Maintenance Rent, Impositions, and Common Area Costs payable by the Tenant during the remainder of the Term shall be adjusted solely by reducing the area of the Leased Premises used in calculating Base Rent or Maintenance Rent by that portion of the Leased Premises used in calculating Base Rent or Maintenance Rent that was taken by Condemnation Proceedings. The value of the Tenant's interest shall not include any money necessary to pay Combined Rent in the future (and any such amount allocated to the Tenant shall be paid to the City).

(b) In the event of a Partial Taking, the City and the Tenant shall cause the Net Proceeds to be deposited into an escrow agreement containing the same provisions, conditions and requirements as set forth in any Casualty Restoration Escrow Agreement described in Section 7.4 of this Lease (a *"Condemnation Restoration Escrow Agreement"*) to complete the repair, reconstruction, restoration, replacement and improvement of the Cargo Facility, whether or not such Net Proceeds are sufficient to pay for the same; and (i) the Tenant shall not be entitled to any reimbursement from the City or any abatement or diminution of its obligations hereunder by reason of any payments made by the Tenant for such purpose in excess of the Net Proceeds; and (ii) all such repairs, reconstructions, restorations, replacements and improvements shall be a part of the Cargo Facility. Prior to and during any construction at the Leased Premises by the Tenant in order to restore the Leased Premises, the Tenant must comply in all respects with the terms and provisions of Article 5 hereof. If the Net Proceeds are insufficient to complete restoration of the Leased Premises, the Tenant shall nevertheless perform such restoration at its cost, in accordance with the provisions of Article 5 of this Lease. When the restoration has been completed to the satisfaction of the City, all Net Proceeds then remaining in the Condemnation Restoration Escrow Agreement shall be applied first, to the extent there is a Permitted

Leasehold Mortgage securing a loan on the Cargo Facility, to the Permitted Leasehold Mortgagee to pay the outstanding principal amount and interest on the loan. In the event there is no outstanding loan on the Cargo Facility, the Net Proceeds shall be allocated in accordance with the provisions of Section 11.3(c) below.

(c) In the event of such a partial taking, if the City and the Tenant do not both agree that the Leased Premises and/or the Cargo Facility can be restored in accordance with Section 11.3(b) above, the Net Proceeds shall be applied first, to the extent there is a Permitted Leasehold Mortgage securing a loan on the Cargo Facility, Net Proceeds shall be paid to the Permitted Leasehold Mortgagee to pay the outstanding principal amount and interest on the loan. In the event there is no outstanding loan on the Cargo Facility, the Net Proceeds shall be paid to the City in order to pay any unpaid Combined Rent, Impositions, Maintenance Rent, Capital Improvements and Maintenance Reserve Payments, and other Rent, and then to the City that amount which represents the value of its interest in and to the Leased Premises as may have been taken as a result of such partial taking, including the right to receive Combined Rent. The Tenant and any affected Cargo Facility Space Tenant shall be entitled to receive and retain any balance remaining of such award made as a result of such partial taking.

Section 11.4. Temporary Takings of the Leased Premises. If the temporary use of the whole or any part of the Leased Premises shall be taken by Condemnation Proceedings as hereinabove referred to for a period which does not extend to the end of the Term (*"Temporary Taking Event"*) this Lease shall not terminate by reason thereof and the Tenant shall continue to pay in full the Combined Rent, Impositions, Capital Improvements and Maintenance Reserve Payments, and other Rent and other charges herein provided to be paid or assumed or reimbursed by the Tenant, and, except only to the extent that the Tenant is prevented from so doing by reason of any order of the condemning authority, the Tenant shall continue to perform and observe all of the covenants, conditions and obligations hereof which are herein provided to be observed or performed by the Tenant, all to the same extent and with the same force and effect as if such temporary use or taking had not occurred. Any award for such Temporary Taking Event, whether paid or by way of damages, rent or otherwise shall be received, held and disbursed in the following manner:

(a) An amount equal to the sum of (i) the Combined Rent for the entire period of such temporary use or taking, plus (ii) the estimated amount of the Impositions for such period (computed on the basis of the most recently ascertainable information) shall be deposited with an escrow trustee acceptable to the City and shall be from time to time applied to the payment of Combined Rent and Impositions as the same from time to time become due and payable;

(b) The amount jointly agreed upon by the City and the Tenant as the estimated amount required to be expended upon the termination of such temporary use or occupancy to restore the Leased Premises as nearly as may be reasonably possible to the condition in which same was immediately prior to such taking, shall be reserved and shall be used and available for use for such purposes (and if no agreement is reached, then the City may deduct and retain an amount reasonably estimated by the City); and

(c) The remainder shall be paid over to and become the property of the Tenant; however, the amount of any Rent or other charges then owing by the Tenant to the City under the provisions of this Lease, together with all unpaid Impositions, and the amount so deducted shall be paid to or upon the order of the City.

Section 11.5. Cargo Facility Space Tenants. If in connection with or as part of any such Condemnation Proceedings, a Cargo Facility Space Tenant shall become or be entitled to any portion of any award or payment on account of any taking provided for or referred to in this Article 11, the amount of such award or payment shall, in any computation or accounting pursuant to any of the provisions of this Article 11, be allocated to or charged against, and shall be paid out of the share or portion thereof otherwise payable to the Tenant.

Section 11.6. Taking Upon Possession. The Leased Premises or any part thereof shall be deemed to be taken by Condemnation Proceedings within the meaning of the foregoing provisions upon the transfer of possession thereof to the condemning authority; *provided, however,* any valuation of the City's or the Tenant's interests subject to compensation as provided in this Article 11 shall be as of the date of the filing of Condemnation Proceedings.

Section 11.7. No Restriction. Nothing in this Lease or the existence of this Lease shall be construed to restrict or in any way interfere with the exercise of eminent domain by the City of Chicago.

Section 11.8. Taking of the Tenant's Entire Leasehold Interest by the City. Notwithstanding any of the foregoing provisions of this Article 11 to the contrary, in the event of a taking, of all or a portion of the Tenant's leasehold interest in the Leased Premises by the City, the Tenant shall be entitled to the entire condemnation award and the Tenant shall be entitled to make a claim for an award equal to the value of the Tenant's remaining unexpired leasehold estate in the Leased Premises created by this Lease and relocation costs (without taking into account the value of the improvements constructed at the Leased Premises by the City) reduced by the Combined Rent and other Rent to be paid hereunder for the remainder of the Term, calculated in the same manner as described in Section 9.2(a)(iii) of this Lease; *provided, however*, that the Tenant shall not be entitled to claim an award or otherwise be reimbursed for any improvements constructed at the expense of the City; *provided further*, however, that if there is a Permitted Leasehold Mortgage securing a loan obtained to finance the construction and development of the Cargo Facility, the condemnation award shall be paid to the Permitted Leasehold Mortgagee to pay the outstanding principal amount and interest on such loan; and *provided further*, to the extent a Cargo Facility Space Tenant shall be entitled to any portion of any award, the Cargo Facility Space Tenant's award shall be paid from the award payable to the Tenant and shall not be in addition to the award payable to the Tenant.

ARTICLE 12

SUBLEASE AND ASSIGNMENT OF THE LEASED PREMISES

Section 12.1. General. Except for Permitted Transfers as defined in Section 4.6A above and except as otherwise set forth in this Article 12, the Tenant (including any subtenant or other occupant of the Leased Premises) shall not, without the prior written consent of the City:

(a) assign, convey, transfer, pledge, hypothecate, mortgage or encumber or subject to or permit the creation of any consensual or non-consensual lien or charge on, this Lease, or any interest in the Leased Premises created under this Lease (other than a Permitted Leasehold Mortgage); (b) assign, convey, transfer, pledge, hypothecate, mortgage or encumber or subject to or permit the creation of any consensual or non-consensual charge, any membership interests in the Tenant or in any constituent members of the Tenant or in any corporate stock, partnership interests or Beneficial Interests in any future Tenant organized as a corporation, partnership or trust, respectively, or in any constituent shareholders, partners or Beneficiaries thereof; (c) allow to exist or occur any transfer of the Leased Premises (or any part thereof), this Lease or the Tenant's interest herein by operation of law; (d) sublet the Leased Premises or any part thereof; or (e) permit the use or occupancy of the Leased Premises or any part thereof for any purpose other than a Permitted Use or by anyone other than the Tenant. The requirements of this Article 12 shall apply to any transaction or series of transactions that shall have the same effect as any of the aforementioned occurrences, and in no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of the Tenant under any bankruptcy, insolvency or reorganization proceedings. The City may withhold its consent to any of the acts described in Section 12.1(a), (b), (c), (d) or (e) above, in its sole discretion; *provided, however*, that the City agrees not to unreasonably withhold its consent to a sublease or assignment to a Related Party (as defined in Section 12.2 below) on the terms set forth in Section 12.2. Notwithstanding the provisions of Section 4.6 hereof providing for payment of Proceeds Rent, the Tenant shall not grant a leasehold mortgage encumbering the Tenant's leasehold interest in the Leased Premises, other than a Permitted Leasehold Mortgage, without the City's prior written consent, which may be withheld or conditioned in its sole discretion. The City's right to consent under this Section12.1 also applies to any future assignment, sublease or transfer of any interest in the Leased Premises following the consent by the City of any initial consent by the City of an assignment, sublease or transfer of any interest in the Leased Premises. In all events, Proceeds Rent shall be due and payable in connection with any transfers of the nature described in clauses (a), (b), (c), (d) or (e) above (except for Cargo Facility Space Leases where the rent thereunder is part of the calculation of Percentage Rent). Notwithstanding the above provisions of this Section 12.1, approval by the City of subleases that constitute Cargo Facility Space Leases is governed by Section 12.4 hereof.

It is understood and agreed by the Tenant that any request by the Tenant for the City's consent to a transfer by the Tenant to a person or entity which constitutes a transfer of all or any one of the following: (1) the entire interest of the Tenant in the Leased Premises, (2) all rights of the Tenant under this Lease, (3) all of the Tenant's interest in this Lease, or (4) the entire interest in the Tenant or in any of the constituent members of the Tenant that own, directly or indirectly, in the aggregate, sufficient membership interests, corporate stock, partnership interests or Beneficial Interests to control the Tenant, shall require the consent of City Council on behalf of the City. Any other request by the Tenant for the City's consent to a transfer by the Tenant to a person or entity and other than a transfer of the nature described in clauses (1), (2), (3) or (4) above but which is otherwise in violation of the provisions of this Section 12.1 above shall require the consent of the Commissioner of Aviation on behalf of the City.

Notwithstanding the above provisions of this Section 12.1, the constituent members of the Tenant who are individuals may be permitted to transfer membership interests in the Tenant or in

other constituent members of the Tenant to their immediate family members or to trusts for the sole benefit of their immediate family members without having to obtain the consent of the City or paying Proceeds Rent in connection with such transfer.

Section 12.2. Notice and Consent. The Tenant shall notify (a *"Notice of Subletting or Assignment"*) the City of the proposed commencement date of any assignment of this Lease or subletting of the Leased Premises or any portion thereof (other than a Cargo Facility Space Lease), and shall include the name and address of the proposed subtenant or assignee, a true and complete copy of the proposed sublease or assignment and all related documents, and a financial statement of the subtenant or assignee, disclosures and information required under Section 6.1 hereof, documentation similar to that required by Section 15.12(b)(i) through (iv) below as applicable to its form of business organization, representation and warranties under Section 14.1 below, and other information reasonably required by the City. The Tenant agrees that the withholding by the City of its consent will not be deemed "unreasonable" if: (i) the proposed assignee or subtenant is not sufficiently financially responsible, experienced or capable in the City's sole judgment to operate and use the Leased Premises and to construct and/or operate the Improvements in the manner required hereunder; (ii) the use of the Leased Premises by the proposed assignee would, in the City's judgment, adversely affect the operation of the Airport; (iii) the proposed assignee or subtenant is in default under any agreement with the City; (iv) the proposed assignee or sublessee would not provide the same employment opportunities at the Leased Premises, would not conduct aviation related business or would not generate comparable economic benefits to the City or Airport; (v) there is then in existence an Event of Default hereunder or there exists a set of circumstances which, with the giving of notice or the passage of time, will constitute an Event of Default hereunder; (vi) any of the terms or provisions of the assignment or transfer submitted to the City are not the same as given the City in the Notice of Subletting or Assignment, (vii) the proposed assignee or subtenant does not comply with the provisions of Sections 6.1 and 6.2 hereof; or (viii) if, in the City's sole judgment and discretion, the assignee or subtenant, is not capable of performing or is not sufficiently qualified to perform the Tenant's obligations under this Lease, including, without limitation, Article 13 below. The Tenant may not assign its right, title and interest under this Lease or permit an Ownership Change prior to Substantial Completion of all of the Improvements. Following approval by the City of any sublease or assignment, the Tenant shall deliver the final form of sublease or instrument of assignment to the City no later than thirty (30) days prior to the proposed commencement of the sublease or assignment. Notwithstanding the above provisions of this Section 12.2, approval by the City of subleases that constitute Cargo Facility Space Leases is governed by Section 12.4 hereof.

Notwithstanding the above provisions of this Section 12.2, Proceeds Rent shall be due and payable to the City upon any such subletting or assignment described in this Section 12.2 above.

Section 12.3. Effect of Consent. Consent by the City to any assignment or sublease of the Leased Premises hereunder shall not operate to relieve, release or discharge the Tenant making such assignment or sublease, of or from any obligations, whether past, present or future, under this Lease, and such Tenant shall continue fully liable hereunder except to the extent expressly limited in such consent. Upon any such permitted assignment, the term "Tenant" as used in this Lease shall refer to the assignee holding the leasehold estate under this Lease (except as otherwise specifically provided herein), *provided* that the assignor Tenant shall remain jointly and

severally liable for the obligations of the Tenant under this Lease. Consent by the City in any one instance shall not be deemed to be a consent to or relieve the Tenant from obtaining the City's consent to any subsequent assignment or subletting. Consent by the City shall be conditioned upon agreement by the subtenant or subtenants or assignees to comply with and be bound by all of terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and an agreement that the City shall have the right, but not the obligation, to enforce the terms and provisions of any such assignment or sublease affecting the City's interests and the Tenant shall deliver to the City within thirty (30) days after execution, an executed copy of each such sublease or assignment containing an agreement of compliance by each such subtenant and assignee. The Tenant shall pay all of the City's costs, charges and expenses, including attorney's fees, incurred in connection with any assignment or sublease requested or made by the Tenant. Notwithstanding the above provisions of this Section 12.3, approval by the City of subleases that constitute Cargo Facility Space Leases is governed by Section 12.4 hereof.

Section 12.4. Cargo Facility Space Leases.

(a) In addition to the Tenant's rights to sublease the Leased Premises pursuant to Section 12.2 of this Lease, the Tenant may sublease portions of the Cargo Facility for uses consistent with the Permitted Use to one or more subtenants (*"Cargo Facility Space Tenant"*) under a written sublease (*"Cargo Facility Space Lease"*), subject to the terms and conditions of this Section 12.4 and the other provisions of this Lease. Each Cargo Facility Space Lease shall contain the entire agreement between the Tenant and the Cargo Facility Space Tenant. A Cargo Facility Space Lease may cover substantially all of the Cargo Facility (i.e. 80% or more of the leaseable warehouse space in the Cargo Facility) (a *"Major Sublease"*), provided that the provisions of Section 12.4(e) below shall also apply.

(i) Prior to entering into the Cargo Facility Space Lease, the Tenant shall obtain the City's approval (which approval shall not be unreasonably withheld or delayed) of (A) the form and content of the Cargo Facility Space Lease to be used in connection with leasing the Cargo Facility (*"Cargo Facility Space Lease Form"*); and (B) a general leasing plan setting forth basic business terms (*i.e.*, rental rates, use and term of Cargo Facility Space Leases) and Cargo Facility Space Tenant credit requirements with respect to leasing any portion of a Cargo Facility. The Tenant shall submit a general leasing plan for the City's approval prior to offering Cargo Facility for lease and thereafter for each calendar year within which the Term falls no later than sixty (60) days before the end of the prior calendar year.

(ii) Prior to execution of the Cargo Facility Space Lease, the Tenant shall submit each Cargo Facility Space Lease to the City for its review and written approval. So long as (A) the business terms of the Cargo Facility Space Lease and the credit of the Cargo Facility Space Tenant conform to the general leasing plan approved by the City, (B) the Cargo Facility Space Lease is for a term no longer than the Term and is consistent with and does not conflict with the terms of this Lease and is substantially in the form of the Cargo Facility Space Lease Form

approved by the City, (C) the Cargo Facility Space Tenant meets the requirements of Section 6.1 and Section 6.2 of this Lease, (D) in the reasonable opinion of the City, the proposed Cargo Facility Space Tenant would not have a material adverse effect on the efficient operation of the Airport, and (E) the Cargo Facility Space Lease is an arm's length transaction and is not a lease or sublease to an Affiliate, the City may not disapprove the Cargo Facility Space Lease. The City's approval of the Cargo Facility Space Lease which does not satisfy the foregoing requirements may be withheld in the City's reasonable discretion. The Tenant shall cooperate with the City in assisting the City in determining whether the criteria in clauses (A) through (E) above have been satisfied. Before presenting a final Cargo Facility Space Lease to the City for its approval, to expedite the Cargo Facility Space Lease approval process the Tenant may submit to the City for its approval a preliminary draft of the Cargo Facility Space Lease and any evidence it has relating to compliance with clauses (A) through (E) above, and the City shall have ten (10) Business Days to respond with its approval or disapproval; in the case of any disapproval the City shall use reasonable efforts to identify specific matters to which it objects. If the City approves the preliminary draft of the Cargo Facility Space Lease, and if the final Cargo Facility Space Lease presented to the City for its approval is consistent with the preliminary draft of the Cargo Facility Space Lease and is otherwise in substantially the form of the Cargo Facility Space Lease Form, and the City has approved the conditions set forth in clauses (A) through (E) above as they relate to the Cargo Facility Space Lease, then the City shall have ten (10) Business Days after the City's receipt of the Cargo Facility Space Lease, and any other required documentation, to respond with its approval or disapproval of the Cargo Facility Space Lease. In all other cases where a specific time period is not prescribed for approval of a Cargo Facility Space Lease or conditions for approval within a prescribed time period have not been met, the City shall have twenty (20) days to respond to the Tenant's request for written approval of a final Cargo Facility Space Lease with its approval or disapproval. All Cargo Facility Space Leases submitted to the City for approval shall be marked to show additions to and deletions from the Cargo Facility Space Lease Form in order to facilitate the City's review. The City also agrees to consider for approval or disapproval proposed Cargo Facility Space Leases which are delivered by the Tenant in the order that such proposed Cargo Facility Space Leases are received by the City. If the City fails to respond to the Tenant's request for approval of any the Cargo Facility Space Lease (or summary of terms) within the prescribed time, the Cargo Facility Space Lease shall not be deemed either approved or disapproved by the City.

(iii) The Tenant may not amend a Cargo Facility Space Lease, except with the City's written approval. The Tenant may not permit or consent to an assignment of a Cargo Facility Space Lease or further subletting or assignments of interests thereunder without the City's written approval. The Tenant may not surrender or cancel a Cargo Facility Space Lease or permit termination by a Cargo Facility Space Tenant, except the Tenant may terminate a Cargo Facility Space Lease due to a default of the Cargo Facility Space Tenant. The Tenant agrees it

will not, without the City's prior written consent: transfer, assign, or grant a security interest in a Cargo Facility Space Lease (except as may otherwise be permitted under this Lease); provide for any cross-default between a Cargo Facility Space Lease and any other agreement between the Tenant and a Cargo Facility Space Tenant; permit a default by the Tenant of its obligations under a Cargo Facility Space Lease; collect rent more than one month in advance; waive, cancel, release, modify, excuse, discount, set off, compromise or discharge the tenant under the Cargo Facility Space Lease from any obligations under the Cargo Facility Space Lease; amend or extend a Cargo Facility Space Lease; or enter into any collateral agreement with the Cargo Facility Space Tenant under a Cargo Facility Space Lease which is not included in the Cargo Facility Space Lease.

(iv) Each proposed Cargo Facility Space Tenant shall, prior to its execution of a Cargo Facility Space Lease, furnish affidavits required by Sections 6.1(k) and 6.1(m) of this Lease. All Cargo Facility Space Leases shall acknowledge this Lease and contain language incorporating the terms of this Lease and subordinating the Cargo Facility Space Lease to the terms of this Lease. Cargo Facility Space Leases shall include an indemnity of the City in the form of Section 7.1 hereof. All Cargo Facility Space Leases shall require Cargo Facility Space Tenants to give notice to the City of any continuing default by the Tenant, as lessor thereunder, which would permit the Cargo Facility Space Tenant to terminate its Cargo Facility Space Lease and provide the City with the option to elect to cure any such default within a period commensurate with any cure period given to the Tenant, as lessor, under the Cargo Facility Space Leases. In addition to the foregoing, all Cargo Facility Space Leases shall prohibit Cargo Facility Space Tenants from paying rentals thereunder more than thirty (30) days in advance, shall be expressly subordinated to this Lease and terminate upon termination of this Lease except that it shall require Cargo Facility Space Tenants to attorn to and recognize the City as lessor under the Cargo Facility Space Leases, at such party's election, in the event that the Lease is terminated by the City. Unless the City otherwise elects, and except as provided in Section 12.4(a)(v) below, the Cargo Facility Space Lease shall terminate upon termination of the Lease. Each Cargo Facility Space Tenant shall agree, for the benefit of the City that, if the City succeeds to the interest of the Tenant under the Cargo Facility Space Lease or assumes the rights and obligations of the Tenant under the Cargo Facility Space Lease, then (a) the terms of the City's liability in Section 12.4(a)(v)(c) shall apply, and (b) the City shall have the right at any time, by providing written notice thereof to the Cargo Facility Space Tenant, to assign its rights, title and interest under the Cargo Facility Space Lease to a third party selected by the City, which is entitled to possession of the Leased Premises, and from and after the effective date of such assignment, the City shall no longer have any obligation or liability under the Cargo Facility Space Lease.

(v) The City, in the event that it terminates this Lease pursuant to Section 3.5 hereof or Article 9 hereof, shall recognize and not disturb the possession of the Cargo Facility Space Tenant under a Cargo Facility Space Lease approved

by the City in writing if the Cargo Facility Space Leased Premises subject to the Cargo Facility Space Lease is of an area more than ten percent (10%) of the usable space in the Cargo Facility and has a remaining term of more than two (2) years; *provided* that: (a) the Cargo Facility Space Tenant (i) recognizes the City as lessor under the Cargo Facility Space Lease and attorns to the City; and (ii) is not then in default under its Cargo Facility Space Lease; (b) at the time of such termination of this Lease the Cargo Facility Space Tenant complies with the provisions of Sections 6.1 and 6.2 hereof; (c) the City shall not be (1) liable for any act or omission of the Tenant as the landlord under the Cargo Facility Space Lease; (2) liable for the performance of the Tenant's covenants under the Cargo Facility Space Lease which arise and accrue prior to such entity succeeding to the interest of the Tenant under the Cargo Facility Space Lease or acquiring such right to possession; (3) subject to any offsets or defenses which the Cargo Facility Space Tenant may have at any time against the Tenant; (4) bound by any rent which the Cargo Facility Space Tenant may have paid previously for more than one (1) month; (5) liable for the performance of any covenant of the Tenant under a Cargo Facility Space Lease which is capable of performance only by the Tenant, and (6) liable for (i) construction or Restoration by the Tenant of any improvements to the Cargo Facility, or to the other Improvements or any other improvements on or to the Leased Premises or (ii) payment by the Tenant of any allowances for construction or other cash payments, or (iii) any provisions of a Cargo Facility Space Lease which are inconsistent with the terms of this Lease or impose additional liabilities upon the City not included in this Lease, and (d) the City's liability to the Cargo Facility Space Tenant shall be limited as provided in Sections 7.1 (c),7.1(e),7.1(f), 8.5, 13.8 and 15.13 hereof.

(vi) Once a Cargo Facility Space Lease is executed, the Tenant shall furnish the City an executed original of the Cargo Facility Space Lease. Thereafter, the Tenant shall furnish the City an executed original of any amendment to a Cargo Facility Space Lease.

(vii) Any construction of Cargo Facility Space Tenant Improvements at or in a Cargo Facility must be approved by the City pursuant to the Design Procedures in affect at the time the applicable Cargo Facility Space Lease takes effect.

(b) The Tenant shall offer for lease space in the completed Cargo Facility when space is available. The Tenant shall efficiently manage (or cause to be managed) the Cargo Facility. In that regard, the Tenant shall diligently collect rents under Cargo Facility Space Leases and pay all expenses on a timely basis, enforce performance of Cargo Facility Space Tenant's obligations under Cargo Facility Space Leases and perform all obligations of the landlord under the Cargo Facility Space Leases.

(c) As security for the Tenant's obligation to pay Combined Rent and other Rent due and payable to the City under this Lease, the Tenant does hereby assign, transfer and set over unto the City all of its right, title and interest in and to each and every Cargo

Facility Space Lease subject to any prior assignment under the Mortgage (including extensions, amendments or replacements) now or hereafter executed affecting the Leased Premises or any part thereof, as well as all of the rents or other sums of money now or hereafter due and payable thereunder, and together with any guaranties of obligations relating to the Cargo Facility Space Lease (hereinafter called *"sub-rents"*) upon condition, however, that such assignment shall become operative and effective only in the event this Lease and the term thereof or the Tenant's right to possession shall be terminated or cancelled pursuant to the terms and conditions hereof, or 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 hereof, or if an Event of Default exists. Subject to the prior assignment under the Mortgage, at the City's request, and provided an Event of Default exists, the Tenant shall direct the tenant under each Cargo Facility Space Lease to pay to the City all such sub-rents or other sums due. Notwithstanding any other provision of this Section 12.4, any subordination of the City's right to collect sub-rents shall in no way be deemed a subordination or diminution of the City's right to collect Combined Rent and any other Rent from the Tenant when due under this Lease.

(d) Within thirty (30) days after the beginning of each calendar year, the Tenant will deliver to the City a copy of the standard lease form used for the Leased Premises, a complete rent roll for the Cargo Facility, showing as of the beginning of such year the name of each Cargo Facility Space Tenant, the space occupied by the Cargo Facility Space Tenant, the rent payable by the Cargo Facility Space Tenant and the date to which such rent has been paid.

(e) The City's approval of any Major Sublease, including the subtenant and terms of the Major Sublease, shall be given or withheld in its sole discretion. Any Major Sublease shall be consistent with and on terms and conditions substantially the same as this Lease (except for rent).

(f) The City's right to consent under this Section12.4 to a Cargo Facility Space Lease also applies to any assignment of the Cargo Facility Space Lease or to a sublease or transfer of any interest in a Cargo Facility Space Lease.

Section 12.5. Changes in Ownership Interest in the Tenant. The Tenant acknowledges that the City is entering into this Lease with the Tenant based upon the information contained in its disclosure of direct and indirect ownership interests in the Tenant furnished prior to execution of this Lease or from time to time thereafter and based upon the Tenant's representations and warranties contained in Section 4.6A above. Without limiting the provisions of Section 12.1 hereof, if at any time there is a change in the direct or indirect ownership interests in the Tenant which would change the information set forth in the prior disclosure statement or would result in a breach of the Tenant's representations and warranties contained in Section 4.6A above (an *"Ownership Change"*), the Tenant shall furnish the City an updated disclosure statement. At the City's election, in addition to any rights it may otherwise have under this Article 12, upon any such change in ownership interest, the City may treat such change as an assignment of this Lease by the Tenant subject to the City's approval.

ARTICLE 13

HAZARDOUS MATERIALS AND OTHER ENVIRONMENTAL MATTERS

Section 13.1. Defined Terms.

(a) "*CCDD Facility*" shall mean a licensed facility that accepts the disposal of soils that are not deemed to be Environmentally Contaminated Soil.

(b) *"Claim"* shall mean any allegation, demand, proceeding, suit or action of any kind that is at any time threatened, served, issued, directed, initiated or made to or against the Tenant or any Tenant's Representative relating to: (i) the Leased Premises, any of the Improvements, or any actual or alleged condition, use, activity or omission on, at, of or concerning the Leased Premises or any of the Improvements, and (ii) any actual or alleged Release, any actual or alleged Hazardous Materials, or any actual or alleged violation of Environmental Law, concerning or stemming from the use or operation of the Leased Premises or any of the Improvements. A Claim includes, but is not limited to, any actions to enforce insurance, contribution or indemnification agreements.

(c) *"Environmental Assessment"* shall mean a report (including all drafts thereof) of an assessment of environmental conditions on or concerning the Leased Premises of such scope (including but not limited to the taking of soil borings and air and groundwater samples and other above and below ground testing) as may be recommended by a consulting firm acceptable to the City and made in accordance with the recommendations of such consultant.

(d) *"Environmental Damages"* shall mean all Claims, demands, liabilities (including strict liability), losses, damages, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys (whether incurred at, before or after any trial, proceeding or appeal therefor, and whether or not taxable as costs), witnesses, consultants, contractors, experts and laboratories, deposition costs and copying and telephone charges), of any and every kind or character, contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, made, incurred, suffered, brought, or imposed at any time and from time to time, whether before, on or after the Termination Date to the extent arising from one or more of the following:

(i) The presence of any Hazardous Material at the Leased Premises (other than a Pre-Existing Condition) on or before the Termination Date in violation of or requiring clean-up under any Environmental Law, or any escape, seepage, leakage, spillage, emission, Release, discharge or disposal of any Hazardous Material on or from the Leased Premises (other than a Pre-Existing Condition), or the migration or release or threatened migration or release of any Hazardous Material to, from or through the Leased Premises before, on or after the Termination Date (other than a Pre-Existing Condition); or

(ii) Any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, remediation, transport or disposal of any Hazardous Material (other than a Pre-Existing Condition) which is present at the Leased Premises; or

(iii) The breach of any representation, warranty, covenant or agreement contained in this Article 13; or

(iv) Any Claim, or the filing or imposition of any environmental lien against the Leased Premises, because of, resulting from, in connection with, or arising out of any of the matters referred to in subparagraphs (i) through (iii) of this Section 13.1(c) above; or

(v) Any diminution in value to the Leased Premises or any portion thereof or any restriction on the use of the Leased Premises resulting from the existence of any Hazardous Materials (other than a Pre-Existing Condition) at the Leased Premises;

including, but not limited to, damages or costs relating to (1) injury or damage to any person, property or natural resource occurring on or off the Leased Premises (other than from a Pre-Existing Condition); (2) the investigation or remediation of any such Hazardous Material (other than from a Pre-Existing Condition) or violation of Environmental Law, including, but not limited to, the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, monitoring or similar work required by any Environmental Law (including any of the same in connection with any foreclosure action or transfer in lieu thereof) (other than from a Pre-Existing Condition); (3) all liability to pay or indemnify any person or governmental authority for costs expended in connection with any of the foregoing; (4) the investigation and defense of any Claim, whether or not such Claim is ultimately defeated (other than from a Pre-Existing Condition); and (5) the settlement of any Claim or judgment (other than from a Pre-Existing Condition).

(e) *"Environmental Law"* shall mean any Federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, pertaining to health, safety, any Hazardous Material, or the environment (including, but not limited to, ground or air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.*; the Resource Conservation and Recovery Act (*"RCRA"*), 42 U.S.C. Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (*"CERCLA"*), as amended by the Superfund Amendments and Reauthorization Act of 1986 (*"SARA"*); the Federal Water Pollution Control Act, 33 U.S.C.

Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Code; and any other local, state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(f) "Environmentally Contaminated Soils" shall mean any soils identified during the construction of the Improvements that do not chemically meet the criteria for Clean Construction and Demolition Debris in accordance with 35 Illinois Administrative Code Part 1100 as it relates to the Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils (MAC) table provided within 35 Illinois Administrative Code Part 1100 and shall include soils that include PFAS. The term ""Environmentally Contaminated Soil" shall not include soils that become Environmentally Contaminated Soil due to the introduction to such soils of Hazardous Materials, PFAS or other contaminants by the Tenant or any of the Tenant's Contractors, affiliates, agents, representatives, employees or officers.

(g) *"Hazardous Material"* shall mean any substance, whether solid, liquid or gaseous; which is listed, defined or regulated as a "hazardous material," "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is a hazard to the environment or to the health or safety of persons.

(h) *"On"* when used with respect to the Leased Premises or any property adjacent to the Leased Premises, means "on, in, under or above."

(i) "*PFAS*" shall have the meaning of Per- and Polyfluoroalkyl Substances.

(j) *"Release"* or *"Released"* shall have the meaning set forth in CERCLA, including but not limited to any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(k) *"Response"* or *"Respond"* shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material or prevent or abate any public nuisance.

(l) *"Special Waste"* shall have the meaning set forth in 415 ILCS 5/3.475, as amended from time to time.

(m) "*Subtitle D Landfill Facility*" shall mean a facility that is licensed to accept the disposal of Environmentally Contaminated Soil.

Section 13.2. Tenant's Obligations with Respect to Environmental Matters. During the Term: (i) the Tenant shall, at its own cost and expense, comply with all Environmental Laws, provided that the costs of compliance and remediation of any Pre-Existing Conditions shall be the responsibility of the City as provided in Section 13.13 of this Lease; (ii) the Tenant shall not handle, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials or authorize any of such activities on the Leased Premises, including installation of any USTs, provided that the Tenant shall be permitted to handle cargo at the Leased Premises which contains Hazardous Materials, so long as the Tenant does so in accordance with all federal, state and local laws and regulations, including, without limitation, the federal regulations set forth in 49 CFR Parts 173 and 175 and the Illinois Hazardous Materials Transportation Act, 430 ILCS 30, *provided further*, that the Tenant shall remediate certain Pre-Existing Conditions as provided in Section 13.13 of this Lease in compliance with all applicable Environmental Laws; (iii) the Tenant shall not take, or allow, any action that would subject the Leased Premises or any of the Improvements to permit requirements under RCRA or any other Environmental Laws for storage, treatment or disposal of Hazardous Materials; (iv) the Tenant shall not dispose of, or allow the disposal of, Hazardous Materials in dumpsters provided by the City for the Tenant's disposal of ordinary refuse; (v) the Tenant shall not discharge, or allow the discharge of, Hazardous Materials into drains or sewers; (vi) the Tenant shall not conduct its operations at the Leased Premises during the Term of this Lease in such a manner so as to cause, unlawfully allow or contribute to any Release, discharge or disposal in violation of any applicable Environmental Law which is a contributing cause of the City exceeding any terms, conditions or effluent limits of any National Pollutant Discharge Elimination System ("NPDES") permit or individual storm water discharge permit issued to the City, Multi-Sector General Permit, Municipal Separate Storm Sewer System Permit, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the Metropolitan Water Reclamation District of Greater Chicago; (vii) the Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Leased Premises; (viii) the Tenant shall at its own cost and expense arrange for the lawful transportation and off-site disposal at a properly permitted facility of all Hazardous Materials that it generates or Releases, in such cases, in the event a signature as "generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, the Tenant shall ensure that either Tenant or the appropriate Cargo Facility Space Tenant or contractor shall execute and deliver such documents; (ix) the Tenant shall keep such records and obtain such permits as may be required for the Tenant's activities under Environmental Laws; and (x) the Tenant shall comply with the Airport Storm Water Pollution Prevention Plan and Spill Prevention Control and Countermeasures ("*SPCC*") Plan in effect from time to time, and where applicable, the Tenant shall develop and update its own SPCC Plan.. The Tenant shall be responsible for compliance with the requirements of this Article 13 by the Cargo Facility Space Tenants, the Tenants' Representatives and all other third parties at the Leased Premises and at the Improvements and shall create and maintain a current record of such Cargo Facility Space Tenants, Tenants' Representatives, and all other third parties operating on the Leased Premises for Response to environmental emergencies, Releases, or other permit and compliance related matters, and provide a copy of this record to the City upon the City's request.

Section 13.3. Site Assessments and Information. If any Claim is made or threatened or upon the occurrence of the Termination Date if requested by the City, the Tenant will, at its own cost and expense, deliver to the City, in each case as soon as is practicable under the circumstances,

an Environmental Assessment of the Leased Premises made after the date of the City's request. The Tenant will cooperate with each consulting firm making any such Environmental Assessment and will supply to the consulting firm, from time to time and promptly on request, all information available to the Tenant to facilitate the completion of the Environmental Assessment. The Tenant shall facilitate the City's communication with the consulting firm and, at the City's written request, require that the consulting firm to allow the City, in writing, to rely on its Environmental Assessment. Prior to the preparation of the Environmental Assessment, the Tenant shall deliver to the City, for the City's consideration and approval, a copy of the proposed agreement to prepare the Environmental Assessment from an environmental consulting firm which shall be acceptable to the City (*"Agreement to Prepare Environmental Assessment"*). If within thirty (30) days of the City's request, the Tenant fails to furnish the City a copy of a proposed Agreement to Prepare Environmental Assessment, or if the Tenant fails to furnish to the City such Environmental Assessment within the time hereinabove required, the City may cause any such Environmental Assessment to be prepared at the Tenant's sole expense and risk. The City hereby reserves the right to enter upon the Leased Premises and any of the Improvements at any time or times, upon reasonable notice (which may be written or oral) to prepare or cause to be prepared such Environmental Assessment. The City shall use reasonable efforts to coordinate access to the Leased Premises and the Improvements with the Tenant so as to minimize any disruption of the Tenant's business at the Leased Premises. The Tenant shall also cooperate in allowing and coordinating such access. The City may disclose any information the City has about the environmental condition or compliance of the Leased Premises and the Improvements to persons or entities whom the City believes would use or need the information for a governmental purpose and any person to whom the City is required to disclose such information by law (including the Freedom of Information Act or similar requirement), but the City shall be under no duty to disclose any such information except as may be required by law.

Section 13.4. Copies of Notices.

(a) During the Term, the Tenant shall promptly provide the City with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress and other written communications which are actually received by or forwarded to the Tenant during the Term from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency or any other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Release of, or the presence of, a Hazardous Material on, at, to or from the Leased Premises or any of the Improvements; (ii) the imposition of any lien on the Leased Premises or any of the Improvements; or (iii) any alleged violation of or responsibility under any Environmental Laws.

(b) During the Term, the City shall use reasonable efforts to provide the Tenant with copies of all summons, citations, directives, information inquiries or requests, notices regarding potential responsibility, notices of violation or deficiency, orders or decrees, test results, cleanup plans, reports, environmental assessments, environmental base line reports, Claims, complaints, investigations, judgments, notices of environmental liens or Response

actions in progress which are actually received by or forwarded to the Commissioner of the Department of Aviation during the Term from the United States Environmental Protection Agency, the Occupational Safety and Health Administration, Illinois Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning any Release or presence of a Hazardous Material on, to or from the Leased Premises or any of the Improvements; or, if from governmental agencies, alleging any violation of or responsibility under Environmental Laws with respect to Hazardous Materials at the Leased Premises or any of the Improvements.

Section 13.5. Tests and Reports.

(a) Without limiting the Tenant's obligations set forth in Section 13.4(a) above, during the Term, the Tenant shall deliver to the City, within ten (10) days after receipt by the Tenant (or on such earlier date to the extent that the City needs any of these materials in order to comply with a Freedom of Information Act request), any written report, notice or other written materials having an effect on or relating to the environmental condition of the Leased Premises or any of the Improvements or relating to the Tenant's compliance at the Leased Premises and at the Improvements with Environmental Laws. The Tenant shall deliver to the City written reports and summaries of any oral reports of any environmental consultants upon receipt and shall immediately advise the City in writing of any Claim, any Release of a Hazardous Material on, at, to or from the Leased Premises or at any of the Improvements or of the discovery of the existence of any Hazardous Material on or at the Leased Premises or at any of the Improvements in violation of or requiring Response under any applicable Environmental Laws, as soon as the Tenant first obtains knowledge thereof, including a full description of the nature and extent of the Claim or Hazardous Material and all relevant circumstances.

(b) In addition to the City's rights under Section 13.6 of this Lease, the Tenant agrees that at any time during the last thirty-six (36) months of the Term and after prior notice to the Tenant, that the City's Representatives and independent contractors shall be permitted to enter the Leased Premises for the purpose of performing environmental tests and assessments of the Leased Premises. The City shall endeavor to cause such environmental tests and assessments to be performed, to the extent reasonably possible, in a manner which causes the least amount of interference to the Tenant and the Tenant's business performed at the Leased Premises and at the Improvements.

Section 13.6. Access and Inspection; Structural Controls.

(a) The City shall have access to the Leased Premises, to the Improvements, and to the books and records of the Tenant relating to the Leased Premises and to the Improvements (and the books and records of any occupant of the Leased Premises or the Cargo Facility claiming by, through or under the Tenant including any Contractors and the Cargo Facility Space Tenants) for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of Hazardous Materials brought onto the Leased Premises or produced or stored thereon or in the Cargo Facility. The City shall have the right to enter the Leased Premises and any of the Cargo

Facility and conduct appropriate inspections or tests in order to determine the Tenant's compliance with Environmental Laws. The City and its agents and representatives shall have the right to take samples, including without limitation, soil, waste water and groundwater samples, in quantity sufficient for scientific analysis of all materials and substances present at the Leased Premises and at any of the Cargo Facility.

(b) The Tenant shall be responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by the Tenant or the Cargo Facility Space Tenants on the Leased Premises during the Term. Maintenance frequencies for structural controls shall be established by the Tenant in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent such failures of such controls that could result in violation of any applicable Environmental Law. The Tenant shall ensure that environmental records required to be kept by applicable law, including the O'Hare Storm Water Pollution Prevention Plan, are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained shall include, but shall not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls specifically depicted and listed on Exhibit Q to this Lease as the maintenance responsibility of the Tenant, to be delivered by the Tenant to the City within thirty (30) days of substantial completion. The Tenant shall remove and properly dispose of any waste in said designated structural controls maintained by the Tenant prior to vacating the Leased Premises. The structural controls for which the Tenant is responsible for maintaining as of the date of this Lease will be depicted and listed on Exhibit Q, to be provided to the City within thirty (30) days of substantial completion, which depiction and list may be modified by agreement of the Tenant and the City to reflect construction/commissioning or demolition/decommissioning of structural controls. To the extent any portion of a structural control identified on Exhibit Q extends outside the boundary of the Leased Premises onto City-owned property and/or Common Areas, the Tenant shall have a nonexclusive right to reasonable access and reasonable use the City-owned property and/or Common Areas encompassing and adjacent to the identified structural control, for the purposes of carrying out the Tenant's obligations and responsibilities under this section.

Section 13.7. Remediation of Hazardous Materials Released after the Effective Date.

(a) If the Tenant, any Tenant Representative, a Cargo Facility Space Tenant or any other lessee or sublessee of the Tenant (1) causes a Release of a Hazardous Material, (2) exacerbates the damage or diminution in value of the Leased Premises by disturbing, handling or moving, directly or indirectly, any Hazardous Material (whether or not the Hazardous Material is a Pre-Existing Condition), or (3) impairs any prior insulation, isolation or other prior remediation of a Hazardous Material (whether or not the Hazardous Material is a Pre-Existing Condition), the Tenant shall promptly notify the City of the Release, the exacerbation of a Hazardous Material or impairment of any prior remediation

of a Hazardous Material and the Tenant shall promptly do the following at the Tenant's sole cost and risk:

(i) Deliver to the City a remedial plan, a cost estimate and a timetable for implementation and completion of the remedial plan. The remedial plan shall require the Tenant to remediate any of the conditions described in clauses (1), (2) and (3) of Section 13.7(a) above to the extent required by Environmental Law, provided that the Tenant's remediation shall result in the Leased Premises and the Improvements being in an environmental condition satisfactory to the City. The City shall have the right to review and comment on the remedial plan proposed by the Tenant. The Tenant shall not use a risk based corrective action or institutional controls or engineered barriers in its remediation plan without the prior written consent of the City.

(ii) After approval of any remediation plan by the City as provided in Section 13.7(a)(i) above, the Tenant will promptly commence the remediation work and diligently proceed with the related remediation work until completion. After completion of any remediation work, the Tenant shall deliver to the City documentation to the City's satisfaction that all remedial actions have been taken and successfully completed and that there is no environmental contamination or risk of environmental contamination on the Leased Premises, on the Improvements, or on any adjacent property due to the acts or omissions of the Tenant or any of the Tenant's Representations or lessees or sublessees of the Tenant, or violation of Environmental Law, with respect to the Release, the exacerbation or impairment described in Section 13.7(a) above that did not exist prior to the Release, impairment or exacerbation.

(b) The City may, but shall never be obligated to, Respond to a Release of Hazardous Materials or exacerbation of a Pre-Existing Condition or impairment of a prior remediation of a Pre-Existing Condition at the Leased Premises and at the Improvements if the Tenant fails to promptly commence such Response or thereafter diligently pursue the same as may be required in Section 13.7(a) or to perform the remediation work to the reasonable satisfaction of the City. The City is entitled access to the Leased Premises and to the Improvements at any time or times, upon reasonable notice to Respond to the Hazardous Materials and shall be entitled to reimbursement from the Tenant for any remedial work performed by the City, including, without limitation, reimbursement for costs associated with investigation of the portion of the Leased Premises which is the subject of the City's remediation work, and the planning of, and preparation for, the remediation work to be performed by the City.

(c) If the City cannot identify, using commercially reasonable efforts, any of the parties causing, unlawfully allowing, contributing to, or responsible for, a Release of Hazardous Materials or exacerbation of a Pre-Existing Condition or impairment of a prior remediation of a Pre-Existing Condition at the Leased Premises or at the Improvements requiring the completion of appropriate Response actions pursuant to applicable Environmental Law, then the City shall provide reasonable advance written notice to the

Tenant of its intention to report, repair, contain, investigate, remove, correct, or remediate such Release of Hazardous Materials or exacerbation of a Pre-Existing Condition or impairment of a prior remediation of a Pre-Existing Condition. The Tenant shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide the City with information on the identity of the party or parties causing, contributing to, or responsible for such Release of Hazardous Materials or exacerbation of a Pre-Existing Condition or impairment of a prior remediation of a Pre-Existing Condition, which information shall be considered in good faith by the City and, as appropriate, shall provide a basis for the City's pursuit of any responsible parties. In addition to the above written notice, the City shall provide the Tenant with its plan to perform such actions for the Tenant's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by the City, after which the costs of such actions, if implemented by the City, shall be entitled to reimbursement from the Tenant.

Section 13.8. Environmental Indemnification. In addition to the indemnities set forth in Section 7.1 of this Lease and the other indemnities set forth in this Article 13, the Tenant hereby indemnifies and agrees to defend and hold each Indemnified Party harmless from and against (and, if and to the extent paid by an Indemnified Party, to reimburse such Indemnified Party upon demand): (i) any and all Environmental Damages due to any action or omission of the Tenant, the Tenant's Representatives, any Cargo Facility Space Tenants or any other lessee or sublessee of the Cargo Facility or the Leased Premises or any invitee of the foregoing arising, from the negligent exacerbation or impairment of any prior insulation, isolation or other remediation of any Hazardous Material existing at the Leased Premises as of the Effective Date; (ii) any and all Environmental Damages arising from the Tenant's failure to remediate the Hazardous Substances at the Leased Premises or at the Improvements in accordance with applicable Environmental Laws and this Lease; and (iii) any and all Environmental Damages resulting from any remedial environmental work performed at the Leased Premises or at the Improvements by, or at the direction of, the Tenant; *provided* that it shall not be a defense to the Tenant's indemnification obligations under this Section 13.8 that the Tenant acted in a manner that was at the direction of, or with the consent of, the City or that the City had notice and the opportunity to object to the Tenant's remedial plan but failed to do so. The indemnities under this Section 13.8 shall not apply to a particular Indemnified Party to the extent that such indemnity is void under law. The Tenant's obligations under this Article 13 shall survive the termination or expiration of this Lease, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises or any part thereof.

Section 13.9. Other Rights. If any conflict exists between the provisions of this Lease and the provisions of any other agreement between the City and the Tenant relating to access to the Leased Premises or the Improvements, Claims or Environmental Damages, the provisions of this Lease shall control. Rights under this Article 13 granted to the City shall be exercisable by the City's officers, employees, agents, licensees, contractors and designees.

Section 13.10. Concluding Environmental Walk-Through. At least sixty (60) days prior to vacating or surrendering the Leased Premises or any portion thereof for any reason, the Tenant shall provide the City with access to determine the environmental condition of the Leased Premises or that portion of the Leased Premises being vacated, and their state of compliance with the requirements of Section 13.2 hereof.. The City shall provide the Tenant with an opportunity to participate in the walk-through. If following the walk-through the City determines that the Tenant has not removed the trash, containers, tanks, structures, debris, residue, and other items, materials, and waste for which the Tenant or any Cargo Facility Space Tenants, Tenant's Representatives, or any other third parties at the Leased Premises are responsible as required by Section 13.2 hereof, the City shall communicate this in writing to the Tenant. The Tenant shall remove or correct any items to the extent not in compliance with the requirements of Section 13.2 within five (5) Business Days of receipt of said written communication, or such longer period of time as reasonably requested by the Tenant to perform the corrective action.

Section 13.11. Materials Management Including Waste Disposal.

(a) Without limiting the other provisions of this Article 13 or any other provisions of this Lease, the Tenant shall be responsible, at its sole cost, for the proper management, including, as appropriate, use, reuse, reprocessing, recycling, transportation, and/or disposal of all materials, including but not limited to all wastes, generated by the Tenant's business operations, including, but not limited to, the construction of the Improvements or any other capital improvements, or the Tenant's activities as set forth in Section 13.7 of this Lease. The Tenant shall notify the City, in advance of off-site transportation, of the identity of every off-site facility to which any of these materials will be transported and shall complete and execute any forms required by the City identifying such facilities. The Tenant shall not use or allow to be used any transporter or facility that is not properly permitted and/or otherwise properly authorized to transport or receive the subject material, or to which the City reasonably objects. In addition, any soils or soils co-mingled with construction and demolition debris facility must be tested by the Tenant, at the Tenant's sole cost and expense, for PFAS and the results must be promptly submitted to the City for review and approval by the City for such disposal at the Tenant's expense.

(b) The Tenant shall notify the City of any community meetings, media involvement or media coverage related to any environmental matters relating to this Lease.

(c) Non-compliance with the terms and conditions of Article 13 may affect the Tenant's eligibility for future contracts or leases with the City.

Section 13.12. Miscellaneous Records.

(a) At the written request of the City, the Tenant must promptly show evidence to the City of, and keep current throughout the Term, all permits of any kind and insurance certificates required by federal, state, city or other local governmental body or agency pursuant to any Environmental Law; copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents, including copies of all permits and licenses for the proposed transfer station or landfill; vehicle maintenance records; safety and accident

reports; and records, reports and permits required by the US EPA, IEPA, the Occupational Health and Safety Administration, or other governmental agencies. All such records and accounts shall be subject to review by the City and shall be made available to the City upon the prior written request of the Commissioner within ten (10) days or other shorter reasonable period requested by the Commissioner. The City's review of any such records and accounts shall in no way serve to limit the Tenant's obligations or liability under the terms and conditions of this Lease or any Environmental Law.

(b) The Tenant shall retain a schedule of all environmental compliance related permits and documents, which schedule shall incorporate all Illinois Environmental Protection Agency records retention requirements. The schedule and all related documents shall be made available by the Tenant to the City at the City's request.

Section 13.13. Existing Environmental Reports; Pre-Existing Conditions; Environmental Remediation.

(a) The Tenant acknowledges that it has previously received the reports and documents set forth in *Exhibit L* attached hereto (the *"Existing Environmental Reports"*). The findings set forth in the Existing Environmental Reports are subject to the limitations stated in the Existing Environmental Reports and the information and conclusions stated in the Existing Environmental Reports have not been verified by the City. The Tenant understands and agrees that the Existing Environmental Reports were made available for informational purposes, and that the City makes no representations or warranties regarding the accuracy or completeness of the Existing Environmental Reports or whether there is a level of contamination at the Leased Premises beyond what has been disclosed in the Existing Environmental Reports.

(b) The Tenant acknowledges that the existence of Hazardous Materials at the Leased Premises as disclosed in the Existing Environmental Reports (the levels of Hazardous Materials disclosed in the Existing Environmental Reports are herein referred to as the *"Baseline Levels"*).

(c) With respect to any Hazardous Materials that the Tenant discovers at the Leased Premises and which constitute a Pre-Existing Condition and which require remediation under applicable Environmental Law, if the City and the Tenant (and the State of Illinois, to the extent the State of Illinois is required to be notified of the existence of such Hazardous Materials under applicable Environmental Law) shall agree on an industrial standard reasonably satisfactory to the City and the Tenant (and, if applicable, the State of Illinois) under the State of Illinois Tiered Approach to Corrective Action Objectives (*"TACO"*), taking into account the intended uses of the Leased Premises and the extent to which the surface of the Leased Premises will be encapsulated by concrete upon completion of the construction of the Improvements by the Tenant (the *"Agreed Upon Industrial TACO Level"*), if required by applicable Environmental Law to do so, the City will remediate the Pre-Existing Condition to the Agreed Upon Industrial TACO Level or at the option of the City, the City shall direct the Tenant to remediate the Pre-Existing Condition to the Agreed Upon Industrial TACO Level and the City and Tenant will enter

into a reimbursement agreement for Environmental Remediation. The City will make payments to reimburse the Tenant for the remediation work performed or will reimburse the Tenant for such remediation costs through credits against Combined Rent subject to the terms and provisions of Section 4.7 of this Lease and the terms and provisions of the Environmental Remediation Reimbursement Agreement. The Tenant agrees to provide the City with written evidence reasonably acceptable to the City indicating the amounts paid by the Tenant for the costs of any agreed to remediation work. Notwithstanding the above provisions of this Section 13.13(c), the City and the Tenant agree that the City shall control all communications and negotiations with the IEPA and/or the USEPA in connection with the discovery of any Hazardous Materials described above at the Leased Premises and in connection with any remediation of the Leased Premises under this Section 13.13(c).

(d) With respect to the land on which the Tenant Infrastructure Improvements will be constructed by the Tenant (the *"Tenant Infrastructure Improvements Site"*), to the extent the Tenant discovers Hazardous Materials which require remediation under applicable Environmental Law, after consultation with the USEPA and/or the IEPA, as applicable, the City will determine, in its discretion, the most suitable method of remediation of such Hazardous Materials from the Tenant Infrastructure Improvements Site and the City will perform the remediation work. In addition, at the City's election, the Tenant will be required by the City to do any remediation work at the Tenant Infrastructure Improvements Site and the City will make payments to reimburse the Tenant for the remediation work performed or will reimburse the Tenant for such remediation costs through credits against Combined Rent subject to the terms and provisions of Section 4.7 of this Lease and the terms and provisions of the Environmental Remediation Reimbursement Agreement. The Tenant agrees to provide the City with written evidence reasonably acceptable to the City indicating the amounts paid by the Tenant for the costs of any agreed to remediation work. Notwithstanding the above provisions of this Section 13.13(d), the City and the Tenant agree that the City shall control all communications and negotiations with the IEPA and/or the USEPA in connection with the discovery of any Hazardous Materials described above at the Tenant Infrastructure Improvements Site and in connection with any remediation of the Tenant Infrastructure Improvements Site under this Section 13.13(d).

(e) In the event there is any migration of Hazardous Materials to the Leased Premises from adjacent property owned by the City which requires remediation under applicable Environmental Law, after consultation with the USEPA and/or the IEPA, as applicable, the City will remediate such Hazardous Materials to the Agreed Upon Industrial TACO Level, or, at the option of the City, the Tenant shall remediate such Hazardous Materials to the Agreed Upon Industrial TACO Level and the City will reimburse the Tenant for the work performed subject to the provisions of Section 4.7 of this Lease and the terms and conditions of the Environmental Remediation Reimbursement Agreement. Notwithstanding the above provisions of this Section 13.13(e), the City and the Tenant agree that the City shall control all communications and negotiations with the IEPA and/or the USEPA in connection with the discovery of any Hazardous Materials migrating to the Leased Premises and in connection with any remediation of the migrating Hazardous Materials.

(f) If the Tenant desires to retain an environmental engineer or consultant in connection with any environmental remediation work to be performed by the Tenant under this Section 13.13, the Tenant must first obtain the written consent of the City which consent may be conditioned upon receipt by the City of a description of the work to be performed by such environmental engineer or consultant and the fees to be charged for such work, but such consent shall not otherwise be unreasonably withheld.

(g) Prior to the performance of any environmental remediation work to be performed by the Tenant in accordance with this Section 13.13, the Tenant and the City shall agree to a budget and schedule for the completion of the environmental remediation work. The Tenant agrees to provide the City with monthly written reports describing the progress of the environmental remediation work, including whether such work is being performed in compliance with the agreed to budget and schedule. The first monthly report shall be due on the first Business Day of the second calendar month following the commencement of the environmental remediation work and thereafter shall be due on the first Business Day of each calendar month.

(h) The Tenant understands and agrees that all excess soils and soils containing Hazardous Materials will need to be disposed of by the Tenant to a facility licensed to accept such soils outside of the Airport. The City is not making available to the Tenant a location at the Airport for the stockpiling and/or disposal of any soils removed from the Leased Premises or the land underlying the Tenant Infrastructure Improvements in connection with: (i) any environmental remediation work at the Leased Premises or at the land underlying the Tenant Infrastructure Improvements; and/or (ii) the construction of the Cargo Facility or the Tenant Infrastructure Improvements.

(i) The Tenant agrees to diligently perform all environmental remediation work to be performed by the Tenant under this Section 13.13.

Section 13.14. Disposal of Excess Soils at the Phased III Leased Premises. The Tenant and the City agree as follows:

(a) During the construction of the Phase III Cargo Facility at the Phase III Leased Premises, the Tenant shall be responsible, at its sole cost and expense, to dispose of all excess soils derived from such construction that are not Environmentally Contaminated Soils at a licensed CCDD Facility or other licensed facility outside the Airport that is appropriate for accepting such materials.

(b) During the construction of the Phase III Cargo Facility at the Phase III Leased Premises, the Tenant shall be responsible, at its sole cost and expense, to dispose of all excess soils derived from such construction that are Environmentally Contaminated Soils at a licensed Subtitle D Landfill Facility outside of the Airport, subject to the reimbursement provisions set forth in Section 13.14(d) below and subject to the terms and provisions of Section 13.14(e) below. The Tenant shall promptly report to the City the unit cost of disposing of such excess soils at such licensed Subtitle D Landfill Facility at least ten (10) Business Days prior to transporting such soils for disposal.

(c) Prior to the disposal of any excess soils derived from construction of the Phase III Cargo Facility at the Phase III Leased Premises, the Tenant and the City shall develop a protocol for the Tenant and the City to identify quantities of excess soils that are Environmentally Contaminated Soils and that are not Environmentally Contaminated Soils and to determine the costs of transporting and disposing of such excess soils at the appropriate disposal sites. This protocol shall include defined criteria such as the tonnage of the excess soils that can be verified with weight tickets or other similar types of documentation.

(d) The City shall reimburse the Tenant for the cost of disposal of all excess soils derived from such construction that are Environmentally Contaminated Soils based upon an amount calculated to be the difference between (i) the costs of disposing those particular Environmentally Contaminated Soils at a licensed Subtitle D Landfill Facility outside of the Airport less (ii) the costs of disposing the same quantity of soils if they were not Environmentally Contaminated Soils at a licensed facility outside of the Airport. Within sixty (60) days of the date of this Lease, Tenant shall deliver to the City a budget for the projected cost to the City for the disposal of said Environmentally Contaminated Soils. A final estimate for the costs shall be determined thereafter upon consultation between the City and the Tenant (the "*Final City-Share Environmentally Contaminated Soil Disposal Cost Estimate*"). The City shall reimburse the Tenant for the actual and verifiable costs of said disposal, in accordance with the calculation described above, which amount shall not exceed the Final City-Share Environmentally Contaminated Soils Disposal Estimate. In the event the actual costs of the disposal shall exceed the Final City-Share Environmentally Contaminated Soils Disposal Estimate due to no fault, negligence, misconduct, or omissions of the Tenant or the Tenant's Contractor, the City and the Tenant shall meet to discuss the reasons for the increased costs and the City will act reasonably and in good faith to determine if it will increase its payments for the disposal.

(e) Prior to the disposal of any excess soils derived from the construction of the Phase III Cargo Facility at the Phase III Leased Premises to either a licensed Subtitle D Landfill Facility, a CCDD Facility, or otherwise acceptable licensed facility outside of the Airport, the Tenant shall disclose in writing to the City the identity of such facilities and shall complete and execute any forms required by the City identifying such facilities. The Tenant shall not use or allow to be used any transporter or facility that is not properly permitted and/or otherwise properly authorized to transport or receive the subject material, or to which the City reasonably objects.

(f) During construction of the Phase III Cargo Facility at the Phase III Leased Premises if the Tenant or any of the Tenant's Representatives introduce materials that would cause otherwise uncontaminated soils to become Environmentally Contaminated Soils, the Tenant shall pay the full cost of the disposal of such Environmentally Contaminated Soils to a Subtitle D Landfill Facility.

Section 13.15. Disposal of Excess Soils at the Tenant Infrastructure Improvements Site. The Tenant and the City agree as follows:

(a) During the construction of the Tenant Infrastructure Improvements, the Tenant shall dispose of all excess soils derived from such construction that are not Environmentally Contaminated Soils at a licensed CCDD Facility or other licensed facility outside the Airport that is appropriate for accepting such materials. The City shall reimburse the Tenant for the costs of disposing such soils, subject to the terms and provisions of Section 13.15(d) below. The Tenant shall promptly report to the City the unit cost of disposing of such excess soils at any such licensed facility or CCDD Facility at least ten (10) Business Days prior to transporting such soils for disposal.

(b) During the construction of the Tenant Infrastructure Improvements, the Tenant shall dispose of all excess soils derived from such construction that are Environmentally Contaminated Soils at a licensed Subtitle D Landfill Facility outside of the Airport. The City shall reimburse the Tenant for the costs of disposing such soils, subject to the terms and provisions of Section 13.15(d) below. The City will make payments to reimburse the Tenant for the costs of disposing such soils or will reimburse the Tenant for such remediation costs through credits against Combined Rent subject to the terms and provisions of Section 4.7 of this Lease. The Tenant shall promptly report to the City the unit cost of disposing of such excess soils at such licensed Subtitle D Landfill Facility at least ten (10) Business Days prior to transporting such soils for disposal.

(c) Prior to the disposal of any excess soils derived from construction of the Tenant Infrastructure Improvements, the Tenant and the City shall develop a protocol for the Tenant and the City to identify quantities of excess soils that are generated from the construction of the Tenant Infrastructure Improvements rather than the excess soils generated from the construction of the Phase III Cargo Facility and to determine the costs of transporting and disposing of such excess soils at the appropriate disposal sites. This protocol shall include defined criteria such as the tonnage of the excess soils that can be verified with weight tickets or other similar types of documentation.

(d) Prior to the disposal of any excess soils derived from the construction of the Improvements to either a licensed Subtitle D Landfill Facility, a CCDD Facility, or otherwise acceptable licensed facility outside of the Airport, the Tenant shall disclose in writing to the City the identity of such facilities and shall complete and execute any forms required by the City identifying such facilities. The Tenant shall not use or allow to be used any transporter or facility that is not properly permitted and/or otherwise properly authorized to transport or receive the subject material, or to which the City reasonably objects.

(e) During construction of the Tenant Infrastructure Improvements if the Tenant or any of the Tenant's Representatives introduce materials that would cause otherwise uncontaminated soils to become Environmentally Contaminated Soils, the Tenant shall pay the full cost of the disposal of such Environmentally Contaminated Soils to a Subtitle D Landfill Facility.

Section 13.16. Pre-Existing PFAS at the Phased III Leased Premises. With respect to any PFAS discovered at the Leased Premises after the completion of construction of the Phase III Cargo Facility and which was determined by the City to be in existence at the Phase III Leased Premises prior to the Tenant taking possession of the Phased III Premises (the "*Pre-Existing PFAS*") and which requires during the Term certain remediation under applicable Environmental Law or other applicable law, taking into account the intended uses of the Phased III Leased Premises and the extent to which the surface of the Phase III Leased Premises will be encapsulated by concrete upon completion of the construction of the Phase III Cargo Facility by the Tenant, if required by applicable Environmental Law or other applicable law to do so, the City will remediate the Pre-Existing PFAS to an agreed upon level under applicable Environmental Law or other applicable law, or at the option of the City, the City shall direct the Tenant to remediate the Pre-Existing PFAS to the agreed upon level and the City and Tenant will enter into a reimbursement agreement for such remediation. The City will make payments to reimburse the Tenant for the remediation work performed or will reimburse the Tenant for such remediation costs through credits against Combined Rent subject to the terms and provisions of Section 4.7 of this Lease and the terms and provisions of any such reimbursement agreement. The Tenant agrees to provide the City with written evidence reasonably acceptable to the City indicating the amounts paid by the Tenant for the costs of any agreed to remediation work. Notwithstanding the above provisions of this Section 13.16, the City and the Tenant agree that the City shall control all communications and negotiations with the IEPA and/or the USEPA in connection with discovery of any PFAS described above and in connection with any remediation of the Phase III Leased Premises under this Section 13.16. The City shall retain title and ownership to any soil containing pre-existing PFAS.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES OF THE TENANT

Section 14.1. Representations and Warranties by the Tenant. The Tenant represents and warrants that:

(a) The Tenant is a limited liability company that has been organized and validly exists and is in good standing under the laws of the State of Delaware and is duly qualified to do business in the State of Illinois, is not in violation of any provision of its organizational documents, has the requisite power to enter into and perform Tenant's obligations under this Lease and the Tenant Documents, and by requisite action has duly authorized the execution and delivery of this Lease and the Tenant Documents. The Tenant is in compliance with all laws, regulations, ordinances and orders of all public authorities applicable to the Tenant.

(b) This Lease and the Tenant Documents constitute valid and legally binding obligations of the Tenant, enforceable in accordance with their respective terms, except to

the extent that such enforceability may be limited by bankruptcy or insolvency or other laws affecting creditors' rights generally or by general principles of equity.

(c) Neither the execution and delivery of this Lease and the Tenant Documents, the consummation of the transactions contemplated thereby, nor the fulfillment by the Tenant of or compliance by the Tenant with the terms and conditions thereof is prevented or limited by or conflicts with or results in a breach of, or default under the terms, conditions or provisions of any contractual or other restriction on the Tenant, evidence of its indebtedness or agreement or instrument of whatever nature to which the Tenant is now a party or by which it is bound, or constitutes a default under any of the foregoing. No event has occurred and no condition exists that, upon the execution and delivery of this Lease or any Tenant Documents, constitutes an Event of Default hereunder or an event of default thereunder or, but for the lapse of time or the giving of notice, or both, would constitute an Event of Default hereunder or an event of default thereunder, or a violation of any contractual or other restriction on the Tenant.

(d) There is no action, suit or proceeding pending or, to the knowledge of the Tenant, threatened against the Tenant before any federal, state municipal or other governmental court, administrative agency, department, commission, bureau or arbitration board that may materially and adversely affect the ability of the Tenant to perform its obligations under this Lease or the Tenant Documents and all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or the Tenant Documents and in connection with the performance of the Tenant's obligations hereunder or thereunder have been obtained.

(e) The execution, delivery and performance of this Lease and the Tenant Documents and any other instrument delivered by the Tenant pursuant to the terms hereof or thereof are within the powers of the Tenant and have been duly authorized and approved by the Tenant and are not in contravention of law or of the Tenant's organizational documents, as amended to date, or of any undertaking or agreement to which the Tenant is a party or by which it is bound.

(f) The Tenant Infrastructure Improvements will be constructed and operated in compliance with all applicable federal, State and local laws and ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality. The Cargo Facility will be constructed and operated in compliance with all applicable federal, state and local laws and ordinances (including rules and regulations) relating to zoning, building safety and environmental quality.

(g) The Tenant has obtained, or shall obtain as required, all necessary approvals from any and all governmental agencies requisite to the construction of the Improvements.

(h) This Lease is a valid and subsisting lease of the Leased Premises, and is in full force and effect in accordance with the terms thereof and has not been modified or amended, except as stated herein; all of the Combined Rent, Maintenance Rent, other Rent and other charges payable under this Lease to the date of execution of this Lease have been

paid; all of the material terms, conditions and agreements contained in this Lease have been performed, and no default exists under this Lease; and the Tenant has no knowledge of the occurrence of any event that, but for the passage of time or the giving of notice, or both, would constitute a default under this Lease.

(i) To the knowledge of the members of the Tenant executing this Lease, no officer or official of the City has any interest (financial, employment or other) in the Tenant or the transactions contemplated by this Lease.

(j) All federal, state and local law tax returns to be filed by the Tenant have been filed with appropriate governmental agencies and all taxes due and payable by the Tenant have been paid when due.

(k) No information, certification or report that has been or will be submitted to the City by the Tenant (or on behalf of the Tenant) contains any material misstatement of fact or omits to state a material fact necessary to make the information not misleading.

(l) (i) There are no material claims or demands pending against, or to the knowledge of the Tenant threatened against, the Tenant or any of the Tenant's assets, (ii) the Tenant is not in breach or default of any obligation to pay money that would affect the Tenant's liability to perform its obligations hereunder, and (iii) no event (including specifically the Tenant's execution and delivery of this Lease) has occurred that would affect any of the Tenant's ability to perform its obligations hereunder, and that, with or without the lapse of time or action by a third party, would constitute or could constitute a material breach or material default under any document evidencing or securing any obligation to pay money or under any other contract or agreement to which the Tenant is a party.

(m) No consent or approval of any governmental or regulatory authority or agency having jurisdiction over the Tenant not already obtained is necessary or required by law as a prerequisite to the execution and delivery of this Lease or the performance of the terms and provisions of this Lease.

(n) The Tenant is financially able and competent to perform as required under this Lease.

(o) All certifications, affidavits, information and disclosures heretofore made or given by the Tenant or its partners or their officers, directors and shareholders to the City in connection with this Lease have been completed in accordance with all laws, are true and correct in all material respects; and that such representation and warranty shall be deemed to be remade by the Tenant as to any future certifications, affidavits, information or disclosures at the time they are made or given.

(p) The Tenant has not filed a voluntary petition in bankruptcy under any federal or state bankruptcy or insolvency act and none is contemplated. The Tenant has not made an assignment of its assets for the benefit of its creditors and none is

contemplated. There has not been filed against the Tenant an involuntary petition in bankruptcy under any federal or state bankruptcy act and the Tenant has not been threatened with, and is not aware of, such a petition. The Tenant is not subject to proceedings brought against it under any federal or state reorganization act and the Tenant is not aware that any such proceedings are contemplated. A receiver has not been appointed to take possession or control of any or all of the Tenant's assets and the Tenant is not aware that such an appointment is contemplated.

(q) No payment, gratuity or offer of employment shall be made in connection with this Lease, by or on behalf of a subcontractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. The Tenant further agrees to comply with Chapter 2-156 of the Municipal Code of Chicago and acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code of Chicago is voidable as to the City.

ARTICLE 15

SPECIAL PROVISIONS

Section 15.1. Notices and Consents. All consents and approvals shall be in writing (except as otherwise provided herein). All notices and other communications in connection with this Lease shall be in writing and be sent personally, by registered or certified mail, by nationally recognized overnight courier service or by facsimile transmission with an original copy of such notice sent the same day as the facsimile transmission by nationally recognized overnight courier service, addressed as follows:

(a) To the City to the attention of the following:

City of Chicago
Office of Chief Financial Officer
Room 700
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

with copies to:

City of Chicago
Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Commissioner of Department of Aviation

and:

City of Chicago
Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner of Real Estate

and

City of Chicago
Department of Law
30 North LaSalle Street
Suite 1400
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel, Aviation, Environmental, Regulatory and Contracts Division
Facsimile No.: 312-742-3832

(b) To the Tenant:

Aero Chicago, LLC
201 West Street, Suite 200
Annapolis, Maryland 21401
Attention: General Counsel
Facsimile No.: 410-280-0100

And

Chico & Nunes, P.C.
333 West Wacker Drive, #1420
Chicago, Illinois 60606
Attention: Marcus J. Nunes
Facsimile No.: 312-463-1001

or such other persons or addresses as either party may designate from time to time by notice to the other, and shall be deemed given (a) upon receipt (or upon being rejected or returned as undeliverable) in the event of notices under Sections 9.1 and 9.2 above; (b) when delivered personally; or (c) three (3) days after mailing.

Section 15.2. Severability. This Lease is intended by the City and the Tenant to be an indivisible and non-severable agreement. However, if any provision of this Lease shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision

or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Lease shall not affect the remaining portions of this Lease or any part thereof.

Section 15.3. General Interpretation. Any headings of this Lease are for convenience of reference only and do not define or limit the provisions thereof. In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Lease. All Section references, unless otherwise expressly indicated, are to sections in this Lease. Words importing persons shall include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words importing gender shall be deemed and construed to include correlative words of other genders. Words importing the singular number shall include the plural and vice versa, unless the context otherwise indicates. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.

Section 15.4. Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 12.1 above, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 15.5. Choice of Law. This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 15.6. Counterparts. This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 15.7. Submission to Jurisdiction, Subpoena. The Tenant hereby irrevocably submits to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease. Service of process on the City may be made, either by registered or certified mail addressed as provided for in Section 15.1 of this Lease, or by personal delivery on the Commissioner. Service of process on the Tenant may be made either by registered or certified mail, addressed as provided for in Section 15.1 of this Lease, or by delivery to the Tenant's registered agent for service of process in the State of Illinois. If the Tenant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any documents which may be in its possession by reason of this Lease, the Tenant shall immediately give notice to the Corporation Counsel. The City may contest such process by any means available to it before such records or documents are submitted to a court or other third party, *provided; however,* that the Tenant shall not be obligated to withhold such 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.

Section 15.8. No Partnership, Joint Venture or Third Party Benefit. By entering into this Lease, the City shall in no way be deemed a partner or joint venturer with the Tenant, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.

Section 15.9. No Brokers. The City and the Tenant each represents and warrants to the other that it has dealt with no broker, finder or agent with respect to this Lease.

Section 15.10. City's Approval, Commissioner Authority. Whenever the City's approval or consent is required under this Lease, the City may withhold its approval or consent in its sole discretion, except to the extent otherwise expressly provided herein. Wherever this Lease provides that an act is to be taken or performed or approval or consent given by the City, unless provided for to the contrary in the specific provision of this Lease at issue, such act may be taken or performed or approval or consent may be given by the Commissioner without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either: (1) an extension of the Term, (2) a change in the Rent as provided in Article 4, (3) expansion of the Leased Premises, or (4) transfers of the nature described in clauses (1), (2), (3) and (4) of Section 12.1 above.

Section 15.11. Incorporation of Exhibits. *Exhibits A* through *P* attached hereto are incorporated herein as if set forth fully at each reference to any Exhibit herein.

Section 15.12. Authority to Execute Lease.

(a) *City.* Execution of this Lease by the City is authorized by the Ordinance.

(b) *Tenant.* The Tenant shall, upon the execution and delivery of this Lease by the Tenant, deliver to the City the following documents:

(i) the Tenant's Managing Member Certificate whereby the Tenant warrants that the Tenant is a duly authorized and existing limited liability company, duly qualified to do business in the State of Illinois, that the Tenant has full right and authority to enter into this Lease and that each and all of the persons signing on behalf of the Tenant are authorized to do so;

(ii) Certificates of Good Standing issued by the State of Illinois and the state of organization of the Tenant and bearing a current date;

(iii) Certified copies of resolutions or by-laws authorizing the Tenant's executed and delivery of this Lease and performance of Tenant's obligations under this Lease and a written opinion of the Tenant's counsel addressed to the City that the execution and delivery of this Lease is properly authorized; and

(iv) Disclosure Affidavit required under Article 6 of this Lease.

Section 15.13. Limitation of Liability. No official, agent, contractor, employee, officer or trustee of the City or other City's Representative shall have any liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Leased Premises in the event of breach or default by the City of any of its obligations under this Lease. The Tenant (and any person claiming by or through the Tenant) shall look solely to legally available Airport discretionary funds unless otherwise paid from insurance

proceeds from time to time for enforcement of any liability of the City under this Lease, and not any other funds or assets of the City whatsoever.

Section 15.14. Estoppel Certificates.

(a) The Tenant agrees that from time to time upon not less than thirty (30) days' prior request by the City, the Tenant will execute an estoppel certificate certifying as to matters concerning the status of this Lease and the parties' performance hereunder, including, but not limited to, the following matters: that this Lease is unmodified and in full force and effect (or if modified, identifying the modifications); the date to which Combined Rent, Maintenance Rent, any other Rent and other charges have been paid and the amount of the most recent Rent paid; that the City is not in default under any provision of this Lease (or the nature of such default, in detail); that the Tenant is in occupancy and paying Rent on a current basis with no offsets or claims; and the amount of Combined Rent and Maintenance Rent payable under the Lease.

(b) The City agrees that from time to time upon not less than thirty (30) days prior written request by the Permitted Leasehold Mortgagee or the Tenant (on behalf of itself or any prospective assignee of the Tenant's interest in this Lease or any prospective Permitted Leasehold Mortgagee), the City will execute an estoppel certificate certifying to the following matters: that this Lease is unmodified and in full force and effect (or if modified, identifying the modifications); the date to which any Combined Rent, Maintenance Rent, other Rent and other charges have been paid and the amount of the most recent Rent paid; that the City has sent notice to the Tenant of the occurrence of any Event of Default or that the City has not sent notice to the Tenant of the occurrence of any Event of Default that has not been addressed by the Tenant to the satisfaction of the City (or if a pending notice of Event of Default has been sent to the Tenant by the City, the date of such notice and a brief description of the notice of the pending Event of Default); and the amount of Combined Rent and Maintenance Rent payable under this Lease.

Section 15.15. City Smoking Policy. The Tenant shall comply with the provisions of laws, ordinances and regulations, as amended from time to time, prohibiting or restricting smoking at the Leased Premises.

Section 15.16. Time of the Essence. Time is of the essence with respect to this Lease.

Section 15.17. No Sales Tax Exemption. Neither the Tenant nor any Contractor of the Tenant shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City of Chicago's ownership of fee title, if applicable, to the Leased Premises or any portion of the Leased Premises.

Section 15.18. Entire Agreement. This Lease constitutes the entire agreement of the parties as to the subject matter of this Lease, and may not be modified or supplemented except by a written instrument signed by the party against whom enforcement of the change is sought. The City has made no representation or warranties to, or agreements with, the Tenant that are not set forth in this Lease.

Section 15.19. Memorandum of Lease. On or after the Commencement Date, the City and the Tenant agree to execute and deliver a memorandum of lease (the *"Memorandum of Lease"*) in the form attached hereto as *Exhibit G*, which the parties shall record in the Office of the Recorder of Deeds of Cook County, Illinois with the actual out-of-pocket cost of the recording of the Memorandum of Lease to be paid by the Tenant. To the extent that changes are made to this Lease with respect to the term or other material matters set forth in the recorded Memorandum of Lease, the City and the Tenant agree to execute, deliver and record an amendment to the recorded Memorandum of Lease reflecting such changes. The City and the Tenant agree not to record this Lease. Upon expiration or termination of this Lease or the Tenant's possession hereunder, or within thirty (30) days thereafter, the Tenant agrees to promptly execute and deliver to the City a quit claim deed in recordable form or other release or other instrument reasonably required by the City or its title insurer to evidence such expiration or termination. The City and the Tenant agree to execute, deliver and record an amendment to the recorded Memorandum of Lease within thirty (30) days reflecting any reduction in the area of the Leased Premises or a termination of the Memorandum of Lease.

Section 15.20. Exercise by the City of Governmental Functions. Nothing contained in this Lease shall (a) impair the right of the City in the exercise of its governmental functions including, without limitation, the right to require the Tenant to pay any tax or inspection fees or to produce necessary permits or licenses, or (b) be deemed to be the grant of any franchise, license, permit or consent to the Tenant to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

Section 15.21. Survival of Certain Provisions. The Tenant agrees that, notwithstanding the termination of this Lease for any reason, including as a result of an Event of Default hereunder or at the end of the Term, the Tenant's obligations under Sections 3.2, 3.4, 4.8(a), 7.1 and 13.8 hereof shall remain in full force and effect.

Section 15.22. Closed Circuit Television Feeds. For purposes of airport security at the Airport, after the Commencement Date the Tenant shall make available to the City all closed circuit television feeds that monitor the Leased Premises immediately when such closed circuit television is available to the Tenant.

Section 15.23. Compliance with this Lease by Third Parties. The Tenant shall be responsible for compliance with the terms and provisions of this Lease by all of the Tenant's Representatives and all of the Tenant's successors, assigns, lessees and sublessees (including Cargo Facility Space Tenants), whether or not the City has approved the Tenant's successors, assigns, lessees and sublessees (including Cargo Facility Space Tenants).

Section 15.24. Sales of Materials to Contractors for Incorporation into City-Owned Real Estate. The City acknowledges that the Improvements are affixed to real estate owned by the City. Accordingly, the City agrees that it will furnish written confirmation of factual matters with respect to its ownership of the Improvements to the Tenant or to any applicable taxing authority at the reasonable request of the Tenant in connection with any application of the Tenant for an exemption from retailers' occupation tax for all purchases of building materials to be incorporated into the Improvements, use tax and all similar taxes for which such an exemption is appropriate.

Section 15.25. Right of Access to the Cargo Facility. The Tenant agrees that the City and its duly authorized agents shall have the right at reasonable times during normal business hours and, except in the event of emergencies, upon not less than one Business Day's prior notice, subject to the Tenant's usual safety and security requirements, to enter upon the Leased Premises (a) to examine and inspect the Cargo Facility without interference or prejudice to the Tenant's operations; (b) to monitor the acquisition, construction and installation as may be reasonably necessary; (c) to examine all files, records, books and other materials in the Tenant's possession pertaining to the acquisition, installation or maintenance of the Cargo Facility; (d) after any applicable notice and cure rights, to perform such work in and about the Cargo Facility made necessary by reason of the Tenant's default under any of the provisions of this Lease and upon the occurrence and continuance of an Event of Default, to exhibit the Cargo Facility to prospective purchasers, lessees or trustees.

Section 15.26. Integrated Lease.

(a) The Tenant agrees that this Lease is a fully integrated lease agreement, and that the Tenant hereby waives any and all defenses and claims that any portions of this Lease are severable for purposes of diminishing, reducing, recharacterizing or terminating any of the Tenant's obligations under this Lease for any purpose.

(b) The City and Tenant agree that none of the arrangements evidenced by the Tenant Documents is intended to result in the creation of a partnership or other joint venture between the City and the Tenant.

(c) The City and Tenant agree that this Lease constitutes a true lease from the City to the Tenant for purposes of financial reporting, federal and all state and local income and transfer taxes, and bankruptcy (including the substantive law upon which bankruptcy proceedings are based) purposes.

(d) The City and Tenant agree that the City is the owner of the Leased Premises for tax purposes, commencing upon execution and delivery of this Lease, and the Tenant agrees to file tax returns and reports and take such other actions as are consistent with such characterizations.

(e) All Rent payable hereunder shall be treated as payments of rent for the use of the Leased Premises during the Term of this Lease.

(f) The Tenant acknowledges and agrees that the City has not made any representations or warranties concerning the tax, accounting or legal characterizations of the Tenant Documents or any aspect of the transaction and that Tenant has obtained and relied upon such tax, accounting and legal advice concerning the Tenant Documents and the transaction as the Tenant deems appropriate.

(g) The City and the Tenant intend that the City shall be the owner of the Leased Premises for all tax purposes, commencing upon the execution and delivery of this Lease, and the City and the Tenant agree to file such tax returns and reports and take such other

actions as are consistent with such characterization unless and until an applicable taxing authority requires otherwise.

Section 15.27. Job Training. The Tenant agrees, as additional consideration under this Lease, to cooperate with the City in the City's efforts to implement a job training and work force development program for the training of skilled workers for employment in the aviation industry. The Tenant understands and agrees that this job training initiative may be based on the campus of one or more colleges located in the in the City of Chicago.

Section 15.28. Rights of Permitted Leasehold Mortgagee.

(a) If the Tenant elects to finance the Improvements and/or the Tenant Infrastructure Improvements, any Permitted Leasehold Mortgagee, in addition to its rights under Sections 9.2(a) and 9.2(h) and so long as the Permitted Leasehold Mortgagee is in compliance with its covenants and agreements which may arise from time to time under this Lease, such Permitted Leasehold Mortgagee shall have the following additional rights while the financing provided by such Permitted Leasehold Mortgagee remains in effect:

(i) Without the prior written consent of the Permitted Leasehold Mortgagee, the City and the Tenant agree not to amend this Lease. In addition, the City and the Tenant agree not to terminate this Lease or to offer or accept a surrender of the Leasehold Premises, except following an Event of Default (subject to Sections 9.2(a) and 9.2(h) of this Lease and the rights of the Permitted Leasehold Mortgagee to notice and cure set forth in this Lease);

(ii) Upon the occurrence of a Casualty as described in Section 7.4 of this Lease, the Permitted Leasehold Mortgagee shall have the right to participate in the settlement of any insurance proceeds due and owing under insurance policies in effect for the Improvements and to approve the Casualty Restoration Escrow Agreement, which approval shall not be unreasonably withheld or delayed;

(iii) Upon the commencement of Condemnation Proceedings (as described in Section 11.1 of this Lease), the Permitted Leasehold Mortgagee shall have the right to participate in the Condemnation Proceedings, in any settlement discussions relating thereto, and in the disbursement of any condemnation proceeds payable to the Tenant. To the extent there are any excess condemnation proceeds after the restoration of the Leased Premises and/or the Improvements or in the event that the Leased Premises and/or Improvements are not restored, all such excess condemnation proceeds or unused condemnation proceeds shall be paid first to the Permitted Leasehold Mortgagee to be applied to the indebtedness.

(iv) The Permitted Leasehold Mortgagee shall have the right to request an estoppel certificate from the City pursuant to Section 15.14 of this Lease.

Section 15.29. Force Majeure Delays. To the extent certain time periods or deadlines set forth in this Lease for the Tenant to perform certain covenants or obligations are subject to potential

Force Majeure Delays, such time periods shall be, subject to the provisions of this Section 15.29 below, extended for the duration of the Force Majeure Delay (on a day for day basis) unless a lesser period of time is reasonably needed to complete the performance of such covenant or obligation. In order to qualify for any Force Majeure Delay the Tenant shall first notify the City in writing not more than fifteen (15) days from the time that the Tenant, in good faith, first becomes aware that a potential Force Majeure Delay is likely to occur or has occurred and with such notice shall deliver to the City any written evidence relied upon by the Tenant to conclude that a Force Majeure Delay has occurred or is likely to occur. To be effective, the Commissioner must agree to the Force Majeure Delay (including its duration) which consent shall not be unreasonably withheld.

Section 15.30. Amendment to Phase I Lease. The Tenant and the City agree to enter into an amendment to the Phase I Lease in form and substance satisfactory to the Tenant and the City as a condition precedent to the execution and delivery of this Lease (the "Phase I Lease Amendment"). The Tenant shall be responsible for delivering to the City at the time that the Phase I Lease Amendment is executed and delivered by the Tenant and the City, the consent from the Permitted Leasehold Mortgagee to the Phase I Lease Amendment required by Section 15.28(a)(i) above, which consent shall be in form and substance satisfactory to the City.

ARTICLE 16

BOND FINANCING

Section 16.1 Bonds.

(a) The Tenant may pay certain of the costs of acquiring, constructing, installing and equipping the Improvements with the proceeds of the City's special facilities airport revenue bonds (the *"Bonds"*). At the request of the Tenant, the City agrees to issue the Bonds to pay for costs of acquiring, constructing, installing and equipping the Improvements. The City agrees to cooperate with the Tenant in the Tenant's efforts to obtain financing other than the issuance of special facility bonds by the City, such election to be made by the Tenant in its sole discretion and with notice to the City thereof. Nothing contained in this Section 16.1 shall require the City to incur any out-of-pocket expenses, incur any other liabilities that it has not expressly agreed to incur in its discretion, and nothing in this Section 16.1 shall be deemed to be a waiver of the City to obtain, where required, any necessary approvals from the separate governmental authorities within the City, including, without limitation, the City Council of Chicago.

(b) The issuance of the Bonds by the City, the making available the proceeds thereof by the City to Tenant pursuant to the Loan Agreement between the City and Tenant (the *"Loan Agreement")* and the incurrence by Tenant, of any obligations currently set forth in the Loan Agreement to pay principal, interest and premium owing with respect to the Bonds or under or in connection therewith either to the holders of the

Bonds or as reimbursement to any national banking association, bank, trust company or other financial institution issuing a letter of credit or similar credit enhancement to secure the Bonds shall be collectively referred to herein as the "Bond Related Indebtedness." The term "Indenture" means Indenture of Trust securing the Bonds. The term "Trustee" means any Person accepting the trust and serving as Trustee under the Indenture.

(c) Bond Related Indebtedness shall not be deemed to constitute Debt, Financing or a Sale under this Lease.

(d) The renewal, extension or replacement of any letter of credit securing the Bonds, or any renewal, extension or replacement thereof or any refunding or reissuance of the Bonds, including without limitation the execution and delivery by Tenant or any affiliate of the Tenant of a reimbursement agreement or similar financing agreement with the issuer of such letter of credit or similar credit enhancement instrument securing the Bonds issued by the City to finance the Improvements or any amendment, supplement or restatement of the Indenture, shall not be deemed to constitute a new "Financing" under the Lease if: (i) the outstanding principal amount of the Bonds is not increased in connection therewith, (ii) the Bonds remain outstanding under the Indenture, as amended, supplemented, or restated by City, and (iii) interest on the Bonds is excludable from gross income of the holders thereof.

(e) The City hereby acknowledges that no assignment of the financing commitment is required by the City under Section 5.2(e) of this Lease in case of issuance of Bonds.

Section 16.2. Loan Agreement. The Loan Agreement shall not be deemed to amend or supersede the terms of the Lease. If, in order to comply with its obligations under the Loan Agreement, Tenant is obligated to take an action at variance with the terms of the Lease, Tenant may not take such action unless it either redeems the Bonds or first obtains the City's consent in writing to such action. The City may condition its consent on receiving indemnification and security satisfactory to the City in its sole discretion. The Tenant may also not require the City to take actions at variance with the terms of this Lease under the Loan Agreement. The foregoing does not limit the City's obligations to bondholders under the Indenture. A breach or default by the City of its obligations under the Loan Agreement or the Indenture shall not be deemed a breach or default of its obligations under the Lease.

Section 16.3 Obligations Relating to the Lease. Subject to the written approval of the City, the provisions of the Indenture shall be controlling as to any rights of the holders of the Bonds and the Trustee under the Bonds relating to this Lease, and as to any varying rights of Tenant or the City.

Section 16.4 Tenant Acknowledgment. The Tenant acknowledges the rights of the Trustee under the Indenture in the event of default by Tenant.

Section 16.5 Default. A default by the Tenant under the Bonds and failure to cure said default within any applicable cure period shall constitute an Event of Default under this Lease.

Section 16.6 Gross Revenue. With respect to certain definitions as applied to Bond Related Indebtedness, for any Lease Year, the term "Gross Revenue" shall not include interest earned during such Lease Year on proceeds of the Bonds pending disbursement to pay costs of construction of the Improvements.

Section 16.7. Fee to City for Issuance of Bonds. The Tenant covenants and agrees that it will pay to the City a fee for the issuance of the Bonds equal to one quarter of one percent (0.25%) of the principal amount of the Bonds on the date of issuance of such Bonds.

IN WITNESS WHEREOF, the City has caused this Lease to be executed on its behalf by the Mayor of the City of Chicago and attested by the City Clerk of the City of Chicago, pursuant to due authorization of the City Council, and the Tenant has caused this instrument to be executed on its behalf by its _____.

CITY OF CHICAGO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Corporate Seal)

EXECUTION OF THIS LEASE BY THE CITY OF CHICAGO IS RECOMMENDED BY THE COMMISSIONER OF THE CHICAGO DEPARTMENT OF AVIATION

By: _____
Commissioner of the Chicago
Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By: _____
Chief Assistant Corporation Counsel

Illinois agent for service of process:

Name: CT Corporation System
Address: 208 South LaSalle Street
Suite 814
Chicago, Illinois 60604

AERO CHICAGO II, LLC, a Delaware limited liability company

By: RAL CAC, LLC
Its Managing Member

By:_____
Name: _____
Title: President

EXHIBIT A-1
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)
LEGAL DESCRIPTION OF PHASE III LEASED PREMISES

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF ROSEMONT O'HARE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2006 AS DOCUMENT 0628327021 , SAID POINT BEING ALSO THE INTERSECTION OF THE SOUTHERLY LINE OF THE JANE ADDAMS TOLLWAY (I-90) WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, 263.07 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 59 SECONDS EAST, 2,764.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 173.78 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS EAST, 745.68 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 51 SECONDS WEST, 1.58 FEET TO A POINT ON A 48.42 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY 75.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 55 MINUTES 11 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 68.43 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 1,468.37 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 30 SECONDS EAST, 1.59 FEET TO A POINT ON A 141.58 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 102.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40 DEGREES 28 MINUTES 08 SECONDS; THE CHORD OF SAID CURVE BEARS SOUTH 60 DEGREES 25 MINUTES 46 SECONDS WEST, 100.23 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 0.55 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 222.17 FEET; THENCE NORTH 50 DEGREES 47 MINUTES 24 SECONDS WEST, 486.49 FEET; THENCE SOUTH 39 DEGREES 12 MINUTES 36 SECONDS WEST, 602.67 FEET TO A POINT ON AN 84.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY 131.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 05 DEGREES 47 MINUTES 24 SECONDS EAST, 118.79 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 24 SECONDS EAST 359.89 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY 60.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 52 MINUTES 57 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 60 DEGREES 43 MINUTES 53 SECONDS EAST, 60.42 FEET; THENCE NORTH 39 DEGREES 12 MINUTES 20 SECONDS EAST, 26.50 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST, 10.35 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 186.85 FEET; THENCE NORTH 39 DEGREES 12 MINUTES 36 SECONDS EAST, 672.21 FEET TO THE POINT OF BEGINNING.

PHASE III PERMITTED EXCEPTIONS

1. General real estate taxes for the year 2020 and subsequent years.

2. Covenants and restrictions relating to maintenance, use and improvements thereon contained in the Document recorded March 22, 1946 as Document No. 13747964.

3. Unrecorded perpetual utility easement 15 feet in width, for construction and operation of a 90" water transmission main, valves, controls, attachments or appurtenances thereto, under, over, across, in and upon land under control of the Secretary of the Air Force at the location shown in red on Exhibit "A" attached thereto and such additional right-of-way, as temporarily needed for maintenance and repair purposes not to exceed fifty (50) feet, in favor of Northwest Suburban Municipal Joint Water Agency, an Illinois municipal corporation, as grantee, dated February 27, 1984, from the United States of America, acting by and through the Secretary of the United States Department of the Air Force, as grantor. The referenced utility easement is designated by the United States Army Corps of Engineers, Louisville District, as Department of the Air Force Easement No. DACA27-2-84-14.

4. Unrecorded Easement for the right of way for the purpose of repairing, replacing and maintaining a government – owned sewer line located on the O'Hare International Airport Military Reservation Adjacent Building Number 6, in favor of the City of Chicago (a Municipal Corporation) as grantee, dated December 15, 1964, from the United States of America acting by and through the Secretary of the United States Department of the Air Force, as grantor, designated by the United States Army Corps of Engineers, Louisville District, as Department of the Air Force Easement No. DA-11-032-ENG-12484.

5. Rights of Peoples Gas Light and Coke Company in and to the land shown on the Atlas Page attached to their letter dated December 26, 1996 signed by J. P. Lamb, Senior ROW Engineer.

6. Unrecorded Easement to utilize jointly with permitter, a portion of Chicago - O'Hare International Airport, Chicago, Illinois, for purposes of ingress and egress, as shown outlined in red on Exhibit A, attached thereto and made a part thereof, to the U. S. Army Reserve Center in favor of the U. S. Army Reserve as grantee, dated March 11, 1971, as amended from time to time, from the Department of the Air Force, acting by and through the Acting Chief, Real Estate Division, Omaha District, Corps of Engineers as grantor, designated by the United States Army Corps of Engineers, Louisville District, as Department of the Air Force Easement No. DACA45-4-71-6107.

(Affects all of Gabreski Road lying between Higgins Road and Johnson Street; that part of Johnson Street from the easterly line of Gabreski Road to the centerline of the entrance road to said Army Reserve Center; thence northerly 15 feet, more or less, along said entrance road to the south boundary of said Army Reserve Center; thence northerly 15 feet, more or less, along said

entrance road to the south boundary of said Army Reserve Center in the southeast ¼ of Section 32, Township 41 North, Range 12 East of the 3rd Principal Meridian in Cook County, Illinois.

7. Unrecorded easement in favor of Cook County, Illinois, as grantee, dated April 12, 1946, from the Secretary of War, under and by virtue of the authority vested in him by Section 6 of the Act of Congress approved July 5, 1884 (23 Stat. 104), as grantor, granting permission to extend a road across portions of the Chicago Aircraft Assembly Plant, Bensonville, Illinois as shown in red on Exhibit A, attached thereto and made a part thereof, designated by the United States Army Corps of Engineers, Louisville District, as Department of the Air Force Easement No. DA-11-032-ENG-6121.

8. (1) Apparent unrecorded easements for utility facilities as shown on Plat of Survey made by National Survey Service, Inc., Number N-120050-C Utilities dated January 27, 1997.

(2) Unrecorded easements for sewer and water facilities not noted at number (1) above.

9. Easement granted in quit claim deed from the United States of America to the City of Chicago recorded May 5, 1977 as Document 23913973 granting to the City a right of entry to transport a supply of fuel to a utility plant on government owned land adjacent to O'Hare International Airport.

10. Agreement to terminate outstanding interests and rights made and entered into as of July 31, 1999 and recorded July 30, 1999 as Document 99726323 made by and between the United States Government, acting by and through The Department of the Air Force ("Government"), and City of Chicago, a municipal corporation and the home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("City").

11. Agreement to terminate and release right of U.S. Government to use O'Hare International Airport made and entered into as of July 31, 1999 and recorded July 30, 1999 as Document 99726324 made by and between the United States Government, acting by and through The Department of the Air Force ("Government"), and City of Chicago, a municipal corporation and the home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("City").

12. Agreement regarding termination of Airfield Lease dated entered into as of July 31, 1999 and recorded July 30, 1999 as Document 99726325 made by and between the United States Government, acting by and through The Department of the Air Force ("Government"), and City of Chicago, a municipal corporation and the home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("City").

13. Terms and conditions contained in that certain Offer to Purchase Agreement, made between the United States Government, acting by and through The Department of the Air Force ("Government"), as seller, and City of Chicago, a municipal corporation and the home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively,

of the 1970 Constitution of the State of Illinois ("City") as purchaser, dated October 30, 1996, as amended by Corrective Amendment ("Corrective Amendment") to offer of Purchase Agreement and Memorandum of Offer to Purchase Agreement dated May 27, 1997, by Second Corrective Amendment ("Second Corrective Amendment") to Offer of Purchase Agreement and Memorandum of Offer of Purchase dated January 5, 1998, and by Third Amendment to Offer of Purchase Agreement dated July 31, 1999 (collectively, the "Purchase Agreement"), a Memorandum of which was recorded as Document No. 96929261 as amended by Corrective Amendment recorded as Document No. 9734616 and Second Corrective Amendment recorded as Document No. 98053748 in the Office of the Recorder of Deeds for Cook County, Illinois.

14. Reservation of Rights of Access, Terms, Provisions, Restrictions and Conditions as contained in Deed made and entered into July 24th, 2003 and recorded August 26, 2003 as Document No. 0323803027 by the United States America, acting by and through The Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. 2687), and rules and regulations promulgated thereunder, to the City of Chicago, a municipal corporation, organized and existing under and pursuant to the laws of the State of Illinois.

15. Reservation of Rights of Access, Terms, Provisions, Restrictions and Conditions as contained in Deed made and entered into 20th day of September, 2005 and recorded September 30, 2005 as Document No. 0527345115 by the United States America, acting by and through The Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. 2687), and rules and regulations promulgated thereunder, to the City of Chicago, a municipal corporation, organized and existing under and pursuant to the laws of the State of Illinois.

16. Terms, conditions and limitations contained in the No Further Remediation letter issued by the Illinois Environmental Protection Agency and recorded January 11, 2002 as Document 0020049050.

17. Terms, conditions and limitations contained in the No Further Remediation letter issued by the Illinois Environmental Protection Agency and recorded September 26, 2005 as Document 0526941124.

18. Terms, conditions and limitations contained in the No Further Remediation letter issued by the Illinois Environmental Protection Agency and recorded April 23, 2007 as Document 0711334113.

19. A claim of mechanic's or materialman's lien, De Graf Concrete Construction, Inc., claimant, against ORD Fuel Company, LLC, City of Chicago, City of Chicago Department of Aviation, Rossi Contractors, Inc., in the amount of $320,337.95, recorded on January 8, 2019 as Document No. 1900810006.

20. Any liens or encumbrances arising as a result of any acts or omissions of the Tenant or its representatives, agents or contractors.

Exhibit B-1
(TO AERO CHICAGO II, LLC PHASE III CARGO FACILITY LEASE)

MAINTENANCE RENT

1. Subject to Paragraph 2 below, on the Effective Date, Maintenance Rent shall be payable for the Phase III Leased Premises at the annual rate of $0.25 per square foot of the Phase III Leased Premises ("*Initial Maintenance Rent Per Square Foot*"). The number of square feet of the Phase III Leased Premises shall be based upon the calculation of the number of square feet of the Phase III Leased Premises set forth in the Survey, absent manifest error in the Survey.

2. (a) During the Term until the Phase III Base Rent Commencement Date for the Phase III Leased Premises, the annual Maintenance Rent shall be increased on the first day of June immediately following the Commencement Date and on the first (1st) day of June immediately following such anniversary of the Commencement Date thereafter (collectively referred to in this Exhibit B-1 as the "*Adjustment Dates*" and each as a "*Maintenance Rent Adjustment Date*"). On each Maintenance Rent Adjustment Date, the amount of annual Maintenance Rent payable under this Lease shall be increased and shall be an amount equal to the product of the annual Maintenance Rent per square foot for the twelve (12) month period immediately preceding the subject Maintenance Rent Adjustment Date (unless the subject Maintenance Rent Adjustment Date is the first Maintenance Rent Adjustment Date, in which case the immediately preceding period commencing with the Effective Date may be less than twelve (12) months, and in such event the amount shall be annualized over a twelve (12) month period) TIMES the number of square feet constituting the Phase III Leased Premises PLUS an amount equal to three percent (3%) of the "First Year Maintenance Rent Amount." The term "First Year Maintenance Rent Amount" is defined under this Lease as the product of the following:

(Initial Maintenance Rent Per Square Foot (defined in Paragraph 1 above))

X

(Number of Square Feet Constituting the Phase III Leased Premises)

When calculating the increase in Maintenance Rent on each Maintenance Rent Adjustment Date, the amount of such increase shall be rounded up to the nearest whole cent ($0.01); *provided* that in no event shall the new Maintenance Rent payable commencing on a Maintenance Rent

Adjustment Date be less than the amount of annual Maintenance Rent payable by the Tenant for the one (1) year period preceding such Maintenance Rent Adjustment Date.

(b) As soon as reasonably feasible, but no less than thirty (30) days preceding the Maintenance Rent Adjustment Date for which the calculation is being made, the City shall deliver to the Tenant a statement showing the amount of the new annual Maintenance Rent and amount of the monthly Maintenance Rent payable by the Tenant commencing on the next Maintenance Rent Adjustment Date.

EXHIBIT B-2
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

BASE RENT

1. Subject to Paragraphs 2 and 3 below, on the Phase III Base Rent Commencement Date, the Base Rent for the Leased Premises shall be payable at the annual rate of the greater of (i) Two and 15/100 Dollars ($2.15 per square foot of the Leased Premises, or (ii) the current amount per square foot for the Base Rent payable under the Phase I Lease as of Phase III Base Rent Commencement Date (the "*Initial Base Rent Per Square Foot*"). The number of square feet of the Leased Premises shall be based upon the calculation of the number of square feet of the Leased Premises set forth in the Survey, absent manifest error in the Survey.

2. (a) During the Term, the annual Base Rent shall be increased on the first (1st) day of June immediately following the Phase III Base Rent Commencement Date and on the first (1st) day of June following each anniversary date of the Phase III Base Rent Commencement Date thereafter during the Term (collectively referred to herein as the "*Adjustment Dates*" and each a "*Base Rent Adjustment Date*"). On each Base Rent Adjustment Date, the amount of annual Base Rent payable under this Lease shall be increased and shall be an amount equal to the product of the annual Base Rent per square foot for the twelve (12) month period immediately preceding the subject Base Rent Adjustment Date (unless the subject Base Rent Adjustment Date is the first Base Rent Adjustment Date, in which case the immediately preceding period commencing with the Phase III Base Rent Commencement Date may be less than twelve (12) months, and in such event the amount shall be annualized over a twelve (12) month period) TIMES the number of square feet constituting the Phase III Leased Premises PLUS an amount equal to three percent (3%) of the "*First Year Base Rent Amount.*" The term "*First Year Base Rent Amount*" is defined under this Lease as the product of the following:

(Initial Base Rent Per Square Foot (defined in Paragraph 1 above))

X

(Number of Square Feet Constituting the Phase III Leased Premises)

When calculating the increase in Base Rent on each Base Rent Adjustment Date, the amount of such increase shall be rounded up to the nearest whole cent ($.01); provided that, in no event shall the new annual Base Rent payable commencing on a Base Rent Adjustment Date be less than the amount of annual Base Rent payable by the Tenant for the one (1) year period preceding the Base Rent Adjustment Date.

(b) As soon as reasonably feasible, but no less than thirty (30) days preceding a Base Rent Adjustment Date for which the calculation is being made, the City shall deliver to the Tenant a statement showing the amount of the new annual Base Rent and the amount of the monthly Base Rent payable by the Tenant commencing on the next Base Rent Adjustment Date.

EXHIBIT C
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

PROJECT PROCEDURES

1. *Project Description.* Prior to performing any work constructing the Cargo Facility to the Leased Premises (the *"Project"*), the Tenant shall provide the Commissioner with a written description of the work to be performed, including drawings, plans and specifications, the estimated cost to complete, and the proposed work schedule.

2. *Tenant Coordination with the City.* The coordination of the planning, design and construction phases of the Project shall be in compliance with the City of Chicago Department of Aviation, Design, Renovation and Construction Procedures – O'Hare International Airport and Midway International Airport, having an effective date of September 23, 2005, as amended and supplemented from time to time (the *"Design Procedures"*).

3. *Standard of Performance.*

(a) The Tenant shall perform, or cause to be performed, all work on the Project with that degree of skill, care and diligence normally exercised by professional performing equivalent work in projects of a scope and magnitude comparable to the work hereunder.

(b) The Tenant shall further perform, or cause to be performed, all work hereunder according to those standards for work at the Airport promulgated by CDA, FAA, and any other interested Federal, State, or local governmental units, including, without limitation, any Airport Design and Construction Standards.

(c) The Tenant shall further require its Contractors to perform all work required of them in accordance with the above standards and in a safe, efficient, good and workmanlike manner. The Tenant shall require its Contractors to replace all damaged or defective work. Subject to the terms and conditions stated herein, the Tenant shall replace or correct such work not so corrected or replaced by any Contractor, or shall cause such work to be replaced or corrected by another Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to the City upon reasonable request therefor, any and all claims it may have against Contractors for failure by Contractors to comply with the standards of performance imposed upon them in the Contracts and hereunder.

(d) In the event the Tenant or its Contractors fail to comply with the above-referenced standards, the Tenant shall perform again, or cause to be performed again, at its own expense, any and all work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the work by the City, the Tenant shall remain solely and exclusively responsible for the technical accuracy of all of the work, as defined herein and furnished under this Lease. This provision shall in no way be considered as limiting the rights of the City against the Tenant or its Contractors, either under this Lease, at law, or in equity.

4. *Requirements for Work.*

(a) Project Planning, Design, and Fabrication Phase. The Tenant shall submit to the City proposed drawings, plans, and specifications, and the cost and schedule information for review and approval in compliance with the Design Procedures.

(b) Inspection. In accordance with the Design Procedures, the City shall have the right to monitor the work to assure that the Project is installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor.

5. *Performance and Payment Bonds.* The Tenant shall require each of its Contractors performing construction at or related to the Airport to post a performance and payment bond in the value of the construction work to be performed under its construction contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, as amended and Section 2-92-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by the City. The surety issuing such bond shall be acceptable to the City's Risk Manager. The City and the Tenant shall be named as co-obligees on all such bonds; *provided, however*, that the City shall be named as the primary co-obligee. In lieu of a performance and payment bond, the City will accept a letter of credit in a stated amount, from a bank and in form and substance satisfactory to the City. Any letter of credit delivered under this paragraph must contain an evergreen clause satisfactory to the City.

6. *Protection of FAA Facilities.*

(a) If trenching, jacking of pipe or casing, excavation for pavements or structures, site grading and vehicular traffic over earth areas will occur over, around and under FAA facilities such as equipment houses, direct buried cables and duct banks, all possible steps must be taken to ensure to insure their integrity throughout the period of construction activity.

(b) The Contractor shall notify the Commissioner at least seventy-two (72) hours prior to any excavation in the vicinity of FAA cables or ducts to arrange for a joint walking tour with cable location equipment to identify precisely such cables and locations in order to assure the preservation of their vital functions during construction.

7. *Protection of Utilities.*

(a) The Contractor shall take suitable care to protect and prevent damage to all utilities from its operations on the Airport.

(b) When performing work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, pole lines or poles, or other utility equipment or structures which are to remain in operation, the Contractor shall maintain such utility equipment and structures in place at its own expense and shall cooperate with the City department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.

(c) The Contractor shall be responsible for and shall repair all damage to any such utility, equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise and shall leave such utility, equipment or structures in as good condition as they were in prior to the commencement of its operations. However, it is hereby agreed that any such utility equipment or structures damages as a result of any act, or omission to act, of the Contractor may, at the option of the City department, utility company, or other party owning or operating such utility, equipment or structures damaged, be repaired by such the City department, utility company, or other party and in such event the cost of such repairs shall be borne by the Contractor.

8. *General Conditions.* The Tenant shall conduct any work, or cause such work to be conducted by its contractors, in accordance with those standards for construction operations at the Airport set forth in the "General Conditions" to be agreed to by the City at such time as the Tenant's construction contract shall be approved by the City in accordance with Section 5.2 of the Lease.

9. *Additional Legal Requirements.*

(a) Veterans Preference:

(i) The Tenant shall insure that the following provision is inserted in all contracts entered into with any contractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with the improvements.

(ii) The Tenant shall comply with the provisions of 330 ILCS 55/0.01 *et seq.* which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

(b) Steel Products:

(i) This Lease shall be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 5651/1 *et seq.*, as it may be amended from time to time. Steel products used in the improvements shall be manufactured or produced in the United States.

(ii) For purposes of this Section, *"United States"* means the United States and any place subject to the jurisdiction thereof and *"Steel Products"* means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of Five Thousand Dollars ($5,000) or the payment price received as a result of such violation.

(iii) In the event that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be subject to the Buy American Act, 49 USC Sec. 50101.

(c) Occupational Safety and Health Act, 40 U.S.C. 333; 29 C.F.R. 1926.1.

(d) Hazard Communication Standard, 29 C.F.R. Part 1926.58.

(e) Illinois Environmental Protection Act, 415 ILCS 511.

(f) Illinois Public Mechanics' Lien Act, 770 ILCS 60/23 (waiver of liens).

(g) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.

(h) Public Works Projects Act, 30 ILCS 570/0.01. In the event that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be exempt from the Public Works Act.

(ij) Deduction from Wages, 820 ILCS 115/9.

(j) Section 2-92-250 of the Municipal Code of Chicago (Retainage).

(k) Section 2-92-415 of the Municipal Code of Chicago (Child Support).

(l) Prevailing Wage Act, 820 ILCS 130/1. In the event that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be exempt from the Prevailing Wage Act and shall be subject to the Davis Bacon Act, 2 CFR Sec. 200, Appendix H(D); 29 CFR Part 5.

(m) Section 2-92-330 of the Municipal Code of Chicago (Chicago Residency Requirement). In the event that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be exempt from the Chicago Residency Requirement.

EXHIBIT D
(to Aero Chicago II, LLC Phase III CARGO FACILITY LEASE)

DESIGN STANDARDS

Contact the Director of Development at the Department of Aviation, O'Hare Administration Building, 10510 West Zemke Road, Chicago, Illinois 60666, Telephone Number (773) 894-5404, to obtain instructions for web access to the City of Chicago O'Hare Airport Design Standards.

EXHIBIT E

(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES COMMITMENT

The Tenant covenants and agrees to comply with the following:

DEFINITIONS:

For purposes of this *Exhibit E*, the following capitalized terms shall be defined as follows (any capitalized term not defined below shall take their same definition as set forth in the Lease to which this Exhibit is attached).

Contracts – shall mean all contracts entered into by, or on behalf of, the Tenant with any supplier of materials, services or Work (as defined below), any Contractor or any labor organization which furnishes skilled, unskilled and craft union skilled labor in connection with or pursuant to the performance of any of the Tenant's obligations, liabilities, covenants or agreements under this Lease.

Contractors – shall mean all persons, entities and firms hired by the Tenant to act as agents or independent contractors in connection with or pursuant to the performance of any of the Tenant's obligations, liabilities, covenants or agreements under this Lease.

Work – shall mean collectively the planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair in connection with the performance of any of the Tenant's obligations, liabilities, covenants or agreements under this Lease, including, without limitation, the Tenant's obligations with respect to the construction of the Improvements.

1. Minority and Women Business Enterprises. Consistent with the provisions of Section 6.5 of the Lease, the Tenant shall provide for the participation of Minority and Women Business Enterprises (collectively, *"M/WBEs;"* the Minority Business Enterprises are herein defined collectively as the *"MBEs"* and the Women Business Enterprises are herein defined collectively as the *"WBEs"*) in connection with any Work it performs under this Lease. To this end, the Tenant shall establish the following: a policy for the utilization of M/WBEs, a liaison with the CDA and the City's Office of Compliance and Certification (*"OCC"*) for M/WBEs, a goal for the dollar amount of Contracts that the Tenant will award, and a reporting procedure acceptable to the Tenant and the City; provided that to the extent that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be exempt from Chicago M/WBE Requirements.

II. Policy. The following statement represents Tenant's policy regarding equal opportunity and a M/WBE program:

> "Tenant is committed to providing fair and representative opportunities for minorities and women and M/WBEs in its Contracts. Neither Tenant nor its Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of Contracts. Furthermore, the Tenant will take affirmative action, consistent with sound procurement policies and applicable law, to ensure that M/WBEs are afforded a fair and representative opportunity to participate in Contracts awarded by Tenant."

This policy shall be stated in all Contracts, circulated to all employees of Tenant in affected departments, and made known to minority and women entrepreneurs; provided that to the extent that the construction of the Taxilane NN Improvements are funded by the Federal Government, this policy shall not be included in the contracts relating to the construction of the Taxilane NN Improvements.

III. Liaison. To ensure compliance and the successful management of Tenant's M/WBE program, the Tenant shall establish a M/WBE liaison with the CDA and OCC. Further, all personnel of the Tenant and all others delegated by the Tenant with responsibility for the supervision of the Tenant's Contracts are to see that actions are performed consistent with the affirmative action goals set forth in this *Exhibit E* to the Lease and in the other applicable provisions of this Lease.

IV. The goals to be met hereunder by the Tenant in awarding Contracts shall be the utilization of MBEs and WBEs certified by the City of Chicago, subject to the availability of MBEs and WBEs capable of performing the Work to be contracted. These goals shall be administered in a manner to assure City and Tenant that:

(a) the Work shall be completed at a reasonable cost which is acceptable to the Tenant;

(b) the City and the Tenant will be in compliance with all requirements of the FAA for any portion of the Work for which the City is seeking FAA funding;

(b) the Work shall be completed on a reasonable timetable which is acceptable to the Tenant and the City; and

(c) the quality of the Work shall be reasonable and acceptable to the Tenant and the City.

The goals of the Tenant for participation by MBEs and WBEs in the Work shall be to achieve a minimum of MBE participation of twenty-five percent (25%) of, and WBE participation of five percent (5%) of the aggregate hard construction costs and as set forth in the "MBE/WBE Budget" set forth in this *Exhibit E* (*"Minimum MBE/WBE Participation Percentage"*); provided that to the extent that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be exempt from the Minimum MBE/WBE Participation Percentage.

V. Eligibility. Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as certified MBEs and/or WBEs shall be eligible for purposes of meeting the goals established by this Lease.

VI. Equal Employment Opportunity and Affirmative Action Plan. The Tenant must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the *"EEO/AA Plan"*) for that Work involving construction of Improvements, which plan shall be acceptable to the City and the Tenant; provided that to the extent that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be exempt from the EEO/AA Plan.

The EEO/AA Plan shall set the following goals for employment of women and minorities:

(a) Minority Employment:

(1) Twenty-five percent (25%) of skilled hours; and

(2) Forty percent (40%) of laborer hours;

(b) Women's Employment:

(1) Five percent (5%) of skilled hours; and

(2) Ten percent (10%) of laborer hours.

VII. Reporting and Compliance. Not less than thirty (30) days following the end of the calendar quarter in which the first Contracts or sub-Contracts are awarded by or on behalf of the Tenant for the performance of Work, the Tenant shall submit to the City, the CDA and the OCC progress reports on forms or in a format established by the OCC and reasonably acceptable to the Tenant, that report the required information concerning the Tenant's compliance with the Tenant's M/WBE requirements and EEO and AA Plan. The quarterly reports shall include the following information:

(a) the total amount of prime Contracts and sub-Contracts awarded during the quarter and, for any awards to M/WBE/DBE resulting therefrom, the name of the M/WBE and the amount of the Contract awarded to such M/WBE/DBE;

(b) the cumulative value of all Contracts awarded prime Contractors and sub-Contractors to date, with a breakdown of the total cumulative value of all Contracts or sub-Contracts awarded to M/WBE/DBE;

(c) a projection of the total value of prime Contracts and sub-Contracts to be awarded by or on behalf of the Tenant in the following quarter with a breakdown of the value of the total value of Contracts and sub-Contracts to be awarded to M/WBE/DBE during the next quarter;

(d) all M/WBE/DBE Contracts and sub-Contracts that have been completed and for which final payment has been made during the quarter; and

(e) an evaluation of the overall progress to date towards the Tenant's M/WBE/DBE goals for the Work.

VIII. Non-responsible Bidder. Prior to awarding any Contracts or sub-Contracts, the Tenant shall provide the City with the names of vendors who may be awarded such Contracts. The City shall promptly notify the Tenant if a potential vendor appears on the City's list of non-responsible bidders. The Tenant agrees that no Contracts or sub-Contracts shall be awarded to persons or corporations identified on the City's list of non-responsible bidders, so long as such list does not discriminate against any bidders because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.

EXHIBIT F
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

FORM OF INSURANCE CERTIFICATE

Issue Date _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____

RFP#: _____

Address: _____ Project #: _____
(NUMBER & STREET)

_____ Contract #: _____
(CITY) (STATE) (ZIP)

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutuality understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
Commercial General Liability ☐ Occurrence ☐ Claims made ☐ Premise-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution				Each Occurrence $ General Aggregate $ Products/Completed Operations Aggregate $
Automobile Liability (Any Auto)				Each Occurrence $
Excess Liability ☐ Umbrella Liability				Each Occurrence $
Workers' Compensation and Employer's Liability				Statutory/Illinois Employers Liability $
Builders' Risk/Course of Construction				Amount of Contract
Professional Liability				$
Owner Contractors Protective				$
Other				

a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago".

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the City.

c) Workers Compensation and Property insurer shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met or that the insurance companies indicated by this certificate are in compliance with all contract requirements

Name and Address of Certificate Holder and Recipient of Notice		
Certificate Holder/Additional Insured	Signature of Authorized Rep.	
City of Chicago *Department of Aviation* *Real Estate and Finance Division* *O'Hare Airport* *10510 W. Zemke Road*	Agency/Company	
	Address	
	Telephone	

EXHIBIT G
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

MEMORANDUM OF LEASE

When recorded mail to:

Jeffrey A. Burger
428 South Courtland Ave
Park Ridge, Illinois 60068

This space reserved for Recorder's use only.

MEMORANDUM OF LEASE

The City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois, as landlord (the *"City"*), has leased to Aero Chicago II, LLC, a Delaware limited liability company, as tenant (the *"Tenant"*), and the Tenant has leased from the City, pursuant to the terms and conditions of that certain Cargo Facility Phase III Lease dated as of _____, 2020 (the *"Lease"*) between the City and Tenant, certain real property located in Cook County, Illinois, and more particularly described below (the *"Leased Premises"*). Capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

1. *Term.* The term of the Lease for the Leased Premises described in *Exhibit A* attached hereto and made a part hereof is for thirty-five (35) years commencing on the Commencement Date (as defined in the Lease) and ending on the thirty-fifth anniversary of the Commencement Date (the *"Term"*).

2. *Reservation of Easements in City.* The City has reserved to itself certain easements in the Lease and has reserved the right to obtain certain easements over the Leased Premises.

3. *Amendment of this Memorandum of Lease.* The City and the Tenant may amend this Memorandum of Lease from time to time.

4. *Lease Controls Memorandum of Lease.* This Memorandum of Lease is executed to give notice to third parties of the existence of the Lease and is not intended to modify or amend

the Lease in any respect. The provisions of the Lease shall control over the provisions of this Memorandum of Lease.

5. *Limitation of Liability.* The liability of the City under this Memorandum of Lease shall be limited to the same extent that the liability of the City is limited under the Lease.

IN WITNESS WHEREOF, the City has caused this Memorandum of Lease to be executed on its behalf by the Commissioner of Chicago Department of Aviation, pursuant to due authorization of the City Council, and the Tenant has caused this instrument to be executed on its behalf by its Managing Member, all as of the day and year first above written.

CITY OF CHICAGO

By: _____
Commissioner of Chicago Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

_____
Chief Assistant Corporation Counsel

Illinois agent for service of process:

Name: CT Corporation System
Address: 208 South LaSalle Street
Suite 814
Chicago, Illinois 60604

AERO CHICAGO II, LLC, a Delaware limited liability company

By: RAL CAC, LLC
Its Managing Member

By: _____
Name: _____
Title: President

CITY ACKNOWLEGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the Commissioner of the Chicago Department of Aviation, and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Commissioner, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2020.

_____
Notary Public

TENANT ACKNOWLEDGMENT

EXHIBIT A
(TO MEMORANDUM OF GROUND LEASE)

DESCRIPTION OF LEASED PREMISES

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF ROSEMONT O'HARE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2006 AS DOCUMENT 0628327021 , SAID POINT BEING ALSO THE INTERSECTION OF THE SOUTHERLY LINE OF THE JANE ADDAMS TOLLWAY (I-90) WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, 263.07 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 59 SECONDS EAST, 2,764.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 173.78 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS EAST, 745.68 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 51 SECONDS WEST, 1.58 FEET TO A POINT ON A 48.42 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY 75.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 55 MINUTES 11 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 68.43 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 1,468.37 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 30 SECONDS EAST, 1.59 FEET TO A POINT ON A 141.58 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 102.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40 DEGREES 28 MINUTES 08 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 60 DEGREES 25 MINUTES 46 SECONDS WEST, 100.23 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 0.55 FEET TO THE POINT OF BEGINNING;

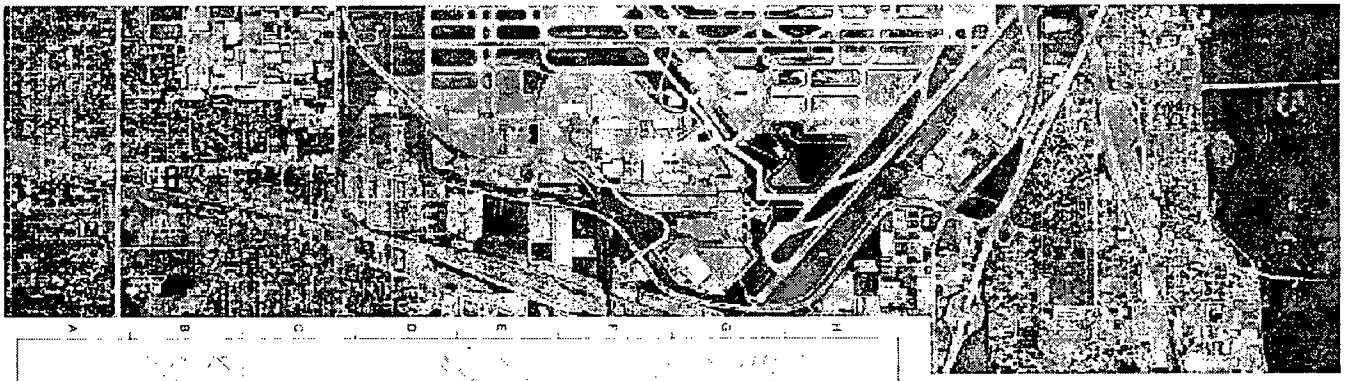
THENCE CONTINUING SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 222.17 FEET; THENCE NORTH 50 DEGREES 47 MINUTES 24 SECONDS WEST, 486.49 FEET; THENCE SOUTH 39 DEGREES 12 MINUTES 36 SECONDS WEST, 602.67 FEET TO A POINT ON AN 84.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY 131.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 05 DEGREES 47 MINUTES 24 SECONDS EAST, 118.79 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 24 SECONDS EAST 359.89 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY 60.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 52 MINUTES 57 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 60 DEGREES 43 MINUTES 53 SECONDS EAST, 60.42 FEET; THENCE NORTH 39 DEGREES 12 MINUTES 20 SECONDS EAST, 26.50 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST, 10.35

FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 186.85 FEET; THENCE NORTH 39 DEGREES 12 MINUTES 36 SECONDS EAST, 672.21 FEET TO THE POINT OF BEGINNING.

Address:

_____, Chicago, Illinois

Permanent Index Nos.: _____



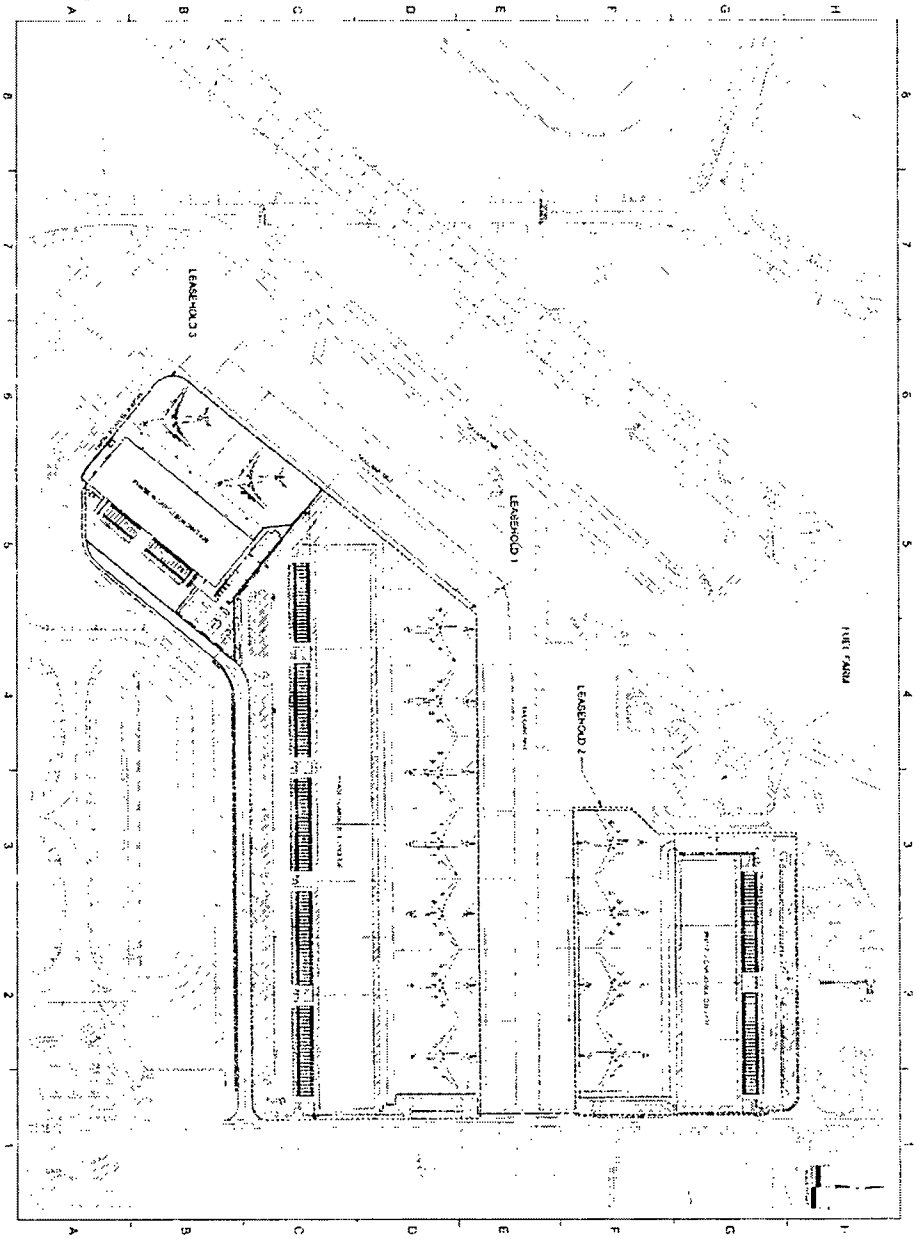

LEASEHOLD 3
LEASEHOLD 1
LEASEHOLD 2

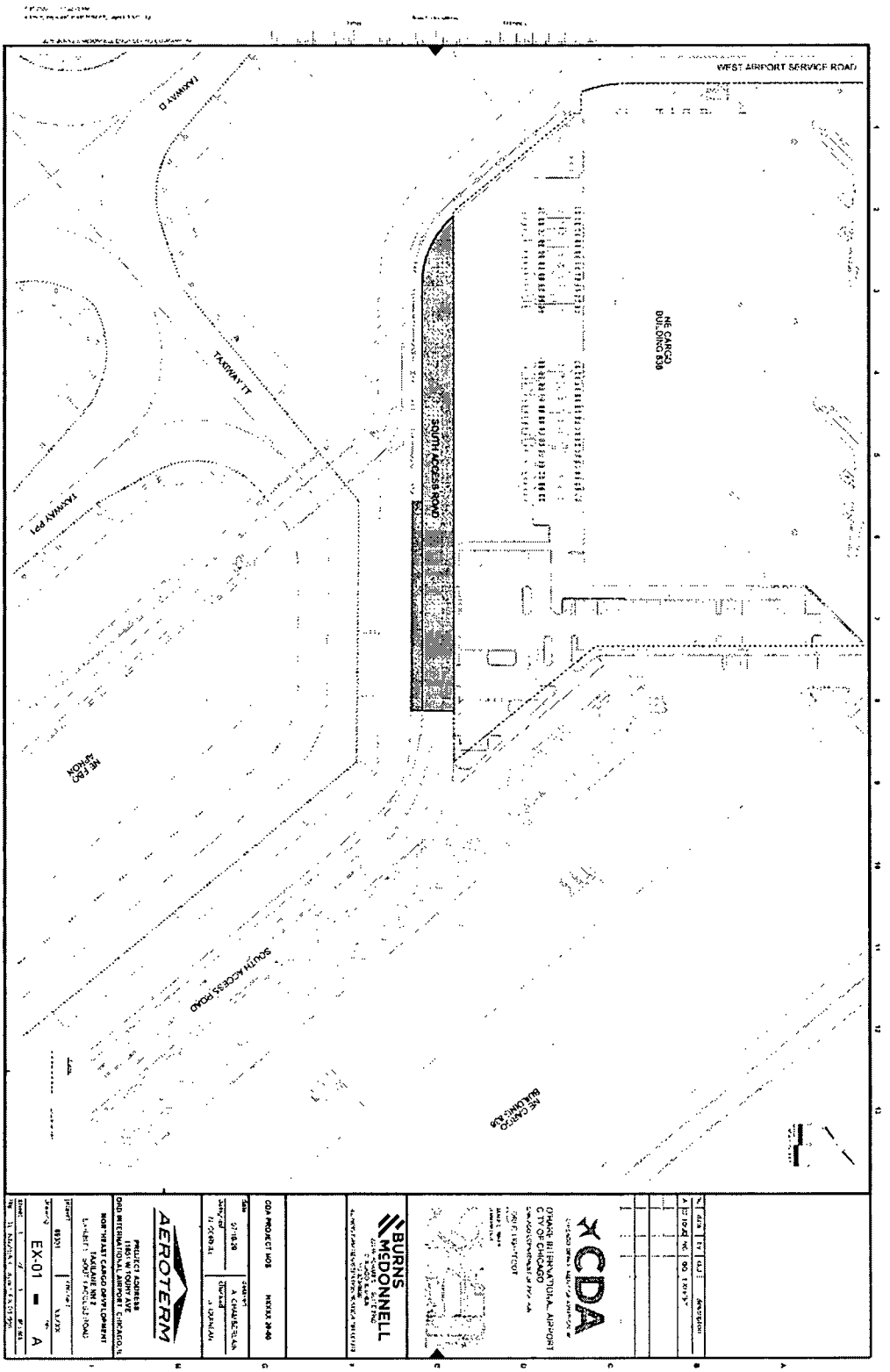
EXHIBIT I
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

DESCRIPTION OF TENANT INFRASTRUCTURE IMPROVEMENTS TO BE CONSTRUCTED BY THE TENANT

Utility and South Access Road Improvements

- **Overview**: Designing, engineering, constructing, and developing the extension of the South Access Road and Utilities.
- **Scope**: An extension of the existing South Access Road. The project will include all elements of developing the infrastructure to facilitate the efficient use of and landside access to the Cargo Facility. Included is a CDA standard asphalt pavement section for access roads, depressed concrete curb and gutter between the South Access Road and Leasehold truck court, pavement marking and signage in accordance with CDA and Manual on Uniform Traffic Control Devices (MUTCD), utilities including a full-length underdrain pipe, storm sewer, roadway lighting, and relocation of power and control panels for the existing Sanitary Lift Station, as well as the restoration of the non-vegetated shoulder between the south edge of the roadway and the AOA fence, removal and or relocation of existing light poles as well as any other requirements imposed by local ordinance or code. This project could also include the removal, relocation, or disposal of site conditions included in the Environmental Remediation Reimbursement Agreement.
- **Utility and South Access Road Improvements Project Limits:** [See Next Page]

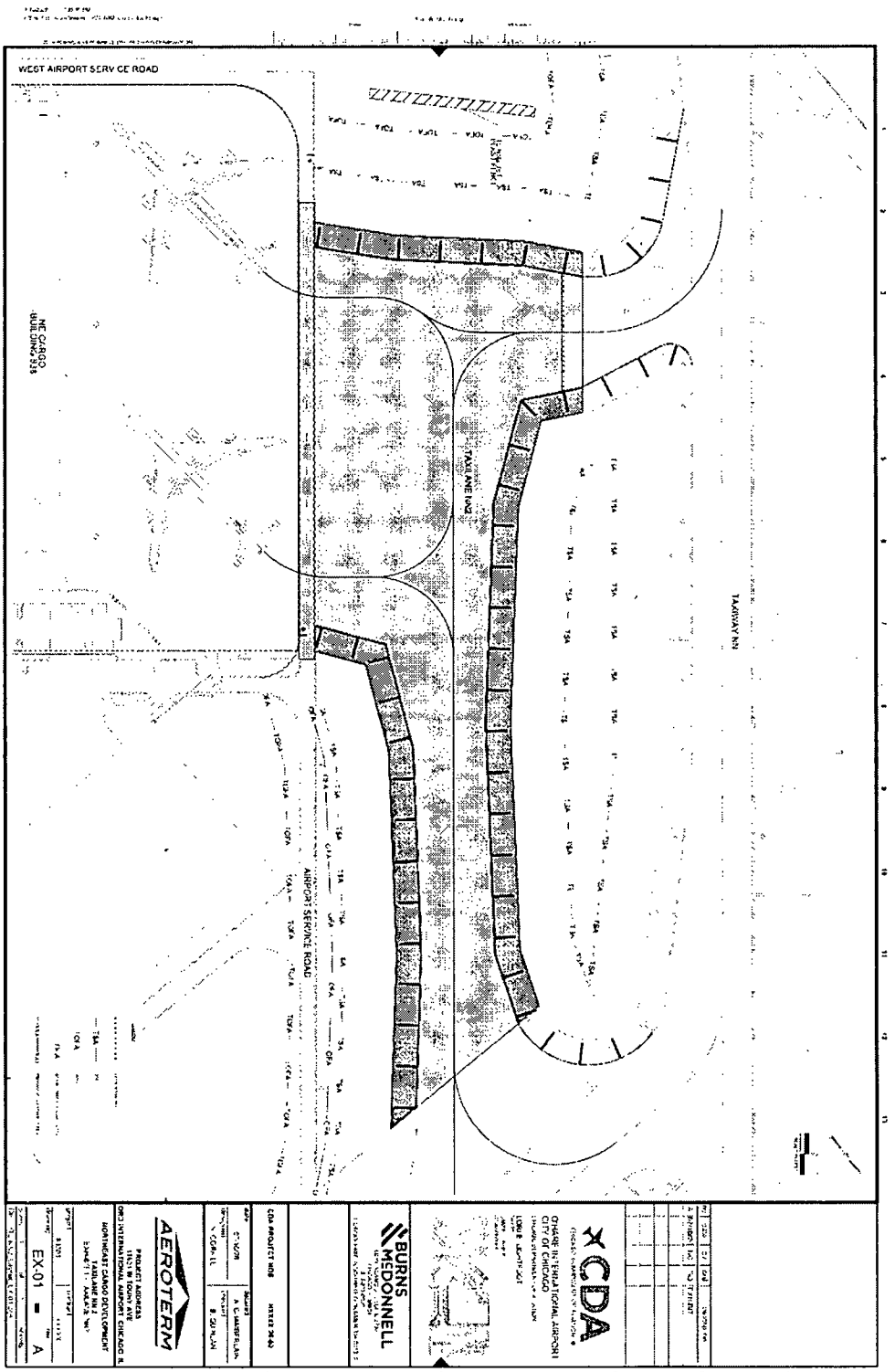
- **Utility and South Access Road Improvements Project Limits:**



Taxilane NN Improvements

- **Overview**: Designing, engineering, constructing, and developing Taxilane NN to facilitate the efficient use of and aircraft access to the Cargo Facility. Please see the area outlined in green on the attached exhibit for a general depiction of the project area.
- **Scope**: The Taxilane NN project will include the necessary infrastructure for aircrafts to access the aircraft parking positions within the Leased Premises. Included is the transition area containing the taxilane object free area as well as the permanent airside service road. This work will consist of demolition, earthwork and new portland cement concrete pavement and utility infrastructure from the edge of the taxilane to the edge of the airside service road. The taxilane and transition areas will be designed in accordance with FAA Advisory Circular (AC) 150/5300-13A (through Change 1) Airport Design, 150/5320-6F Airport Pavement Design and Evaluation and the CDA/OMP (Chicago Department of Aviation / O'Hare Modernization Program) General Design Criteria Volume 1. Pavement geometric design and taxilane object free areas will be developed in accordance with the FAA design criteria in Engineering Brief No. 78 for Boeing 747-8 aircraft as well as the OMP Completion Phase – Taxiway Fillet Design Memorandum dated October 2, 2009. Pavement grading will be designed in accordance with the longitudinal and transverse grading criteria provided in FAA AC 150/5300-13A (through Change 1). The taxilane drainage design will be developed in accordance with FAA AC 150/5320-5D, Airport Drainage and CDA/OMP Design and Construction Standards, Part 4, Civil. The Utilities include taxilane edge lighting and guidance signs, storm sewer and underdrain at the taxilane edges and in the transition area, as well as any other requirements imposed by local ordinance or code. Taxilane lighting will be designed in accordance with FAA AC 150/5340-30J Design and Installation Details for Airport Visual Aids and CDA/OMP General Design Criteria Volume 1. Taxilane signage will be designed in accordance with FAA AC 150/5340-18G Standards for Airport Sign Systems and CDA/OMP General Design Criteria Volume 1. Pavement markings will be designed in accordance with FAA AC 150/5340-1M Standards for Airport Markings and CDA/OMP General Design Criteria Volume 1. Anticipated markings include non-movement area boundary markings, taxilane centerline striping, edge of pavement markings and aircraft lead-in lines. A blast fence, as depicted in the Taxilane NN Improvements Project Limits below, of the Taxilane NN2 will be coordinated with the Chicago Department of Aviation if required to protect the ARFF 2 facility parking pavement adjacent to Taxiway M. This project could also include the removal, relocation or disposal of site conditions included in the Environmental Remediation Reimbursement Agreement.
- **FAA Guidelines**: The CDA will get reimbursed by the FAA for this project and thus Aeroterm will adhere to the associated federal guidelines for this Taxilane NN Improvements.
- **Taxilane NN Improvements Project Limits:** [See Next Page]

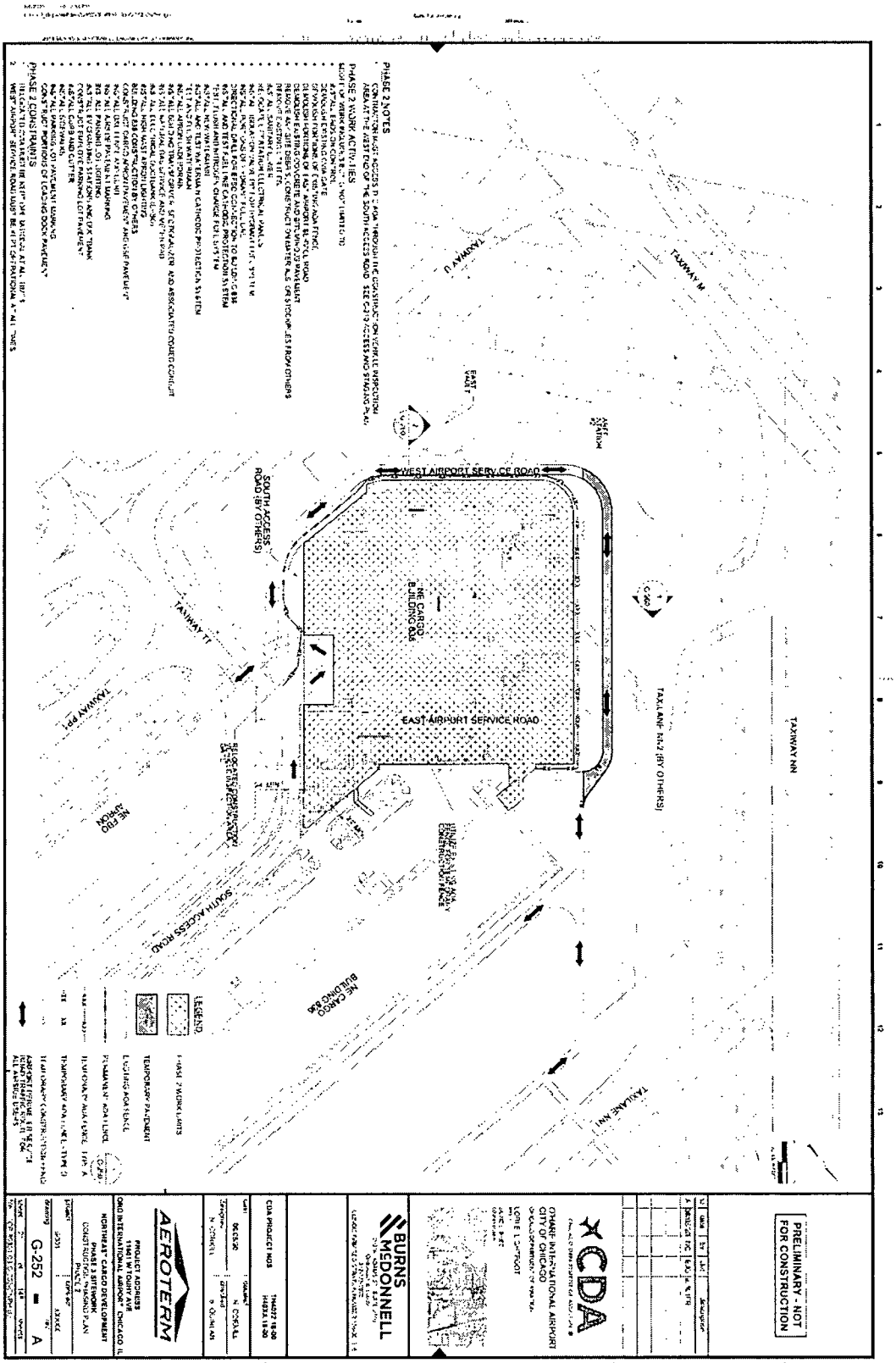
- **Taxilane NN Improvements Project Limits:**



Airside Perimeter Work

- **Overview and Scope**: Reconfiguration of the Airside perimeter of the Airport so that the construction of certain parts, approved by the City in its reasonable judgment, of the Utility and South Access Road Improvements, the Taxilane NN Improvements, and the Phase III Cargo Facility as agreed by the Parties could be performed on the Landside of the Airport. Upon completion of the construction of each of the foregoing, the Parties agree to further reconfigure the Airside perimeter so that certain parts, approved by the City in its reasonable judgment, of the Utility and South Access Road Improvements, the Taxilane NN Improvements, and the Phase III Cargo Facility could be included within the Airside portion of the Airport. Included in this will be the construction of a temporary airside service road.
- **Airside Perimeter Work Exhibits**: [See Next Page]

- **Airside Perimeter During Construction:**



- **Airside Perimeter After Construction:**

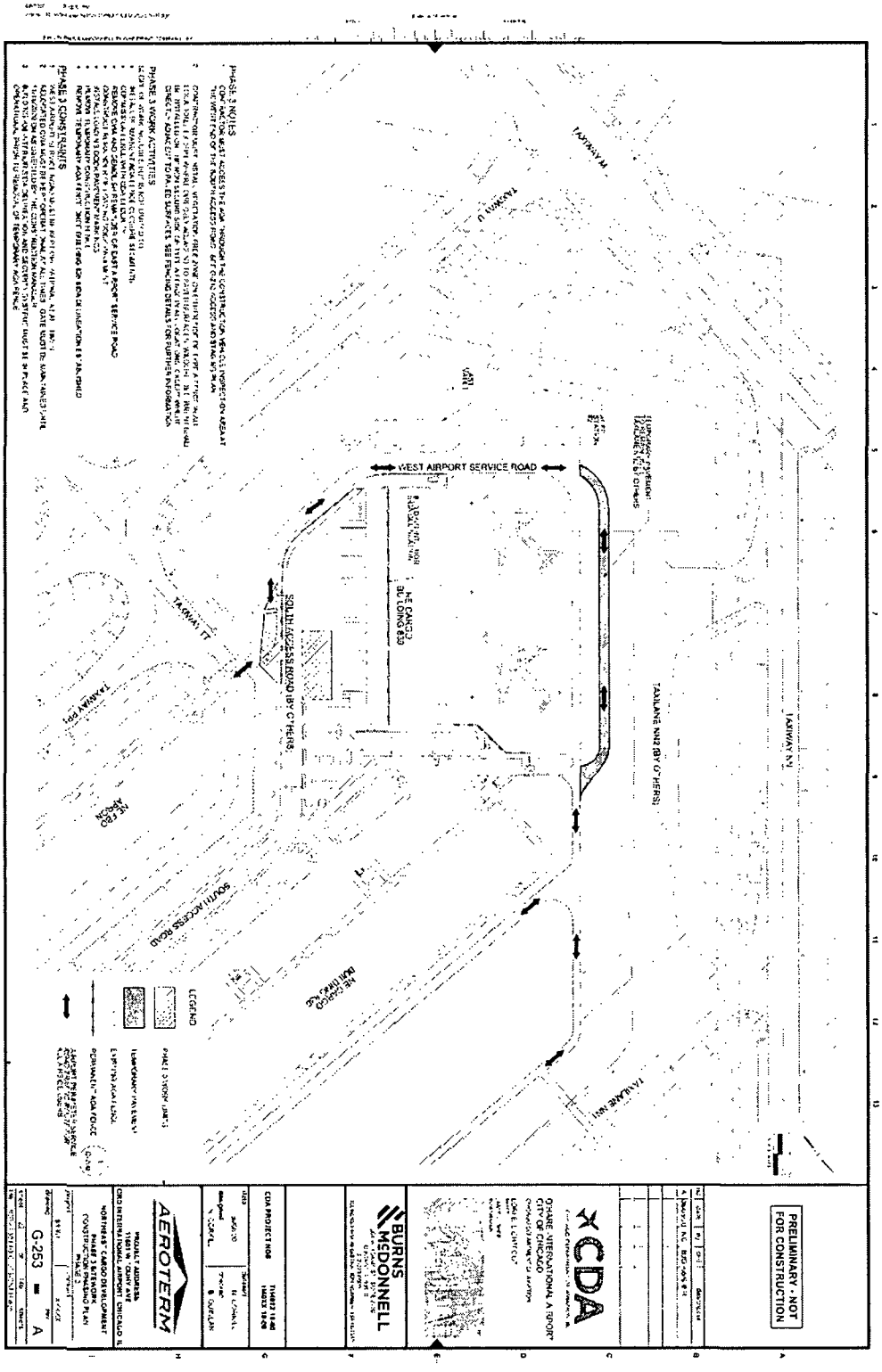


EXHIBIT K
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

FORM OF MONTHLY COMBINED RENT CREDIT CERTIFICATE

Date: _____

City of Chicago Office of Chief Financial Officer
Room 600
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

City of Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Commissioner of Department of Aviation

Pursuant to that certain Cargo Facility Phase III Lease dated as of _____ ___, 2020 (the "*Lease*"), between the City of Chicago, as lessor (the "*City*") and Aero Chicago II, LLC, a Delaware limited liability company, as lessee (the "*Tenant*"), the Tenant hereby certifies as follows (any capitalized terms not defined in this Certificate shall be as defined in the Lease):

1. Pursuant to Sections 4.2, 4.3, 4.4 and 4.5 of the Lease, the Tenant is obligated to pay Combined Rent to the City on a monthly basis during the Term of the Lease and the next payment of monthly Combined Rent under the Lease is due on _____ (the "*Next Monthly Rent Payment Date*").

2. Pursuant to Section 4.6 of the Lease, the Tenant is permitted a credit against Combined Rent due on the next Monthly Rent Payment Date in the following amounts (collectively, the "*Combined Rent Credits*"):

   a. The amount of any debt service payable pursuant to Section 4.7(a)(i)(A) or (B) of the Lease since the date of the Tenant's last Monthly Combined Rent Credit Certificate equal to $_____.

   b. Pursuant to Section 4.7(a)(ii) of the Lease, since the date of the Tenant's last Monthly Combined Rent Credit Certificate, the aggregate out-of-pocket costs paid by Tenant to service providers of electricity, gas and land line telephone service for the sole purpose of paying such service providers to bring service lines to the boundary of the Leased Premises equals $_____, as itemized in *Schedule A* attached hereto.

   c. The amount of any Tenant Infrastructure Improvements Equity Contributions payable pursuant to Section 4.7(a)(iii) of the Lease since the date of the Tenant's last Monthly Combined Rent Credit Certificate equal to $_____.

3. Each of the credits requested under this Certificate has been calculated in accordance with the provisions of Section 4.5(a) of the Lease.

4. The Tenant has not previously received a credit against Combined Rent for any of the amounts set forth above.

5. Based upon the amount of Combined Rent due on the next Monthly Combined Rent Payment Date, less the aggregate amount of the Combined Rent Credits as set forth in Section 2 above, the Tenant **[is obligated to pay $_____ in Combined Rent on such next Monthly Combined Rent Payment] [is obligated to pay $0 in Combined Rent on the next Monthly Combined Rent Payment Date, and is entitled to carry over $_____ in Combined Rent Credits to the next successive monthly Combined Rent Payment Date]**.

6. The undersigned certifies to the City that the matters set forth in this Certificate are true, correct and complete.

AERO CHICAGO II, LLC, a Delaware
limited liability company,

By: _____
Name: _____
Its: Managing Member

EXHIBIT J
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

DESCRIPTION OF PHASE III CARGO FACILITY TO BE CONSTRUCTED BY THE TENANT

A total of approximately 132,000 rentable building square feet, including:

a) One stand-alone air cargo facility with approximately 123,000 square foot footprint
b) Approximately 197,000 additional square feet of ramp apron sufficient to park two (2) B747-8 aircraft.

Any utility infrastructure within the perimeter of the Phase III Cargo Facility.

Phase III Cargo Facility must comply with the Sustainable Airport Manual standards as set forth in the Lease.

Phase III Cargo Facility must meet ORD Design Standards as set forth in the lease.

SCHEDULE A
(TO MONTHLY COMBINED RENT CREDIT CERTIFICATE)

EXPENDITURES BY TENANT TO _____
FOR PERIOD FROM _____ TO _____

Purpose of Expenditure	Date	Amount
Total.....		$

SCHEDULE B
(TO MONTHLY COMBINED RENT CREDIT CERTIFICATE)

EXPENDITURES FROM TENANT'S OWN FUNDS TO CONSTRUCT TENANT INFRASTRUCTURE IMPROVEMENTS FOR PERIOD FROM _____ TO _____

Purpose of Expenditure	Date	Amount
Total.....		$

EXHIBIT L
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

SCHEDULE OF EXISTING ENVIRONMENTAL REPORTS

- Draft Phase I Environmental Site Assessment Phase 3 ORD Northeast Cargo Development Chicago, Illinois by 2IM Group dated April 22, 2020
- Draft Uniform Federal Policy Quality Assurance Project Plan Former O'Hare Air Reserve Site, Chicago, Illinois by FPM Remediation, Inc. dated January 2019
- Phase I Environmental Site Assessment of 70 Acres of the Former Air National Guard Base Located at O'Hare Airport Chicago, Illinois by PM Environmental, Inc. dated December 30, 2011.
- Phase I Environmental Site Assessment Report Project Site: O'Hare International Airport Proposed Runway9C NE Package Fixed Base Operations Site Chicago, Illinois by Environmental Design International, Inc. dated March 2011
- PFOs and PFOA Site Inspections at Multiple BRAC Installations Final Installation-Specific Work Plan, Former O'Hare ARS by Amec Foster Wheeler Programs, Inc. dated September 2019
- Phase 1 Environmental Baseline Survey O'Hare Air Reserve Forces Facility by Harza Engineering Company dated January 1997
- Site Investigation Report Phase II Environmental Baseline Survey Parcel 2/3A O'Hare Air Reserve Station by Harza Environmental Services dated February 11, 1998
- Site Investigation report Phase II Environmental Baseline Survey Parcel 3 O'Hare ARS by Harza Environmental Services dated August 6, 1999
- Remedial Investigation Report Parcel 2/3A O'Hare ARS by Harza Engineering Company dated March 29, 2000
- Remedial Investigation Report Parcel 3 O'Hare ARS by Harza Engineering Company dated April 21, 2000
- Final Site Characterization Report for Sanitary Sewer (OTH-SS) Former O'Hare ARS by Montgomery Watson Harza (MWH) dated February 2002
- EPA Superfund Record of Decision Former O'Hare Air reserve Facilities by Montgomery Watson Harza dated September 30, 2002
- Final Finding of Suitability to Transfer by MWH America's Inc. dated July 2003
- Additional Site Investigation Letter Report by Burns & McDonnell dated November 14, 2003

Note: The above list of documents is copied from the Site Investigation Summary Report dated May 29, 2008 prepared by GaiaTech for Lynxs Chicago CargoPort.

- Site Inspection Summary Report dated May 29, 2008 prepared by GaiaTech for Lynxs Chicago CargoPort.

- No Further Remediation Letter dated August 26, 2005 from the Illinois Environmental Protection Agency to the United States Air Force Real Property Agency.

- FAA Short Form Environmental Assessment

That certain letter from the FAA (Amy B. Hanson) to the CDA (received by CDA on December 1, 200Finding of Suitabilty to Transfer (FOST) Parcel 1 Property
O'Hare Air Reserve Forces Facility
Chicago, IL
April 21, 1997

Finding of Suitabilty to Transfer (FOST) Landfill 1 Zemke Tracts
Former O'Hare Air Reserve Station, Illinois
Chicago, IL
September 2005

Quitclaim Deed and Partial Termination of Lease
24 July 2003

EXHIBIT M
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

FAA POLICY AND PROCEDURES MEMORANDUM – AIRPORT DIVISION, NUMBER 5190.6 – COVENANTS

The Tenant covenants, acknowledges and agrees as follows:

1. That the City of Chicago 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 the Tenant, and without interference or hindrance. (FAA Order 5190.6A – AGL-600)

2. That the City of Chicago reserves the right, but shall not be obligated to the 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 the Tenant in this regard. (FAA Order 5190.5A – AGL-600)

3. That this Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between the City of Chicago and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)

4. That the Tenant (licensee, permittee, contractor, etc., and any of the other Tenant's Representatives) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event of future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A - (AGL-600)

5. That there is hereby reserved to the City of Chicago, 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 surface of the Leased Premises herein. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)

6. That the Tenant (licensee, permittee, contractor, etc., and any of the other Tenant's Representatives), by accepting this expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above a mean sea level elevation of the number of feet mean sea level applicable to the most critical area of the Leased Premises in accordance with part 77 of the Federal Aviation Regulations (the area of a lease may be subdivided as shown on a property map to provide more than one height limitation, or more restrictive height limitations may be imposed at the discretion of the City of Chicago). In the event the aforesaid covenants are breached, the City of Chicago reserves the right to enter upon the Leased Premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant. (FAA Order 5190.6A – AGL-600)

7. That the Tenant (licensee, permittee, contractor, etc., and any of the other Tenant's Representatives), by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Tenant. (FAA Order 5190.6A – AGL-600)

8. That it is clearly understood by the Tenant that no right or privilege has been granted which 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 but not limited to, maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

9. All capitalized terms not defined herein are defined in the Lease.

EXHIBIT N
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

DEPICTION OF COMMON AREAS

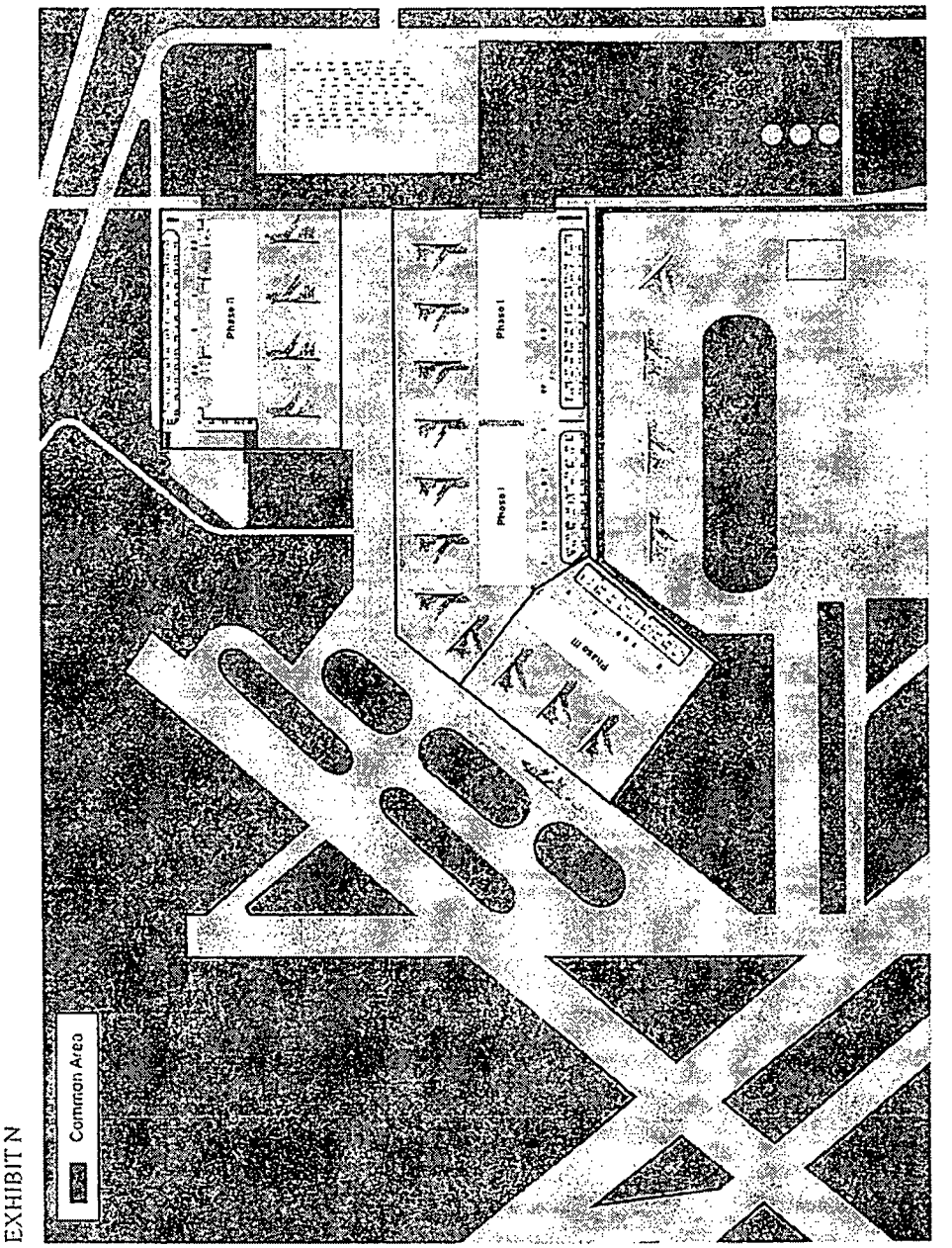


EXHIBIT N

EXHIBIT O
(TO Aero Chicago II, LLC Phase III CARGO FACILITY LEASE)

CITY OF CHICAGO – DEPARTMENT OF AVIATION DESIGN, RENOVATION AND CONSTRUCTION PROCEDURES FOR O'HARE INTERNATIONAL AIRPORT AND MIDWAY INTERNATIONAL AIRPORT

[See attached]

CHICAGO O'HARE INTERNATIONAL AIRPORT
and
CHICAGO MIDWAY INTERNATIONAL AIRPORT

DESIGN, RENOVATION, AND CONSTRUCTION

Tenant Projects

STANDARD OPERATING PROCEDURE ("SOP")

July, 2014

Please address all design submittals as identified below, and copy as indicated on all emails. For concession projects only, please also copy the CDA Deputy Commissioner of Concessions and the CDA Retail Management Company.

Roger Reeves
Coordinating Architect, Design and Construction
Chicago Department of Aviation
Chicago O'Hare International Airport
Aviation Administration Building
10510 West Zemke Road
Chicago, IL 60666
(773) 686-6626
roger.reeves@cityofchicago.org
cc: tfitzgerald@careplusllc.org

Within ten working days of receiving the Project Initiation Letter, the CDA will send a "Response to Project Initiation Letter" to the Tenant with comments and direction regarding the design submittals, including your assigned Project Number which must be included on all future project correspondence and submittals including on all permits. The letter will also identify the CDA Point of Contact for the design phase of the project who will either be a CDA employee or a designated representative. All Tenant questions, concerns, or requests for information or project coordination should be directed to the CDA Point of Contact.

During the project initiation step, the tenant and designer should proactively consider potential sustainable design elements for further consideration and detail in preparation of sustainable design requirements as outlined in Step 2.

Requests for Drawings:
Tenants requesting drawings from the CDA for use in their design shall use the link below for the "Document Request Form" and submit it to the CDA Point of Contact for required approvals. Drawings will not be available until the form is signed by CDA. Tenant will be notified by the CDA Point of Contact when the drawings are available.

CDA Document Request Form

Step 2: Design Submittals and CDA Review
The Tenant will submit to the CDA Coordinating Architect, Design and Construction, the 30%, 60%, 90%, and 100% design levels, or other completion level combinations based upon review and completeness of the initial and follow-up submittals. Less complex projects may be approved to deviate from this requirement, which will be addressed in CDA's "Response to Project Initiation Letter". Tenant may be requested to conduct a 30% design level presentation to the CDA. This request will also be addressed in the CDA's "Response to Project Initiation Letter".

The Design Documents must illustrate and describe the refinement of the design of the Project and define the scope, relationships, forms, size and appearance of the Project by means of plans, sections, and elevations, typical sectional details, diagrams, and equipment layouts. The Design Documents must include specifications that identify major materials and systems, and establish, in general, their quality levels. Design Documents must also include all calculations, studies,

technical evaluations and other tasks as required to provide complete Design Documents. Consultant must ensure that all projects are in compliance with all local, state and federal requirements and codes.

All concession tenant projects are required to include an updated project schedule and cost estimate with each design submittal. All other tenant projects shall be required to provide schedule and cost information at the CDA's request.

Projects requiring building permits will require reviews with the Department of Buildings. Complex projects may require multiple reviews at various stages during the design process. These reviews are mandatory for more complex projects to familiarize the Department of Buildings with the project and to provide the project manager with productive input during the design process, thus avoiding issues later in the Design, Renovation & Construction Procedures permit review process. The Tenants must coordinate the schedule for these meetings early on in the design process.

All CDA design reviews require a minimum ten (10) working day review period plus an additional five (5) working days for consolidation of comments and responding back to the Tenant. The tenant will receive either a "reviewed as noted" or a "revise and resubmit" in the "Review and Conditions Letter". The letter will include the "Submittal Review Comments Form" spreadsheet containing all design review comments.

The Tenant is required to include responses to all review comments listed in the "Submittal Review Comments Form" spreadsheet, as well as any issues identified in the "Review and Conditions Letter", by CDA and any other reviewing agencies/departments. The spreadsheet column titled "Tenant Response" must be completed and accompany the next designated design submittal. The Tenant must also incorporate all review comments into the next designated design submittal. Failure to do so will affect the design review process.

Adjacencies:
Designs requiring any work in spaces outside the tenant's lease line needs to be clearly identified on all drawings, communicated to the CDA Point of Contact and, if applicable, coordinated with the tenant of the impacted space during the design phase of the project. Designs must also specify any items that need to be relocated by others such as advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.

Construction Components:
The components of construction including dumpster locations, phasing, haul routes of material to site and through terminal facility, required shutdowns of systems, and laydown/material storage areas should be coordinated to the best of the tenant's and designer's ability during the design phase. Due diligence should be taken to determine the exact locations of all system tie-ins, and to provide a design that requires minimal system shut downs in order to avoid the project being assessed multiple shut down fees. Work hours for the project must be included in the notes of the design submittal including work components planned for daytime versus work components planned for nighttime.

Barricades

Projects requiring barricades that are within the view of passengers in the terminal facility must adhere to the CDA Temporary Barricade Standard for each airport. Please select the link below for the current version of CDA's Barricade Standard for ORD and MDW. Barricade details (height, material, color, location) must be included on the demolition drawing of the design submittal for review and approval by the CDA. Any requested deviations to the standard must be highlighted in the design submittal and must be approved by the CDA. All barricade graphics must also be included in the design submittal for review and approval by CDA.

ORD Barricade Detail
MDW Barricade Detail

Projects requiring barricades outside the view of passengers are not required to adhere to the CDA standard but must still include the proposed barricade design on the demolition drawing of the design submittal for review and approval by the CDA during the design review process. Any deviations to the CDA standard must be highlighted to assist in the review process.

Sustainable Airport manual (SAM):

Included with each design submittal, the Tenant must also submit a Sustainable Airport Manual (SAM) Checklist. The relevant SAM chapter is Concessions & Tenants – Design & Construction which can be found along with all its supporting documentation at www.airportsgoinggreen.org/SAM.

Tenant and CDA Signage:

If the project includes new storefront and/or blade signage, the final design submittal must include side view renderings or photos, the sign location, the exact dimensions, and an elevation for review by CDA to ensure the signage meets the terminal specific requirements. Please note that if a sign permit is required, it can only be obtained by a licensed sign contractor. All storefront and blade signs, with and without electrical components, require a sign permit.

The Tenant must inform the CDA Point of Contact if the project requires CDA signage be removed, modified, or supplemented. A walk through with CDA will be scheduled to ensure CDA has adequate time to schedule the required signage work to occur during the construction phase. Please note that any CDA signage needing to be removed or relocated within the project area must be performed by CDA. If CDA signage is located within the project area, the Tenant must include in the construction documents that the contractor will adequately protect all CDA signage to ensure it is not damaged during construction.

FAA 7460:

A Federal Aviation Administration (FAA) Form 7460 (Notice of Proposed Construction or Alteration) may be required for certain projects that are expecting to use cranes or any other equipment that could impact the Airport Operations Area (AOA) due to its height. This should be confirmed with the FAA, and it is the responsibility of the Tenant to prepare and submit the Form 7460, if required, to the FAA. In addition to the Form 7460, the local FAA office also requires an FAA checklist and detailed site plan. For further information on this process, please contact the CDA Planning Office at (773) 894-6907 or (773) 686-3732. Select the link below to learn more

about the 7460 process, to complete the form, and for the FAA's contact information. Please note, this process takes approximately 45 days to complete.

FAA 7460 Form

Impacts to CDA Security:
The Tenants must notify the CDA Point of Contact if the project scope of work includes the removal, installation, deactivation, reactivation, or relocation of an access control device or boundary including perimeter fence, perimeter gate or checkpoint, or new openings (temporary or permanent) from the public area to the sterile area/airside, access control door, camera, alarm, or supporting hardware. If the scope of work includes any of these items, CDA Security must comply with TSA regulations. Conditions lasting less than 60 days require a TSA Change Condition, and conditions lasting 60 days or longer require a TSA Amendment. Both submittal processes require a TSA approval process of up to 45 days. Information on scope will be required by the Tenant to assist CDA Security with the process.

Step 3: Construction Document Approval.
Upon review of the 100% design submittal and a determination that the documents are complete to the 100% level, the CDA Coordinating Architect, Design and Construction, will issue a "Construction Document Approval" to the Tenant, including any outstanding issues that need to be incorporated into the documents and/or addressed. For those projects requiring a building permit, a letter will also be included addressed to the City of Chicago, Department of Buildings indicating the documents have been reviewed and are acceptable for beginning the permit application process.

After receiving the CDA's "Construction Document Approval" letter and completing all necessary construction document modifications required from the 100% design review, the Tenant may then apply for the required permits from the City of Chicago, and any other applicable state and federal authorities. The Tenant must coordinate the method, process and schedule for the permit application submittals. It is the Tenant's sole responsibility to follow-up on the permit issuance process.

The Chicago Department of Buildings is the department which conducts building inspections and processes and issues building permits. A list of work requiring a permit is located on the Department of Buildings website. Please note that if a sign construction permit is required, it can only be obtained by a licensed sign contractor.

All Chicago Department of Buildings permit applications and submittals are fully electronic via the City's online system "E-Plan" available at the following website: http://www.cityofchicago.org/buildings.

For work being performed at the terminal, the Description of Work on the permit must include the associated terminal (i.e. Terminal 2), the closest gate (i.e. E4) if applicable, the project name, and CDA project number.

CONSTRUCTION

Step 4: Preconstruction Meeting
Following completion of Steps 1-3, the construction phase of the process begins. The Tenant shall request a Preconstruction Meeting through the CDA as directed in the "Construction Document Approval" letter. Requests shall be submitted to the CDA in a single email with all required documentation, as listed below, attached:

- All required City, State and Federal Permits
- FAA approved 7460 Forms, if required
- 100% design submittal response to comments
    - CDA 100% Document Review Comments spreadsheet with completed responses by Tenant's architect/engineer
    - Transmittal letter or email to the CDA Coordinating Architect, Design and Construction, documenting that the comments have been sent
- Certificate of Insurance documenting that all appropriate insurance has been obtained. All City contractors and subcontractors must a copy of the Certificate of Insurance indicating the City of Chicago and its representatives as additional insured. Insured amounts should match requirements dictated in the tenant's lease documents.
- Contractor's Safety Representative documentation per the CDA Construction Safety Manual
    - Incident Notification Plan
    - Site Specific Safety Plan or Job Hazard Analysis
    - Dedicated On-Site Safety Professional
        - 3 year resume showing minimum of 3 year verifiable construction projects safety experience
        - 30 hour Occupational Safety and Health Administration (OSHA) card
        - Current Automated External Defibrillator (AED) / Cardiopulmonary Resuscitation (CPR) certification
- Construction schedule that includes: All phases from Permit Application through Construction Completion and Punchlist Walkthrough, including expected Department of Buildings inspections
- List of contractors/subcontractors with 24 hour phone numbers
- Compliance plan including Minority Business Enterprise (MBE)/Women-owned Business Enterprise (WBE) and City of Chicago residency requirements to the extent dictated in the tenant's lease
- Barricade Plan and elevation showing signage/graphics with dimensions
- Staging, dumpster location, and haul route
- Copy of ComEd electrical meter application if project requires a new electrical meter

The CDA will arrange a pre-construction meeting and notify the Tenant of the meeting time and location. Every project must have a construction manager assigned by the Tenant who attends the preconstruction meeting. The Tenant and construction team shall answer any outstanding questions and exchange documentation. The Tenant shall submit one (1) hardcopy of all submittals listed above in addition to one (1) full size hardcopy set of stamped approved building plans and one (1) PDF of stamped approved building plans. The Tenant must also state in the preconstruction meeting if this is the first project for the contractor or any subcontractors at ORD or MDW.

The Tenant must present the barricade graphic as approved by CDA during the design phase. If the size of the graphic precludes the Tenant from bringing it to the preconstruction meeting, the Tenant must provide proof that the graphic has been produced and is ready for installation. The barricade graphic must be installed within 24 hours of erecting the barricade.

During the pre-construction meeting, the CDA will assign a Point of Contact for the construction phase of the project who will either be a CDA employee or a designated representative. The CDA Point of Contact will act as the project tenant coordinator. All Tenant questions, coordination requests, changes in schedule, or adjacency/infrastructure impacts should be directed to the CDA Point of Contact.

No construction may begin until all required documentation has been submitted and reviewed by the CDA, and all required coordination is complete.

Processes for all required Airport ID Badges and permits must be completed for every employee and vehicle involved in the Project before work begins and should be substantially completed by the time of this meeting. All Tenant badging requests must be handled by CARE Plus (Chicago Airports Resources Enterprise Plus) as specified in the Security ID Badging section included in this document.

Step 5: Notice to Airport Users
For all tenant projects, the Tenant is required to submit a Notice to Airport User Form. The Tenant shall register or login to the online Notice to Airport Users Form at https://eforms.cityofchicago.org/uforms and create a project start up form indicating scope, start and completion dates. Additional user forms required during the course of construction will be discussed at the Pre-Construction Meeting. All User Forms must be submitted at least 3 days in advance of the anticipated start of work to allow adequate time for review. Select the link below to learn more about how to submit a Notice to Airport Users Form for O'Hare International Airport and Midway International Airport.

ORD Quick Reference Guide
MDW Quick Reference Guide

Step 6: Construction
All permits and the User Form shall be prominently displayed on the exterior of the barricade in a frame approved by the CDA. One full size stamped set of drawings and the original permit must be kept on site at all times for use by the CDA and the Chicago Department of Buildings during inspections.

During construction, contractors must request inspections by Ventilation, Electrical, Plumbing, and New Construction Department of Buildings Inspection Bureaus on all projects with issued building permits, regardless of scope, for both rough and final inspections. Failure to request these inspections may result in suspension or revocation of the permit and issuance of citations by the Chicago Department of Buildings for violation of licensing requirements against general and subcontractors. All rough and final inspections will conclude with the inspector signing the back of the original permit. If an inspector determines a walkthrough is not necessary or does not respond to the request for an inspection, the contractor must indicate on the back of the permit when the inspection was requested and the reason, if known, for an inspection not occurring.

Please note that the Department of Buildings assigned Chief Inspector for the project will not sign off on the permit if necessary inspections have not been completed.

Chicago Department of Buildings inspections shall be scheduled via the web-based, on-line inspection scheduling system at www.cityofchicago.org/buildings. All requests for rough and final Chicago Department of Buildings inspections should be requested fourteen (14) working days in advance.

If needed, you may also contact the Department of Buildings Inspection Bureaus by phone as listed below:

Ventilation Department – (312) 743-3573
Electrical Department – (312) 743-3622
Plumbing Department – (312) 743-3572
New Construction Department – (312) 743-3531

In addition, contractors must offer the terminal manager and building engineer an opportunity to perform an inspection at demolition, rough, and final phases. The Tenant shall contact the CDA Point of Contact for notification to the terminal manager and building engineer for demolition, rough and final inspections.

Demolition:
Once demolition is completed, the CDA terminal manager and the CDA building engineer shall be offered the opportunity to perform an inspection of the site prior to beginning construction. Please note that demolition and construction waste management

Rough Inspections:
All internal structural components and mechanical systems shall remain exposed for completion of the preliminary rough inspection by the appropriate inspectors. Drywall should be installed only upon verification of code compliance for any work performed on any altered structural and/or mechanical systems. In addition, while rough components and systems are exposed, the CDA terminal manager and the CDA building engineer shall be offered the opportunity to perform an inspection.

Final Inspections:
Once the rough inspection is approved and the balance of construction completed, a final inspection must also be performed by Chicago Department of Buildings inspectors from bureaus having jurisdiction over the related work. In addition, the CDA terminal manager, and the CDA building engineer shall be offered the opportunity to perform a final inspection.

Retail food establishments are required to provide a building license which triggers a health inspection to be conducted by the Chicago Department of Public Health. Concessions applying for a liquor license require a separate inspection coordinated by the Business Affairs and Consumer Protection Department, in addition to the Department of Buildings inspections.

During construction, the tenant shall submit monthly Chicago residency utilization reports per 2-92-330 of the Municipal Code of the City of Chicago to the extent dictated in the tenant's lease. All monthly reports shall be submitted to the assigned CDA point of contact.

Non-compliance with any of the "Conditions of Approval" listed in the "Submittal Review Comments Form" may be just cause for the CDA to order work stoppage until corrective measures are completed and compliance is obtained. Any cost or claims due to this work stoppage shall be borne by the contractor.

Step 7: Notification to the City of Substantial Completion.

Upon substantial completion and prior to opening/occupancy, the Tenant shall request a site inspection/punchlist walk through with the CDA Point of Contact as instructed during the pre-construction meeting. Attendees should include the Tenant's designer and contractor, the CDA terminal manager, the CDA building engineer, the CDA Point of Contact, and any other attendees identified during the preconstruction meeting. During the walkthrough, an oral punch list will be communicated followed within a week by a written punch list produced and distributed to all attendees by the Tenant. Documentation showing the completion of punchlist items must be submitted to the CDA Point of Contact within 30 days of the punchlist walkthrough. If additional time is needed, the Tenant must coordinate that request through the CDA Point of Contact.

If a Certificate of Occupancy is required, as determined by the City of Chicago Department of Buildings, it will need to be submitted to the CDA prior to any occupancy of the renovated or newly constructed space. It is the Tenant's responsibility to arrange for inspection by the Department of Buildings for the Certificate of Occupancy.

The Tenant shall close out the Notice to Airport Users Form by electronically attaching a PDF of the permit's front and back showing inspector sign-offs, by entering the substantial completion date, by entering the punchlist walkthrough date, and by entering the anticipated submittal of redlined drawings which must be within 30 days of the punchlist walk through. An automatic email reminder will be sent to the Tenant/Contractor if this information is not entered into the Notice to Airport Users Form on or before the scheduled substantial completion date.

The Tenant must also submit a final construction SAM Checklist at construction completion that incorporates information on final quantities, contractor submittals, and other SAM-related data that is incorporated during the construction phase. SAM checklists will be reviewed concurrently with the contract documents with the exception of the final construction submittal which is submitted by the Tenant and reviewed separately by the Sustainable Review Panel (SRP). Recognition in the form of a Green Airplane Certification will be awarded at completion of final checklist review.

CLOSEOUT

Step 9: As-Builts

The as-built documents (all required prints and electronic files) shall be transmitted to the CDA Coordinating Architect, Design and Construction, within ninety (90) days of substantial completion unless the CDA has formerly approved an alternate time frame. The items listed below are required to support maintenance of accurate facility records and future construction:

- One full-size hardcopy of final as-built drawings
- One CD/DVD of CAD files either in AutoCAD or Microstation format

- One CD/DVD of all image files in PDF format
- One PDF of the finalized SAM Construction Checklist
- One PDF of all O&M manuals for equipment being maintained by the CDA
- One PDF of the building permit (both sides) with all required rough and final inspection sign-offs
- One PDF of the preventative maintenance schedule listing the systems and equipment that require preventative maintenance, scope of maintenance to be performed, frequency, and which entity is responsible
- All concession tenant projects are required to include one PDF of the tenant certified statement detailing the final improvement cost including change orders. All other tenant projects shall be required to provide this information at the CDA's request.
- All concession tenant projects are required to include one PDF documenting the project's Minority Business Enterprise (MBE)/Women-owned Business Enterprise (WBE) participation as well as the City of Chicago residency. All other tenant projects shall be required to provide this information at the CDA's request.

SAFETY

All contractors and subcontractors and the work they perform are subject to the CDA Construction Safety Manual. The contractor's Safety Representative's credentials must comply with the requirements as outlined in the most recent CDA Construction Safety Manual and must be approved prior to beginning any work on the project. Copies of the Safety Representative's resume, OSHA card, AED/CPR card, Site Specific Safety Plan/Job Hazard Analysis (JHA), Incident Notification Plan and any other documentation as required by the CDA Construction Safety Manual must be submitted to CDA or its representatives at the Pre-Construction Meeting.

SECURITY ID BADGING

All companies conducting business at the Airport and having an operational need for access to the Secured Area, Security Identification Display Area (SIDA), Air Operations Area (AOA), and/or the Sterile Area must be properly registered as a "Tenant" in the Airport ID Badging and Access Control System, or be sponsored by a registered Tenant, before its employees may be issued ID Badges, and its vehicles issued airfield vehicle permits. Tenants that are companies servicing an existing Airport Tenant must be sponsored by that Airport Tenant. All companies must be in compliance with the CDA – Identification Badge Regulations and Practices containing Policies and Procedures and Rules and Regulations of the CDA.

Registration of companies as Tenants in the system, and employee screening/ID Badging procedures, are a lengthy, but mandatory process. The Tenant should keep this in mind when scheduling a project. Tenants are advised to begin this process at the earliest opportunity, become familiar with required procedures, and allow adequate lead time, to preclude delays. Tenants or their contractors must know all access codes for required door access prior to starting the badging process.

Airport ID badges, driving privileges, and airfield vehicle permits are as crucial to this process as are required construction permits. Tenants' failure to understand, or comply with, ID Badging and vehicle permit/operating regulations can impose significant and costly project delays.

Requirements, and detailed instructions, for obtaining required badges, driving privileges, and permits are provided in the CDA **Identification Badge Regulations and Practices** and in the

Ground Motor Vehicle Operation Regulations Manual. These documents are available on request from CDA. *See ID Badging website*: www.flychicago.com/badging

Tenants must review and understand these procedures thoroughly, before attempting to obtain badges, driving privileges, or vehicle permits. Companies must complete the Employer Information and Authorization Form to register as Tenants and designate an authorized Signatory (required if the Tenant is not already established as a Tenant in the ID Badging System). Signatories must be established in accordance with the rules defined in the Handbook, which typically requires 2 business days to accomplish upon submittal.

The Access Control and Photo ID Badge Application is required to register company employees.

The Company Vehicle Access Form-AIRFIELD must be completed to register the company vehicles.

NOTE: CARE Plus acts as "Tenant" for ID Badging purposes for those Tenants that are airfield construction companies under contract to the City. Such construction companies do not need to register as Tenants themselves but shall instead contact CARE Plus, and contact/proceed to ID Badging only as directed by CARE Plus. The above directives should be reviewed and understood before contacting CARE Plus.

CARE Plus may be reached at:

CARE Plus
P.O. Box 66790, AMF O'Hare
Chicago, IL 60666
Attn: Lisa Kleopa
(773) 894-3828
lkleopa@careplusllc.org

However, Tenants who already have established ID Badge accounts as Tenants shall continue to obtain ID Badges in the manner previously established.

Airport ID Badges and vehicle permits must be returned at the conclusion of each project.

ID Badges for Secured Areas

Any employee who works at the Airport and has operational duties requiring access to a Secured Area is required to obtain an ID badge. Requirements for obtaining an ID badge include the following: a successful completion of the Access Control and Photo ID Badge Application; favorable results of an FBI fingerprint-based Criminal History Records Check (CHRC); favorable results of a TSA Security Threat Assessment (STA); successful completion of the Security Identification Display Area (SIDA) training; and an understanding and commitment to follow federal and CDA regulations listed in the Handbook.

Depending on individual training and testing requirements, issuance of an individual employee badge typically requires a minimum of two visits, per applicant, with approximately 1-3 hours per visit, not including travel to CARE Plus and ID Badging. In addition, the required fingerprint-

based investigations CHRC and STA typically require a minimum of 10 business days, per employee, to accomplish.

Applicants seeking airfield-driving privileges within the Airport airfield perimeter (AOA or Secured Area) must be trained and tested and, therefore, must be thoroughly familiar with the Ground Motor Vehicle Operation Regulations Manual to obtain the driving privileges.

Airfield Vehicle Permits.

If a project involves driving on the airfield, all vehicles driven on the movement or non-movement area (ramp, service roads, runways and taxiways) must be properly insured and registered with the ID Badging Office. While in these areas, registered vehicles must have a valid Vehicle Permit sticker affixed to the lower left (driver's side) of the windshield of the vehicle. All documentation should be submitted at least 15 business days before the expiration or new issue date of the Vehicle Permit with a valid Certificate of Insurance covering the vehicles identified, with a minimum amount of $5,000,000 of vehicle liability insurance.

EXHIBIT P
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

AERO CHICAGO, LLC's GOAL STATEMENT ON COMMUNITY HIRING FOR CHICAGO RESIDENTS

Aero Chicago II, LLC, has committed to institute a Community Hiring Program for Chicago residents as it builds a world class cargo and aircraft ramp facility at Chicago's O'Hare Airport. One of its most important goals is the economic impact of the community hiring initiative to insure that Chicago residents receive the bulk of the hours to be worked constructing the Phase III Cargo Facility and the Tenant Infrastructure Improvements, provided that to the extent that the construction of the Taxilane NN Improvements are funded by the Federal Government, the construction of the Taxilane NN Improvements shall be exempt from a Community Hiring Program for Chicago residents. The general contractor and its sub-contractors will make "Best Efforts" to insure Aero Chicago II, LLC's workforce hiring goals are achieved.

The Aero Chicago II, LLC team will implement a plan which has been successfully utilized in adding "New Hires" on neighborhood projects, which will commit all contractors, as a pre-condition to being awarded a contract, to work with Aero Chicago II, LLC to achieve these goals .All contractors seeking to hire additional workers will be required to commit to a plan to use our Chicago referrals list of qualified union tradesman, apprentices, and laborers. The plan has the following elements:

A. Prior to award and mobilization each contractor will be required to submit (1) a Form 347 identifying their current workforce and (2) a Workforce Projection form identifying the number of City of Chicago residents on their workforce. The forms will also include specific projections for all new hires that the contractor will need for this project.

B. With the above data, Aero Chicago II, LLC, will be able to establish the total number of new hires that will be required.

C. Aero Chicago II, LLC will request that 100% of all new hires needed by our contractors be Chicago residents and if we can achieve this goal the percentage of Chicago achievements should increase by 10%.

D. One criteria for awarding a contract to a contractor will be the number of Chicago residents currently on its workforce. In addition, every contractor will be requested to maximize the use of its current staff residing in Chicago to work on the project.

E. "No Gate" hiring will be allowed on this project. All new positions will be made available for our Community Hiring Program.

F. The parties acknowledge that, in connection with construction, Tenant has already performed, an outreach conference targeting Chicago residents in the construction trades to help establish a database for the contractors who will be seeking new hires.

G. Aero Chicago II, LLC will work with the City of Chicago's Workforce Development Department, The Chicago Housing Authority, the City Colleges of Chicago and community advocacy groups who regularly work with and supply referral candidates, to identify Chicago residents who have construction skills.

H. Aero Chicago II, LLC will closely monitor all contractors' efforts and will continually enlist the general contractor's support in encouraging all contractors to adhere to our Community Hiring Program commitments.

Due to the project's proximity to suburban communities surrounding O'Hare, Aero Chicago II, LLC understands that its goal for the Community Hiring Program for Chicago residents will be challenging. Nevertheless, Aero Chicago II, LLC commits to work with the City of Chicago Department of Aviation and with our team of contractors to achieve our goal of 100% of all new hires being Chicago residents.

Finally, Aero Chicago II, LLC's goal to exceed the mandated goals for MBE/WBE participation provides us with an additional opportunity to achieve our goals for the Community Hiring Program for Chicago residents since, as a condition to awarding contracts to these firms, they will be required to maximize the Chicago residents' portion of their workforce .

Aero Chicago II, LLC commits to create as many jobs as possible for Chicago residents and it hopes that these efforts will be viewed by the Chicago Department of Aviation as a "Model" project and that the .Phase II Cargo Facility will set the standard that we expect to be a benchmark for the development of our future cargo facility phases at O'Hare Airport.

Your comments, critiques and embellishment to our Program are expected and appreciated.

EXHIBIT Q
(to Aero Chicago II, LLC Phase III Cargo Facility Lease)

DEPICTION AND LIST OF STRUCTURAL CONTROLS

MATTHEW J. O'SHEA
ALDERMAN, 19TH WARD
10400 S. WESTERN AVE.
CHICAGO, ILLINOIS 60643
TELEPHONE: (773) 238-8766
EMAIL: ward19@cityofchicago.org

CITY COUNCIL
CITY OF CHICAGO
COUNCIL CHAMBER
CITY HALL – ROOM 200
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60802
TELEPHONE: (312) 744-2679

COMMITTEE MEMBERSHIPS
AVIATION
(CHAIRMAN)
BUDGET AND GOVERNMENT OPERATIONS
RULES AND ETHICS
EDUCATION AND CHILD DEVELOPMENT
FINANCE
LICENSE & CONSUMER PROTECTION
PUBLIC SAFETY
ZONING, LANDMARK & BUILDING STANDARDS

January 28, 2021

To the President and members of the City Council:

Your Committee on Aviation, for which a virtual meeting was held January 25, 2021 to consider the following ordinance. Second amendment to Phase I lease, first amendment to Phase II lease, first amendment to fuel farm lease and Phase III lease agreement with Aero Chicago, Aero Distribution and Aero Chicago II for cargo facility operations at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred unanimously by a viva voce vote of the members of the committee, with no dissenting votes.

Sincerely,

Matthew J. O'Shea
Chairman, Committee on Aviation

AVIAT

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 22, 2020

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a lease agreement with Aero Chicago II, LLC at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Lori E. Lightfoot

Mayor

APPROVED

CORPORATION COUNSEL

DATED: 2/2/21

APPROVED

MAYOR

DATED: 2/2/21