



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: F2018-24, **Version:** 1

Department of Finance

CITY OF CHICAGO

April 11, 2018

ro
co

Andrea M. Valencia City Clerk
121 North LaSalle Street City Hall-Room
107 Chicago, Illinois 60602

RE: City of Chicago
Chicago O'Hare International Airport Senior Special Facility Revenue Bonds (TrIPs Obligated
Group), Series 2018, (the "Bonds")

Dear Ms. Valencia:

Attached is the Certificate Pursuant to Bond Ordinance which is required to be filed with your office pursuant to Section 9 (c) of the ordinance adopted by the City Council of the City of Chicago (the "City Council") on February 28, 2018. Executed copies of the Official Statement and Bond Purchase Agreement for the Bonds are also included.

Please direct this filing to the City Council.

Chief Financial Officer
121 NORTH LASALLE STREET, SUITE 700, CHICAGO, ILLINOIS 60602

Very truly yours,

CERTIFICATE PURSUANT TO BOND ORDINANCE

Pursuant to the provisions of the ordinance adopted by the City Council of the City of Chicago (the "City") on February 28, 2018 (the "Bond Ordinance"), authorizing the issuance of the City of Chicago Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TrIPs Obligated Group), Series 2018, the undersigned, CAROLE L. BROWN, the duly qualified and acting Chief Financial Officer of the City, hereby certifies as follows:

a) Except as otherwise defined herein, all defined terms contained in this Certificate shall have the same meanings, respectively, as such terms are defined in the Bond Ordinance.

b) Pursuant to Sections 5(c) and 5(e) of the Bond Ordinance, the undersigned Chief Financial Officer has determined that the Bonds (as hereinafter defined) shall be issued in an aggregate principal amount of \$119,735,000 and in a single series, such series to be designated City of Chicago Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TrIPs Obligated Group), Series 2018 ("Bonds"), and that the Bonds shall be dated, bear interest and mature, as set forth in the "Schedule of Maturities" attached here to as Exhibit A and shall be subject to optional and mandatory redemption as provided in the Indenture.

c) Pursuant to Section 6 of the Bond Ordinance, the net proceeds of the sale of the Bonds shall be applied in the manner and amounts as described in Exhibit B attached hereto, entitled "Application of Proceeds."

d) Pursuant to Sections 3 and 5(e) of the Bond Ordinance, the undersigned Chief Financial Officer has determined, with the concurrence of the Vice-Chairman of the Committee on Finance of the City Council, that the aggregate purchase price for the Bonds shall be \$129,249,609.67 (reflecting a par value of \$119,735,000 less an Underwriters' discount of \$805,873.23 plus an original issue premium of \$10,320,482.90), and on behalf of the City has executed and delivered a Bond Purchase Agreement, dated March 28, 2018, between the City and Goldman Sachs & Co. LLC as representative of the underwriters as listed therein (the "Bond Purchase Agreement").

e) Pursuant to Section 9(c) of the Bond Ordinance, delivered herewith for filing with the office of

the City Clerk is one copy of the Official Statement dated March 28, 2018 relating to the Bonds and an executed copy of the Bond Purchase Agreement to be filed as soon as practicable after the delivery of the Bonds.

f) Pursuant to Section 5(e) of the Bond Ordinance, the redemption provisions set forth in the Trust Indenture are hereby approved.

JM JO :!0!_JG

JM JO :!0!_JG [SIGNATURE

PAGE FOLLOWS] SC ^ WeJ 11 ^ 8!0Z

IN WITNESS WHEREOF, the undersigned has hereunto subscribed her official signature this 11th day of April, 2018.

Carole L. Brown Chief Financial Officer

Exhibit A Schedule of Maturities

Bond	Maturity Date	Interest Rate	CUSIP
R2018-1	July 1,2033	5%	167590EY0
R2018-2	July 1,2038	5%	167590EZ7
R2018-3	July 1,2048	5%	167590FA1

1

Exhibit B Application of Proceeds

The proceeds of sale of the Bonds shall be paid or applied as follows:

i) \$122,000,000.00 to the Series 2018 Reimbursement Account of the Series 2018 Bond Proceeds Fund and used to reimburse the Borrowers for the cost of the acquisition, construction, equipping and/or improving the Project Facilities pursuant to certificate of the Borrowers delivered on the Date of Delivery of the Series 2018 Bonds;

ii) \$965,359.67 to the Series 2018 Cost of Issuance Account of the Series 2018 Bond Proceeds Fund and used to pay Issuance Costs pursuant to a certificate of the Borrowers delivered on the Date of Delivery of the Series 2018 Bonds; and

(iii) \$6,284,250.00 to the Senior DSR Account of the Debt Service Reserve Fund.

Execution Copy

Bond Purchase Agreement

SI 19,735,000

**CITY OF CHICAGO CHICAGO O'HARE INTERNATIONAL
AIRPORT SENIOR SPECIAL FACILITIES REVENUE BONDS
(TRIPS OBLIGATED GROUP), SERIES 2018**

March 28, 2018

City of Chicago
Department of Finance
121 North LaSalle Street, 7th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer

Ladies and Gentlemen:

The undersigned, Goldman Sachs & Co. LLC (the "Representative"), on behalf of itself and Loop Capital Markets, LLC (collectively, the "Underwriters"), hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with the City of Chicago (the "City"), and approved and agreed to by Transportation Infrastructure Properties, LLC, as group representative (the "Group Representative") for the Obligated Group (defined herein), acting in its capacity as the representative for the Members of the Obligated Group identified on Schedule I hereto (together with their respective successors and assigns, each a "Member" and collectively, the "Obligated Group"), and Aero Chicago, LLC and Aero Chicago Distribution Infrastructure, LLC (together, the "Borrowers") for the purchase by the Underwriters, and sale by the City, of all but not less than all of \$119,735,000 of the City's Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TriPs Obligated Group), Series 2018 (the "Bonds"). This offer is made subject to the acceptance and approval of the City, the Representative (on behalf of the Underwriters), the Group Representative and the Borrowers, evidenced by the signature of a duly authorized officer of the City, the Representative (on behalf of the Underwriters), the Group Representative and the Borrowers in the space provided below, on or before 5:00 P.M., Chicago time on the date hereof, and upon such acceptance and approval this Agreement shall be in full force and effect in accordance with its terms and shall be binding on the City, the Obligated Group, the Borrowers and the Underwriters. Simultaneously with the execution hereof, there shall be delivered to the City and the Representative a Letter of Representation attached hereto as Exhibit A (the "Letter of Representation") executed by the Group Representative and the Borrowers.

The Representative is authorized, and hereby represents and warrants that it is authorized, to act as

Representative of the Underwriters and to execute this Agreement and has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Agreement. Each Underwriter hereby severally represents to the City that it is registered and in

1

130450974

good standing under the Securities Exchange Act of 1934, as amended (the "1934 Act"), as a municipal securities dealer.

The primary role of the Underwriters is to purchase the Bonds, for resale to investors, in an arm's-length commercial transaction between the City and the Underwriters. The Underwriters have financial and other interests that differ from those of the City.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Preliminary Official Statement, as defined herein.

1. Agreement to Sell and Purchase.

1) Upon the terms and conditions and based upon the representations, warranties and covenants herein set forth, the Underwriters, jointly and severally, hereby agree to purchase from the City and the City hereby agrees to sell to the Underwriters: the Bonds at a price equal to \$129,249,609.67 (which represents the aggregate principal amount of the Bonds less an Underwriters' discount of \$805,873.23 and plus original issue premium of \$10,320,482.90)(the "Purchase Price").

2) It shall be a condition to the City's obligation to sell and deliver the Bonds that all the Bonds be purchased and paid for by the Underwriters at the Closing (as defined in Section 2 hereof) and a condition to the Underwriters' obligation to purchase and pay for the Bonds that all Bonds be issued, sold and delivered by the City at the Closing.

2. Closing. Subject to the conditions set forth in this Agreement, the closing (the

"Closing") of the sale of the Bonds by the City and the purchase of the Bonds by the

Underwriters, shall take place at approximately 10:00 a.m., Chicago time, on April 11, 2018, at

the offices of Greenberg Traurig, LLP, Chicago, Illinois (or at such other time, date and place as

the City and the Representative mutually agree).

1) At the Closing, the City shall deliver or cause to be delivered to The Depository Trust Company ("DTC") in New York, New York, as securities depository, for the account of the Underwriters one fully registered certificate for each interest rate and maturity of the Bonds of each Series in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee for DTC.

2) Upon delivery of the Bonds to the Representative at the Closing, the documents as set forth in Section 10 hereof will be delivered to the City and the Underwriters.

3) (3) The Representative will accept delivery of the Bonds and pay the Purchase Price therefor at

the Closing by delivering federal funds checks or making federal funds wire transfers or otherwise confirming deposits of same day funds, as the City shall direct, to the City's account at a bank specified by the City, in an aggregate amount equal to the purchase price of the Bonds pursuant to Section 1 hereof.

3. Bond Authorization. The Bonds are authorized by an ordinance of the City adopted by the City Council of the City (the "City Council") on February 28, 2018 (the "Ordinance"), and the Bonds will be issued pursuant to and secured by a Trust Indenture dated as

2

13U450974 . '

of April 1, 2018 (the "Trust Indenture"), by and between the City and The Bank of New York Mellon Trust Company, National Association as bond trustee (the "Bond Trustee"). The Bonds will mature, bear interest and have such other terms and conditions as are set forth on Schedule II hereto.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the Trust Indenture. The payment of debt service on the Bonds shall be a special limited revenue obligation of the City. Debt service on the Bonds is payable by the City solely from (x) payments required to be made by the Borrowers under a Loan and Security Agreement dated as of April 1, 2018 (the "Loan Agreement"), by and among the City and the Borrowers, (y) amounts held in certain funds established pursuant to the Trust Indenture and (z) payments made by the Obligated Group pursuant to the Senior Master Indenture Promissory Note, Series 2018-1 (the "2018 Senior Note"), issued under a Second Supplemental Master Trust Indenture ("Supplement No. 2"), dated as of April 1, 2018, which supplements the Master Trust Indenture (Security Agreement), dated as of September 1, 2012, as supplemented and amended (the "Master Indenture"), between the Group Representative on behalf of the Obligated Group and Wells Fargo Bank, National Association, as master trustee or its successors as master trustee thereunder (the "Master Trustee"). The Bonds shall be further secured by an assignment of the right, title and interest of the City in the Loan Agreement to the extent and as more particularly described in the Trust Indenture. The obligations of each Member under the Master Indenture are further secured by a leasehold mortgage or deed of trust on all or a portion of such Member's leasehold interest in certain facilities located throughout the United States (each a "Facility" and, collectively, the "Facilities"), from such Member to the Master Trustee (each a "Mortgage" and, collectively, the "Mortgages") and a pledge of the Gross Revenues (as defined in the Master Indenture) of each Member of the Obligated Group. Simultaneously with the delivery of the Bonds, the Borrowers will deliver to the Master Trustee mortgages for the Chicago O'Hare facilities (the "Chicago Mortgages") as further security for the obligation under the Master Indenture.

The proceeds of the Bonds will be used to (a) finance or refinance the acquisition, construction, equipping and/or improving of facilities located at Chicago O'Hare International Airport, Chicago, Illinois, leased to the Borrowers, (ii) fund a deposit to the Debt Service Reserve Fund for the Bonds, and (iii) pay certain costs of issuance of the Bonds.

4. The Preliminary Official Statement and the Official Statement.

(1) The City, the Borrowers and the Obligated Group hereby consent to and confirm the prior use by the Underwriters of the Preliminary Official Statement (in printed or electronic form) dated as of March 20, 2018 (the "Preliminary Official Statement"), in connection with the public offering of the Bonds by the Underwriters, and further confirm the authority of the Underwriters to use, and consents to the use of, a final

Official Statement (in printed or electronic form) with respect to the Bonds, to be dated as of the date hereof, and any amendments or supplements thereto that shall be approved by the City, the Representative, the Borrowers and the Group Representative (as so amended and supplemented, the "Official Statement") in connection with the public offering and sale of the Bonds. The Borrowers and the Obligated Group hereby represent and warrant that the Preliminary Official Statement was "deemed final" by the Borrowers and the Obligated Group as of its date for purposes of Rule

3

13U450974 .

15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission of the United States (the "SEC") under the 1934 Act except for the omission of such information as is specified in Rule 15c2- 12(b)(1). The City hereby represents and warrants that the City Information (as defined below) in the Preliminary Official Statement was "deemed final" by the City as of its date for purposes of Rule 15c2-12 except for the omission of such information as is specified in Rule 15c2-12(b)(1).

2) The City, the Borrowers and the Members of the Obligated Group shall provide, or cause to be provided, to the Underwriters at the sole cost and expense of the Obligated Group, no later than seven (7) Business Days after the date hereof, ten (10) executed counterparts of the Official Statement, and conformed copies of a final Official Statement in "designated electronic format" (as defined in MSRB Rule G-32) and in sufficient quantity as determined by the Underwriters to permit the Underwriters to comply with Rule 15c2-12, and other applicable rules of the SEC and the Municipal Securities Rulemaking Board (the "MSRB").

3) The City, the Borrowers and the Members of the Obligated Group hereby authorize the Underwriters to file the Official Statement with the MSRB's Electronic Municipal Market Access ("EMMA") system.

5. Amendments to Official Statement. No amendment or supplement to the Official Statement shall be made without the approval of the City, the Representative, the Borrowers and the Group Representative, which approval shall not be unreasonably withheld or delayed. If, during the period between the "end of the underwriting period" (as defined in Rule 15c2-12) and the time when the Official Statement is available to any person from the MSRB,, but in no case less than twenty-five (25) days following the "end of the underwriting period," any event shall occur as a result of which, in the Representative's judgment, it is necessary to amend or supplement the Official Statement so that it does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Obligated Group, with the cooperation and approval of the City, will, at the Representative's request, but solely at the expense of the Obligated Group, cooperate in the preparation of an amendment or supplement to the Official Statement so that the statements in the Official Statement, as so amended or supplement, will not, in light of the circumstances under which they were made, be misleading. The City will be required to prepare and furnish amendments or supplements relating only to the City Information contained in the Official Statement. For purposes of this Agreement, the "end of the underwriting period" shall mean the earlier of the Closing, unless the City and the Group Representative have been notified to the contrary by the Representative on or prior to the Closing, or the date on which the "end of the underwriting period" for the Bonds has occurred under Rule 15c2-12.

6. Establishment of Issue Price.

(1) The Representative on behalf of the Underwriters agrees to assist the City in establishing the issue

price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriters, the City and

4

1304509.74

Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

2) The City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Representative shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriters agree to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

3) The Underwriters confirm that they have offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. Schedule II also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriters agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the City when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

4) The Underwriters confirm that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the

public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriters that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriters. The City acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of

5

130450974 -.

each underwriter to comply with the hold-the-offering-price rule , if applicable, as set forth in the agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Representative shall not be liable for the failure of any Underwriters, any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(5) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to the Underwriters shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- i) "public" means any person other than an underwriter or a related party,
- ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

130450974-

7. Representations, Warranties and Covenants of the City. The City represents and warrants to the Underwriters as of the date hereof that:

1) The City is a municipal corporation and home rule unit of local government, existing under the Constitution and laws of the State of Illinois (the "State").

2) The City Council has: (i) duly adopted the Ordinance, which remains in full force and effect; (ii) duly approved the execution and delivery of the Trust Indenture; (iii) duly approved the execution and delivery of the Loan Agreement; (iv) duly authorized the use of the Preliminary Official Statement prior to the date hereof in connection with the public offering and sale of the Bonds and duly authorized the execution, delivery and distribution of the Official Statement in connection with the public offering and sale of the Bonds; (v) duly authorized and approved the execution and delivery of the Bonds and (vi) duly authorized and approved the execution and delivery of this Agreement.

3) The City has full legal right, power and authority to: (i) adopt the Ordinance; (ii) execute and deliver this Agreement, the Trust Indenture, the Loan Agreement and the Official Statement; (iii) issue, sell and deliver the Bonds to the Underwriters pursuant to the Ordinance, the Trust Indenture, the Loan Agreement and as provided in this Agreement; and (iv) pay for the Bonds from the sources pledged under the Ordinance, the Trust Indenture and the Loan Agreement for their payment.

4) The adoption of the Ordinance and compliance with the provisions thereof do not, and the execution and delivery of this Agreement, the Trust Indenture, the Loan Agreement and the Official Statement will not, in any material manner, violate any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof or of the United States of America (the "United States") or of any department, division, agency or instrumentality thereof, or any applicable judgment or decree to which the City is subject, or conflict with, in a material manner, or constitute a material breach of, or a material default under, any ordinance, agreement or other instrument to which the City is a party or is otherwise bound.

5) All approvals, consents and orders of, and filings (except, if any, under applicable state "blue sky" laws) with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations under this Agreement, the Ordinance, the Trust Indenture, the Loan Agreement, and the Bonds have been obtained or made.

6) The statements and information contained in the Preliminary Official Statement, as of its date and the date hereof, and the Official Statement, as of the date hereof, under the captions "THE CITY" and "CHICAGO O'HARE INTERNATIONAL AIRPORT" in the Preliminary Official Statement (the "City Information") are true and correct in all material respects, and the City Information in the Preliminary Official Statement and the Official Statement does not contain an untrue statement of a material fact or omit any statement or information concerning the City which is necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect.

130450974

7) The Ordinance, the Trust Indenture, this Agreement and the Loan Agreement, when duly executed and delivered by the parties thereto, as appropriate, will constitute legal, valid and binding obligations of the City enforceable in accordance with their terms (except to the extent that enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally).

8) When delivered to the Representative, and paid for by the Underwriters at the Closing in accordance with the provisions of this Agreement, the Bonds will be duly authorized, executed and delivered and will constitute legal, valid and binding obligations of the City enforceable in accordance with their terms (except to the extent that enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally).

9) At the sole cost and expense of the Obligated Group, the City will endeavor to furnish such reasonable information, execute such reasonable instruments and take such other reasonable action in cooperation with the Underwriters, as the Underwriters may reasonably request in endeavoring (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided, however, that in no event shall the City be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject.

10) Except as disclosed in the Official Statement, there is no action, suit or proceeding, at law or in equity, or before or by a court, public board or body, pending or, to the City's knowledge, threatened, against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the validity or enforceability of the Bonds, the Ordinance, the Trust Indenture, the Loan Agreement or this Agreement or (ii) the excludability from federal income taxation of the interest on the Bonds under the Internal Revenue Code of 1986, as amended (the "Code").

11) Any certificate signed by any Authorized Officer of the City and delivered to the Representative at the Closing in connection with the issuance or sale of the Bonds shall be deemed to be a representation and warranty by the City to the Underwriters as to the statements made therein as of the date so delivered.

12) The City acknowledges and agrees that; (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Underwriters in which the Underwriters are acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriters have financial and other interests that differ from those of the City; and (iv) the City has consulted its own legal, account, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

130450974..

(13) If, between the date of this Agreement and twenty-five (25) days following the "end of the underwriting period," an event occurs, of which the City has actual knowledge, which might or would cause the City Information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the City will notify the Representative, the Borrowers and the Group Representative, and if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Group Representative and the Representative to prepare and furnish to the Borrowers, the Representative and the Obligated Group (at the expense of the Obligated Group) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

It is specifically understood and agreed that the City has not made and does not intend to make any inquiry concerning the financial position or condition of the Borrowers or the Obligated Group or any Member thereof or the economic feasibility of the Facilities of the Borrowers or the Obligated Group for the purpose of the sale of the Bonds. The City makes no representations as to the financial condition or the economic feasibility of the Facilities of the Borrowers or the Obligated Group and makes no representation or warranty with respect to any of the statements (financial or otherwise), representations or certifications made or furnished, or to be made and furnished, by the Borrowers or the Obligated Group or their accountants or consultants in the Preliminary Official Statement and the Official Statement or otherwise in connection with the public sale of the Bonds or as to the correctness, completeness or accuracy of such statements, representations or certifications.

The City makes no representation, warranty, or covenant regarding the exemption of interest on the Bonds from federal or state income taxation, except to the extent provided in the Arbitrage and Tax Matters Certificate (the "Tax Certificate") dated the date of Closing, by and among the City and the Borrowers.

The execution and delivery of this Agreement by the City shall constitute a representation by the City to the Underwriters that the representations and agreements contained in this Section are true as of the date hereof; provided, however, that (1) as to information furnished by the Borrowers and the Obligated Group pursuant to this Agreement or the Letter of Representation, the City is relying solely on such information in making the City's representations and agreements, and as to all matters of law the City is relying on the advice of Co-Bond Counsel; and provided further, that no alderman of the City nor official, officer, agent or employee of the City shall be individually liable for the breach of any representation, warranty or agreement contained herein, and (2) the liability of the City and of each alderman, official, officer, agent or employee is limited as set forth in Section 14 hereof.

8. Reliance and Further Conditions of the Underwriters. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of

the City herein, the representations, warranties and agreements of the Obligated Group and the Borrowers under the Letter of Representation, and the performance by the City, the Borrowers and the Obligated Group of

its respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriters' obligations under this Agreement are and shall be subject to the following further condition that at the time of the Closing, the Letter of Representation, the Ordinance, the Trust Indenture, the Loan Agreement and this Agreement shall be in full force and effect and the Ordinance and the Official Statement shall not have been amended, modified or supplemented except, with respect to the Official Statement as may have been agreed to pursuant to Section 5 hereof, and the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinions of Greenberg Traurig, LLP and Chico & Nunes, P.C., ("Co-Bond Counsel") shall be necessary in connection with the transactions contemplated hereby and thereby.

9. Termination of Agreement.

(1) The Underwriters shall have the right to cancel their obligations to purchase the Bonds and have the further right to terminate this Agreement, without liability therefor, by written notice to the City from the Representative, if, between the date hereof and the Closing:

i) legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof or shall have been introduced and favorably reported for passage to either House by any committee of such House to which such legislation had been referred for consideration, or a decision shall have been rendered by or adopted by either House or a decision by a court of the United States or the United States Tax Court or an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with respect to federal income taxation upon interest received on obligations of the general character of the Bonds which, in the Representative's reasonable opinion, does materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds, or

ii) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Bonds or any comparable securities of the City, any obligations of the general character of the Bonds, the Trust Indenture, the Master Indenture, or the Continuing Disclosure Agreement dated the date of Closing, by and between the Borrowers and Digital Assurance Certification, L.L.C. (the "Continuing Disclosure Agreement"), are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "Securities Act") or of the Trust Indenture Act of 1939, as amended and as then in effect, or otherwise (the "Trust Indenture Act"), or would be in violation of any provision of the federal securities laws.

iii) there shall have occurred any event which in the Representative's reasonable opinion, after consultation with its legal counsel, makes the Official Statement

cither (A) contain an untrue statement of a material fact or (B) omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in any material respect, and (a) the City or the Obligated Group, as the case may be, fails to prepare or furnish or fails to cause to be prepared or furnished to the Underwriters an amendment or supplement to the Official

Statement, pursuant to Section 5 hereof, which will amend or supplement the Official Statement so that, as amended or supplemented, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in a material respect, or (b) the effect of the Official Statement as so supplemented is, in the reasonable opinion of the Representative, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), of the Bonds by the Underwriters, or

iv) there shall be in force a general suspension of trading on The New York Stock Exchange, Inc., or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on The New York Stock Exchange, Inc., whether by virtue of a determination by that Exchange or by order of the SEC or any other governmental authority having jurisdiction, or any national securities exchange shall have imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations, or

v) a general banking moratorium shall have been declared by either federal, State or New York authorities having jurisdiction and be in force, or

vi) any legislation, ordinance, rule or regulation shall be enacted by the City or State, or any department or agency thereof, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Representative, would have a material adverse effect on the market price or marketability of the Bonds, or

vii) a war involving the United States, an outbreak or escalation of or adverse development in hostilities or terrorist activities or other national or international calamity or crisis shall have occurred which, in the reasonable opinion of the Representative, materially adversely affects the market price or marketability of the Bonds, or

viii) there shall be any proceeding or threatened proceeding by the SEC against the City, the Borrowers or any Member of the Obligated Group and such proceeding or threatened proceeding, in the reasonable opinion of the Representative, materially adversely affects the market price or marketability of the Bonds, or

ix) there shall have been any material adverse change in the affairs of the Borrowers or the Obligated Group that in the Underwriters' reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

x) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by The New York Stock Exchange, Inc., the SEC, any other federal or State of New York agency or the Congress of the United States, or by Executive Order; or

xi) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing, including the Securities Act, the 1934 Act, and the Trust Indenture Act.

10. Closing Conditions.

(1) At or prior to the Closing, the Underwriters and the City shall have received the following documents, in each case satisfactory in form and substance to the Underwriters and the City:

i) Executed copies of the Trust Indenture, the Loan Agreement, the Letter of Representation, the Tax Certificate, this Agreement, the Continuing Disclosure Agreement and the Master Indenture, together with Supplement No. 2 and the 2018 Senior Note, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements from the forms submitted on the date hereof as may have been agreed to in writing by the Underwriters;

ii) Executed copies of the Withdrawal and Joinder Agreement dated the date of Closing, by and among the Borrowers, Aero Manchester I, LLC, Aero Boylston, LLC, DFW FEE, LP, Aero Greensmor, LP, Aero New Orleans 7 Owner, LLC and Aero Phil FE, LLC and the Group Representative as required pursuant to Section 10.1 of the Master Indenture;

iii) An approving opinion of Co-Bond Counsel, addressed to the City, together with a reliance letter of Co-Bond Counsel addressed to the Representative on behalf of the Underwriters, dated the date of Closing in substantially the form set forth in APPENDIX I to the Official Statement;

iv) A supplemental opinion of Co-Bond Counsel, dated the date of Closing, addressed to the Representative on behalf of the Underwriters, and the City, in form acceptable to the City and the Representative;

v) The opinion of Corporation Counsel, counsel to the City, dated the date of Closing, addressed to the Representative on behalf of the Underwriters, in form acceptable to the Representative;

130450974

vi) The opinion, dated the date of the Closing and addressed to the Representative on behalf of the Underwriters, of Katten Muchin Rosenman LLP, New-York, New York, as counsel for the Underwriters ("Underwriter's Counsel"), in form and substance satisfactory to the Representative;

vii) The opinion of Charity & Associates, P.C., Special Disclosure Counsel to the City, dated the date of Closing, addressed to the City and the Representative on behalf of the Underwriters in form acceptable to the City and the Representative;

viii) The opinion Greenberg Traurig, LLP, counsel to the Obligated Group in form and

substance acceptable to the City and the Representative;

ix) The opinion of Greenberg Traurig, LLP, counsel to the Borrowers in form and substance acceptable to the City and the Representative;

x) A bring down substantive non-consolidation opinion of Greenberg Traurig, LLP as counsel to the Obligated Group, in form and substance acceptable to the City and the Representative;

xi) The no-adverse effect opinion of Greenberg Traurig, LLP pursuant to Section 10.1(c)(iii) of the Master Indenture;

xii) The opinion of Greenberg Traurig, LLP pursuant to Sections 10.1(b) and 3.2(d) of the Master Indenture;

xiii) The Tax Certificate;

xiv) A certificate, dated the date of Closing and signed by an Authorized Officer of the City, to the effect that (A) the representations and agreements of the City contained in Section 7 of this Agreement are true and correct with the same effect as if made on the Closing and (B) the City has fulfilled or performed each of its obligations contained in the Ordinance, the Trust Indenture, the Loan Agreement and this Agreement required to be fulfilled or performed by it as of the Closing;

xv) A certificate, dated the date of Closing, signed by an Authorized Officer of the Bond Trustee, in form and substance reasonably satisfactory to the Underwriters;

xvi) A certificate of the Chief Financial Officer of the Group Representative on behalf of the Obligated Group or other Authorized Officer acceptable to the Representative dated the date of Closing, setting forth that:

a) since the date of the Letter of Representation, no material adverse change has occurred which has not been disclosed in the Official Statement;

b) since the date of the Letter of Representation, the Obligated Group has not incurred any material liabilities other than in the ordinary course of business which have not been disclosed in the Official Statement;

c) no litigation is pending or, to the knowledge of such officer, threatened against the Obligated Group or any Member thereof (a) to restrain or enjoin the issuance or delivery of the Bonds by the City or the collection of Gross Revenues pledged under the Master Indenture or the collection of payments under the Loan Agreement pledged to the Bond Trustee under the Trust Indenture, (b) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Trust Indenture, the Loan Agreement, the Master Indenture, Supplement No. 2, the 2018 Senior Note, the Mortgages, the Tax Certificate, the Continuing Disclosure Agreement, this Agreement or the Letter of Representation, or (c) in any way contesting the existence or powers of any Member of the Obligated Group;

d) no event affecting the Obligated Group has occurred since the date of this Agreement which either makes untrue or incorrect as of the Closing any statement or information provided to the City and the Underwriters by the Obligated Group pursuant to Paragraph C(9) of the Letter of Representation or is not reflected in such statements or information but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and

e) the (A) representations and warranties made by the Obligated Group, as applicable, in the Letter of Representation are true and correct as of the Closing, provided that, as to the representations contained in the Letter of Representation, references to "the date hereof shall be deemed to be to the Closing and (B) Obligated Group has fulfilled or performed each of its obligations contained herein or in the Letter of Representation required to be fulfilled or performed by it as of the Closing;

(xvii) A certificate of the Chief Financial Officer of each of the Borrowers or other Authorized Officer acceptable to the Representative dated the date of Closing, setting forth that:

a) since the date of the Letter of Representation, no material adverse change has occurred which has not been disclosed in the Official Statement;

b) since the date of the Letter of Representation, the Borrowers have not incurred any material liabilities other than in the ordinary course of business which have not been disclosed in the Official Statement;

c) no litigation is pending or, to the knowledge of such officer, threatened against the Borrowers (a) to restrain or enjoin the issuance or delivery of the Bonds by the City or the collection of Gross Revenues pledged under the Master Indenture or the collection of payments under the Loan Agreement pledged to the Bond Trustee under the Trust Indenture, (b) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Trust Indenture, the Loan Agreement, the Master Indenture, Supplement No. 2, the 2018 Senior Note, the Chicago Mortgages, the Tax

130450974...; • ... -) -.

Certificate, the Continuing Disclosure Agreement, this Agreement or the Letter of Representation, or (c) in any way contesting the existence or powers of the Borrowers;

d) no event affecting the Borrowers has occurred since the date of this Agreement which either makes untrue or incorrect as of the Closing any statement or information provided to the City and the Underwriters by the Borrowers pursuant to Paragraph C(9) of the Letter of Representation or is not reflected in such statements or information but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and

e) the (A) representations and warranties made by the Borrowers, as applicable, in the Loan Agreement and in the Letter of Representation are true and correct as of the Closing, provided that, as to the representations contained in the Letter of Representation, references to "the date hereof shall be

deemed to be to the Closing and (B) the Borrowers have fulfilled or performed each of their obligations contained herein or in the Letter of Representation required to be fulfilled or performed by them as of the Closing;

xviii) An officer's certificate pursuant to Sections 3.2(b), 3.2(f), 10.1(c)(i) and 10.3(b) of the Master Indenture;

xix) A general certificate of (1) the Borrowers (2) the Transportation Infrastructure Properties, LLC; (3) TrIPs Holding Company, LLC; (4) RAL CAC, LLC and (5) Aeroterm US, Inc.;

xx) The certificate of the Independent Public Accountant pursuant to Section 10.1 (c)(ii) of the Master Indenture;

xxi) Certificate of the feasibility consultant, CBRE with respect to its report and the information under the captions "PROJECTED CASH FLOWS" and "APPENDIX J" in the Preliminary Official Statement and the Official Statement;

xxii) The official Action of the Members of the Obligated Group and the Group Representative;

xxiii) A copy of the Ordinance authorized by a duly Authorized Official of the City and adopted by the City Council of the City;

xxiv) Copies of each Member of the Obligated Group's certificate of formation or articles of organization certified as of a recent date by the Secretary of State of the respective states of organization, as applicable, of each Member of the Obligated Group and good standing certificates of recent date certified by the respective Secretary of State of the states of formation for each Member and States in which such Member does business; certified copies of each Member's partnership agreements or operating agreements, as applicable; and certified copies of resolutions of the partners or members, as applicable, of each Member authorizing the execution and delivery by or on behalf of

15

the Obligated Group of Supplement No. 2, the 2018 Senior Note, the Continuing Disclosure Agreement, this Agreement and the Letter of Representation;

xxv) Copies of the executed Chicago Mortgages in recordable form and a mortgagee title insurance policy covering each such facility and insuring such Mortgage as a first priority lien, each in recordable form and reasonably satisfactory to the Representative;

xxvi) A fully executed copy of the ground lease relating to the Chicago O'Hare facilities;

xxvii) A copy of the executed estoppel and recognition agreement from the City relating to the Chicago O'Hare, Illinois facilities in recordable form and reasonably satisfactory to the City and the Representative;

xxviii) A copy of the ground lease, landlord consent, waiver of depreciation and survey for the facilities of the newly added Members of the Obligated Group;

xxix) Estoppel and subordination, non-disturbance and attornment agreements ("Subtenant

Agreements") from Tenants at the Chicago, Illinois, facilities with respect to Tenants accounting for no less than 85% of revenues from such facilities;

xxx) A copy of the completed Form 8038 of the Internal Revenue Service, executed by the City;

xxxi) Two fully executed copies of the Official Statement;

xxxii) A certificate of an authorized officer of the Master Trustee, acceptable to the City and the Representative, dated the date of Closing, to the effect that (i) such authorized officer is duly authorized to execute Supplement No. 2 and to authenticate the 2018 Senior Note and (ii) such authorized officer duly executed Supplement No. 2 and duly authenticated the 2018 Senior Note, together with the certified Bylaws of the Master Trustee authorizing such authorized officer to execute Supplement No. 2 and to authenticate the 2018 Senior Note;

xxxiii) The Underwriters shall have received all such statements, information, reports and other papers and data as are requested by the Underwriters;

xxxiv) A rating confirmation letter;

xxxv) Evidence that the Bonds are rated not less than "BBB" by S&P Global Ratings;

xxxvi) Auditors consent to inclusion letters;

xxxvii) UCC-1 financing statements;

130450974

xxxviii) Financing statement releases and mortgage releases related to the withdrawing Members of the Obligated Group;

xxxix) The DTC letter of representation; and

(2) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters or Co-Bond Counsel may reasonably request to evidence compliance by the City and the Obligated Group with legal requirements, the truth and accuracy, as of the Closing, of the representations of the City contained herein and of the Obligated Group contained in the Letter of Representation, and the due performance or satisfaction by the City and the Obligated Group at or prior to the requisite time of all agreements then to be performed and all conditions then to be satisfied by the City and the Obligated Group.

11. Expenses. Neither the City nor the Underwriters shall be under any obligation to pay, and the Obligated Group shall pay or cause to be paid, all expenses in connection with the issuance of the Bonds, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement, and any amendment or supplement to either thereof; all expenses in connection with the printing, issuance, and delivery of the Bonds; all expenses in connection with qualifying the Bonds for sale in various states chosen by the Underwriters, all advertising expenses in connection with the public offering of the

Bonds, all other expenses incurred in connection with the public offering and distribution of the Bonds, the fees and expenses of the City; the fees and disbursement of Co-Bond Counsel, Obligated Group's counsel, Underwriters' counsel, consultants and auditors; the fees and disbursements of the Bond Trustee and the Master Trustee and each of their respective counsel; all expenses in connection with obtaining a rating or ratings for the Bonds; all expenses in connection with the preparation, printing, execution, and delivery of any of the documents or agreements referred to in this Agreement, and any recording or filing required by Co-Bond Counsel of the Trust Indenture, the Loan Agreement and the Mortgages, and any financing statement or notice with respect thereto; and all other expenses and costs of the Obligated Group and of the City incident to their respective obligations in connection with the authorization, issuance, sale, and distribution of the Bonds. Unless the Obligated Group, the City and the Underwriters otherwise agree in writing, the Obligated Group shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Underwriters' personnel) incurred by or on behalf of the Underwriters in connection with the marketing, issuance and delivery of the Bonds.

12. Notices. Any notice or other communication to be given to the City under this Agreement shall be given by delivering the same in writing at the address set forth above, and any such notice or other communication to be given to the Underwriters shall be given by delivering the same in writing to the Representative at the following address:

Goldman Sachs & Co. LLC 200 West
Street New York, New York 10282
Attention: Gregory Carey

17

130450974-

13. No Third Party Beneficiaries. Survival, Etc. This Agreement is made solely for the benefit of the City, the Obligated Group and the Underwriters (including the successors or assigns of any Underwriter), and no other person, partnership, association or corporation including any purchaser of the Bonds shall acquire or have any right hereunder or by virtue hereof. All of the representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Bonds.

14. Limitation of Liability of City. No provision, covenant or agreement contained in this Agreement or any obligations herein imposed upon the City, shall constitute or give rise to a charge upon its general credit, or impose upon the City a pecuniary liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any alderman of the City nor any official, officer, agent or employee of the City in his or her individual capacity. No recourse shall be had for the payment of the principal or Redemption Price, if any, of, Sinking Fund Installments for, or interest on the Bonds, for the performance of any obligation hereunder, or for any claim based thereon or hereunder against any such alderman, officer, agent or employee or against any natural person executing the Bonds. No such alderman, officer, agent, employee or natural person is or shall become personally liable for any such payment, performance or other claim, and in no event shall any monetary or deficiency judgment be sought or secured against any such alderman, officer, agent, employee or other natural person. Neither the City, the State, any political subdivision of the State nor any political subdivision approving the Bonds, shall be obligated to pay the Bonds or the interest thereon.

- Neither the faith and credit nor the taxing power of the City, the State, any political subdivision of the State or any political subdivision approving the Bonds is pledged to the payment of the principal of, redemption premium, if any, Sinking Fund Installments for, or interest on the Bonds. The Bonds do not, directly, indirectly or contingently, obligate, in any manner, any alderman, the State, any political subdivision of the State or any political subdivision approving the issuance of the Bonds to levy any tax or to make any appropriation for payment of the Bonds.

The City makes no representation or warranty, express or implied, (1) with respect to the merchantability, condition or workmanship of any part of the Facilities for the purposes or needs of each Member, or (2) that the insurance required by the Master Indenture, whether in scope or coverage or limits of coverage, is adequate or sufficient to protect the business or interests of each Member. The Underwriters have not requested or received any information concerning the Obligated Group from the City, and the Underwriters are not relying on the City with respect to the financial condition or credit worthiness of the Obligated Group or the competency or integrity of the management of the Obligated Group.

The City shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions of any conceivable kind under any conceivable theory under this Agreement or any document or instrument referred to herein or by reason of or in connection with this Agreement or other document or instrument.

130450974-

15. Governing Law. The rights and obligations of the parties to this Agreement shall be governed by, construed and enforced in accordance with the laws of the State, without giving effect to the conflict of laws provisions thereof.

16. Representations and Warranties of the Underwriters. The Underwriters represent and warrant that:

1) Each Underwriter, on its own behalf, warrants and represents that it is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is authorized to conduct business in the State.

2) The Underwriters warrant and represent that this Agreement has been duly authorized, executed and delivered by the Representative on behalf of the Underwriters and, assuming the due authorization, execution and delivery by the City and the Obligated Group, is the legal, valid and binding joint and several obligation of the Representative on behalf of itself and the Underwriters enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

3) Each Underwriter represents and warrants that it has heretofore authorized the Representative to execute any document on behalf of, or exercise any authority and otherwise to act for, the Underwriters in all

matters under or pertaining to this Agreement. Each Underwriter has warranted and confirmed to the Representative, and the Representative warrants and confirms to the City that: (1) it is duly registered under the 1934 Act, as a broker/dealer or municipal securities dealer and has duly paid the fee prescribed by MSRB Rule A-12 or is exempt from such requirements; (2) it is (A) a member in good standing of the Financial Industry Regulatory Authority ("FINRA") or (B) otherwise eligible under FINRA rules to receive underwriting discounts and concessions available to such members with respect to underwriters of municipal securities; and (3) it has complied with the dealer registration requirements, if any, of the various jurisdictions in which it offers the Bonds for sale.

4) The Underwriters represent, warrant and covenant that they are and will be in compliance with all applicable laws, rules and regulations in connection with the offering, issuance and sale of the Bonds.

5) To the knowledge of the Underwriters, no person holding office in the City, either by election or appointment, is in any manner financially interested, either directly in the officer's own name or indirectly in the name of any other person, association, trust or corporation, in any contract being entered into by the Underwriters or the performance of any work to be carried out by the Underwriters in connection with the issuance and sale of the Bonds upon which said officer may be called upon to act or vote.

6) Each Underwriter severally represents to the City that neither the Underwriter, nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and

19

130450974

Security of the United States Department of Commerce, the United States Department of State or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, the List of Statutorily Debarred Parties and the Excluded Parties List. Such representation shall be provided to the City in the form attached hereto as Exhibit B.

For purposes of this representation, "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, 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.

(7) The Underwriters may enter into distribution agreements with certain financial institutions for the retail distribution of municipal securities, including the Bonds, at the initial public offering price. In accordance with such arrangements, any of the Underwriters may share a portion of its underwriting compensation.

17. Approval. The approval of the Underwriters when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Representative and delivered to the City.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors" and "assigns" shall not include any purchaser of any Bond or Bonds from the Underwriters merely because of such purchase.

19. Enforceability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same document.

21. Cooperation with City Inspector General. As acknowledged by each Underwriters' Representation Letter, each Underwriter understands and agrees that it is required to and will comply with the provisions of Chapter 2-56 of the Municipal Code of Chicago. Pursuant to Section 2-56-090 of the Municipal Code of Chicago, it shall be the duty of each Underwriter to cooperate with the Inspector General in any investigation or hearing undertaken

20

130450974--

pursuant to Chapter 2-56 of the Municipal Code of Chicago. Every Underwriter shall report, directly and without undue delay, to the City's Inspector General any and all information concerning conduct by any person which such Underwriter knows to involve corrupt activity, pursuant to Section 2-156-018(b) of the Municipal Code of Chicago. As acknowledged by each Underwriters' Representation Letter, any Underwriter's knowing failure to report corrupt activity as required in subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, shall constitute an event of default under this Agreement. For purposes of subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, "corrupt activity" shall mean any conduct set forth in subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the Municipal Code of Chicago:

1) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City or of any sister agency; or

2) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or of any sister agency; or

3) conspiring to engage in any of the acts set forth in items (1) or (2) of above.

The Underwriter (individually and collectively) agrees and covenants that no payment, gratuity or offer of employment shall be made in connection with this Agreement, by or on behalf of a subcontractor to the Underwriter or any higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order related to this Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Agreement shall only be amended, supplemented or modified in a writing signed by all of the parties hereto.

[Signature page follows]

130450974-

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement in connection with the City of Chicago Chicago O'Hare International Airport Senior Special Facility Revenue Bonds (TriPs Obligated Group), Series 2018 to be executed by their duly authorized representatives as of the date first above written.

Very truly yours,

THE UNDERWRITERS

Goldman Sachs & Co. LLC Loop Capital
Markets, LLC

Chief Financial Officer

Vice-Chairman, Committee on Finance of the City Council

By: GOLDMAN SACHS & CO. LLC As Representative

Agreed and Approved:

OBLIGATED GROUP

Transportation Infrastructure Properties. LLC, as Group Representative

7am e: J^c^^S^-Aero Chicago Distribution Infrastructure, LLC

Title:

Schedule I

Obligated Group Entities

1. Aero Anchorage, LLC, a Delaware limited liability company
2. Aero O'Hare Express, LLC, a Delaware limited liability company
3. Aero O'Hare, LLC, a Delaware limited liability company
4. Aero Rickenbacker, LLC, a Delaware limited liability company
5. Aero DFW, LP, a Delaware limited partnership
6. Aero DFW II, LP, a Delaware limited partnership
7. Aero Lauderdale, LLC, a Delaware limited liability company
8. Aero Ft. Myers, LLC, a Delaware limited liability company
9. Aero DFW III, LP, a Delaware limited partnership
10. Aero Houston Central, LP, a Delaware limited partnership
11. Aero Houston East, LP, a Delaware limited partnership
12. Aero Houston East II, LP, a Delaware limited partnership
13. Aero JFK, LLC, a Delaware limited liability company
14. Aero Kansas City, LLC, a Delaware limited liability company
15. Aero New Orleans, LLC, a Delaware limited liability company
16. Aero Louisville, LLC, a Delaware limited liability company

17. Aero Miami I, LLC, a Delaware limited liability company
18. Aero Miami II, LLC, a Delaware limited liability company
19. Aero Harrisburg, LLC, a Delaware limited liability company
20. Aero Milwaukee, LLC, a Delaware limited liability company
21. Aero Newark, LLC, a Delaware limited liability company
22. Aero Norfolk, LLC, a Delaware limited liability company
23. Aero Oklahoma, LLC, a Delaware limited liability company
24. Aero Orlando, LLC, a Delaware limited liability company
25. Aero Orlando II, LLC, a Delaware limited liability company
26. Aero Pensacola, LLC, a Delaware limited liability company
27. Aero Philadelphia, LLC, a Delaware limited liability company
28. Aero Phila, LP, a Delaware limited partnership
29. Aero Portland ME, LLC, a Delaware limited liability company
30. Aero Portland, LLC, a Delaware limited liability company
31. Aero Portland II, LLC, a Delaware limited liability company
32. Aero South Bend, LLC, a Delaware limited liability company
33. Aero Syracuse, LLC, a Delaware limited liability company
34. Aero Chicago Distribution Infrastructure, LLC, a Delaware limited liability company¹
35. Aero Chicago, LLC, a Delaware limited liability company¹
36. Aero Manchester I, LLC, a Delaware limited liability company¹
37. Aero Boylston, LLC, a Delaware limited liability company²
38. Aero DFW FEE, LP, a Delaware limited partnership²
39. Aero Greensmor, LP, a Delaware limited partnership²
40. Aero New Orleans 7 Owner, LLC, a Delaware limited liability company²
41. Aero Phil FE, LLC, a Delaware limited liability company²

¹ Entities to be added to the Obligated Group simultaneously with the Closing.

² Entities to be removed from the Obligated Group simultaneously with the Closing

SCHI- 1

130450974

Schedule II Terms of Bonds

1. Aggregate Principal Amount: \$119,735,000
2. Dated: Date of Issuance (Expected to be April 11, 2018)
3. Maturities, Principal Amounts, Interest Rates, Prices and CUSIP Numbers:

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS, PRICES AND CUSIP NUMBERS

**\$119,735,000 City of Chicago Chicago O'Hare
International Airport Senior Special Facilities**

**Revenue Bonds (TriPs Obligated Group), Series
2018**

\$6,570,000 5.00% Term Bond due July 1, 2033, Yield 3.750%, Price 110.527 ° CUSIP: 167590EY0
\$24,735,000 5.00% Term Bond due July 1, 2038, Yield 3.900%, Price 109.194° CUSIP: 167590EZ7
\$88,430,000 5.00% Term Bond due July 1, 2048, Yield 4.000%, Price 108.317 ° CUSIP: 167590FA1

° Calculated to July 1, 2028 optional call date.

4. Redemption.

Optional Redemption. The Bonds are subject to optional redemption, upon the written direction of the Borrowers to the Bond Trustee, prior to maturity on or after July 1, 2028 in whole at any time, or in part from time to time, at a redemption price equal to the principal amount thereof plus interest accrued to the redemption date.

Extraordinary Optional Redemption. The Bonds are subject to redemption, in whole or in part, without premium, to the extent required by the Master Indenture following certain damage or condemnation events affecting any or all Facilities, on any date specified by the Group Representative. Bonds redeemed as described in this paragraph shall be redeemed at a redemption price equal to the unpaid principal amount thereof, without premium, plus accrued interest to the redemption date. The particular Bonds to be redeemed shall be selected in accordance with the provisions of the Trust Indenture.

Special Mandatory Redemption upon Sale of Asset. In the event the Bonds are not subject to optional redemption as described above, upon the sale of an asset by either Borrower to a Person not constituting a Member of the Obligated Group, the applicable portion of the Bonds are subject to special mandatory redemption in the years following the date of issuance of the Bonds, as set forth below, at a Redemption Price equal to the percentage set forth below of the Accreted Value (as defined below) of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

SCH II - 1

The "Accreted Value" of a Bond:

- a) on any interest payment date shall be, the value set forth in the "Accreted Values for the Bonds Based on \$5,000 Par Amount of Bonds" table below for each \$5,000 par amount of such Bond; and
- b) on any date between interest payment dates shall be determined on the basis of a straight line interpolation between the Accreted Values for the prior interest payment date and the succeeding interest payment date, based upon a 30-day month.

<u>Redemption Dates (both dates inclusive)</u>	<u>Percentage of Accreted Value</u>
Date of Issuance through June 30, 2023	110%
July 1, 2023 through June 30, 2024	109
July 1, 2024 through June 30, 2025	108
July 1, 2025 through June 30, 2026	107

July 1, 2026 through June 30, 2027	106
July 1, 2027 through June 30, 2028	105
July 1, 2028 and thereafter	100

SCH II - 2

130450974:-'

Accreted Values for the Bonds Based on \$5,000 Par Amount of Bonds

	Maturity (July 1) Redemption Date			2033	2038	2048
<u>7/1/2018</u>	<u>\$5,517.20</u>	<u>\$5,451.80</u>	<u>\$5,408.75</u>			
<u>1/1/2019</u>	<u>5,495.60</u>	<u>5,433.15</u>	<u>5,391.95</u>			
7/1/2019	5,473.65	5,414.05	5,374.80			
<u>1/1/2020</u>	<u>5,451.30</u>	<u>5,394.65</u>	<u>5,357.25</u>			
7/1/2020	5,428.50	5,374.85	5,339.40			
<u>1/1/2021</u>	<u>5,405.30</u>	<u>5,354.65</u>	<u>5,321.20</u>			
7/1/2021	5,381.65	5,334.05	5,302.65			
1/1/2022	5,357.55	5,313.10	5,283.70			

7/1/2022	5,333.00	5,291.70	5,264.35
1/1/2023	5,308.00	5,269.90	5,244.65
7/1/2023	5,282.55	5,247.65	5,224.55
1/1/2024	5,256.55	5,224.95	5,204.05
7/1/2024	5,230.15	5,201.85	5,183.10
1/1/2025	5,203.20	5,178.30	5,161.75
7/1/2025	5,175.75	5,154.25	5,140.00
1/1/2026	5,147.80	5,129.80	5,117.80
7/1/2026	5,119.35	5,104.80	5,095.15
1/1/2027	5,090.30	5,079.35	5,072.05
7/1/2027	5,060.75	5,053.40	5,048.50
1/1/2028	5,030.65	5,026.95	5,024.50

Mandatory Redemption upon the Occurrence of a Determination of Taxability. Upon the occurrence of a Determination of Taxability (as defined below), the Bonds are subject to mandatory redemption in whole on the earliest practicable date for which notice can be given (but in any event no later than sixty (60) days after the Bond Trustee has actual knowledge thereof) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest.

"Determination of Taxability" means, with respect to the Bonds, a determination that the interest income on the Bonds does not qualify as being excludable from the gross income of the holder thereof ("exempt interest") for any reason other than that such holder is a "substantial user" of the Facility or a "related person" as such terms are defined in Section 147 of the Code, which determination shall be deemed to have been made upon the first to occur of any of the following: (a) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any private ruling, technical advice memorandum or any other written communication to the effect that the interest income on any of the Bonds does not qualify as exempt interest; (b) the date on which the Members shall receive notice from the Bond Trustee in writing that the Bond Trustee has been advised by any holder or former holder that the Internal Revenue Service has issued a thirty-day letter or other notice which asserts that the interest on any such Bond does not qualify as such exempt interest; or (c) the date on which the Bond Trustee receives written notice from any Bondholder that the Borrowers have, or the City has taken any action inconsistent with, or has failed to act consistently with, the tax-exempt

SCH II - 3

status of interest on the Bonds, provided that no Determination of Taxability shall be deemed to have occurred as a result of a determination by any Bondholder pursuant to clause (c) above unless such determination is supported by an Opinion of Co-Bond Counsel to the effect that the interest income on Bonds does not constitute exempt interest and that the Bonds do not qualify for a remedial action under the applicable regulations, compliance with which would render the interest on the Bonds exempt.

Mandatory Sinking Fund Redemption of Bonds. The Bonds described below are subject to mandatory sinking fund redemption in part by lot on July 1 of the years and in the respective principal amounts set forth below, at a Redemption Price equal to the principal amount thereof, from mandatory Sinking Fund payments which will be made in amounts sufficient to redeem, on July 1 of each of the following years, the principal amount of the Bonds set forth opposite such year below:

\$6,570,000 Series 2018 Term Bonds Maturing on

July 1, 2033

YEAR (July 1)

2030 2031 2032 2033*

Amount

\$315,000 680,000 2,120,000 3,455,000

* Final Maturity.

**\$24,735,000 Series 2018 Term Bonds Maturing on
July 1, 2038**

YEAR (July 1)

2034 2035 2036 2037 2038*

Amount

\$4,010,000 4,880,000 5,365,000 3,685,000 6,795,000

* Final Maturity.

SCH II - 4

\$88,430,000 Series 2018 Term Bonds Maturing on July 1, 2048

**YEAR
(July 1)**

Amount

2039	\$7,450,000
2040	7,410,000
2041	7,950,000
2042	7,270,000
2043	8,365,000
2044	9,125,000
2045	9,365,000
2046	10,430,000
2047	9,095,000
2047	2048*11,970,000

***Final Maturity.**

SCH II - 5

Exhibit A Letter of Representation

LETTER OF REPRESENTATION March 28,
2018

\$119,735,000 City of Chicago Chicago O'Hare
International Airport Senior Special Facilities
Revenue Bonds (TriPs Obligated Group), Series 2018

City of Chicago
Department of Finance

121 North LaSalle Street, 7th Floor
Chicago, Illinois 60602

Goldman Sachs & Co. LLC, as Representative
of the Underwriters
200 West Street
New York, New York 10282

Ladies and Gentlemen:

Pursuant to a bond purchase agreement dated the date hereof (the "Bond Purchase Agreement"), between Goldman Sachs & Co. LLC (the "Representative"), acting by and on behalf of itself and Loop Capital Markets, LLC (collectively, the "Underwriters"), and the City of Chicago (the "City") and approved by Transportation Infrastructure Properties, LLC (the "Group Representative"), acting in its capacity as the representative for the Members of the Obligated Group identified on Schedule I hereto (together with their respective successors and assigns, each a "Member" and collectively, the "Obligated Group"), and Aero Chicago, LLC and Aero Chicago Distribution Infrastructure, LLC (together, the "Borrowers"), the City proposes to sell the \$119,735,000 aggregate principal amount of the Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TrIPs Obligated Group), Series 2018 (the "Bonds"). The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in, that certain Trust Indenture dated as of April 1, 2018 (the "Trust Indenture"), by and between the City and The Bank of New York Mellon, National Association, as bond trustee (the "Bond Trustee"). Debt service on the Bonds is payable by the City solely (x) from payments required to be made by the Borrowers under the Loan and Security Agreement dated as of April 1, 2018 (the "Loan Agreement"), by and among the City and the Borrowers (y) from payments made by the Obligated Group pursuant to Senior Master Indenture Promissory Note, Series 2018-1 (the "2018 Senior Note") issued by the Obligated Group pursuant to the Second Supplemental Master Trust Indenture ("Supplement No. 2"), dated as of April 1, 2018, between the Group Representative on behalf of the Obligated Group and the Master Trustee (defined below), which supplements that certain Master Trust Indenture (Security Agreement) dated as of September 1, 2012, as supplemented and amended (the "Master Indenture"), between the Obligated Group and Wells Fargo Bank, National

130450974

Association, as master trustee, or its successor as master trustee thereunder (the "Master Trustee") and (z) from amounts held in certain funds established pursuant to the Trust Indenture. The obligations of each Member under the Master Indenture are secured by a leasehold mortgage or deed of trust on all or a portion of such Member's leasehold interest in its air cargo facility located throughout the United States (each a "Facility" and, collectively, the "Facilities"), from such Member to the Master Trustee (each a "Mortgage" and, collectively, the "Mortgages") and a pledge of the Gross Revenues of the Obligated Group.

The proceeds of the Bonds will be used to (a) finance or refinance the acquisition, construction, equipping and/or improving of facilities located at Chicago O'Hare International Airport, Chicago, Illinois, leased to the Borrowers, (ii) fund a deposit to the Debt Service Reserve Fund for the Bonds, and (iii) pay certain costs of issuance of the Bonds.

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in

the Bond Purchase Agreement.

A. Representations and Warranties of the Obligated Group

In order to induce the City and the Underwriters to enter into the Bond Purchase Agreement and proceed with the sale and purchase of the Bonds therein contemplated, the Group Representative, acting in its capacity as the representative for the Members of the Obligated Group represents, warrants and agrees with each of you as follows:

1) Each Member is a limited partnership or limited liability company validly existing and in good standing under the laws of the applicable state of formation or organization, and qualified to conduct business in and in good standing in the state of where its mortgaged property is located.

2) The Group Representative has and at the Closing will have full legal right, power and authority to enter into this Letter of Representation, the Master Indenture, Supplement No. 2, the 2018 Senior Note, the Continuing Disclosure Agreement, dated the date of Closing, between the Group Representative and Digital Assurance Certification, L.L.C. (the "Continuing Disclosure Agreement") and the Bond Purchase Agreement (collectively, the "Obligated Group Documents") and to carry out and consummate all transactions contemplated by the respective Obligated Group Documents.

3) The officer of the Group Representative executing the Obligated Group Documents is duly and properly in office and fully authorized to execute and approve the same.

4) The Obligated Group Documents have or will have been duly executed and delivered by the Group Representative; and the Obligated Group Documents constitute or will constitute the legal, valid and binding agreements of the Group Representative enforceable against Group Representative in accordance with their terms; except as enforcement of each of the above-named documents may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

130450974

5) Neither the Obligated Group nor any Member thereof is in any material way in breach of or default under (i) any applicable law or administrative regulation of the states of the respective Member's organization or formation or the United States or any applicable judgment, decree or order or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which any such Member is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument.

6) The approval, execution and delivery of the Obligated Group Documents by the Group Representative; the consummation of the transactions herein and therein contemplated; and the fulfillment of or compliance with the terms and conditions hereof and thereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of organization of any applicable Member, any applicable Member's partnership agreement or operating agreement, as applicable, or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or, to the knowledge of the Obligated Group, any indenture, mortgage, deed of trust, loan agreement,

lease, contract or other agreement or instrument to which any applicable Member is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of any applicable Member, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Obligated Group Documents, or the financial condition, assets, properties or operations of any such applicable Member.

7) No consent or approval of any trustee or holder of any indebtedness of the Group Representative, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except in connection with blue sky proceedings) is necessary in connection with the execution and delivery of this Letter of Representation; at the Closing, the execution and delivery of the Obligated Group Documents; or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect (or, in the case of the Obligated Group Documents (other than the Letter of Representation and the Bond Purchase Agreement) will be obtained or made and will be in full force and effect at the Closing).

8) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court or federal, state, municipal or other government authority pending or, to the knowledge of the Obligated Group, threatened against or affecting the Obligated Group or any Member thereof or the assets, properties or operations of the Obligated Group or any Member or any basis therefor which, if determined adversely to the Obligated Group or any Member or its respective interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of any of the Obligated Group Documents, or upon the financial condition, assets, properties or operations of the Obligated Group or any Member thereof, and neither the Obligated Group nor any Member thereof is in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions

A-3

130450974'^^

contemplated by the Obligated Group Documents, or the financial conditions, assets, properties or operations of the Obligated Group or any Member thereof.

9) The Obligated Group and each Member thereof has all necessary power and authority to conduct the business now being conducted by it and as contemplated by the Official Statement, to enter into the Obligated Group Documents. The Obligated Group and each Member thereof has all necessary licenses and permits that are now required to carry on and operate its respective Facilities. Neither the Obligated Group nor any Member thereof is in material violation of or has received any notice of any alleged violation of any zoning laws and land use laws, any codes, agreements or restrictions applicable to any of the Facilities.

10) Each Member has good and marketable leasehold title to its respective real property ascribed to such Member in Schedule I hereto and any encumbrances and obligations with respect thereto do not interfere with or impair the operation of the Facilities by such Member, for the purpose for which it was acquired or is held by such Member.

11) Each Member has obtained all governmental and agency approvals, all variances from

applicable zoning ordinances, all environmental approvals and all building permits and easements or licenses necessary to operate its respective Facility. Each Member shall obtain any additional governmental agency approvals, environmental approvals and variances, permits, easements and licenses necessary for the operation of its respective Facility at times such additional governmental agency approvals, environmental approvals and variances, permits, easements and licenses become necessary.

12) Neither the Obligated Group nor any Member thereof has incurred any material liability, direct or contingent, nor has there been any material adverse change in or effect on (i) the business, operations, properties, condition (financial or otherwise) of the Obligated Group or any Member thereof, either singly or in the aggregate (to the extent applicable) or its ability to perform its obligations, including, without limitation, compliance with all financial covenants under the Obligated Group Documents, or (ii) the validity or enforceability of (a) the Obligated Group Documents, or (b) the rights or remedies of any of the parties thereunder (each singly and collectively a "Obligated Group Material Adverse Change"), whether or not arising from transactions in the ordinary course of business.

B. Representations and Warranties of the Borrowers

In order to induce the City and the Underwriters to enter into the Bond Purchase Agreement and proceed with the sale and purchase of the Bonds therein contemplated, the Borrowers represent, warrant and agree with each of you as follows:

1) Each Borrower is a limited liability company validly existing and in good standing under the laws of the applicable state of formation or organization, and qualified to conduct business in and in good standing in the state of where its mortgaged property is located.

2) The Borrowers have and at the Closing will have full legal right, power and authority to enter into this Letter of Representation, the Bond Purchase Agreement, the Loan Agreement, the Continuing Disclosure Agreement and the Mortgage (collectively, the "Borrower Documents").

A-4

no-150974 . • • !-: ^viv?v

3) The officers of each Borrower executing the Borrower Documents are duly and properly in office and fully authorized to execute and approve the same.

4) The Borrower Documents have or will have been duly executed and delivered by the Borrowers; and the Borrower Documents constitute or will constitute the legal, valid and binding agreements of the Borrowers enforceable against the Borrowers in accordance with their terms; except as enforcement of each of the above-named documents may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

5) Neither Borrower is in any material way in breach of or default under (i) any applicable law or administrative regulation of the states of the respective Borrower's organization or formation or the United States or any applicable judgment, decree or order or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which any such Borrower is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument.

6) The approval, execution and delivery of the Borrower Documents by the Borrowers; the consummation of the transactions herein and therein contemplated; and the fulfillment of or compliance with the terms and conditions hereof and thereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of organization of either Borrower, any Borrower's partnership agreement or operating agreement, as applicable, or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or, to the knowledge of the Borrowers, any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of such Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Documents, the or the financial condition, assets, properties or operations of any such Borrower.

7) No consent or approval of any trustee or holder of any indebtedness of the Borrowers, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except in connection with blue sky proceedings) is necessary in connection with the execution and delivery of this Letter of Representation; at the Closing, the execution and delivery of the Borrower Documents; or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect (or, in the case of the Borrower Documents (other than the Letter of Representation and the Bond Purchase Agreement) will be obtained or made and will be in full force and effect at the Closing).

8) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court or federal, state, municipal or other government authority pending or, to the knowledge of the Borrowers, threatened against or affecting the Borrowers or the assets,

properties or operations of the Borrowers or any basis therefor which, if determined adversely to the Borrowers or their respective interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of any of the Borrower Documents, or upon the financial condition, assets, properties or operations of the Borrowers, and neither Borrower is in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Documents, or the financial conditions, assets, properties or operations of the Borrowers.

9) The Borrowers have all necessary power and authority to conduct the business now being conducted by them and as contemplated by the Official Statement, to enter into the Borrower Documents. The Borrowers have all necessary licenses and permits that are now required to carry on and operate its respective Facilities. Neither Borrower is in material violation of or has received any notice of any alleged violation of any zoning laws and land use laws, any codes, agreements or restrictions applicable to any of its respective Facilities.

10) The Borrowers make and confirm each and every representation and warranty of the Borrowers set forth in the Loan Agreement with the same force and effect as if set forth herein in their entirety.

11) Each Borrower has good and marketable leasehold or fee title to its respective real property ascribed to such Borrower in Schedule I hereto and any encumbrances and obligations with respect thereto do not interfere with or impair the operation of the Facilities by such Borrower, for the purpose for which it was acquired or is held by such Borrower.

12) Each Borrower has obtained all governmental and agency approvals, all variances from applicable zoning ordinances, all environmental approvals and all building permits and easements or licenses necessary to operate its respective Facility. Each Borrower shall obtain any additional governmental agency approvals, environmental approvals and variances, permits, easements and licenses necessary for the operation of its respective Facility at times such additional governmental agency approvals, environmental approvals and variances, permits, easements and licenses become necessary.

13) Neither Borrower has incurred any material liability, direct or contingent, nor has there been any material adverse change in or effect on (i) the business, operations, properties, condition (financial or otherwise) of the Borrowers, either singly or in the aggregate (to the extent applicable) or each Borrower's ability to perform its obligations, including, without limitation, compliance with all financial covenants under the Borrower Documents, or (ii) the validity or enforceability of (a) the Borrower Documents, or (b) the rights or remedies of any of the parties thereunder (each singly and collectively a "Borrower Material Adverse Change"), whether or not arising from transactions in the ordinary course of business.

A-6

130450974

Covenants of the Obligated Group and the Borrowers

In order to induce the City and the Underwriters to enter into the Bond Purchase Agreement and proceed with the sale and purchase of the Bonds therein contemplated, the Obligated Group and the Borrowers covenant and agree with each of you as follows:

1) Between the date hereof and the date of the Closing, neither the Obligated Group nor the Borrowers will, without the prior written consent of the Underwriters, except pursuant to the Loan Agreement incur any material liabilities, direct or contingent, other than in the ordinary course of business.

2) If between the date hereof and the date of the Closing any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Group Representative shall notify the City, the Borrowers and the Representative and if in the opinion of the Group Representative, the City, the Borrowers or the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Group Representative will cause the Official Statement to be amended or supplemented in a form and in a manner approved by the City, the Group Representative, the Borrowers and the Representative at the expense of the Obligated Group.

3) After the Closing, the Obligated Group will (a) not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, shall reasonably object in writing or which shall be disapproved by counsel to the Underwriters or the City and (b) if any event relating to or affecting the City, the Obligated Group or its present or proposed facilities shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriters or the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to subsequent purchasers, forthwith prepare and furnish to the Underwriters and the City (at the expense of the Obligated Group) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters and counsel to the City) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to subsequent purchasers, not misleading. For the purposes of this subsection, the Obligated Group will furnish such information with respect to itself and its present and proposed facilities as any of you may from time to time reasonably request.

4) The Obligated Group shall indemnify and hold harmless (y) the Underwriters, the directors, officer, employees and agents of the Underwriters, and each person who controls the Underwriters, within the meaning of Section 15 of the Securities Act or Section 20 of the 1943 Act (each, a "Protected Underwriter Party") and (z) the City, and its alderman, officers, employees and agents and each person who controls (as such term is defined in Section 15 of the Securities Act or Section 20 of the 1934 Act) the City and its alderman, officers, employees and

A-7

-130450974-r--; ;,V;:K; ;,--

agents (each, a "Protected City Party"; and, together with each Protected Underwriter Party, collectively, the "Protected Section C(4) Parties"), in each case against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the 1934 Act or other Federal or state law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement (or in a supplement or amendment thereto) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect (except, with respect to the City, the information and statements under the City Information, and, with respect to the Underwriters, the information and statements under the caption "UNDERWRITING"), and the Obligated Group shall reimburse each such Protected Section C(4) Party, as incurred, for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Obligated Group will not be liable in any such case to a Protected Underwriter Party (but shall remain liable to each Protected City Party) to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Obligated Group by or on behalf of the Underwriters, specifically for inclusion therein. This protection will be in addition to any liability which the Obligated Group may otherwise have, including under Section C(5)

below.

(5) The Obligated Group further agrees to indemnify and hold harmless each Protected City Party against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of the issuance, sale or delivery of the Bonds, including, without limitation any statement or information in the Preliminary Official Statement or the Official Statement (other than the City Information) that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein or that is necessary to make the statements therein not misleading, (ii) arising out of or are based upon the failure to register the Bonds or any security under the Securities Act, or to qualify the Trust Indenture, the Master Indenture or other document under the Trust Indenture Act, and (iii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Obligated Group; provided however, that such indemnity shall not extend to statements in or omissions from the Preliminary Official Statement or the Official Statement under the City Information. In case any claim shall be made or action brought against a Protected City Party for which indemnity may be sought against the Obligated Group, as provided above, the City shall promptly notify the Obligated Group in writing setting forth the particulars of such claim or action, but the failure to notify the Obligated Group of any such claim or action shall not relieve the Obligated Group from any liability that it may have to the City hereunder and the Obligated Group shall assume the defense thereof, including the retaining of counsel acceptable to the City and the payment of all expenses. A Protected City Party shall have the right to retain separate counsel in any such

A-8

action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless (i) the Obligated Group shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include a Protected City Party, and the Obligated Group and the City or such other Protected City Party have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the Obligated Group, in which case the Obligated Group shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel. The Obligated Group will not, without the prior written consent of the City, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the City is an actual or potential party to such claim or action) unless such settlement, compromise or consent (i) includes an unconditional release of the City and each other Protected City Party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of City or any other Protected City Party.

6) The Underwriters will reimburse the City, and hold it harmless, together with each other Protected City Party, with reference to written information relating to the Underwriters furnished by them specifically for use in the preparation of the Preliminary Official Statement or the Official Statement. This reimbursement agreement will be in addition to any liability which the Underwriters may otherwise have. The City acknowledges that the statements under the caption "UNDERWRITING" in the Preliminary Official Statement or the Official Statement constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the Preliminary Official Statement or the Official Statement.

7) In case any claim shall be made or action brought against a Protected City Party or a Protected Underwriter Party (each, as applicable, a "Protected Party") for which reimbursement may be sought against

any reimbursing party, as provided in paragraph C(6) above, the Protected Party shall promptly notify the reimbursing party in writing setting forth the particulars of such claim or action (but any such failure to so promptly notify shall not relieve the reimbursing party from any liability) and the reimbursing party shall assume the defense thereof, including the retaining of counsel acceptable to such Protected Party and the payment of all expenses and shall have the right to negotiate and consent to settlement. A Protected Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such Protected Party unless the employment of such counsel has been specifically authorized by the reimbursing party or the reimbursing party shall not have employed counsel reasonably acceptable to the Protected Party to have charge of the defense of such action or proceeding or the Protected Party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the reimbursing party (in which case the reimbursing party shall not have the right to direct the defense of such action or proceeding on behalf of the Protected Party), in any of which events, such legal or other expenses shall be borne by the reimbursing party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the reimbursing party or if there is a final judgment for the plaintiff in any action with or without written consent of the reimbursing party, the reimbursing party agrees

A-9

130450974;-

to reimburse and hold harmless the Protected Parties to the extent of the provisions set forth above from and against any loss or liability by reason of such settlement or judgment.

8) If the indemnification provided for in Section C(4) or C(5) above is unenforceable, or is unavailable to the indemnifying party or the reimbursement provided for in Section C(6) above is unenforceable, or is unavailable to a reimbursing party in respect of any losses, claims, damages, or liabilities (or actions in respect thereof) of the type subject to indemnification or reimbursement herein, then the indemnifying or reimbursing party shall, in lieu of indemnifying or reimbursing such Protected Party, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Obligated Group and the Underwriters, contribution, as between them, shall be in such proportion as is appropriate to reflect the relative benefits received by the Obligated Group, on the one hand, and the Underwriters, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying or reimbursing party shall contribute to such amount paid or payable by such Protected Party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Obligated Group, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Obligated Group on the one hand, and the Underwriters on the other, shall be deemed to be in the same proportion as the total proceeds of sale of the Bonds paid to the Obligated Group pursuant to Bond Purchase Agreement (before deducting expenses) bear to the underwriting discount (the "Underwriting Discount") received by the Underwriters (the difference between the initial public offering price for the Bonds and the price to be paid therefor by the Underwriters as set forth in the Official Statement under the caption "UNDERWRITING"). The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Obligated Group or the Underwriters and the parties' relative intent, knowledge, access to information, and

opportunity to correct or prevent such untrue statement or omission. The Obligated Group and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection. The amount paid or payable by any person as a result of the losses, claims, damages, or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriters shall not be required to contribute an amount in excess of the Underwriting Discount. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

9) The statements and information contained in the Preliminary Official Statement, as of its date and the date hereof, and the Official Statement, as of the date hereof (except for the City Information) are and will be as of the Closing true and correct in all respects and the information contained in the Preliminary Official Statement, as of its date and the date hereof,

130450974

and the Official Statement, as of the date hereof (except for the City Information) does not contain an untrue statement of a material fact or omit any statement or information which is necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading;

10) The Obligated Group hereby agrees to pay the expenses described in Section 11 of the Bond Purchase Agreement.

11) All data, information, reports and documents furnished by the Obligated Group or the Borrowers to the Underwriters and/or the City and all statements made by the Obligated Group or the Borrowers to the Underwriters and/or the City in connection with the negotiation, preparation or execution of this Letter of Representation, the Bond Purchase Agreement and the issuance of the Bonds are true and correct. The Obligated Group and the Borrowers have provided to the Underwriters all material information requested by the Underwriters regarding their operations, their financial position and their results of operations to the date hereof. As of the Closing, the statements and information provided by the Obligated Group and the Borrowers to the Underwriters (including the financial statements and other financial and statistical data), will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements or information therein, in the light of the circumstances under which they were made, not misleading.

12) At the request of the Underwriters, during sixty (60) days following the Closing, the Obligated Group shall provide to any prospective subsequent purchasers of the Bonds such statements, information, reports and other papers and data with respect to the Obligated Group as reasonably requested by such prospective purchasers and the Obligated Group will also make available for interview at reasonable times such members of its management team as such prospective purchasers may request.

13) At the request of the Underwriters, during sixty (60) days following the Closing, the Obligated Group shall permit the Underwriters and any prospective subsequent purchasers of Bonds to visit any of its offices or its officers to discuss its affairs, finances and accounts with its principal officers, at such reasonable

times and as often as may be reasonably requested thereby prior to purchase of the Bonds.

14) The Obligated Group makes and confirms each and every representation and warranty of the Obligated Group set forth in the Loan Agreement with the same force and effect as if set forth herein in their entirety.

15) With the exception of the disclosure described in the Preliminary Official Statement and the Official Statement in the section titled "CONTINUING DISCLOSURE," the Obligated Group has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

16) The Obligated Group confirms that certifications of the Borrowers and the Obligated Group have been delivered to the Underwriters and the City, and that the Preliminary

130450974

Official Statement is deemed final for such purposes as of the date thereof, except for the information not required to be included therein under Section (b)(1) of Rule 15c2-12.

The representations, warranties, and agreements herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of any of you or any person who controls any of you of any matters described in or related to the transactions contemplated hereby and by the other Obligated Group Documents and the other Borrower Documents.

The Obligated Group and the Borrowers covenant that between the date hereof and the Closing it will not take any action or omit to take an action that will cause any of the representations and warranties made herein or in the Official Statement to be untrue as of the Closing.

Any certificate signed by an authorized officer of the Obligated Group or by an authorized officer of the Borrowers and delivered to the Underwriters or the City shall be deemed a representation and warranty by the Obligated Group or the Borrowers, as the case may be, to the Underwriters and the City as to the statements made therein.

This Letter of Representation shall be binding upon and inure solely to the benefit of the Underwriters and the City and your respective counsel and, to the extent set forth herein, persons controlling any of you, and their respective alderman, officers, employees, members, directors, agents and personal representatives, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representation. No recourse under or upon any obligation, covenant or agreement contained in this Letter of Representation shall be had against any officer or director of the Obligated Group or the Borrowers as individuals, except as caused by their bad faith.

If the foregoing is in accordance with your understanding of the agreement among us, kindly sign and return to the Underwriters and the City a duplicate of this Letter of Representation whereupon this will constitute a binding agreement among us in accordance with the terms hereof.

A-12

This Letter of Representation may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**Very truly yours, OBLIGATED
GROUP:**

TRANSPORTATION INFRASTRUCTURE PROPERTIES,
LLC, as Group Representative

By:
Name: Title:

BORROWERS:

AERO CHICAGO, LLC

By:
Name: Title:

**AERO CHICAGO DISTRIBUTION
INFRASTRUCTURE, LLC**

By:
Name: Title:

Accepted and Agreed to:

**GOLDMAN SACHS & CO. LLC, acting for itself and as
Representative of Loop Capital Markets, LLC**

(Goldman Sachs & Co. LLC) CITY OF
CHICAGO

By:
Authorized Signatory

1304509.74-:

Schedule I

Obligated Group Entities

1. Aero Anchorage, LLC, a Delaware limited liability company
2. Aero O'Hare Express, LLC, a Delaware limited liability company
3. Aero O'Hare, LLC, a Delaware limited liability company
4. Aero Rickenbacker, LLC, a Delaware limited liability company
5. Aero DFW, LP, a Delaware limited partnership
6. Aero DFW 11, LP, a Delaware limited partnership
7. Aero Lauderdale, LLC, a Delaware limited liability company
8. Aero Ft. Myers, LLC, a Delaware limited liability company
9. Aero DFW III, LP, a Delaware limited partnership
10. Aero Houston Central, LP, a Delaware limited partnership
11. Aero Houston East, LP, a Delaware limited partnership
12. Aero Houston East II, LP, a Delaware limited partnership
13. Aero JFK, LLC, a Delaware limited liability company
14. Aero Kansas City, LLC, a Delaware limited liability company
15. Aero New Orleans, LLC, a Delaware limited liability company
16. Aero Louisville, LLC, a Delaware limited liability company
17. Aero Miami I, LLC, a Delaware limited liability company
18. Aero Miami II, LLC, a Delaware limited liability company
19. Aero Harrisburg, LLC, a Delaware limited liability company
20. Aero Milwaukee, LLC, a Delaware limited liability company
21. Aero Newark, LLC, a Delaware limited liability company
22. Aero Norfolk, LLC, a Delaware limited liability company
23. Aero Oklahoma, LLC, a Delaware limited liability company
24. Aero Orlando, LLC, a Delaware limited liability company
25. Aero Orlando II, LLC, a Delaware limited liability company
26. Aero Pensacola, LLC, a Delaware limited liability company
27. Aero Philadelphia, LLC, a Delaware limited liability company
28. Aero Phila, LP, a Delaware limited partnership
29. Aero Portland ME, LLC, a Delaware limited liability company
30. Aero Portland, LLC, a Delaware limited liability company
31. Aero Portland II, LLC, a Delaware limited liability company
32. Aero South Bend, LLC, a Delaware limited liability company

- 33. Aero Syracuse, LLC, a Delaware limited liability company
- 34. Aero Chicago Distribution Infrastructure, LLC, a Delaware limited liability company
- 35. Aero Chicago, LLC, a Delaware limited liability company¹
- 36. Aero Manchester I, LLC, a Delaware limited liability company¹
- 37. Aero Boylston, LLC, a Delaware limited liability company²
- 38. Aero DFW FEE, LP, a Delaware limited partnership²
- 39. Aero Greensmor, LP, a Delaware limited partnership²
- 40. Aero New Orleans 7 Owner, LLC, a Delaware limited liability company²
- 41. Aero Phil FE, LLC, a Delaware limited liability company²

1 Entities to be added to the Obligated Group simultaneously with the Closing

2. Entities to be removed from the Obligated Group simultaneously with the Closing.

A-14

130450974

SCHEDULE 1 TO LETTER OF REPRESENTATION

OBLIGATED GROUP REAL PROPERTY

Initial Member

Aero Anchorage, LLC

Aero Boylston, LLC <•>

Aero Chicago, LLC⁽²⁾

Aero Chicago Distribution Infrastructure, LLC⁽²⁾

Aero DFW, LP

Aero DFW II, LP

Aero DFW III, LP Aero DFW FEE, LP <» Aero Ft. Myers, LLC Aero Greensmor, LP⁽¹⁾

Aero Harrisburg, LLC

Aero Houston Central, LP

Aero Houston East, LP

Aero Houston East II, LP

Aero JFK, LLC

Aero Kansas City, LLC

Aero Lauderdale, LLC⁽³⁾

Aero Louisville, LLC

Aero Manchester I, LLC⁽²⁾> Aero Miami I, LLC

Dallas -Fort Worth International Airport

Dallas Fort Worth International Airport

Dallas Ft. Worth International Airport

Dallas Ft. Worth International Airport

Southwest Florida International Airport

George Bush International Airport

Harrisburg International Airport

George Bush Intercontinental Airport

George Bush Intercontinental Airport

George Bush Intercontinental Airport

John F. Kennedy International Airport

Kansas City International Airport

Fort Lauderdale-Hollywood International Airport

Louisville International Airport

Miami International Airport

Building 1

Building A-D

Building E

Building1830

Building 1840-1850

2323,2405, 2409, 2413-2417 North Support Road ■

1100, 1102, 1104 East Dallas Road

15960 Chambcrlin Parkway

15900-15945 Morales Road, 2700 Greens Road, Buildings 1, A-D, L

Building 100

Buildings 7-11 & D-G (2)

19115 Lee Road

19175 Lee Road

Building 21/23

594 Mexico City Ave

Buildings 1-5

4901 Crittenden Drive

6500 NW 22nd St, Bldgs. 709, 709-A, and 710

City/State

Anchorage AK

Worcester, MA

Dallas, TX

Dallas, TX (DFW Airport)

DFW, TX DFW, TX Fort Myers, FL Houston, TX

Harrisburg, PA Houston, TX Houston, TX Houston, TX New York, NY Kansas City, MO Ft. Lauderdale, FL Louisville, KY

Miami, FL

1304509.74

Initial Member

Aero Miami II, LLC

Aero Milwaukee, LLC

Aero Newark, LLC

Aero New Orleans, LLC

Aero New Orleans 7 Owner, LLC <>

Aero Norfolk, LLC

Aero O'Hare, LLC

Aero O'Hare Express, LLC

Aero Oklahoma, LLC Aero Orlando, LLC

Aero Orlando II, LLC

Aero Pensacola, LLC Aero Phila, LP

Aero Philadelphia, LLC

Aero Phil FE, LLC ⁽¹⁾

Aero Portland, LLC Aero Portland II, LLC Aero Portland ME, LLC Aero Rickenbacker, LLC

Aero South Bend, LLC Aero Syracuse, LLC

Airport

Miami International Airport

General Mitchell International Airport

Newark Liberty International Airport

Louis Armstrong New Orleans International Airport

Louis Armstrong New-Orleans International Airport

Norfolk International Airport

O'Hare International Airport

O'Hare International Airport

Will Rogers World Airport Orlando International Airport

Orlando International Airport

Pensacola Regional Airport

Philadelphia International Airport

Philadelphia International Airport

Philadelphia International Airport

Portland International Airport

Portland International Airport

Portland International Jctport

Rickenbacker International Airport

South Bend Regional Airport

Syracuse Hancock International Airport

Facility

2000 NW 62nd Avenue, Bldg. 711

201 W. Air Cargo Way

339 & 340 Brewster Road

200 Crofton Road, Bldgs. 1-5

200 Crofton Road, Bldg. 7

5998 & 6000 Robin Hood Road

891-893-899 Upper Express Drive

512 (land), 514, 515, 516, 517 Express Center Drive

6300 Air Cargo Road

8963-8975, 9043-9057, 9031-9039 Tradeport Drive

9555-9597 & 9441-9463 Benford Rd

2450 Airport Blvd - Bldg 1 Building C-7

Building C-8

3600 Grays Ferry Ave, FedEx

5330 NE Courier Court 5337 NE Courier Court 261 Yellowbird Road 7066 Cargo Road

5301 Lincoln Way West

140, 152, 176, 212 Air Cargo Road

City/State

Miami, FL

Milwaukee, WI

Newark, NJ

New Orleans, LA

New Orleans, LA

Norfolk, VA

Chicago, IL

Chicago, IL

Oklahoma City, OK Orlando, FL

Orlando, FL

Pensacola, FL Philadelphia, PA

Philadelphia, PA

Philadelphia, PA

Portland, OR Portland, OR Portland, ME Columbus, OH

South Bend, IN Syracuse, NY

- 1) Entities to be removed from the Obligated Group simultaneously with the Closing.
- 2) Entities to be added to the Obligated Group simultaneously with the Closing

A-16

130450974 -

Exhibit B Representation Letter

Representation Letter

City of Chicago
Department of Finance
121 North LaSalle Street, 7th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Goldman Sachs & Co. LLC as Representative of the Underwriters named in the Bond Purchase Agreement, dated March 28, 2018, between such Underwriters, the City of Chicago, Transportation Infrastructure Properties, LLC, as Group Representative of the Obligated Group, Aero Chicago, LLC and Aero Chicago Distribution Infrastructure, LLC

Pursuant to the Bond Purchase Agreement dated March 28, 2018 (the "Bond Purchase Agreement"), among the City of Chicago (the "City"), Goldman Sachs & Co. LLC, as representative (the "Representative") of the underwriters named therein (each an "Underwriter"), Transportation Infrastructure Properties, LLC (the "Group Representative"), acting in its capacity as the representative for the Members of the Obligated Group identified on Schedule I hereto, Aero Chicago, LLC and Aero Chicago Distribution Infrastructure, LLC relating to the City's Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TriPs Obligated Group), Series 2018 (the "Bonds"), each of the undersigned Underwriters severally represents to the City that:

- 1) Neither the Underwriter, nor any Affiliate thereof 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, the U.S. Department of State or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, the List of Statutorily Debarred Parties and the Excluded Parties List.

For purposes of this representation, "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that resides 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.

2) The undersigned Underwriters agree that in the event that any Underwriter or any of its Affiliates appears on any of the lists described in paragraph (1) above, at any time prior to the Closing (as defined in the Bond Purchase Agreement) with respect to the Bonds, that Underwriter shall be deemed to have submitted to the Representative its Withdrawal From Agreement Among Underwriters.

B-1

130450974-

(3) Each undersigned Underwriter understands and agrees that it is required to and will comply with the provisions of Chapter 2-56 of the Municipal Code of Chicago. Pursuant to Section 2-56-090 of the Municipal Code of Chicago, it shall be the duty of each Underwriter to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Every Underwriter shall report, directly and without undue delay, to the City's Inspector General any and all information concerning conduct by any person which such Underwriter knows to involve corrupt activity, pursuant to Section 2-156-018(b) of the Municipal Code of Chicago. Any Underwriter's knowing failure to report corrupt activity as required in subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, shall constitute an event of default under the Purchase Agreement. For purposes of subsection (b) of Section 2-156-018 of the Municipal Code of Chicago, "corrupt activity" shall mean any conduct set forth in subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the Municipal Code of Chicago:

1) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City or of any sister agency; or

2) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or of any sister agency; or

3) conspiring to engage in any of the acts set forth in items (1) or (2) of above.

The Underwriters (individually and collectively) agree and covenant that no payment, gratuity or offer of employment shall be made in connection with the Bond Purchase Agreement, by or on behalf of a subcontractor to the Underwriter or any higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order related to this Bond Purchase Agreement.

B-2

130450974-:

IN WITNESS WHEREOF, the parties hereto have caused this Representation Letter in connection with the Bonds to be executed by their duly authorized representatives as of the date written below.

Dated: , 2018

GOLDMAN SACHS & CO. LLC

By: Its:

LOOP CAPITAL MARKETS, LLC

By:

Its:

B-3

130450974v;v---"K-

Schedule I

Obligated Group Entities

1. Aero Anchorage, LLC, a Delaware limited liability company
2. Aero O'Hare Express, LLC, a Delaware limited liability company
3. Aero O'Hare, LLC, a Delaware limited liability company
4. Aero Rickenbacker, LLC, a Delaware limited liability company
5. Aero DFW, LP, a Delaware limited partnership
6. Aero DFW II, LP, a Delaware limited partnership
7. Aero Lauderdale, LLC, a Delaware limited liability company
8. Aero Ft. Myers, LLC; a Delaware limited liability company
9. Aero DFW III, LP, a Delaware limited partnership
10. Aero Houston Central, LP, a Delaware limited partnership
11. Aero Houston East, LP, a Delaware limited partnership
12. Aero Houston East II, LP, a Delaware limited partnership
13. Aero JFK, LLC, a Delaware limited liability company
14. Aero Kansas City, LLC, a Delaware limited liability company
15. Aero New Orleans, LLC, a Delaware limited liability company
16. Aero Louisville, LLC, a Delaware limited liability company
17. Aero Miami I, LLC, a Delaware limited liability company
18. Aero Miami II, LLC, a Delaware limited liability company
19. Aero Harrisburg, LLC, a Delaware limited liability company
20. Aero Milwaukee, LLC, a Delaware limited liability company
21. Aero Newark, LLC, a Delaware limited liability company
22. Aero Norfolk, LLC, a Delaware limited liability company

23. Aero Oklahoma, LLC, a Delaware limited liability company
24. Aero Orlando, LLC, a Delaware limited liability company
25. Aero Orlando II, LLC, a Delaware limited liability company
26. Aero Pensacola, LLC, a Delaware limited liability company
27. Aero Philadelphia, LLC, a Delaware limited liability company
28. Aero Phila, LP, a Delaware limited partnership
29. Aero Portland ME, LLC, a Delaware limited liability company
30. Aero Portland, LLC, a Delaware limited liability company
31. Aero Portland II, LLC, a Delaware limited liability company
32. Aero South Bend, LLC, a Delaware limited liability company
33. Aero Syracuse, LLC, a Delaware limited liability company
34. Aero Chicago Distribution Infrastructure, LLC, a Delaware limited liability company¹
35. Aero Chicago, LLC, a Delaware limited liability company¹
36. Aero Manchester I, LLC, a Delaware limited liability company¹
37. Aero Boylston, LLC, a Delaware limited liability company²
38. Aero DFW FEE, LP, a Delaware limited partnership²
39. Aero Greensmor, LP, a Delaware limited partnership²
40. Aero New Orleans 7 Owner, LLC, a Delaware limited liability company²
41. Aero Phil FE, LLC, a Delaware limited liability company²

¹ Entities to be added to the Obligated Group simultaneously with the Closing

² Entities to be removed from the Obligated Group simultaneously with the Closing

B-4

130450974V

Exhibit C Issue Price Certificate

\$119,735,000 City of Chicago Chicago O'Hare
International Airport Senior Special Facilities
Revenue Bonds (TriPs Obligated Group), Series 2018

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Goldman Sachs & Co. LLC (the "Representative") and Loop Capital Markets, LLC (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Bonds. The Underwriting Group offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

3. Total Issue Price. The total of the issue prices of all the Maturities is \$[].

4. ***Defined Terms.***

a) Issuer means the City of Chicago.

b) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

c) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 27, 2018.

e) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

C-1

130450974v7
130450974 • -■

^r..•

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Borrower with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038, and other federal income tax advice it may give to the Issuer and the Borrower from time to time relating to the Bonds.

GOLDMAN SACHS & CO. LLC

By:

Name:

Dated:

C-2

130450974v7 130450974 V .

Schedule A

Sale Prices and Initial Offering Prices of the Bonds

(Attached)

130450974-'

Schedule B Pricing Wire or Equivalent Communication (Attached)

C-5

NEW ISSUE - BOOK ENTRY ONLY

In the opinion of Greeiduiy Tiauriy, LLP ami Chin X- Nunes, P.O., Co- Band Counsel, under e cist my fair, a.s cut irtltj emittd ami construed., and assuming coin pi inner with nil icipiireimmts of tin: Internal Revenue Code of IOSfi. as amended (Die "Code"), that nut si he satisfied sutiseijin.nt t<> the issuance of thr Series 2018 Bonds and with certain covenants described under thr heading "TAXMATTERS"lieim, intrust on the Series 20 IS Hands is a dutiable from gi oss- income of the aumeis of tin: Series 20 IS Hands for federal, income tn:i jmrposrs except for interest on tiny Bond for any period during ivhieh such Bond is held by a "substantial nsri " if one 01 mote of the Projects in a "iduled person" williin the meaning of Section 147(a) of the Code, hut inteiest on the Series 2018 Bonds is an item of ta.i preference nndet tin: Code, for purposes of detenu i tuny the alternative minimum ta:r imposed on iwleiciduids. Interest an the Series 20 IS Bonds is not riempt ft am priesent Illinois income tares. See. "TAXMATTERS"heiemfoi a description of the fedo at alternative minimum tax. including alternative minimum tax on r.ortj>orations for taxable years beginning befiav. January 1, 2018 and ecitain other federal tn r canscipicuccs oj ownership of the Series 201S Bonds*

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC OBLIGATED GROUP

Roiiditi Bchuj l'lthUrli/ Offered Pursuant to this Official Statement

\$119,735,000 CITY OF CHICAGO CHICAGO O'HARE INTERNATIONAL AIRPORT SENIOR SPECIAL FACILITIES REVENUE BONDS (TRIPS OBLIGATED GROUP), SERIES 2018

Due: As set. forth on the inside cover page

The Chicago O'Haic International Airport Senior Special Facilities Revenue Bonds (TriPs Obligated Group). Series 201S (the "Series 2018 Bonds") are being issued pursuant to a Trust Indenture dated as of April 1,11018 (the "Rand, hidentuie"), between the Oily of Chicago (the "City") and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the "Chicago Bond Trustee") The proceeds of the Series 2018 Bonds are lo be used to: (i) linance or refinance ilie acquisition, construction, equipping and/or improving of air cargo and fuel fann facilities located at Chicago O'Hare Internationa! Airport, Chicago, Illinois, leased to Aero Chicago Distribution Infrastructuie, LLC ("Aero Infrastructure") and Aero Chicago, LLC ("Aero Chicago"), respectively, all as described herein (each a "Boiroiver" and, together, the "Bonvwrs"); (n) fund a deposit to the Debt. Service Reserve Fund for the Series 2018 Bonds; and (iii) pay the costs of issuance of the Series 2018 Bonds The Series 2018 Bonds are special limited revenue obligations of I he Cily. The Borrowers have agreed, jointly and severally, pursuant lo a Loan and Security Agreement, dated as or April I, 2018 (the "Umn Aijjvcment") between the City and the Borrowers, to pay loan payments thereunder equal to the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest on the Series 2018 Bonds.

The obligations of the Borrowers under the Loan Agreement with respect to the Series 2018 Bonds are secured by a Senior Masler Indenture Promissory Note, Series 2018-1 (the "Senior 2018 Note* and together with certain other senior notes issued under the Master Indenture (hereinafter defined), the "Senior Notes") issued under that certain Master Trust Indenture (Security Agreement), dateil as of September 1, 2012, as supplemented by a First Supplemental Master Trust Indenture, dated as of September 1, 2012 and further supplemented by the Second Supplemental Master Trust Indenture, dated as of April L 2018 (together, the "Master Iv den lure"), among the Borrowers and other members of an obligated group described herein (the "TriPs Obligated Group," the "Obliyated Gmup" or the "Members") and Wells Fargo Bank.. National Association, as Master Trustee (the "Master Trustee"). Each of the Members of the Obligated Group are affiliated entities and are jointly and severally liable on Obligations issued under the Master Indenture, including the Senior 2018 Note

Contemporaneously with the issuance of the Series 2018 Bonds, the Borrowers and certain Members will be added lo, and certain Members will be removed from, the Obligated Group. The Obligated Group is comprised of Transportation Infrastructure Properties, LLC, a Delaware limited liability company ("TriPs"), serving as the Group Representative, and, on the date of issuance of the Series 2018 Bonds, will consist of a group of thirty-six (30) affiliated entities all of t he ownership interests of which arc owned by TriPs. In addition, the membership interest of TriPs ls approximately owned through a number of affiliated subsidiaries by Real term Airport Logistics Properties, LP. ("RALP"), a partnership which is owned by certain institutional investors and RAL GP, LLC, an affiliate of RALP ("HAL"). Neither RALP nor RAL is a Member of the Obligated Group. See "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE - General" herein Each of the Members has entered into one or more long-term ground leases (the "Ground Leases") with municipal entities for the lease of certain airport, property upon which such Members have acquired or constructed certain air cargo handling and related facilities, including a fuel farm. The Members that will make up the Obligated Group as it will be constituted upon the issuance of the Series 2018 Bonds hold ground lease interests in air cargo and related handling facilities at. twenty-five (25) airports across the United States, aggregating approximately G.8 million square feet of building space and appoximately 5.0 million sqaue feet of airport ramp space. The Members have leased or subleased each of their respective air cargo handling facilities to one or more tenants (the "Tenants") who use all or a portion of such Facilities to conduct air freight or air cargo operations, or other aviation-related businesses or other businesses permitted under the respective Ground Leases. The only source of revenue of the Obligated Group is rentals received from such Tenants and revenue received from the fuel farm located at Chicago O'l are International Airport See "THE FACILITIES, MANAGEMENT AND THE TENANTS" herein. Each Member of the Obligated Group has agreed to be jointly and severally liable on the Obligations of all Members issued pursuant to the Master Indenture See "COMMON SECURITY FOR OBLIGATED GROUP" herein.

The Obligations issued under the Master Indenture, including the Senior 2018 Note, are secured by. (i) a pledge of Gross Revenues of each uf the Members of the Obligated Group; (ii) leasehold mortgage or leasehold

deed of trust, is applicable (collectively, the "Mortgages"), on leasehold interests in certain facilities of the Members: (in) a membership interest pledge and security agreement by TriPs Holding Company, LLC to the Master Trustee of its membership interests in TriPs, and (iv) a membership interest pledge and security agreement by TriPs to the Master Trustee of its ownership interests in each Member of the Obligated Group.

The Senior 2018 Note securing the Series 2018 Bonds, and all other Senior Notes, are payable and secured as a Senior Obligation (as defined herein) of the Obligated Group under the Master Indenture. The Senior Obligations are senior in rank and payment to certain Subordinate Obligations (as defined herein) of the Obligated Group under the Master Indenture. Members of the Obligated Group may issue additional Senior Obligations and Subordinate Obligations, including Obligations securing additional bonds. See "COMMON SECURITY FOR OBLIGATED GROUP- Additional Bonds/Additional Obligations" herein.

The Series 2018 Bonds will be issued as registered bonds and bear interest at fixed rates all as indicated on the inside cover page hereof, in denominations of \$5,000 or any integral multiples thereof. Interest on the Series 2018 Bonds will accrue from the date of delivery of the Series 2018 Bonds and will be payable semiannually on January 1 and July 1, commencing July 1, 2018. The Series 2018 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases will be made only in book-entry form through DTC participants in the aforesaid authorized denominations, and no physical delivery of Series 2018 Bonds will be made to purchasers. Payments of principal or Redemption Price, if applicable, Sinking Fund Installments, and interest will be made to bondholders by DTC through its participants.

The Series 2018 Bonds will be subject to optional and mandatory redemption at the times and amounts set forth herein. See "THE SERIES 2018 BONDS - Redemption Prior to Maturity" herein.

THE SERIES 2018 BONDS DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR A LOAN OF CREDIT THEREOF OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OF THE STATE OF ILLINOIS (THE "STATE"). NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PURCHASE PRICE OF THE SERIES 2018 BONDS, OR THE INTEREST OR ANY PREMIUM THEREON, OR OTHER COSTS INCIDENT THERETO. THE SERIES 2018 BONDS ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE REVENUES PLEDGED TO SUCH PAYMENT UNDER THE MASTER INDENTURE AND NO OWNER OR OWNERS OF THE SERIES 2018 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OR TO ENFORCE THE PAYMENT OF THE SERIES 2018 BONDS AGAINST ANY PROPERTY OF THE CITY, THE STATE OR ANY SUCH POLITICAL SUBDIVISION.

INVESTMENT IN THE SERIES 2018 BONDS INVOLVES SIGNIFICANT RISK AND PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT PRIOR TO MAKING AN INVESTMENT DECISION. SEE "CERTAIN RISK FACTORS" HEREIN FOR CERTAIN RISK FACTORS. PROSPECTIVE INVESTORS SHOULD ALSO CAREFULLY EVALUATE THE MERITS AND RISKS OF INVESTMENT IN THE SERIES 2018 BONDS AND SHOULD CONFER WITH THEIR LEGAL AND FINANCIAL ADVISORS, AS DEEMED APPROPRIATE.

Maturities, Amounts, Interest Rates and Prices or Yields on the Series 2018 Bonds are all as shown on the inside cover page.

The Series 2018 Bonds will be offered when issued by the City and accepted by the Underwriters subject to prior sale, when, as and if issued and subject to the approving opinions of Greenberg Traurig, LLP, Philadelphia, Pennsylvania and Chirio & Nunes, PC, Chicago, Illinois, as Co-Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Obligated Group by Greenberg Traurig, LLP, Philadelphia. Prunster and his counsel, Katten Muchin Rosenman LLP, New York, New York. Certain legal matters will be passed upon for the City by its Corporation Counsel and (if in connection with the preparation of this Official Statement, Charity X-Associates, P.C., Chicago, Illinois. Disclosure pursuant to the City of Chicago's policy that delivery of the Series 2018 Bonds in book-entry form will be made through the facilities of DTC on or about April 11, 2018.

Goldman Sachs & Co. LLC

\$119,735,000 CITY OF CHICAGO CHICAGO O'HARE INTERNATIONAL AIRPORT SENIOR SPECIAL FACILITIES REVENUE BONDS (TRIPS OBLIGATED GROUP), SERIES 2018

Maturities, Amounts, Interest Rates, Prices or Yields and CUSIP* Numbers

\$6,570,000 5.00% Term Bonds due July 1, 2033; Yield 3.75%**; CUSIP* 167590EY0 \$24,735,000
5.00% Term Bonds due July 1, 2038; Yield 3.90%**; CUSIP* 167590EZ7 \$88,430,000 5.00% Term
Bonds due July 1, 2048; Yield 4.00%**; CUSIP* 167590FAI

* CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. The CUSIP numbers listed are being provided solely for the convenience of the bondholders only at the time of sale of the Series 201N Bonds and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to change after the sale of the Series 2018 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 201X Bonds.

[†] Yield to the July 1, 2112X optional redemption date.

[This Page Intentionally Left Blank]

IMPORTANT INFORMATION ABOUT THIS OFFICIAL STATEMENT

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE OBLIGATED GROUP AND THE TERMS OF THE SERIES 2018 BONDS, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2018 BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE CITY HAS NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Underwriters have provided the following sentence for inclusion in the Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

None of the Obligated Group or any of their respective representatives make any representation to any offeree or purchaser of the Series 2018 Bonds regarding the legality of an investment by such offeree or purchaser under legal investment or similar laws. Moreover, prospective investors are not to construe the contents of this Official Statement as investment, legal or tax advice. Each investor should consult with its own advisors with respect to the legal, tax, business, financial and related aspects of any purchase of the Series 2018 Bonds.

This Official Statement is not to be construed as constituting an agreement with purchasers of the Series 2018 Bonds.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact and no representation is made that any of the estimates will be realized.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Series 2018 Bonds made hereunder will under any circumstances create any implication that there has been no change in the affairs of the Obligated Group or in any other matter since the date hereof.

The information contained herein has been obtained from the Obligated Group and other sources believed to be reliable.

CERTAIN PERSONS PARTICIPATING IN THIS ISSUANCE MAY ENGAGE IN TRANSACTIONS WHICH STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE SERIES 2018 BONDS. SUCH STABILIZING, IF

COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The order and placement of material in this Official Statement, including the appendices, are not to be deemed a determination of relevance, materiality or importance, and all material in this Official Statement, including all appendices, must be considered in its entirety.

Where statutes, reports, agreements or other documents are referred to herein, reference should be made to such statutes, reports, agreements or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof, and all summaries of such statutes, reports or other documents are qualified in their entirety by reference to such statutes, reports or other documents.

If and when included in this Official Statement, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates" and analogous expressions are intended to identify forward-looking statements and any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social and economic conditions, regulatory initiatives and compliance with

governmental regulations, litigation and various other events, conditions and circumstances, many of which are beyond the control of the Obligated Group. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements speak only as of the date of this Official Statement. The Underwriters, the City and the Obligated Group disclaim any obligations or undertaking to release publicly any updates or revision to any forward-looking statement contained herein to reflect any change in the expectations of the Obligated Group with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

The KPMG audit report included in this Official Statement relates solely to the historical consolidated financial statements for Transportation Infrastructure Properties, LLC for the year ending December 31, 2017. It does not extend to the prospective financial information and should not be read to do so. The prospective financial information included in this Official Statement has been prepared by Acroterm Management, LLC (the "Manager"). KPMG has neither examined, compiled nor performed any procedures with respect to the accompanying prospective financial information and, accordingly, KPMG does not express an opinion or any other form of assurance with respect thereto.

The Series 2018 Bonds and the Senior 2018 Note have not and will not be registered under the Securities Act of 1933, as amended, or under any state securities law, and the Bond Indenture and the Master Indenture have not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon the exemptions contained in such Acts. The registration, qualification or exemption therefrom of the Series 2018 Bonds and the Senior 2018 Note in accordance with the applicable securities laws of the jurisdictions wherein the Series 2018 Bonds may be offered or sold shall not be construed as a recommendation of the Series 2018 Bonds by any person. The Series 2018 Bonds will not be listed on any stock or other securities exchange. The Series 2018 Bonds have not been recommended by any federal or state securities commission or regulatory authority, and neither the Securities and Exchange Commission nor any other federal, state or governmental entity or agency have passed upon the accuracy or adequacy hereof. Any representation to the contrary may be a criminal offense.

TABLE OF CONTENTS

	Pace
SUMMARY OF OFFERING	i
INTRODUCTORY STATEMENT	1
General	1
Limitations of Sources of Repayment	2
Limited Obligations	2
Other Information	2
THE CITY	3
Limited Obligations	3
Other Obligations	3

CHICAGO O'HARE INTERNATIONAL AIRPORT	3
THE PROJECT FACILITIES	4
THE PLAN OF FINANCE	4
ESTIMATED SOURCES AND USES OF FUNDS	4
THE SERIES 2018 BONDS	4
General	4
Redemption Prior to Maturity	5
Book-Entry Only System	8
Additional Information	11
SECURITY FOR THE SERIES 2018 BONDS	11
Limited Obligations; Pledge of Trust Estate; Certain Funds Held by Chicago Bond Trustee	11
Loan Agreement	12
Additional Bonds/Additional Obligations	13
Common Security	13
COMMON SECURITY FOR OBLIGATED GROUP	13
General	13
Mortgages	13
Gross Revenue Pledge Under Master Indenture	14
Flow of Funds	15
Distributions to the Obligated Group	16
Payment of Ground Rent/Ground Leases Are Principal Asset	17
Ground Lease Consents and Estoppels	17
Additional Bonds/Additional Obligations	17
Amendments to Master Indenture	19
Rate Covenant	20
Membership Interest Pledge Agreements	21
OBLIGATED GROUP INDEBTEDNESS	23
OBLIGATED GROUP DEBT SERVICE REQUIREMENTS ON OUTSTANDING BONDS	24
THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE	25
General	25
The Members and the Facilities	25
Membership Structure	28
Group Representative	30
Additional Members	30
Cessation of Status as Member	31
Limited Assets of Obligated Group	31
THE FACILITIES, MANAGEMENT AND THE TENANTS	31
General	31
The Facilities	32
Recent Changes to Ground Leases	34
Management of the Facilities	34
Management of the Fuel Farm	35
Insurance Program	36
Major Tenants	36
Average Remaining Tenant Lease Terms of Major Tenants	39
Actual Historical Cash Flows	40

TABLE OF CONTENTS

Page

PROJECTED CASH FLOWS	41
CBRE Projections	41
CBRE Independent Consultant Report	42
CERTAIN RISK FACTORS	44

General	44
Limited Recourse Transaction	44
The Series 2018 Bonds May Not Be a Suitable Investment	44
Payment is Dependent Upon Gross Revenues From the Facilities	44
Expectations as to Gross Revenues May Not Represent Future Net Cash Flow	46
Value of the Facilities May Be Adversely Affected Even When There Is No Change in Gross Revenues	46
Increased Operating Expenses Can Adversely Affect the Amount of Gross Revenues	
Sufficient for Timely Payment of the Obligations	47
Risks Arising Under the Ground Leases	47
Risks Arising Under Tenant Leases	47
Bankruptcy of a Major Tenant or Decline in a Major Tenant's Financial Condition May Result in Losses	48
Default of One or More Major Tenants May Result in a Material Decline in Gross Revenues and May Result in a Decline in the Value of the Mortgaged Property	49
Taxation of Interest on the Series 2018 Bonds	49
Factors Limiting Enforcement or Rights and Realization on Collateral	49
No Ability to Pay Series 2018 Bonds Upon Mandatory Redemption or Acceleration	50
Enforceability of Lien on Gross Revenues	50
Risks Relating to Enforceability of Cross-Collateralization	51
Risk Factors Relating to the Air Transportation Industry	51
Factors Affecting the Air Cargo Industry	52
Terrorist Attacks	52
Terrorism Insurance for the Members May be Unavailable or Insufficient	53
Damage, Destruction or Condemnation	54
Insurance May Not Be Available or Adequate	54
Certain Ground Leases Include Requirements Regarding Application of Insurance Awards and Condemnation Proceeds	54
Limited Assets of the Obligated Group	55
Additional Debt	55
Members of the Obligated Group May Be Subject to Environmental Liabilities	56
TAX MATTERS	56
General	56
Original Issue Premium	57
Changes in Federal and State Tax Law	57
Information Reporting and Backup Withholding	57
CERTAIN RELATIONSHIPS AND POTENTIAL CONFLICTS OF INTEREST	58
CONTINUING DISCLOSURE	58
RATING	59
UNDERWRITING	59
LEGAL MATTERS	59
LITIGATION	60
MISCELLANEOUS	61

TABLE OF CONTENTS

Page

APPENDICES

APPENDIX A - SCHEDULE OF DEFINITIONS	A - 1
APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE	B - I
APPENDIX C - SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT	C - I
APPENDIX D - SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE	D - 1
APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES	E - 1
APPENDIX F - SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGES	F - 1
APPENDIX G - FINANCIAL STATEMENTS OF TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC, AND INDEPENDENT AUDITORS' REPORTS FOR FISCAL YEAR ENDED DECEMBER 31, 2017	G - 1
APPENDIX H - 7 FORM OF CONTINUING DISCLOSURE AGREEMENT	H - 1
APPENDIX I - FORM OF APPROVING OPINION OF CO-BOND COUNSEL	I - 1
APPENDIX J - INDEPENDENT CONSULTANT REPORT	J - 1
[This Page Intentionally Left Blank]	
SUMMARY OF OFFERING	

This Official Statement (this "Official Statement") relates to the issuance of SI 19,735,000 aggregate principal amount of City of Chicago Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TrIPs Obligated Group), Series 2018 (the "Series 2018 Bonds") secured by the Senior 2018 Note (described herein) issued by the Transportation Infrastructure Properties, LLC ("TrIPs") Obligated Group described herein and includes the cover pages hereof the inside cover page, the forepart hereof and the appendices hereto.

The information contained in this "Summary of Offering" section is only a brief description and a full review should be made of this entire Official Statement, including the Appendices hereof and any documents incorporated herein by reference. This "Summary of Offering" is expressly qualified by reference to this entire Official Statement. This Official Statement speaks only as of its date and the information contained in this Official Statement is subject to change without notice. Terms used in this Official Statement and not defined in the body of this Official Statement are defined in APPENDIX A - "SCHEDULE OF DEFINITIONS," or APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE."

The proceeds of the Series 2018 Bonds are to be used to: (i) finance or refinance the acquisition, construction, equipping and/or improving of air cargo and fuel farm facilities located at Chicago O'Hare International Airport, Chicago, Illinois, leased to Aero Chicago Distribution Infrastructure, LLC ("Aero Infrastructure") and Aero Chicago, LLC ("Aero Chicago"), respectively, all as described herein (each a "Borrower" and, together, the "Borrowers"); (ii) fund a deposit to the Debt Service Reserve Fund for the Series 2018 Bonds; and (iii) pay the costs of issuance of the Series 2018 Bonds.

Contemporaneously with the issuance of the Series 2018 Bonds, the Borrowers and certain Members will be added to and certain Members will be removed from the Obligated Group. The Members listed in "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE - The Members and Facilities" herein, together with Transportation Infrastructure Properties, LLC, a Delaware limited liability company ("TrIPs"), form the Obligated Group (the "Members"). The Obligated Group, on the date of issuance of the Series 2018 Bonds, will be comprised of TrIPs and a group of thirty-six (36) affiliated entities, all of the ownership interests of which are owned by TrIPs. In addition, the membership interest of TrIPs is approximately 99% owned through a number of affiliated subsidiaries by Realterm Airport Logistics Properties, L.P. ("RALP"), a partnership which is owned by certain institutional investors and RAL GP, LLC, an affiliate of RALP ("RAL"). Neither RALP nor RAL is a Member of the Obligated Group. See "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE - General" herein. Each Member of the Obligated Group has agreed to be jointly and severally liable on the Obligations of all Members issued pursuant to the Master Trust Indenture (Security Agreement), dated as of September 1, 2012, as supplemented by a First Supplemental Master Trust Indenture, dated as of September 1, 2012, and further supplemented by a Second Supplemental Master Trust Indenture, dated as of April 1, 2018 (together, the "Master Indenture"), among the Members and Wells Fargo Bank, National Association, as Master Trustee (the "Master Trustee"). See "COMMON SECURITY FOR OBLIGATED GROUP" herein. Each of the Members has entered into one or more long-term ground leases with municipal entities for the lease of, certain airport property upon which such Members have acquired or constructed certain

air cargo handling and fuel farm

(i)

facilities. The Members hold ground lease interests in air cargo handling and other related facilities at twenty-five (25) airports across the United States, aggregating approximately 6.8 million square feet of building space and approximately 5.6 million square feet of airport ramp space. The Members have subleased each of their respective air cargo handling and related facilities to one or more tenants (the "Tenants") who use all or a portion of such Facilities to conduct air freight or air cargo operations, or other aviation-related businesses or other businesses permitted under the respective Ground Leases. The only source of revenue of the Obligated Group is rentals received from such Tenants and revenue received from the fuel farm located at Chicago O'Hare International Airport. See "THE FACILITIES, MANAGEMENT AND THE TENANTS" herein.

Security for the

Series 2018 Bonds

The Series 2018 Bonds are payable from loan payments made jointly and severally by the Borrowers to the City of Chicago (the "City") pursuant to a Loan and Security Agreement dated as of April 1, 2018 (the "Loan Agreement") between the City and the Borrowers. Payments under the Loan Agreement will be made by the Master Trustee to the Chicago Bond Trustee (defined below) from funds deposited by the Obligated Group under the Master Indenture in accordance with the terms of the Senior 2018 Note (described below) and the the Master Indenture. The City's rights under the Loan Agreement (except for certain rights reserved to the City) have been assigned by the City to The Bank of New York Mellon Trust Company, N.A. as bond trustee for the Series 2018 Bonds (the "Chicago Bond Trustee") pursuant to a Trust Indenture dated as of April 1, 2018 (the "Bond Indenture") between the City and the Chicago Bond Trustee. To secure its limited obligation to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest on the Series 2018 Bonds, the City has assigned and pledged to the Chicago Bond Trustee, and granted a security interest in, the funds created by the Bond Indenture (other than the Rebate Fund), all of the City's right, title and interest in the trust estate established under the Bond Indenture including, without limitation, all of the City's right, title and interest in the Loan Agreement (except for certain rights reserved to the City) and all revenues, payments, receipts and moneys to be received and held thereunder.

The Series 2018 Bonds do not represent or constitute an indebtedness of the City or a loan of credit thereof or a charge against the general credit or taxing power of the City within the meaning of any constitutional or statutory provision of the State of Illinois (the "State"). Neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof, is pledged to the payment of the principal or purchase price of the Series 2018 Bonds, or the interest or any premium thereon, or other costs incident thereto. The Series 2018 Bonds are limited obligations payable solely from the revenues pledged to such payment under the Master Indenture and no owner or owners of the Series 2018 Bonds shall ever have the right to compel any exercise of taxing power of the City, the State or any political subdivision thereof or to enforce the payment of the Series 2018 Bonds against any property of the Issuer, the State or any such political subdivision.

The Senior 2018 Note

The obligations of the Borrowers under the Loan Agreement with respect to the Series 2018 Bonds, are secured by a separate Senior Master Indenture Promissory Note, Series 2018-1 (the "Senior 2018 Note" and together with any other senior notes issued under the Master Indenture, the "Senior Notes"), in favor of the Chicago Bond Trustee. The Senior 2018 Note will be dated the date

(ii)

of the issuance of the Series 2018 Bonds and will be issued simultaneously with the issuance of the Series 2018 Bonds by the

Obligated Group under the Master Indenture. Each of the Members of the Obligated Group are jointly and severally liable on all obligations issued under the Master Indenture, including the Senior 2018 Note.

The payment obligations of the Obligated Group with respect to all of the Series 2018 Bonds are secured as Senior Obligations. The Senior 2018 Note constitutes a Senior Obligations under the Master Indenture. All

Obligations issued under the Master Indenture are joint and several obligations of all Members of the Obligated Group. See "OBLIGATED GROUP DEBT SERVICE REQUIREMENTS ON OUTSTANDING BONDS." The Master Indenture permits the issuance by the Members of additional Senior Obligations, Subordinate Class A Obligations and additional Subordinate Class B Obligations under the Master Indenture. The ability of the Members to either (i) incur obligations outside of the Master Indenture or (ii) issue Obligations under the Master Indenture, is restricted. See "COMMON SECURITY FOR OBLIGATED GROUP."

On September 13, 2012, the Obligated Group issued Senior Notes and Subordinate Class B Notes to secure certain bonds issued on such date. On the date of this Official Statement, the outstanding principal amount of such bonds equals \$358,080,000. See "OBLIGATED GROUP INDEBTEDNESS" herein.

The Obligations of the Members (as of the date of issuance of the Series 2018 Bonds) under the Master Indenture are secured by certain leasehold mortgages or leasehold deeds of trust, as applicable, on all or a portion of certain Member's leasehold interest in its Facility, from such Members to the Master Trustee (each a "Mortgage" and, collectively, the "Mortgages"). See "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE - The Members and the Facilities" and "- COMMON SECURITY FOR OBLIGATED GROUP -Mortgages" herein.

In order to further secure their obligations under the Senior Notes, Subordinate Notes and any Additional Obligations (as defined in the Master Indenture) issued pursuant to the Master Indenture, the Members of the Obligated Group have assigned and pledged to the Master Trustee, and with respect to the Senior Notes and any and all other Senior Obligations to be issued under the Master Indenture, granted a first priority security interest with respect thereto, to the Master Trustee in all Funds held under the Master Indenture (other than the Rebate Fund), and all right, title and interest in the Gross Revenues of the Obligated Group. The Master Indenture requires that Gross Revenues of the Obligated Group (other than amounts to be paid or which have accrued that month under each of the Ground Leases (as hereinafter defined) be deposited with the Master Trustee to be applied as provided under the Master Indenture on or before the 15th day of each month for the payment of, among other things, operation and maintenance expenses of the Members, debt service on outstanding Obligations and deposits to certain reserve funds. Although the Master Trustee has a pledge of all Gross Revenues (including, without limitation, amounts needed to pay rent under any Ground Lease), the Ground Lease rentals are paid by the Members directly to the ground lessors to avoid any delays that might occur as a result of multiple transfers between the parties. See "COMMON SECURITY FOR OBLIGATED GROUP - Master Indenture -Gross Revenue Pledge."

(iii)

THE SENIOR NOTES CONSTITUTE THE JOINT AND SEVERAL OBLIGATIONS OF EACH MEMBER OF THE OBLIGATED GROUP UNDER THE MASTER INDENTURE. GROSS REVENUES OF THE OBLIGATED GROUP DEPOSITED PURSUANT TO THE MASTER INDENTURE WILL BE APPLIED TO SATISFY PAYMENT OF ALL SENIOR OBLIGATIONS, ON A PARITY BASIS, INCLUDING, WITHOUT LIMITATION, THE SENIOR 2018 NOTE. HOWEVER, (A) FAILURE BY THE BORROWERS TO SATISFY ITS PAYMENT OBLIGATIONS UNDER THE LOAN AGREEMENT OR FAILURE BY ANY MEMBER TO SATISFY IS PAYMENT OBLIGATIONS UNDER ANY FINANCING OR LOAN AGREEMENT (COLLECTIVELY REFERRED TO HEREIN AS THE "FINANCING AGREEMENTS"), (B) THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER EITHER A FINANCING AGREEMENT OR A RELATED MORTGAGE, OR (C) THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER A RELATED INDENTURE, WILL CONSTITUTE AN EVENT OF DEFAULT UNDER THE MASTER INDENTURE AND UNDER EACH OF THE FINANCING AGREEMENTS, MORTGAGES AND INDENTURES, WHICH MAY RESULT IN ACCELERATION OF ALL OR A PORTION OF THE SERIES 2018 BONDS.

At the time of issuance of the Series 2018 Bonds, the Chicago Bond Trustee will deposit into the Debt Service Reserve Fund established with respect to the Series 2018 Bonds, an amount equal to the Debt Service Reserve Requirement with respect to the Series 2018 Bonds. The "Debt Service Reserve Requirement" shall mean, as of any particular date of computation, an amount (which amount may take the form of cash, Qualified Investments or any combination thereof) equal to fifty percent (50%) (or one hundred percent (100%) upon receipt by the Chicago Bond Trustee of a Notice of Reserve Fund Increase until receipt by the Chicago Bond Trustee of a Notice of Reserve Fund Decrease) of the maximum annual debt service requirements for the Series 2018 Bonds, but in no

event greater than the least of: (i) ten percent (10%) of the net proceeds of the Series 2018 Bonds; (ii) one hundred percent (100%) of the greatest amount required in the then current or any future calendar year to pay the sum of the scheduled principal and interest payable on the Outstanding Series 2018 Bonds; or (iii) one hundred twenty-five percent (125%) of the average annual amount required in the then current or any future calendar year to pay the sum of scheduled principal and interest on the Outstanding Series 2018 Bonds. Under the Master Indenture, deposits to cure any deficiency in each Debt Service Fund will be made by the Master Trustee from Gross Revenues of the Members; however, the Debt Service Reserve Funds are not held under the Master Indenture.

The Obligated Group shall use all commercially reasonable efforts to jointly maintain a Debt Service Coverage Ratio of at least 1.25 for each applicable test period specified in "COMMON SECURITY FOR OBLIGATED GROUP -Rate Covenant - Testing Compliance" provided, however, that notwithstanding any other provision of the Master Indenture, the failure of the Members of the Obligated Group to maintain a Debt Service Coverage Ratio shall not be deemed to constitute an Event of Default under the Master Indenture, so long as (i) the Obligated Group takes all commercially reasonable action to comply with the procedures for preparing and implementing a report for correcting such deficiency and (ii) if the Debt Service Coverage Ratio tested in accordance with "- Testing Compliance" as of the end of any fiscal quarter, is less than 1.0, the owners of the Members shall have made contributions to the Members or otherwise caused the Debt Service Coverage Ratio to be at least 1.0 within five (5) Business Days of the applicable test date, as evidenced by a new Officer's Certificate of the Group Representative. If the actual Debt Service Coverage

(iv)

Ratio is less than 1.25 (i) as of any quarterly testing date or (ii) as of the end of a Fiscal Year, then, within one hundred twenty (120) days of receipt of the certification showing such deficiency, the Group Representative shall deliver to the Master Trustee and each Bond Trustee, an Independent Consultant's report setting forth in detail the reasons for such deficiency and recommending a specific plan designed to achieve a Debt Service Coverage Ratio of 1.25 in the following Fiscal Year (which plan may include a recommendation that one or more Members retain a different Manager (as defined in the Official Statement)). In addition, if the Senior Debt Service Coverage Ratio or the Projected Senior Debt Service Coverage Ratio has been below 1.30 for eight consecutive fiscal quarters, the Group Representative is required to deliver to the Master Trustee a Notice of Reserve Fund Increase, and, thereupon the Debt Service Reserve Requirement with respect to each Series of Senior Bonds shall increase from fifty percent (50%) of the maximum annual debt service requirements for all Series of Bonds to 100% of the maximum annual debt service requirements for such Series of Bonds, subject to federal tax limitations on reserve funds for Tax Exempt Bonds. At any time following delivery of a Notice of Reserve Fund Increase, if the Senior Debt Service Coverage Ratio and the Projected Senior Debt Service Coverage Ratio has been above 1.30 for twenty (20) consecutive fiscal quarters, a Notice of Reserve Fund Decrease shall be delivered and the Debt Service Reserve Requirement shall revert to an amount equal to fifty percent (50%) of the maximum annual debt service requirements for all Series of Bonds, subject again to the federal tax limitations on reserve funds for the Tax Exempt Bonds. Sec "SECURITY FOR THE SERIES 2018 BONDS - Limited Obligations; Pledge of Trust Estate; Certain Funds Held by the Chicago Bond Trustee" in the Official Statement.

Pledge of Ownership Interests.. The Obligations issued under the Master Indenture, including the Series 2018 Note, are also secured by a pledge by TriPs to the Master Trustee of its ownership interest in each of the Members and a pledge by TriPs Holding Company, LLC to the Master Trustee of its ownership interest in TriPs.

Additional Bonds/Additional Obligations

The Bond Indenture provides that additional bonds ranking on a parity with the Series 2018 Bonds may be issued upon satisfaction of certain conditions set forth in the Bond Indenture. The Bond Indenture also provides that additional bonds subordinate to the Series 2018 Bonds, including Subordinate Bonds (and any additional bonds ranking on a parity thereto), may be issued upon satisfaction of certain conditions set forth in the Bond Indenture. Such additional bonds may be issued without Bondholders' consent upon satisfaction of the conditions of the Bond Indenture and the Master Indenture with respect to such additional bonds and the issuance of additional Notes or other Obligations under the Master Indenture to secure the same.

Moreover, additional Obligations may be issued under the Master Indenture to provide proceeds to the Members of the Obligated Group to finance additional projects in accordance with the provisions of the Master Indenture. See "COMMON SECURITY FOR OBLIGATED GROUP - Additional Bonds/Additional Obligations."

Tenants and Leases

Each Member of the Obligated Group, except Aero Infrastructure, has leased or subleased its Facilities to one or more Tenants, who use all or a portion of such Facilities to conduct freight or air cargo operations, or other aviation-related businesses, or other businesses permitted under the Ground Leases and will pay rent and other lease charges to such Member pursuant to a lease or sublease (each such existing or future lease or sublease, a "Tenant Lease" and collectively, the "Tenant Leases"). Aero Infrastructure owns a fuel farm at Chicago O'Hare International Airport and has contracted with an unrelated third

(v)

party who operates such fuel farm (the "Fuel Farm "). Air cargo carriers fuel planes at the Fuel Farm, and Aero Infrastructure receives revenue for each gallon of fuel sold to such carriers ("Fuel Farm Revenue"). Such rents and other lease charges constitute the only source of revenue of the Members. Each such Member's interest in its respective Tenant Lease(s) in those portions of the Facilities covered by the Mortgages, along with its leasehold interest in such applicable Facilities, have been collaterally assigned to the Master Trustee and are security for the Members' Obligations issued under the Master Indenture which secure the Series 2018 Bonds and all other outstanding Obligations. See "THE FACILITIES, MANAGEMENT AND THE TENANTS."

THE VARIOUS TENANTS OF THE FACILITIES LEASED OR SUBLEASED BY THE MEMBERS OF THE OBLIGATED GROUP DO NOT HAVE, AND WILL NOT HAVE, ANY OBLIGATION TO MAKE ANY PAYMENTS WITH RESPECT TO THE SERIES 2018 BONDS OR THE OBLIGATIONS, AND ARE OBLIGATED ONLY TO PAY RENT UNDER THEIR RESPECTIVE TENANT LEASES. ALTHOUGH CERTAIN TENANT LEASES ARE SUBJECT TO EXTENSION PURSUANT TO THE TERMS OF SUCH LEASES, THE STATED LEASE TERMS OF ALL OF THE CURRENT TENANT LEASES EXPIRE PRIOR TO THE FINAL MATURITY DATE OF THE SERIES 2018 BONDS.

NO FINANCIAL OR OTHER CREDIT INFORMATION HAS BEEN INCLUDED IN THIS OFFICIAL STATEMENT WITH RESPECT TO THE TENANTS.

CBRE, Inc. (the "Real Estate Consultant") has prepared for the Obligated Group a report entitled "Realterm TrIPS Portfolio - Feasibility Study" (the "Consultant Report"). A copy of the Consultant Report is attached as "APPENDIX J - INDEPENDENT CONSULTANT REPORT" to this Official Statement. The Consultant Report is addressed solely to Aeroterm and the Real Estate Consultant has no legal relationship with the bondholders. The Consultant Report should be read in its entirety for a full understanding of the Real Estate Consultant's analysis and the basis for its conclusions. The Consultant Report does not constitute a recommendation to any person to purchase or sell the Series 2018 Bonds. The conclusions reached in the Consultant Report are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth in the Consultant Report. See "CONSULTANT REPORT" for further information the Consultant Report, including with respect to the assumptions, hypothetical conditions and qualifications. Neither the City nor the Underwriters make any representation or warranty as to the correctness or completeness of the Consultant Report or the conclusions set forth therein.

The consolidated financial statements of Transportation Infrastructure Properties, LLC for fiscal years ended December 31, 2017 are included in APPENDIX G -"FINANCIAL STATEMENTS OF TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC, AND INDEPENDENT AUDITORS' REPORTS FOR FISCAL YEAR ENDED DECEMBER 31, 2017" of this Official Statement.

A number of risks that could affect the payments to be made with respect to the Series 2018 Bonds and/or the market value or liquidity of the Series 2018 Bonds are described in this Official Statement. Risks include, but are not limited to, Ground Lease termination risk, Tenant Lease renewal risk, taxation of interest on the Series 2018 Bonds, risks associated with the air cargo industry, failure to attract tenants to the Facilities, the risk that actual results and rental revenues

(vi)

actually collected differ from those assumed, the risk that the operating and maintenance expenses actually incurred differ from those assumed or projected, and others. Such risks are not intended to be a complete enumeration of all risks associated with the purchase or holding of the Series 2018 Bonds. See "CERTAIN RISK. FACTORS" herein for a discussion of some of the risks that could affect the market value or liquidity of the Series 2018 Bonds.

Limitations of Sources
of Repayment

THE MEMBERS OF THE OBLIGATED GROUP HAVE NO SIGNIFICANT ASSETS OTHER THAN LEASEHOLD INTERESTS IN CERTAIN FACILITIES, THE GROUND LEASES IN CERTAIN FACILITIES AND THE TENANT LEASES, AND PAYMENT OF THE SERIES 2018 BONDS IS THEREFORE DEPENDENT UPON REVENUES GENERATED BY THE TENANT LEASES AND FUEL FARM REVENUE. ALTHOUGH CERTAIN TENANT LEASES ARE SUBJECT TO EXTENSION PURSUANT TO THE TERMS OF SUCH LEASES, THE STATED LEASE TERMS OF ALL OF THE CURRENT TENANT LEASES EXPIRE PRIOR TO THE FINAL MATURITY DATE OF THE SERIES 2018 BONDS. PROSPECTIVE INVESTORS SHOULD READ THE SECTION ENTITLED "CERTAIN RISK FACTORS" FOR A DESCRIPTION OF CERTAIN RISKS WHICH MAY AFFECT THE ABILITY OF THE OBLIGATED GROUP TO GENERATE SUCH REVENUES.

[Remainder of Page Intentionally Left Blank]

[This Page Intentionally Left Blank]

OFFICAL STATEMENT

\$119,735,000 CITY OF CHICAGO CHICAGO O'HARE INTERNATIONAL AIRPORT SENIOR SPECIAL FACILITIES REVENUE BONDS (TRIPS OBLIGATED GROUP), SERIES 2018

INTRODUCTORY STATEMENT

General

This Official Statement, including the cover page, the inside cover page and the appendices hereto, and the information incorporated herein, sets forth certain information relating to the issuance of the \$119,735,000 aggregate principal amount of City of Chicago Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TriPs Obligated Group), Series 2018 (the "Series 2018 Bonds"). Terms used in this Official Statement and not defined herein are defined in APPENDIX A - "SCHEDULE OF DEFINITIONS," or APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE" hereto.

The Series 2018 Bonds will be issued under the authority granted to the City of Chicago (the "City") as a home rule unit of local government under the Illinois Constitution of 1970. The Series 2018 Bonds will be issued pursuant to an ordinance adopted by the City Council of the City on February 28, 2018, and approved by the Mayor on March 5, 2018 (the "Bond Ordinance"). The Series 2018 Bonds will also be issued and secured under a Trust Indenture dated as of April 1, 2018 (the "Bond Indenture") between the City and The Bank of New York Mellon Trust Company, N.A., as bond trustee (in such capacity under the Bond Indenture, the "Chicago Bond Trustee"). See APPENDIX B - "SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE" hereto.

The Series 2018 Bonds will be issued as a Senior Obligation and secured by Senior Master Indenture Promissory Note, Series 2018-1 (the "Senior 2018 Note"), and will be secured on a parity with other Senior Obligations of the Obligated Group and on a senior basis to Subordinate Class A Obligations and Subordinate Class B Obligations issued by the Obligated Group, all under the terms of a Master Trust Indenture (Security Agreement), dated as of September 1, 2012, as supplemented by a First Supplemental Master Trust Indenture, dated as of September 1, 2012, as further supplemented by a Second Supplemental Master Trust Indenture, dated as of April 1, 2018 (together, the "Master Indenture"), among the Members (as defined herein) and Wells Fargo Bank, National Association, as Master Trustee (the "Master Trustee"). See "COMMON SECURITY FOR OBLIGATED GROUP" herein. On September 13, 2012, the Obligated Group issued Senior Notes and Subordinate Class B Notes to secure certain bonds issued on such date-. On the date of this Official Statement, the outstanding principal amount of such bonds equals \$358,080,000. See "OBLIGATED GROUP INDEBTEDNESS" herein.

Contemporaneously with the issuance of the Series 2018 Bonds, the Borrowers (as defined herein) and certain Members will be added to and certain Members will be removed from the Obligated Group. On the date of issuance of the Series 2018 Bonds, the entities listed in "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE - The Members and Facilities" herein, together with Transportation Infrastructure Properties, LLC, a Delaware limited liability company ("TriPs"), form the Obligated Group (the "Members"). The Obligated Group is comprised of TriPs and a group of thirty-six (36) affiliated entities, all of the ownership interests of which are owned by TriPs. In addition, the membership interest of TriPs is approximately 99% owned through a number of affiliated subsidiaries by Realterm Airport Logistics Properties, L.P. ("RALP"), a partnership which is owned by certain institutional investors and RAL GP, LLC, an affiliate of RALP ("RAL"). Neither RALP nor RAL is a Member of the Obligated Group. See "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE -General" herein. Each Member of the Obligated Group has agreed to be jointly and severally liable on the Obligations of all Members issued pursuant to the Master Indenture. See "COMMON SECURITY FOR OBLIGATED GROUP" herein. Each of the Members has entered into one or more long-term ground lease ("Ground Lease") with municipal entities for the lease of certain airport property upon which such Members have acquired or constructed certain air cargo handling and fuel farm facilities. The Members lease air cargo handling facilities at twenty-five (25) airports across the United States, aggregating approximately 6.8 million square feet of building space and approximately 5.6 million square feet of airport ramp space. The Members have leased or subleased each of their respective air cargo handling facilities to one or more tenants (the "Tenants") who use all or a portion of such Facilities to conduct air freight or air cargo operations, or other aviation-related businesses or other businesses permitted under the respective Ground Leases. Aero Infrastructure (hereinafter defined) operates a fuel

gallon of fuel pumped through the Fuel Farm infrastructure ("Fuel Farm Revenue"). The only source of revenue of the Obligated Group is rentals received from such Tenants and Fuel Farm Revenue. See "THE FACILITIES, MANAGEMENT AND THE TENANTS" herein.

Limitations of Sources of Repayment

THE MEMBERS OF THE OBLIGATED GROUP HAVE NO SIGNIFICANT ASSETS, OTHER THAN THE GROUND LEASES IN CERTAIN FACILITIES AND THE TENANT LEASES, AND PAYMENT OF THE SERIES 2018 BONDS IS THEREFORE DEPENDENT UPON REVENUES GENERATED BY THE TENANT LEASES AND FUEL FARM REVENUE. FURTHER, THE TERMS OF ALL OF THE CURRENT TENANT LEASES EXPIRE PRIOR TO THE FINAL MATURITY DATE OF THE SERIES 2018 BONDS. PROSPECTIVE INVESTORS SHOULD READ "CERTAIN RISK FACTORS" HEREIN FOR A DESCRIPTION OF CERTAIN RISKS WHICH MAY AFFECT THE ABILITY OF THE OBLIGATED GROUP TO GENERATE SUCH REVENUES.

Limited Obligations

THE SERIES 2018 BONDS DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR A LOAN OF CREDIT THEREOF OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OF THE STATE OF ILLINOIS (THE "STATE"). NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PURCHASE PRICE OF THE SERIES 2018 BONDS, OR THE INTEREST OR ANY PREMIUM THEREON, OR OTHER COSTS INCIDENT THERETO. THE SERIES 2018 BONDS ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE REVENUES PLEDGED TO SUCH PAYMENT UNDER THE MASTER INDENTURE AND NO OWNER OR OWNERS OF THE SERIES 2018 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OR TO ENFORCE THE PAYMENT OF THE SERIES 2018 BONDS AGAINST ANY PROPERTY OF THE CITY, THE STATE OR ANY SUCH POLITICAL SUBDIVISION.

NEITHER THE OFFICERS OR AGENTS OF THE CITY NOR ANY PERSON THAT EXECUTED THE SERIES 2018 BONDS SHALL BE LIABLE PERSONALLY OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE THEREOF.

ACCORDINGLY, NO FINANCIAL INFORMATION WITH RESPECT TO THE CITY HAS BEEN INCLUDED IN THIS OFFICIAL STATEMENT.

THE CITY HAS NOT VERIFIED, AND DOES NOT REPRESENT IN ANY WAY, THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT.

Other Information

The information contained in this Introductory Statement is only a brief description and a full review should be made of the entire Official Statement including the Appendices and any documents or information incorporated herein by reference. This Introductory Statement is expressly qualified by reference to the entire Official Statement. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change without notice. All terms used, but not otherwise defined, herein are defined in APPENDIX A - "SCHEDULE OF DEFINITIONS." Summaries and descriptions of certain provisions of the Bond Indenture and the Loan and Security Agreement, dated as of April 1, 2018 (the "Loan Agreement") are included in Appendices B and C, respectively. Those descriptions and summaries do not purport to be comprehensive or definitive, and all references in this Official Statement to the Bond Indenture and the Loan Agreement are qualified in their entirety by reference to those documents, and all references to the Series 2018 Bonds are qualified by reference to the definitive form of the Series 2018 Bonds contained in the Bond Indenture. Copies of those documents may be obtained from Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, and such documents will also be on file at the designated corporate trust office of the Chicago Bond Trustee.

The purchase of the Series 2018 Bonds involves a significant degree of risk. Prospective purchasers should carefully consider the information under the caption "CERTAIN RISK FACTORS" herein.

THE CITY

The City is a municipality and a home rule unit of local government under the 1970 Constitution of the State. The Series 2018 Bonds are being issued under the authority and power granted to the City as a home rule unit by Article VII, Section 6(a) of the 1970 Constitution.

Limited Obligations

THE SERIES 2018 BONDS DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR A LOAN OF CREDIT THEREOF OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OF THE STATE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PURCHASE PRICE OF THE SERIES 2018 BONDS, OR THE INTEREST OR ANY PREMIUM THEREON, OR OTHER COSTS INCIDENT THERETO. THE SERIES 2018 BONDS ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE REVENUES PLEDGED TO SUCH PAYMENT UNDER THE MASTER INDENTURE AND NO OWNER OR OWNERS OF THE SERIES 2018 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OR TO ENFORCE THE PAYMENT OF THE SERIES 2018 BONDS AGAINST ANY PROPERTY OF THE CITY, THE STATE OR ANY SUCH POLITICAL SUBDIVISION.

Other Obligations

The City has issued, sold and delivered in the past, and expects to issue, sell and deliver in the future, obligations other than the Series 2018 Bonds, which other obligations are and will be secured by instruments separate and apart from the Loan Agreement, the Bond Indenture, the Series 2018 Bonds and the Master Trust Indenture. The holders of such obligations of the City will have no claim on the security for the Series 2018 Bonds, and the owners of the Series 2018 Bonds will have no claim on the security for such other obligations issued by the City.

CHICAGO O'HARE INTERNATIONAL AIRPORT

Chicago O'Hare International Airport ("O'Hare") is the primary commercial airport for the City. O'Hare occupies approximately 7,272 acres of land and is located 18 miles northwest of the City's central business district. Based on data from Airports Council International for the 12-month period ended December 2016, O'Hare ranked second worldwide and second in the United States in total aircraft operations, and sixth worldwide and third in the United States in terms of total passengers. According to the Chicago Department of Aviation, O'Hare had approximately 70.0 million total enplaned and deplaned passengers in 2014, approximately 76.9 million in 2015, and approximately 78.0 million in 2016. In 2017, a record of 79.8 million total passengers flew to or from O'Hare.

United Airlines and American Airlines each maintain a hub at O'Hare. United Airlines (including its regional affiliates) operated 560 daily departures from O'Hare as of March 2018 and accounted for 45.0 percent of enplaned passengers at O'Hare in 2017. American Airlines (including its regional affiliates) operated 432 daily departures from O'Hare as of March 2018 and accounted for 35.6 percent of enplaned passengers at O'Hare in 2017. As of March 2018*, O'Hare was served by 63 scheduled passenger airlines, 20 U.S. airlines and 43 foreign airlines.

With 19 air cargo buildings and nine aircraft maintenance hangars leased by airlines, O'Hare is a major center for other aviation-related activity such as aircraft maintenance and domestic and international air cargo shipment. In 2017, 25 cargo airlines operated at O'Hare. In addition, two flight kitchens, four buildings used for airline ground equipment maintenance, one United States Postal Service facility and an airport maintenance complex that stores and services snow removal and other equipment are located at O'Hare.

Includes seasonal service operated during the 12 months ended March 201 X.

The City owns and operates O'Hare, and the City has entered into the following ground leases: (i) that certain Northeast Quadrant O'Hare Airport Fuel Farm Lease, dated April 26, 2016, between the City, as ground lessor, and Aero Chicago Distribution Infrastructure, LLC ("Aero Infrastructure"), as ground lessee; (ii) that certain Aero Chicago, LLC Cargo Facility Phase I Lease, dated August 8, 2012, between the City, as ground lessor, and Aero Chicago, LLC ("Aero Chicago" and, together with Aero Infrastructure, the "Borrowers"), as ground lessee, as amended by that certain Amendment to Aero Chicago, LLC Phase I Cargo Facility Lease, dated June 30, 2016, between the City, as ground lessor, and Aero Chicago, as ground lessee; and (iii) Aero Chicago, LLC Cargo Facility Phase II Lease, dated April 26, 2016, between the City, as ground lessor, and Aero Chicago, as ground lessee, as such ground leases may from time to time be amended (collectively, the "Chicago 2018 Ground Leases"). Aero Chicago and Aero Infrastructure operate an integrated project consisting of a fueling station, air cargo facilities and other related facilities pursuant to and under the respective Chicago 2018 Ground Leases (the "Project Facilities"), and desire to finance or refinance the costs of the acquisition, construction, equipping and/or improvement of the Project Facilities.

THE PLAN OF FINANCE

The proceeds of the Series 2018 Bonds are to be used to: (i) finance or refinance the acquisition, construction, equipping and/or improving of the Project Facilities; (ii) fund a deposit to the Debt Service Reserve Fund for the Series 2018 Bonds; and (iii) pay the costs of issuance of the Series 2018 Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The following table shows the estimated sources and uses of funds in connection with the issuance of the aggregate principal amount of the Series 2018 Bonds:

Estimated Sources:

Principal amount of the Series 2018 Bonds...	SI 19,735,000.00
Original issue premium	10,320,482.90
Total Estimated Sources of Funds...	5130,055,482.90

Estimated Uses:

Reimbursement	\$ 122,000,000.00
Debt Service Reserve Fund	6,284,250.00
<u>Costs of Issuance^(a)</u>	<u>1,771,232.90</u>
Total Estimated Uses of Funds	\$ 130,055,482.90

Includes estimated costs of issuance and the Underwriters' discount.

THE SERIES 2018 BONDS

General

The Series 2018 Bonds are offered as fully registered bonds in the principal amounts as set forth on the inside cover page of this Official Statement. The Series 2018 Bonds are dated their date of delivery and will be offered only as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. Interest on the Series 2018 Bonds will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each January 1 and July 1, commencing on July 1, 2018 to maturity (or earlier redemption), at the rates and will mature on the dates and in the amounts and bear interest at the annual rates set forth on the inside cover page of this Official Statement. The Series 2018 Bonds will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Series 2018 Bonds. Purchases will be made only in book-entry form through DTC participants in the authorized denominations described above, and no physical delivery of Series 2018 Bonds will be made to purchasers. So long as Cede & Co. as nominee of DTC, is the registered owner, references to "Bondholders" or "registered owners" or "owners" or "holder" shall mean Cede & Co. and shall not mean the

beneficial owners of the Series 2018 Bonds, except under the heading "TAX MATTERS" herein. See "THE SERIES 2018 BONDS - Book-Entry Only System" herein.

Interest on the Series 2018 Bonds shall be payable to the persons appearing on the registration books of the Chicago Bond Trustee as the registered owners thereof on the Record Date (which shall be the close of business on the 15th day of the month immediately preceding each Interest Payment Date; provided, that if any such day is not a Business Day, the next preceding Business Day), (1) by check or draft mailed on the Interest Payment Date to the registered owners, or (2) by wire transfer on the Interest Payment Date to any owner of at least \$1,000,000 in aggregate principal amount of Series 2018 Bonds upon written notice provided by the owner to the Chicago Bond Trustee not later than five (5) Business Days prior to the Record Date for such interest payment. As long as the Series 2018 Bonds are registered in the name of Cede & Co. as nominee of the DTC, such payments will be made directly to DTC. See "BOOK-ENTRY ONLY SYSTEM" below.

Redemption Prior to Maturity

Optional Redemption. The Series 2018 Bonds are subject to optional redemption, upon the written direction of the Borrowers to the Chicago Bond Trustee, prior to maturity on or after July 1, 2028 in whole at any time, or in part from time to time, at a redemption price equal to the principal amount thereof plus interest accrued to the redemption date.

Extraordinary Optional Redemption. The Series 2018 Bonds are subject to redemption, in whole or in part, without premium, to the extent required by the Master Indenture following certain damage or condemnation events affecting any or all Facilities, on any date specified by the Group Representative. Series 2018 Bonds redeemed as described in this paragraph shall be redeemed at a redemption price equal to the unpaid principal amount thereof, without premium, plus accrued interest to the redemption date. The particular Series 2018 Bonds to be redeemed shall be selected in accordance with the provisions of the Bond Indenture. See "- Selection of Series 2018 Bonds to Be Redeemed" below.

THE EXTRAORDINARY OPTIONAL REDEMPTION OF SERIES 2018 BONDS DOES NOT RELEASE THE MEMBER RECEIVING THE PROCEEDS OF SUCH SERIES 2018 BONDS FROM ITS JOINT AND SEVERAL OBLIGATIONS UNDER THE FINANCING AGREEMENT OR MASTER INDENTURE OR RESULT IN THE RELEASE OF THE MORTGAGE OF SUCH MEMBER'S LEASEHOLD INTEREST IN ITS FACILITY SO LONG AS ITS CHICAGO 2018 GROUND LEASE REMAINS IN EFFECT, UNTIL ALL OF THE NOTES HAVE BEEN PAID IN FULL OR UNTIL THE MEMBER WOULD OTHERWISE BE RELEASED IN ACCORDANCE WITH THE PROVISIONS OF THE MASTER INDENTURE. See "CERTAIN RISK FACTORS - Risks Arising Under the Ground Leases" and APPENDIX F - "SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGES." See also APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE - Damage, Destruction and Condemnation" hereto for a description of the consequences of any damage, destruction, condemnation or taking with respect to any Facility and APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE - Cessation of Status as Member" herein for a description of release of a Member from its obligations under the Master Indenture.

Special Mandatory Redemption upon Sale of Asset. In the event the Series 2018 Bonds are not subject to optional redemption as described above, upon the sale of an asset by either Borrower to a Person not constituting a Member of the Obligated Group, the applicable portion of the Series 2018 Bonds are subject to special mandatory redemption in the years following the date of issuance of the Series 2018 Bonds, as set forth below, at a Redemption Price equal to the percentage set forth below of the Accreted Value (as defined below) of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

The "Accreted Value" of a Series 2018 Bond:

- a) on any interest payment date shall be, the value set forth in the "Accreted Values for the Series 2018 Bonds Based on \$5,000 Par Amount of Bonds" table below for each \$5,000 par amount of such Series 2018 Bond; and
- b) on any date between interest payment dates shall be determined on the basis of a straight line interpolation between the Accreted Values for the prior interest payment date and the succeeding interest payment date, based upon a 30-day month.

Redemption Dates (both dates inclusive) Date of Issuance through June 30, 2023 July 1, 2023 through June 30, 2024 July 1, 2024 through June 30, 2025 July 1, 2025 through June 30, 2026 July 1, 2026 through June 30, 2027 July 1, 2027 through June 30, 2028 July 1, 2028 and thereafter

Percentage of Accreted Value 110% 109 108 107 106 105 100

Accreted Values for the Series 2018 Bonds Based on \$5,000 Par Amount of Bonds**Maturity (July 1)**

	<u>Redemption Date</u>	<u>2033</u>	<u>2038</u>	<u>2048</u>
	7/1/2018	\$5,517.20	\$5,451.80	\$5,408.75
1/1/2019	5,495.60	5,433.15	5,391.95	
7/1/2019	5,473.65	5,414.05	5,374.80	
1/1/2020	5,451.30	5,394.65	5,357.25	
7/1/2020	5,428.50	5,374.85	5,339.40	
1/1/2021	5,405.30	5,354.65	5,321.20	
7/1/2021	5,381.65	5,334.05	5,302.65	
1/1/2022	5,357.55	5,313.10	5,283.70	
7/1/2022	5,333.00	5,291.70	5,264.35	
1/1/2023	5,308.00	5,269.90	5,244.65	
7/1/2023	5,282.55	5,247.65	5,224.55	
1/1/2024	5,256.55	5,224.95	5,204.05	
7/1/2024	5,230.15	5,201.85	5,183.10	
1/1/2025	5,203.20	5,178.30	5,161.75	
7/1/2025	5,175.75	5,154.25	5,140.00	
1/1/2026	5,147.80	5,129.80	5,117.80	
7/1/2026	5,119.35	5,104.80	5,095.15	
1/1/2027	5,090.30	5,079.35	5,072.05	
7/1/2027	5,060.75	5,053.40	5,048.50	
1/1/2028	5,030.65	5,026.95	5,024.50	

Mandatory Redemption upon the Occurrence of a Determination of Taxability. Upon the occurrence of a Determination of Taxability (as defined below), the Series 2018 Bonds are subject to mandatory redemption in whole on the earliest practicable date for which notice can be given (but in any event no later than sixty (60) days after the Chicago Bond Trustee has actual knowledge thereof) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest.

"Determination of Taxability" means, with respect to the Series 2018 Bonds, a determination that the interest income on the Series 2018 Bonds, does not qualify as being excludable from the gross income of the holder thereof ("exempt interest") for any reason other than that such holder is a "substantial user" of the Facility or a "related person" as such terms are defined in Section 147 of the Code, which determination shall be deemed to have been made upon the first to occur of any of the following: (a) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any private ruling, technical advice memorandum or any other written communication to the effect that the interest income on any of the Series 2018 Bonds does not qualify as exempt interest; (b) the date on which the Members shall receive notice from the Chicago Bond Trustee in writing that the Chicago Bond Trustee has been advised by any holder or former holder that the Internal Revenue Service has issued a thirty-day letter or other notice which asserts that the interest on any such Series 2018 Bond does not qualify as such exempt interest; or (c) the date on which the Chicago Bond Trustee receives written notice from any Bondholder that the Borrowers have, or the City has, taken any action inconsistent with, or has failed to act consistently with, the tax-exempt status of interest on the Series 2018 Bonds, provided that no Determination of Taxability shall be deemed to have occurred as a result of a determination by any Bondholder pursuant to clause (c) above unless such determination is supported by an Opinion of Bond Counsel to the effect that

the interest income on Series 2018 Bonds does not constitute exempt interest and that the Series 2018 Bonds do not qualify for a remedial action under the applicable regulations, compliance with which would render the interest on the Series 2018 Bonds exempt.

Mandatory Sinking Fund Redemption of Series 2018 Bonds. The Series 2018 Bonds described below are subject to mandatory sinking fund redemption in part by lot on July 1 of the years and in the respective principal amounts set forth below, at a Redemption Price equal to the principal amount thereof, from mandatory Sinking Fund payments which will be made in amounts

sufficient to redeem, on July 1 of each of the following years, the principal amount of the Series 2018 Bonds set forth opposite such year below:

\$6,570,000 Series 2018 Term Bonds

Maturing on July 1, 2033

<u>YEAR</u> <u>(July 1)</u>	<u>Amount</u>
2030	\$315,000
2031	680,000
2032	2,120,000
2032	2033*3,455,000

"Final Maturity.

\$24,735,000 Series 2018 Term Bonds Maturing on July 1, 2038

<u>YEAR</u> <u>(July 1)</u>	<u>Amount</u>
2034	\$4,010,000
2035	4,880,000
2036	5,365,000
2037	3,685,000
2037	2038* 6,795,000

"Final Maturity.

\$88,430,000 Series 2018 Term Bonds Maturing on July 1, 2048

<u>YEAR</u>	<u>(July 1)</u>	<u>Amount</u>
2039		\$7,450,000
2040		7,410,000
2041		7,950,000
2042		7,270,000
2043		8,365,000
2044		9,125,000
2045		9,365,000
2046		10,430,000
2047		9,095,000
2047		2048*11,970,000

"Final Maturity.

Selection of Series 2018 Bonds to Be Redeemed. In connection with any partial redemption of any Series 2018 Bonds other than a sinking fund redemption, the Group Representative shall specify the Series 2018 Bonds to

be redeemed and the maturities therein to be redeemed, which selection shall be made in accordance with applicable federal tax requirements and in accordance with the requirements of the Master Indenture (see the applicable optional redemption descriptions

above for the applicable Master Indenture requirements) and if no maturities are so specified, the Chicago Bond Trustee shall make a pro rata redemption within the maturities. So long as the Series 2018 Bonds are in the Book-Entry Only System, when Series 2018 Bonds are called, allocation within each maturity shall be made by DTC or any successor securities depository. See "- Book-Entry Only System" below.

Notice and Effect of Redemption. The Chicago Bond Trustee shall give notice of such redemption in the name of the City specifying the subsection of the Bond Indenture under which the redemption is to be made, the maturities, numbers and amounts of the Series 2018 Bonds or portions thereof to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable. Such notice shall further state that on such date there shall become due and payable, upon each Series 2018 Bond or portion thereof to be redeemed, the Redemption Price thereof together with interest accrued to the redemption date and all other amounts then due under the Loan Agreement and Senior 2018 Note, and that from and after such date interest thereon shall cease to accrue and be payable. Notice of redemption shall be given by the Chicago Bond Trustee by mailing a copy of each such notice to the registered owner of each such Series 2018 Bond by first-class mail, postage prepaid, addressed to such owner at its last known address as it appears upon the bond register, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall be effective when mailed and any failure to receive such notice shall not affect the validity of the proceedings for redemption. Notice having been given in such manner and the conditions for redemption stated in such notice having been met, the Series 2018 Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued to the redemption date. If, on the redemption date, moneys for the redemption of such Series 2018 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be held by the Paying Agent so as to be available therefor on such date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on such Series 2018 Bonds or portions thereof so called for redemption shall cease to accrue and become payable. If such moneys shall not be so available on the redemption date, such Series 2018 Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

If at the time of mailing of notice of an optional redemption or extraordinary optional redemption there shall not have been deposited with the Chicago Bond Trustee moneys sufficient to redeem all the Series 2018 Bonds called for redemption, such notice may state that it is conditioned upon the deposit with the Chicago Bond Trustee on or prior to the redemption date of moneys sufficient to pay the redemption price of the Series 2018 Bonds to be redeemed plus interest, if any, accrued thereon to the date of redemption; such notice shall be of no effect (and the redemption shall not occur) unless such moneys are so deposited.

Book-Entry Only System

The information under this heading has been furnished by DTC. Neither the City, nor the Members make any representations as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date thereof.

Beneficial ownership interests in the Series 2018 Bonds will be available in book-entry only form. Purchasers of beneficial ownership interests in the Series 2018 Bonds will not receive certificates representing their interests in the Series 2018 Bonds purchased.

DTC will act as securities depository for the Series 2018 Bonds. The Series 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2018 Bond certificate will be issued for each maturity of the Series 2018 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct

Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain

other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com <<http://www.dtcc.com>>.

Purchases of Series 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2018 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners, however, are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018 Bonds, except in the event that use of the book-entry system for the Series 2018 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2018 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the Series 2018 Bonds within a maturity of the Series 2018 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's MM1 Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and redemption premium, if any, of and interest payments on the Series 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Chicago Bond Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Chicago Bond Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Chicago Bond Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

The City and the Chicago Bond Trustee may treat DTC (or its nominee) as the sole and exclusive registered owner of the Series 2018 Bonds registered in its name for the purposes of payment of the principal and redemption premium, if any, of or interest on the Series 2018 Bonds, giving any notice permitted or required to be given to registered owners under the Bond Indenture,

registering the transfer of the Series 2018 Bonds or other action to be taken by registered owners and for all other purposes whatsoever. The City, the Obligated Group and the Chicago Bond Trustee have no responsibility or obligation to any Direct or Indirect Participant, any person claiming a beneficial ownership interest in the Series 2018 Bonds under or through DTC or any Direct or Indirect Participant, or any other person that is not shown on the registration books of the City (kept by the Chicago Bond Trustee) as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Direct or Indirect Participant, the payment by DTC or any Direct or Indirect Participant of any amount in respect of the principal, redemption premium, if any, or interest on the Series 2018 Bonds, any notice that is permitted or required to be given to registered owners thereunder or under the conditions to transfers or exchanges adopted by the City or other action taken by DTC as registered owner. Interest, redemption premium, if any, and principal will be paid by the Chicago Bond Trustee to DTC, or its nominee. Disbursement of such payments to the Direct or Indirect Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the Direct or Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2018 Bonds at any time by giving reasonable notice to the City and the Chicago Bond Trustee. Under such circumstances, in the event that a successor depository is not obtained, the Series 2018 Bond certificates are required to be printed and delivered.

The Borrowers may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, the Series 2018 Bond certificates will be printed and delivered to DTC.

Each person for whom a Direct or Indirect Participant acquires an interest in the Series 2018 Bonds, as nominee, may desire to make arrangements with such Direct or Indirect Participant to receive a credit balance in the records of such Direct or Indirect Participant, and may desire to make arrangements with such Direct or Indirect Participant to have all notices of redemption or other communications of DTC, which may affect such persons, to be forwarded in writing by such Direct or Indirect Participant and to have notification made of all interest payments. NEITHER THE CITY NOR THE CHICAGO BOND TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DIRECT OR INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2018 BONDS.

So long as Cede & Co. is the registered owner of the Series 2018 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the Series 2018 Bonds (other than under heading "TAX MATTERS" herein) means Cede & Co., as aforesaid, and does not mean the Beneficial Owners of the Series 2018 Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference only relates to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they will be sent by the Trustee to DTC only.

For every transfer and exchange of Series 2018 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

THE CITY, THE MEMBERS AND THE CHICAGO BOND TRUSTEE CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC OR DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2018 BONDS: (1) PAYMENTS OF PRINCIPAL OR REDEMPTION PRICE OF, IF APPLICABLE, SINKING FUND INSTALLMENTS, INTEREST ON THE SERIES 2018 BONDS; (2) CONFIRMATIONS OF THEIR OWNERSHIP INTERESTS IN THE SERIES 2018 BONDS; OR (3) OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS PARTNERSHIP NOMINEE, AS THE REGISTERED OWNER OF THE SERIES 2018 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC OR DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

THE CITY, THE MEMBERS AND THE CHICAGO BOND TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS. OR

THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OR REDEMPTION PRICE OF, SINKING FUNDING INSTALLMENTS, INTEREST ON THE SERIES 2018 BONDS; (3) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS UNDER

THE TERMS OF THE BOND INDENTURE; OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE REGISTERED HOLDER OF THE SERIES 2018 BONDS.

THE INFORMATION CONTAINED HEREIN CONCERNING DTC AND ITS BOOK-ENTRY SYSTEMS HAS BEEN OBTAINED FROM DTC AND NEITHER OF THE CITY NOR THE OBLIGATED GROUP MAKES ANY REPRESENTATION AS TO THE COMPLETENESS OR THE ACCURACY OF SUCH INFORMATION OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

Additional Information

For additional information regarding the Series 2018 Bonds and the Bond Indenture, see APPENDIX B -"SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE" hereto.

SECURITY FOR THE SERIES 2018 BONDS

Limited Obligations; Pledge of Trust Estate; Certain Funds Held by Chicago Bond Trustee

General. The Series 2018 Bonds are the special, limited obligations of the City and are secured by and payable solely from the "trust estate" established under the Bond Indenture. The "trust estate" created under the Bond Indenture includes the following: (i) the General Financing Documents (except to the extent to which any such document provides for retention of Unassigned Rights), including, without limitation, the Loan Agreement, Senior 2018 Note, all extensions and renewals of the term thereof, if any, together with all right, title, and interest of the City therein (including rights, title and interests of the respective Borrowers pledged to the City to secure the Borrower's obligations to the City pursuant to the Loan Agreement), including, but without limiting the generality of the foregoing, the present and continuing right to claim, collect, and receive any of the moneys, income, revenues, issues, profits, and other amounts payable or receivable thereunder, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the City is or may become entitled to do under the Loan Agreement and Senior 2018 Note but reserving to the City the Unassigned Rights upon the conditions therein set forth; (ii) all funds (except the Rebate Fund) and moneys and securities therein; and (iii) all moneys and securities from time to time held by the Chicago Bond Trustee or the Paying Agent under the terms of the Bond Indenture (except moneys and securities in the Rebate Fund) and any and all other real or personal property of every name and nature delivered concurrently with the Bond Indenture or from time to time thereafter delivered or by writing of any nature conveyed, mortgaged, pledged, assigned, or transferred as and for additional security under the Bond Indenture by the City or by anyone on its behalf, or with its written consent, to the Chicago Bond Trustee or the Paying Agent, which are authorized in the Bond Indenture to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Bond Indenture. Amounts held in the Rebate Fund under the Bond Indenture are not part of the "trust estate" created under the Bond Indenture, are not pledged to secure the Series 2018 Bonds and, consequently, will not be available to make payments on the Series 2018 Bonds. See "SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE" attached as APPENDIX B hereto for a description of the provisions of the Bond Indenture governing the transferability of the Series 2018 Bonds, redemption of the Series 2018 Bonds and defaults.

Debt Service Reserve Requirement At the issuance of the Series 2018 Bonds, the Chicago Bond Trustee will deposit into the Debt Service Reserve Fund established with respect to the Series 2018 Bonds, an amount equal to the Debt Service Reserve Requirement with respect to the Series 2018 Bonds. The "Debt Service Reserve Requirement" shall mean, as of any particular date of computation, an amount (which amount may take the form of cash. Qualified Investments or any combination thereof) equal to fifty percent (50%) (or one hundred percent (100%) upon receipt by the Chicago Bond Trustee of a Notice of Reserve Fund Increase until receipt by the Chicago Bond Trustee of a Notice of Reserve Fund Decrease) of the maximum annual debt service requirements for the Series 2018 Bonds, but in no event greater than the least of: (i) ten percent (10%) of the net proceeds of the Outstanding Series 2018 Bonds; (ii) one hundred percent (100%) of the greatest amount required in the then current

11

or any future calendar year to pay the sum of the scheduled principal and interest payable on Outstanding Series 2018 Bonds; or (iii) one hundred twenty-five percent (125%) of the average annual amount required in the then current or any future calendar year to pay the sum of scheduled principal and interest on Outstanding Series 2018 Bonds. See "COMMON SECURITY FOR OBLIGATED GROUP - Rate Covenant - Notice of Reserve Fund Increase" herein.

Debt Service Reserve Fund. As described above, at the issuance of the Series 2018 Bonds the Chicago Bond Trustee will deposit into the Debt Service Reserve Fund established with respect to the Series 2018 Bonds (the "Senior DSR Account") an amount

equal to the Debt Service Reserve Requirement with respect to the Series 2018 Bonds. Amounts in the Senior DSR Account shall be used to cure any deficiency in the Debt Service Fund on the date for the payment of principal or interest on such Series 2018 Bonds. If, on any Interest Payment Date, the amounts in such Debt Service Reserve Fund are less than the Debt Service Reserve Requirement, the Chicago Bond Trustee shall request the Borrowers to cause the Master Trustee to deposit with the Chicago Bond Trustee, on or before the 15th day of the current month, or if such date has passed, the next month, sufficient moneys to meet the Debt Service Reserve Requirement. No withdrawal from the Debt Service Reserve Fund to restore a deficiency in the Debt Service Fund will be deemed to cure any failure by the Borrowers to pay the amounts required by the Loan Agreement in respect of debt service on the Series 2018 Bonds. Deficiencies in the Senior DSR Account are required to be replenished from Gross Revenues held by the Master Trustee prior to depositing Gross Revenues to make payment with respect to any Subordinate Class B Bonds or to fill any deficiencies in any Subordinate DSR Account. See "COMMON SECURITY FOR OBLIGATED GROUP - Flow of Funds" herein. Deposits to the Debt Service Reserve Fund will be required to be made at the time of the issuance of any Additional Bonds under the Bond Indenture constituting Senior Bonds in an amount sufficient to satisfy the Debt Service Reserve Requirement at such time, and such additional bonds will be secured, on a parity basis with the Series 2018 Bonds and other Senior Bonds, by any funds on deposit in, such the Senior DSR Account. See APPENDIX B - "SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE - Debt Service Reserve Fund" hereto. Deposits to replenish any withdrawal from the Debt Service Reserve Fund (including any debt service reserve fund established for any other Bonds outstanding) will be made by the Master Trustee from Gross Revenues of the Members deposited pursuant to the Master Indenture. See "- Flow of Funds" herein. Under the Master Indenture, deposits to cure any deficiency in each Debt Service Fund will be made by the Master Trustee from Gross Revenues of the Members; however, the Debt Service Reserve Funds are not held under the Master Indenture.

The Bond Indenture provides that, (i) until such time as Additional Bonds are issued, the Debt Service Reserve Requirement with respect to the Senior Bonds shall be maintained under the Bond Indenture and the amount of such Debt Service Reserve Requirement shall be recalculated on each January 1 and July 1 as specified in a notice from the Group Representative, increased pursuant to a Notice of Reserve Fund Increase, or reduced pursuant to a Notice of Reserve Fund Decrease, all as provided under the Master Indenture, and (ii) upon the issuance of Additional Bonds and thereafter, the Debt Service Reserve Requirement with respect to the Senior Bonds shall equal the amount required to meet the Debt Service Reserve Requirement of the Master Indenture.

Debt Service Fund. The Bond Indenture provides for the establishment of a Debt Service Fund into which funds shall be deposited to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest on the Series 2018 Bonds when due. Moneys are deposited into the Debt Service Fund as and when required by the Master Trustee from the Debt Service Fund established under the Master Indenture and funded from Gross Revenues of the Members deposited into the Master Indenture. See "COMMON SECURITY FOR OBLIGATED GROUP - Gross Revenue Pledge" herein. The Master Indenture provides that moneys on deposit in the Debt Service Fund established under the Master Indenture be used first to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest on the Senior Obligations (including, but not limited to the Senior 2018 Note), without priority or preference, second, to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest on the Subordinate Class A Obligations, without priority or preference, and third to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest on the Subordinate Class B Obligations. Under the Master Indenture, the Master Trustee is required to transfer all amounts due on the Series 2018 Bonds to the Chicago Bond Trustee on the Business Day prior to the date payment is due on the Series 2018 Bonds.

Loan Agreement

Pursuant to the Loan Agreement between the City and the Borrowers, the Borrowers agreed to make payment, or cause the Master Trustee to pay, to the Chicago Bond Trustee, on the Business Day prior to each payment for the Series 2018 Bonds, an amount equal to the principal or Redemption Price, if applicable. Sinking

12

Fund Installments, and interest due on the Series 2018 Bonds. Payments made under the Loan Agreement will be made by the Master Trustee to the Chicago Bond Trustee from funds deposited by the Obligated Group under the Master Indenture.

To secure its obligations under the Loan Agreement, each Member has executed and delivered the Senior 2018 Note pursuant to the Master Indenture. The Series 2018 Bonds are secured by the Senior 2018 Note, all of which, along with Senior Obligations and Subordinated Obligations issued to secure other issues of Bonds and other evidence of Indebtedness, are the joint and several obligations of the Obligated Group. The rights of the holder of Senior Notes shall in all respects be superior to the rights of the holders of Subordinate Class A Obligations, and rights of the holders of the Subordinate Class A Obligations shall in all respects be superior to the Subordinate Series B Obligations. The Senior 2018 Note is issued under the Master Indenture and is to be paid in

accordance with the terms of the Master Indenture.

Additional Bonds/Additional Obligations

The Bond Indenture provides for issuance of additional bonds secured by either a Senior Obligation, a Subordinate Class A Obligation or a Subordinate Class B Obligation, subject to certain procedures conditions and to satisfaction of the conditions of the Master Indenture to issuance of the corresponding Obligated Group Obligation. See "COMMON SECURITY FOR OBLIGATED GROUP" herein.

Common Security

The Mortgages (as defined below) provide security for the payment of the Members' obligations with respect to the Notes issued under the Master Indenture, including the Note corresponding to the Series 2018 Bonds. See "COMMON SECURITY FOR OBLIGATED GROUP" herein.

COMMON SECURITY FOR OBLIGATED GROUP

General

All Obligations of the Obligated Group, including the Senior Notes and the Subordinate Notes, are secured through a shared security interest in the Mortgages, the Gross Revenues and certain funds and accounts held under the Master Indenture.

Mortgages

To secure the joint and several obligations of the Obligated Group to repay all Obligations issued pursuant to the Master Indenture, including, without limitation, the Senior Notes and the Subordinate Notes, certain Members have entered into leasehold mortgages or leasehold deeds of trust, as applicable (collectively, the "Mortgages") pursuant to which such Members grant to the Master Trustee all of their interest in the leasehold or subleasehold estate granted to such Member under its Ground Lease, and its interest as landlord under the Tenant Lease(s), and a security interest in certain personal property situated on the premises and used in the operation of its Facility. See "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE - The Members and Facilities" herein. In the Mortgage(s) to which it is a party, if any, each Member collaterally assigns and transfers to the Master Trustee all the leases pertaining to the mortgaged Facility including, but not limited to, the Tenant Leases and all the rents and revenues such Member receives in connection with any lease, sublease or other agreement for the occupancy or use of all or any part of its mortgaged Facility.

On the date of issuance of the Series 2018 Bonds, the Borrowers will enter into Mortgages relating to the O'Hare Facilities and Aero Manchester I, LLC will enter into a Mortgage relating to the Manchester-Boston Regional Airport Facilities.

Under the Master Indenture, the security interest created under the Mortgages with respect to all Senior Obligations of the Obligated Group, including, without limitation, the Senior 2018 Note, is superior to the security interest with respect to the Subordinate Class A Obligations of the Obligated Group. The security interest created under the Mortgages with respect to all Subordinate Class A Obligations, including, without limitation, all the Subordinate Class A Notes, is superior to the security interest with respect to the Subordinate Class B Obligations.

13

The Mortgages secure Obligations of the Members under the Master Indenture and because such Obligations are joint and several, each Mortgage secures all Obligations of the Obligated Group under the Master Indenture. Therefore, an Event of Default under the Master Indenture is also an Event of Default under each Mortgage that would entitle the Master Trustee to exercise remedies under any or all Mortgages, including proceeding with foreclosure and enforcing the assignment of rents included in the Mortgages.

For a description of certain provisions of the Mortgages, see APPENDIX F - "SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGES" hereto.

The Mortgages on the leasehold interests in the Ground Leases expire when the related Ground Lease expires, which in

many instances is prior to the final maturity of the Series 2018 Bonds; provided; that the Chicago 2018 Ground Leases expire after the final maturity of the Series 2018 Bonds. See "THE FACILITIES, MANAGEMENT AND THE TENANTS" herein. The maturity schedules of the Obligations issued under the Master Indenture have been structured to take into account the scheduled Ground Lease expiration dates. See "CERTAIN RISK FACTORS - Risks Arising Under the Ground Leases" herein.

Gross Revenue Pledge Under Master Indenture

The obligations of the Members of the Obligated Group under the Master Indenture are joint and several and are jointly secured by the pledge of the Gross Revenues of the Obligated Group. The term "Gross Revenues" means all operating and non-operating revenues, receipts and income of each Member (provided that distributions to the Group Representative from the Facility Surplus Fund shall not constitute Gross Revenues) and all rights to receive the same, whether in the form of accounts receivable, contract rights, chattel paper, instruments, general intangibles or other rights and all proceeds thereof, including insurance proceeds and condemnation awards, whether now existing or hereafter coming into existence and whether now owned or hereafter acquired and all amounts contributed to the capital of a Member by its owners and including, without limitation, Net Revenues from Additional Properties.

The Master Indenture requires that all Members deposit with the Master Trustee all their respective Gross Revenues (other than an amount needed to make the next monthly Ground Lease rent payment (or, in the case of Ground Lease rents due less frequently than monthly, 1/12 of the amount coming due in the next year)) within five (5) days of receipt. The Master Trustee is required to deposit all Gross Revenues it receives to the Revenue Fund established under the Master Indenture. See APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE - Revenue Fund." The Master Trustee is required, on or before the 15th day of each month to make the deposits and transfers described under"- Flow of Funds" below.

Pursuant to the Master Indenture, each of the Members of the Obligated Group has agreed to a number of covenants which will affect their business operations. See APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE" for a description of certain provisions of the Master Indenture governing, among other things, covenants of the Obligated Group and events of default.

The Chicago Bond Trustee, as holder of the Senior 2018 Note issued pursuant to the Master Indenture, is entitled to rely on and benefit from the covenants, restrictions and obligations imposed on the Members of the Obligated Group.

UNDER THE MASTER INDENTURE, GROSS REVENUES OF THE OBLIGATED GROUP HELD BY THE MASTER TRUSTEE WILL BE APPLIED TO SATISFY PAYMENT OBLIGATIONS, ON A PARITY BASIS, OF THE MEMBERS UNDER THE RESPECTIVE FINANCING AGREEMENTS AND OTHER SENIOR OBLIGATIONS, SUBORDINATE CLASS A OBLIGATIONS AND SUBORDINATE CLASS B OBLIGATIONS ISSUED UNDER THE MASTER INDENTURE WITHOUT PREFERENCE OR PRIORITY OF ONE OBLIGATION OVER ANOTHER OBLIGATION EXCEPT THAT (I) EACH AND EVERY SENIOR OBLIGATION SHALL HAVE PRIORITY AND PREFERENCE OVER EACH AND EVERY SUBORDINATE OBLIGATION (OF EITHER CLASS) AND (II) EACH AND EVERY SUBORDINATE CLASS A OBLIGATION SHALL HAVE PRIORITY AND PREFERENCE OVER EACH AND EVERY SUBORDINATE CLASS B OBLIGATION. IN THE EVENT GROSS REVENUES ARE NOT SUFFICIENT TO SATISFY EACH MEMBER'S PAYMENT OBLIGATION UNDER THE FINANCING AGREEMENTS, AN EVENT OF DEFAULT BY ANY MEMBER UNDER ANY FINANCING AGREEMENT, MORTGAGE OR INDENTURE CONSTITUTES AN EVENT OF DEFAULT UNDER THE MASTER INDENTURE AND UNDER EACH MORTGAGE, WHICH MAY RESULT IN

14

ACCELERATION OF ALL OR A PORTION OF THE SERIES 2018 BONDS. THE BOND INDENTURE PROVIDES THAT IN THE CASE OF (I) AN EVENT OF DEFAULT RELATING TO THE PAYMENT OF PRINCIPAL OR REDEMPTION PRICE OF, IF APPLICABLE, SINKING FUND INSTALLMENTS, OR INTEREST ON THE SERIES 2018 BONDS, OR (II) ANY OTHER EVENT OF DEFAULT (UPON THE WRITTEN REQUEST OF THE HOLDERS OF MORE THAN TWENTY-FIVE PERCENT (25%) OF THE OUTSTANDING PRINCIPAL AMOUNT OF SUCH SERIES 2018 BONDS), THE PRINCIPAL AND INTEREST ON SUCH SERIES 2018 BONDS SHALL BECOME IMMEDIATELY DUE AND PAYABLE.

Flow of Funds

Under the Master Indenture, the Master Trustee has established and maintains the following Funds: the Revenue Fund, the Current Operations Fund, the Tenant Improvement Fund, the Debt Service Fund, the Maintenance Reserve Fund, the Facility Surplus

Fund, the Rebate Fund, and the Renewal Fund. The Revenue Fund includes a General Account and a Prepaid Rent Account. The Debt Service Fund consists of a Payment Account and a Special Redemption Account.

The Master Trustee will withdraw and pay or deposit from the amounts on deposit in the Revenue Fund without regard to which Member provided which Gross Revenues, as discussed herein. Amounts held in the Revenue Fund will be paid or deposited by the Master Trustee on or before the 15th day of each month in the following order of priority:

i) to the Master Trustee and each Bond Trustee amounts equal to all fees or expenses which are then due and payable to such Person;

ii) to the Rebate Fund the amount necessary to make up any established deficiency in any account of the Rebate Fund;

iii) to the appropriate account in the Current Operations Fund, an amount equal to the Operation and Maintenance Expenses (not designated by the Group Representative to be paid from the Maintenance Reserve Fund) for each Member for the current month as requested by the Group Representative (less amounts set aside to pay Ground Lease rental payments due that month or (in the case of Ground Lease rentals due less frequently than monthly) 1/12th of the amount coming due in the next year which are held by or have been paid directly by the Members); provided, however, that the Master Trustee (1) shall not in any month deposit to the Current Operations Fund an amount to pay Operation and Maintenance Expenses of the Members which is reasonably expected to cause the projected annual Operation and Maintenance Expenses for the Members of the Obligated Group to exceed the Budgeted Operation and Maintenance Amount as set forth in the annual budget (as delivered pursuant to the Master Indenture) for the then current Fiscal Year by more than ten percent (10%); and (2) shall not pay Operation and Maintenance Expenses for the Members which exceed budgeted monthly Operation and Maintenance Expenses as approved in such budget for such month by more than twenty percent (20%), unless the Group Representative certifies that such costs are consistent with normal operations and maintenance requirements;

iv) to the Debt Service Fund, an amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies relating to previously Required Monthly Deposits not being made in full, with respect to the Senior Obligations (amounts deposited pursuant to this clause shall be credited first against any previously due and unpaid Required Monthly Deposit with respect to the Senior Obligations, in order of past due date);

v) to the appropriate account of the Debt Service Reserve Fund established under the Related Financing Documents for each series of Senior Bonds (including the Series 2018 Bonds), an amount sufficient to make the balance in each such Debt Service Reserve Fund equal the Debt Service Reserve Requirement therefor;

vi) to the Debt Service Fund, an amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies relating to previously Required Monthly Deposits not being made in full with respect to the Subordinate Class A Obligations (amounts deposited pursuant to this clause shall be credited first against any previously due and unpaid Required Monthly Deposit with respect to the Subordinate Class A Obligations, in order of past due date);

15

vii) to the appropriate account of the Debt Service Reserve Fund established under the Related Financing Documents for each series of Subordinate Class A Bonds, an amount sufficient to make the balance in each such Debt Service Reserve Fund equal the Debt Service Reserve Requirement therefor;

viii) only after the requirements set forth in the Master Indenture (and described below) have been fully satisfied, (A) transfer to the Maintenance Reserve Fund an amount equal to 1/12th of the Annual Maintenance Reserve Fund Deposit and (B) transfer to the appropriate account of the Tenant Improvement Fund the amount required to fund 1/24th of the Current Estimated Tenant Improvement Requirement, unless the amounts in the Tenant Improvement Fund equal or exceed the Current Estimated Tenant Improvement Requirement;

ix) only after the requirements set forth in the Master Indenture (and described below) have been fully satisfied, to the Debt Service Fund, an amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies relating to previously Required Monthly Deposits not made in full, with respect to Subordinate Class B Obligations (amounts deposited pursuant to this clause shall be credited first against any previously due and unpaid Required Monthly Deposit with respect to the Subordinate Class B Obligations in order of past due date); and

x) only after the requirements set forth in the Master Indenture (and described below) have been fully satisfied, to the Facility Surplus Fund, the balance, if any, of such moneys after making the payments or deposits required under clauses (i) through (ix) above.

Transfers pursuant to (viii), (ix) and (x) above are not to be made until the following additional transfers are first made from excess amounts remaining in the Revenue Fund after the transfers described in (i) through (vii) above: first, to the Current Operations Fund to the extent required to make the amount therein equal the Budgeted Operation and Maintenance Amount of all Members (to the extent not designated by the Group Representative to be paid from the Maintenance Reserve Fund) for the next six (6) months (counting the current month as one of the months), and second, subject to certain provisions of the Master Indenture, the Payment Account to the extent required to make the amount therein equal to the total of the Scheduled Debt Service with respect to the Senior Obligations and the Subordinate Class A Obligations coming due (and not yet paid or transferred to the Bond Trustees) on or before the next January 1 or July 1, whichever comes first (and counting as due on each such date at least half of the annual principal and sinking fund payments due on all Bonds).

Upon the acceleration of the principal of all Senior Obligations or all Obligations pursuant to the Master Indenture, the Master Trustee shall immediately transfer all amounts in the Revenue Fund over to the Debt Service Fund for payment of debt service on such Senior and other Obligations.

Distributions to the Obligated Group

Upon delivery to the Master Trustee by the Group Representative of a Qualified Distribution Notice (as defined below), and so long as there is no Event of Default continuing, all moneys in the Facility Surplus Fund not required to be transferred to any other Fund in accordance with the Master Indenture shall be remitted promptly to (or upon the direction of) the Group Representative.

The Group Representative may deliver to the Master Trustee on a quarterly basis, on the first Business Day on and after each February 16, May 16, August 16 and November 16, a notice (a "Qualified Distribution Notice") in which the Group Representative shall certify and provide evidence that certain requirements are met as follows:

i) certify and provide copies of the Senior Debt Service Coverage Ratio for the twelve months immediately prior to the fiscal quarter end pursuant to the Master Indenture demonstrating that such Senior Debt Service Coverage Ratio equals or exceeds 1.30;

ii) certify and provide copies of the Projected Senior Debt Service Coverage Ratio for the twelve months immediately following the fiscal quarter end delivered pursuant to the Master Indenture demonstrating that such Projected Senior Debt Service Coverage Ratio equals or exceeds 1.30;

iii) certify that no Event of Default has occurred and is continuing under the Master Indenture; and

16

(iv) certify that all requirements (including all transfers to other Funds required by the Master Indenture) that must be satisfied before amounts may be transferred to the Facility Surplus Fund for the immediately prior month have been so satisfied.

Payment of Ground Rent/Ground Leases Are Principal Asset

All of the Facilities are located on land the fee interest in which is owned by governmental units and leased to the Member pursuant to the related Ground Lease. The Mortgages relating to such Facilities are leasehold mortgages and, as such, will be extinguished upon expiration or termination of the applicable Ground Lease. See APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES" for a description of the provisions of each Ground Lease with respect to term, extensions of term, rentals and default provisions. The Tenant Leases, the primary source of revenues of the Obligated Group for the payment of the Obligations, are leases or subleases of each Member's leasehold or subleasehold interest in its related Facility pursuant to the applicable Ground Lease. See "PROJECTED CASH FLOWS - Discussion of Projected Cash Flows."

Pursuant to the Master Indenture, the Members that own a Facility subject to a Ground Lease are required to pay or set aside to pay, the amounts owed to the lessor under the Ground Lease before delivering the remaining Gross Revenues to the Master Trustee. This reduces the potential delay resulting from transfers to and from the Master Trustee and makes timely payment of

Ground Lease rent more easily completed. If for any reason Ground Lease rent exceeds the Gross Revenues collected and not remitted by a Member to the Master Trustee, the Member will be expected to request that the Master Trustee deliver sufficient Gross Revenues from the Current Operations Fund in an amount sufficient to make up any shortfall. If a Member fails to pay rent under its Ground Lease when due or otherwise fails to perform its obligations under its Ground Lease, the lessor under such Ground Lease may terminate the Ground Lease. Any such termination would result in the loss of rental income from the Tenant Leases for such Facility. See "CERTAIN RISK FACTORS - Risks Arising under Ground Leases" and APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES."

THE MEMBERS OF THE OBLIGATED GROUP HAVE NO SIGNIFICANT ASSETS OTHER THAN THE GROUND LEASES AND THE TENANT LEASES, AND PAYMENT OF THE SERIES 2018 BONDS IS THEREFORE DEPENDENT UPON REVENUES GENERATED BY THE TENANT LEASES AND FUEL FARM REVENUE. FURTHER, THE TERMS OF ALL OF THE CURRENT TENANT LEASES EXPIRE PRIOR TO THE FINAL MATURITY DATE OF THE SERIES 2018 BONDS; PROVIDED, THAT THE CHICAGO 2018 GROUND LEASES EXPIRE AFTER THE FINAL MATURITY OF THE SERIES 2018 BONDS. PROSPECTIVE INVESTORS SHOULD READ "CERTAIN RISK FACTORS" HEREIN FOR A DESCRIPTION OF CERTAIN RISKS WHICH MAY AFFECT THE ABILITY OF THE OBLIGATED GROUP TO GENERATE SUCH REVENUES.

Ground Lease Consents and Estoppels

At the time of the issuance of any Indebtedness, the ground lessor of each newly added Facility ground leased to a Member executes and delivers a consent and/or estoppel relating to the proposed leasehold mortgage on the applicable Facility. In 2012, in connection with the issuance of the Series 2012 Obligations, the Members delivered to the Master Trustee consents and estoppels relating to the leasehold mortgages on the applicable Facilities. The Borrowers will deliver such a consent and/or estoppel for the Chicago 2018 Ground Leases on the date of issuance of the Series 2018 Bonds. The form of each consent and/or estoppel varies depending on the requirements of each Ground Lease and the mortgagee protection provisions contained therein; however, the consents and/or estoppels generally provide recognition, among other things, that the applicable ground lessor recognizes the Master Trustee as a recognized or approved mortgagee under the related Ground Lease, entitled to the mortgagee protection provisions contained in the related Ground Lease or in the consent and/or estoppel.

Additional Bonds/Additional Obligations

The Master Indenture and the Bond Indenture include provisions to allow the Members, and any new Members, to complete additional financings and refinancings but no Member may issue more Indebtedness of any \ kind (including additional bond-related debt) except in accordance with the requirements of the Master Indenture either through the issuance of Additional Obligations thereunder or in very limited cases, through other Indebtedness.

17

The Bond Indenture provides that additional bonds ranking on a parity with the Series 2018 Bonds may be issued upon satisfaction of" certain conditions set forth in the Bond Indenture. Additional Bonds issued under the Bond Indenture may include Senior Bonds, Subordinate Class A Bonds and Subordinate Class B Bonds for the following purposes: (i) to acquire, construct, renovate or rehabilitate or improve new or expanded Facilities of the Borrowers; (ii) to pay the cost of refunding through redemption of any Outstanding Bonds issued under the Bond Indenture; or (iii) to pay the cost of refunding through redemption any other Indebtedness of the Borrowers and subject to such redemption. Members may also issue bonds from time to time through other conduit issuers other than the City in some cases without the consent of Bondholders but only in accordance with the provisions of the Master Indenture. Each issuance of Additional Bonds will result in the issuance of a corresponding series of Additional Obligations under the Master Indenture, which may only be accomplished if the requirements described below are met.

The Bond Indenture requires, as a prerequisite to the issuance of any Additional Bonds, the delivery of a Confirmation of Rating (confirming that the rating or ratings on the Series 2018 Bonds, will not be reduced or withdrawn as a result of the issuance of such Additional Bonds) and certain other items, including all items required by the Master Indenture in connection with the issuance of Additional Obligations. For a description of the other items required to be delivered in connection with the issuance of Additional Bonds, see APPENDIX B - "SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE" hereto.

Members of the Obligated Group may finance the acquisition, construction, renovation, rehabilitation and improvement of

additional Facilities through the issuance of Additional Obligations by an existing or a new Member of the Obligated Group, which would own the fee or leasehold interest in such Facility. See "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE - Additional Members" herein. Any such issuance of Additional Obligations may be accompanied by a corresponding issuance of Additional Bonds or may secure other Indebtedness.

Members of the Obligated Group may not become indebted on any Indebtedness except as permitted by the Master Indenture. A Member may issue Additional Obligations under the Master Indenture, consisting of additional (i) Senior Notes on a parity with its existing Senior Notes and senior to Subordinate Class A Notes and Subordinate Class B Notes, (ii) Subordinate Class A Notes on a parity with other Subordinate Class A Notes, senior to all Subordinate Class B Notes and subordinate to all Senior Notes and (iii) Subordinate Class B Notes on a parity with other Subordinate Class B Notes and subordinate to all Senior Notes and Subordinate Class A Notes, upon meeting the requirements of the Master Indenture. Such Additional Obligations may correspond to an issuance of Additional Bonds under the Bond Indenture and on a parity with or subordinate to the Series 2018 Bonds. See APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE - Additional Indebtedness - General Provisions" and APPENDIX B - "SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE" hereto.

No Member of the Obligated Group shall be permitted to incur additional Indebtedness consisting of additional Senior Obligations on a parity with its existing Senior Notes and senior to Subordinate Class A Notes and Subordinate Class B Obligations (whether through the issuance of new Indebtedness, including Additional Obligations, the assumption of existing Indebtedness or the guaranteeing of any new or existing Indebtedness), except Indebtedness incurred to purchase personal property secured by a purchase money security interest as permitted by the Master Indenture unless, as of the date of such incurrence, the Master Trustee shall have received, among other things: (i) an Officer's Certificate of the Group Representative with a detailed internal report demonstrating and concluding that, (A) following incurrence of the contemplated Indebtedness, the Projected Senior Debt Service Coverage Ratio is projected or forecasted to be at least equal to 1.50, during the period being the first three full Fiscal Years immediately following (x) the completion of any construction (including renovations) to be financed through the incurrence of the Indebtedness in question, or (y) the issuance of the contemplated Indebtedness, if no such construction is to be financed and (B) the Senior Debt Service Coverage Ratio during the last full Fiscal Year immediately prior to the incurrence of the Indebtedness in question, was no less than 1.40 (notwithstanding the foregoing, if an historical ratio is required to be calculated pursuant to this paragraph during the first year following issuance of the initial Obligations under the Master Indenture, such testing shall be based on an annualization of the period from such issuance until the date for which the coverage is to be computed); and (ii) the Master Trustee shall have received, among other things, an Officer's Certificate of the Group Representative with a detailed internal report demonstrating and concluding that, (A) following incurrence of the contemplated Indebtedness, the Projected Debt Service Coverage Ratio is projected or forecasted to be at least equal to 1.25 during the period being the first three full Fiscal Years immediately following (x) the completion of any construction (including renovations) to be financed through the incurrence of the Indebtedness in question, or (y) the incurrence

18

of the contemplated Indebtedness, if no such construction is to be financed and (13) the Debt Service Coverage Ratio during the last full Fiscal Year immediately prior to the incurrence of the contemplated Indebtedness was no less than 1.25 (notwithstanding the foregoing, if an historical ratio is required to be calculated pursuant to this paragraph during the first calendar year following issuance of the initial Obligations under the Master Indenture, such testing shall be based on an annualization of the period from such issuance until the date for which the coverage is to be computed).

However, the Officer's Certificate described above shall not be required:

i) in the case of Indebtedness incurred to complete any construction (including renovations) for which other Indebtedness has previously been incurred in compliance with the above paragraph, if the Master Trustee receives an Officer's Certificate to the effect that the construction to be completed is of substantially the same type and scope as was contemplated at the time of the previous incurrence, that the cost of completion of the subject Project or other property does not exceed ten percent (10%) of the principal amount of Indebtedness originally issued to finance such Project and that the proceeds of the Indebtedness to be incurred, and other available moneys, are sufficient to pay the estimated cost of completing such construction;

ii) in the case of Indebtedness incurred for the purpose of refinancing, repurchasing or refunding other Indebtedness, if the Master Trustee receives (a) an official action of the Governing Person of the applicable Member finding that such refinancing, repurchasing or refunding is in the best interests of the applicable Member and (b) an Officer's Certificate from the Group Representative demonstrating and concluding that, after giving effect to the issuance of such Indebtedness and the application of the proceeds thereof, the Maximum Annual Debt Service Requirements on all Indebtedness will not exceed the Maximum Annual Debt Service Requirements on all Indebtedness prior to such refinancing,

repurchasing or refunding by more than ten percent (10%); and

iii) in the case of the issuance of a Credit Facility in support of any Indebtedness which is properly incurred under the Master Indenture or in the case of any drawing under such Credit Facility to pay amounts due under the Indebtedness supported thereby.

Unless an Officer's Certificate of the Group Representative is delivered to the Master Trustee together with appraisals or a valuation report showing that the value of all Mortgaged Properties and all Facilities that are subject to a mortgage or deed of trust in favor of the Master Trustee, equals or exceeds the Indebtedness secured by the Master Indenture, the Master Trustee shall receive a mortgage on some or all of the property to be financed in excess of the Outstanding amount of the Indebtedness under the Master Indenture.

For a description of other items required to be delivered in connection with the incurrence of any additional Indebtedness, see APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE -Additional Indebtedness - General Provisions."

Amendments to Master Indenture

In the Second Supplemented Master Trust Indenture, the Members have amended the Master Indenture (the "Amendment") that would allow "Balloon Indebtedness" and "Interim Indebtedness". Interim Indebtedness means any Indebtedness having a term of sixty (60) months or less, which is incurred in anticipation of the financing of capital improvements for a Member and which is expected to be refinanced using the proceeds of Indebtedness with an original stated maturity of more than one year. Balloon Indebtedness means any Indebtedness other than Interim Indebtedness, 25% or more of the original principal of which matures during any consecutive twelve-month period, and which maturing principal amount is not required by the documents governing such Indebtedness to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period. The definition of "Debt Service Requirements" is modified so that the Balloon Indebtedness or Interim Indebtedness, as applicable, is treated as amortized on a level debt service basis over (i) the remaining term of the ground lease to which such Interim Indebtedness relates or (ii) a twenty-five year period, if such Balloon Indebtedness or Interim Indebtedness does not relate to a ground lease in the calculation of applicable coverage requirements.

The Amendment will not take effect unless and until the Amendment is consented to by the Bondholders of more than 50% in principal amount of the then outstanding Obligations. Pursuant to the Bond Indenture authorizing

19

the Series 2018 Bonds, the Bondholders of the Series 2018 Bonds shall be deemed to have consented to the Amendment by purchasing such Series 2018 Bonds.

Rate Covenant

Debt Service Coverage Ratio. The Obligated Group shall use all commercially reasonable efforts to jointly maintain a Debt Service Coverage Ratio of at least 1.25 for each applicable test period specified in "- Testing Compliance" below; provided, however, that notwithstanding any other provision of the Master Indenture, the failure of the Members of the Obligated Group to maintain a Debt Service Coverage Ratio shall not be deemed to constitute an Event of Default under the Master Indenture, so long as (i) the Obligated Group takes all commercially reasonable action to comply with the procedures for preparing and implementing a report for correcting such deficiency and (ii) if the Debt Service Coverage Ratio tested in accordance with "- Testing Compliance" below, as of the end of any fiscal quarter, is less than 1.0, the owners of the Members shall have made contributions to the Members or otherwise caused the Debt Service Coverage Ratio to be at least 1.0 within five (5) Business Days of the applicable test date, as evidenced by a new Officer's Certificate of the Group Representative.

Testing Compliance. In order to measure compliance with the covenant set forth in "- Debt Service Coverage Ratio" above, the Debt Service Coverage Ratio shall be calculated (and certified as so calculated) in accordance with the requirements of the definition thereof, by the Group Representative and reported (i) annually (as of the end of each Fiscal Year) for such Fiscal Year and (ii) quarterly (as of the end of each quarter of the Fiscal Year) for the twelve month period ending on the last day of such quarter. Each annual testing shall be performed within one hundred (100) days of the end of the Fiscal Year on the basis of the annual audited financial statements of the Members for such Fiscal Year. Each quarterly testing shall be performed within forty-five (45) days of the end of the applicable quarter and shall be based upon the unaudited financial reports for the immediately preceding four quarters.

Failure to Maintain Debt Service Coverage Ratio. If the actual Debt Service Coverage Ratio is less than 1.25 (i) as of any quarterly testing date or (ii) as of the end of a Fiscal Year, then, within one hundred twenty (120) days of receipt of the certification showing such deficiency, the Group Representative shall deliver to the Master Trustee and each Bond Trustee an Independent Consultant's report setting forth in detail the reasons for such deficiency and recommending a specific plan designed to achieve a Debt Service Coverage Ratio of 1.25 in the following Fiscal Year (which plan may include a recommendation that one or more Members retain a different Manager (as defined herein)). Such report and plan shall be prepared and implemented pursuant to "Reports" below.

Notice of Reserve Fund Increase. In addition, if the Senior Debt Service Coverage Ratio or the Projected Senior Debt Service Coverage Ratio has been below 1.30 for eight (8) consecutive fiscal quarters, the Group Representative is required to deliver to the Master Trustee a Notice of Reserve Fund Increase, and, thereupon the Debt Service Reserve Requirement with respect to each Series of Senior Bonds shall increase to 100% of the maximum annual debt service requirements for all Series of Bonds, subject to federal tax limitations on reserve funds for Tax Exempt Bonds. At any time following delivery of a Notice of Reserve Fund Increase, if the Senior Debt Service Coverage Ratio and the Projected Senior Debt Service Coverage Ratio has been above 1.30 for twenty (20) consecutive fiscal quarters, a Notice of Reserve Fund Decrease shall be delivered and the Debt Service Reserve Requirement shall revert to an amount equal to fifty percent (50%) of the maximum annual debt service requirements for all Series of Bonds, subject again to the federal tax limitations on reserve funds for the Tax Exempt Bonds. See "SECURITY FOR THE SERIES 2018 BONDS - Limited Obligations; Pledge of Trust Estate; Certain Funds Held by the Chicago Bond Trustee" herein.

Reports. Whenever the Group Representative is required pursuant to the above paragraph to deliver an Independent Consultant's report, the Group Representative shall cause such report to be prepared and shall adopt such report within the applicable time limit prescribed. Such report shall be prepared by an Independent Consultant, shall be in writing and shall contain sufficient detail to support the conclusions made concerning the reasons for the deficiency and the steps to be taken for its correction. Each such report must be acknowledged in writing by the Group Representative and each affected Member (although concurrence in every conclusion or recommendation in the report and plan shall not be required). Each such report and plan shall be implemented immediately upon its adoption except to the extent limited by law or existing contracts and except for such recommendations (i) the implementation of which the Group Representative or an affected Member shall have determined by internal official action are unreasonable, impractical or not feasible and (ii) the omission of which does not, in the reasonable judgment of the Independent Consultant, prevent the implementation of other recommendations sufficient in the

20

aggregate to enable the Obligated Group to attain the Debt Service Coverage Ratio covenanted as described in the paragraph above by the end of the quarter during which the six-month anniversary of the date of implementation of the plan occurs (or such longer time as the Independent Consultant projects to be necessary). Any plan that does not meet the requirements of the preceding sentence shall within forty-five (45) days be amended to meet such requirements or be replaced with a substitute plan meeting such requirements. Copies of each such report and plan shall be sent to the Master Trustee and the Chicago Bond Trustee.

Membership Interest Pledge Agreements

Pursuant to a TriPs Membership Interest Pledge and Security Agreement, dated as of September 1, 2012 (the "TriPs Membership Pledge Agreement"), from TriPs to the Master Trustee, as security for all Obligations issued under the Master Indenture, TriPs has pledged and granted to the Master Trustee a security interest in all of its present and future interests in the Members, including its limited liability company interests or limited partnership interests, as applicable, in each of the Members (the "Member Pledged Interests") and all dividends, distributions, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for the Member Pledged Interests (collectively, the "Member Pledged Membership Collateral").

In addition, pursuant to a separate Membership Interest Pledge and Security Agreement, dated as of September 1, 2012 (the "Holding Company Membership Interest Pledge Agreement" and together with the TriPs Membership Pledge Agreement, each a "Membership Pledge Agreement") from TriPs Holding Company, LLC ("Holding Company," and together with TriPs, each a "Pledgor") to the Master Trustee, as security for all Obligations issued under the Master Indenture, Holding Company has pledged and granted to the Master Trustee a security interest in all of its present and future limited liability company interest in TriPs (the "TriPs Pledged Interests") and all dividends, distributions, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for the TriPs Pledged Interests (collectively, the "TriPs Pledged Membership Collateral," and together with the Member Pledged Membership Collateral, the "Pledged Membership Collateral").

Pursuant to each of the Membership Pledge Agreements:

a) As security for the due payment and performance of all Obligations under the Master Indenture, each Pledgor pledges and grants to the Master Trustee a first priority security interest in all of its Pledged Membership Collateral on the terms and conditions set forth in the Membership Pledge Agreement. Such security interest shall include, without limitation, any and all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Delaware (the "Uniform Commercial Code") from time to time, or otherwise provided by applicable law.

b) Subject to the provisions of the Membership Pledge Agreement, notwithstanding the pledge, delivery and the granting of a security interest in its Pledged Membership Collateral thereunder, the Pledgor shall continue to be the member, manager or partner, as applicable, of each Member, and, in the absence of a Pledgor Event of Default (as defined in the Membership Pledge Agreement), the Pledgor shall be entitled to exercise all voting, consent, managerial, election and other rights which it may have relating to the Pledged Membership Collateral and exercise any and all rights which it may have of conversion, exchange, or any other rights, privileges or options pertaining to the Pledged Membership Collateral and to receive and keep any distributions with respect thereto.

c) If the Pledgor shall become entitled to receive or shall receive any instrument, certificate, option or right, whether as an addition to, in substitution of, or in exchange for, its Pledged Membership Collateral or any part thereof, the Pledgor shall accept any such instruments as Master Trustee's agent, shall hold them in trust for Master Trustee, and shall deliver them forthwith to Master Trustee, for the benefit of Master Trustee, in the exact form received with the Pledgor's endorsement when necessary, to be held by Master Trustee, subject to the terms and conditions of the applicable Membership Pledge Agreement, as further collateral security for the Obligations.

d) Upon the occurrence and during the continuance of a Pledgor Event of Default:

(i) The Master Trustee shall have all rights and remedies provided under the applicable Membership Pledge Agreement, under the Uniform Commercial Code and under any other applicable laws; and

21

ii) The Master Trustee shall have the right to require that any cash payable with respect to the Pledged Membership Collateral (whether as a distribution of net cash flow, upon redemption or otherwise), be paid to the Master Trustee as additional collateral security for Obligations, in which event the Master Trustee shall turn over to Pledgor, as Pledgor's sole property, any distributions in excess of the amount of the Obligations; otherwise such payments may be received and retained by Pledgor; and

iii) The Master Trustee shall be entitled to exercise all voting, consent, managerial, election and other rights which Pledgor may have relating to the Pledged Membership Collateral and exercise any and all rights which Pledgor may have of conversion, sale, transfer, exchange, or any other rights, privileges or options pertaining to the Pledged Membership Collateral and to receive and keep any distributions with respect thereto up to the amount of the Obligations and the Master Trustee shall turn over to Pledgor, as Pledgor's sole property, any distributions in excess of the amount of the Obligations; and

iv) The Master Trustee may take any other action which the Master Trustee, in its sole discretion, believes is necessary for the maintenance, protection and preservation of the Pledged Membership Collateral and the Master Trustee's security interest therein.

e) Upon the occurrence and during the continuance of a Pledgor Event of Default, the Master Trustee may forthwith collect the Pledged Membership Collateral not then in the possession of the Master Trustee and sell the Pledged Membership Collateral at a public or private sale, at any exchange, broker's board or at any of the Master Trustee's offices or elsewhere, for cash or credit, with right to the Master Trustee or any purchaser upon any such sale, whether public or private, to purchase, to the extent permitted by law, the Pledged Membership Collateral so sold, free of any right or equity of redemption in Pledgor of such Pledged Membership Collateral, which right or equity of redemption is expressly waived and released to the extent permitted by law, and the Master Trustee may be a purchaser in such sale and the Master Trustee (in its sole discretion) shall apply all of the net proceeds of sale of Pledged Membership Collateral against the amounts owed under the Obligations in the manner and priority provided under the Master Indenture, provided, however, in the case of any public or private sale, the Master Trustee shall give at least thirty (30) days prior notice to Pledgor of the time and place of such sale and the Master Trustee shall not consummate such sale until thirty (30) days

after provision of such prior notice. Such notice of public or private sale shall be deemed to be reasonable notification of such matters. After a Pledgor Event of Default, the Pledgor consents and agrees to vote in favor of the admission as a member or partner, as applicable, in any Member of any purchaser (upon the written request of such purchaser served upon the Pledgor) of the Pledged Membership Collateral, and, upon a sale of the Pledged Membership Collateral, and agrees that such purchaser shall be a transferee of all of Pledgor's right, title and interest in the Pledged Membership Collateral, including, without limitation, any voting, management or other control rights.

f) In connection with the enforcement by the Master Trustee of any remedies available to the Master Trustee as a result of any Pledgor Event of Default, the Pledgor agrees to, and to cause the Members to join and cooperate fully, in each case at the Master Trustee's election, with the Master Trustee, any receiver and/or the successful bidder or bidders at any foreclosure sale in a filing of an application (and furnishing any additional information that may be reasonably required in connection with such application) with all applicable federal, state and local governmental authorities, to the extent required by law, requesting their prior approval of the transfer of control of the Members (including, without limitation, the admission of any purchaser of the Pledged Membership Collateral as a member or partner, as applicable, of any Member as provided in the Membership Pledge Agreement) or assignment of all licenses, authorizations and permits, issued to the Members by any such authorities to the receiver or to the successful bidder or bidders, including without limitation, the Master Trustee. In connection with the foregoing, the Pledgor shall and shall cause the Members to take such further actions, and execute all such instruments, as the Master Trustee reasonably deems necessary or desirable. Pledgor agrees that the Master Trustee may enforce any obligations of the Pledgor as set forth above by an action for specific performance.

g) The proceeds of any sale as aforesaid shall be applied in the order of priority indicated as follows:

First, to the payment of all costs and expenses, fees, commissions and taxes at any time and from time to time incurred by the Master Trustee under or in connection with the administration or enforcement of the applicable Membership Pledge Agreement (including, without limitation, the fees and expenses of counsel employed by the Master Trustee in connection therewith);

Second, in the manner and priority provided in the " Application of Moneys Collected" provision of the Master Indenture; and

11

Third, the balance, if any, shall be paid over to the Pledgor.

Notwithstanding the pledge and the granting of a security interest in the Pledged Membership Collateral, so long as no event of default under the Master Indenture has occurred and is continuing, each of TriPS and Holding Company will be entitled to exercise all voting, consent, managerial, election and other rights each may have relating to the Pledged Membership Collateral and to receive and keep any distributions with respect thereto.

OBLIGATED GROUP INDEBTEDNESS

On September 13, 2012, the Obligated Group issued Senior Notes and Subordinate Class B Notes to secure certain bonds issued on such date, consisting of the following bonds: (i) the Public Finance Authority, a unit of government under the laws of the State of Wisconsin (the "Authority") issued its \$189,400,000 Senior Airport Facilities Revenue and Refunding Bonds (TriPS Obligated Group), Series 2012B which are currently outstanding in the aggregate principal amount of \$ 174,520,000 (the "Series 2012B PFA Bonds"), its \$26,840,000 Senior Airport Facilities Revenue and Refunding Bonds (TriPS Obligated Group), Series 2012C (the "Series 2012C PFA Bonds"), which are currently outstanding in the aggregate principal amount of \$25,520,000, its \$11,535,000 Subordinate Class B Airport Facilities Revenue and Refunding Bonds (TriPS Obligated Group), Series 2012D which are currently outstanding in the aggregate principal amount of \$11,535,000 (the "Series 2012D PFA Bonds"), its \$6,670,000 Senior Airport Facilities Revenue and Refunding Bonds (TriPS Obligated Group), Series 2012E (the "Series 2012E PFA Bonds"), which are currently outstanding in the aggregate principal amount of \$6,670,000 and its \$54,465,000 Subordinate Class B Airport Facilities Revenue and Refunding Bonds (TriPS Obligated Group), Series 2012F which are currently outstanding in the aggregate principal amount of \$40,595,000 (the "Series 2012F PFA Bonds" and, collectively with the Series 2012B PFA Bonds, the Series 2012C PFA Bonds, the Series 2012D PFA Bonds, the Series 2012E PFA Bonds and the Series 2012F PFA Bonds, the "Series 2012 PFA Bonds") and (ii) the New York City Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the "NYCIDA") issued its \$126,875,000 Senior Airport Facilities Revenue and Refunding Bonds (TriPS Obligated Group), Series 2012A which are currently outstanding in the aggregate principal amount of \$99,240,000 (the "Series 2012A NYC IDA Bonds," and together with the Series 2012 PFA Bonds, the "2012 Bonds").

Outstanding Principal Amount:

	(Senior) Series 2012C PFA
Bonds⁽¹⁾	Series 2012B PFA Bonds⁽⁶⁾
(Senior) (Senior)	Series 2012A NYC IDA Bonds⁽⁷⁾

599,240,000 \$174,520,000 \$25,520,000

(Senior)	2012E PFA Bonds^{(1)>}
Series	

\$6,670,000	
(Subordinate Class B)	Series 2012D PFA Bonds^{(2)*}

(Subordinate Class B)		SI 1,535,000
Total	Series 2012F PFA Bonds⁽²⁾	

\$40,595,000 5358,080,000

¹¹¹ Secured by a Senior Note.¹²⁾ Secured by a Subordinate Class B Note; RALP is the Bondholder.

THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE

General

The Series 2018 Bonds are secured by the Senior 2018 Note issued under the Master Indenture to the Chicago Bond Trustee. Each Member of the Obligated Group will be jointly and severally liable on all Obligations issued under the Master Indenture. Contemporaneously with the issuance of the Series 2018 Bonds, the Borrowers and certain Members will be added to and certain Members will be removed from the Obligated Group. The Obligated Group, on the date of issuance of the Series 2018 Bonds, will be comprised of TrIPs and a group of thirty-six (36) affiliated entities all of the ownership interests of which are owned by TrIPs. In addition, the membership interest of TrIPs is approximately 99% owned through a number of affiliated subsidiaries by RALP, a partnership which is owned by certain institutional investors and RAL. Neither RALP nor RAL is a Member of the Obligated Group. Each of the Members has entered into one or more long-term Ground Lease(s) with municipal entities for the lease of, certain airport property upon which such Members operate their Facilities. The Members have leased or subleased each of their respective Facilities to one or more Tenants who use all or a portion of such Facilities to conduct air freight or air cargo operations or other aviation-related businesses, or other businesses permitted under the Ground Leases, as applicable. The only source of revenue of the Obligated Group is rentals received from such Tenants and the operation of the fuel farm.

The Members and the Facilities

The Members, the related Facility leased by such Members, and the airport at which such related Facility is located, are listed below:

[Remainder of Page Intentionally Left Blank]

25

o CO
o 00
o a

o c
3
-a
a a <
c o c

-a -a <
c o a.

<

c <

X H

a) Q

X H

C

o

X

< a.

³ 0

o X f-

vi w * _>

t I

X H

³ o X

U

>

o

o 2

-a

³

X

Z

c o • o c o -1

3

o

-J

PL,

a-a o

o

e-

sn

tu 2
si) so c a
3 3 3
CQ CQ CO

XI i c3 rNo

r-> C

2 a-
^ 3 <N GO
o t: O
r^i ^
r-i -

U o

a
i
o
Q
o o
50
c

pa m - -

so c
03

> <

U
so o
CD
><

g 5 U
so -a
00 c

o
o as

> <

15=

o SO O T3
<N nn

~ ~

o.
'<
E-
<
o B-
- c 'J? o " -

T3 o o
o
o c
o 'so

o n.

o a.

x
b
J3

o
I

a <

o 5

Q <

o E	c rr	c <-	'J r- c c
c o	so	3 3	

o
p-
C/3 < x

o •-
15 <

CJ ^ P

t: u

o 00

U

SJJ
3

>
Q
o

a
o
Q
o

y i
-J s
50 CJ

a .

u c

= I t=

u _1

_1
o
u -J

- o ^ _1

<

<
a.'
PJ pj

9
Z
2

O
ej 2

> , "o
o
2

o
80

CJ

O
U

O -a c

O -a c

UJ

o cl,

X O

3

T3
a
=Q -G
3 O CJ

oo PJ

b

.. C/

c a.
O PJ cN r-

o
so
o U
o -a

•Q
o
T3 ad O
OS
CQ C
| < o
OL
o O PJ 2
o U PJ Z
o
o co
6 so

S;
os ^ ■ A
S²

U so
OS
u-ies
b².o
soOS

so so o
OS o
< o
sc oososCQr-i CQ CQ
c <

<

S.
<
< o

~
- 8-
F- <

CT3 O .3 £s
CJ 'so == d
-a
^ d
o a, - T3
-a

■a
o
-o^obo «
2c3

3
o o
2 P-
<n <

JO
E
Uso « so C o

co
o

an c
1^

u pj
•B u-
c/T '3
o o CD & <
oc
c
C3
.a u »>
CJ U*

6 -3 si
Xr. o

■5 z
-• o
>• s
2 <

CJi

1 O
2 2
o2
x
b
o
o
Oo
CQ
oo
o
o OL=
r C'>
o =pu
o uCJ
o GH

~Jl s

Membership Structure

Each Member of the Obligated Group is organized and validly exists in its state of organization, and is authorized to own, operate and lease its Facility. Each Member of the Obligated Group (other than TriPs) has no significant assets other than its leasehold interest in its Facility. TriPs is a Delaware limited liability company that was organized solely for the purpose of owning, either directly or through another entity, all of the ownership interests or partnership interests, as the case may be, in each of the other Members of the Obligated Group.

Set forth on the following page is an organizational chart for the Obligated Group, including TriPs. Bondholders should be aware that only entities 100% owned by TriPs (i.e. Members of the Obligated Group) are obligated under the applicable Financing Documents and have an obligation under the Master Indenture to fulfil] the obligations under the Master Indenture.

Group Representative

TriPs, a Delaware limited liability company, is the Group Representative for the Obligated Group under the Master Indenture (the "Group Representative").

Generally, any obligations of the Members under the Master Indenture to deliver notices, certifications and other items or to take responsibility for having items approved fall primarily on the Group Representative.

The Group Representative may cease to act as the Group Representative by giving the Members and the Master Trustee at least thirty (30) days' prior written notice of its intention to do so. In the event that the Group Representative ceases to act as the Group Representative, the Members whose aggregate Total Revenues constitute at least sixty percent (60%) of the Total Revenues of the Obligated Group in the most recent Fiscal Year for which financial statements are available shall designate a Member to assume all of the responsibilities assigned under the Master Indenture to the Group Representative and shall send written notice of such designation to the Master Trustee. If no new Group Representative is so designated within thirty (30) days after the prior Group Representative shall have ceased such status, any Member or Members whose aggregate Total Revenues constitute at least twenty percent (20%) of the Total Revenues of the Obligated Group in the most recent Fiscal Year for which financial statements are available may assume the position of Group Representative by an instrument executed by all such Members and filed with the other Members and the Master Trustee.

Additional Members

Any Person which is not a Member may become a Member if:

i) the Person which is becoming a Member shall execute and deliver to the Master Trustee an appropriate instrument (a "Joinder Agreement"), satisfactory to the Master Trustee, containing the agreement of such Person (a) to become a Member under the Master Indenture and thereby become subject to compliance with all provisions of the Master Indenture pertaining to a Member, including, without limitation, the performance and observance of all covenants and obligations of a Member under the Master Indenture, (b) covenanting to the Master Trustee and each other Member that it will pay all Obligations in accordance with the terms thereof and of the Master Indenture, and that it will be jointly and severally liable on each Obligation issued under the Master Indenture and (c) pledging some or all of its Gross Revenues:

ii) each Joinder Agreement executed and delivered to the Master Trustee in accordance with paragraph (i) above shall be accompanied by an Opinion of Counsel, to the effect that (a) such Joinder Agreement has been duly authorized, executed and delivered by such Person, and constitutes the valid and binding obligation of such Person enforceable in accordance with its terms, except as limited by bankruptcy laws, insolvency laws and other laws affecting creditors' rights generally and (b) the proposed new Member is not subject to any previous commitments or encumbrances that would prohibit it from joining the Obligated Group and being subject to the Master Indenture;

iii) the Master Trustee shall also have received (a) an Officer's Certificate stating and demonstrating that (1) immediately upon any Person becoming a Member, no other Member would, as part of or as a result of such transaction, be in default in the performance or observance of any covenant or condition to be performed or observed by it under the Master Indenture and the new Member is one hundred percent (100%) owned, directly or indirectly, by TrIPs and (2)(A) each Member could meet any conditions described under the Master Indenture for the incurrence of one dollar of additional Indebtedness, or (B) the ratio of Revenues Available for Debt Service to Indebtedness, for the period of twelve (12) full consecutive calendar months immediately succeeding the proposed date of the applicable transaction, is expected to be no less than it would have been had the Person not become a Member, or (C) upon becoming a Member, each new Member is individually forecasted to meet the Debt Service Coverage Ratio of at least 1.40 and will use all commercially reasonable efforts to maintain this ratio for each applicable test period specified in "COMMON SECURITY FOR THE OBLIGATED GROUP - Rate Covenant -Testing Compliance"; (b) a certificate from the Independent Public Accountant for the Group Representative that the Independent Public Accountant reasonably expects to be able to provide to the Master Trustee, subsequent to the admission of the new Member to the Obligated Group, an annual

30

certificate relating to financial statements of the Members; and (c) an Opinion of Bond Counsel to the effect that consummation of such transaction would not adversely affect any applicable exemption from federal income taxation on the interest payable on any bonds which were previously issued pursuant to and are secured by the Related Financing Documents for any Obligations or other Indebtedness incurred or permitted to be incurred under the Master Indenture or any similar Indebtedness of the new Member;

iv) the Group Representative needs to have approved in writing any such Person becoming a Member; and

v) the Group Representative shall have delivered to the Master Trustee a Confirmation of Rating and an Opinion of Counsel as to the enforceability of the Joinder Agreement.

Upon any Person becoming a Member pursuant to the Master Indenture:

i) such Member may execute and deliver Obligations thereafter issued and any Supplemental Indenture thereafter entered into;

ii) the computations required by any provision of the Master Indenture to be made on a consolidated or combined basis shall include the new Member in accordance with generally accepted accounting principles consistently applied, with the elimination of material intercompany balances and transactions; and

iii) any covenant contained under the Master Indenture obligating any Member to perform any matter with respect to its property or its operations shall be deemed to obligate such Member to perform such matter with respect to property owned by it or its operations.

Contemporaneously with the issuance of the Series 2018 Bonds, the Borrowers and certain Members will be added to the Obligated Group.

Cessation of Status as Member

Under the terms of the Master Indenture, each Member covenants that it will not take any action which would cause it to cease to be a Member unless (i) the Group Representative shall have consented thereto, (ii) prior to taking any such action, there is delivered to the Master Trustee an Officer's Certificate stating and demonstrating that the requirements of the Master Indenture relating to the sale or transfer of assets of Members (including the delivery of a Confirmation of Rating) are met as if the assets of the departing Member were being sold and (iii) all remaining Obligations of such Member are specifically assumed by the remaining

Members to the extent required to preserve such Obligations as Obligations of the remaining Members. Contemporaneously with the issuance of the Series 2018 Bonds, certain Members will cease to be Members of the Obligated Group.

Limited Assets of Obligated Group

THE OBLIGATED GROUP HAS NO SIGNIFICANT ASSETS OTHER THAN THE GROUND LEASES AND RELATED TENANT LEASES. PAYMENT OF THE SERIES 2018 BONDS IS THEREFORE DEPENDENT UPON REVENUES GENERATED BY THE TENANT LEASES, INCLUDING ANY FUTURE TENANT LEASES OF THEIR FACILITIES, AND FUEL FARM REVENUE. PROSPECTIVE INVESTORS SHOULD READ "CERTAIN RISK FACTORS" FOR A DESCRIPTION OF CERTAIN RISKS WHICH MAY AFFECT THE ABILITY OF THE OBLIGATED GROUP TO GENERATE SUFFICIENT REVENUES.

THE FACILITIES, MANAGEMENT AND THE TENANTS

General

Each of the Members (other than TrIPs) has entered into Ground Leases with municipal entities for the lease of certain airport property upon which such Members have acquired or constructed certain air cargo handling facilities. For a description of the Ground Leases, see APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES." Each of the Members (other than TrIPs) has subleased its Facilities to one or more Tenants. Such Tenants pay the Members rent and other related amounts for the use of all or a portion of such Facilities and conduct freight or air cargo operations, other aviation-related businesses, or other businesses permitted

31

under the Ground Leases. Such rents, revenue from the Fuel Farm and other related amounts constitute the only source of revenue of the Members. Each Member's interest in its respective Tenant Leases in those portions of the Facilities covered by the Mortgages has been collaterally assigned to the Master Trustee as security for payment of the Members' Obligations under the Master Indenture, including the Senior 2018 Note securing the Series 2018 Bonds.

Although at issuance of the Series 2018 Bonds no Members hold fee or other similar interests in property, Members are permitted to hold fee interests and may deliver mortgages or such property interest in the future.

The Facilities

The Facilities comprise, in the aggregate, approximately 6.8 million square feet of warehouse and office space, approximately 5.6 million square feet of aircraft parking ramps and tug ramps, vehicular parking and other related areas. The Fuel Farm is located adjacent to Aero Chicago's facility at Chicago O'Hare International Airport. The Fuel Farm functions as a system to refuel tenant's aircraft.

The following table sets forth certain summary data regarding the Facilities, the airports at which the Facilities are located, the building square footage, ramp square footage, major Tenants and year of Ground Lease expiration (in certain instances, properties offering direct aircraft ramp access do not actually contain aircraft ramp access within the bounds of their underlying leasehold areas):

[Remainder of Page Intentionally Left Blank]

32

- < uj
p so

CO CO

3 3 3 CC 03 CQ

^ S > & ^ £ £ £ J tu U. LL, u. u_ u. C £ ■ CQQCOGPi m

■ 3- o o 'n sc 'm' t~
r-l r~> > r, r~. fl n
00000CC
r-l rsl r-l r-l n

OC
r-l r-l
000
r-l r-l

^{0/3}
Z o

<
El X

t/i <

~J
Q
Z

O
a!
a

1/3

£ 3
rt,m C
f

o < CJ f-
" CO 5 C3

j=

6^
00 Z "S
O
.3 *

o o
OS
< O on pl,

o t-
O On oo -_
so" <N

»-r

o o oo u-i os
<N OS OS
r- o o -
-3 CJ
USI = 3

a. .
oo x
■ UJ CJ -o CQ
t= PL
t: x
a. pj W
-b -a
t- d
CQ pl, PL,
x X r j x
Pj UJ UJ
■ d -o = -a
oj aj cd c j
b b. J k.
oo

£ < D

oo oo "H x x"
X i= c Q < 3
pj UJ O K UJ
-d -a l -a
O CJ O Os
r- o r s i m
Qs CQ -J
r l o' o' r s t
r- "h vi oo
.- < m r-~
pu u- <Cu.
o' o
so

o - so o o o CN in o °. °. ^ ° i so" m so" oo" a\ m ^- oo *n rl rj (N

moosomr-ioloosoor--sO'0(Nu-iogomo -
- oosc - OTj-r-oor-soos. rvi-rfr'aso>i-iTfso r^OO^nniCfnn-f'a'n^chinrmMrIstm ^" o" m" oo" rT <y-r-■" -" oo" so' rsf r-" m os o oo' os" >s{ «n" in tN ic ^ st - -rr - m -imr--oosoo-- so.- cNs^m
- so - in - -i-3-rsi - - -

U <

E-
O a. C6
o
on ca U PJ Z

o - on u, -cj
Q
o Z

cob 2 o

o uu
cj a

=3

o X

5 ^

60 CJ

vi ir: c3
■ r ch on fc 3 c MOO
x x y:

~ 5 H u

C3 .O
cj O
: Z Z Z Z

oo
6

>.- - t~' -
CJ " -J

CJ
o
T3
« S 1 -P ^ - C
■ 2--a*
2 £ 3 ^ C t 3
C O

CJ _ - CJ CJ
h U- U 0 t
E 5 "E 5? 3 > > co a * = -c = .E M>.2 J ou0:-o?"mj3^<:0_o";ot:-aij
^Zll^JZZ>CU-Li.£s_SO^Z

5o b 5 5»

< U

O rs CJ Q

'J3 o ■" v:
u. u- x x _i
i4 p. _

■ CJ 1) u
2 z z z

- l: -

O i ~ CJ IE O
ZCOc-ti.

At eighteen (18) of the airports, all of the Facility buildings have direct access to aircraft parking ramps. At five (5) of the remaining airports (Dallas, Houston, Ft. Lauderdale, New Orleans and Philadelphia) certain of the buildings have direct access to aircraft parking and others have adjacent access by tug vehicles. At O'Hare, buildings are on-airport, but only allow for access by tug vehicles.

Recent Changes to Ground Leases

Pursuant to the ground lease ("Oklahoma Ground Lease") between Aero Oklahoma, LLC ("Aero Oklahoma") and the Oklahoma City Airport Trust (the "Trust"), Aero Oklahoma is required to commence construction of a 25,000 square foot expansion to its facility or pay \$200,000 to the Trust by March 6, 2013. Supplemental Agreement No 3 was executed June 25, 2015 amending the terms of the Oklahoma Ground Lease reducing the leased premises to 749,405 square feet, adjusting the rental terms and amending the expansion facility requirement. Aero Oklahoma is required to construct an Additional Facility of approximately 12,500 square feet and be ready for Tenant occupancy before March 31, 2016. Upon completion of the Additional Facility, the term of the ground lease is extended to March 6, 2038 with one (1) five-year renewal option and the \$200,000 payment is waived. Aero Oklahoma delivered the Additional Facility in March, 2016.

Aero Harrisburg, LLC received a 15-year ground lease extension for building #100 through 2045 in exchange for returning building #515 to the airport effective June 2016. Building #515 was owned by RALP, but not held within TrIPs.

Aero Anchorage, LLC ("Aero Anchorage") received a 27-year ground lease extension through 2062 in exchange for capital improvements associated with a new tenant lease between Aero Anchorage and North West Company; the extension was executed in June 2016.

In addition to the executed Ground Lease enhancements detailed above, Aero JFK, LLC ("Aero JFK") is actively in negotiations with the Port Authority of New York New Jersey ("PANYNJ") regarding a potential ground lease extension on buildings 21 and 23. The proposed 2.5-year ground lease extension would extend the termination date from July 13, 2028 to January 31, 2031. In Building 23, Aeroterm is awaiting final signature on a lease amendment for Lufthansa to expand into the entire warehouse and extend their lease to be coterminous with the extended ground lease term (current lease expiration June 30, 2018). As part of the deal, Aeroterm will pay PANYNJ an up-front lump sum of \$4 million to cover sublease fees associated with the Lufthansa renewal for the entire current and extended ground lease term. Aeroterm will also pay PANYNJ a building rental equal to 50% of the total net rental charged to the Building 21 and 23 sublessees during the ground lease extension period.

Additionally, Aeroterm is in the process of settling a ground lease premises issue with Korean Air and PANYNJ. Korean Air has been paying ground rent on a portion of an access road that is solely used by Delta Airlines, the current tenant of Building 21. To settle this issue, Aeroterm will pay PANYNJ \$1.4 million for the return of a portion of this access road to their leasehold (approx. 0.74 acres). Aeroterm anticipates that future ground rent on this additional space will be paid by the sublessee of Building 21, however, in the case of vacancy, Aeroterm would be responsible for these payments (approx. \$120,000 annually, escalating at 4%).

There is no assurance that this ground lease enhancement will be executed and it was not modeled in the underwriting.

Management of the Facilities

General. The Facilities are managed by Aeroterm Management, LLC (the "Manager"). The Manager, a Delaware limited liability company organized in September, 2015, was established to manage and operate air cargo transfer point facilities in the United States. Its headquarters are located at 201 West Street. Annapolis. Maryland 21401. The Manager is under common control

with Aeroterm Canadian Management Company, a Canadian corporation. Together, the Manager and Aeroterm Canadian Management Company constitute North America's largest manager of air cargo transfer point facilities and operate approximately 9 million square feet of air cargo facilities and over 6 million square feet of aircraft parking ramps in 34 markets across the continent. The Manager is owned by the same principals as Aeroterm US, Inc. (the "Previous Manager") and continues to employ substantially the same personnel in connection with management of the facilities as were employed by the Previous Manager prior to the transfer of management responsibilities on December 16, 2015. The new management agreement with the Manager provides for substantially similar duties, rights and obligations as the management agreement with the Previous Manager. Accordingly, the Manager satisfies the requirement of the Master Trust Indenture (as further

34

described on the following page) for the replacement of the Previous Manager without the consent of the Master Trustee.

Management Agreements. The Manager has entered into Management Agreements (the "Management Agreements") with RAL CAC, LLC, as the owner of each Member, and separately with each of Aero Newark, LLC, Aero Miami I, LLC and Aero Miami II, LLC, for the management of the Facilities. Under the Management Agreements, the Manager is responsible for the operation, leasing and management of each Facility. The fees payable to the Manager on each Facility, payable monthly in arrears, consist of: (i) a property management fee of a certain percentage of the rents earned from the Facility's Tenants, other operating revenues and rental insurance, (ii) a development fee, (iii) leasing fees, and (iv) a construction management fee in accordance with the terms of the Management Agreements. These fees are representative of fair market value. The Manager shall also be reimbursed for certain expenses as provided in the Management Agreement.

The fees and expenses of the Manager are part of Operating and Maintenance Expenses and paid prior to debt service on the Series 2018 Bonds. See "COMMON SECURITY FOR OBLIGATED GROUP - Flow of Funds" herein.

The Management Agreements run coterminous with RAL's general partnership interest in RALP. The Management Agreements may be terminated after expiration of the various cure periods specified in the Management Agreements, for a breach by the Manager of any representation or warranty, a breach by the Manager of its obligations under the Management Agreements having a material adverse effect on a Member or its Facility, or an action by the Managers constituting fraud, bad faith, gross negligence or willful misconduct. The Management Agreements automatically terminate upon certain events of bankruptcy or insolvency of the Manager.

Any amendment or termination of any Management Agreements shall be approved by the Master Trustee, which shall not be unreasonably withheld; provided, however, that no such approval will be required when (i) such termination is due to a default under such agreement and (ii) such amendment is merely an extension of the term thereof, or does not materially increase the Manager's rights or decrease the Manager's obligations under such agreement, or changes the fees paid to the Manager so long as such fees represent a market rate, as so certified by the Group Representative.

Without approval of the Master Trustee, the Chicago Bond Trustee or any holder of Series 2018 Bonds, the Management Agreements may be assigned to and assumed by a new management company and a Management Agreement may be entered into with a management company with respect to any new Facility, provided that, in all cases, at the time of such assignment and assumption or entering into (i) the new management company manages at least 200,000 square feet of cargo facilities and (ii) the new management company's senior management personnel have at least three (3) years of experience in managing cargo facilities.

The Management Agreements may be replaced with new Management Agreements entered into with a new management company without approval of the Master Trustee, the Chicago Bond Trustee or any holder of the Series 2018 Bonds, provided that at the time of execution of such new Management Agreements (i) the new management company and its senior management personnel meet the conditions of the preceding paragraph, (ii) the new management company's duties, rights and obligations under the new management contract are substantially similar to the Manager's duties, rights and obligations under the initial or existing Management Agreements and (iii) the fees contained in the new management agreement are not at a rate as a percentage of gross receipts that is materially greater than the fees set forth in the initial Management Agreements; provided, however, that the fee rates may be higher so long as they represent a market rate, as so certified by the Group Representative.

Except in the case of revisions, amendments and contracts not requiring Master Trustee consent or approval, no revisions or amendments to any existing management agreement at a Facility and no new management agreement shall be effective unless there is first delivered to the Master Trustee and the Chicago Bond Trustee an Opinion of Counsel to the effect that such revisions, amendments or new agreement will not cause interest on the related Bonds to be includable in the gross income of the holders thereof.

Management of the Fuel Farm

Aero Infrastructure has entered into an agreement with Swissport SA Fuel Services ("Swissport") pursuant to which Swissport operates and manages the Fuel Farm. Swissport performs management and administrative services and provides all labor, materials, supplies, and equipment to maintain and operate the Fuel Farm. Aero

35

Infrastructure pays and reimburses Swissport for these services. The fees and expenses of Swissport are part of Operating and Maintenance Expenses and paid prior to debt services on the Series 2018 Bonds. See "COMMON SECURITY FOR OBLIGATED GROUP - Flow of Funds" herein.

Insurance Program

The Master Indenture requires that each Member will maintain, or cause to be maintained, insurance, in amounts and form sufficient to cover the risks associated with its business operations, in addition to complying with requirements set forth in the applicable Ground Lease. Coverage shall protect all properties of each Member and its agents, officers, employees, contractors and invitees from potential exposures that may be associated with the properties and the activities to be conducted at the properties. The coverages and limits summarized below reflect the insurance requirements of the Master Indenture which each Member is initially required to maintain. Each Member is currently in compliance with the insurance obligations set forth under the Master Indenture.

All Risks Properly Insurance: The amount of insurance shall represent 100% of the replacement cost of the buildings, including Member improvements and betterments. Coverage includes earthquake and flood insurance subject to sublimits of coverage.

Boiler & Machinery Insurance:

- \$100,000,000 equipment breakdown, per accident, combined property damage and business income/extra expense subject to sublimits of coverage.

Airport Premises Liability Including Commercial General Liability Insurance:

- \$110,000,000 each occurrence bodily injury/property damage and products and completed operations.
- \$25,000,000 annual aggregate personal injury.
- \$10,000,000 per occurrence for each baggage/cargo/warehouseman's liability.
- \$4,000,000 per occurrence auto liability including hired, non-owned and owned (if any) autos, in excess of primary coverage.

Automobile Liability Insurance:

- \$1,000,000 each accident, all autos including hired, non-owned and owned (if any). Excess Auto

Liability Insurance:

- \$25,000,000 each accident, all autos including hired, non-owned and owned (if any). Pollution

Liability:

- \$5,000,000 each pollution incident or mold incident and in the general aggregate.

Business Income/Loss Of Rent Insurance: Business income/loss of rent income insurance, covering interruption of the covered Member's operations in whole or in part by reason of the total or partial suspension of, or interruption in, the operation of its property caused by the damage to or destruction of any part of its property, with such exceptions as are customarily imposed by insurers, shall be in an amount sufficient to pay ground rent under the current Members' Ground Leases, debt service on the obligations financing the Member's affected Facility or Facilities or property or properties, taxes or payments in lieu of taxes, the salaries and expenses of key employees of the Member required for the operation of the Facility or property affected. Facility management fees and other non-

any employees or the amount required for the operation of the facility or property involved, facility management fees and other non-avoidable costs for at least a 12-month period.

Major Tenants

The Facilities are in aggregate leased to approximately one hundred twenty-seven (127) different Tenants, including air cargo carriers, passenger carriers providing cargo lift in their passenger aircraft, freight forwarders, ground service and handling companies, and a variety of specialty firms whose business needs require an on-airport

36

location. Each Tenant may be in multiple Facilities. The following is a breakdown of the top twenty (20) Tenants (by total square footage leased) of all Facilities, including annual revenue, average weighted lease term and number of Tenant Leases as of December 31, 2017:

[Remainder of Page Intentionally Left Blank]

37

•
!- S

5?

x S

r~ - ~

Q
ua

<
W J
Ld O <
H O O t-

• o
o*»-%M
> E

Sa
Z o
• » z <
H

q^e
So a •=
S3 ex a
> -
r. ~ -

r: -■ r-i

r-l - o r-o
O ---' v-t Cs CO ---

11 --

Z u

c O
H

o -
<-3 cJ
* |
c3 p
a.
p s

cJ o
3 "2

cJ

J 5 §.1 |
| s < 1 &

- a o n

<
oo

a <
co £. i .y S -5«
S f t o f s =-

" a o ^ < u_
E Q. = p </3 O o

< | < J |" | |

| ^5 5« j ^
j - a - y u j w
- 5 'a y u <- o
3 | o u u u u
f < = == a; =

Certain Tenants are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and, in accordance therewith, file reports and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information can be inspected at the Public Reference Facilities maintained by the Commission at Room 1580, 100 F Street, N.E., Washington, D.C. 20549 or at <<http://www.sec.gov>>. Copies of such material can be obtained from the Public Reference Facilities of the Commission, 100 F Street, N.E., Mail Stop 2736, Washington, D.C. 20549, at prescribed rates. Information regarding Tenants who are not subject to the informational requirements of the Exchange Act may, to the extent available, be obtained from the Manager. In no event is such information or any other information on the Commission's website incorporated herein by reference and the Obligated Group is not responsible for the accuracy of the information contained on the Commission's website.

NO TENANT HAS, OR WILL HAVE, ANY OBLIGATION TO MAKE ANY PAYMENTS WITH RESPECT TO THE SERIES 2018 BONDS, BUT ARE OBLIGATED ONLY TO PAY RENT UNDER THE TENANT LEASE TO WHICH IT IS A PARTY.

Average Remaining Tenant Lease Terms of Major Tenants

As of December 31, 2017, the average weighted remaining Tenant Lease terms for the six (6) Tenants which, in total, provide more than 52% of the total rent of all Facilities, are as follows:

proceed more than 90% of the remaining net assets, and no more than

Tenant	Average Weighted
	Remaining Tenant
	Lease Term (years)
Federal Express Corporation	2.7
Alliance	7.4
Lan Chile, S.A.	8.6
Delta Air Lines, Inc.	9.0
Lufthansa Cargo AG	0.5
United Airlines Inc.	2.8

The Members have demonstrated consistent occupancy and low tenant turnover due to the lack of viable alternative cargo locations for tenants. The Members have experienced minimal tenant turnover time with typical re-leasing of vacant spaces occurring within 6 months. In 2017, the lease retention rates were 92%. Eight percent (8%) of tenant leases by square footage are month-to-month. Month-to-month tenants typically stay as long as neighboring major tenants or longer, but maintain the month-to-month lease structure as part of their business model.

ALTHOUGH CERTAIN TENANT LEASES ARE SUBJECT TO EXTENSION, EACH OF THE TENANT LEASES EXPIRE PRIOR TO THE FINAL MATURITY OF THE SERIES 2018 BONDS. THERE CAN BE NO ASSURANCE THAT THE MEMBERS OF THE OBLIGATED GROUP WILL BE ABLE TO RENEW EXISTING TENANT LEASES OR ENTER INTO NEW TENANT LEASES UPON TERMS AND CONDITIONS WHICH WILL ALLOW THE OBLIGATED GROUP TO MAKE THE PAYMENTS AS REQUIRED UNDER THE FINANCING AGREEMENTS SUFFICIENT TO PAY THE PRINCIPAL OR REDEMPTION PRICE OF, IF APPLICABLE, SINKING FUND INSTALLMENTS, AND INTEREST ON THE SERIES 2018 BONDS WHEN DUE. SEE "CERTAIN RISK FACTORS - FACTORS AFFECTING THE AIR CARGO INDUSTRY" HEREIN.

[Remainder of Page Intentionally Left Blank]

r- - o

o r-l

sp £

cj

O o SO >■

- -

rj, > £ cgj-P

T30

O<~i

'5©

5.m

I o

C: <«-' o

X: ~-i

cfl m

X: u

c c

„g
V5
<2"°
"013
(L)
■-C35
CO
O
^ - fa
•Sot i- ,22
- o P
oj ej
OJ
ej
§--5
2 o
* Q c
o
CO
m .S
5 "S
* <:
-
o 2
ej s ej
£ f-
0 .
u. m

H
- CJ
.2 p
'5 o
ej<=>
X:
- <L)
* - C
-O 5
H OJ
- "O
m .2
I 8.
£ ■£ oj c o o
OJ S
O E soi:
3 OJ
s £
X: ~
■Cl OJ
m ■£ 5 S

<D O
■B S
£ >

CB >
° 5
f- -5
•a <5
I s
OJ
* &
o
X: ca
~ CJ
■= C

- C3

3 C X5

I

o
C- IB
r- to
v5 C
ca ccj
cj x:
CJ

a
.0\$■

>"3
t: »j
.f«s

X) c
O
o-o
% -53
o^so
-oJ m-
-r- o^
-r-l

o x:
- ,0 S -O a
3
- y c >■
ryj _« « -a

ra cj Hi

i o
m

i o
m

SO w
w o
ai
Q

j7 o o n m

3 7>

c
7^S
o n
m

o n m

3 <N
7 5

r ~

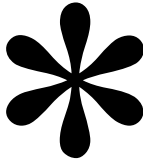
c
3 ^"

SJ3
■3
OJ
o
■a

Gs' >n -■ m
o" >o m io C~- m
r-f oo" r-- m oe

r~ oo sc c*i m

so O m oq rs|^
>n so" oo" t>n oo
r-l r- r-rn on
r~ oo" - o
vO so" O SQ oo r-
r- -* so if
so r-l
sc" o>yn m t
>n" -'



SO SO

r~ o
C>
so m
r-l in
Os -h rn -* so -^t-

so oo rn s
■ * " oj"
o, r-" in" so m og
so Tj-
r- os^
j> m as so r-i
r- r-n m

cs oo r-l so_ r-; in os" m m rn ^ -T os" r- r-l

r-l •n -

o
p.
so in -<

V5

m in r- o

so Os os.
O O
Qs ~cf
9^u so^d 00 sC
L o so^u un
on

u J!
3 oj
on oj
O o ũ. Si oj 2

° a 5
on

a>

<-■ in oo o o
o s* i- so r- o
m m oo r- oo^o
■ n in^u o" m" o^u so"
o n os cs os o
oo in o - -; in
r-^u so" - so"
r-l
oo so r-- m

oo Os in - -i m oo os r- oo m os -, os 0-. oo o
oc in O in os in
so_ ^ m r-l -> r-; Os" in" -" in -rf rl

o - O -• -' Os, oo t r~ [■ os - -■ in os Os^ sc
r-" o" - so" os" oo* m os oo r- ^ os ^\ rl in so^ m so" m" -" rsf n"

O -■ r~ os - o m -■ Os o o n ^ m^ ~, m O Os m" m" m" r-l" r-"
• rñ - n oo n
• t j o so, r~ os" so' -' m" in" r"
rsl

o n in -i oos
- m Os -i mSO
r~ - r~; so mso
os Os' in^u m oo' ->"
oo so as oo m-r-l
m in O m r-m
r-J m" ^" m" m"
- r-l

m cN m tj- m ^
r~ o O « m m
so m oo^ fN os
oo^u so^u m' so^u so"

-
so os so t- n -
n st

os n os m oo
n oo - so
so os in so in so
os" os' -" oo" r-i
m r~ os n so
so so o so -3- m
oo m -■ m ^cf
rl

-i m oc m -■ r~
m m m o noo
tj- m os o msi
CO so m m sorn
n ri r- r~ -os
sp^ scr p so^ osr-
oc m - m m
rj

-a

C r-

m o in as ~-

so - "5

J- c
OJ 3

$S ? S \sim B$

n. O

Q
sC oo

St

r~" oo
so" r-i

rl
o" •n

2 g

gl
C r"

o c
q= a
■S !2

^ CJ

- g
.1 g
2 a

CJ

r= O

o
s"

PROJECTED CASH FLOWS

CBRE Projections

CBRE (the "Real Estate Consultant") has prepared for the Obligated Group a report entitled "Rcalterm TRIPS Portfolio Feasibility Study," dated March 19, 2018 (the "Consultant Report"). A copy of the Consultant Report is attached hereto as "APPENDIX .1 - INDEPENDENT CONSULTANT REPORT" to this Official Statement. The Consultant Report should be read in its entirety for a full understanding of the Real Estate Consultant's analysis and the basis for its conclusions. None of the City or the Underwriters make any representation or warranty as to the correctness or completeness of the Consultant Report or the conclusions set forth therein. The following table is extracted directly from the Consultant Report and is a summary of projected cash flow for the

Members of the Obligated Group, as constituted on the date of issuance of the Series 2018 Bonds.

AEROTERM TRIPS PORTFOLIO
CASH FLOW REPORT BEGINNING JANUARY 1, 2018

For the Year Ending

Potential Gross Revenue Base Rental Revenue Absorption & Turnover Vacancy Free Rent

Scheduled Base Rental Revenue

Year 1 Doc-18

Year 2 Doc-19

Year 4 Doc-21

Year 5 Doc-22

\$93,991,953 -2,036,348 -212,065

\$93,662,046 -2,275,943 -91,587

\$94,335,768 -2,800,368 -384,673

-Year 3 Doc-20

\$93,193,002 -1,330,639 -239,090

\$90,533,323 \$91,743,540 59,129,517 \$91,150,728 \$91,623,273

\$42,475,170 \$43,248,302 \$43,819,593 \$41,941,248 \$40,077,213

Total Potential Gross Revenue

Vacancy

Credit Loss Effective Gross Revenue

\$133,008,492 -1,884,810 -380,168 \$130,743,515

\$134,991,842 -1,536,004 -400,574 \$133,055,265

\$135,114,110 -1,680,686 -437,543 \$132,995,880

\$133,091,975 -1,516,968 -491,797 \$131,083,210

\$131,700,485 -2,007,335 -522,541 \$129,170,609

Operating Expenses RE Taxes Insurance Utilities

General Building Management Fee Ground Rent Total Operating Expenses

\$6,903,349 1,040,192 4,386,839 7,206,990 4,971,683 30,174,396 \$54,683,650

\$7,076,206 1,062,305 4,529,407 7,398,311 5,084,391 30,689,119 \$55,839,738

\$7,234,302 1,064,758 4,496,375 7,541,080 5,158,859 31,298,088 \$56,813,662

\$7,406,833 1,091,232 4,146,419 7,614,869 5,133,919 30,322,040 \$55,715,332

\$7,367,469 1,119,468 3,765,399 7,610,609 5,135,304 28,899,010 \$54,097,259

\$76,059,865 \$77,215,527 \$76,182,218 \$75,367,878 \$75,073,350

Leasing & Capital Costs

Leasing Commissions

\$1,536,519

\$1,586,040

\$1,404,312

\$1,693,768 \$3,150,903

Capital Expenditures & Reserves

1,149,024

1,924,441

1,078,059

731,237 727,024

Total Leasing & Capital Costs

\$2,685,543

\$3,510,481

\$2,482,371

\$2,425,005 \$3,877,927

Cash Flow Before Debt Service
& Taxes

\$73,374,322

\$73,705,046

\$73,699,847

\$72,942,873 \$71,195,423

[Remainder of Page Intentionally Left Blank]

CBRE Independent Consultant Report

General

The purpose of the Consultant Report was to produce a consolidated cash flow analysis projecting performance of all Members of the Obligated Group (as described in "PROJECTED CASH FLOWS" herein). The Consultant Report is addressed solely to Aeroterm and the Real Estate Consultant has no legal relationship with the bondholders. The Consultant Report does not constitute a recommendation to any person to purchase or sell the Series 2018 Bonds.

The scope of the Real Estate Consultant's work included addressing in summary, the overall air-cargo industry, the competitive environment and the subject portfolio. Additionally, a roll-up, consolidation and projection of individual project cash flows into a single projection reflecting both long-term trends and prevailing US air cargo market conditions was completed. The report concludes with an assessment discussing the relative risk implications at the portfolio level and how that risk might affect bond pricing and debt levels.

In compiling the individual cash flows, the Real Estate Consultant first reviewed Argus Enterprise (an analytical software program commonly used throughout the real estate industry) files for each property as prepared by the Manager. In many cases, the Real Estate Consultant updated revenue projections to begin on the same date and to reflect current lease terms. While underlying land leases often varied as to date of expiration, the Real Estate Consultant made a series of compound assumptions to consolidate and project a single cash flow for the enterprise as a whole.

The intended use and user of the Consultant Report are specifically identified in the engagement letter between Aeroterm and the Real Estate Consultant. No other use or user of the Consultant Report is permitted by any other party for any other purpose. Dissemination of the Consultant Report by any party to non-client, non-intended users does not extend reliance to any other party and the Real Estate Consultant will not be responsible for unauthorized use of the Consultant Report, its conclusions or contents used partially or in its entirety.

The results of the Real Estate Consultant varied to some degree from internal projections of the Manager. However, overall, the Real Estate Consultant found that the Manager's cash flow projections have been prepared in a reasonable manner and appropriately reflect the anticipated performance at both the individual Facility level and when consolidated.

Cash Flow Roll-Up

In order to project cash flow estimates for the entire portfolio, the Real Estate Consultant first reviewed the Manager's internal projections and then developed its own cash flows based on prevailing market indicators and a review of lease abstracts and historical operating budgets. The Real Estate Consultant also looked at local and industry trends when estimating long term stabilized occupancy and renewal outcomes.

The Real Estate Consultant evaluated individual cash flows available for debt service from each Facility and reported the results on a consolidated basis. In order to project cash flow estimates for the entire portfolio, the Real Estate Consultant first reviewed the Manager's internal projections then developed its own cash flows based on prevailing market indicators and a review of lease abstractions and historical operating budgets. The Real Estate Consultant also looked at local and industry trends when estimating long term stabilized occupancy and renewal outcomes. In the Consultant Report, there is a side by side comparison of assumptions and outputs between the Manager and the Real Estate Consultant.

The Real Estate Consultant divided the assets into 47 separate cash flow models, tracking the Manager's internal controls. For consistent cash flow modeling and functionality, the Real Estate Consultant relied on Argus Enterprise 11.6.3, an analytical software program commonly used throughout the real estate industry ("Argus"). The Manager also used Argus, which allowed the Real Estate Consultant to directly compare most assumptions.

The following considerations were material to the Real Estate Consultant's analysis:

- Cash Flow availability for debt service is equal to net operating income.
- An analysis based on historic financial information and leases for the majority of the assets.

42

- The portfolio analysis begins January 1, 2018 and ends December 31, 2022. The Real Estate Consultant has assumed a holding period of five years for those properties with ground leases extending beyond December 31, 2022. The holding period for the remainder of the properties is based on the expiration dates of the respective land leases through the term of all exercisable option periods.
- In all cases the Real Estate Consultant assumed that each Member of the Obligated Group will exercise its renewal rights.
- The individual estimates of General Vacancy & Collection Loss ranged from 0 to 15% (or conversely 85% to 100% occupancy), depending on the specific market conditions for each individual asset. The 100% estimate was generally reserved for single-tenant facilities occupied by credit-rated tenants for an extended period of time with significant remaining term on their leases.
- The analysis assumes a general inflation rate of 2.50% to 3.00%, depending on the market. The vast majority of cash flows reflect a 2.50% growth rate. These rates are used for both income and expenses.
- The estimate included typical lease terms of three to ten years, depending on trends noted in each market.
- The Real Estate Consultant has excluded tenant improvement allowances from its capital expenses.
- Leasing commissions vary by location, ranging from 3.50% to 6.75% for new tenants and 2.00% to 3.00% for lease renewals.
- Management Fees are estimated at 3.00% for single tenant facilities and 5.00% for multi-tenant properties. A few exceptions are made based on contractual obligations.
- Replacement Reserves are estimated between \$0.05 and \$0.15 per square foot for each property, based on age, condition and local market parameters.

In the final analysis, the Real Estate Consultant's outcomes were fairly similar to those of the Manager notwithstanding modest changes or smoothing of assumptions in the Real Estate Consultant model. The Real Estate Consultant found that, in most years, its estimates were higher than the Manager's estimates.

Conclusion

Overall, the portfolio represents the largest privately-held portfolio of the U.S. airside air cargo facilities in the U.S. The portfolio benefits from a wide and diverse range of Tenants in geographically-diverse settings across the U.S. The 25 locations include facilities in nine of the top 25 U.S. cargo airports and five of the top seven U.S. international gateway cargo airports (were the Members of the Obligated Group capture close to a 23% share of the available space).

According to the industry experts, world air cargo traffic is forecast to grow an average 4.2% per year over the next 20 years. Additionally, after years of decline and minimal growth, the U.S. domestic air cargo traffic is projected to increase at a rate of 2.2% annually. Both bode well for this industry where only limited airside space is available. Additionally, long-term rent growth projections of 2.5% by the Manager and by the Real Estate Consultant appear reasonable, and even slightly conservative, given the growth anticipated in the cargo industry sector.

The reported financing structure, with a healthy debt coverage ratio and debt service reserve account, reduces risk for investors. Moreover, ownership has strategically improved the portfolio's occupancy to a stabilized 93.3%, further reducing risk.

Threats for the portfolio include over 61% of the Tenants having current lease terms ending by the close of 2022, with a significant portion in 2018. This concern is somewhat offset by the long-term tenant base, few viable options for tenants at other locations, and the assumed renewal probability of 75%. Another threat is that over half of the occupancy of the portfolio, and over 63.9% of potential gross revenue, are concentrated with the top 10 Tenants. The loss of any of these Tenants, especially the top few, would have a significant impact on the performance of the portfolio. But given the mission-critical nature of the airside assets in particular for express shipping options, and based on historical performance, significant non-renewals are highly unlikely among these Tenants.

Given the preceding discussion and consideration of various factors related to the portfolio, the overall risk profile is considered to be favorable for the proposed bond financing.

CERTAIN RISK FACTORS

General

Purchase of the Series 2018 Bonds involves certain significant risks. This section discusses certain risks associated with the Series 2018 Bonds but is not intended to be a dispositive, comprehensive or definitive listing of all risks associated with respect to the Facilities, the repayment of the Series 2018 Bonds or the purchase and ownership of the Series 2018 Bonds. The risks and uncertainties described herein are not intended to be, nor can they be, a complete recitation of the risks and uncertainties involved in the purchase and ownership of the Series 2018 Bonds. Additional risks and uncertainties not presently known, or currently believed to be immaterial, may also materially and adversely affect the payment of the Series 2018 Bonds. This section should be read in conjunction with the rest of this Official Statement, including the Appendices hereto.

This Official Statement contains statements relating to future events that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "intend," "anticipate," "expect," "assume" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty and risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events or circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and actual results; those differences could be material.

Limited Recourse Transaction

The Series 2018 Bonds are part of a project-based financing and the ability of the Obligated Group to repay the Series 2018 Bonds is dependent on appropriate levels of tenancy at the Facilities and the operation of the Fuel Farm. Timely payment on the Series 2018 Bonds depends on the overall performance of the Facilities and of the Obligated Group, as a whole. Gross Revenues generated by the Facilities constitute the sole source of payment for the Obligated Group in respect of its payment obligations under the Financing Agreements. Risks are applicable to all Obligations under the Master Indenture, including the Senior 2018 Note, and correspondingly, the Series 2018 Bonds. No person or institution will be providing credit support to the payment of debt service on any of the Series 2018 Bonds.

The Series 2018 Bonds May Not Be a Suitable Investment

The Series 2018 Bonds are not suitable investments for all investors. In particular, an investor should not purchase any Series 2018 Bonds unless it understands and is able to bear the prepayment, payment, credit, liquidity and market risks associated with the Series 2018 Bonds. For those reasons and for the reasons set forth in this Section "CERTAIN RISK FACTORS," the yield to maturity and the aggregate amount and timing of payments on the Series 2018 Bonds may be subject to material variability from period to period and over the life of the Series 2018 Bonds. The interaction of the foregoing factors and their effects will be impossible to predict and are likely to change from time to time.

Payment is Dependent Upon Gross Revenues From the Facilities

The Obligations under the Master Indenture, including the Senior 2018 Note (which secures the Series 2018 Bonds) are secured by the Gross Revenues derived from the Facilities which constitute income-producing commercial property. Loans related to commercial properties are generally thought to expose a lender to greater risks because they typically involve larger loans to a single borrower or groups of related borrowers.

The repayment of a commercial loan is typically dependent upon the ability of the related mortgaged property to produce cash flow through the collection of rents. Even the liquidation value of a commercial property is determined, in substantial part, by the capitalization of the property's cash flow. However, net operating income can be volatile and may be insufficient to cover debt service at any given time.

The net operating income and property value of a property, such as any of the Facilities, may be adversely affected by a large number of factors. Some of these factors relate to the property itself, which include, but are not limited to:

- the age, design and construction quality of the property;
- perceptions regarding the safety, convenience and attractiveness of the property;
- the proximity and attractiveness of competing properties;
- the adequacy of the property's management and maintenance;
- increases in interest rates, real estate taxes and other operating expenses (including costs of energy) at the property and in relation to competing properties;
- an increase in the capital expenditures needed to maintain the property or make improvements;
- dependence upon a single tenant, or a concentration of tenants, in a particular business or industry;
- a decline in the financial condition or bankruptcy of a major tenant;
- competitive conditions which may affect the ability of a borrower to obtain or maintain full occupancy of a property;
- an increase in vacancy rates; and
- a decline in rental rates as leases are renewed or entered into with new tenants.

Other factors are more general in nature, such as:

- national, regional or local economic conditions, including unemployment rates;
- local real estate conditions, such as an oversupply of competing properties;
- demographic factors;
- consumer confidence;
- consumer tastes and preferences;
- zoning laws or other governmental rules and policies (including environmental restrictions);
- retroactive changes in building codes;
- changes or continued weakness in specific industry segments;
- the public perception of safety for customers and clients;

- inflation; and
- civil disorder, acts of war or of terrorists, acts of God, such as floods or earthquakes, and other factors beyond the control of a borrower.

45

The volatility of net operating income will be influenced by many of the foregoing factors, including, but not limited to:

- the length of ground leases and any CPI-based adjustments provided for therein;
- the length of tenant leases, and the ability of a tenant to terminate a lease early;
- the creditworthiness of tenants;
- tenant defaults;
- the rate at which new rentals occur; and
- the property's "operating margin" which is generally the percentage of total property expenses in relation to revenue, the ratio of fixed operating expenses to those that vary with revenues, and the level of capital expenditures required to maintain the property and to retain or replace tenants.

Expectations as to Gross Revenues May Not Represent Future Net Cash Flow

The Obligated Group expects that the Gross Revenues of the Obligated Group derived from operations at the Facilities will be sufficient to pay the amounts due under the Financing Agreements and therefore the principal of and interest on the Series 2018 Bonds. This expectation is based upon an analysis of many factors including, but not limited to, current market conditions, evaluations of the existing condition of the Facilities, estimates of transaction costs and operating expenses, state and federal laws, and the occurrence of future events and conditions. There can be no assurance that these assumptions are accurate. Furthermore, future events, over some of which the Obligated Group has no control, may adversely affect the actual receipt of Gross Revenues from operation of the Facilities. If actual receipt of Gross Revenues from the operation of the Facilities or actual expenditures vary significantly from those projected, the Members of the Obligated Group may be unable to pay the amounts due under the Financing Agreements, and therefore the Series 2018 Bonds, when due.

Projected Cash Flows as described in this Official Statement are inherently speculative. In the event of the failure of any assumptions or projections used in connection with the calculation of Projected Cash Flows, the actual net cash flows could be significantly different from the Projected Cash Flows. No representation is made that the Projected Cash Flows set forth under the caption "PROJECTED CASH FLOWS" of this Official Statement represent future net cash flows. Investors should review these assumptions and make their own determination of the appropriate assumptions to be used in determining Projected Cash Flows.

Value of the Facilities May Be Adversely Affected Even When There Is No Change in Gross Revenues

Various factors may adversely affect the value of the Facilities without affecting the Gross Revenues from the Facilities. These factors include, but are not limited to:

- changes in governmental regulations, fiscal policy, zoning or tax laws;
- potential environmental legislation or liabilities or other legal liabilities;
- convertibility of one or more of the Facilities to an alternative use;
- restrictive covenants;
- Tenant exclusivity and rights of first refusal/offer to lease or purchase; and

- the availability of financing.

46

Increased Operating Expenses Can Adversely Affect the Amount of Gross Revenues Sufficient for Timely Payment of the Obligations

The operation of one or more of the Facilities could be affected by many factors, including the breakdown or failure of equipment or processes, fuel and energy costs, the interference with proper operations by governmental controls and requirements, labor disputes, catastrophic events including fires, explosions, earthquakes and droughts, changes in law, failure to obtain necessary permits or to meet permit conditions, or similar events. The failure or inability to obtain and maintain proper insurance for such contingencies may impair the ability of the Obligated Group to fund the necessary repairs or other remediations necessary to assure proper continued operations at the Facilities. The occurrence of such events could jeopardize the current leasing or future leasing of the Facilities and thereby materially impair the receipt of Gross Revenues from operations at the Facilities sufficient for the timely payment of the Obligations issued under the Master Indenture, including the Series 2018 Bonds.

Risks Arising Under the Ground Leases

All rights of the Obligated Group to use and occupy the Facilities leased to Members of the Obligated Group are created in the Ground Leases applicable to such Facilities. If a Member defaults in its obligations under its Ground Lease, the lessor thereunder has the right to terminate such Member's interest therein. See APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES." In certain instances, the United States Federal Aviation Administration may enforce certain rights pertaining to the Facilities or airport transportation more generally, and the exercise of such powers could materially adversely affect such Member's rights under its Ground Lease, including, without limitation, cause the termination of such Ground Lease. All Ground Leases relating to a particular Facility must remain in effect in order for the Master Trustee to foreclose upon the Mortgage, if any, applicable to such Facility and exercise its rights under such Mortgage. See APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES."

The Ground Leases generally contain detailed provisions regarding procedures that must be followed by the Master Trustee, as leasehold mortgagee thereunder, in order for the rights of the Master Trustee to be exercised under the Ground Leases regarding events of default or termination of the respective Ground Lease. Failure of the Master Trustee to exercise such rights in accordance with the provisions of the particular Ground Lease may result in an inability of the Master Trustee to foreclose on the security afforded by the related Mortgage or result in a failure of the Master Trustee to forestall a termination of the respective Ground Lease (which would eliminate the benefits afforded by the related Mortgage).

TERMINATION OF ANY GROUND LEASE WILL TERMINATE A MEMBER'S LEASEHOLD INTEREST IN SUCH GROUND LEASE AND THE MORTGAGE LIEN OF THE MASTER TRUSTEE IN SUCH LEASEHOLD PURSUANT TO THE APPLICABLE MORTGAGE, IF ANY, AND ANY RIGHTS OF THE MASTER TRUSTEE TO COLLECT RENTS FROM TENANT LEASES PURSUANT TO SUCH MORTGAGE. IN SUCH EVENT, THERE WILL BE NO GROSS REVENUES AVAILABLE FROM THE FACILITY PERTAINING TO SUCH TERMINATED GROUND LEASE TO PAY THE OBLIGATIONS ISSUED UNDER THE MASTER INDENTURE, INCLUDING THE SERIES 2018 BONDS.

The leasehold interests of The Port Authority of New York and New Jersey (the "Port Authority") in John F. Kennedy International Airport and Newark Liberty International Airport are held pursuant to overleases with The City of New York and the City of Newark, respectively (each, a "Port Authority Overlease"). Termination of a Port Authority Overlease would, by operation of law, terminate the related Ground Lease from the Port Authority to Aero JFK, LLC or Aero Newark, LLC, as applicable, and each mortgage attributable thereto would terminate. A Port Authority Overlease can terminate upon notice from The City of New York or the City of Newark, as applicable, to the Port Authority of the occurrence of certain defaults under a Port Authority Overlease, including a failure by the Port Authority to pay rent under such Port Authority Overlease, and a failure by the Port Authority to cure such default.

Risks Arising Under Tenant Leases

Payment of the Obligations will depend on the ability of the Tenant Leases, both current and future, to generate revenues sufficient in the aggregate to pay debt service on the Obligations after payment of expenses as described under "THE FACILITIES^ MANAGEMENT AND THE TENANTS" and "- PROJECTED CASH FLOWS" herein. The ability of the Tenant Leases to generate revenues may be adversely affected by a wide variety of unforeseen or unforeseeable events and conditions, including, without limitation, economic changes affecting the

47

air cargo industry generally, or the airports at which the Facilities are located or the Tenants specifically, which could result in a default under the Tenant Leases or competition from other facilities within or outside the airports where the Facilities are located.

Moreover, the terms of the Tenant Leases do not extend past the final maturity date of the Series 2018 Bonds. Over 61% of the Tenant Leases expire by the end of 2022, with a significant portion in 2018. The ability of the Obligated Group to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest coming due on the Series 2018 Bonds through their final maturity will depend upon the success of the Obligated Group in renewing current Tenant Leases or in reletting the Facilities. The top twenty (20) Tenants (by square footage leased) of the Facilities represent approximately 80% of all rent collected from the Facilities, and the top three (3) Tenants by total revenue which include FedEx, Delta Airlines, Inc. ("Delta") and Alliance, represent approximately 29% of all rent collected from the Facilities. The loss of one or more of these Tenants would (without a similar tenant or tenants to replace such tenant or tenants) have a material adverse effect on the Obligated Group's ability to collect rents sufficient to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest due on the Series 2018 Bonds. See "THE FACILITIES, MANAGEMENT AND THE TENANTS - Major Tenants" herein.

A Member may default in its obligations under one or more Tenant Leases. Upon the breach by such Member of certain terms, covenants or conditions in a Tenant Lease, the Tenant may, under state law, litigate and seek a termination of such Tenant Lease.

The Tenant Leases and the operation of the Fuel Farm are the only source of revenues of the Obligated Group. Failure of any Member to perform its obligations under a Tenant Lease could have a material adverse effect on the Obligated Group's ability to collect rents sufficient to pay the principal or Redemption Price of, if applicable, Sinking Fund Installments, and interest due on the Series 2018 Bonds.

Bankruptcy of a Major Tenant or Decline in a Major Tenant's Financial Condition May Result in Losses

Because the top twenty (20) Tenants (by square footage leased) of the Facilities represent approximately 80% of all rent collected from the Facilities, and the top three (3) Tenants (by total revenue), which include FedEx, Delta and Alliance, represent approximately 29% of all rent collected from the Facilities, the bankruptcy or insolvency of any Tenant, especially a major Tenant, may have an adverse impact on Gross Revenues produced by the Facilities. A decline in the financial condition of any Tenant, particularly a major Tenant, which results in a default under its Tenant Lease or other adverse circumstances in respect of such Tenant may have a disproportionately greater effect on Gross Revenues than would be the case if rentable space or rental income were distributed among a greater number of Tenants at the Facilities. No assurance can be given as to the creditworthiness of any Tenant or as to whether any such Tenant will perform its obligations under its respective Tenant Lease for the remaining lease term.

Under federal bankruptcy law, if the debtor is a tenant under an unexpired lease, such tenant has the option of assuming or rejecting such unexpired lease or, subject to certain conditions, assuming and assigning such unexpired lease to a third party. If the tenant assumes its lease, the tenant must cure all defaults under the lease and provide the landlord with adequate assurance of its future performance under the lease. If the tenant rejects the lease, the landlord's claim for breach of the lease would be treated as a general unsecured claim against the tenant (absent collateral securing the claim). The landlord's claim would be limited to the unpaid rent reserved under the lease for the periods prior to the bankruptcy petition (or earlier surrender of the leased premises) that are unrelated to the rejection, plus the greater of one year's rent or 15% of the remaining reserved rent (but not more than three years' rent). If the tenant assigns its lease, the tenant is required to cure all defaults under the lease and the proposed assignee must demonstrate adequate assurance of future performance under the lease. Certain of the tenants may be, and may at any time during the term of the Series 2018 Bonds become, a debtor in a bankruptcy proceeding.

No assurance can be given that Tenants in the Facilities will continue making payments under their Tenant Leases or that the Tenants will not file for bankruptcy protection or become subject to a receivership in the future or, if any Tenants so file or enter into receivership, that they will continue to make rental payments in a timely manner or that their Tenant Leases will not be rejected or

repudiated. The bankruptcy or receivership of a single Tenant, particularly a large Tenant occupying space at a number of Facilities, could adversely affect a greater portion of the Obligated Group than would the bankruptcy of a Tenant in a Facility leased to several unaffiliated Tenants. In addition, a Tenant may, from time to time, experience a downturn in its business, which may weaken its financial condition and result in a reduction of rental payments or failure to make rental payments when due.

Default of One or More Major Tenants May Result in a Material Decline in Gross Revenues and May Result in a Decline in the Value of the Mortgaged Property

In the event of a default by one or more major Tenants in payment of its rent obligations. Gross Revenues from the Facilities may be impaired to a material extent such that payment of principal or Redemption Price of, if applicable. Sinking Fund Installments, and interest due on the Series 2018 Bonds shall no longer be assured. If the default occurs and no recovery is available from the Obligated Group or the defaulting Tenant, it is unlikely that the Master Trustee will be able to recover in full the amount then due under the Financing Agreements. The value of a Facility occupied by such defaulting Tenant or Tenants will likely be substantially lower following a default by any of the major Tenants under their respective Tenant Leases. No representations are made herein as to the financial condition of any present Tenant at the Facilities or as to the future financial prospects of any such Tenant.

Taxation of Interest on the Series 2018 Bonds

On the date of delivery of and payment for the Series 2018 Bonds, Co-Bond Counsel will render their opinions with respect to the tax-exempt status of the interest on the Series 2018 Bonds, a form of which opinions is set forth as an appendix to this Official Statement. See APPENDIX I - "FORM OF APPROVING OPINION OF CO-BOND COUNSEL" attached hereto. See also "TAX MATTERS" herein.

Upon the occurrence of a Determination of Taxability with respect to the Series 2018 Bonds, the Borrowers are required to pay to the Chicago Bond Trustee an amount sufficient to redeem all of the Series 2018 Bonds then Outstanding, at the Redemption Price equal to 100% of the principal amount thereof. See "THE SERIES 2018 BONDS - Redemption Prior to Maturity - Mandatory Redemption upon the Occurrence of a Determination of Taxability" herein. Since the Obligated Group has no assets other than the Ground Leases and the Tenant Leases, and since the rentals under the Tenant Leases are not subject to acceleration by reason of the occurrence of a Determination of Taxability, there can be no assurance that any Member or the Obligated Group as a whole will be able to pay such amounts in the event that a Determination of Taxability occurs.

IN THE EVENT OF A DETERMINATION OF TAXABILITY, THERE WILL BE NO ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2018 BONDS AND THE OWNERS WILL NOT BE INDEMNIFIED AGAINST LOSSES SUSTAINED AS A RESULT OF A DETERMINATION THAT THE INTEREST ON THE SERIES 2018 BONDS IS NOT EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. Further, a determination that the interest on the Series 2018 Bonds is includable in gross income of the registered owners may not occur for a substantial period of time after interest first becomes includable in the gross income of the owners thereof for federal income tax purposes. In certain circumstances, the loss of the exclusion of the interest on any Series 2018 Bonds from gross income of the owners thereof for federal income tax purposes could be retroactive to the original date of issuance of the Series 2018 Bonds. The tax liability of the owners of any Series 2018 Bonds for failure to include interest on such Series 2018 Bonds in their gross income may extend to years for which interest was received on such Series 2018 Bonds, or some portion thereof, and for which the relevant statute of limitations has not yet run.

Factors Limiting Enforcement or Rights and Realization on Collateral

Upon the occurrence of an Event of Default under the Master Indenture, there can be no assurance that an exercise of remedies by the Master Trustee under the Master Indenture or any Mortgage, including foreclosing on the leasehold interests of the Members under the Ground Leases in the Facilities in a judicial proceeding, will provide sufficient funds to repay all amounts due on the Series 2018 Bonds.

Pursuant to the Mortgages, the Members have granted to the Master Trustee for the benefit of the Holders of the Obligations, among other collateral, a mortgage on their respective leasehold interests under the Ground Leases and their fee interests in the Facilities. However, in many instances, the ability of the Master Trustee to cure defaults and foreclose on any leasehold interest is substantially limited by the respective terms of the related Ground Leases. The Ground Leases provide that the mortgage of the Ground Leases and the rights of the Master Trustee as mortgagee are subject and subordinate to the terms, covenants, conditions and provisions set forth in the Ground Leases. Pursuant to the Ground Leases, the applicable lessor has agreed to accept the making of defaulted payments and performance of defaulted obligations by the Master Trustee to cure any default by the applicable Member(s).

However, the Ground Leases impose certain obligations on the Master Trustee if it attempts to cure a default under the Ground Leases, which may impact its decision to take curative action. No assurance can be made that the Master Trustee will be willing or able to meet such obligation (which may involve the advance of significant funds by the

49

Master Trustee and its assumption of the related Member's obligations under the applicable Ground Lease) to void the termination of such Ground Lease. Additionally, the Ground Leases limit the methods by which the Master Trustee can foreclose, which limitations may impact its ability to obtain sufficient funds to repay all amounts due on the Series 2018 Bonds. See "COMMON SECURITY FOR OBLIGATED GROUP - Mortgages" and "- Payment of Ground Rent/Ground Leases Are Principal Asset" herein, as well as APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES" and APPENDIX F - "SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGES."

The Master Indenture provides that remedial action by the Master Trustee, upon an Event of Default, is to be directed by the majority in principal amount of applicable Holders. "Holders," under the Master Indenture, are the Holders of Obligations issued under the Master Indenture. Initially, other than the Indemnity Obligations issued to secure indemnities to the Issuers, only the Bond Trustees hold Obligations and can direct remedies. The Bond Trustees are, in turn, directed by the applicable Beneficial Owners in accordance with the related Bond Indentures. While Senior Obligations remain Outstanding, it is the Holders of the majority in principal amount of the Senior Obligations (and the related Beneficial Owners) that would control remedies. See "CERTAIN PROVISIONS OF THE MASTER INDENTURE" herein and APPENDIX A - "SCHEDULE OF DEFINITIONS" hereto.

An Affiliated Holder of the Bonds issued under the Master Indenture has no right to direct the Master Trustee to declare an event of default under the Master Indenture or direct remedies following an event of default while other Senior Obligations are outstanding under the Master Indenture. In addition, a Holder of Subordinate Class B Obligations has no right to direct the Master Trustee to declare an event of default under the Master Indenture if Senior Obligations are Outstanding thereunder.

The terms of the Ground Leases significantly restrict any subsequent purchasers of the Ground Leases in a foreclosure sale from pledging their interests in the Ground Leases to lenders in connection with the financing of the purchase price. Such restrictions could limit the number of lenders willing to extend credit to such purchasers and could further limit the amount of financing available for such purchase. Accordingly, at a foreclosure sale, the Master Trustee may not be able to realize the full value of the applicable Member's Ground Lease(s). See "COMMON SECURITY FOR OBLIGATED GROUP - Payment of Ground Rent/Ground Leases Are Principal Asset" herein and APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES" hereto.

Certain of the leasehold Mortgages limit the principal amount of Indebtedness secured by such leasehold Mortgage, which amount may be less than the current value of the property. At a foreclosure sale, the Master Trustee may not be able to realize the full value of the applicable Ground Lease.

No Ability to Pay Series 2018 Bonds Upon Mandatory Redemption or Acceleration

In the event the outstanding principal amount of the Series 2018 Bonds should become due and payable, whether by reason of mandatory redemption or acceleration, there can be no assurance that sufficient moneys can be raised to make such payment. Each of the Members was formed for the purpose of developing, constructing, equipping, installing and operating the Facilities as air cargo facilities for lease to the Tenants under the Tenant Leases. The rental payments by the Tenants under the Tenant Leases will be the principal source of repayment of the Series 2018 Bonds and any other indebtedness of the Members. The Members shall not conduct any other activities or own any other significant assets except those related to the operation of the Facilities. As a consequence, payment of the Members' obligations under the Master Indenture with respect to the Series 2018 Bonds depends upon the availability of sufficient revenues from the Tenant Leases, after payment of amounts due under the Ground Leases and operating expenses. If any Member defaults under the Loan Agreement, there can be no assurance that the exercise of remedies under the Master Indenture and Mortgages (including foreclosure upon the collateral) would provide sufficient funds to pay the amounts due under the Series 2018 Bonds.

In the event the principal amount of the Series 2018 Bonds should become accelerated by reason of an Event of Default under the Bond Indenture or the Series 2018 Bonds shall become subject to mandatory redemption in whole, the amount of rentals payable by the Tenants under the Tenant Leases are not subject to increase for such reason, and thereby are unlikely to be sufficient to pay the principal amount of and interest on the Series 2018 Bonds.

Enforceability of Lien on Gross Revenues

The effectiveness of the security interest in the Gross Revenues of the Members of the Obligated Group pursuant to the Master Indenture may be limited by a number of factors, including, but not limited to: (i) statutory

liens; (ii) rights arising in favor of the United States of America or any agency thereof; (iii) constructive trusts, equitable or other rights imposed or conferred by a federal or state court in the exercise of its equitable jurisdiction; (iv) federal bankruptcy laws, which may affect the priority of claims against the assets of the Obligated Group and the enforceability of the Master Indenture or the security interest in the Gross Revenues which are earned by any Member of the Obligated Group within ninety (90) days preceding and after any effectual institution of bankruptcy proceedings by or against such Member; (v) rights of third parties in the Obligated Group's revenues converted to cash and not in the possession of the Bond Trustees or the Master Trustee; and (vi) claims that might gain priority if appropriate financing or continuation statements are not filed in accordance with the applicable state Uniform Commercial Codes as from time to time in effect.

Risks Relating to Enforceability of Cross-Collateralization

Cross-collateralization arrangements involving more than one borrower, such as the cross-collateralization arrangement relating to the Obligated Group, could be challenged as fraudulent conveyances by creditors of a Member of the Obligated Group in an action brought outside a bankruptcy case, or a Member, as a debtor, in a bankruptcy case.

A lien granted by a Member in the Gross Revenues in a Facility or in a Ground Lease could be avoided if a court were to determine that:

- the Member was insolvent when it granted the lien, was rendered insolvent by the granting of the lien, was left with inadequate capital when it allowed its Facility or Facilities to be encumbered by a lien securing the entire indebtedness of the Obligated Group, or was not able to pay its debts as they matured when it granted the lien; or
- the Member did not receive fair consideration or reasonably equivalent value when it allowed its Facility or Facilities to be encumbered by a lien securing the entire indebtedness of the Obligated Group.

Among other things, a legal challenge to the granting of the liens may focus on the benefits realized by that particular Member from the proceeds of the Series 2018 Bonds, as well as the overall cross-collateralization. If a court were to conclude that the granting of the liens was an avoidable fraudulent conveyance, that court could:

- subordinate all or part of the loan made pursuant to a respective Financing Agreement to existing or future indebtedness of that Member;
- recover payments made relative to the Series 2018 Bonds under the respective Financing Agreement; or
- take other actions detrimental to the holders of the Series 2018 Bonds, including, under certain circumstances, invalidating the Financing Agreements, the Master Indenture or the Mortgages securing the cross-collateralization.

Risk Factors Relating to the Air Transportation Industry

The effects of responses of the United States to a series of unforeseeable conditions, including the impact of terrorism, wars, contagious infections (such as severe acute respiratory syndrome (SARS) or Zika Virus) and any related events could be material and adverse to the Obligated Group. Such effects could include, among other things:

- Decreased demand for air cargo services.
- Slowdown of the economy.
- Increased costs and reduced operations for air cargo service providers due to additional security directives adopted by the Federal Aviation Administration.
- Increased fuel and insurance costs for air cargo service providers.

Cessation of operations of Members on the leased premises or unavailability of other airport facilities, to the extent the leased premises or other airport facilities are required for other uses by the Federal Government.

Each of the above risks related to the air transportation industry could affect the ability of existing Tenants to make payments under their Tenant Leases or reduce the ability of the Obligated Group to attract new Tenants. As stated herein, the Tenant Leases are the only source of revenue of the Obligated Group, and the failure of any Member to collect sufficient rentals on its Facilities could materially adversely affect the Obligated Group's ability to pay debt service on the Series 2018 Bonds. See "OBLIGATED GROUP DEBT SERVICE REQUIREMENTS ON THE BONDS" herein.

Factors Affecting the Air Cargo Industry

Payment of the Series 2018 Bonds is dependent upon the ability of the Obligated Group to retain existing Tenants and to attract and retain additional Tenants who will conduct air cargo operations at the airports in the event Tenant Leases are terminated or are not extended past the final maturity date of the Series 2018 Bonds. Any existing or potential Tenants may be affected by adverse business conditions in the air cargo industry, including market maturity (resulting in smaller possibilities for growth), market trends of "buying local" and "going green," increases of regulation of cargo security, increases in fuel costs, decreases in industry-wide fare levels, changes in international governmental policies and economic slowdown.

The revenues generated from the Tenant Leases and the operation of the Fuel Farm are the only source of Obligated Group revenues. There can be no assurance that the efforts of the Members or the Manager would succeed in attracting new Tenants and substitute Tenants, should a Tenant default on its Tenant Lease or decline to extend its Tenant Lease beyond its current term, or that such substitution or extension can be obtained upon terms and conditions which would provide the Members of the Obligated Group with revenues sufficient to pay the Series 2018 Bonds. The default under or failure to renew one or more Tenant Leases could jeopardize the ability of the Facilities to generate revenues sufficient in the aggregate to pay debt service on the Series 2018 Bonds. Further, there can be no assurance that revenues generated from the operation of the Fuel Farm with revenues generated from the Tenant Leases will be sufficient in the aggregate to pay debt service on the Series 2018 Bonds.

Existing Tenant competitors with cargo facilities located at certain of the airports where the Facilities are located could expand their cargo facilities, and existing or additional competitors at any of such airports could develop new cargo facilities in competition with the Facilities.

In addition, a major side effect of new air cargo security guidelines has been that the economies of scale offered by gateway airports and proportionately higher costs of screening at small to mid-sized airports encourages the migration of cargo screening to the gateway airports. As a result, the demand for non-gateway locations may decline and accordingly rental values at such locations may decline as well. A number of the Facilities are located at non-gateway airports and continued migration of air cargo to gateway airports could reduce the value and rental income received by the Obligated Group from such non-gateway locations.

Further, the airports where the Facilities are located are in competition with other airports where competitors offer air cargo facilities.

There is also the risk of competition from other methods of cargo shipping, such as by truck, sea and rail. In particular, the North American air cargo market has diminished over the last decade in favor of trucking. The completion of the widening of the Panama Canal in 2016, and the advent of the "fast ship" may favor shipping by sea for certain types of goods.

The air cargo industry is also subject to exchange rate risks, and variation of the value of the US dollar against the value of other currencies could affect the flow of imports and exports to and from the United States thereby influencing the overall level of air cargo shipments and value of air cargo facilities in general.

Terrorist Attacks

The September 11, 2001 attacks highlighted the vulnerability of airports and aircraft and related facilities to terrorist attack. The possibility of such attacks could (i) lead to damage to the Facilities if any such attacks occur,

- ii) result in higher costs for insurance premiums, which could adversely affect the cash flow at the Facilities, and
- iii) impact the air cargo industry which could adversely impact Gross Revenues.

Terrorism Insurance for the Members May be Unavailable or Insufficient

Following the September 11, 2001 terrorist attacks many insurance companies eliminated coverage for acts of terrorism from their policies. Without assurance that they could secure financial backup for this potentially uninsurable risk, availability in the insurance market for this type of coverage, especially in major metropolitan areas, became either unavailable, or was offered with very restrictive limits and terms, with prohibitive premiums being requested. In order to provide a market for such insurance, the Terrorism Risk Insurance Act of 2002 was enacted on November 26, 2002, which established the Terrorism Insurance Program. Under the Terrorism Insurance Program, the federal government shares in the risk of loss associated with certain future terrorist acts.

On January 12, 2015, the Terrorism Insurance Program was extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA") through December 31, 2020.

The Terrorism Insurance Program is administered by the Secretary of the Treasury and, through December 31, 2020, will provide some financial assistance from the United States government to insurers in the event of another terrorist attack that results in an insurance claim. The program applies to any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Insurance Program does not cover nuclear, biological, chemical and radiological attacks.

In addition, no compensation will be paid under the Terrorism Insurance Program unless the aggregate industry losses relating to such act of terrorism exceed the program trigger. The program trigger will gradually be raised each year from \$100 million in 2015 to \$200 million in 2020. As a result, unless the Members obtain separate coverage for events that do not meet that threshold, such events would not be covered.

The Treasury Department has established procedures for the program under which the federal share of compensation will be equal to 85% in 2015 and reducing gradually to 80% in 2020 of the portion of insured losses that exceeds an applicable insurer deductible required to be paid during each program year (which insurer deductible was fixed by TRIPRA at 20% of an insurer's direct earned premium for any program year). The federal government share in the aggregate in any program year may not exceed \$100 billion (and the insurers will be liable for any amount that exceeds this cap). Through December 2020, insurance carriers are required under the program to provide terrorism coverage in their basic policies providing "special" form coverage.

The Terrorism Insurance Program is temporary legislation and there can be no assurance that it will create any long-term changes in the availability and cost of such insurance. Moreover, there can be no assurance that subsequent terrorism insurance legislation will be passed upon its expiration.

If the Terrorism Insurance Program is not extended or renewed upon its expiration in 2020, premiums for terrorism insurance coverage will likely increase and/or the terms of such insurance may be materially amended to apply exclusions for terrorism losses or to otherwise effectively decrease the scope of coverage available (perhaps to the point where it is effectively no longer available). In addition, to the extent that any policies contain "sunset clauses" (i.e., clauses that void terrorism coverage if the federal insurance backstop program is not renewed), then such policies may cease to provide terrorism insurance upon the expiration of the Terrorism Insurance Program. There can be no assurance that such temporary program will create any long term changes in the availability and cost of such insurance.

The Facilities are insured for terrorism coverage provided by certain Underwriters at Lloyd's ("Lloyd's"), which carries a Financial Strength Rating of A. There can be no assurance that Lloyd's will have sufficient resources to pay out under its policy covering acts of terrorism at the Facilities. Although Lloyd's will have the benefit of the backstop provided by the U.S. Government under TRIPRA (which started at 85% in 2015, reduces by 1% per year to 80% in 2020 and expires December 31, 2020) and reinsurance of the remainder, there can be no assurance that Lloyd's will have sufficient resources to make payments under any policy covering acts of terrorism.

Damage, Destruction or Condemnation

Upon full or partial damage, destruction or condemnation of a Facility, there can be no assurance that insurance proceeds or condemnation awards paid or payable to the Ground Lessor, the Members or the Master Trustee, as applicable, will be sufficient to restore the damaged Facility to its prior condition or, if restoration is not feasible, to pay, in whole or in part, a portion of the Series 2018 Bonds that may be required to be redeemed as a result of the damage, destruction or condemnation. In addition, there can be no assurance that the remaining portion of such Facility together with all other Facilities will produce sufficient revenues to pay debt service on the Series 2018 Bonds. Each of the Ground Leases provides that the ground lessors have certain rights and obligations concerning the use of insurance and condemnation awards to rebuild or replace Facilities and provide that the ground lessors have rights (which are or may be senior to the rights of the Members or the Master Trustee) to some or all of any insurance or condemnation awards not used to rebuild or replace an existing Facility. See APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE - Damage, Destruction and Condemnation" for a description of the consequences of any damage, destruction, condemnation or taking with respect to any Facility. See APPENDIX E - "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES" for a description of Member options and obligations in the event of any damage, destruction, condemnation or taking with respect to any Facility under a Ground Lease.

Insurance May Not Be Available or Adequate

Although the Facilities are required to be insured against certain risks, there is a possibility of casualty loss with respect to one or more Facilities for which insurance proceeds may not be adequate or which may result from risks not covered by insurance. There can be no assurance that the Members have complied, or will in the future be able to comply, with requirements to maintain adequate insurance with respect to the Facilities, and any uninsured loss could have a material adverse impact on the amount available to restore the affected Facilities.

Further, any uninsured loss could have a material adverse impact on the amount available to make payments on the Financing Agreements, and consequently, the Series 2018 Bonds. As with all real estate, if reconstruction (for example, following fire or other casualty) or any major repair or improvement is required to the damaged property, changes in laws and governmental regulations may be applicable and may materially affect the cost to, or ability of, the applicable Members to effect such reconstruction, major repair or improvement. As a result, the amount realized with respect to a particular Facility, and the amount available to make payments of principal of or interest on the Series 2018 Bonds, could be reduced. In addition, there can be no assurance that the amount of insurance required or provided would be sufficient to cover damages caused by any casualty, or that such insurance will be commercially available in the future.

There can be also no assurance that any loss incurred with respect to the Facilities will be of a type covered by such insurance and will not exceed the limits of such insurance. Should an uninsured loss or a loss in excess of insured limits occur, the related Member could suffer disruption of income, potentially for an extended period of time, while remaining responsible for any financial obligations relating to the applicable Facility. In addition, the Members are relying on the creditworthiness of the insurers providing insurance with respect to the Facilities.

Certain Ground Leases Include Requirements Regarding Application of Insurance Awards and Condemnation Proceeds

Pursuant to the terms of the Master Indenture, if the insurance proceeds from a casualty are equal to or less than \$250,000, such proceeds shall be, to the extent permitted to be so transferred to the Master Trustee by the applicable Ground Lease, deposited with and held by the Master Trustee and applied to repair, restore, modify, improve or replace the damaged property. If the insurance proceeds are greater than \$250,000, such proceeds shall be deposited with and held by the Master Trustee, to the extent permitted to be so transferred to the Master Trustee by the applicable Ground Lease, and applied either to (i) repair, restore, modify, improve or replace the damaged property (x) to the extent it is economically feasible, permitted under the applicable Ground Lease and such repair will restore the damaged property to the physical and operating condition as existed before the casualty, or such restoration or repair is the only legal or economically viable alternative under the applicable Ground Lease and (y) the applicable Member will have sufficient funds to restore or replace the damaged improvements to completion and to pay its Operation and Maintenance Expenses for such damaged property, or (ii) to the extent the requirements of subsection (i) above have not been met, to redeem the applicable Bonds. In certain cases, the Ground Leases require that the insurance proceeds be paid to, and be distributed by, the Ground Lessor. Where this is the case, the Master Indenture provides that the applicable Member may draw such proceeds only after a

requisition (containing the same information as would be required for a draw from the Renewal Fund) has been approved in writing by the Master Trustee.

The Ground Leases generally provide that, to the extent proceeds of insurance held by the Master Trustee are insufficient to pay the entire cost of rebuilding the affected Facility, the applicable Member is required to pay the deficiency. There can be no assurance that the applicable Member will have sufficient funds available to it to pay any such deficiency.

Generally, the Ground Leases require that all property insurance proceeds be applied to the costs of repairing, rebuilding and reconstructing the Facilities. Certain Ground Leases also provide that the applicable Member may terminate its Ground Lease; however, pursuant to the terms of the Mortgages, the Members are prohibited from exercising these termination rights. Generally, the Ground Leases also provide that any insurance proceeds would be paid to the Ground Lessor in the event that the applicable Member elects to terminate the applicable Ground Lease. In limited cases, the Ground Lessor has the right to terminate the applicable Ground Lease upon a casualty. In most of these limited cases, the Ground Lessor's termination right is triggered if the damage or destruction occurs during the last few years (generally, three (3) years or fewer) of the Ground Lease term (or renewal term). In one instance, a Ground Lessor may terminate the Ground Lease if the cost of reconstruction exceeds 50% of the cost of the improvement; however, in such instances, pursuant to an agreement among the Ground Lessor, the applicable Member and the Master Trustee, the applicable Ground Lessor has agreed that the Master Trustee shall be entitled to determine and direct whether insurance proceeds are made available for the restoration of the applicable Facility or are applied to the repayment of the applicable bonds. In addition, in another instance the Ground Lessor may terminate the Ground Lease if the applicable Member does not complete restoration of the improvements within two (2) years; however, the Members have covenanted under the Master Indenture to promptly proceed to repair, reconstruct and replace the affected portion of the damaged property in the event of a casualty. With respect to condemnation, the Ground Leases generally provide that the applicable Ground Lease will terminate following the condemnation of all or substantially all of the leased premises, and the applicable Member is permitted to seek an award attributable to its leasehold interest.

Limited Assets of the Obligated Group

Apart from the resources obtained through the financing described herein, the Members of the Obligated Group do not have any financial assets, nor is there any expectation of financial support from any other source. In the event a default occurs under the Master Indenture, the only remedy available would be for the Master Trustee to exercise its remedies pursuant to the provisions of the Master Indenture and the Mortgages. See APPENDIX F - "SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGES." Such remedies will be available only if the applicable Ground Leases are not terminated as would be the case if any such Member is also in default of its obligations thereunder. Any loss of such revenue would diminish the ability of the Obligated Group to pay the Series 2018 Bonds as a whole.

Additional Debt

Under the Bond Indenture, upon the request of the applicable Borrower and upon compliance with the requirements of the Bond Indenture, the City may issue Additional Bonds from time to time and in some cases without the consent of Bondholders. See "SECURITY FOR THE SERIES 2018 BONDS - Additional Bonds/Additional Obligations" hereof. Under the NYC IDA Indenture, upon the request of the JFK Member and upon compliance with the requirements of the NYC IDA Indenture, the NYC IDA may issue Additional Bonds from time to time and without the consent of the Bondholders. Members may also issue bonds from time to time through conduit issuers other than the City and may issue Obligations under the Master Indenture to secure Indebtedness that is not related to any conduit issue or to secure credit enhancement for a conduit issue, in some cases without the consent of Bondholders.

Those Additional Bonds issued under the Bond Indenture or otherwise through another conduit issuer and any other Obligations issued under the Master Indenture may be issued on a parity with or subordinate to the Series 2018 Bonds and any other Additional Bonds outstanding. A corresponding Master Note will be issued on a parity with like priority Notes, if Additional Bonds are issued. See APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE" herein.

Members of the Obligated Group May Be Subject to Environmental Liabilities

Under various federal, state and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the costs of investigation, removal or remediation of hazardous or toxic substances on, under, adjacent to, or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. The cost of any required remediation and the owner's liability therefor could exceed the value of the property and/or the aggregate assets of the owner. In addition, the presence of hazardous or toxic substances, or the failure to properly remediate environmental conditions of such property, may adversely affect the owner's or operator's ability to refinance using such property as collateral or the owner's ability to sell such property. Persons who arrange for the disposal or treatment of hazardous or toxic substances may also be liable for the costs of removal or remediation of such substances at the disposal or treatment facility. For all of these reasons, the presence of, or potential for contamination by, hazardous or toxic substances at, on, under, adjacent to, or in one or more of the Facilities could materially adversely affect the Obligated Group's ability to pay debt service on the Series 2018 Bonds.

Under some environmental laws, such as the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), as well as certain state laws, a secured lender may be liable, as an "owner" or "operator," for the costs of responding to a release or threat of a release of hazardous substances on or from a borrower's property regardless of whether the borrower or a previous owner caused the environmental damage, if (i) agents or employees of a lender are deemed to have participated in the management of the borrower or (ii) the lender actually takes possession of a borrower's property or control of its day-to-day operations, as for example, through the appointment of a receiver. Although federal legislation clarifies the activities in which a lender may engage without becoming subject to liability under CERCLA and similar federal laws, state environmental law may differ on what defenses a secured lender may have to liability for contamination.

TAX MATTERS

General

In the opinion of Greenburg Traurig, LLP and Chico & Nunes, P.C., as Co-Bond Counsel, assuming the accuracy of certain certifications and compliance with certain covenants of the Issuer and the Borrowers designed to assure compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2018 Bonds is excludable gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is held by a "substantial user" of one or more of the Projects or a "related person" within the meaning of Section 147(a) of the Code, but interest on the Series 2018 Bonds is an item of tax preference under the Code for purposes of determining the alternative minimum tax imposed on individuals. Federal legislation enacted in 2017 eliminates alternate minimum tax for corporations for taxable years beginning after December 31, 2017. For taxable years beginning before January 1, 2018, corporations should consult their tax advisor regarding alternative minimum tax implications of owning the Series 2018 Bonds.

The Code sets forth certain requirements which must be met subsequent to the issuance and delivery of the Series 2018 Bonds for interest thereupon to remain excludable from the gross income of the owners of the Series 2018 Bonds for federal income tax purposes. The Borrowers will covenant to comply with such requirements in the Financing Agreement, and the Issuer will covenant in the Indenture to comply with such requirements, to the extent of its control over investment or use of proceeds of the Series 2018 Bonds and of its own actions. Noncompliance with such requirements may cause interest on the Series 2018 Bonds to be required to be included in the gross income of the owners of the Series 2018 Bonds for federal income tax purposes, retroactive to the date of issuance of the Series 2018 Bonds or as of some later date. Co-Bond Counsel has not undertaken to advise in the future whether any events after the date of execution and delivery of the Series 2018 Bonds may affect the federal tax status of the interest on the Series 2018 Bonds.

Co-Bond Counsel has not undertaken to advise in the future whether any events after the date of execution and delivery of the Series 2018 Bonds may affect the federal tax status of the interest on the Series 2018 Bonds.

Except as described above, Co-Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2018 Bonds, or the ownership or disposition of the Series 2018 Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on

indebtedness incurred or continued to purchase or carry the Series 2018 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2018 Bonds, (iii) the inclusion of the interest on the Series 2018 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2018 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion of interest on the Series 2018 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2018 Bonds. Prospective purchasers of the Series 2018 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

In the opinion of Co-Bond Counsel, under existing law, interest on the Series 2018 Bonds is not exempt from present Illinois income taxes. Co-Bond Counsel expresses no opinion regarding taxation of the Series 2018 Bonds or interest on the Series 2018 Bonds in any state other than Illinois. Prospective purchasers of the Series 2018 Bonds should consult their tax advisors as to whether the Series 2018 Bonds or interest on the Series 2018 Bonds is or is not exempt from taxation in any other state.

A form of the opinion of Co-Bond Counsel is attached hereto as Appendix I. A copy of such opinion will be available at the time of the initial delivery of the Series 2018 Bonds.

Original Issue Premium

The Series 2018 Bonds were sold to the public at a price in excess of the amount payable at their earlier call date. Under the Code, the difference between the amount payable at the call date of the Series 2018 Bonds that minimizes the yield to a purchaser of a Series 2018 Bond and the tax basis to the purchaser (other than a purchaser who holds a Series 2018 Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." Bond premium is amortized for federal income tax purposes over the period to the call date of a Series 2018 Bond that minimizes the yield to the purchaser of the Series 2018 Bond. A purchaser of a Series 2018 Bond is required to decrease his adjusted basis in the Series 2018 Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Series 2018 Bond. The amount of amortizable bond premium attributable to each taxable year is determined at a constant interest rate compounded actuarially. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of the Series 2018 Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Series 2018 Bonds and with respect to the state and local consequences of owning and disposing of Series 2018 Bonds.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or otherwise prevent beneficial owners of the Series 2018 Bonds from realizing the full current benefit of the tax status of such interest, or adversely affect the market value of the Series 2018 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2018 Bonds. Purchasers of the Series 2018 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Co-Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2018 Bonds and Co-Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2018 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2018 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-

corporate owners of Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2018 Bonds and proceeds from the sale of Bonds. Any amount so withheld would be refunded or allowed as a

credit against the federal income tax of such owner of Bonds. This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2018 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

CERTAIN RELATIONSHIPS AND POTENTIAL CONFLICTS OF INTEREST

Wells Fargo Bank, National Association ("Wells Fargo"), or its affiliates, serves in several capacities under documents related to the Senior Notes and the Subordinate Notes, including, but not limited to, the Master Trustee. In the event of a default under certain documents related to the Series 2018 Bonds, including, but not limited to, bankruptcy or insolvency of a Member of the Obligated Group, Wells Fargo may be directed to take, or otherwise be required to take, actions which would favor one class of security holders over another, all in accordance with the documents governing the relative priorities of the securities for which Wells Fargo serves as a fiduciary. In such a situation, a conflict of interest could arise as a result of the multiple fiduciary roles held by Wells Fargo. Such a conflict could result in the resignation of Wells Fargo from one or more of its trusteeships.

In connection with the issuance of the Series 2018 Bonds, Greenberg Traurig, LLP of Philadelphia, Pennsylvania is acting as both Co-Bond Counsel to the City and counsel to the Obligated Group.

RAL CAC, LLC, Aero Newark, LLC, Aero Miami I, LLC, and Aero Miami II, LLC have entered into management agreements with Aeroterm Management, LLC, as the Manager, a related party of RAL, to serve as the property and development manager. The fees pursuant to the Management Agreement are representative of fair market value and consistent with the terms of the prior management agreement.

Total fees paid to the Manager for the period from January 1 through December 31, 2017 were \$5,578,997, which are included in property management and other related expenses in the accompanying consolidated statement of operations or have been capitalized to income-producing properties in the accompanying consolidated statement of financial position. Included in accounts payable are amounts totaling \$614,717 payable to the Manager. The fees paid to the Manager are Operation and Maintenance Expenses, which are paid prior to the Debt Service Fund under the Master Indenture.

RALP is the Bondholder of the Series 2012D PFA Bonds and the Series 2012F PFA Bonds.

CONTINUING DISCLOSURE

The Group Representative has undertaken all responsibilities for any continuing disclosure for the benefit of the Beneficial Owners of the Series 2018 Bonds as described below, and the City will have no liability to the Beneficial Owners of the Series 2018 Bonds or any other person with respect to such disclosures.

The Group Representative will enter into the Continuing Disclosure Agreement with respect to the Series 2018 Bonds for the benefit of the Beneficial Owners of the Series 2018 Bonds to provide or cause to be provided: (i) certain annual financial information and operating data, (ii) timely notice, not in excess of 10 Business Days after the occurrence, of certain specified events with respect to the Series 2018 Bonds and (iii) timely notice of a failure by the Group Representative to provide the required annual financial information on or before the date specified in the Continuing Disclosure Agreement. See APPENDIX H - "FORM OF CONTINUING DISCLOSURE AGREEMENT" hereto.

Members of the Obligated Group executed continuing disclosure undertakings with regard to prior bonds which are no longer outstanding. During the past five years, certain Members of the Obligated Group have failed to file with the information repositories or the Electronic Municipal Market Access system ("EMMA") (i) their audited financial statements during one or more years by the required due dates; and (ii) certain financial information and operating data during one or more years by the required due dates. With respect to the foregoing, the Obligated Group has made all required notices of failure filings with EMMA and made required corrective filings with

timely manner.

RATING

The Series 2018 Bonds are rated "BBB" (Positive) by S&P Global Ratings, Inc. ("S&P"). An explanation of the significance of such rating may be obtained from S&P. The rating of the Series 2018 Bonds reflects only the views of S&P at the time such rating was given, and none of the City, the Borrowers, or the Underwriters make any representation as to the appropriateness of the rating. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by S&P, if in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2018 Bonds.

UNDERWRITING

Goldman Sachs & Co. LLC, as representative on behalf of itself and the other underwriters listed on the cover of this Official Statement (the "Underwriters") has agreed, subject to certain conditions, to purchase the Series 2018 Bonds at a price equal to \$129,249,609.67 (which represents the aggregate principal amount of the Series 2018 Bonds, plus original issue premium of \$10,320,482.90, less an Underwriters' discount of \$805,873.23).

The obligation of the Underwriters to accept delivery of the Series 2018 Bonds is subject to various conditions set forth in a Bond Purchase Agreement among the Underwriters, the City, the Obligated Group and the Borrowers. The Underwriters are obligated to purchase all of the Series 2018 Bonds if any of the Series 2018 Bonds are purchased.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The Series 2018 Bonds are being offered for sale to the public at the prices shown on the inside cover pages hereof. The Underwriters reserve the right to lower such initial offering prices as they deem necessary in connection with the marketing of the Series 2018 Bonds. The Underwriters may offer and sell the Series 2018 Bonds to certain dealers (including dealers depositing the Series 2018 Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth in this Official Statement. The Underwriters reserve the right to join with dealers and other underwriters in offering the Series 2018 Bonds to the public.

LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Series 2018 Bonds are subject to the separate approving opinions of Greenberg Traurig, LLP, Philadelphia, Pennsylvania and Chico & Nunes, PC, Chicago, Illinois. Co-Bond Counsel. The proposed forms of their opinions are included herein as APPENDIX I - "FORM OF APPROVING OPINION OF CO-BOND COUNSEL."

Certain legal matters will be passed upon for the Obligated Group and RALP by Greenberg Traurig, LLP, Philadelphia, Pennsylvania and for the Underwriters by their counsel, Katten Muchin Rosenman LLP, New York,

New York. Certain legal matters will be passed upon for the City by (i) its Corporation Counsel and (ii) in connection with the preparation of this Official Statement, Charitv & Associates, P.C., Chicago, Illinois. Disclosure Counsel to the City.

LITIGATION

There is no known pending or, to the knowledge of the Members of the Obligated Group, threatened litigation against any Member which in any way questions or materially affects the validity of the Series 2018 Bonds or any proceedings or transactions relating to the issuance, sale or delivery of the Series 2018 Bonds, the validity or enforceability of any Ground Lease, any Mortgage, any Indenture or any Tenant Lease or which may materially affect the operation and management of the Facilities. See "PROJECTED CASH FLOWS - Expenses" herein.

MISCELLANEOUS

The summaries and descriptions of provisions of the Bond Indenture, the Loan Agreement, the Master Indenture, the Ground Leases, the Mortgages and all references to other materials not purporting to be quoted in full are qualified in their entirety by reference to the complete provisions of the documents and other materials summarized or described. Copies of the Bond Indenture, the Loan Agreement, the Master Indenture, the Ground Leases, and the Mortgages may be obtained from the Master Trustee.

THE OBLIGATED GROUP,

By: Transportation Infrastructure Properties, LLC, acting in
its capacity as the Group Representative of the Obligated
Group

By: */s/ David Rose*

Senior Vice President

[This Page Intentionally Left Blank]

APPENDIX A - SCHEDULE OF DEFINITIONS

[This Page Intentionally Left Blank]

APPENDIX A

SCHEDULE OF DEFINITIONS

The following terms used in this Official Statement and in the Appendices have the respective meanings provided below:

The following terms used in this Official Statement and in the Appendices have the respective meanings provided below:

"Account" means any account within a special trust fund as established under the Indenture.

"Accredited Investor" means an accredited investor as defined in Rule 501(a) of Regulation D under the Securities Act of 1933.

"Act of Bankruptcy" shall have the meaning set forth in the Master Indenture.

"Additional Bonds" means Bonds of one or more Series, other than the Series 2018 Bonds, authorized and issued by the Issuer pursuant to the Indenture, each of which Series shall be designated as either Senior Bonds or Subordinate Bonds.

"Additional Senior Bonds" means Bonds of one or more Series of Senior Bonds that qualify as Additional Bonds hereunder.

"Additional Subordinate Bonds" means Bonds of one or more Series of Subordinate Bonds that qualify as Additional Bonds hereunder.

"Alternate Credit Enhancement" or "Alternate Liquidity Facility" shall mean a letter of credit, insurance policy, line of credit, surety bond, standby purchase agreement or other security or liquidity instrument, as the case may be, issued in accordance with the terms hereof as a replacement or substitute for any Credit Enhancement or Liquidity Facility, as applicable, then in effect.

"Alternate Rate" shall mean, on any Rate Determination Date: (A) for Tax-Exempt Bonds in any Interest Rate Mode, a rate per annum equal to 110% of (i) the SIFMA Municipal Swap Index of Municipal Market Data most recently available as of the date of determination, or (ii) if such index is no longer available, or if the SIFMA Municipal Swap Index is no longer published, the S&P Weekly High Grade Index (formerly the J.J. Kenny Index), or if neither the SIFMA Municipal Swap Index nor the S&P Weekly High Grade Index is published, the index determined to equal the prevailing rate determined by the Remarketing Agent for tax-exempt state and local government bonds meeting criteria determined in good faith by the Remarketing Agent to be comparable under the circumstances to the criteria used by the Securities Industry and Financial Markets Association to determine the SIFMA Municipal Swap Index just prior to when the Securities and Financial Markets Association stopped publishing the SIFMA Municipal Swap Index; or (B) for Taxable Bonds in any Interest Rate Mode, a rate per annum equal to 110% of LIBOR as of the date of determination. The Tender Agent shall make the determinations required by this determination, upon notification from the Issuer, if there is no Remarketing Agent, if the Remarketing Agent fails to make any such determination or if the Remarketing Agent has suspended its remarketing efforts in accordance with the Remarketing Agreement.

"Authorized Denominations" shall mean (i) with respect to Bonds in a Daily Mode or Weekly Mode, 5100,000 and any integral multiple of \$5,000 in excess thereof, (ii) with respect to Bonds in a Flexible Mode, 5100,000 and any integral multiple of \$1,000 in excess thereof, and (iii) with respect to Bonds in a Long-Term Mode (which includes the Fixed Rate Mode), 55,000 and any integral multiple thereof.

"Authorized Officer of the Issuer" means any person designated by ordinance of the Issuer as an "Authorized Officer" of the Issuer empowered to, among other things, execute and deliver on behalf of the Issuer under the Indenture, the Issuer Financing Documents, and the Bonds.

"Authorized Representative" means, in the case of the Issuer, any Authorized Officer of the Issuer, in the case of the Obligated Group, any Authorized Representative of the Obligated Group under the Master Indenture,

A-1

and, when used with reference to the performance of any act, the discharge of any duty, or the execution of any certificate or other document, any officer, employee or other person authorized to perform such act, discharge such duty or execute such certificate or other document, provided the Trustee receives written evidence of such person's authorization.

"Automatic Termination Event" shall mean an event of default set forth in the Reimbursement Agreement between the Borrowers and the Liquidity Provider which would result in the immediate termination or suspension of the Liquidity Facility prior to its stated expiration date without prior notice from the Liquidity Provider to the Tender Agent, other than a termination upon the substitution of an Alternate Liquidity Facility.

"Available Amount" shall mean the amount available under the Credit Enhancement or Liquidity Facility, as applicable, to pay the principal of and interest on the Bonds or the Purchase Price of the Bonds, as applicable.

"Available Moneys" shall mean (i) moneys held by the Trustee (other than in the Rebate Fund or the Purchase Fund) and under the Indenture for a period of at least 123 days and not commingled with any moneys so held for less than said period and during which period no petition in bankruptcy was filed by or against, and no receivership, insolvency, assignment for the benefit of creditors or other similar proceeding has been commenced by or against, the Borrowers, unless such petition or proceeding was dismissed and all applicable appeal periods have expired without an appeal having been filed, (ii) investment income derived from the investment of moneys described in clause (i) and moneys with respect to which an opinion of nationally recognized bankruptcy counsel has been received by the Trustee to the effect that payments by the Trustee in respect of the Bonds, as provided in the Indenture, derived from such moneys should not constitute transfers avoidable under 11 U.S.C. §547(b) and recoverable from the Owners under 11 U.S.C. §550(a) should the Borrowers be the debtor in a case under Title 11 of the United States Code, as amended.

"Beneficial Owner" shall mean, so long as the Bonds are negotiated in the Book-Entry System, any Person who acquires a beneficial ownership interest in a Bond held by the Securities Depository. If at any time the Bonds are not held in the Book-Entry System, Beneficial Owner shall mean Owner for purposes of the Indenture.

"Bond Counsel" shall mean an attorney or firm of attorneys selected by the Borrowers and not unacceptable to the Bond Trustee or the Issuer, recognized, by inclusion in the listing of attorneys in the Bond Buyer's Municipal Market Place as most recently issued, as a national expert in the field of municipal finance.

"Bondholder," "holder," or "owner" or words of similar import when used with reference to Bonds shall, unless otherwise specified, mean any person who shall be the registered owner of any Outstanding Bond.

"Bonds" means the Series 2018 Bonds and any Additional Bonds authorized and issued pursuant to Section 2.15 hereof.

"Book-Entry System" shall mean the system maintained by the Securities Depository described in Section 2.12 hereof.

"Borrower Financing Documents" means all documents and agreements executed and delivered by the Borrowers on the Date of Delivery as security for or in connection with the issuance of the Bonds, including the Loan Agreement, the Tax Certificate, the Master Indenture Notes, and the General Certificate of each Borrower, and all other documents executed in connection therewith.

"Borrower Purchase Account" means the account so designated, established and maintained pursuant to Section 5.1 hereof.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in Montreal, Canada, Chicago, Illinois, Annapolis, Maryland, New York, New York and/or the cities in which the principal corporate trust or principal operations offices of the Master Trustee and the Trustee to whom a payment is to be made, as applicable, are located are authorized or obligated by law or executive order to be closed or the New York Stock Exchange is closed.

"Cede & Co." means the nominee for The Depository Trust Company (DTC) who shall act as securities depository for the Bonds.

A-2

"Class" means a particular level of subordination of Bond, "Senior" being the most senior level, "Subordinate Class A" being the next level of subordination and Subordinate Class B" being the most subordinate level.

"Code" shall mean the Internal Revenue Code of 1986,[^] as amended, and the treasury regulations promulgated thereunder.

"Confirmation of Rating" means a written confirmation obtained prior to the event or action under scrutiny from each Rating Agency then rating any Bonds to the effect that, following a proposed action or event in question at the time such confirmation is sought, the rating of such Rating Agency on such Bonds will not be reduced or withdrawn.

"Conversion Date" shall mean with respect to the Bonds in a particular Interest Rate Mode, the day on which another Interest Rate Mode for the Bonds begins.

"Conversion Notice" shall mean the notice from the Obligated Group to the other Notice Parties of the Obligated Group's intention to change the Interest Rate Mode with respect to the Bonds.

"Credit Enhancement" shall mean a letter of credit, insurance policy, surety bond, line of credit or other instrument then in effect which secures or guarantees the payment of principal of and interest on the Bonds.

"Credit Provider" shall mean any bank, insurance company, pension fund or other financial institution which provides a Credit Enhancement or Alternate Credit Enhancement for any applicable Series of Bonds.

"Credit Provider Failure" or "Liquidity Provider Failure" shall mean a failure of the Credit Provider or Liquidity Provider, as applicable, to pay a properly presented and conforming draw or request for advance under the Credit Enhancement or Liquidity Facility, as applicable, or the filing or commencement of any bankruptcy or insolvency proceedings by or against the Credit Provider or Liquidity Provider, as applicable, or the Credit Provider or Liquidity Provider, as applicable, shall declare a moratorium on the payment of its unsecured debt obligations or shall repudiate the Credit Enhancement or Liquidity Facility, as applicable.

"Current Mode" shall have the meaning specified in Section 2.1 l(a)(i) hereof.

"Daily Mode" shall mean the Interest Rate Mode during which the Bonds bear interest at the Daily Rate.

"Daily Rate" shall mean the per annum interest rate on any Bond in the Daily Mode determined pursuant to Section 2.7 hereof.

"Daily Rate Period" shall mean the period during which a Bond in the Daily Mode shall bear interest at a Daily Rate, which shall be from the Business Day upon which a Daily Rate is set to but not including the next succeeding Business Day.

"Date of Delivery" means the date that the Series 2018 Bonds are initially delivered pursuant to Section 2.14 hereof.

"Debt Service Fund" means the special trust fund so designated, established and maintained pursuant to Section 5.1 hereof

"Debt Service Reserve Fund" means the special trust fund so designated, established and maintained pursuant to Section 5.1 hereof and the accounts therein.

"Debt Service Reserve Requirement" means, (i) until such time as Additional Bonds are issued, 56,284,250 with respect to the Senior Bonds (the "Senior DSRFR"), as such amount shall be recalculated on each January 1 and July 1 as specified in a notice from the Group Representative, increased pursuant to a Notice of Reserve Fund Increase, or reduced pursuant to a Notice of Reserve Fund Decrease, all as provided in the Master Indenture, and (ii) upon the issuance of Additional Bonds and thereafter, the amount required to meet the Debt Service Reserve Requirement of the Master Indenture.

A-3

"Default" means any event or condition which will, with the lapse of time, or the giving of notice, or both, become an Event of Default.

"Defeasance Collateral" means:

a) non-callable direct obligations of the United States of America, non-callable and non-prepayable direct federal agency obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America, non-callable direct obligations of the United States of America which have been stripped by the United States Treasury itself or by any Federal Reserve Bank (not including "CATS," "TRS" and "TIGRS") and the interest components of REFCORP bonds for which the underlying bond is non-callable (or non-callable before the due date of such interest component) for which separation of principal and interest is made by request to the Federal Reserve Bank of New York in book-entry form, and shall exclude investments in mutual funds and unit investment trusts;

b) non-callable obligations the timely payment of principal and interest on which are fully and unconditionally guaranteed by the United States of America; and

c) bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state (i) which are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice, (ii) timely payment of which is fully secured by a fund consisting only of cash or obligations of the character described in clause (a) or (b) which fund may be applied only to the payment when due of such bonds or other obligations, and (iii) which are rated "AAA" by Standard & Poor's or Fitch or "Aaa" by Moody's Investors Service.

"Delayed Remarketing Period" shall have the meaning specified in Section 6.10(b) hereof.

"Determination of Taxability" means, with respect to any Series 2018 Bonds, a determination that the interest income on any Series 2018 Bond does not qualify as being excludable from the gross income of the holder thereof ("exempt interest") for any reason other than that such holder is a "substantial user" of the Project or a "related person" as such terms are defined in Section 147 of the Code, which determination shall be deemed to have been made upon the first to occur of any of the following: (a) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any private ruling, technical advice memorandum or any other written communication to the effect that the interest income on any of the Series 2018 Bonds does not qualify as exempt interest; or (b) the date on which the Borrowers shall receive notice from the Trustee in writing that the Trustee has been advised by any holder or former holder that the Internal Revenue Service has issued a thirty-day letter or other notice which asserts that the interest on any such Series 2018 Bond does not qualify as such exempt interest; or (c) the date on which the Trustee receives written notice from any Bondholder that the Borrowers have, or the Issuer has taken any action inconsistent with, or has failed to act consistently with, the tax exempt status of interest on the Series 2018 Bonds; provided that no Determination of Taxability shall be deemed to have occurred as a result of a determination by any Bondholder pursuant to clause (c) above unless such determination is supported by an opinion of Bond Counsel to the effect that the interest income on Series 2018 Bonds does not constitute exempt interest and that the Series 2018 Bonds do not qualify for a remedial action under the applicable regulations, compliance with which would render the interest on the Series 2018 Bonds tax exempt. With respect to any other Bonds, "Determination of Taxability" shall have the meaning, if any, provided in the Supplemental Indenture authorizing the issuance of such Bonds.

"DTC" or "The Depository Trust Company" means the limited-purpose trust company organized under the laws of the State of New York which shall act as securities depository for the Bonds, and any successor thereto.

"Electronic Means" shall mean telecopy, facsimile transmission, e-mail transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants. Hazardous Substances, chemical waste, materials or substances.

"Event of Default" has the meaning given such term in Section 9.1 hereof

A-4

"Expiration Date" shall mean the stated expiration date of the Credit Enhancement or the Liquidity Facility, as it may be extended from time to time as provided in the Credit Enhancement or the Liquidity Facility, or any earlier date on which the Credit Enhancement or the Liquidity Facility shall terminate at the direction of the Company, expire or be cancelled.

"Favorable Opinion of Bond Counsel" shall mean, with respect to any action the occurrence of which requires such an opinion, an unqualified Opinion of Counsel, which shall be a Bond Counsel, to the effect that such action is permitted under the Indenture and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of Federal income taxation (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of the Bonds).

"Fiscal Year" shall have the meaning set forth in the Master Indenture.

"Fitch" shall mean Fitch, Inc., and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Obligated Group after consultation with the Remarketing Agent.

"Fixed Rate" shall mean the per annum interest rate on any Bond in the Fixed Rate Mode determined pursuant to Sections 2.8(b) hereof.

"Fixed Rate Bond" shall mean a Bond in the Fixed Rate Mode, including the Series 2018 Bonds.

"Fixed Rate Mode" shall mean the Interest Rate Mode during which the Bonds bear interest at the Fixed Rate.

"Fixed Rate Period" shall mean for the Bonds in the Fixed Rate Mode, the period from the Conversion Date upon which the Bonds were converted to the Fixed Rate Mode to but not including the Maturity Date for the Bonds.

"Flexible Mode" shall mean the Interest Rate Mode during which the Bonds bear interest at the Flexible Rate.

"Flexible Rate" shall mean the per annum interest rate on a Bond in the Flexible Mode determined for such Bond pursuant to Section 2.6 hereof. The Bonds in the Flexible Mode may bear interest at different Flexible Rates.

"Flexible Rate Bond" shall mean a Bond in the Flexible Mode.

"Flexible Rate Period" shall mean the period of from one to 270 calendar days (which period must end on a day preceding a Business Day) during which a Flexible Rate Bond shall bear interest at a Flexible Rate, as established by the Remarketing Agent pursuant to Section 2.6 hereof. The Bonds in the Flexible Mode may be in different Flexible Rate Periods.

"Fund" means any special trust fund established pursuant to Article VI hereof.

"Fund Letter of Credit" means the irrevocable, transferable letter of credit, if any, consented to by each of the Bondholders, deposited in an applicable Fund in lieu of or in partial substitution for cash or securities on deposit therein, which shall be payable or available to be drawn upon on any date that moneys therein are required to be transferred; provided that the issuer providing such letter of credit shall be a banking association, bank or trust company or branch thereof whose letter of credit results in the rating of municipal obligations secured by such letter of credit to be rated in any of the three highest rating categories of Moody's and Standard & Poor's at the time such Fund Letter of Credit is issued and while the Bonds are Outstanding.

"General Financing Documents" means the Borrower Financing Documents and the Issuer Financing Documents.

"Governmental Obligations" shall have the meaning set forth in the Master Indenture.

A-5

"Group Representative" shall have the meaning set forth in the Master Indenture.

"Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq. and any state environmental law or regulation applicable to the location of any Project Facility; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

"Indenture" means the Indenture as from time to time amended or supplemented by Supplemental Indentures in accordance with Article XIV hereof.

"Independent Public Accountant" has the meaning provided in the Master Indenture.

"Interest Accrual Period" shall mean the period during which a Bond accrues interest payable on the next Interest Payment Date applicable thereto. Each Interest Accrual Period shall commence on (and include) the last Interest Payment Date to which interest has been paid (or, if no interest has been paid, from the date of original authentication and delivery of the Bonds) to, but not including, the Interest Payment Date on which interest is to be paid. If, at the time of authentication of any Bond, interest is in default or overdue on the Bonds, such Bond shall bear interest from the date to which interest has previously been paid in full or made available for payment in full on Outstanding Bonds.

"Interest Payment Date" shall mean each date on which interest is to be paid and is: (i) with respect to the Series 2018 Bonds, each January 1 and July 1, commencing on July 1, 2018; (ii) with respect to the Bonds in the Flexible Mode, each Mandatory Tender Date applicable thereto; (iii) with respect to the Bonds in the Daily Mode or Weekly Mode, the first Business Day of each month; (iv) with respect to the Bonds in a Term Rate Mode or a Fixed Rate Mode, the first day of the sixth calendar month following the month in which such Term Rate Mode or a Fixed Rate Mode takes effect, and the first day of each sixth calendar month thereafter or, upon the receipt by the Trustee, of a Favorable Opinion of Bond Counsel, any other six-month interval chosen by the Borrowers (beginning with the first such day which is at least three months after the Conversion Date) and, with respect to a Term Rate Period, the final day of the current Interest Period if other than a regular six-month interval; (v) with respect to the Bonds in the LIBOR Indexed Mode, each January 1, April 1, July 1 and October 1 (beginning with the first such day after the Conversion Date); (vi) (without duplication as to any Interest Payment Date listed above) each Maturity Date; and (vii) with respect to any Liquidity Provider Bonds, the day set forth in the Reimbursement Agreement.

"Interest Period" shall mean, for the Bonds in a particular Interest Rate Mode, the period of time that the Bonds bear interest at the rate (per annum) which becomes effective at the beginning of such period, and shall include a Flexible Rate Period, a Daily Rate Period, a Weekly Rate Period, a LIBOR Interest Period, a Term Rate Period and a Fixed Rate Period.

"Interest Rate Mode" shall mean, as the context may require, the Flexible Mode, the Daily Mode, the Weekly Mode, the Term Rate Mode or the Fixed Rate Mode.

"Investment Securities" shall mean and include any of the following to the extent the same are legal investments under the laws of any applicable jurisdiction:

(0 cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations);

A-6

(ii) Government Obligations;

iii) obligations of the following federal agencies so long as such obligations are backed by the full faith and credit of

the United States of America: (a) U.S. Export-Import Bank (Eximbank), (b) Rural Economic Community Development Administration, (c) Federal Financing Bank, (d) General Services Administration, (e) U.S. Maritime Administration, (f) U.S. Department of Housing and Urban Development (PHAs) (g) Small Business Administration, (h) Government National Mortgage Association (GNMA), (i) Federal Housing Administration, and (j) Farm Credit System Financial Assistance Corporation;

iv) direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America: (a) senior debt obligations rated in the highest long-term rating category by at least two nationally recognized Rating Agencies issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), (b) senior debt obligations of the Federal Home Loan Bank System, and (c) senior debt obligations of other United States government sponsored agencies bearing the same or higher ratings as Government Obligations;

v) U.S. dollar denominated deposit accounts, federal funds, bankers' acceptances and other deposit products with domestic commercial banks which either (a) have a rating on their short-term certificates of deposit on the date of purchase in the highest short-term rating category of at least two nationally recognized Rating Agencies, (b) are insured at all times by the Federal Deposit Insurance Corporation or (c) are collateralized with Government Obligations at 102% of the value thereof, valued daily. All such certificates must mature no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

vi) commercial paper which is rated at the time of purchase in the highest short-term rating category of at least two nationally recognized Rating Agencies and which matures not more than 270 days after the date of purchase;

vii) investments in (a) money market funds registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, and rated in the highest short-term rating category of at least two nationally recognized Rating Agencies, including, without limitation, funds for which the Trustee, its Affiliates and subsidiaries serve as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian or provide investment advisory or other management services (notwithstanding that the Trustee or an Affiliate receives and retains fees for services provided to such funds), and (b) public sector investment pools operated pursuant to SEC Rule 2a-7 in which the issuer's deposit shall not exceed 5% of the aggregate pool balance at any time and such pool is rated in one of the two highest short-term rating categories of at least two nationally recognized Rating Agencies;

viii) pre-funded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest long-term rating category of at least two nationally recognized Rating Agencies (without regard to gradations), or (b)(1) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (viii) on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

ix) general obligations of states with a short-term rating in one of the two highest rating categories and a long-term rating in one of the two highest rating categories of at least two nationally recognized Rating Agencies. In the event such obligations are variable rate obligations, the interest rate on such obligations must be reset not less frequently than annually;

x) investment agreements with a Qualified Investment Provider;

A-7

xi) other forms of investments (including repurchase agreements) approved in writing by a Qualified Financial Institution providing a Credit Facility or not unacceptable to the Rating Agencies then rating any Bonds;

xii) repurchase agreements relating to securities described in clauses (i), (ii), (iii), (iv), (vi), (viii) and (ix) above, with Qualified Investment Provider which agreement shall provide that (A) such securities have a value of at least 103% (valued on each interest payment date for the Bonds) of the specified repurchase price and are deposited with the Trustee or with a third party

custodian approved by, and in accordance with documentation satisfactory to, the Trustee, (B) the provider will repurchase such securities without penalty upon request of the Trustee in order to use the proceeds for any purpose for which the Fund from which the investment was made may be used, (C) if such rating falls below "A3" or "A-," respectively by either Moody's and Standard & Poor's, the provider must notify the Trustee and repurchase such securities without penalty within five (5) Business Days of such downgrade and (D) the Trustee is expressly authorized to liquidate such securities in the event of the insolvency of the provider or the commencement by or against the provider of a case under the federal Bankruptcy Code or the appointment or taking possession by a trustee or custodian of the assets of the provider; and

xiii) a guaranteed investment contract with a defined termination date, secured by Government Obligations or other security not unacceptable to the Rating Agencies then rating the Bonds in an amount at least equal to the amount invested under the contract and pledged to the Trustee.

"Issuer" means the City of Chicago, or its successors and assigns.

"Issuer Financing Documents" means all documents and agreements executed and delivered by the Issuer on the Date of Delivery as security for or in connection with the issuance of the Series 2018 Bonds, including the Indenture, the Loan Agreement, the Tax Certificate, and all other documents executed in connection therewith.

"Letter of Representations" means the Letter of Representations of the Issuer to DTC.

"LIBOR" shall mean, on any date of determination, the offered rate (rounded up to the next highest one one-thousandth of one percent (0.001%)) for deposits in U.S. dollars for a one-month period which appears on the Reuters Screen LIBOR01 Page at approximately 11:00 A.M., London time, on such date, or if such date is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then on the next preceding day on which such dealings were transacted in such market.

"LIBOR Indexed Mode" shall mean the Interest Rate Mode during which the Bonds bear interest at the LIBOR Index Rate.

"LIBOR Index Rate" is the rate borne by the Bonds during each Interest Period determined in accordance with Section 2.10.

"LIBOR Interest Period" means, during the LIBOR Indexed Mode, the period from (and including) the Conversion Date or the date of issuance of the Bonds, as applicable, to the first Interest Payment Date and thereafter shall mean the period from (and including) an Interest Payment Date to but not including the following Interest Payment Date (regardless of whether or not such Interest Payment Dates are business days).

"Liquidity Facility" shall mean any letter of credit, line of credit, standby purchase agreement or other instrument then in effect which provides for the payment of the purchase price of Bonds upon the tender thereof in the event remarketing proceeds are insufficient therefor.

"Liquidity Facility Purchase Account" shall mean the account by that name created in Section 5.1 hereof.

"Liquidity Provider" shall mean any bank, insurance company, pension fund or other financial institution which provides a Liquidity Facility or Alternate Liquidity Facility for the Bonds.

"Liquidity Provider Bonds" shall mean any Bonds purchased by the Liquidity Provider with funds drawn on or advanced under the Liquidity Facility.

"Loan Agreement" means the Loan and Security Agreement of even date herewith between the Issuer and the Borrowers, and any amendments and supplements thereto.

A-8

"London Banking Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in the City of London, United Kingdom.

"Long-Term Mode" shall mean a LIBOR Indexed Mode, a Term Rate Mode or a Fixed Rate Mode.

"Mandatory Tender Date" shall mean: (i) with respect to a Flexible Rate Bond the first Business Day following the last day

of each Flexible Rate Period with respect to such Bond, (ii) for Bonds in the Term Rate Mode, on the first Business Day following the last day of each Term Rate Period, (iii) any Conversion Date (except a change in Interest Rate Mode between the Daily Mode and the Weekly Mode), (iv) any Substitution Date, (v) the fifth Business Day prior to the Expiration Date (other than as a result of an Automatic Termination Event), (vi) the date specified by the Trustee following the occurrence of an event of default (other than an Automatic Termination Event) under the Reimbursement Agreement, which date shall be a Business Day selected by the Trustee that is not later than the Business Day preceding the termination date specified by the Credit Provider or the Liquidity Provider and is at least twenty (20) days after the Trustee's receipt of notice of such event of default from the Credit Provider or the Liquidity Provider; (vii) the date specified by the Trustee following receipt of notice by the Trustee from the Credit Provider that the Credit Enhancement will not be reinstated following a drawing to pay interest on the Bonds (other than interest on Bonds no longer Outstanding after such drawing) which date shall be a Business Day not more than five (5) days after the Trustee's receipt of such notice, and (viii) for Bonds in the Daily Mode or Weekly Mode, any Business Day specified by the Group Representative not less than twenty (20) days after the Trustee's receipt of such notice and in no event later than the day preceding the Expiration Date.

"Master Indenture" means that certain Master Trust Indenture dated as of September 1, 2012, as supplemented by a First Supplemental Master Trust Indenture, dated as of September 1, 2012 and a Second Supplemental Master Trust Indenture, dated as of April 1, 2018, each between the Members of the Obligated Group and the Master Trustee, as the same may be further amended and supplemented from time to time.

"Master Indenture Notes" means, collectively, the Senior Notes and the Subordinated Notes.

"Master Trust Indenture Documents" means the Master Trust Indenture, the Mortgages and the ground leases under which the Members hold their respective leasehold interests in the ground that is a part of any project financed pursuant to the terms of the Master Indenture.

"Master Trustee" means Wells Fargo Bank, National Association, as master trustee under the Master Indenture and its successors and assigns thereunder.

"Maturity Date" shall mean the date of final maturity of any Series of Bonds.

"Maximum Rate" shall mean (i) with respect to all Bonds other than Liquidity Provider Bonds, a rate of interest of 12% per annum and (ii) with respect to Liquidity Provider Bonds, the rate specified in the Liquidity Facility, but not to exceed 12% per annum. In no event shall such rate or rates exceed the highest rate allowed by law.

"Member of the Obligated Group" means those members of the obligated group, from time to time, that are parties to the master Indenture.

"Mode" means, as the context may require, the Flexible Mode, the Daily Mode, the Weekly Mode, the Term Rate Mode or the Fixed Rate Mode.

"Mode Change Date" means with respect to the Bonds in a particular Mode, the day on which another Mode for the Bonds begins.

"Mode Change Notice" means the notice from the Borrower to the other Notice Parties of the Borrowers' intention to change the Mode with respect to the Bonds.

"Moody's" shall mean Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Borrower after consultation with the Remarketing Agent.

A-9

"Mortgages" means the Mortgages, as such term is defined in the Master Indenture from certain of the Members of the Obligated Group to the Master Trustee given against the interests of the Members of the Obligated Group under the Related Ground Leases to secure the payment of the Obligations issued under the Master Indenture, including, without limitation, the Master Indenture Notes.

"New Mode" shall have the meaning specified in Section 2.11(a) hereof.

"Notice Parties" shall mean the Issuer, the Borrower, the Trustee, the Tender Agent, the Remarketing Agent, the Paying Agent, the Credit Provider, the Liquidity Provider, the Master Trustee and the Group Representative.

"Obligated Group" shall have the meaning set forth in the Master Indenture.

"Opinion of Counsel" shall mean a written legal opinion from a firm of attorneys experienced in the matters to be covered in the opinion.

"Outstanding", when used with reference to a Bond or Bonds, as of any particular date, means all Bonds which have been authenticated and delivered hereunder, except:

1) Any Bonds canceled by the Trustee because of payment or redemption prior to maturity or surrendered to the Trustee for cancellation;

2) Any Bond (or portion of a Bond) paid or redeemed or for the payment or redemption of which there has been separately set aside and held in the Redemption Account of the Debt Service Fund moneys in an amount sufficient to effect payment of the principal or applicable Redemption Price thereof, together with accrued interest on such Bond to the payment or redemption date, which payment or redemption date shall be specified in irrevocable instructions given to the Trustee to apply such moneys to such payment on the date so specified;

3) Bonds in exchange for or in lieu of which other Bonds shall have been authenticated and delivered under Article IV hereof; and

4) Any Bond deemed to have been paid as provided in Section 14.1(b) hereof.

"Owner" shall mean the registered owner of a Bond, including the Securities Depository, if any, or its nominee.

"Paying Agent" shall mean the commercial bank, trust company or other entity which may from time to time be appointed to serve as Paying Agent as provided in Section 11.1 hereof. Until such time as an alternate Paying Agent is appointed, the Paying Agent shall be the Trustee.

"Permitted Encumbrances" shall have the meaning set forth in the Master Indenture with respect to any particular Project.

"Permitted Lien" shall have the meaning set forth in the Master Indenture with respect to any particular Project.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Principal and Interest Account" means the Account so designated, established within the Debt Service Fund pursuant to Section 5.1 hereof.

"Principal Payment Date" shall mean any date upon which the principal amount of Bonds is due hereunder, including the Maturity Date, any Serial Maturity Date, any Redemption Date, or the date the maturity of any Bond is accelerated pursuant to the terms hereof or otherwise.

"Project" means the land, facilities, equipment and other property financed by the proceeds of the Series 2018 Bonds or any Additional Bonds, and includes, without limitation, the Project Facilities.

A-10

"Purchase Date" shall mean (i) for a Bond in the Daily Mode or the Weekly Mode, any Business Day selected by the Beneficial Owner of said Bond pursuant to the provisions of Section 6.1 hereof. and (ii) any Mandatory Tender Date.

"Purchase Fund" shall mean the fund by that name created in Section 4.10 hereof.

"Purchase Price" shall mean an amount equal to the principal amount of any Bonds purchased on any Purchase Date, plus accrued interest to the Purchase Date (unless the Purchase Date is an Interest Payment Date, in which case the Purchase Price shall not include accrued interest, which shall be paid in the normal course).

"Qualified Institutional Buyer" means a qualified institutional buyer as defined in Rule 144A promulgated pursuant to the Securities Act of 1933, as amended.

"Quotation Agent" means Goldman, Sachs & Co., or, if Goldman, Sachs & Co. cannot perform the duties of a Quotation Agent set forth herein, such other quotation agent as may be designated by the Borrowers.

"Rate Determination Date" shall mean any date on which the interest rate on Bonds shall be determined, which, (i) in the case of the Flexible Mode, shall be the first day of an Interest Period; (ii) in the case of the Daily Mode, shall be each Business Day commencing with the first day (which must be a Business Day) the Bonds become subject to the Daily Mode; (iii) in the case of the Weekly Mode, (A) each Wednesday or, if Wednesday is not a Business Day, then the Business Day next succeeding such Wednesday and (B) not later than the Business Day preceding a Conversion Date, a Substitution Date or a Mandatory Tender Date specified in clause (viii) of the definition of Mandatory Tender Date; (iv) in the case of the Term Rate Mode, shall be a Business Day no earlier than fifteen (15) Business Days and no later than the Business Day next preceding the first day of an Interest Period, as determined by the Remarketing Agent; (v) in the case of the LIBOR Indexed Mode, shall be date that is two (2) London Business Days preceding the first day of each LIBOR Interest Period; and (vi) in the case of the Fixed Rate Mode, shall be a date determined by the Remarketing Agent which shall be at least one Business Day prior to the Conversion Date.

"Rating Agencies" shall mean any of Moody's, S&P or Fitch, which is then providing a rating on the Bonds.

"Rating Confirmation Notice" shall mean a notice from Moody's, S&P or Fitch, as appropriate, confirming that the rating on the Bonds will not be lowered or withdrawn (other than a withdrawal of a short-term rating upon a change to a Long-Term Mode) as a result of the action proposed to be taken.

"Rebate Fund" means the special trust fund so designated, established pursuant to Section 5.1 hereof

"Record Date" shall mean (i) with respect to Bonds in a Short-Term Mode, the last Business Day before an Interest Payment Date; and (ii) with respect to Bonds in a Long-Term Mode, the fifteenth (15th) day (whether or not a Business Day) of the month next preceding each Interest Payment Date.

"Redemption Account" means the Account so designated, established within the Debt Service Fund pursuant to Section 5.1 hereof.

"Redemption Date" shall mean the date fixed for redemption of Bonds subject to redemption in any notice of redemption given in accordance with the terms hereof.

"Redemption Price" shall mean an amount equal to the principal of and premium, if any, and accrued interest, if any, on the Bonds to be paid on the Redemption Date.

"Reimbursement Agreement" shall mean any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement, by and between the Credit Provider or Liquidity Provider, as applicable, and the Borrowers.

"Remarketing Agent" shall mean any investment banking firm appointed as provided in Section 11.1 hereof.

A-11

"Remarketing Agreement" shall mean that certain Remarketing Agreement relating to a Series of Bonds, by and between the Borrowers and the Remarketing Agent or any similar agreement between the Borrowers and the Remarketing Agent, as it may be

amended or supplemented from time to time in accordance with its terms.

"Remarketing Proceeds Account" shall mean the account by that name created in Section 5.1 hereof.

"Required Bondholders" means in the case of consent or direction to be given hereunder, the holders of the majority in aggregate principal amount Outstanding of Senior Bonds or, (i) if no Senior Bonds remain outstanding, or (ii) if the Holders of the Outstanding Senior Bonds have so consented pursuant to a Special Senior Consent, the Holders of the majority in aggregate principal amount Outstanding of Subordinate Class A Bonds or, (iii) if no Senior Bond and no Subordinate Class A Bond remains Outstanding, the Holders of the majority in aggregate principal amount Outstanding of Subordinate Class B Bonds.

"Responsible Officer" means, when used with respect to the Trustee, any vice president, assistant vice president, senior associate, associate or other officer of the Trustee within the corporate trust office specified in Section 15.1 (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the corporate trust office specified in Section 15.1 because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of the Indenture.

"S&P" shall mean Standard & Poor's Ratings Services, duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Borrowers after consultation with the Remarketing Agent.

"Securities Depository" shall mean The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax -516/227-4039 or 4190 and such other securities depository as the Members of the Obligated Group may designate in a certificate of the Members of the Obligated Group delivered to the Trustee.

"Senior Bonds" means, initially, the Series 2018 Bonds and as Series of Additional Bonds are issued, any Additional Bonds of any Series designated as "Senior" and secured by a Senior Note.

"Senior DSR Account" means the special trust account so designated, established and maintained pursuant to Section 5.1 hereof.

"Senior DSRFR" shall have the meaning set forth under "Debt Service Reserve Fund Requirement" above.

"Senior Notes" means Senior Master Indenture Promissory Note No. 2018-1 delivered pursuant to the Master Indenture, as the same may be amended or supplemented from time to time.

"Serial Bonds" shall mean the Bonds maturing on the Serial Maturity Dates, as determined pursuant to Section 2.11 hereof.

"Serial (Maturity Dates)" shall mean the dates on which the Serial Bonds mature, as determined pursuant to Section 2.11 hereof.

"Serial Payments" shall mean the payments to be made in payment of the principal of the Serial Bonds on the Serial Maturity Dates.

"Series" means any series of Bonds.

"Short-Term Mode" shall mean the Daily Mode, the Weekly Mode or the Flexible Mode.

"Sinking Fund Payment" means the amount required by the Indenture as payable on a single future date for the retirement of any Outstanding Bonds which are expressed to mature after such future date, but does not include any amounts payable by reason only of the maturity of a Bond.

"Special Senior Consent" means with respect to any action of the Trustee to be taken upon the direction or consent of Holders of Subordinate Bonds, written consent of the Holders of a majority in aggregate principal amount Outstanding of the Senior Bonds which may be obtained in respect of rights affecting the Subordinate Bonds alone.

"State" means the State of Illinois.

"Subordinate Class A Bonds" means any Additional Bonds issued hereunder and secured by a Subordinate Class A Note under the Master Indenture.

"Subordinate Class A DSR Account" means the special trust account so designated, established and maintained pursuant to Section 5.1 hereof.

"Subordinated Class A DSRFR" shall have the meaning set forth in a Supplemental Indenture.

"Subordinate Class A Note" shall have the meaning set forth in the Master Indenture.

"Subordinate Class B Bonds" means any Additional Bonds issued hereunder and secured by a Subordinate Class B Note under the Master Indenture.

"Subordinate Class B DSR Account" means the special trust account so designated, established and maintained pursuant to Section 5.1 hereof.

"Subordinated Class B DSRFR" shall have the meaning set forth in a Supplemental Indenture.

"Subordinate Class B Notes" shall have the meaning set forth in the Master Indenture.

"Subordinate Bonds" means the Bonds of any Series of Additional Bonds designated as "Subordinate" and secured by the Subordinate Notes.

"Subordinate Notes" means any subordinate note issued under the Master Indenture.

"Substitution Date" shall mean the date upon which an Alternate Credit Enhancement or Alternate Liquidity Facility is scheduled to be substituted for the Credit Enhancement or Liquidity Facility then in effect.

"Supplemental Indenture" means any indenture supplemental hereto or amendatory hereof, adopted by the Issuer in accordance with Article XIV hereof.

"Tax Certificate" means collectively, the Arbitrage and Tax Matters Certificate dated the date of initial issuance and delivery of the Series 2018 Bonds, executed by the Issuer and the Borrowers, and any amendments and supplements thereto.

"Taxable Bonds" means any Series of Bonds, the interest on which is includable in the gross income of the holders thereof for federal income tax purposes.

"Tax-Exempt Bonds" means any Series of Bonds, the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

"Tax Incidence Date" means the date as of which interest on any Bonds becomes or became includable in the gross income of the recipient thereof (other than the Members of the Obligated Group or another substantial user or related person) for federal income tax purposes for any cause, as determined by a Determination of Taxability.

"Tender Agent" shall mean the commercial bank, trust company or other entity which may from time to time be appointed to serve as fender Agent as provided in Section 10.13 hereof. Until such time as an alternate Tender Agent is appointed, the Tender Agent shall be the Trustee.

"Tender Notice" shall mean a notice delivered by Electronic Means or in writing that states (i) the principal amount of such Bond to be purchased pursuant to Section 4.1 hereof. (ii) the Purchase Date on which such Bond is to be purchased. (iii) applicable

Bonds to be purchased pursuant to Section 2.1 hereof, (ii) the purchase date on which such Bonds to be purchased, (iii) approval of the Issuer, and (iv) an irrevocable demand for such purchase.

A-13

"Tender Notice Deadline" shall mean (i) during the Daily Mode, 11:00 A.M. on any Business Day and (ii) during the Weekly Mode, 5:00 P.M. on the Business Day seven days prior to the applicable Purchase Date.

"Term" when used with reference to the Loan Agreement, means the term of the Loan Agreement determined as provided in Article III thereof.

"Term Rate" shall mean the per annum interest rate for the Bonds in the Term Rate Mode determined pursuant to Section 2.8 (a) hereof.

"Term Rate Mode" shall mean the Interest Rate Mode during which the Bonds bear interest at the Term Rate.

"Term Rate Period" shall mean the period from (and including) the Conversion Date or the date of initial issuance of the Bonds, as applicable, to (but excluding) the last day of the first period that the Bonds shall be in the Term Rate Mode as established by the Borrowers for the Bonds pursuant to Section 2.1 l(a)(i) hereof and, thereafter, the period from (and including) the beginning date of each successive Interest Period selected for the Bonds by the Borrowers pursuant to Section 2.8(a) while it is in the Term Rate Mode to (but excluding) the commencement date of the next succeeding Interest Period, including another Term Rate Period. Except as otherwise provided in the Indenture, an Interest Period for the Bonds in the Term Rate Mode must be at least 180 days in length.

"Three-Month LIBOR Rate" means the rate for deposits in U.S. dollars with a three-month maturity that appears on Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service, or such other service as may be nominated by the British Bankers Association, for the purpose of displaying London interbank offered rates for U.S. dollar deposits) as of 11:00 A.M., London time, on the Rate Determination Date, except that, if such rate does not appear on such page on the Rate Determination Date, the Three-Month LIBOR Rate means a rate determined on the basis of the rates at which deposits in U.S. dollars for a three-month maturity and in a principal amount of at least U.S. \$ 1,000,000 are offered at approximately 11:00 A.M., London time, on the Rate Determination Date, to prime banks in the London interbank market by four major banks in the London interbank market (herein referred to as the "Reference Banks") selected by the Quotation Agent. The Quotation Agent is to request the principal London office of each of such Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the Three-Month LIBOR Rate will be the arithmetic mean of such quotations. If fewer than two quotations are provided, the Three-Month LIBOR Rate will be the arithmetic mean of the rates quoted by three (if three quotations are not provided, two or one, as applicable) major banks in New York City, selected by the Quotation Agent, at approximately 11:00 A.M., New York City time, on the Rate Determination Date for loans in U.S. dollars to leading European banks in a principal amount of at least U.S. \$1,000,000 having a three-month maturity. If the banks in New York City selected by the Quotation Agent are not then quoting rates for such loans, then the Three-Month LIBOR Rate for the ensuing LIBOR Interest Period will mean the Three-Month LIBOR Rate then in effect.

"Trust Estate" means all property and rights granted to the Trustee pursuant to the granting clauses of the Indenture, as the same may be amended or supplemented from time to time.

"Trustee" shall mean the commercial bank, trust company or other entity which may from time to time be appointed to serve as Trustee as provided in Section 10.1 hereof. The initial Trustee shall be The Bank of New York Mellon Trust Company, N.A.

"Unassigned Rights" means the Issuer's rights in connection with the Borrowers' obligations to the Issuer under Sections 3.2 (a)(iv), 3.2(b), 3.3, 7.10 and 7.11 of the Loan Agreement, and, to the extent not enumerated in such sections, the Issuer's rights to (i) inspect books and records, (ii) give or receive notices, approvals, consents, requests, and other communications, (iii) receive payment or reimbursement of expenses, (iv) immunity from and limitation of any liability, (v) indemnification by Borrowers, (vi) security for the indemnification obligation of the Borrowers, and (vii) to enforce, in the Issuer's own name and on the Issuer's own behalf, those provisions hereof or any other document, instrument or agreement entered into with respect to the Bonds that provides generally for the foregoing enumerated rights or any similar rights of the Issuer.

"Variable Rate Mode" shall mean the Short-Term Mode or the Term Rate Mode.

"Weekly Mode" shall mean the Interest Rate Mode during which the Bonds bear interest at the Weekly Rate.

A-14

"Weekly Rate" shall mean the per annum interest rate on the Bonds in the Weekly Mode determined pursuant to Section 2.7 hereof.

"Weekly Rate Period" shall mean the period during which a Bond in the Weekly Mode shall bear a Weekly Rate, which shall be the period commencing on Thursday of each week to and including Wednesday of the following week, except (i) if the Bonds are issued in the Weekly Mode, in which case the first Weekly Rate Period shall be from the initial issuance of the Bonds to and including the Wednesday of the following week, (ii) in connection with a conversion to the Weekly Rate, in which case the first Weekly Rate Period shall be from the Conversion Date to and including the Wednesday of the following week, (iii) in the case of a Substitution Date or Mandatory Tender Date specified in clause (viii) of the definition of Mandatory Tender Date, in which case the Weekly Rate Period prior to the Substitution Date or such Mandatory Tender Date shall end on the day before the Substitution Date or such Mandatory Tender Date and a new Weekly Rate Period shall commence on the Substitution Date or such Mandatory Tender Date and end on the Wednesday of the following week and (iv) in connection with a conversion from the Weekly Mode, the last Weekly Rate Period shall end on the day next preceding the Conversion Date.

A-15

[This Page Intentionally Left Blank]

APPENDIX B-SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE

[This Page Intentionally Left Blank]

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE

The following is a summary of certain provisions of the Bond Indenture. This summary does not purport to be complete and reference to the Bond Indenture is hereby made for all of the terms and conditions of the Bond Indenture. Terms used in this Appendix B that are not defined herein shall have the meanings set forth in Appendix A.

Pledge and Security

In order to secure the payment of the principal or Redemption Price, if any, of and interest on all Bonds according to their tenor and effect and certain rights of the Credit Provider and all other amounts due in connection therewith and the performance and observance by the Issuer of all the covenants expressed or implied in the Bond Indenture and in the Bonds, the Issuer grants, bargains, sells, conveys, pledges, and assigns unto, and grants a security interest in and to, the Bond Trustee, and unto its respective successors in trust, and to their respective assigns, forever, for the securing of the performance of the obligations of the Issuer under the Bond Indenture, the following:

a) The General Financing Documents (except to the extent to which any such document provides for retention of Unassigned Rights) including, without limitation, the Loan Agreement and the Master Indenture Notes, and including all extensions and renewals of the term thereof, if any, together with all right, title, and interest of the Issuer therein (including rights, title and interests of the Members of the Obligated Group pledged to the Issuer to secure the Members of the Obligated Group's obligations to the Issuer pursuant to the Loan Agreement) including, but without limiting the generality of the foregoing, the present and continuing right to claim, collect, and receive any of the moneys, income, revenues, issues, profits, and other amounts payable or receivable thereunder, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Loan Agreement and the Master Indenture Notes but reserving, however, to the Issuer the Unassigned Rights upon the conditions therein set forth;

b) All Funds (except the Rebate Fund) and moneys and securities therein;

c) All moneys and securities from time to time held by the Bond Trustee or the Paying Agent under the terms of the Bond Indenture (except moneys and securities in the Rebate Fund) and any and all other real or personal property of every name and nature concurrently therewith or from time to time thereafter by delivery or by writing of any nature conveyed, mortgaged, pledged, assigned, or transferred as and for additional security under the Bond Indenture by the Issuer or by anyone in its behalf, or with its written consent, to the Bond Trustee or the Paying Agent, which are thereby authorized under the Bond Indenture to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Bond Indenture; and

d) The Credit Enhancement or Credit Enhancements and Liquidity Facility or Liquidity Facilities.

The Trustee holds the foregoing for the benefit and security of all present and future holders, first of the Senior Bonds, second of the Subordinate Class A Bonds and third of the Subordinate Class B Bonds: (i) with all payment of principal and Redemption Price of and interest on the Senior Bonds and any fees and charges payable on the Senior Bonds and all security rights in and to the Trust Estate and all other rights and privileges under the Bond Indenture with respect to the Senior Bonds to be prior and superior in all respects to any payment on or with respect to the Subordinate Bonds and all security rights in and to the Trust Estate and all other rights and privileges under the Bond Indenture with respect to the Subordinate Bonds and (ii) with all payment of

and all other rights and privileges under the Bond Indenture with respect to the Subordinate Bonds and (ii) with all payment of principal and Redemption Price of and interest on the Subordinate Class A Bonds and any fees and charges payable on the Subordinate Class A Bonds and all security rights in and to the Trust Estate and all other rights and privileges under the Bond Indenture with respect to the Subordinate Class A Bonds to be prior and superior in all respects to any payment on or with respect to the Subordinate Class B Bonds and all security rights in and to the Trust Estate and all other rights and privileges under the Bond Indenture with respect to the Subordinate Class B Bonds, but without preference of

B-1

any Senior Bond over any other Senior Bond or any Subordinate Class A Bond over any other Subordinate Class A Bond, or any Subordinate Class B Bond over any other Subordinate Class B Bond, except, in each case as specifically provided in the Bond Indenture, and for enforcement of payment of the Bonds in accordance with their terms and all other sums payable under the Bond Indenture or on the Bonds and for the performance of and compliance with the obligations, covenants and conditions of the Bond Indenture, as if all the Bonds at any time Outstanding had been authenticated, executed and delivered simultaneously with the execution and delivery of the Bond Indenture, all as set forth in the Bond Indenture.

Issuance of Additional Bonds

The Issuer may issue Additional Bonds under the Bond Indenture, from time to time, for the following purposes:

(i) To acquire and construct or rehabilitate or renovate new or expanded facilities of the Members of the Obligated Group.

(ii) To pay the cost of refunding through redemption of any Outstanding Bonds issued under the Bond Indenture and subject to such redemption.

(iii) To pay the cost of refunding through redemption any other indebtedness of the Members of the Obligated Group and subject to such redemption.

In any such event the Bond Trustee shall, at the request of the Issuer, authenticate the Additional Bonds and deliver them as specified in the request, but only upon receipt of:

(i) A Supplemental Indenture: (A) setting forth the terms of the Additional Bonds; (B) for Additional Bonds described in paragraph (i) above, describing the facilities to be added to the Project; (C) for Additional Bonds described in paragraph (i) above, also describing the realty and facilities to become part of the Project; and (D) for any Additional Bonds, (1) stating the purpose of the issue, (2) establishing the series of Bonds to be issued and providing the terms and form of Bonds thereof and directing the payments to be made into the funds under the Bond Indenture, (3) authorizing the execution and delivery of the Additional Bonds to be issued, (4) authorizing the redemption of any previously issued Bonds which are to be refunded and (5) designating such Additional Bonds as "Senior," "Subordinate Class A" or "Subordinate Class B";

(ii) A supplemental Loan Agreement and Master Indenture Notes providing for additional payments to be made by the Members of the Obligated Group thereunder sufficient to pay principal and Redemption Price of and interest on the Additional Bonds and all other amounts required to be paid with respect thereto;

(iii) All items required to be delivered pursuant to the Master Indenture in connection with Additional Obligations;

(iv) For any Additional Bonds described in paragraph (ii) above, a certificate of the Obligated Group Representative (A) stating that notice of redemption of the Bonds to be refunded has been given or that provisions have been made therefor and (B) stating that the proceeds of the Additional Bonds plus the other amounts, if any, stated to be available for the purpose, will be sufficient to accomplish the purpose of the refunding and to pay the cost of refunding, which shall be itemized in reasonable detail;

(v) For any Additional Bonds, a certificate of the Obligated Group Representative stating that it has no knowledge that an Event of Default under the Bond Indenture has occurred and is continuing;

(vi) For any Additional Bonds, an opinion or opinions of Bond Counsel that (A) the purpose of the Additional Bonds is one for which Additional Bonds may be issued under the Bond Indenture, (B) all conditions prescribed in the Bond Indenture as precedent to the issuance of the Additional Bonds have been fulfilled. (C) the Additional Bonds have been validly authorized and executed and when

B-2

authenticated and delivered pursuant to the request of the Issuer will be valid, legally binding, limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms (except to the extent that the rights and remedies created thereby are subject to bankruptcy, insolvency, reorganization, moratorium and similar laws effecting the rights and remedies of creditors and secured parties, and that the availability of specific enforcement, injunctive relief or other equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought) and are entitled to the benefit and security of the Bond Indenture, (D) all consents of any regulatory bodies required as a condition to the valid issuance of the Additional Bonds have been obtained and (E) issuance of such Additional Bonds will not adversely affect the tax status of the interest on Outstanding Bonds;

(vii) For any Additional Bonds, an opinion of counsel to the Members of the Obligated Group addressing the execution and delivery of the documents being executed and delivered in connection with the issuance of the Additional Bonds.

(viii) For any Additional Bonds, a deposit to the Debt Service Reserve Fund of such amounts as are required so that there shall be on deposit therein an amount equal to the Debt Service Reserve Requirement as recalculated to take into account the Additional Bonds; and

(ix) For any Additional Bonds, a Confirmation of Rating for the Bonds.

Funds Established under the Bond Indenture

The following funds and accounts are established under the Bond Indenture:

- i) Series 2018 Bond Proceeds Fund
 - (A) Series 2018 Reimbursement Account
 - ^J (B) Series 2018 Costs of Issuance Account
- ii) Debt Service Fund
 - (A) Senior Principal and Interest Account
 - B) Senior Redemption Account
 - C) Subordinate Class B Principal and Interest Account
 - D) Subordinate Class B Redemption Account
- iii) Debt Service Reserve Fund
 - (A) Senior DSR Account
 - (B) Subordinate Class B DSR Account
- iv) Rebate Fund
- v) Purchase Fund

- A) Borrower Purchase Account
- B) Remarketing Purchase Account
- (C) Liquidity Facility Purchase Account
- vi) 2018 Equity Fund

B-3

Debt Service Fund

The Bond Indenture directs the Bond Trustee to establish three separate accounts within the Debt Service Fund to be designated "Senior Principal and Interest Account," "Senior Redemption Account," "Subordinate Class B Principal and Interest," "Subordinate Class B Redemption Account" and "Letter of Credit Account."

The Bond Trustee shall promptly deposit the following receipts in the Debt Service Fund:

(i) Any amount required pursuant to the Bond Indenture to be deposited from the proceeds of the Bonds, which shall be credited to the Principal and Interest Account.

(ii) All amounts received by the Bond Trustee as payments of amounts attributable to debt service on the Bonds pursuant to the Loan Agreement which shall be credited to the Senior Principal and Interest Account or the Subordinate Class B Principal and Interest Account, in the manner set forth in the Bond Indenture and the Loan Agreement.

(iii) Excess or remaining amounts in the Construction Fund required to be deposited in the Debt Service Fund pursuant to the Bond Indenture, which shall be credited to the Principal and Interest Account to the extent the amount of such transfer plus amounts already on hand in the Principal and Interest Account would not exceed the principal amount of the next scheduled principal payment and sinking fund redemption, unless the Obligated Group Representative directs any such amounts to be deposited to the Redemption Account, and to the extent the amount to be transferred exceeds the amount required for such scheduled payment and redemption or the Obligated Group Representative directs such amounts to be deposited to the Redemption Account, such amounts shall be deposited to the Redemption Account.

(iv) Any other amounts required to be paid or transferred to the Debt Service Fund other than amounts received from a draw on a Credit Enhancement the provides for draws to pay principal or Redemption Price of or interest on the Bonds, for payment of principal and interest due on the Bonds, which shall be credited to the Principal and Interest Account.

(v) Prepayments under the Loan Agreement received by the Bond Trustee, which shall be credited to the Senior Redemption Account or the Subordinate Class B Redemption Account, as applicable.

(vi) All other receipts other than amounts received from a draw on a Credit Enhancement that provides for draws to pay principal or Redemption Price of or interest on the Bonds, when and if required by the Obligated Group Financing Documents or any subsequent agreement or by the Bond Indenture to be paid into the Debt Service Fund, which shall be credited to the Principal and Interest Account.

(vii) All amounts (and only those amounts) received from a draw on a Credit Enhancement that provides for draws to pay principal or Redemption Price of or interest on the Bonds shall be deposited to the Letter of Credit Account. Moneys in the Letter of Credit Account shall never be commingled with moneys from any other source. If there is more than one Credit Enhancement of such type as to provide for draws as described above, separate subaccounts shall be established within the Letter of Credit Account for each Credit Enhancement.

There shall be paid from the Senior Principal and Interest Account to the Paying Agent, on each Interest Payment Date for the Senior Bonds the amounts required for the payment of the principal and interest due on the Senior Bonds on such date. Such

the Senior Bonds, the amounts required for the payment of the principal and interest due on the Senior Bonds on such date. Such amounts shall be applied by the Paying Agent to the payment of principal and interest on the Bonds when due in the following order of priority:

(i) First, the Bond Trustee shall pay principal and Redemption Price for any sinking fund redemption of and interest on the Senior Bonds due on the Interest Payment Date; and

B-4

(ii) Second, the Trustee shall pay principal and Redemption Price for any sinking fund redemption of and interest on the Subordinate Class A Bonds due on the Interest Payment Date.

There shall be paid from the Subordinate Class B Principal and Interest Account to the Paying Agent, on each Interest Payment Date for the Subordinate Class B Bonds the amounts required for the payment of principal and interest due on the Subordinate Class B Bonds on such date.

Amounts in the Senior Redemption Account or the Subordinate Class B Redemption Account (or in the Obligated Group's subaccount in the Payment Account established under the Master Indenture) may be applied by the Bond Trustee (or by the Master Trustee on behalf of the Bond Trustee), upon specific direction of the Obligated Group Representative, to the purchase of Bonds at prices not exceeding the Redemption Price thereof applicable on the next redemption date plus accrued interest and all other amounts then due under the Obligated Group Financing Documents in connection with such redemption, provided no Event of Default has occurred and is continuing. Such redemption date shall be the earliest date upon which Bonds are subject to redemption from such amounts. Any amount in the Senior Redemption Account or the Subordinate Class B Redemption Account not so applied to the purchase of Bonds by forty-five (45) days prior to the next date on which the Bonds are so redeemable shall be applied to the redemption of Bonds on such redemption date; provided that if such amount aggregates less than \$5,000, it need not be then applied to such redemption. The Bonds to be redeemed shall be selected by the Bond Trustee in the manner provided in the Bond Indenture. Amounts in the Redemption Account to be applied to the redemption of Bonds shall be paid to the Paying Agent on or before the redemption date and applied by it on such redemption date to the payment of the Redemption Price of the Bonds being redeemed plus interest on such Bonds accrued to the redemption date and all other amounts then due under the Obligated Group Financing Documents in connection with such redemption.

Provided that no Event of Default has occurred and is continuing under the Loan Agreement, the Issuer shall receive a credit in respect of the Sinking Fund Payment for any Bonds which have been delivered by the Issuer or the Members of the Obligated Group to the Bond Trustee for cancellation on or before the forty-fifth (45th) day next preceding any Sinking Fund Payment due date and for any Bonds which prior to such date have been purchased or redeemed (otherwise than through the application of the Sinking Fund Payments) and canceled by the Bond Trustee and not theretofore applied as a credit against any Sinking Fund Payment; provided that such Bonds are of the same series, class and maturity as the Bonds for which a sinking fund payment is otherwise due. Each Bond so delivered shall be credited by the Bond Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such Sinking Fund Payment date for such Bonds and any excess over such amount shall be credited on future Sinking Fund Payments in ascending chronological order, and the principal amount of Bonds to be redeemed by application of Sinking Fund Payments shall be accordingly reduced.

The Obligated Group Representative shall on or before the forty-fifth (45th) day next preceding each Sinking Fund Payment date furnish the Bond Trustee with the certificate of an Authorized Representative if and to whatever extent the provisions of the Bond Indenture are to be availed of with respect to such Sinking Fund Payment, stating, in the case of the credit provided for, that such credit has not theretofore been applied against any Sinking Fund Installment and confirming that immediately available cash funds for the balance of the next succeeding prescribed Sinking Fund Payment will be paid on or prior to the next succeeding Sinking Fund Payment date.

Any amounts remaining in the Debt Service Fund after payment in full of all Outstanding Bonds, the fees, charges and expenses of the Issuer, the Bond Trustee and any Paying Agent and all other amounts required to be paid thereunder or under the Obligated Group Financing Documents shall be paid upon the expiration or sooner termination of the Term of the Loan Agreement to the Master Trustee, so long as the Master Indenture remains in full force and effect, and, thereafter, to the Credit Provider to the extent of any amounts owed thereto and, then, to or upon the direction of the Obligated Group Representative.

Moneys in the Debt Service Fund shall be used to pay principal or Redemption Price or interest with respect to the Bonds

moneys in the Debt Service Reserve Fund shall be used to pay principal or Redemption Price of interest on the Bonds only in the following order:

FIRST: Amounts drawn by the Bond Trustee under the Credit Enhancement and deposited into the Letter of Credit Account;

Any Available Moneys on deposit in the Bond Fund;

B-5

THIRD: Any other amounts available in the Bond Fund.

The Issuer hereby authorizes and directs the Bond Trustee to draw on each Credit Enhancement providing for draws to pay principal or Redemption Price of or interest on the Bonds pursuant to its terms, in the amounts and at times necessary to make payment of such amounts on the Bonds (excluding any premium) pursuant to their terms.

The Bond Trustee shall draw upon each Credit Enhancement providing for such draws in accordance with the terms thereof under the following circumstances: on or before 11:00 a.m., New York City time, on the Business Day prior to any Interest Payment Date, the Bond Trustee shall determine the amount necessary to make all required payments of principal or Redemption Price and interest on the Bonds benefiting from such Credit Enhancement or purchase price payments on the next succeeding Interest Payment Date and shall present to the Credit Provider providing such Credit Enhancement the required documents under such Credit Enhancement in such amount, so as to permit the timely transfer of funds from such Credit Provider to the Bond Trustee for payment of interest on the Bonds on each Interest Payment Date, for payment of the principal or Redemption Price of and interest on the Bonds benefiting from such Credit Enhancement when due, whether at maturity or upon prior redemption.

In no circumstances shall the Bond Trustee use moneys drawn on any Credit Enhancement to pay principal or Redemption Price of or interest on any Bonds not benefiting from such Credit Enhancement, or to pay premium, if any, on any Bonds.

The Bond Trustee shall promptly notify the Obligated Group Representative by oral or telephonic communication confirmed in writing if a Credit Provider has not transferred funds in accordance with its Credit Enhancement upon the presentment of any such drawing certificate.

Debt Service Reserve Fund

At the time any Series of Bonds is issued, there shall be deposited into the applicable accounts in the Debt Service Reserve Fund amounts sufficient to cause the total amount on deposit in such accounts of the Debt Service Reserve Fund to at least equal the Senior DSRFR, the Subordinate Class A DSRFR and the Subordinate Class B DSRFR, as applicable, with respect to the Bonds being issued. If, on any Interest Payment Date, the amounts in the applicable accounts Debt Service Reserve Fund (other than the Subordinate Class B DSR Account) are less (based on the valuation required pursuant to the Bond Indenture) than the Senior DSRFR and the Subordinate Class A DSRFR, as applicable, the Bond Trustee shall request the Members of the Obligated Group to fulfill its obligations under the Loan Agreement (and so notify the Master Trustee) and shall deposit upon receipt any moneys delivered pursuant thereto to the Debt Service Reserve Fund, first to the Senior DSR Account to the extent of any deficiency therein and, second, to the Subordinate Class A DSR Account, to the extent of any deficiency therein.

Moneys on deposit in the applicable account of the Debt Service Reserve Fund shall be applied as follows (unless otherwise provided in the Bond Indenture):

(i) On the date of each required payment in respect of the Bonds, moneys in (A) Senior DSR Account shall be applied to cure any deficiency (after transfers from moneys held under the Master Indenture, if any, made in accordance with the terms thereof) in the Debt Service Fund needed to pay principal or Redemption Price of or interest on all Outstanding Senior Bonds or to reimburse a Credit Provider on account of its payment of the same; and (B) the Subordinate Class A DSR Account shall be applied to cure any deficiency (after transfer from moneys held under the Master Indenture, if any, made in accordance with the terms thereof) in the Debt Service Fund needed to pay principal or Redemption Price of or interest on all Outstanding Subordinate Class A Bonds; and (C) the Subordinate Class B DSR Account shall be applied to cure any deficiency (after transfer from moneys held under the Mast Indenture, if any, made in accordance with the terms thereof) in the Debt Service Fund needed to pay principal or Redemption Price of or interest on all Outstanding Subordinate Class B Bonds. The Obligated Group agrees that any transfer from the Debt Service Reserve Fund to the Debt Service Fund pursuant to the Bond Indenture shall not be construed as preventing, waiving or curing any nonpayment of any payments

pursuant to the Bond Indenture shall not be construed as preventing, waiving or curing any nonpayment or any payments required under the Loan Agreement until the amount of such deficiency has been restored.

B-6

(ii) At the time of valuation pursuant to the Bond Indenture, any amount in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement not required to be transferred to the Rebate Fund shall be transferred to the Revenue Fund established under the Master Indenture.

(iii) In each month during the twelve-month period preceding the final maturity date of any series of Bonds, so long as no Event of Default has occurred and is continuing, moneys held in the Debt Service Reserve Fund shall be credited against the payment of principal of and interest on such series of Bonds and shall be transferred to the Debt Service Fund for the payment of such principal and interest or to reimburse a Credit Provider on account of its payment of the same, provided that after such transfer the amount remaining in the Debt Service Reserve Fund satisfies the Debt Service Reserve Fund Requirement.

The Debt Service Reserve Requirement shall be recalculated by the Obligated Group as required by the Master Indenture upon the issuance of any Additional Bonds under the Bond Indenture and in connection with the mandatory, optional or extraordinary redemption of any Bonds, and the Master Trustee, upon its receipt of the same, shall promptly deliver to the Bond Trustee a written certificate of the Obligated Group Representative indicating such recalculated amount.

Rebate Fund

Within 45 days of the Computation Date, the Members of the Obligated Group shall deposit to the Rebate Fund and direct the Bond Trustee to transfer from earnings held in any Fund or Account to the Rebate Fund amounts such that the amount held in the Rebate Fund after such deposit and transfer is equal to the Rebate Amount on the Funds and Accounts established under the Bond Indenture calculated as of the last day of the Computation Period in accordance with the Code; provided, however, if the Members of the Obligated Group fail to make such deposit in accordance with the provisions of the Bond Indenture, and have not caused the Rebate Amount on the Bonds to be deposited in the Rebate Fund established under the Master Indenture, the Bond Trustee shall, with the prior written consent and at the direction of the Required Bondholders, withdraw from the Funds and deposit to the Rebate Fund an amount such that the amount held in the Rebate Fund after such deposit is equal to the Rebate Amount calculated as of the last day of the Computation Period; provided, however, that the Bond Trustee may not transfer moneys in accordance with the above provision from the Debt Service Fund.

The Trustee, upon receipt of written instructions from the Obligated Group Representative, shall pay to the Master Trustee for deposit to the applicable account in the Rebate Fund under the Master Indenture out of amounts in the Rebate Fund established under the Bond Indenture, within five (5) days of such direction and in any event within sixty (60) days of any Computation Date, the amount directed to be transferred by the Obligated Group Representative in its instructions.

Investment of Funds

Amounts in the Funds and Accounts, other than the Letter of Credit Account and the Liquidity Facility Purchase Account shall, if and to the extent then permitted by law, be invested in Investment Securities. Investments shall be made by the Bond Trustee at the written request of the Obligated Group Representative, and may be made by the Bond Trustee through its own bond department. Any investment under the Bond Indenture shall be made in accordance with written instructions of the Obligated Group Representative. The Bond Trustee may conclusively rely upon such instructions as to both the suitability and legality of the directed investments. In the event no such instructions are received by the Bond Trustee, such amounts shall be invested in Investment Securities described in clause (vii)(a) of the definition thereof, pending receipt of such investment instructions. The Bond Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries. Such investments shall mature in such amounts and at such times as may be necessary to provide funds when needed to make payments from such Funds or Accounts. Investments in the Debt Service Reserve Fund shall mature in five years or less or shall provide for liquidation at par when needed to make payments under the Bond Indenture.

The income or interest earned and gains realized in excess of losses suffered by any Fund or Account held under the Bond

The income or interest earned and gains realized in excess of losses suffered by any Fund or Account held under the Bond Indenture shall be credited to the Debt Service Fund (except income or interest earned and gains realized in excess of losses suffered by the Project Account or the Rebate Fund, which shall be credited to the Project Account or the Rebate Fund, respectively). The Funds and Accounts established under the Bond Indenture

B-7

shall be valued as of each Interest Payment Date on the basis of market value; provided, however, a Fund Letter of Credit, unless disaffirmed or terminated, as applicable, shall be valued at the face amount thereof.

Payment of Principal, Redemption Price, If Any, and Interest

The Issuer covenants that it will promptly pay, but solely from the revenues or other moneys derived under the Loan Agreement or the Master Indenture or otherwise available under the Bond Indenture, the principal or Redemption Price, if any, of and interest on every Bond issued under the Bond Indenture, together with all other amounts due under the Loan Agreement, at the place, on the dates and in the manner provided in the Bond Indenture and in the Bonds according to the true intent and meaning thereof.

Performance of Covenants

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Bond Indenture, in any and every Bond executed, authenticated and delivered under the Bond Indenture and in all of its proceedings pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized under the Bond Indenture and to execute the Bond Indenture, to create, accept and assign the liens in the property described in the Bond Indenture and created under the Bond Indenture, to grant the security interest provided in the Bond Indenture, to assign the General Financing Documents and to pledge the revenues and other amounts pledged in the manner and to the extent set forth in the Bond Indenture; that all action on its part for the issuance of the Bonds and the execution and delivery of the Bond Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations according to their terms and the terms of the Bond Indenture, 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.

Rights under Financing Documents

The Trustee may and is granted the right under the Bond Indenture to enforce all rights of the Issuer other than the Unassigned Rights and all obligations of the Members of the Obligated Group under and pursuant to the General Financing Documents, including, without limitation the Master Indenture Notes and the security interests created thereby or securing the same. Nothing described in this paragraph shall permit any reduction in the payments required to be made by the Members of the Obligated Group under or pursuant to the Loan Agreement and the Master Indenture Notes or any alteration in the terms of payment thereof. All covenants and agreements on the part of the Issuer shall, except as otherwise specifically provided in the Bond Indenture, be for the benefit of the holders from time to time of the Bonds and may be enforced in the manner provided by the Bond Indenture on behalf of such holders by the Bond Trustee.

Events of Default: Acceleration of Due Dates

Each of the following events constitutes an "Event of Default" under the Bond Indenture:

(i) payment of any installment of principal, Redemption Price of, or interest on, any Senior Bond or Subordinate Class A Bond is not made when due; or

(ii) payment of any installment of principal, Redemption Price of, or interest on, any Subordinate Class B Bond is not made by the first July 1 following the date on which such amount first becomes due; or

(iii) if the Members of the Obligated Group or the Issuer shall fail to observe or perform any covenant or agreement contained in the Bond Indenture, which failure would have a Material Adverse Effect, and such failure continues for a period of thirty (30) days after written notice of such failure, requiring the same to be remedied, shall have been given by the Trustee to the Members of the Obligated Group and the Issuer, the giving of which notice shall be at the discretion of

by the Trustee to the members of the Obligated Group and the Issuer, the giving of which notice shall be at the discretion of the Bond Trustee unless the Bond Trustee is requested in writing to do so by the Holders of at least 25% in aggregate

B-8

principal amount of all Outstanding Senior Bonds under the Bond Indenture or, if no Senior Bonds are Outstanding thereunder, of all Outstanding Subordinate Class A Bonds under the Bond Indenture, or if no Senior Bonds and no Subordinate Class A Bonds are Outstanding thereunder, of all Outstanding Subordinate Class B Bonds under the Bond Indenture, in which event such notice shall be given; provided, however, that if such observance or performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied within such 30-day period but can be done, taken or remedied within a reasonable period of time, no Event of Default shall be deemed to have occurred or to exist if, and so long as, the Members of the Obligated Group or the Issuer, as the case may be, shall commence such work, action or other remedy within such 30-day period and shall diligently and continuously prosecute the same to completion; or

(iv) any Event of Default as specified in the Loan Agreement or the Master Indenture shall occur and is continuing and has not been waived; or

(v) the occurrence of an Act of Bankruptcy with respect to the Issuer; or

(vi) failure of any Credit Provider to honor any drawing or request for payment properly made in accordance with the terms of its Credit Enhancement.

Subject to the provisions of the Bond Indenture described in third succeeding paragraph below, upon the occurrence of an Event of Default then and in every such case, the Bond Trustee shall (A) at the written request of the Holders of 25% in aggregate principal amount Outstanding of the Senior Bonds or (B) in the case of an Event of Default described under (i) or (ii) above, without any such request, shall declare the principal of all such Senior Bonds and the interest accrued thereon to be immediately due and payable and provide notice of the same to the Master Trustee, the Obligated Group Representative and the Issuer and upon any such declaration, all principal of and interest on the Senior Bonds become immediately due and payable. Notwithstanding the foregoing, the Senior Bonds shall not be subject to acceleration in the event the applicable Event of Default relates solely to payment of principal of and interest on the Subordinate Bonds.

Upon the occurrence of an Event of Default the Bond Trustee shall (A) at the written request of the Holders of 25% in aggregate principal amount Outstanding of the Subordinate Class A Bonds and with Special Senior Consent if any Senior Bonds remain Outstanding, and (B) if no Senior Bonds remain Outstanding, in the case of an Event of Default as described in subsection (i) or (ii) above, declare the principal of all of the Subordinate Class A Bonds and the interest accrued thereon to be immediately due and payable and give notice of the same to the Master Trustee, the Obligated Group Representative and the Issuer and upon any such declaration, all principal, and Redemption Price of and interest on the Subordinate Class A Bonds shall become immediately due and payable. Notwithstanding the foregoing, the Subordinate Class A Bonds shall not be subject to acceleration in the event the applicable Event of Default relates solely to payment of principal of and interest on the Subordinate Class B Bonds.

Upon the occurrence of an Event of Default if no Senior Bonds or Subordinate Class A Bonds remain Outstanding, the Bond Trustee shall (A) at the written request of the Holders of a majority in aggregate principal amount Outstanding of the Subordinate Class B Bonds and (B) in the case of an Event of Default as described in (i) or (ii) above, declare the principal of all of the Subordinate Class B Bonds and the interest accrued thereon to be immediately due and payable and give notice of the same to the Master Trustee, the Obligated Group Representative and the Issuer and upon such declaration all principal and Redemption Price of and interest on the Subordinate Class B Bonds shall become immediately due and payable.

Any declaration pursuant to the section of the Bond Indenture as described in the three preceding paragraphs above shall be subject to the condition that if, at any time after the principal of all Senior Bonds or Subordinate Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter described: (i) the Members of the Obligated Group shall deposit or cause to be deposited with the Bond Trustee or with the Master Trustee a sum sufficient to pay (A) all matured installments of interest upon all Bonds and the principal and premium, if any, of all such Bonds that shall have become due otherwise than by acceleration (with interest on overdue installments of interest, to the extent permitted by law and on such principal and premium, if any, at the respective rates borne by such Bonds to the date of such deposit) and any other amounts required to be paid pursuant to such Bonds, and (B) the expenses and fees of the Bond Trustee and the Master Trustee; and (ii) any and all Events of Default under the Bond Indenture other than the (X) nonpayment of principal of and

accrued interest on Outstanding Bonds thereunder that

B-9

shall have become due by acceleration and (Y) nonpayment of principal or interest on the Subordinate Bonds if any Senior Bonds remain Outstanding thereunder (and the Required Senior Holders have waived such nonpayment) and (Z) when no Senior Bonds remain Outstanding thereunder, nonpayment of principal or interest on the Subordinate Class B Bonds if any Subordinate Class A Bonds remain Outstanding thereunder (and the Holders of the majority in aggregate principal amount Outstanding of the Subordinate Class A Bonds thereunder have waived such nonpayment), shall have been remedied, then and in every such case, (I) the Master Trustee may and, if requested by the Required Bondholders, shall waive all Events of Default and rescind and annul such declaration and its consequences, but no such waiver or rescission and annulment shall extend to or affect any subsequent Event of Default.

Enforcement of Remedies

Upon the happening and continuance of any Event of Default, then and in every case, but subject to the provisions of the Bond Indenture regarding indemnification of the Bond Trustee, the Bond Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to, and shall, upon direction of the Required Bondholders, proceed to protect and enforce its rights and the rights of the Bondholders under the Act, the Bonds, the Master Trust Indenture Documents, the General Financing Documents, including, without limitation, the Master Indenture Notes and the Bond Indenture, and under any agreement executed in connection with the foregoing, forthwith by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, whether for the specific performance of any covenant or agreement contained in the Bond Indenture, the Master Trust Indenture or the General Financing Documents or in aid of the execution of any power granted therein or in the Act or for the enforcement of any legal or equitable rights or remedies as the directions of the Required Bondholders shall require.

When the Trustee incurs expenses or renders services after the occurrence of an act of bankruptcy with respect to the Issuer or the Members of the Obligated Group, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

In the enforcement of any right or remedy under the Bond Indenture or under the Act, the Bond Trustee shall be entitled to sue for, enforce payment on and receive any or all amounts then or during any default becoming, and any time remaining, due under the Bond Indenture for principal, Redemption Price, interest or otherwise under any of the provisions of the Master Trust Indenture Documents, the General Financing Documents, the Bond Indenture or of the Bonds thereunder, and unpaid, with interest on overdue payments at the applicable rate or rates of interest specified in the Bonds or any Supplemental Indentures, together with any and all costs and expenses of collection and of all proceedings under the Master Trust Indenture Documents, the General Financing Documents, the Bond Indenture, and the Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce judgment or decree against the appropriate party or parties, but solely as provided in the Master Trust Indenture Documents, the General Financing Documents, the Bond Indenture, and the Bonds, for any portion of such amounts remaining unpaid, with interest, costs, and expenses, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

Regardless of the happening of an Event of Default, the Bond Trustee, if requested in writing by the Required Bondholders and furnished with reasonable security and indemnity satisfactory to it, shall institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under the Bond Indenture by any acts which may be unlawful or in violation of the Bond Indenture or of any resolution authorizing the Bonds, and such suits and proceedings as the Bond Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders; but no such request shall be otherwise than in accordance with the provisions of law and of the Bond Indenture or be unduly prejudicial to the interests of the holders of Bonds not making such request.

Application of Revenues and Other Moneys After Default

All moneys received by the Bond Trustee pursuant to any right given or action taken under the provisions of the Bond Indenture, to the extent not required under the Master Indenture Notes or the Master Indenture to be delivered to the Master Trustee to be applied under the Master Indenture, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Bond Trustee and any Paying Agent, including reasonable attorneys' fees, shall be

13-10

deposited in the Principal and Interest Account of the Debt Service Fund and all moneys so deposited in such Fund and available for payment of the Bonds shall be applied as follows:

(i) to the payment of costs and expenses of collection, including reasonable fees of counsel and reasonable compensation to the Master Trustee (to the extent the Master Trustee has not received or retained amounts for such fees and expenses) and the Bond Trustee; and

(ii) whether or not the principal of all Outstanding Bonds shall have become or have been declared due and payable:

FIRST: To the payment to the Holders entitled thereto of all installments of interest then due on any Senior Bonds in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to such amounts due on such date, without any discrimination or preference;

SECOND: To the payment to the Holders entitled thereto of the unpaid principal installments which shall have become due, whether at maturity or by call for redemption, on any Senior Bonds in order of their due dates and, if the amounts available shall not be sufficient to pay in full all principal installments due on the same date, then to the payment thereof ratably, according to the amounts of such principal installments due on such date, without any discrimination or preference: and

THTRD: To the payment to the Holders entitled thereto of any additional amounts due and unpaid in respect of Senior Bonds, in the order of the due dates of such amounts, and if the moneys available therefor shall not be sufficient to pay in full any such additional amounts due on the same date, then to the payment thereof ratably, according to the amounts due thereon, without any discrimination or preference;

FOURTH: To the payment to the Holders entitled thereto of all installments of interest then due on any Subordinate Class A Bonds in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to such amounts due on such date, without any discrimination or preference;

FIFTH: To the payment to the Holders entitled thereto of the unpaid principal installments which shall have become due, whether at maturity or by call for redemption, on any Subordinate Class A Bonds in order of their due dates and, if the amounts available shall not be sufficient to pay in full all principal installments due on the same date, then to the payment thereof ratably, according to the amounts of such principal installments due on such date, without any discrimination or preference;

SIXTH: To the payment to the Holders entitled thereto of any additional amounts due and unpaid in respect of Subordinate Class A Bonds, in the order of the due dates of such amounts, and if the moneys available therefor shall not be sufficient to pay in full any such additional amounts due on the same date, then to the payment thereof ratably, according to the amounts due thereon, without any discrimination or preference;

SEVENTH: To the payment to the Holders entitled thereto of all installments of interest then due on any Subordinate Class B Bonds in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to such amounts due on such date, without any discrimination or preference;

EIGHTH: To the payment to the Holders entitled thereto of the unpaid principal installments which shall have become due, whether at maturity or by call for redemption, on any Subordinate Class B Bonds in order of their due dates and, if the amounts available shall not be

B-11

sufficient to pay in full all principal installments due on the same date, then to the payment thereof ratably, according to the amounts of such principal installments due on such date, without any discrimination or preference; and

NINTH: To the payment to the Holders entitled thereto of any additional amounts due and unpaid in respect of Subordinate Class B Bonds, in the order of the due dates of such amounts, and if the moneys available therefor shall not be sufficient to pay in full any such additional amounts due on the same date, then to the payment thereof ratably, according to the amounts due thereon, without any discrimination or preference.

iii) Whenever moneys are to be applied pursuant to the provisions of the Bond Indenture, such moneys shall be applied at such times, and from time to time, as the Bond Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever Bond Trustee shall apply such funds, it shall fix the date upon which such application shall be made. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bonds until such Bonds shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

iv) Whenever all Bonds and interest thereon and all other amounts due under the Loan Agreement, Master Indenture Notes, and Tax Certificate have been paid under the provisions of the Bond Indenture and all fees, expenses and charges of the Bond Trustee and Paying Agent have been paid, any balance remaining in the Debt Service Fund shall be paid to the Master Trustee for deposit to the Revenue Fund established under the Master Indenture for application as revenues held in such Revenue Fund, and if the Master Indenture is no longer in full force and effect, to or upon the direction of the Obligated Group Representative.

Required Bondholders Control Proceedings

The Required Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Bond Indenture, or for any other proceedings under the Bond Indenture; but such direction shall not be otherwise than in accordance with the provisions of law and of the Bond Indenture.

Individual Bondholder Action Restricted

No owner of the Bonds shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Bond Indenture or the execution of any trust under the Bond Indenture or for any remedy under the Bond Indenture, unless such owner shall have previously given to the Bond Trustee written notice of the happening of an event of default, as provided in the Bond Indenture, and the Required Bondholders shall have filed a written request with the Bond Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in the Bond Indenture or by the Act or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such owners shall have offered to the Bond Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Bond Trustee shall have refused to comply with such request for a period of sixty (60) days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no owner of any Bond shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the Bond Indenture, or to enforce any right under the Bond Indenture, except in the manner provided in the Bond Indenture; and that all proceedings at law or in equity to enforce any provision of the Bond Indenture shall be instituted, had and maintained in the manner provided in the Bond Indenture and for the equal benefit of all owners of the Outstanding Bonds thereunder; provided, however, that the right of the Holders of the Senior Bonds to receive such payments as shall then be due and owing shall be prior and superior in all cases to the right of the Holders of the Subordinate Bonds to receive such payments and that the rights of the Holders of the Subordinate Class A Bonds to receive such payments as shall then be due and owing shall be prior and superior in all cases to the rights of the Holders of the Subordinate Class B Bonds to receive such payments.

the payment of the principal or Redemption Price, if any, or the interest on any Bonds or other amounts due under the Bond Agreement and the Master Indenture Notes at and after the maturity thereof, or the obligation of the Members of the Obligated Group to pay the principal or Redemption Price, if applicable, of and interest on each of the Bonds or other amounts due under the Loan Agreement and the Master Indenture Notes to the respective owners thereof at the time, place, from the source and in the manner in the Bond Indenture and in such Bonds expressed.

Notice of Default

The Trustee shall promptly mail, to each owner of the Bonds Outstanding under the Bond Indenture and each Credit Provider and Liquidity Provider, written notice of the occurrence of any Event of Default of which it is required to take notice pursuant to the Bond Indenture, including without limitation notice of failure to pay the principal or interest on the Bonds or any failure by the Members of the Obligated Group to make a payment required under the Loan Agreement and of any draw on and failure to reimburse a draw on the Debt Service Reserve Fund within the time permitted in the Bond Indenture and in the Loan Agreement. Actual knowledge means the actual knowledge of an officer in the Bond Trustee's corporate trust administration department. The Bond Trustee shall not, however, be subject to any liability to any owner of the Bonds by reason of its failure to mail any notice required by the Bond Indenture.

Affiliate Holder Rights

Notwithstanding anything in the Bond Indenture to the contrary, the Affiliated Holders shall have no right to direct the Bond Trustee to declare an Event of Default or direct remedies following an Event of Default while other Bonds are Outstanding under the Bond Indenture.

Supplemental Indentures Without Consent of Owners of the Bonds

Subject to the terms and conditions contained in the Bond Indenture, the Issuer may, from time to time and at any time, adopt Supplemental Indentures with the prior written consent of the Obligated Group Representative and each Credit Provider and Liquidity Provider, if any, and without prior notice to, and without the consent of, the owners of the Bonds for any of the following purposes:

(i) To cure any ambiguity or to correct or supplement any provision contained in the Bond Indenture or in any supplemental indenture which may be defective or inconsistent with any other provision contained in the Bond Indenture or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under the Bond Indenture or any supplemental indenture as shall not be inconsistent with the Bond Indenture or adversely affect the interests of the Holders of any particular Bonds or series of Bonds.

(ii) To grant to or confer upon the Bond Trustee for the benefit of the owners of the Bonds any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with the Bond Indenture as theretofore in effect.

iii) To add to the covenants and agreements of the Issuer in the Bond Indenture other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Bond Indenture as theretofore in effect.

iv) To add to the limitations and restrictions in the Bond Indenture other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Bond Indenture as theretofore in effect.

(v) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Bond Indenture, of the properties of the Project, or revenues or other income from or in connection with the Project or of any other moneys, securities or funds, or to subject to the lien or pledge of the Bond Indenture additional revenues, properties or collateral.

B-13

vi) To qualify the Bond Indenture under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect.

vii) To authorize the issuance of certain Additional Bonds, in accordance therewith, and prescribe the terms, forms and details thereof not inconsistent with the Bond Indenture.

viii) To amend any provision pertaining to matters under Federal income tax laws, including Section 148(f) of the Code.

ix) To authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to the Bond Indenture regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature.

x) To change any of the specified times of day or the number of days specified for the giving of notices in the Bond Indenture and to make corresponding changes to the period for notice of redemption of the Bonds; provided that no change in the specified times of day to a later time and no decreases in any such number of days shall become effective except while the Bonds bear interest at a Daily Rate or a Weekly Rate and until 30 days after the Bond Trustee has given notice to the Bondholders.

xi) To provide for any uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry System for the Bonds.

xii) To evidence the succession of a new Bond Trustee or the appointment by the Bond Trustee or the Issuer of a co-trustee.

xiii) To make any change related to the Bonds that does not materially adversely affect the interests of any Bondholder.

xiv) To make any other changes to the Bond Indenture that take effect as to any or all remarketed Bonds following a mandatory tender.

xv) To make any other change to the Bond Indenture that will take effect during any period when the Borrower is permitted to optionally redeem Bonds.

xvi) To provide for issuance of Additional Bonds.

Before the Issuer shall adopt any Supplemental Indenture pursuant to the Bond Indenture, there shall have been filed with the Bond Trustee an Opinion of Bond Counsel satisfactory to the Bond Trustee to the effect that (i) such Supplemental Indenture is authorized or permitted by the Bond Indenture and complies with its terms, (ii) upon execution, the Supplemental Indenture will be valid and binding upon the Issuer in accordance with its terms, and (iii) that execution and delivery of the Supplemental Indenture will not adversely affect the exclusion of interest on the Bonds from the gross income of the Holders for federal tax purposes.

Supplemental Indentures With Consent of Owners of the Bonds

Subject to the terms and provisions contained in the Bond Indenture, the Required Bondholders, the Members of the Obligated Group and each Credit Provider and Liquidity Provider, if any, shall have the right from time to time, to consent to and approve the adoption by the Issuer of any Supplemental Indenture as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Indenture. Nothing contained in the Bond Indenture shall permit, or be construed as permitting, without the consent of all of the owners of the Bonds affected thereby (1) a change in the terms of redemption or maturity of the principal of or the interest on any Outstanding Bond, tender provision, or a reduction in the principal amount or redemption price of any Outstanding Bond or the rate of interest thereon without the consent of the owner of such Bond, or (2) the creation of a lien upon or pledge of revenues or other income from or in connection with the Loan Agreement other than the lien or pledge created by the Bond Indenture or the Master Indenture or (3) a preference or priority of any Bond or Bonds over any other Bond or Bonds, except for preferences and priorities (A) of Senior Bonds over Subordinate Bonds, and (B) of

Subordinate Class A Bonds over Subordinate Class B Bonds or (4) a reduction in the aggregate principal amount of the Bonds or any subset of the same required for consent to such Supplemental Indenture.

Notwithstanding anything in the Bond Indenture to the contrary, while any Senior Bonds remain Outstanding, the Holders of the Subordinate Bonds shall have no right of consent to any amendment, change or modification to the Bond Indenture other than as described in this paragraph or the next succeeding paragraph. Any notices required under the Bond Indenture shall be sent to the Holders of the Senior Bonds with copy to the Holders of Subordinate Bonds. By their purchase of the Subordinate Bonds, the Holders of such Subordinate Bonds shall be deemed to have consented to the provisions of the Bond Indenture. Nothing in the Bond Indenture shall permit, or be construed as permitting, without the consent of the Holders of all Outstanding Subordinate Class A Bonds any amendment, change or modification to the Bond Indenture that would cause any of the following effects (1) an extension of the maturity date or redemption dates or the due date of any interest on any Subordinate Class A Bond, (2) a reduction in the principal amount of any Subordinate Class A Bond or the interest rate thereon, (3) a privilege or priority of any Subordinate Class A Bond or Bonds over any other Subordinate Class A Bond or Bonds, (4) a reduction in the aggregate principal amount of the Subordinate Class A Bonds required for consent to remedies or waivers of remedies in connection with the occurrence of an Event of Default under the Bond Indenture, (5) an extension of the dates on which the Members of the Obligated Group's payments with respect to the Subordinate Class A Bonds are due, (6) a reduction in the principal amount or interest rate payable by the Members of the Obligated Group under the Loan Agreement with respect to the Subordinate Class A Bonds and the Subordinate Class A Note, (7) the creation of any lien on the Trust Estate other than (A) a Permitted Lien or (B) a lien ratably securing all of the Subordinate Class A Bonds at any time Outstanding, or (8) the elimination or diminution of the lien securing the Subordinate Class A Bonds except to the extent necessary and appropriate in connection with a reduction in such lien permitted by the Master Indenture.

Notwithstanding anything in the Bond Indenture to the contrary, while any Senior Bonds or Subordinate Class A Bonds remain Outstanding, the Holders of the Subordinate Class B Bonds shall have no right of consent to any amendment, change or modification to the Bond Indenture other than as described in this paragraph. Any notices required under the Bond Indenture shall be sent to the Holders of the Senior Bonds or if no Senior Bonds are Outstanding, to the Holders of the Subordinate Class A Bonds, with copy to the Holders of Subordinate Class B Bonds. By their purchase of the Subordinate Class B Bonds, the Holders of such Subordinate Class B Bonds shall be deemed to have consented to the provisions of the Bond Indenture. Nothing in the Bond Indenture shall permit, or be construed as permitting, without the consent of the Holders of all Outstanding Subordinate Class B Bonds any amendment, change or modification to the Bond Indenture that would cause any of the following effects (1) an extension of the maturity date or redemption dates or the due date of any interest on any Subordinate Class B Bond, (2) a reduction in the principal amount of any Subordinate Class B Bond or the interest rate thereon, (3) a privilege or priority of any Subordinate Class B Bond or Bonds over any other Subordinate Class B Bond or Bonds, (4) a reduction in the aggregate principal amount of the Subordinate Class B Bonds required for consent to remedies or waivers of remedies in connection with the occurrence of an Event of Default under the Bond Indenture, (5) an extension of the dates on which the Members of the Obligated Group's payments with respect to the Subordinate Class B Bonds are due, (6) a reduction in the principal amount or interest rate payable by the Members of the Obligated Group under the Loan Agreement with respect to the Subordinate Class B Bonds and the Subordinate Class B Note, (7) the creation of any lien on the Trust Estate other than (A) a Permitted Lien or (B) a lien ratably securing all of the Subordinate Class B Bonds at any time Outstanding, or (8) the elimination or diminution of the lien securing the Subordinate Class B Bonds except to the extent necessary and appropriate in connection with a reduction in such lien permitted by the Master Indenture.

If at any time the Issuer shall determine to adopt any Supplemental Indenture for any of the purposes of the Bond Indenture, it shall cause notice of the proposed Supplemental Indenture to be mailed, postage prepaid, to all owners of the Bonds Outstanding thereunder. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture, and shall state that a copy thereof is on file at the offices of the Trustee for inspection by all owners of such Bonds.

Within one year after the date of such notice, the Issuer may execute such Supplemental Indenture in substantially the form described in such notice, only if there shall have first been filed with the Issuer (i) the written consents of the required percentage of owners of the Bonds then Outstanding so affected and (ii) an opinion of counsel satisfactory to the Bond Trustee stating that such Supplemental Indenture is authorized or permitted by the Bond Indenture and complies with its terms, and that upon adoption it will be valid and binding upon the Issuer in accordance with its terms. Each valid consent shall be effective only if accompanied by proof of the owning, at the date of such consent, of the Bonds with respect to which such consent is given. A certificate or certificates by the

B-15

Bond Trustee that it has examined such proof and that such proof is sufficient in accordance with the Bond Indenture shall be conclusive that the consents have been given by the owners of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the owner of the Bonds giving such consent and upon any subsequent owner of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent owner thereof has notice thereof), unless such consent is revoked

in writing by the owner of such Bonds giving such consent or a subsequent owner thereof by filing such revocation with the Bond Trustee prior to the adoption of such Supplemental Indenture.

If the owners of not less than the percentage of Bonds required by the Bond Indenture shall have consented to and approved the execution thereof as provided in the Bond Indenture, no owner of any Bond shall have any right to object to the enactment of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Indenture pursuant to the provisions of the Bond Indenture as described above, the Bond Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Bond Indenture of the Issuer, the Bond Trustee and all owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under the Bond Indenture, subject in all respects to such modifications and amendments.

Amendments of Financing Documents Not Requiring Consent of Owners of the Bonds

The Issuer and the Bond Trustee may, without the consent of and without prior notice to the owners of the Bonds, but with the prior written consent of each Credit Provider and Liquidity Provider, if any, consent to any amendment, change or modification of the General Financing Documents or the Master Trust Indenture Documents for the purpose of carrying out any of the purposes providing for Supplemental Indentures without consent of the owners of the Bonds pursuant to the Bond Indenture, curing any ambiguity or formal defect therein to provide for the issuance of Additional Bonds or to otherwise modify the same in a manner which is not adverse to the interests of the owners of the Bonds, as evidenced to the Bond Trustee by an opinion of counsel. The Bond Trustee shall have no liability to any owner of the Bonds or any other person for any action taken by it in good faith pursuant to the Bond Indenture.

Amendments of Financing Documents Requiring Consent of Owners of the Bonds

Except as provided in the Master Trust Indenture Documents and the Bond Indenture, the Issuer and the Bond Trustee shall not consent to any amendment, change or modification of the General Financing Documents, without mailing of notice and the written approval or consent of the Required Bondholders and obtaining the prior written consent of each Credit Provider and each Liquidity Provider, if any, provided that the written approval or consent of the owners of 100% in aggregate principal amount of the affected Bonds at the time Outstanding and so affected, given and procured as in the Bond Indenture provided, shall be required for any amendment that causes any of the following effects (1) a reduction in the aggregate principal amount of the Bonds or a Class of Bonds required for consent to remedies or waivers of remedies in connection with the occurrence of an Event of Default thereunder, (2) an extension of the dates on which the Members of the Obligated Group's payments with respect to the Bonds are due, (3) a reduction in the principal amount or interest rate payable by the Members of the Obligated Group under the Loan Agreement and the Master Indenture Notes, (4) the creation of any lien other than a lien securing all Bondholders according to the Class of Bonds they hold and ratably securing all of the Bonds within a Class at any time Outstanding or (5) the elimination or diminution of the liens securing the Bonds except to the extent necessary and appropriate in connection with a reduction in any such lien permitted by the Master Indenture under the General Financing Documents. If at any time the Members of the Obligated Group shall request the consent of the Bond Trustee to any such proposed amendment, change or modification, the Bond Trustee shall cause notice of such proposed amendment, change or modification to be mailed in the same manner as is provided in the Bond Indenture with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Bond Trustee for inspection by all owners of the Bonds.

Notwithstanding anything in the Bond Indenture to the contrary, while any Senior Bonds remain outstanding thereunder, the Holders of the Subordinate Bonds shall have no right of consent to any amendment, change or modification to any of the General Financing Documents other than as set forth in the Bond Indenture and

B-16

described below. Any notices required under the Bond Indenture shall be sent to the Holders of the Senior Bonds with a copy to the Holders of Subordinate Bonds. By their purchase of the Subordinate Bonds, the Holders of such Subordinate Bonds shall be deemed to have consented to the provisions of the Bond Indenture. Nothing in the Bond Indenture shall permit, or be construed as permitting, without the consent of the Holders of all Outstanding Subordinate Class A Bonds thereunder, any amendment, change or modification to any of the General Financing Documents that would cause any of the following effects (1) a reduction in the aggregate principal

to any of the General Financing Documents that would cause any of the following effects (1) a reduction in the aggregate principal amount of the Subordinate Class A Bonds required for consent to remedies or waivers of remedies in connection with the occurrence of an Event of Default thereunder, (2) an extension of the dates on which the Members of the Obligated Group's payments with respect to the Subordinate Class A Bonds are due, (3) a reduction in the principal amount or interest rate payable by the Members of the Obligated Group with respect to the Subordinate Class A Bonds under the Loan Agreement and the Subordinate Class A Note, (4) the creation of any lien other than (A) a Permitted Lien or (B) a lien ratably securing all of the Subordinate Class A Bonds at any time Outstanding or (5) the elimination or diminution of the lien securing the Subordinate Class A Bonds except to the extent necessary and appropriate in connection with a reduction in such lien permitted by the Master Indenture.

Notwithstanding anything in the Bond Indenture to the contrary, while any Senior Bonds or Subordinate Class A Bonds remain Outstanding thereunder, the Holders of the Subordinate Class B Bonds shall have no right of consent to any amendment, change or modification to any of the General Financing Documents other than as described in this paragraph. Any notices required under the Bond Indenture shall be sent to the Holders of the Senior Bonds or, if no Senior Bonds remain Outstanding, to the Holders of the Subordinate Class A Bonds, with a copy to the Holders of Subordinate Class B Bonds. By their purchase of the Subordinate Class B Bonds, the Holders of such Subordinate Class B Bonds shall be deemed to have consented to the provisions of the Bond Indenture. Nothing in the Bond Indenture shall permit, or be construed as permitting, without the consent of the Holders of all Outstanding Subordinate Class B Bonds any amendment, change or modification to any of the General Financing Documents that would cause any of the following effects (1) a reduction in the aggregate principal amount of the Subordinate Class B Bonds required for consent to remedies or waivers of remedies in connection with the occurrence of an Event of Default under the Bond Indenture, (2) an extension of the dates on which the Members of the Obligated Group's payments with respect to the Subordinate Class B Bonds are due, (3) a reduction in the principal amount or interest rate payable by the Members of the Obligated Group with respect to the Subordinate Class B Bonds under the Loan Agreement and the Subordinate Class B Note, (4) the creation of any lien other than (A) a Permitted Lien or (B) a lien ratably securing all of the Subordinate Class B Bonds at any time Outstanding or (5) the elimination or diminution of the lien securing the Subordinate Class B Bonds except to the extent necessary and appropriate in connection with a reduction in such lien permitted by the Master Indenture.

Defeasance

If the Issuer shall pay or cause to be paid to the holders of all Outstanding Bonds under the Bond Indenture, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein and in the Bond Indenture and any Supplemental Indenture authorizing the issuance of such Bonds, then the pledge of any revenues and other moneys, securities, funds and property thereby pledged and all other rights granted under the Bond Indenture with respect to such Bonds shall be discharged and satisfied. In such event, the Bond Trustee shall, upon the request of the Issuer or the Obligated Group, execute and deliver to the Issuer or the Obligated Group all such instruments as may be desirable to evidence such discharge and satisfaction and after all amounts owed to the Bond Trustee have been paid, the Bond Trustee shall pay over or deliver to the Master Trustee, so long as the Master Indenture remains in full force and effect, and, thereafter, to or upon the direction of the Members of the Obligated Group, all moneys or securities held by it pursuant to the Bond Indenture which are not required for the payment or redemption of such Bonds not theretofore surrendered for such payment or redemption. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the holders of all Outstanding Bonds of a particular Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein in the Bond Indenture and in the Supplemental Indenture authorizing a Series, such Bonds or Series of Bonds shall cease to be entitled to any lien, benefit or security under the Bond Indenture and all covenants, agreements and obligations of the Issuer to the holders of such Bonds or Series of Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid with the effect expressed in the preceding paragraph if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Bond Trustee in form satisfactory to it irrevocable instructions to mail as provided in the Bond Indenture the notice of redemption on said date of such Bonds, (ii) there shall have been deposited with the Bond Trustee either Available Moneys the principal of and the interest on which when due

B-17

(without further reinvestment) will provide moneys which, together with the Available Moneys, if any, deposited with the Bond Trustee at the same time, shall be sufficient, in the opinion of a nationally recognized certified public accountant, to pay when due the principal or Redemption Price, if any, of and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof as the case may be, and (iii) in the event said Bonds do not mature and are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall have given the Bond Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, a notice to the holders of such Bonds that the deposit described by (ii) above has been made with the Bond Trustee and that said Bonds are deemed to have been paid in accordance with the provisions described

has been made with the Bond Trustee and that said Bonds are deemed to have been paid in accordance with the provisions set forth in this paragraph and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, on said Bonds. Neither Defeasance Collateral nor moneys deposited with the Bond Trustee as described in this paragraph nor principal or interest payments on any such Defeasance Collateral shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if any, of and interest on said Bonds; but if any cash received from such principal or interest payments on such Defeasance Collateral deposited with the Bond Trustee, is not then needed for such purpose, the Bond Trustee shall notify the Issuer of such receipt, and upon written direction from the Issuer shall to the extent practicable, reinvest such amounts in Defeasance Collateral maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case maybe, and interest earned from such reinvestments shall be paid over to the Master Trustee, so long as the Master Indenture remains in full force and effect, and, thereafter, to or upon the direction of the Obligated Group Representative, as received by the Bond Trustee, free and clear of any trust, lien or pledge under the Bond Indenture. There shall also be delivered to the Bond Trustee in connection with the deposit of moneys or Defeasance Collateral a Bond Counsel's Opinion that, with respect to Bonds the interest on which was intended at the time of their initial issuance to be excluded from gross income for federal income tax purposes, the deposit of moneys does not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes and such deposit has been made in compliance with the Bond Indenture.

Notwithstanding the foregoing, while in a Daily Rate Mode or a Weekly Rate Mode, a Bond shall not be deemed to be paid within the meaning of the Bond Indenture and for all purposes of the Bond Indenture unless, in addition to the requirements set forth in the paragraph above, the purchase price for such Bond, if tendered for purchase prior to its due date (whether such due date be by reason of maturity or upon redemption as provided in the Bond Indenture, or otherwise), shall have been provided to the Bond Trustee by irrevocably depositing with the Bond Trustee, in trust, and the Bond Trustee shall have irrevocably set aside exclusively for such payments, moneys or Defeasance Collateral in an amount sufficient to make such purchase price payments. If a Bond for which moneys or Defeasance Collateral have been so deposited with the Bond Trustee is tendered for purchase prior to the date that such Bond matures or is redeemed, the purchase price for such Bond shall be paid with such moneys or Defeasance Collateral; upon payment of such purchase price such Bond shall not be remarketed but shall be cancelled by the Bond Trustee. Moneys deposited with the Bond Trustee for payment of purchase price as described shall either not be invested or shall be invested in Defeasance Collateral that matures in a principal amount not less than its original purchase price and has a maturity date not later than the date in which such moneys will be needed to pay the redemption price or purchase price of the Bonds, and in no event later than seven (7) days after its date of purchase.

If provision for payment of a Bond is being made as described under this heading and the interest rate on such Bond may change or be reset in accordance with of the Bond Indenture during the period between the date that funds and/or Defeasance Collateral are deposited with the Bond Trustee and the date that such Bonds are purchased, redeemed or otherwise paid and no credit facility secures such Bond, then the amount of such funds and/or Defeasance Collateral (taking into account the proceeds thereof) to be deposited with the Bond Trustee shall be sufficient to pay the principal of, premium, if any, and interest on such Bond when due (whether such due date be by reason of maturity or upon redemption or otherwise) and purchase price for such Bond if tendered for purchase prior to its due date assuming that such Bond bore interest at the Maximum Rate during such period. Furthermore, the maximum interest rate that such Bond may bear during the period between the date funds and/or Defeasance Collateral are deposited with the Bond Trustee and the date that such Bond is purchased, redeemed or otherwise paid shall be the Maximum Rate. After payment of such Bond, if, as a result of any such interest rate assumption, excess funds remain on deposit with the Bond Trustee, such funds shall be transferred as described in the Bond Indenture.

B-18

APPENDIX C - SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT

[This Page Intentionally Left Blank]

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT

The following is a summary of certain provisions of the Loan Agreement (the "Loan Agreement"). This summary does not purport to be complete and reference to the Loan Agreement is hereby made for all of the terms and conditions of the Loan

part to be complete and reference to the Loan Agreement is hereby made for all of the terms and conditions of the Loan Agreement. Terms used in this Appendix C that are not defined herein shall have the meanings set forth in Appendix A.

Representations by Each Borrower

Each Borrower represents and warrants to the Authority that, as of the date of execution of the Loan Agreement and as of the date of delivery of the Series 2018 Bonds to the initial purchasers thereof (such representations and warranties to remain operative and in full force and effect regardless of the issuance of the Series 2018 Bonds or any investigations by or on behalf of the Authority or the results thereof):

a) Each Borrower has been duly organized, validly exists and is in good standing under the laws of its state of organization, has full legal right, power and authority to enter into the Loan Agreement and the other Borrower Financing Documents, and to carry out and consummate all transactions contemplated thereby and by the Borrower Financing Documents, and by proper organizational action has duly authorized the execution, delivery and performance of the Loan Agreement and the Borrower Financing Documents.

b) The officers of each Borrower executing the Loan Agreement and the Borrower Financing Documents are duly and properly in office and fully authorized to execute the same.

c) The Loan Agreement and the Borrower Financing Documents have been duly authorized, executed and delivered by each Borrower.

d) The Loan Agreement and the Borrower Financing Documents, when assigned to the Bond Trustee pursuant to the Indenture, will constitute the legal, valid and binding agreements of each Borrower enforceable against each Borrower by the Bond Trustee in accordance with their terms for the benefit of the Owners of the Bonds, and the Unassigned Rights constitute the legal, valid, and binding agreements of each Borrower enforceable against each Borrower by the Authority in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

e) The execution and delivery of the Loan Agreement and the Borrower Financing Documents, the consummation of the transactions therein contemplated and the fulfillment of or compliance with the terms and conditions thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the organizational documents of each Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any trust indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which each Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of each Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Agreement or the Borrower Financing Documents, or the financial condition, assets, properties or operations of each Borrower.

f) No consent or approval of any bond trustee or holder of any indebtedness of any Borrower or any guarantor of indebtedness of or other provider of credit or liquidity of or to such Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Loan Agreement or the Borrower Financing Documents, or the consummation of any transaction therein contemplated, or the fulfillment of or compliance with the terms and conditions thereof, except as have been obtained or made and as are in full force and effect.

C-I

g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of each Borrower, after reasonable investigation, threatened, against or affecting any Borrower or the assets, properties or operations of any Borrower which, if determined adversely to any Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Agreement or the Borrower Financing Documents, or upon the financial condition, assets, properties or operations of any Borrower, and each Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand

passage of time or court could constitute a default, with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Agreement or the Borrower Financing Documents, or the financial condition, assets, properties or operations of any Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of each Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by each Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. Each Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

h) No written information, exhibit or report furnished to the Authority by any Borrower in its application for financing or in connection with the negotiation of the Loan Agreement or the Borrower Financing Documents (including financial statements, if any, whether audited or unaudited, and any other financial information provided in connection therewith) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Each Borrower has good and marketable title to the applicable Project Facility free and clear from all encumbrances other than Permitted Liens.

(j) Each Borrower complies in all material respects with all applicable Environmental Regulations.

(k) Neither any Borrower nor any of the Project Facilities are the subject of a federal, state or local investigation evaluating whether any remedial action is needed to respond to any alleged violation of or condition regulated by Environmental Regulations or to respond to a release of any Hazardous Substances into the environment.

(l) No BoiTower has any material contingent liability in connection with any release of any Hazardous Substances into the environment.

The Financing

On the Business Day immediately prior to any date on which principal or Redemption Price of, or interest on, the Bonds is due, if insufficient moneys are then on deposit in the Debt Service Fund (taking into account any amounts to be transferred to or credited to the Debt Service Fund pursuant to the Indenture) and available therefor, each Borrower shall, prior to 10:00 a.m. New York City time on such date, pay (or cause the Master Trustee to pay in accordance with the Master Indenture) to the Bond Trustee for deposit in the Debt Service Fund the amount necessary (in immediately available funds, as necessary) for the payment of such principal, interest, and premium, if any, due on such date. In addition, each Borrower shall pay or cause the Master Trustee to pay to the Bond Trustee, as and when the same shall become due, all other amounts due under the General Financing Documents, together with interest thereon at the then applicable rate as set forth in the Loan Agreement.

Each Borrower shall have the option to prepay its payment obligation under the Loan Agreement in whole or in part at the times and in the manner provided in the Loan Agreement and in accordance with the Master Indenture. Each Borrower agrees to prepay its payment obligations thereunder in the amount required to effect a redemption (at the applicable Redemption Price) of the Bonds in whole or in part at the times and in the manner provided in the Loan Agreement and in accordance with the Master Indenture.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding the date any Bonds are to be redeemed from mandatory Sinking Fund Payments, provided no Event of Default has occurred and is

C-2

continuing, any Borrower may deliver to the Bond Trustee Bonds which are subject to mandatory Sinking Fund Payment redemption in an aggregate principal amount not in excess of the principal amount of Bonds to be so redeemed on such date. Each Bond so delivered shall be credited by the Bond Trustee at 100% of the principal amount thereof against the obligation of each Borrower to make the next payment with respect to principal on the Bonds.

If the Bond Trustee has not received payment by Noon, New York City time, on the Business Day prior to the date on which principal or Redemption Price of or interest on the Bonds is due the Bond Trustee shall immediately make oral and facsimile demand

principal or redemption price or of interest on the Bonds is due, the Bond Trustee shall immediately make call and assume demand to the Master Trustee for such amount with overnight confirmation.

If the amounts in the applicable account of Debt Service Reserve Fund are not at the level of the Senior DSRFR and the Subordinate Class A DSRFR, as applicable, each Borrower shall or shall cause the Master Trustee, on or before the fifteenth (15th) day of the month next following the date each Borrower is notified of such deficiency, to deposit with the Bond Trustee sufficient moneys to meet the Senior DSRFR and the Subordinate Class A DSRFR under the Indenture. No withdrawal from the Debt Service Reserve Fund to make up for a deficiency in the Debt Service Fund shall be deemed to cure any failure by each Borrower to pay or cause to be paid the amounts required by the Loan Agreement when due.

Other Amounts Payable and Other Obligations

Each Borrower further expressly agrees in the Loan Agreement to pay or cause to be paid by the Master Trustee in accordance with the Master Indenture an amount equal to (i) the initial and annual fees of the Bond Trustee for the Ordinary Services of the Bond Trustee rendered and its Ordinary Expenses incurred under the Indenture, including its reasonable fees and expenses as Registrar and in connection with preparation of new Bonds upon exchanges or transfers, and the reasonable fees and expenses of Bond Trustee's counsel, (ii) the reasonable fees and expenses of the Bond Trustee, the Tender Agent, the Remarketing Agent, the Auction Agent and any Paying Agents on the Bonds for acting as such as provided in the Indenture, including the reasonable fees and expenses of their counsel, (iii) the reasonable fees and expenses of the Bond Trustee for Extraordinary Services rendered by it and Extraordinary Expenses incurred by it under the Indenture, including reasonable counsel fees and expenses, (iv) the reasonable fees and expenses of the Authority, including the reasonable fees and expenses of its counsel, incurred by the Authority as a result of an Event of Default or otherwise enforcing the Loan Agreement, and (v) any other sums required to be paid by each Borrower under the terms of the Indenture and the Master Notes. Scheduled fees and expenses shall be paid on or before the scheduled due date. Unscheduled fees and expenses will be paid on the specified due date, or if the due date is fewer than 30 days from receipt, within 30 days of receipt.

Each Borrower agrees to pay or cause to be paid all amounts payable by it in connection with compliance with Section 148 of the Code, including any expenses of the Authority incurred in connection with rebate compliance pursuant to the Indenture and the Master Indenture at the time and in the manner therein provided.

Each Borrower agrees to fund, replenish and maintain all amounts required to be funded, replenished and maintained in the Funds and Accounts established in and as required by the Indenture.

Each Borrower agrees to perform all obligations required to be performed by it under the Indenture in accordance with its terms.

Obligation Unconditional

The obligations of each Borrower under the Loan Agreement and the other Borrower Financing Documents shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Authority or the Bond Trustee. Each Borrower will not suspend or discontinue any such payment or terminate the Loan Agreement (other than in the manner provided thereunder) for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, failure of title, or commercial frustration of purpose, or any damage to or destruction of the Project, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof; or any failure of the Authority or the Bond Trustee to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with the Borrower Financing Documents.

Issuance of Additional Bonds

If each Borrower is not in default under the Loan Agreement or under the Borrower Financing Documents, the Authority may, in its absolute discretion, on written request of an Authorized Representative of each Borrower, from time to time, issue additional Senior Bonds and additional Subordinate Bonds (or one or the other at the same or different times) on a parity with the respective Class of Bonds under which they are designated, in aggregate amounts as requested by each Borrower, but only for the purposes and upon the terms and conditions stated in the Loan Agreement in the Indenture and in the Act. Additional Bonds shall be

purposes and upon the terms and conditions stated in the Loan Agreement, in the Indenture and in the Act. Additional Bonds shall be issued only for the purposes permitted in the Indenture. In each case, the costs of the issuance and sale of the Additional Bonds and capitalized interest for any construction period and other costs reasonably related to the financing as shall be agreed upon by each Borrower and the Authority may be included in the cost thereof.

No Additional Bonds shall be issued unless (1) the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by each Borrower and the Authority, (2) each Borrower and the Authority shall have entered into supplements to the General Financing Documents reaffirming the representations and covenants of the Authority and each Borrower therein contained, describing the completion, restoration, additions, extensions, improvements or facilities, if any, to be acquired and constructed or performed and making provisions for the conveyance, transfer and securing of such real property or interests therein as may be necessary or required therefor, and adjusting the aggregate amount payable under the Loan Agreement and delivering an additional Master Note or Master Notes to an amount sufficient to pay, as and when the same matures and becomes due, the principal or Redemption Price, if any, of and interest on such Additional Bonds and other amounts due under the General Financing Documents, and (3) the Authority and the Bond Trustee shall have entered into a Supplemental Indenture authorizing the issuance of such Additional Bonds and setting forth the terms thereof and describing or otherwise identifying any real or personal property to be secured by the Indenture in connection with the issuance of such Additional Bonds, and the Authority shall have otherwise complied with the provisions of the Indenture and the Act with respect to the issuance of such Additional Bonds.

Security for Each Borrower's Performance

The Loan Agreement represents the joint and several general obligations of each Borrower, and the obligations created under the Loan Agreement are evidenced in part by the Master Notes issued pursuant to the Master Indenture. The Master Notes are the joint and several obligations of each Borrower and are secured by such mortgages, liens and security interests as are provided under the Master Indenture. The full faith and credit of each Borrower is pledged for the payment of all sums due or to become due under the Loan Agreement and under the Master Notes. The Loan Agreement constitutes a Related Financing Document, as defined in the Master Indenture.

The obligations under the Loan Agreement are secured by the terms and provisions of the Master Indenture.

Indemnity Against Claims

To the fullest extent permitted by law, each Borrower agrees to indemnify, hold harmless and defend every Authority Indemnified Person, against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

- i) the Bonds, the PFA Trust Indenture, the Loan Agreement, the Borrower Financing Documents or the Tax Agreement or the execution or amendment thereof or in connection with transactions contemplated by the Loan Agreement or thereby, including the issuance, sale or resale of the Bonds;
- ii) the performance and observance by or on behalf of the Authority of those things on the part of the Authority agreed to be performed or observed under the Loan Agreement;
- iii) any act or omission of any Borrower or any of its agents, contractors, servants, employees, tenants or licensees in connection with the Project, the operation of the Project, or the

C-4

condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation or construction of, the Project or any part thereof;

- iv) any lien or charge upon payments by any Borrower to the Authority and the Bond Trustee under the Loan Agreement, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority or the Bond Trustee in respect of any portion of the Project;

- v) any violation of any Environmental Regulations with respect to or the release of any Hazardous

v) any violation of any Environmental Regulations with respect to, or the release of any Hazardous Substances from, the Project or any part thereof;

vi) the defeasance and/or redemption, in whole or in part, of the Bonds;

vii) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering or disclosure document or disclosure or continuing disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering or disclosure document or disclosure or continuing disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

viii) any declaration of taxability of interest on the Bonds, or allegations that interest on the Bonds is taxable or any regulatory audit or inquiry regarding whether interest in the Bonds is taxable;

ix) the Bond Trustee's acceptance or administration of the trust of the PFA Trust Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Bonds to which it is a party;

x) any injury to, or death of, any Person or damage to property in or upon any Project Facility or growing out of, or connected with, the use, nonuse, condition or occupancy of the Project Facility;

except (A) in the case of the foregoing indemnification of the Bond Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in the case of the foregoing indemnification of any Authority Indemnified Person, to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought under the Loan Agreement, each Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and each Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of each Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

(b) The rights of any Persons to indemnity under the Loan Agreement and rights to payment of fees and reimbursement of expenses shall survive the final payment or defeasance of the Bonds and in the case of the Bond Trustee any resignation or removal. The provisions of described above shall survive the termination of the Loan Agreement.

Continuing Disclosure

Each Borrower covenants and agrees in the Loan Agreement that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement (described in this Official Statement under "CONTINUING DISCLOSURE"), if and to the extent applicable and required. Notwithstanding any other provision of the Loan Agreement to the contrary, failure of each Borrower to comply with the Continuing Disclosure Agreement shall not

C-5'

be considered an Event of Default: however, the Bond Trustee may (and, at the request of the holders of at least 25% aggregate principal amount in Outstanding Bonds, of the most senior Class of which Bonds remain Outstanding shall, but only to the extent the Bond Trustee has been tendered funds in an amount satisfactory to it or it has been otherwise indemnified from and against any loss, liability, cost or expense, including without limitation, fees and expense of its counsel and agents and additional fees and charges of the Bond Trustee) or any Bondholder may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause each Borrower to comply with its obligations under the Loan Agreement.

Bonds Not to Become Taxable

Each Borrower covenants and agrees that its use of the Proceeds of the Series 2018 Bonds will at all times satisfy the

Each Borrower covenants and agrees that its use of the Proceeds of the Series 2018 Bonds will at all times satisfy the requirements of the Tax Certificate.

Each Borrower will make such use of the proceeds of the Series 2018 Bonds and all other funds held by the Bond Trustee under the Indenture or otherwise allocable to the Series 2018 Bonds, restrict the investment of such proceeds and other funds, and take such other and further action as may be required so that the Series 2018 Bonds will not constitute "arbitrage bonds" under Section 148(a) of the Code and the Regulations. In particular, but without limitation, each Borrower agrees to instruct the Bond Trustee with respect to investments in accordance with the Indenture. Each Borrower agrees to pay all of the fees and expenses of a nationally recognized bond counsel, a certified public accountant and any other necessary consultant employed by each Borrower or the Authority in connection with any of the requirements imposed by the Indenture.

Each Borrower shall comply and shall cause the Obligated Group Representative to comply with the requirements of Section 148 of the Code as provided in the Master Indenture.

Each BoiTower agrees to provide to the Bond Trustee, at such time as required by the Bond Trustee and as otherwise required by the Master Indenture, all information reasonably required by the Bond Trustee with respect to Nonpurpose Investments held under the Indenture or otherwise.

Each Borrower covenants and agrees that the average maturity of the Bonds, taking into account the issue price of the various maturities of the Series 2018 Bonds, will not exceed 120 percent of the reasonably expected economic life of the Project, taking into account the respective cost of each item composing the Project Facilities. For purposes of the preceding sentence, the reasonably expected economic life of the Project shall be determined as of the later of (i) the date on which the Bonds are issued or (ii) the date on which the Project is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of the Project.

Each Borrower covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable regulations thereunder, except as permitted by section 149(b)(3) of the Code and such regulations.

Each Borrower elects in the Loan Agreement not to claim depreciation or an investment credit for federal income tax purposes with respect to any portion of the Project Facilities (or any other property financed with the Net Bond Proceeds of any Series 2018 Bonds). Each Borrower will take all actions necessary to make this election binding on all its successors in interest under the Ground Lease. This election shall be irrevocable. Furthermore, each Borrower covenants that no portion of the Project Facilities (or any other property financed with the Net Bond Proceeds of any Series 2018 Bonds) which is subject to the Mortgages will be removed by each Borrower upon the termination of the Ground Lease.

Events of Default

"Event of Default," as used in the Loan Agreement, shall mean any of the following events of which the Bond Trustee has received actual written notice (provided that the Bond Trustee shall be deemed to have received written notice with respect to any event described in paragraph (i) below) unless in each case cured by each Borrower, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or come

C-6

about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(i) if any Borrower shall fail:

A) to make or cause to be made any payment of principal, Redemption Price or interest pursuant to the Loan Agreement or when due under the Loan Agreement or under the terms of the Master Notes issued pursuant to the Loan Agreement; or

B) to make any deposit or other payment required to be made to the Bond Trustee

by to make any deposit or other payment required to be made to the Bond Trustee under the Loan Agreement prior to the earlier of (1) the 15th day following the due date of such deposit or payment in accordance with the terms of the Loan Agreement, or (2) the date on which any payment is required to be made by the Bond Trustee on the Bonds from any such amount; or

(ii) if any Borrower shall fail to observe or perform any covenant or agreement contained in the Loan Agreement or any Obligated Group Financing Document, the Mortgage to which it is a party or the Master Indenture or the Ground Lease and such failure continues for a period of 30 days after written notice of such failure, requiring the same to be remedied, shall have been given by the Bond Trustee to each Borrower, the giving of which notice shall be at the discretion of the Bond Trustee unless the Bond Trustee is requested in writing to do so by the Holders of at least 25% in aggregate principal amount (i) of all Outstanding Senior Bonds, (ii) or if no such Senior Bonds are Outstanding, of all Outstanding Subordinate Class A Obligations, (iii) or if no such Subordinate Class A Obligations are Outstanding, all Outstanding Subordinate Class B Bonds in which event such notice shall be given; provided, however, that if such observance or performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied within such 30-day period but can be done, taken or remedied within a reasonable period of time, no Event of Default shall be deemed to have occurred or to exist if, and so long as, each Borrower shall commence such work, action or other remedy within such 30-day period and shall diligently and continuously prosecute the same to completion; or

(iii) if any warranty, representation, certification, financial statement or other information made or furnished to induce the Authority to enter into the Loan Agreement or allow any Bonds to be issued, or made or furnished, at any time, in or pursuant to the terms of any Obligated Group Financing Document or the Ground Lease by the Group Representative or each Borrower shall prove to have been false or misleading in any material respect when made or furnished and shall result in a Material Adverse Effect and, if capable of being cured, such misrepresentation shall continue uncured for thirty (30) or more days from the discovery thereof; provided, however, that if each Borrower commences efforts to cure such misrepresentation within such thirty (30) day period each Borrower may continue to effect such cure of the misrepresentation and such misrepresentation shall not be deemed an Event of Default if each Borrower is diligently pursuing the cure; or

(iv) if an Event of Default under the Master Indenture shall occur and is not waived

or cured. Remedies on Default

Whenever any Event of Default shall have occurred, the Bond Trustee, or the Authority where so provided in the Loan Agreement, may take any one or more of the following actions:

(i) One or more of the Master Notes issued pursuant to the Loan Agreement and the corresponding obligations of each Borrower under the Loan Agreement may be accelerated or shall be accelerated in the same manner and subject to the same conditions as specified in the Indenture with respect to acceleration of the corresponding Class of Bonds, and, to the extent any Bond is accelerated, the corresponding Master Note shall be accelerated to the same extent.

C-7

(ii) The Authority, without the consent of the Bond Trustee or any Bondholder, may proceed to enforce the obligations of each Borrower to the Authority in respect of the Unassigned Rights.

iii) The Bond Trustee may take whatever action at law or in equity it may have to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of the obligations, agreements, and covenants of each Borrower under Borrower Financing Documents, including, to the extent permitted by applicable law, by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the Project in accordance with such Obligated Group Financing Document

Document

iv) The Bond Trustee may exercise any and all rights it may have under the General Financing Documents, including, without limitation, the requirement that each Borrower obtain the prior written consent of the Bond Trustee to the taking of any action otherwise permitted by the General Financing Documents.

In the event that any Event of Default or any proceeding taken by the Authority or by the Bond Trustee thereon shall be waived or determined adversely to the Authority or the Bond Trustee, then the Event of Default shall be annulled and the Authority, the Bond Trustee and each Borrower shall be restored to their former rights under the Loan Agreement, but no such waiver or determination shall extend to any subsequent or other default or impair any right consequent thereon.

Optional and Extraordinary Prepayment

Each Borrower shall have, and is granted in the Loan Agreement, the option to prepay its obligation under the Loan Agreement as a whole, or in part, at any time by delivering a written notice to the Bond Trustee in accordance with the Indenture, with a copy to the Authority, setting forth the amount to be prepaid, the amount of Bonds requested to be redeemed with the proceeds of such payment (to the extent authorized by and in the manner required by the Master Indenture and the Indenture or any Supplemental Indenture authorizing the issuance of such Bonds), and the date on which such Bonds are to be redeemed. Such prepayment must be sufficient to provide moneys for the payment of interest and Redemption Price in accordance with the terms of the Bonds requested to be redeemed with such prepayment and all other amounts then due under the Borrower Financing Documents. In the event of any complete prepayment of its lease, each Borrower shall, at the time of such prepayment, also pay or provide for the payment of all reasonable or necessary fees and expenses of the Authority, the Bond Trustee and Paying Agent accrued and to accrue through the final payment of all the Bonds.

Any such prepayments shall be applied to the redemption of Bonds in the manner specified in the Indenture and credited against payments due under the Loan Agreement in the same manner.

Each Borrower shall be required to prepay its loan payments under the Loan Agreement in whole or in part to the extent and at the times necessary to effect, a mandatory redemption in the manner and at the times required by the Indenture. Each Borrower may prepay its loan payments under the Loan Agreement in whole or in part to effect an extraordinary optional redemption to the extent, in the manner and at the times permitted pursuant to the Indenture.

Benefit of and Enforcement by Bondholders

The Authority and each Borrower agree that the Loan Agreement is executed in part to induce the purchase by others of the Bonds and for the further securing of the Bonds, and accordingly that all covenants and agreements on the part of the Authority and each Borrower as to the amounts payable with respect to the Bonds and the Master Notes under the Loan Agreement are declared to be for the benefit of the holders from time to time of the Bonds and may be enforced as provided in the Indenture on behalf of the Bondholders by the Bond Trustee.

C-S

APPENDIX D - SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE

[This Page Intentionally Left Blank]

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE

The following is a summary of certain provisions of the Master Indenture, as supplemented. This summary does not purport to be complete and reference to the Master Indenture is hereby made for all of the terms and conditions of the Master Indenture

to the complete and exclusive reference to the Master Indenture is hereby made for all of the terms and conditions of the Master Indenture. Terms used in this Appendix D that are not defined herein shall have the meanings set forth in the Master Indenture or Appendix A.

Defined Terms

"Accounts" shall mean the named and unnamed accounts established within any Fund.

"Act of Bankruptcy" shall mean, with respect to any Person, the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against such Person, under the Federal Bankruptcy Code or any other applicable bankruptcy, insolvency, reorganization or similar law, now or thereafter in effect; provided, however, that no involuntary petition in bankruptcy, or appointment of a trustee, custodian or receiver, without the consent of such Person, shall constitute an Act of Bankruptcy until one hundred and twenty (120) days shall have elapsed from the date of filing thereof, during which time such Person has been unable to obtain the dismissal of the petition or appointment.

"Additional Obligations" shall mean Obligations other than those initially issued pursuant to the Master Indenture.

"Additional Property" shall mean a property which is neither a Project nor a Mortgaged Property but from which some or all of the net revenue is pledged under the Master Indenture, each of which Additional Properties is required to be listed on Schedule B of the Master Indenture, as the same may be redelivered from time to time as provided in the Master Indenture.

"Affiliate" shall mean, with respect to any Person, another Person which controls, is controlled by or is under common control with such Person.

"Allocable Bonds" shall mean that portion of a Series of Bonds (which may be all such Bonds or less than all) that has been allocated in the Related Financing Documents or in a Supplemental Indenture to a particular Project.

"Annual Maintenance Reserve Fund Deposit" shall mean initially an amount equal to SO. 13 times the aggregate number of square feet of building space at all Projects, all Mortgaged Properties and all Additional Properties, as such number may or shall be adjusted as permitted or required by the Master Indenture.

"Architectural Consultant" shall mean an Independent architect, engineer, firm of architects or engineers, other third party consultant or firm of third party consultants which is appointed by the Group Representative for the purpose of passing on questions relating to the design and construction of any particular facility, has all licenses and certifications necessary for the performance of such services and has, in the reasonable opinion of the Group Representative, a favorable reputation for skill and experience in performing similar services in respect of facilities of a comparable size and nature.

"Authorized Representative" shall mean, with respect to any particular action to be taken by or on behalf of a Member, any officer of such Member or of the entity in control of such Member who is authorized to take such action pursuant to a certified resolution duly adopted by its board or other Governing Person, a copy of which shall be filed with the Master Trustee, and, with respect to the Master Trustee, shall mean any authorized trust officer.

"Bankruptcy Code" shall mean Title 11 of the United States Code, 11 U.S.C. §§101 et seq., as amended from time to time.

"Bond Counsel" shall mean an attorney or firm of attorneys selected by the Group Representative and not unacceptable to the Master Trustee, recognized, by inclusion in the listing of attorneys in the Bond Buyer's Municipal Market Place as most recently issued, as nationally expert in the field of municipal finance.

13-1

"Bond Trustee" shall mean the trustee for the holders of any Series of Bonds.

"Bond Year" shall mean each one-year period that ends at the close of business on the day selected by the Group Representative, initially June 30 of each year. The first and last Bond Years may be short periods. If no day is selected by the Group Representative before the earlier of the date the last Bond is discharged or the date that is five years after the date of delivery of the Bonds, Bond Years shall end on each anniversary of the date of delivery of the Bonds and on the date the last Bond is discharged. Different Series of Bonds may have different Bond Years if the Master Trustee and the applicable Bond Trustees are so notified in writing

"Bonds" shall mean any one of the obligations of a governmental issuer secured by an Obligation issued under the Master Indenture and issued to finance or refinance a Project.

"Budgeted Operation and Maintenance Amount" shall mean the aggregate budgeted Operation and Maintenance Expenses for one or more Projects, Members, Mortgaged Properties or the Obligated Group, as the context requires, for any particular Fiscal Year as certified to by an Authorized Representative of the Group Representative.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in Montreal, Canada, Chicago, Illinois, Annapolis, Maryland, New York, New York and/or the cities in which the principal corporate trust or principal operations offices of the Master Trustee and the Bond Trustee to whom a payment is to be made, as applicable, are located are authorized or obligated by law or executive order to be closed or the New York Stock Exchange is closed.

"Capital Costs" shall mean costs related to improvements to capital assets of the Members.

"Class" shall mean a particular level of subordination of Notes or other Obligation, "Senior" being the most senior level, "Subordinate Class A" being the next level of subordination and "Subordinate Class B" being the most subordinate level.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Computation Date" shall mean an Installment Computation Date or the Final Computation Date.

"Confirmation of Rating" shall mean a written confirmation obtained prior to the event or action under scrutiny from each Rating Agency then rating any Bonds to the effect that, following the proposed action or event under scrutiny at the time such confirmation is sought, the rating of such Rating Agency on such Bonds will not be reduced or withdrawn.

"Consultant" or "Independent Consultant" shall mean an Independent consulting firm which is appointed by the Group Representative at its expense and is not unacceptable to the Master Trustee for the purpose of passing on questions relating to the financial affairs, management or operations of one or more Members or the entire Obligated Group, is nationally recognized for its expertise and has, in the reasonable opinion of the Group Representative, a favorable reputation for skill and experience in performing similar services in respect of entities engaged in reasonably comparable endeavors and, in particular, in the market analysis of airport support facilities, including air cargo facilities. If any Consultant's report or opinion is required to be given with respect to matters partly within and partly outside the expertise of any Consultant, such Consultant may rely upon the report or opinion of another Consultant possessing the necessary expertise.

"Consultant's Report" means a written report of an Independent Consultant.

"Counsel" shall mean a licensed attorney at law or law firm (which may include counsel to a Member).

"Current Estimated Tenant Improvement Requirement" shall mean for each Member, the amount the Member reasonably projects to be needed to fund estimated Tenant Improvements at its properties in the then current Fiscal Year and the next Fiscal Year (as provided by the Group Representative as provided in the Master Indenture).

D-2

"Current Operations Fund" shall mean the Fund of the Obligated Group established with the Master Trustee pursuant to the Master Indenture in accordance with the requirements of the Master Indenture, into which the Master Trustee shall deposit moneys as required by the Master Indenture.

"Debt Service" shall mean the principal and redemption price of and interest due on or under a Note or other Obligation.

"Debt Service Coverage Ratio" shall mean, for the period of time for which it is calculated for all Obligations (other than the Subordinate Class B Obligations), the ratio determined by dividing (a) a numerator equal to the Revenues Available for Debt Service for such period by (b) a denominator equal to the sum of the Debt Service Requirements with respect to all Indebtedness on a parity

for such period by (c) a denominator equal to the sum of the Debt Service Requirements with respect to all Indebtedness on a parity with or senior to the Subordinate Class A Obligations (with respect either to security or to payment or to both) for such period, plus any amounts then required to be deposited in the Debt Service Reserve Funds to meet the Debt Service Reserve Requirements for all Bonds.

"Debt Service Fund" means the special fund established with the Master Trustee pursuant to the Master Indenture in accordance with the requirements of the Master Indenture.

"Debt Service Requirements" shall mean, for any specified period, (a) the amounts payable to the Holders of Obligations (or to any trustee or paying agent for such Holders) in respect of the principal of any or all Obligations under the Master Indenture (including scheduled mandatory redemptions (or other scheduled prepayments) of principal) and the interest on such Obligations, and (b) the amounts payable to any or all holders of Indebtedness other than Obligations (or to any trustee or paying agent for such holders) in respect of the principal of such Indebtedness (including scheduled mandatory redemptions or prepayments of principal) and the interest on such Indebtedness. Notwithstanding the foregoing, the amounts deemed payable in respect of any Indebtedness shall not include interest which is funded from the proceeds thereof or any amounts payable from funds available (without reinvestment) in a Qualified Escrow (other than amounts so payable solely by reason of a Member's failure to make payments from other sources). In addition, calculations of Debt Service Requirements shall be subject to adjustment as and to the extent permitted or required by the Master Indenture. Notwithstanding the foregoing, in no event shall the Debt Service Requirements be calculated as including amounts paid or due on any Outstanding or contemplated Subordinate Class B Obligations or any other Indebtedness, outstanding or contemplated, which is subordinate to the Subordinate Class A Obligations.

"Debt Service Reserve Fund" shall mean each reserve fund established under the Related Financing Documents for a Project financed with a Series of Bonds (or under the Master Indenture, to the extent required pursuant to the Master Indenture and any Supplemental Indenture) to secure such Bonds in at least the amount of the Debt Service Reserve Requirement. Any Debt Service Reserve Fund may be funded with monies, a Credit Facility or any combination of the same.

"Debt Service Reserve Requirement" shall mean with respect to each Series of Senior Bonds and of Subordinate Class A Bonds secured by Obligations issued under the Master Indenture, an amount equal to fifty percent (50%) (unless and until such date as the Master Trustee has received a Notice of Reserve Fund Increase, after which date it shall be equal to one hundred percent (100%) until such time as the Master Trustee has received a Notice of Reserve Fund Decrease) of the maximum annual debt service requirements for such Series of Bonds, as may be further specified in the Related Financing Documents, but in the case of any issue of Tax Exempt Bonds for purposes of Section 148 of the Code, in no event greater than the least of (i) the maximum annual principal and interest requirements of such Tax Exempt Bonds, (ii) 10% of the Sale Proceeds and (iii) 125% of the average annual principal and interest requirements of such Bonds; provided, however, that with respect to the Senior Bonds to be issued September 13, 2012 by the Public Finance Authority, the Debt Service Reserve Requirement shall be \$100,000 in excess of the calculated Debt Service Reserve Requirement except to the extent the same would be in excess of the sizing limitations expressed above imposed under Section 148 of the Code.

"Defeasance Collateral" shall mean:

(a) non-callable direct obligations of the United States of America, non-callable and non-prepayable direct federal agency obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America, non-callable direct obligations of the United States of America which have been stripped by the United States Treasury itself or by any Federal Reserve Bank (not including "CATS," "TRS" and "TIGRS") and the interest components of REFCORP bonds for which the underlying bond is non-callable (or non-callable before the due date of such interest component) and for which separation of

D-3

principal and interest is made by request to the Federal Reserve Bank of New York in book-entry form, and shall exclude investments in mutual funds and unit investment trusts;

b) non-callable obligations the timely payment of principal and interest on which are fully and unconditionally guaranteed by the United States of America; and

c) bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state (i) which are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice (ii) timely

irrevocable notice has been given by the issuer to call such bonds or obligations on the date specified in the notice; (ii) timely payment of which is fully secured by a fund consisting only of cash or obligations of the character described in clause (a) or (b) which fund may be applied only to the payment when due of such bonds or other obligations, and (iii) which are rated at least "AA+" by Standard & Poor's or Fitch or at least "Aa3" by Moody's Investors Service.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including, but not limited to, those related to Hazardous Materials, hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Event of Default" shall mean any event of default under the Master Indenture, as defined in the Master Indenture.

"Facility Surplus Fund" means the named Fund with such name established with the Master Trustee pursuant to the Master Indenture, in accordance with the requirements of the Master Indenture.

"Final Computation Date" shall have the meaning ascribed thereto in the Regulations.

"Final Release Conditions" shall have the meaning set forth in the Master Indenture.

"Fiscal Year" shall mean a period of twelve consecutive months ending on June 30 or on such other date as may be specified in an Officer's Certificate delivered to the Master Trustee.

"Fitch" means Fitch Ratings, and its successors and assigns.

"Fund" shall mean any of the named Funds required to be established by the Master Trustee pursuant to the Master Indenture.

"General Account" shall mean the Account with such name within the Revenue Fund, established with the Master Trustee pursuant to the Master Indenture, in accordance with the requirements of the Master Indenture.

"Governing Person" shall mean the governing board of an entity or such other Person having control over the actions or determinations of an entity or other Person.

"Government Obligations" shall mean:

i) direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America;

ii) evidences of ownership of a proportionate interest in specified direct obligations of, or specified obligations the timely payment of the principal of and the interest on which are unconditionally and fully guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian;

iii) obligations issued by the Resolution Funding Corporation pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (the "FIRRE Act"), (A) the principal of which obligations is payable when due from payments of the maturing principal of non-interest bearing direct obligations of the United States of America which are issued by the Secretary of the Treasury and deposited in the Funding Corporation Principal Fund established pursuant to the FIRRE Act, and (B) the interest on which obligations, to the

D-4

extent not paid from other specified sources, is payable when due by the Secretary of the Treasury pursuant to the FIRRE Act; and

(iv) obligations which are (A) issued by any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, (B) fully secured as to principal and interest by obligations described in clause (i), (ii) or (iii) above and (C) rated at the time of purchase in one of the two highest ratings categories by Moody's, Fitch and Standard & Poor's (or, upon discontinuation of either rating service, by such other nationally recognized rating service or services as may be acceptable to the Master Trustee)

the Master Trustee).

"Gross Proceeds" means the sum of all Proceeds and "replacement proceeds," as defined in Section 148 of the Code and Section 1.148- 1(b) of the Regulations.

"Gross Revenues" shall mean Net Revenues from Additional Properties, if any, and all operating and non-operating revenues, receipts and income of each Member (provided that distributions to the Special Limited Member from the Facility Surplus Fund shall not constitute Gross Revenues) and all rights to receive the same, whether in the form of accounts receivable, contract rights, chattel paper, instruments, general intangibles or other rights and all proceeds thereof, including insurance proceeds and condemnation awards, whether now existing or hereafter coming into existence and whether now owned or hereafter acquired and all amounts contributed to the capital of a Member by its owners.

"Ground Lease" shall mean any one of the ground leases under which a Member holds its leasehold interest in the ground that is part of any Project, any Mortgaged Property or any Additional Property.

"Group Representative" shall mean Transportation Infrastructure Properties, LLC and its successors and assigns, including, without limitation, any other Member of the Obligated Group which shall have been designated to assume the responsibilities of the Group Representative pursuant to the Master Indenture.

"Hazardous Material" means any and all pollutants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge spillage, seepage, or filtration of which is or shall be restricted, prohibited or penalized by any applicable law (including, without limitation, asbestos, urea formaldehyde foam insulation and polychlorinated biphenyls).

"Hedge" means an agreement being entered into with a counterparty (or whose obligation to make payment are credit enhanced or guaranteed by an entity) that, on the date the Hedge is entered into has an investment grade long term credit rating from at least one Rating Agency, in order to hedge or manage the interest payable, whether at a fixed interest rate or variable interest rate, on all or a portion of any Indebtedness, which agreement may include, without limitation, an interest rate swap, basis swap, a forward or futures contract, a commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transactions (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures and which arrangement does not constitute an obligation to repay money borrowed, credit extended or the equivalent thereof.

"Holder" shall mean, as the context requires, any Noteholder or other obligee on an Obligation, and shall include successors or assigns. In the case of an Obligation issued to a trustee or other fiduciary acting on behalf of the holders of any bonds, notes, certificates or other similar obligations which are secured by such Obligation, the term Holder shall mean the trustee or other fiduciary or, if so provided in the Related Financing Documents, the holders of the bonds, notes, certificates or other obligations in proportion to their respective interests therein or, if so required in such Related Financing Documents, the Qualified Credit Provider under such Related Financing Documents as defined therein.

"Indebtedness" shall mean and include: (a) except as provided later in this definition, all Obligations; and (b) any additional obligation for the payment of money to a Person other than a Member, which obligation is incurred, assumed or guaranteed by a Member and is in the form of (i) a loan, (ii) a capitalized lease, installment sale agreement or other comparable arrangement to provide for the acquisition, renovation or construction of capital assets, or (iii) any other extension of credit by a third party which is properly treated as indebtedness under generally

D-5

accepted accounting principles; provided that Indebtedness shall not include any Note or other Obligation issued to secure a Hedge.

"Independent" shall mean a Person who is not (i) a Governing Person, (ii) a member of the governing board of any Member or Governing Person, (iii) an officer or employee of any Member, or (iv) a Person having a partner, director, officer, member, or substantial stockholder who is a member of the board of any Member or who is a Governing Person or an officer or employee of a Member or Governing Person; provided, however, that the fact that such Person is retained regularly by or transacts business with a Member shall not make such Person an employee within the meaning of this definition

Member shall not make such Person an employee within the meaning of this definition.

"Independent Director" or "Independent Manager" shall mean a Person who is not at the time of initial appointment, or at any time while serving as a director or manager, as applicable, and has not been at any time during the preceding five (5) years: (a) a stockholder, director (with the exception of serving as the Independent Director or Independent Manager), officer, employee, partner, member, manager, contractor, attorney or counsel of the Member or any Affiliate thereof; (b) a customer, creditor, supplier or other person who derives any of its purchases or revenues from its activities with the Member or any Affiliate thereof; (c) a Person controlling or under common control with any such stockholder, director, officer, partner, member, manager, contractor, customer, creditor, supplier or other Person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, manager, contractor, customer, creditor, supplier or other Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

"Independent Public Accountant" shall mean an Independent accounting firm which is appointed by the Group Representative for the purpose of examining and reporting on or passing on questions relating to the financial statements of one or more Members or the entire Obligated Group, has all certifications necessary for the performance of such services and has a favorable reputation for skill and experience in performing similar services in respect of entities engaged in reasonably comparable endeavors.

"Installment Computation Date" means the last day of the fifth Bond Year and each succeeding fifth Bond Year.

"Investment Proceeds" shall have the meaning ascribed to such term in the Code.

"Investment Securities" shall mean and include any of the following to the extent the same are legal investments under the laws of any applicable jurisdiction:

i) cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations);

ii) Government Obligations;

iii) obligations of the following federal agencies so long as such obligations are backed by the full faith and credit of the United States of America: (a) U.S. Export-Import Bank (Eximbank), (b) Rural Economic Community Development Administration, (c) Federal Financing Bank, (d) General Services Administration, (e) U.S. Maritime Administration, (f) U.S. Department of Housing and Urban Development (PHAs) (g) Small Business Administration, (h) Government National Mortgage Association (GNMA), (i) Federal Housing Administration, and (j) Farm Credit System Financial Assistance Corporation;

iv) direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America: (a) senior debt obligations rated in the highest long-term rating category by at least two nationally recognized rating agencies issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), (b) senior debt obligations of the Federal Home Loan Bank System, and (c) senior debt obligations of other United States government sponsored agencies bearing the same or higher ratings as Government Obligations;

v) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which either (a) have a rating on their short-term certificates of deposit on the date of purchase in the highest short-term rating category of at least two nationally recognized rating agencies, (b) are

D-6

insured at all times by the Federal Deposit Insurance Corporation or (c) are collateralized with Government Obligations at 102% of the value thereof, valued daily. All such certificates must mature no more than 360 days after the date of purchase (Ratings on holding companies are not considered as the rating of the bank);

vi) commercial paper which is rated at the time of purchase in the highest short-term rating category of at least two nationally recognized rating agencies and which matures not more than 270 days after the date of purchase;

vii) investments in (a) money market funds registered under the Investment Company Act of 1940, as amended whose shares are registered under the Securities Act of 1933 as amended and rated in the highest short-term rating

amended, whose shares are registered under the Securities Act of 1933, as amended, and rated in the highest short-term rating category of at least two nationally recognized rating agencies, including, without limitation, funds for which the Master Trustee, its Affiliates and subsidiaries provide investment advisory or other management services, and (b) public sector investment pools operated pursuant to SEC Rule 2a-7 in which the issuer's deposit shall not exceed 5% of the aggregate pool balance at any time and such pool is rated in one of the two highest short-term rating categories of at least two nationally recognized rating agencies;

viii) pre-funded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest long-term rating category of at least two nationally recognized rating agencies (without regard to gradations), or (b)(1) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (viii) on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

ix) general obligations of states with a short-term rating in one of the two highest rating categories and a long-term rating in one of the two highest rating categories of at least two nationally recognized rating agencies. In the event such obligations are variable rate obligations, the interest rate on such obligations must be reset not less frequently than annually;

x) investment agreements with a Qualified Investment Provider;

xi) other forms of investments (including repurchase agreements) approved in writing by a Qualified Financial Institution providing a Credit Facility or not unacceptable to the Rating Agencies then rating any Bonds;

xii) repurchase agreements relating to securities described in clauses (i), (ii), (iii), (iv), (vi), (viii) and (ix) above, with a Qualified Investment Provider which agreement shall provide that (A) such securities have a value of at least 103% (valued on each interest payment date for the Bonds) of the specified repurchase price and are deposited with the Master Trustee or with a third party custodian approved by, and in accordance with documentation satisfactory to, the Master Trustee, (B) the provider will repurchase such securities without penalty upon request of the Master Trustee in order to use the proceeds for any purpose for which the Fund from which the investment was made may be used, (C) if such rating falls below "A3" or "A-", respectively by either Moody's and Standard & Poor's, the provider must notify the Trustee and repurchase such securities without penalty within five (5) Business Days of such downgrade and (D) the Master Trustee is expressly authorized to liquidate such securities in the event of the insolvency of the provider or the commencement by or against the provider of a case under the federal Bankruptcy Code or the appointment or taking possession by a trustee or custodian of the assets of the provider; and

xiii) a guaranteed investment contract with a defined termination date, secured by Government Obligations or other security not unacceptable to the Rating Agencies then rating the Bonds in an amount at least equal to the amount invested under the contract and pledged to the Master Trustee.

D-7

"Joinder Agreement" shall mean a written instrument by which a Person becomes a Member and thereby becomes subject to the Master Indenture in accordance with the terms and provisions of the Master Indenture.

"Limited Special Purpose Entity" shall mean a corporation, limited partnership or limited liability company which at all times from and after the date of execution of the Master Indenture:

a) is organized solely for the purpose of (i) acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating one of the Projects, Mortgaged Properties or Additional Properties, entering into the Master Indenture and consummating the transactions contemplated by the Master Indenture and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing; or (ii) acting as a general partner of a limited partnership that is a Member or as a member or manager of a limited liability company that is a Member;

b) is not engaged and will not engage in any business unrelated to (i) the acquisition, development, ownership,

c) is not engaged and will not engage in any business unrelated to (i) the acquisition, development, ownership, management or operation of one of the Projects, Mortgaged Properties or Additional Properties or (ii) acting as a general partner of a limited partnership that is a Member or as a member or manager of a limited liability company that is a Member;

c) does not have and will not have any assets other than those related to the Projects, Mortgaged Properties or Additional Properties or its partnership interest in the limited partnership or the membership interest in the limited liability company that is a Member, as applicable;

d) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of partnership or membership interests (if such entity is a general partner in a limited partnership or a member in a limited liability company) or amendment of its limited partnership agreement, articles of incorporation, articles of organization, certificate of formation or operating agreement (as applicable) with respect to the matters set forth in this definition;

e) if such entity is a corporation, has at least one (1) Independent Director, and has not caused or allowed and will not cause or allow the board of directors of such entity to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors unless the Independent Director shall have participated in such vote;

f) if such entity is a limited liability company or partnership, it is fully controlled by the Special Limited Member;

g) is and will remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and is maintaining and will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

h) has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(i) has maintained and will maintain its accounts, books and records separate from any other Person

and will file its own tax returns, except to the extent that it is required to file consolidated tax returns by law;

(j) has maintained and will maintain its own records, books, resolutions and agreements;

(k) other than as contemplated by the Master Indenture has not commingled and will not commingle its funds or assets with those of any other Person;

(l) has held and will hold its assets in its own name;

(m) has conducted and will conduct its business in its name, except for services rendered under the Management Agreement so long as the manager, or equivalent thereof, under such Management Agreement holds itself out as an agent of the Member or the Obligated Group;

D-8

(n) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(o) has paid and will pay its own liabilities and expenses, including the salaries of its own employees, if any, out of its own funds and assets except as provided in the Master Indenture, and to the extent it has employees, has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

(p) has observed and will observe all partnership, corporate or limited liability company formalities, as applicable;

(q) has and will have no Indebtedness other than (i) the Indebtedness permitted hereby, (ii) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Project and the routine administration of the Member including

course of business relating to the ownership and operation of the Project and the routine administration of the Member including equipment leasing and financing and other short term unsecured indebtedness, in amounts not to exceed four percent (4%) of the principal balance of the Bonds which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, and (iii) such other liabilities that are permitted pursuant to the Master Indenture;

(r) has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except as permitted pursuant to the Master Indenture;

(s) has not and will not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;

(f) has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;

(u) to the extent it has such items, maintains and uses and will maintain and use separate stationery, invoices and checks bearing its name. The stationery, invoices, and checks utilized by the Limited Special Purpose Entity or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being the Limited Special Purpose Entity's agent;

(v) has not pledged and will not pledge its assets for the benefit of any other Person except as permitted by the Master Indenture;

(w) has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person, and will not take any actions through an Affiliate except for actions taken by an Affiliate which is the Manager rendered under a Management Agreement with such Affiliate that complies with the terms contained in Subsection (aa) below, so long as the Manager, or equivalent thereof, under such Management Agreement holds itself out as an agent of the Member;

(x) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(y) has not made and will not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than cash and investment grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

(z) has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;

(aa) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except (A) in the ordinary course of its business and on terms which

D-9

are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's length transaction with an unrelated third party, (B) the Management Agreement, and (C) in connection with the Master Indenture:

(bb) has not and will not have any obligation to, and will not, indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Bonds and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Bonds is insufficient to pay such obligation;

(cc) if such entity is a corporation, it shall consider the interests of its creditors in connection with all corporate actions;

(dd) does not and will not have any of its obligations guaranteed by any Affiliate other than as contemplated by the Master Indenture; and

(ce) has complied and will comply with all of the terms and provisions contained in its Organizational Documents. The statement of facts contained in its Organizational Documents are true and correct and will remain true and correct.

"Maintenance Expenses" shall mean all reasonable and necessary expenses of any Member in maintaining the physical plant

"Maintenance Expenses" shall mean all reasonable and necessary expenses of any Member in maintaining the physical plant of any Project, Mortgaged Property or Additional Property and may include repair items that are capitalizable.

"Maintenance Expense Certification" shall mean the certification of the Group Representative described in the Master Indenture.

"Maintenance Reserve Fund" shall mean the Maintenance Reserve Fund established in the Master Indenture in accordance with the requirements of the Master Indenture.

"Majority Applicable Holders" shall mean in the case of consent or direction to be given under the Master Indenture, the Holders of the majority in aggregate principal amount of Outstanding Senior Obligations or, (i) if no Senior Obligation remains Outstanding, or (ii) if the Holders of the Outstanding Senior Obligations have so consented pursuant to a Special Senior Consent, the Holders of the majority in aggregate principal amount Outstanding of Subordinate Class A Obligations, or (iii) if no Senior Obligation and no Subordinate Class A Obligation remains Outstanding, the Holders of the majority in aggregate principal amount Outstanding of Subordinate Class B Obligations.

"Management Agreement" shall mean the management contract or contracts relating to the Projects, Mortgaged Property and Additional Property, initially, the Amended and Restated Master Management Agreement by and between CalEast Air Cargo, LLC and Aeroterm US, Inc., dated June 26, 2007, as the same may be required to be redelivered from time to time upon a change in the Manager of any Project, Mortgaged Property or Additional Property or upon a new Project, Mortgaged Property or Additional Property being added.

"Manager" shall mean, initially, with respect to all the Projects and all the Mortgaged Properties, Aeroterm U.S., Inc., a Delaware corporation, and its successors and permitted assigns with respect to one or more of the Projects, Mortgaged Properties or Additional Properties.

"Material Adverse Effect" shall mean (a) a material adverse change in the financial condition of any Member, Project or Mortgaged Property; or (b) any event or occurrence of whatever nature which would materially and adversely change (i) any Member's ability to perform its obligations under the Related Ground Lease, the Master Indenture or any Related Financing Documents; or (ii) the Holder's or the Master Trustee's security interests in the security pledged under the Master Indenture.

"Maximum Annual Debt Service Requirements" shall mean, for any or all Indebtedness as specified as of the date of calculation, the highest annual Debt Service Requirements payable during the then current or any succeeding Fiscal Year over the remaining term of all Obligations issued under the Master Indenture (or over such shorter test period as specified for the calculations). If any calculation of Revenues Available for Debt Service as a percentage of Maximum Annual Debt Service Requirements is required to be made for any period ending between the date of incurrence of any Indebtedness to finance or refinance any construction or renovation and the completion

D-10

date of such construction or renovation, the Maximum Annual Debt Service Requirements to be used for the purpose of such calculation shall be deemed equal to the sum of (a) the Maximum Annual Debt Service Requirements on all specified Indebtedness, excluding the Indebtedness or proposed Indebtedness incurred or to be incurred to finance or refinance such construction or renovation, and (b) the Debt Service Requirements on such excluded Indebtedness for the period in question. In addition, notwithstanding the foregoing, in no event shall the Maximum Annual Debt Service Requirements be calculated as including amounts paid or due on any Outstanding or contemplated Subordinate Class B Obligations or any other Indebtedness, outstanding or contemplated, which is subordinate to the Subordinate Class A Obligations.

"Member" shall mean (a) the Initial Members, the Special Limited Member, and any other Person which has become a Member in accordance with the provisions of the Master Indenture, whether or not such Person has issued any Obligations under the Master Indenture, and (b) when used in respect of any particular Obligation financing one or more Projects or other Indebtedness, shall mean the Member or each Member owning a Project or Projects financed by such Obligation thereunder.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns.

"Mortgage" shall mean a mortgage or deed of trust and an included or separate assignment of rents together with such other security documents as shall be executed to effect a security interest of the Master Trustee in a Project or Mortgaged Property.

"Mortgaged Property" shall mean any property that is not a Project but that is covered by a Mortgage

~~Mortgaged Property~~ shall mean any property that is not a Project but that is covered by a mortgage.

"Net Proceeds," when used with respect to any damage, destruction, condemnation or loss of title, means the gross proceeds from any insurance relating to damage or destruction of any Project or Mortgaged Property or condemnation award with respect to any condemned Project or Mortgaged Property or realization of title insurance with respect to any deficiency or loss of title to any Project or Mortgaged Property, remaining after the payment of all expenses (including attorneys' fees and any expenses of the Master Trustee) incurred in the collection of such gross proceeds, whether paid to the Member or to the landlord under the Related Ground Lease, but in the case of amounts paid to such landlord, shall include only those amounts to be made available for replacement or repair of such Project or Mortgaged Property or for the repayment of Bonds or Indebtedness.

"Net Revenues from Additional Properties" shall mean the sum of the amount of revenues derived from the properties required to be listed on Schedule B (if any) Master Indenture from time to time after payment of all operating expenses, impositions and debt service required to be paid from such revenues prior to the owner of each such property taking any profit therefrom.

"Nonmember Affiliate" means any Person who is an Affiliate and not a Member of the Obligated Group.

"Nonpurpose Investment" shall have the meaning ascribed to such term in the Code.

"Note" shall mean any note issued under the Master Indenture by one or more Members to evidence Indebtedness incurred pursuant to the terms of the Master Indenture or to secure a Member's obligations pursuant to a Hedge.

"Noteholder" shall mean the Person in whose name the Note is registered pursuant to the Master Indenture. "Notice of

Reserve Fund Decrease" shall have the meaning set forth in the Master Indenture. "Notice of Reserve Fund Increase" shall

have the meaning set forth in the Master Indenture. "Obligated Group" shall mean all Members.

"Obligation" shall mean any Note issued under the Master Indenture and any additional form or forms of Obligations created pursuant to the Master Indenture, including any Obligation issued to secure a Hedge.

"Officer's Certificate" shall mean a certificate or report signed by an Authorized Representative of the appropriate Member of the Obligated Group. When an Officer's Certificate is required under the Master Indenture

D-11

to set forth matters relating to more than one Member of the Obligated Group, such Officer's Certificate shall be signed by an Authorized Representative of the Group Representative.

"Operating Revenues" shall mean Gross Revenues derived from the operation of a Project or Mortgaged Property or Additional Property.

"Operation and Maintenance Expenses" shall mean all Maintenance Expenses and Capital Costs and reasonable and necessary expenses of any Member of operating any Project, Mortgaged Property or Additional Property (including, without limitation, all fees and any out-of-pocket expenses reimbursed to any Manager under the terms of the applicable Management Agreement and all leasing commissions), including amounts due with respect to personal property secured as permitted in the Master Indenture, but shall not include (i) depreciation charges, or adjustments for straight-line amortization of ground rental expense, amortization of purchase price allocated to below market leases, amortization of purchase price allocated to above market ground leases, bad debt expense or straight-line amortization of rental revenue, (ii) amortization of principal, premium or discount and interest on Obligations or Bonds or other Indebtedness (except amounts due with respect to personal property secured as permitted in the Master Indenture), and (iii) taxes on net income, taxable income, book income, net revenues, gross receipts, profits, equity, net book value, net worth or any combination thereof of such Member.

"Opinion of Bond Counsel" shall mean a written opinion of Bond Counsel.

"Opinion of Counsel" shall mean an opinion or opinions in writing, signed by legal counsel acceptable to the Master Trustee who, unless otherwise specified, may be counsel to a party to the Related Financing Documents or to a Member of the Obligated Group. As to any factual matters involved in an Opinion of Counsel, such counsel may rely, to the extent that they deem such reliance proper, upon a certificate or certificates setting forth such matters which have been signed by an official, officer, general partner or

proper, upon a certificate or certificates setting forth such matters which have been signed by an official, officer, general partner or authorized representative of a particular Person.

"Organizational Documents" shall mean for any Member the organizational documents governing its creation, existence and actions, as in effect on the date in question.

"Outstanding" shall mean (a) in the case of Notes, all Notes issued, authenticated and delivered under the Master Indenture other than (i) Notes as to which all required payments of principal, premium and interest have been fully paid or have been duly provided for pursuant to the Master Indenture, and (ii) Notes surrendered to and required to be cancelled by the Master Trustee or otherwise replaced, as provided in the Master Indenture, and (b) in the case of any other Obligations, all such Obligations issued under the Master Indenture unless the Master Trustee has received from the Holder thereof a written release of all claims thereunder against the signer and all other Members.

"Permitted Encumbrances" shall mean those encumbrances enumerated in the Master Indenture. "Permitted Liens"

shall mean those liens enumerated in the Master Indenture.

"Permitted Subsidiaries" shall mean entities 100% controlled by the Special Limited Member and, which own directly or indirectly all or a portion of the equity in any Member (besides the Special Limited Member), including, initially, CAC Air Holding, LLC, Aero CAC SPE Corp., Aero CAC II SPE Corp., Aero HE, LLC, and Aero O'Hare Holdings, LLC.

"Person" shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, a governmental unit or an agency, political subdivision or instrumentality thereof or any other group or organization of individuals.

"Prepaid Rent" shall mean any rent (less any sales or similar taxes due and payable on such rent) paid by subtenants of Members more than 30 days in advance of its due date.

"Prepaid Rent Account" shall mean the Account with such name, within the Revenue Fund, established with the Master Trustee pursuant to the Master Indenture, in accordance with the requirements of the Master Indenture.

"Proceeds" shall mean the Sale Proceeds and Investment Proceeds of the Bonds.

D-12

"Project" shall mean a group of facilities for which a Member is the ground lessee financed by one or more Series of Bonds.

"Projected Debt Service Coverage Ratio" shall mean, for the period of time for which it is calculated for all Obligations, the ratio determined by dividing (a) a numerator equal to the Projected Revenues Available for Debt Service for such period by (b) a denominator equal to the sum of the Debt Service Requirements for all Indebtedness (including those for proposed Indebtedness to the extent provided in the definition of "Maximum Annual Debt Service Requirements" and using the expected amortization schedule for the proposed Indebtedness) for such period plus any amounts reasonably expected to be required to be deposited in the Debt Service Reserve Funds for all Bonds (including Bonds expected to be issued). Notwithstanding the foregoing, in no event shall the Projected Debt Service Coverage Ratio be calculated as including amounts paid or due on any Outstanding or contemplated Subordinate Class B Obligations or any other Indebtedness Outstanding or contemplated which is subordinate to the Subordinate Class A Obligations.

"Projected Revenues Available for Debt Service" shall mean "Revenues Available for Debt Service" for one or more Members, a Project or the Obligated Group, as the context requires, where the Total Revenues and expenses are projected for a future period using reasonable, consistently applied and stated assumptions including reasonable assumptions as to the revenues to be generated by the new or renovated facility which is anticipated to be financed by the proposed Indebtedness, which assumptions shall be based on leases in place at the time of financing and renewals of in-place leases at the average renewal rate over the prior 36 months.

"Projected Senior Debt Service Coverage Ratio" shall mean, for the period of time for which it is calculated for all Senior Obligations, the ratio determined by dividing (a) a numerator equal to the Projected Revenues Available for Debt Service for such period by (b) a denominator equal to the sum of the Debt Service Requirements for all Senior Obligations (including those for proposed Indebtedness to the extent provided in the definition of "Maximum Annual Debt Service Requirements" and using the expected amortization schedule for the proposed Indebtedness) for such period plus any amounts reasonably expected to be required

expected amortization schedule for the proposed indebtedness, for such period, plus any amounts reasonably expected to be required to be deposited in the Debt Service Reserve Funds for all Bonds secured by Senior Obligations (including any such Bonds expected to be issued).

"Qualified Distribution Notice" shall have the meaning set forth in the Master Indenture.

"Qualified Escrow" shall mean a segregated escrow fund or other similar fund or account which (a) is irrevocably established as security for Indebtedness previously incurred and then outstanding (herein referred to as "Prior Indebtedness") or for Indebtedness, if any, then to be incurred to refund outstanding Prior Indebtedness (herein referred to as "Refunding Indebtedness"), (b) is held by the holder of the Prior Indebtedness or Refunding Indebtedness secured thereby or by a trustee or agent acting on behalf of such holder and is subject to a perfected security interest in favor of such holder, trustee or agent, (c) is held in cash or invested in obligations described in subparagraph (i), (ii), (iii) or (iv) of the definition of Investment Securities, and (d) is required by the documents establishing such fund or account to be applied toward a Member's payment obligations in respect of the Prior Indebtedness, provided that, if the fund or account is funded in whole or in part with the proceeds of Refunding Indebtedness, the documents establishing the same may require specified payments of principal or interest (or both) in respect of the Refunding Indebtedness to be made from the fund or account prior to the date on which the Prior Indebtedness is repaid in full.

"Qualified Financial Institution" shall mean a bank, trust company, national banking association, insurance company, other financial services company or government or quasi-governmental agency whose unsecured long term debt obligations (in the case of a bank, trust company, national banking association, other financial services company, government or quasi-governmental agency) or whose claims paying abilities (in the case of an insurance company) are rated in any of the three highest rating categories (without regard to gradation) by one or more of Moody's, Fitch and Standard & Poor's (i.e., the equivalent of A or higher) (or, upon discontinuation of either rating service, by such other nationally recognized rating service or services as may be acceptable to the Master Trustee).

"Qualified Investment Provider" shall mean a financial institution or insurance company which has (or the parent company or guarantor of which has) at the date of execution of the applicable investment agreement an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated in either of the two highest long-term Rating Categories by Moody's, Fitch or Standard & Poor's (without regard to gradations).

D-13

"Rating Agency" shall mean the rating agency or agencies rating any Obligation issued under the Master Indenture, initially Standard & Poor's.

"Rebate Amount" has the meaning ascribed in Section 1.148-3(b) of the Regulations and generally means the excess as of any date of the future value of all receipts on Nonpurpose Investments over the future value of all payments on Nonpurpose Investments all as determined in accordance with Section 1.148-3 of the Regulations.

"Rebate Analyst" means Bond Counsel or an Independent Public Accountant or other Independent financial analyst qualified and experienced in the calculation of Rebate Payments under Section 148 of the Code and not unacceptable to the Master Trustee, charged with calculating to Rebate Amounts and Rebate Payments with respect to a Series of Bonds.

"Rebate Fund" means the fund established with the Master Trustee pursuant to the Master Indenture, in accordance with the requirements of the Master Indenture.

"Rebate Payment" shall mean the minimum amount of rebatable arbitrage required to be paid with respect to any particular Tax Exempt Bonds on a Computation Date.

"Regulations" means the applicable Income Tax Regulations under Sections 103 and 141 through 150 of the Code and, to the extent appropriate, any predecessor statute, whether at the time proposed, temporary, final or otherwise.

"Related Financing Documents" shall mean:

a) in the case of any Note, (i) all documents pursuant to which the proceeds of the Note (or of any debt evidenced or secured thereby) are made available to a Member, the payment obligations evidenced by the Note are created and any security for the Note (if permitted under the Master Indenture) is granted, and (ii) all documents creating any additional payment or other obligations on the part of a Member which are executed in favor of or assigned to the Noteholder in consideration of the proceeds of the Note (or

on the part of a Member which are executed in favor of or assigned to the Noteholder in consideration of the proceeds of the Note (or of any debt evidenced or secured thereby) being loaned or otherwise made available to the Member or, if a Credit Facility has been issued in support of the Member's obligations under the Note, executed in favor of the issuer thereof or assigned thereto in consideration of such issuance;

b) in the case of any Indebtedness other than Notes, all documents relating thereto which are of the same nature and for the same purpose as the documents described in clause (a) above.

"Related Ground Lease" shall mean the Ground Lease related to a particular Project, Mortgaged Property or Additional Property, as the context requires.

"Related Mortgage" shall mean the Mortgage related to a particular Project or Mortgaged Property, as the context requires.

"Renewal Fund" means the named Fund established with such name with the Master Trustee pursuant to the Master Indenture, in accordance with the requirements of the Master Indenture.

"Required Monthly Deposits" shall mean in any month, the sum of the following with respect to each Outstanding Note and other Outstanding Obligation: (i) a portion of the interest due on the next scheduled interest payment date with respect to the Series of Bonds or other Indebtedness secured thereby, such that if, in each subsequent month prior to the next date scheduled interest is to be paid with respect to such Note or other Obligation, an equal amount were deposited, the amount on deposit on such next scheduled interest payment date would be equal to (or as close to equal to, but not less than, as possible) the interest due with respect thereto on such date; (ii) a portion of the principal due on the next scheduled principal payment or prepayment date with respect to the Series of Bonds or other Indebtedness secured thereby, such that, if, in each subsequent month prior to the next date scheduled principal is to be paid or prepaid with respect to such Note or other Obligation, an equal amount were deposited, the amount on deposit on the next scheduled principal payment date would be equal to (or as close to equal to, but not less than, as possible) of the principal (including scheduled prepayments) and, notwithstanding the Master Indenture, excluding any termination payments due under a Hedge due on such next scheduled principal payment date; (iii) any prepayments of the Note or other Obligation required to be made in connection with any unscheduled mandatory redemption of such Series of Bonds or any optional redemption for which irrevocable notice

D-14

has been sent; and (iv) any termination payments due under a Hedge. In calculating the Required Monthly Deposits, the Master Trustee shall take into account, and credit as deposited towards the Required Monthly Deposit with respect to the applicable Series of Bonds, amounts required to be credited to the Debt Service Fund held by the related Bond Trustee because of permitted reductions in the amount held in the Debt Service Reserve Fund for such Series of Bonds and may adjust for earnings and other extra amounts held in the Revenue Fund and the Debt Service Fund.

"Revenue Fund" shall mean the named Fund with such name authorized to be established pursuant to the Master Indenture in accordance with the requirements of the Master Indenture.

"Revenues Available for Debt Service" shall mean, for the period of time for which it is to be calculated, the following for any one or more Members or, as the context requires, the entire Obligated Group (but excluding payments from any Hedge counterparty described in the Master Indenture): the excess of (i) the Total Revenues over (ii) all Operation and Maintenance Expenses during the period under consideration. In the event that the fiscal year of any Member ends on a date other than the last day of a Fiscal Year, the Revenues Available for Debt Service of such Member for its entire fiscal year ending within any Fiscal Year under consideration shall be deemed to be its Revenues Available for Debt Service for such Fiscal Year.

"Sale Proceeds" means all amounts already or constructively received from the sale of any Series of the Bonds, including amounts used to pay underwriter's discount or compensation.

"Scheduled Debt Service" shall mean Debt Service that consists of interest and principal due and payable without regard to unscheduled redemptions or accelerations.

"Senior Bond" shall mean any Bond secured by a Senior Obligation.

"Senior Debt Service Coverage Ratio" shall mean, for the period of time for which it is calculated for all Senior Obligations, the ratio determined by dividing (a) a numerator equal to the Revenues Available for Debt Service for such period by (b) a denominator equal to the sum of the Debt Service Requirements with respect to the Senior Obligations for such period, plus any amounts then required to be deposited in the Debt Service Reserve Funds to meet the Debt Service Reserve Requirement for all

amounts then required to be deposited in the Debt Service Reserve Funds to meet the Debt Service Reserve Requirement for all Bonds secured by such Senior Obligations.

"Senior Notes" shall mean a Note that is a Senior Obligation.

"Senior Obligations" shall mean an Obligation that is designated as "Senior" and is, therefore, secured by the superior liens and has the preferences as to payment and rights specified in the Master Indenture with respect to Senior Obligations as compared to those of Subordinate Obligations.

"Series" shall mean the series of Bonds relating to a particular Obligation.

"Special Limited Member" shall mean Transportation Infrastructure Properties, LLC, a Delaware limited liability company, as the special limited member pursuant to the Master Indenture.

"Special Redemption Account" shall mean the special segregated Account within the Debt Service Fund, established with the Master Trustee pursuant to the Master Indenture in accordance with the requirements of the Master Indenture.

^ "Special Senior Consent" shall mean, with respect to any action of the Master Trustee to be taken upon the direction or consent of the Holders of Subordinate Obligations, written consent of the Holders of a majority in aggregate principal amount Outstanding of the Senior Obligations, which may be obtained in respect of rights affecting the Subordinate Obligations alone.

"Standard & Poor's" shall mean Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., and its successors and assigns.

"Subordinate Class A Bond" shall mean any Bond secured by a Subordinate Class A Obligation.

"Subordinate Class A Note" shall mean a Note that is a Subordinate Class A Obligation.

D-15

"Subordinate Class B Note" shall mean a Note that is a Subordinate Class B Obligation.

"Subordinate Class A Obligation" shall mean an Obligation that is designated as "Subordinate Class A" and, therefore, (i) is secured by liens specified in the Master Indenture which are subordinate to those of the Senior Obligations but superior to those of the Subordinate Class B Obligations and (ii) has the rights specified in the Master Indenture which are inferior and subordinate to the rights of the Senior Obligations but superior to the rights of the Subordinate Class B Obligations.

"Subordinate Class B Obligation" shall mean an Obligation that is designated as "Subordinate Class B" and, therefore, is secured by the subordinate liens and has the inferior and subordinate rights specified in the Master Indenture with respect to Subordinate Class B Obligations as compared to those of Senior Obligations and Subordinate Class A Obligations.

"Subordinate Note" shall mean a Note that is a Subordinate Obligation.

"Subordinate Obligation" shall mean an Obligation that is designated as "Subordinate" and is, therefore, secured by the subordinate liens and has the inferior and subordinate rights specified in the Master Indenture with respect to Subordinate Obligations as compared to those of Senior Obligations.

"Supplemental Indenture" shall mean an indenture supplemental to, and authorized and executed pursuant to the terms of the Master Indenture.

"Tax Exempt Bonds" shall mean any Series of Bonds, the interest on which is exempt from federal income tax under the Code.

"Tenant Improvement" shall mean any construction requested by subtenants to accommodate their particular work function or aesthetic needs over and above that which is provided within the base building envelope at any Member's property.

"Tenant Improvement Fund" shall mean the Fund of such name established pursuant to the Master Indenture in accordance

Tenant Improvement Fund shall mean the Fund of such name established pursuant to the Master Indenture in accordance with the requirements of the Master Indenture.

"Total Revenues" shall mean, for any Fiscal Year (or other period), the sum of the following for any one or more of the Members or, as the context requires, of the entire Obligated Group:

a) all amounts constituting operating revenues under generally accepted accounting principles, before deduction of operating expenses, including without limitation, gross lease rentals (but not security deposits of tenants), proceeds of business interruption insurance and interest earnings on the Funds and Accounts established under the Master Indenture, but after deduction of contractual allowances and discounts;

b) all amounts constituting nonoperating revenues under generally accepted accounting principles, adjusted for the period in question to exclude all income on Qualified Escrows and all unrealized gains and losses on Investment Securities (taking into account and including any corresponding interest rate swap agreements), amortization of deferred rental revenue, amortization of purchase price allocated to above market tenant leases, amortization of purchase price allocated to below market tenant leases, straight-line amortization of tenant rental revenue;

c) only for purposes of calculating the Debt Service Coverage Ratio under Section 6.4(a)(ii) of the Master Indenture, contributions to a Member by an Affiliate to be used for operations made within five (5) Business Days of the applicable test date for any fiscal quarter; and

d) for the Obligated Group as a whole, Net Revenues from Additional Properties.

In the event that the fiscal year of any Member ends on a date other than the last day of a Fiscal Year, the Total Revenues of such Member during its fiscal year ending within any Fiscal Year under consideration shall be deemed to be its Total Revenues for such Fiscal Year. Any calculation for a shorter period shall make corresponding adjustments to take into account such differences in fiscal periods as necessary to permit such calculation.

D-16

"Trust Estate" shall have the meaning set forth in the Master Indenture.

"Variable Rate Indebtedness" shall mean any Indebtedness, the rate of interest on which is subject to change on a periodic basis prior to maturity; provided, however, that Indebtedness shall not be deemed to be Variable Rate Indebtedness if the rate of interest thereon is subject to change solely by reason of the occurrence of an event of default, the loss of any applicable exemption of such interest from income taxation or any other contingency which was not reasonably expected to occur at the time of incurrence of such Indebtedness.

"Yield" means yield as determined in accordance with Section 148 of the Code and Sections 1.148-1 through 1.148-10 of the Regulations.

Pledge and Security

To secure the performance and observance of all covenants and agreements under the Master Indenture, each of the Initial Members (and each additional Member upon becoming such) shall sell, assign, transfer, set over, pledge and grant a security interest in all of its respective right, title and interest in and to (a) the Funds and Accounts established under the Master Indenture (other than the Rebate Fund so long as the Rebate Fund is held to make Rebate Payments to the United States Treasury), including all moneys and investments therein and investment income derived from the investment thereof, (b) the Gross Revenues, (c) the Mortgages, all in favor of the Master Trustee, and (d) any and all other real or personal property of every name and nature concurrently therewith or from time to time thereafter by delivery or by writing of any nature conveyed, mortgaged, pledged, assigned or transferred as and for additional security thereunder, to have and to hold in trust for the equal and ratable benefit and security of all Obligations issued under the Master Indenture, including, without limitation, the Membership Interests Pledge and the TRIP'S Interest Pledge, without preference or priority of any one Obligation over any other Obligation (except (i) that each and every Senior Obligation shall have priority and preference over each and every Subordinate Obligation, (ii) that each and every Subordinate Class A Obligation shall have priority and preference over each and every Subordinate Class B Obligation and (iii) as otherwise specifically provided in the Master Indenture) (collectively, the "Trust Estate").

Initial Obligations Under the Master Indenture

Initial Obligations Under the Master Indenture

The initial series of Notes to be issued under the Master Indenture shall be listed in the First Supplemental Indenture delivered contemporaneously with the delivery of the Master Indenture. Each such series of Notes may be issued upon execution of the Master Indenture and of the First Supplemental Master Indenture. The Master Trustee shall authenticate and deliver each such Note at the direction of the Group Representative.

Additional Indebtedness - General Provisions

Except for the initial Notes or series of Notes issued pursuant to the Master Indenture, no Member shall be permitted to incur additional Indebtedness (whether through the creation of new Indebtedness, the assumption of existing Indebtedness or the guaranteeing of any new or existing Indebtedness), except Indebtedness incurred to purchase personal property secured by a purchase money security interest as permitted in the Master Indenture unless, as of the date of such incurrence, the Master Trustee shall have received the following:

a) From each Member whose approval is required by its Organizational Documents and from the Group Representative, official actions of the Governing Person of such Member and of the Group Representative approving the incurrence of the Indebtedness and the purpose thereof.

b) An Officer's Certificate (i) stating that the additional Indebtedness to be incurred will be sufficient (together with other specified sources, if any) to pay for the Project (or other item or purpose) to be financed (together with a copy of the new budget or amended operating budget for the Members for the then current year), (ii) stating that no Event of Default has occurred and is continuing, and the applicable requirements for the incurrence of the Indebtedness under the Master Indenture, and under all Related Financing Documents then in effect have been satisfied, and (iii) in the case of any Indebtedness being issued to refund or refinance Indebtedness, (A) a certification to the effect that the proposed amount of Indebtedness will be sufficient to refinance the existing Indebtedness, (B) a certification to the effect that the Members have authorized the redemption of the Indebtedness to be refinanced, and (C) a copy of the form of notice of redemption with respect to any Bonds to be redeemed.

D-17

c) An executed counterpart or certified copy of the Supplemental Indenture, any Related Mortgage or amendment to the same, which shall include, without limitation, provisions to establish or expand any Debt Service Reserve Fund required to meet the Debt Service Reserve Requirement but not established or to be established under the Related Financing Documents and all Related Financing Documents delivered in connection with the incurrence of the Indebtedness, together with a Confirmation of Rating with respect to all Senior Bonds and all Subordinate A Bonds then rated and a proof of rating from the Rating Agency then rating the Bonds of any new Bonds secured by a Senior Note.

d) An opinion of Counsel to the effect that (i) the incurrence of the Indebtedness has been duly authorized by each Member whose approval is required, (ii) all applicable requirements for the incurrence of the Indebtedness under the Master Indenture and under the terms of any Related Financing Documents then in effect have been satisfied and (iii) all necessary approvals of all regulatory bodies having jurisdiction have been obtained with respect to the incurrence Of the Indebtedness.

(c) If any construction (including renovations involving structural changes to the renovated building) is to be financed with the proceeds of the Indebtedness, (i) an Officer's Certificate, supported by a certificate or report of an Architectural Consultant (but only if one has been retained for the Project to be financed), to the effect that the signer is not aware of any facts or circumstances which would prevent the timely application for or receipt of all approvals required to be obtained from any regulatory bodies regarding the construction to be financed, whether required to be obtained prior to the commencement of such construction, during the course thereof or upon completion thereof, and (ii) in the case of new construction (as opposed to renovation or rehabilitation of a building or structure), a true, complete and correct copy of the executed guaranteed maximum price construction contract for such construction.

(f) (i) Except as otherwise described in (g) below, and subject to the Master Indenture,

an Officer's Certificate of the Group Representative with a detailed internal report demonstrating and concluding

that (A) following incurrence of the contemplated Indebtedness, the Projected Senior Debt Service Coverage Ratio

that (A), following incurrence of the contemplated indebtedness, the Projected Senior Debt Service Coverage Ratio is projected or forecasted to be at least equal to 1.50 for each of the first three full Fiscal Years immediately following (x) the completion of any construction (including renovations) to be financed through the incurrence of the Indebtedness in question, or (y) the issuance of the Indebtedness in question, if no such construction is to be financed and (B) the Senior Debt Service Coverage Ratio during the last full Fiscal Year immediately prior to the incurrence of the Indebtedness in question was no less than 1.40. Notwithstanding the foregoing, if an historical ratio is required to be calculated pursuant to the Master Indenture during the first year following the issuance of the initial Obligations under the Master Indenture, such testing shall be based on an annualization of the period from such issuance until the date for which the coverage is to be computed.

(ii) Except as otherwise provided in the Master Indenture as described in subsection (g) below and subject to the Master Indenture, an Officer's Certificate of the Group Representative with a detailed internal report demonstrating and concluding that (A), following incurrence of the contemplated Indebtedness, the Projected Debt Service Coverage Ratio is projected or forecasted to be at least equal to 1.25 for each of the first three full Fiscal Years immediately following (x) the completion of any construction (including renovations) to be financed through the incurrence of the Indebtedness in question, or (y) the issuance of the Indebtedness in question, if no such construction is to be financed and (B) the Debt Service Coverage Ratio during the last full Fiscal Year immediately prior to the incurrence of the Indebtedness in question was no less than 1.25. Notwithstanding the foregoing, if an historical ratio is required to be calculated pursuant to the Master Indenture as described in this subsection during the first year following issuance of the initial Obligations under the Master Indenture, such testing shall be based on an annualization of the period from such issuance until the date for which the coverage is to be computed;

(g) The certificate described in paragraph (f) above shall not be required:

(i) in the case of Indebtedness incurred to complete any construction (including renovations) for which other Indebtedness has previously been incurred in compliance (A) with the provisions of the Master Indenture described in paragraph (f) above, if the Master Trustee receives an Officer's Certificate to the effect that the construction to be completed is of substantially the same type and scope as was contemplated at the time of the previous incurrence, (B) the cost of completion of the subject Project or other property does not exceed 10% of the principal amount of Indebtedness originally issued to finance such Project, and (C) the proceeds of the Indebtedness to be incurred and other available moneys are sufficient to pay the estimated cost of completing such construction; provided that the foregoing

D-18

Officer's Certificate shall not be accepted in lieu of the requirements described in paragraph (f) above if additional financings were contemplated at the time of the previous incurrence as described in paragraph (b) above; or

ii) in the case of Indebtedness incurred for the purpose of refinancing, repurchasing or refunding other Indebtedness, if the Master Trustee receives (A) an official action of the Governing Person of the applicable Member, finding that such refinancing, repurchasing or refunding is in the best interests of the applicable Member and (B) an Officer's Certificate from the Group Representative demonstrating and concluding that, after giving effect to the issuance of such Indebtedness and the application of the proceeds thereof, the Maximum Annual Debt Service Requirements on all Indebtedness will not exceed the Maximum Annual Debt Service Requirements on all Indebtedness prior to such refinancing, repurchasing or refunding by more than 10%; or

iii) in the case of the issuance of a Credit Facility in support of any Indebtedness which is properly incurred under the Master Indenture or in the case of any drawing under such a Credit Facility to pay amounts due under the Indebtedness supported thereby; or

iv) in the case of any conversion of Variable Rate Indebtedness to bear interest at a fixed rate or rates or to bear interest at variable rates determined at different intervals or on the basis of a different methodology

or to bear interest at variable rates determined at different intervals or on the basis of a different methodology.

(h) Unless a certificate of the Group Representative is delivered to the Master Trustee

together with appraisals or a valuation report showing that the value of all Mortgaged Properties and all Projects that

are subject to a mortgage or deed of trust in favor of the Master Trustee, equals or exceeds the Indebtedness secured thereby, the Master Trustee shall receive a mortgage on some or all of the property to be financed in excess of the Outstanding amount of the Indebtedness thereunder.

(i) The Related Ground Lease and each subtenant lease shall meet the requirements set forth on Schedule C to the Master Indenture.

Interest Rate Swaps

For Indebtedness with respect to which a Member has entered into a Hedge, the interest on such Indebtedness in any period during which such Hedge is in effect shall be equal to (i) the amount of interest payable by such Member on such Indebtedness at the rate borne by such Indebtedness in accordance with its terms, plus (ii) the amount of interest payable by such Member under such Hedge at the rate stated in the Hedge, minus (iii) the amount of interest payable by such counterparty under such Hedge at the rate stated in such Hedge. The obligations of the Obligated Group under a Hedge may, at the option of the Member entering into such Fledge, be secured by a Note of a specified principal amount; provided, however, that if an Obligation is to be issued in a form other than a Note, the Supplemental Indenture for such Obligation shall include the special provisions (if any) required for issuance of such Obligation.

Security for Obligations

Obligations issued or incurred under the Master Indenture shall be secured by such liens, security interests or other similar rights and interests (hereinafter collectively referred to as "liens") as are set forth in the Master Indenture and described below:

i) Obligations shall be secured by the Trust Estate, including a first, second or third lien on Gross Revenues, the first, second or third liens created by the Mortgages and the first, second or third liens created by the Master Indenture. Only Senior Obligations may be secured by a first lien. Only Subordinate Class A Obligations may be secured by a second lien. Only Subordinate Class B Obligations may be secured by a third lien.

ii) Upon payment or defeasance in full of any Obligation in accordance with the Master Indenture, any liens granted by a Member to secure such Obligation under the Master Indenture, shall, at the written request of the Group Representative, be released (to the extent of security for such Obligation only) by the Master Trustee, which shall reconvey or reassign to such Member, or terminate, as applicable, any corresponding security documents: provided, however, that a Member's pledge of Gross Revenues shall be released only as provided in the Master Indenture.

D-19

Ground Lease Warranties from Special Limited Member

Notwithstanding anything in the Master Indenture to the contrary, nothing therein shall be understood to prohibit or condition the delivery by the Special Limited Member of an unsecured guarantee to a ground lessor under a Ground Lease of a Member, guaranteeing the obligations of such Member under its Related Ground Lease.

Redemption of Notes

Notes of each series shall be subject to optional, extraordinary optional, mandatory sinking fund or extraordinary mandatory redemption in whole or in part as provided in the Master Indenture, the Notes and the applicable Supplemental Indenture. Notice of any redemption of Notes shall be given in such manner and at such time as may be specified in the Notes to be redeemed or the Supplemental Indenture applicable thereto.

Supplemental Indenture applicable thereto.

Prepayment of Other Obligations

Obligations (if any) which are not evidenced by a Note shall be subject to prepayment and be prepaid as provided in the applicable Supplemental Indenture and the Obligation itself.

Obligations Created Under the Master Indenture

The Master Indenture and the Obligations created under the Master Indenture are the joint and several general obligations of each Member and the full faith and credit of each Member is pledged for the payment of all sums due or to become due under the Master Indenture or under any Obligation. To secure the performance of such Obligations, the Members sell, assign, transfer, set over and pledge unto the Master Trustee and grant a security interest in and to all the Funds and Accounts established under the Master Indenture (other than the Rebate Fund to the extent noted above), including all moneys and investments therein and all income derived from the investment thereof, and the Gross Revenues and grant the Mortgages, to have and to hold in trust for the benefit of the Holders from time to time of all Obligations issued and Outstanding under the Master Indenture, without preference or priority of any one Obligation over any other Obligation except (i) that each and every Senior Obligation shall have a preference and priority over each and every Subordinate Obligation, (ii) that each and every Subordinate Class A Obligation shall have priority and preference over each and every Subordinate Class B Obligation, and (iii) as otherwise expressly provided in the Master Indenture. In addition, the Special Limited Member has executed and delivered to the Master Trustee, the Membership Interest Pledge.

Establishment of Funds and Accounts

The Master Trustee is directed in the Master Indenture to maintain a Revenue Fund and the other Funds and Accounts described below. The Members shall transfer all Gross Revenues (other than amounts needed to pay Ground Lease rental payments within the then current month) on hand when such Member joins the Obligated Group to the Master Trustee for deposit to the appropriate account in the Revenue Fund, and shall transfer all Gross Revenues (other than Gross Revenues in the amount needed to make in the aggregate the next monthly payment, or (in the case of Ground Lease rental payments due less frequently than monthly) 1/12th of the amount coming due in the next year, for each Ground Lease) received thereafter, immediately upon receipt (but in any event within five (5) days of receipt) thereof, to the Master Trustee for deposit to the appropriate account of the Revenue Fund if so requested to do so by the Group Representative. The Master Trustee establishes in the Master Indenture in addition to the Revenue Fund, the following Funds: the Current Operations Fund, the Tenant Improvement Fund, the Debt Service Fund, the Maintenance Reserve Fund, the Facility Surplus Fund, the Rebate Fund and the Renewal Fund. The Revenue Fund shall include a General Account, a Prepaid Rent Account. The Debt Service Fund shall consist of a Payment Account and a Special Redemption Account. The Master Trustee shall establish separate accounts or subaccounts within each named Fund or Account for each Member.

Revenue Fund

On or before the fifteenth (15th) day of each month or, if such fifteenth day is not a Business Day, the next Business Day, the Master Trustee shall withdraw and pay or transfer from the amounts on deposit in the General Account of the Revenue Fund (except as otherwise noted, without regard to which Member provided which revenues), after redelivering to the Members any amounts needed to pay rent on Ground Leases then due and owing, the following amounts in the order of priority indicated:

D-20

i) pay to the Master Trustee and each Bond Trustee amounts equal to all fees or expenses which are then due and payable to such Person;

ii) transfer to the Rebate Fund the amount necessary to make up any established deficiency in any account of the Rebate Fund;

iii) transfer to the appropriate account in the Current Operations Fund, an amount equal to the Operation and Maintenance Expenses (not designated by the Group Representative to be paid from the Maintenance Reserve Fund) for each Member for the current month as requested by the Group Representative (less amounts set aside to pay Ground Lease rental payments due that month or (in the case of Ground Lease rentals due less frequently than monthly) 1/12th of the amount coming due in the next year which are held by or have been paid directly by the Members); provided, however, that the Master Trustee (1) shall not in any month deposit to the Current Operations Fund an amount to pay Operation and Maintenance Expenses of the Members which is reasonably expected to cause the projected annual Operation and Maintenance Expenses for the Members of the Obligated Group to

reasonably expected to cause the projected annual Operation and Maintenance Expenses for the Members of the Congated Group to exceed the Budgeted Operation and Maintenance Amount as set forth in the annual budget (as delivered pursuant to the Master Indenture) for the then current Fiscal Year by more than 10%; and (2) shall not pay Operation and Maintenance Expenses for the Members which exceed budgeted monthly Operation and Maintenance Expenses as approved in such budget for such month by more than 20%, unless the Group Representative certifies that such costs are consistent with normal operations and maintenance requirements;

iv) transfer to the Debt Service Fund, an amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies relating to previously Required Monthly Deposits not being made in full, with respect to the Senior Obligations. Amounts deposited pursuant to the Master Indenture as described in this clause shall be credited first against any previously due and unpaid Required Monthly Deposit with respect to the Senior Obligations, in order of past due date;

v) transfer to the appropriate account of the Debt Service Reserve Funds established under the Related Financing Documents for each Series of Senior Bonds (or under the Master Indenture or under any Supplemental Indenture), an amount sufficient to make the balance in each such Debt Service Reserve Fund equal the Debt Service Reserve Requirement therefor;

vi) transfer to the Debt Service Fund, an amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies relating to previously Required Monthly Deposits not being made in full with respect to the Subordinate Class A Obligations. Amounts deposited as described in this clause shall be credited first against any previously due and unpaid Required Monthly Deposit with respect to the Subordinate Class A Obligations in order of past due date;

vii) transfer to the appropriate account of the Debt Service Reserve Funds established under the Related Financing Documents for each Series of Subordinate Class A Bonds (under the Master Indenture or under any Supplemental Indenture), an amount sufficient to make the balance in each such Debt Service Reserve Fund equal to the Debt Service Reserve Requirement therefor;

viii) (A) transfer to the Maintenance Reserve Fund an amount equal to 1/12th of the Annual Maintenance Reserve Fund Deposit and (B) transfer to the appropriate account of the Tenant Improvement Fund the amount required to fund 1/24th of the Current Estimated Tenant Improvement Requirement, unless the amounts in the Tenant Improvement Fund equal or exceed the Current Estimated Tenant Improvement Requirement;

ix) reserved;

x) transfer to the Debt Service Fund, an amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies relating to previously Required Monthly Deposits not made in full, with respect to Subordinate Class B Obligations. Amounts deposited pursuant to Master Indenture as described in this clause shall be credited first against any previously due and unpaid Required Monthly Deposit with respect to the Subordinate Class B Obligations in order of past due date; and

xi) pay to the Facility Surplus Fund, the balance, if any, of such moneys after making the payments or deposits required under clauses (i) through (x) above.

D-21

Upon acceleration of the principal of all Senior Obligations or all Obligations pursuant to the Master Indenture, the Master Trustee shall immediately transfer all amounts in the Revenue Fund to the Debt Service Fund.

Upon the occurrence of an Event of Default under the Master Indenture, the Master Trustee may, and shall, upon direction of the Holders of a majority in aggregate principal amount Outstanding of the Senior Obligations, or if no Senior Obligations remain Outstanding, the Subordinate Class A Obligations, make some or all of the transfers described in (iv) or (vi) above prior to make the transfer described in (iii) above.

To the extent of the amounts remaining in the General Account on or before the fifteenth (15th) day of each month (or if such fifteenth day is not a Business Day, the next Business Day) following the transfers described in (i) to (vii) above, such excess amounts shall be transferred first, to the Current Operations Fund to the extent required to make the amount therein equal the Budgeted Operation and Maintenance Amount of all Members (to the extent not designated by the Group Representative to be paid from the Maintenance Reserve Fund) for the next six months (counting the current month as one of the months), second, subject to the Master Indenture, the Payment Account to the extent required to make the amount therein equal to the total of the Scheduled Debt Service with respect to the Senior Obligations and the Subordinate Class A Obligations coming due (and not yet paid or transferred to the Bond Trustees) on or before the next January 1 or July 1, whichever comes first (and counting as due on each such date at least

the Bond Trustees) on or before the next January 1 or July 1, whichever comes first (and counting as due on each such date at least half of the annual principal and sinking fund payments due on all Bonds), third, in accordance with the Master Indenture as described in (viii) to (xi) above.

Amounts in the Prepaid Rent Account shall be transferred as the sublease rent to which they relate comes due under the related sublease (i) as needed to pay Ground Lease rentals and then (ii) to the General Account of the Revenue Fund. In addition, any monies deposited into the Prepaid Rent Account shall be applied (prior to application of the Facility Surplus Fund) to pay Ground Lease rentals to the extent other amounts are unavailable or cure any deficiency in any of the scheduled payments or deposits required to be made pursuant to the Master Indenture as described in (i), (ii), (iv), (v), (vi) or (vii) above, (but not including transfers required under the Master Indenture described in the preceding paragraph) and, upon the acceleration of the principal of all Senior Obligations, all Subordinate Class A Obligations or all Obligations Outstanding, the Master Trustee shall transfer all amounts in the Prepaid Rent Account to the Payment Account of the Debt Service Fund.

Current Operations Fund; Tenant Improvement Fund

The Master Trustee shall deposit into each Member's Account in the Current Operations Fund the amounts required by the Master Indenture. The Group Representative may withdraw amounts from any of the Accounts within the Current Operations Fund to pay Operation and Maintenance Expenses then due and payable for any Member. Following all transfers and deposits required to be made on or before the fifteenth day of the month pursuant to the Master Indenture, any amounts held in the Current Operations Fund in excess of amounts reasonably required to meet budgeted expenses permitted and expected to be paid therefrom in the next six months shall be transferred to the Facility Surplus Fund and applied or released in accordance with the Master Indenture.

The Master Trustee shall deposit into each Member's Account in the Tenant Improvement Fund the amounts required pursuant to the Master Indenture. The Group Representative may withdraw amounts from any of the Accounts within the Tenant Improvement Fund to pay for Tenant Improvements then due and payable for any Member.

Following all transfers and deposits required to be made on or before the fifteenth day of the month pursuant to the Master Indenture as described in the (i) through (xi) of the above section "Revenue Fund," any amounts held in the Tenant Improvement Fund in excess of the Current Estimated Tenant Improvement Requirement shall be transferred to the Facility Surplus Fund and applied or released in accordance with the Master Indenture; in addition, any amounts in excess of amounts reasonably required to meet budgeted tenant improvement expenses permitted to be paid therefrom within the two months following such fifteenth day of the month, may be transferred for the payment of Debt Service in accordance with the provisions set forth in the Master Indenture if insufficient moneys therefor are available in the Debt Service Fund.

D-22

Debt Service Fund

There shall be deposited into the Payment Account of the Debt Service Fund all amounts required to be deposited therein from the Revenue Fund and any other amounts paid to or recovered by the Master Trustee for deposit in the Debt Service Fund which are not specifically required to be credited to another Account in the Debt Service Fund. Payment of Debt Service when, due shall be made from amounts credited to or held in the Payment Account. Except as otherwise provided in the Master Indenture, moneys deposited in the Debt Service Fund shall be used solely for the payment of Debt Service, as the same shall become due and payable at maturity (including accelerated maturity), upon redemption or otherwise.

All amounts (other than amounts transferred to the Special Redemption Account from the Renewal Fund or credited to the Special Redemption Account in accordance with the Master Indenture) deposited into the Debt Service Fund shall be applied by the Master Trustee (without regard to source of revenues) to the payment of principal or redemption or prepayment price of and interest on all Obligations in accordance with their respective terms in the following order of priority (and in accordance with the priorities set forth in the Master Indenture): first, subject to the provisions of the Master Indenture, to payment of all Debt Service due and payable with respect to Senior Obligations without priority or preference, second, to payment of all Debt Service due and payable with respect to Subordinate Class A Obligations without preference or priority; and, third, (except as otherwise provided in the Master Indenture) to the payment of all Debt Service due and payable with respect to Subordinate Class B Obligations without priority or preference.

to the payment of all Debt Service due and payable with respect to Subordinate Class B Obligations without priority or preference. Pending such application, all moneys and investments in the Debt Service Fund shall be held for the equal and ratable benefit of all Obligations issued and Outstanding under the Master Indenture; provided that each and every Senior Obligation issued and Outstanding under the Master Indenture shall have priority and preference over each and every Subordinate Obligation and each and every Subordinate Class A Obligation shall have priority and preference over each and every Subordinate Class B Obligation.

Any amount transferred to the Debt Service Fund from the Renewal Fund for redemption of Obligations, or held by a Bond Trustee in the redemption account established under the applicable Related Financing Documents as excess Proceeds following completion of construction or renovation or otherwise in excess of the amounts required to complete the Project to be financed by the applicable Bonds, shall be credited (but amounts held by a Bond Trustee need not be actually transferred) to the subaccount of the Special Redemption Account for the Member that owns the Project in question, to be used solely for the purpose of redeeming the Obligations related to such Bonds, in an amount equal in principal amount to the amount of Bonds to be redeemed, on the earliest date such Obligations are permitted under the Master Indenture to be redeemed without premium.

Except as otherwise specifically provided in the Master Indenture or in any Supplemental Indenture, amounts held in the Debt Service Fund may be applied to the optional prepayment of Obligations which are then optionally prepayable at the election of the Members as indicated to the Master Trustee in writing by the Group Representative. To the extent not otherwise specifically provided in the Master Indenture or in any Supplemental Indenture, any optional prepayment of Obligations shall be pro rata (or as close to pro rata as practicable) among all Obligations Outstanding unless (i) the Group Representative certifies to the Master Trustee that such distribution is not in accordance with federal tax law or other applicable restrictions or (ii) the Group Representative delivers a Confirmation of Rating and certifies that the Debt Service Coverage Ratio and the Senior Debt Service Coverage Ratio following such prepayment will be at least equal to the then current Debt Service Coverage Ratio and Senior Debt Service Coverage Ratio, respectively.

To the extent of amounts available in a Member's subaccount within the Payment Account, the Member may elect to use such amounts to purchase Bonds as permitted by the applicable PFA Indenture.

Except as otherwise provided in the Master Indenture with respect to excess or unclaimed amounts, the amounts in the Debt Service Fund shall be used solely for the payment of Debt Service, and during the continuance of an Event of Default, payment of the fees and expenses of the Master Trustee and each Bond Trustee, in accordance with the provisions of the Master Indenture.

As of any interest payment date with respect to the Bonds secured by a Subordinate Class B Note, Debt Service shall be paid for such interest payment date with respect to the Subordinate Class B Obligations (except as provided in the Master Indenture) only if the Trustee has received a Qualified Distribution Notice and, if the Trustee has not received a Qualified Distribution Notice, any amounts that would have been used for such purpose shall remain in the Debt Service Fund to be applied as otherwise provided in the Master Indenture as described above.

D-23

The amounts not paid on any Subordinate Class B Obligation as described in this subsection shall remain due and owing, and the principal amount of such Obligation shall not be reduced and shall continue to bear interest in accordance with the terms of such Obligation until paid.

Maintenance Reserve Fund

Any moneys deposited into the Maintenance Reserve Fund pursuant to the Master Indenture shall be disbursed and expended by the Master Trustee solely for the payment of (i) Debt Service in accordance with the priorities set forth in the Master Indenture if insufficient moneys therefor are available in the Debt Service Fund, and (ii) (A) Maintenance Expenses and Capital Costs designated by the Group Representative to be paid from the Maintenance Reserve Fund; and (B) provided that no Event of Default exists under the Master Indenture, other Maintenance Expenses, at the written request of the Group Representative if amounts in the Current Operations Fund are insufficient or not permitted to be used (i.e. for capitalizable repairs) to pay such Maintenance Expenses. In the event that the balance of the moneys in the Debt Service Fund is insufficient to pay Debt Service when due and payable, and prior to any transfers for such purposes from the Debt Service Reserve Fund, moneys in the Maintenance Reserve Fund shall be transferred by the Master Trustee to the Debt Service Fund for credit to the Payment Account in an amount sufficient to make up such deficiency. Moneys in the Maintenance Reserve Fund may also be used to pay the last Debt Service becoming due. The Group Representative and the Members may withdraw amounts to pay Maintenance Expenses as provided in the Master Indenture only to the extent the Group Representative certifies to the Master Trustee that such expenditures qualify as Maintenance Expenses.

Upon the acceleration of the principal of all Senior Obligations, all Subordinate Class A Obligations or all Obligations

Upon the acceleration of the principal of all Senior Obligations, all Subordinate Class A Obligations or all Obligations Outstanding pursuant to the Master Indenture, the Master Trustee shall transfer all amounts in the Maintenance Reserve Fund to the Payment Account of the Debt Service Fund.

Facility Surplus Fund

Any moneys deposited into the Facility Surplus Fund shall be applied to cure any deficiency in any of the scheduled payments or deposits required to be made pursuant to the Master Indenture and, upon the acceleration of the principal of all Senior Obligations, all Subordinate Class A Obligations or all Obligations Outstanding pursuant to the Master Indenture, the Master Trustee shall transfer all amounts in the Facility Surplus Fund to the Payment Account of the Debt Service Fund.

To the extent amounts are not available to pay Maintenance Expenses as provided in the Master Indenture and upon the written request of the Group Representative (accompanied by a Maintenance Expense Certification), the Master Trustee shall cause such amounts to be paid from the Facility Surplus Fund to the extent not paid from the Current Operations Fund. To the extent amounts in the Rebate Fund are not sufficient to make any required payment to the United States Treasury on a timely basis, the Master Trustee shall cause amounts to be transferred from the Facility Surplus Fund to the Rebate Fund. To the extent amounts retained by a Member to make rental payments under the Related Ground Lease are insufficient for such purpose and amounts in either Account of the Revenue Fund are also not sufficient, amounts in the Facility Surplus Fund may be used for such purpose.

Rebate Fund

The Master Trustee shall deposit or transfer to the credit of the appropriate Member Account of the Rebate Fund each amount delivered to the Master Trustee by the Members or by the applicable Bond Trustee for deposit thereto and each amount directed by the Group Representative to be transferred thereto or transferred thereto pursuant to the Master Indenture.

Within 60 days after each Computation Date, the Master Trustee shall withdraw from the applicable Member Account of the Rebate Fund and pay to the United States the Rebate Payment required in connection with such Computation Date.

Renewal Fund

Except as otherwise provided in the Master Indenture, the proceeds of any insurance (other than business interruption insurance) or condemnation award which are required to be paid to the Master Trustee pursuant to the Master Indenture and to the Related Financing Documents shall be deposited into the Renewal Fund. Amounts on deposit in the Renewal Fund shall be (i) disbursed from time to time by the Master Trustee in accordance with the

D-24

Master Indenture to pay for the cost of constructing or acquiring replacement facilities for any Project or Mortgaged Property or repairing any Project or Mortgaged Property to which such proceeds relate, or (ii) transferred to the Debt Service Fund to be used in connection with a prepayment of Obligations to the extent permitted or for payment of Debt Service.

Quarterly Balances; Final Balances

So long as there is no Event of Default continuing under the Master Indenture, all moneys in the Facility Surplus Fund not required to be transferred to any other Fund in accordance therewith shall be remitted promptly to (or upon the direction of) the Group Representative. In addition, upon final payment of all principal and interest on the Obligations, and upon satisfaction of all claims against the Obligated Group under the Master Indenture and under the Related Financing Documents, including the payment of all fees, charges and expenses of the Master Trustee that are properly due and payable under the Master Indenture, or upon the making of adequate provision for the payment of such amounts as permitted in the Master Indenture, and upon payment and performance of all other obligations of the Member or Members under the Related Financing Documents (the "Final Release Conditions"), all moneys remaining in all Accounts of the Revenue Fund, the Debt Service Fund, the Current Operations Fund and the Facility Surplus Fund shall be remitted as directed by the Group Representative.

Payment of Principal, Premium, Interest and Other Amounts

Each Member will be jointly and severally liable for the payment of, and will duly and punctually pay, the principal of, premium, if any, and interest on all Obligations issued under the Master Indenture, and any other payments required by the terms of such Obligations, on the dates, at the times and at the place and in the manner provided in such Obligations, the applicable Supplemental Indenture and the Master Indenture when and as the same become payable whether at maturity upon call for

Supplemental Indenture and the Master Indenture when and as the same become payable, whether at maturity, upon call for redemption, by acceleration of maturity or otherwise, according to the true intent and meaning of the Master Indenture.

Representations of Members

Due Authorization of Master Indenture and Obligations. Each Member represents in the Master Indenture that: (a) it is duly authorized under the laws of the jurisdiction under which it is organized and under all other applicable provisions of law to execute and deliver the Master Indenture and to provide for the creation and issuance of Obligations under the Master Indenture as permitted by the Master Indenture; and (b) all internal official action on the part of each Member required by its Organizational Documents and by the laws of the jurisdiction under which it is organized for the execution, delivery and performance of the Master Indenture has been taken and, prior to the creation and issuance of each Obligation under the Master Indenture, all similar internal official action required for the creation and issuance of each Obligation will have been duly and effectively taken by the Member thereof.

No Defaults; Noncontravention. Each Member represents that no event of default by it or event which, with notice or lapse of time or both, would constitute an event of default by it or a default by it under any agreement or instrument to which the Member is a party or by which the Member is or may be bound or to which any of the property or assets of the Member is or may be subject, and which would have a Material Adverse Effect on the Member or which would impair its ability to carry out its obligations under the Master Indenture, under the Related Financing Documents, the Related Mortgage or under the Related Ground Lease, has occurred and is continuing; neither the execution nor the delivery by the Member of the Master Indenture or the Related Financing Documents to which it is party, nor the consummation of any of the transactions in the Master Indenture and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions of the Master Indenture or thereof, will contravene the Organizational Documents of the Member or will conflict with, in any way which is material to the Member, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under, any corporate, limited liability company or limited partnership restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Member is a party or by which the Member is or may be bound or to which any of the property or assets of the Member is or may be subject, or any law or any order, rule or regulation applicable as of the date of the Master Indenture to the Member of any court, or regulatory body, administrative agency or other governmental body having jurisdiction over the Member or its properties or operations, or will result in the creation or imposition of a prohibited lien, charge or other security interest or encumbrance of any nature upon any property or asset of the Member under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation.

D-25

No Litigation. Each Member represents that, except as disclosed in writing in connection with the offering of the Bonds secured by the initial Obligations, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened, wherein an adverse decision, ruling or finding (i) would result in any Material Adverse Effect on the condition (financial or otherwise), results of operations, business or prospects of the Member or which would materially and adversely affect the properties of the Member and which has not been disclosed to the Master Trustee and the issuer or the initial purchaser of the Bonds or (ii) would materially and adversely affect the transactions contemplated by, or the validity or enforceability of, the Related Financing Documents.

Covenants as to Existence, Maintenance of Properties, Etc.

Under the Master Indenture, each Member covenants that it shall:

Preservation of Existence, except as otherwise permitted by the Master Indenture, preserve its formal legal existence and all its rights and licenses to the extent necessary or desirable in the operation of its business affairs and be qualified to do business in each jurisdiction where its ownership of property or the conduct of its business requires such qualification; provided, however, that nothing contained in the Master Indenture shall be construed to obligate it to retain or preserve any of its rights or licenses no longer used or, in the judgment of its Governing Person, useful and desirable in the conduct of its business;

Maintenance of Property, at all times cause its business to be carried on and conducted in an efficient manner and its properties to be maintained, preserved and kept in good repair, working order and condition and all needful and proper repairs, renewals and replacements thereof to be made; provided, however, that nothing contained in the Master Indenture shall be construed to obligate it to preserve, repair, renew or replace any personal property, leases on personalty, rights, privileges or licenses no longer used or, in the reasonable judgment of its Governing Person, useful and desirable in the conduct of its business;

Compliance with Laws

Compliance with Laws.

i) operate or cause each of its Projects and Mortgaged Properties to be operated as airport facilities qualifying under Section 142(a)(1) of the Code (but only to the extent required by the Related Financing Documents) and in compliance with the applicable Ground Lease, which facilities may include functionally related and subordinate uses, and maintain all certifications and licenses required for such use;

ii) comply in good faith with all laws, ordinances and regulations, including without limitation all licensure, building, zoning, safety and environmental laws, which thereafter in any manner may affect its Projects or Mortgaged Properties or the use or operation thereof; and have the right in good faith to contest or appeal from such laws, ordinances and regulations any decision adverse to the Member based thereon by appropriate proceedings diligently conducted, but all costs, fees and expenses incurred in connection with such proceedings shall be borne by the Member and provided that during such contest or appeal the Member complies therewith unless enforcement is stayed;

iii) not engage in any business other than the operation and leasing of its Projects and Mortgaged Properties as airport facilities in accordance with clause (i) above (and activities incidental thereto, including, without limitation, rental of space at its Projects and Mortgaged Properties to appropriately licensed service providers and airline service providers);

Payment of Taxes.

(i) (A) prior to the date on which any interest or penalties shall commence to accrue thereon, cause to be paid and discharged all taxes (including but not limited to ad valorem taxes), assessments, water and sewer rents and charges and all license or permit fees, levies, and governmental charges, payments in lieu of any of the foregoing, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which are or may have been, or may thereafter be, charged, assessed, levied, or imposed upon or against the Member's Projects and Mortgaged Properties, or any part thereof, by any lawful authority, or which may become a lien thereon and (B) not suffer, and promptly cause to be paid and discharged, any lien or charge whatsoever which by any present or future law may be or become superior, or on a parity with or junior to, either in lien or in distribution out of the proceeds of

D-26

any judicial sale, the lien of the Mortgages or the lien on the Gross Revenues of the Member created under the Master Indenture and (C) cause to be paid, when due, all charges for utilities whether public or private;

(ii) notwithstanding the provisions described in (i) above, the Member may in good faith contest, by proper legal proceedings, the validity or amount of any such tax or charge, and may permit such tax or charge to remain unpaid during the period of such contest, provided (i) no Event of Default, or event or condition which, with the giving of notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing; (ii) the Member maintains and prosecutes with diligence such contest; (iii) the Member shall pay such contested tax or charge and all costs and penalties, if any, and shall deliver to the Master Trustee evidence acceptable to the Master Trustee of such payment promptly if such contest is terminated or determined adversely to the Member, and in any event prior to the date any portion of the Member's Projects or Mortgaged Properties may be sold or otherwise transferred because of non-payment of the tax or charge; and (iv) the Member shall deposit with the Master Trustee during such contest cash or a surety bond in the amount of such unpaid tax or charge plus interest and penalties anticipated to accrue thereon in amounts reasonably satisfactory to the Master Trustee which, notwithstanding any provision of the Master Indenture to the contrary, the Master Trustee may use, and shall use at the written direction of the Majority Applicable Holders to pay the same prior to the date any portion of the Member's Projects or Mortgaged Properties may be sold or otherwise transferred because of non-payment of the tax or charge;

Payment of Other Debt.

i) promptly pay or otherwise satisfy and discharge all of its obligations and indebtedness and all demands and claims (any such obligation, indebtedness, demands and claims being "Claims") against it as and when the same become due and payable, other than any thereof (exclusive of the Obligations issued and Outstanding under the Master Indenture) whose validity, amount or collectability is being contested in good faith by appropriate proceedings as described below;

ii) notwithstanding the provisions described in (i) above, the Member may in good faith contest, by proper legal proceedings, the validity or amount of any such Claim as permitted in the provisions described in (i) above, and may

proper legal proceedings, the validity or amount of any such claim as permitted in the provisions described in (1) above, and may permit such Claim to remain unpaid during the period of such contest, provided (A) no Event of Default, or event or condition which, with the giving of notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing; (B) the Member maintains and prosecutes with diligence such contest; (C) the Member shall pay such contested Claim and all costs and penalties, if any, and shall deliver to the Master Trustee evidence acceptable to the Master Trustee of such payment promptly if such contest is terminated or determined adversely to the Member, and in any event prior to the date any portion of the Member's Projects or Mortgaged Properties may be sold or otherwise transferred because of non-payment of the Claim; and (D) the Member shall deposit with the Master Trustee during such contest cash or a surety bond in the amount of such unpaid Claim plus interest and penalties anticipated to accrue thereon in amounts reasonably satisfactory to the Master Trustee which, notwithstanding any provisions of the Master Indenture to the contrary, the Master Trustee may use, and shall use at the written direction of the Majority Applicable Holders to pay the same prior to the date any portion of the Member's Projects or Mortgaged Properties may be sold or otherwise transferred because of nonpayment of the Claim;

Compliance with Security Documents, at all times comply with all terms, covenants and provisions contained in any lien or security interest at such time existing upon its properties or any part thereof or securing any of its Indebtedness and pay or cause to be paid, or to be renewed, refunded or extended, by it, all of its Indebtedness secured by a lien or security interest, as and when the same shall become due and payable.

Special Purpose Entity/Separateness. Until the Bonds have been indefeasibly paid in full, each Member hereby represents, warrants and covenants that:

- i) unless it is the Special Limited Member, it should be and shall continue to be a Limited Special Purpose Entity;
- ii) the representations, warranties and covenants described in this Section shall survive for so long as any of the Bonds remain outstanding;

D-27

(iii) the factual assumptions made in the non consolidation opinion delivered in connection with the initial Obligations (the "Insolvency Opinion"), including, but not limited to, any exhibits attached thereto, are true and correct in all respects and any assumptions made in any subsequent non consolidation opinion required to be delivered in connection with the Master Indenture (an "Additional Insolvency Opinion"), including, but not limited to, any exhibits attached thereto, will have been and shall be true and correct in all respects. Member has complied and will comply with, all of the assumptions made with respect to Member in the Insolvency Opinion. Member will have complied and will comply, with all of the assumptions made with respect to Member in any Additional Insolvency Opinion. Each entity other than Member with respect to which an assumption shall be made in any Additional Insolvency Opinion will have complied and will comply with all of the assumptions made with respect to it in any Additional Insolvency Opinion.

Rate Covenant

Debt Service Coverage Ratio. The Members of the Obligated Group shall use all commercially reasonable efforts to jointly maintain a Debt Service Coverage Ratio of at least 1.25 for each applicable test period specified in the Master Indenture and described below; provided, however, that notwithstanding any other provision of the Master Indenture, the failure of the Members of the Obligated Group to maintain a Debt Service Coverage Ratio as required by the Master Indenture shall not be deemed to constitute an Event of Default under the Master Indenture, so long as (i) the Obligated Group takes all commercially reasonable action to comply with the procedures set forth in the Master Indenture for preparing and implementing a report for correcting such deficiency, and (ii) if the Debt Service Coverage Ratio tested in accordance with the Master Indenture, as of the end of any fiscal quarter is less than 1.0, the owners of the Members shall have made contributions to the Members or otherwise caused the Debt Service Coverage Ratio to be at least 1.0 within five Business Days of the applicable test date, as evidenced by a new Officer's Certificate of the Group Representative.

Testing Compliance. In order to measure compliance with the covenant set forth in the Master Indenture, the Debt Service Coverage Ratio shall be calculated (and certified as calculated) in accordance with the requirements of the definition thereof, by the Group Representative and reported in accordance with the Master Indenture: (i) quarterly (as of the end of each quarter of the Fiscal Year) for the twelve-month period ending on the last day of such quarter; provided, however, that in the first year following issuance of the initial Obligations under the Master Indenture, such testing shall be based on an annualization of the period from such issuance until the date for which the test is to be computed; each quarterly testing shall be performed within forty-five (45) days of the end of

until the date for which the test is to be computed, such quarterly testing shall be performed within forty-five (45) days of the end of the applicable quarter and shall be based upon the quarterly unaudited financial reports for the immediately preceding four quarters required by the Master Indenture, and (ii) annually (as of the end of each Fiscal Year) for such Fiscal Year; each annual testing shall be performed within 100 days of the end of the Fiscal Year on the basis of the annual financial statements of the Members for such Fiscal Year required to be delivered to the Master Trustee pursuant to the Master Indenture.

Failure to Maintain Debt Service Coverage Ratio. If the actual Debt Service Coverage Ratio is less than 1.25 (a) as of any quarterly testing date or (b) as of the end of a Fiscal Year, then within one hundred twenty (120) days of receipt of the certification showing such deficiency, the Group Representative shall deliver to the Master Trustee and each Bond Trustee an Independent Consultant's report setting forth in detail the reasons for such deficiency and recommending a specific plan designed to achieve a Debt Service Coverage Ratio of 1.25 in the following Fiscal Year (which plan may include a recommendation that one or more Members retain a different Manager).

If the conditions are met for a Notice of Reserve Fund Increase to be delivered to the Master Trustee, the Group Representative shall deliver such notice in accordance with the Master Indenture. If the conditions are met for a Notice of Reserve Fund Decrease to be delivered to the Master Trustee, the Group Representative shall deliver such notice in accordance with the Master Indenture.

Reports. Whenever the Group Representative is required to deliver an Independent Consultant's report, the Group Representative shall cause such report to be prepared and shall adopt such report within the applicable time limit prescribed. Such report shall be prepared by an Independent Consultant, shall be in writing and shall contain sufficient detail to support the conclusions made concerning the reasons for the deficiency and the steps to be taken for its correction. Each such report must be acknowledged in writing by the Group Representative and each affected Member (although concurrence in every conclusion or recommendation in the report and plan shall not be required). Each such report and plan shall be implemented immediately upon its adoption except to the extent limited by law or existing contracts and except for such recommendations (a) the implementation of which the Group Representative

D-2 8

or an affected Member shall have determined by internal official action are unreasonable, impractical or not feasible and (b) the omission of which does not, in the reasonable judgment of the Independent Consultant, prevent the implementation of other recommendations sufficient in the aggregate to enable the Obligated Group to attain the Debt Service Coverage Ratio covenanted in the Master Indenture (i) by the end of the quarter during which the six-month anniversary of the date of implementation of the plan occurs (or such longer time as the Independent Consultant projects to be necessary). Any plan which does not meet the requirements of the preceding sentence shall within forty-five (45) days be amended to meet such requirements or be replaced with a substitute plan meeting such requirements. Copies of each such report and plan shall be sent to the Master Trustee and each Bond Trustee.

Insurance

Each Member will maintain, or cause to be maintained, insurance, in amounts and form, sufficient to cover the risk associated with its business operations, in addition to complying with requirements set forth in the Related Ground Lease. Coverage shall protect all properties of each Member and each Member and its agents, officers, employees, contractors and invitees from potential exposures that may be associated with the properties and the activities to be conducted at the properties. And, initially, each Member shall maintain or cause to be maintained at least the coverages in the amounts shown on Schedule A to the Master Indenture.

All such policies of insurance required by the Master Indenture shall be issued by and maintained in responsible insurance companies, organized under the laws of one of the states of the United States or under the laws of such other jurisdiction as legally permissible and having a rating in Best's Key Rating Guide of at least "A-." All such policies shall be carried in the name of the Member or Members covered, the Master Trustee, and, if applicable, in the names of the ground lessor under any Ground Lease, the Bond Trustee for the Bonds financing or refinancing the Project and the issuer of such Bonds as their respective interests may appear. All such policies for property and casualty insurance shall contain standard mortgage clauses which provide for Net Proceeds of insurance resulting from claims per casualty thereunder to be made payable directly to the Master Trustee. The Net Proceeds of property and casualty insurance shall be applied as provided in the Master Indenture. The Net Proceeds of use and occupancy (or loss of rent) insurance required under the Master Indenture shall be applied to the extent necessary to make payments required by the Master Indenture and any additional payments required under the Master Indenture as the same become due during the period of interruption of the covered Member's operations, as estimated by the covered Member and the Group Representative. Each policy shall contain a provision that the insurer shall not cancel nor modify it without giving prior written notice to each insured named therein, at least thirty (30) days before the cancellation or modification becomes effective. Not less than thirty (30) days prior to the expiration of any policy the Group Representative shall furnish the Master Trustee and applicable Bond Trustees evidence reasonably

satisfaction of any policy, the Group Representative shall furnish the Master Trustee and applicable Bond Trustee evidence reasonably satisfactory to the Master Trustee that the policy has been renewed or replaced in conformity with the provisions of the Master Indenture, or that there is no necessity therefor under the terms of the Master Indenture. In lieu of separate policies, the Obligated Group may maintain a single policy, blanket or umbrella policies, or a combination thereof, in which event the Group Representative shall deposit with the Master Trustee a certificate stating the amount of such insurance, the insurance provided, and the amount of coverage in force upon the property of each Member of the Obligated Group. The Group Representative shall promptly notify the Master Trustee and each Bond Trustee of any change in insurance for the property of the Obligated Group.

Damage, Destruction and Condemnation

In the event of any damage, destruction, condemnation, taking under the threat of condemnation or other similar action by a governmental entity requiring surrender of a Mortgaged Property (including without limitation, contractual arrangement under a Ground Lease which results in the termination at the option of the Lessor under the Ground Lease or a Ground Lease for a negotiated payment to the related Member) with respect to a Project (the "Damaged Project"), or to a Mortgaged Property (the "Damaged Mortgaged Property," or a "Damaged Project" or "Damaged Mortgaged Property" may be referred to in the Master Indenture as a "Damaged Property") the Member owning such Damaged Property (the "Affected Member") shall make a determination as to the amount of Net Proceeds anticipated to result therefrom and as to whether such amount is permitted by the Related Ground Lease to be paid to the Master Trustee within thirty (30) days of the occurrence of such damage, destruction, condemnation, taking or similar action.

If the Net Proceeds of any damage, destruction, condemnation or taking under the threat of condemnation with respect to the Damaged Property as determined by the Affected Member above are equal to or less than \$250,000, such Net Proceeds shall be transferred (to the extent permitted to be so transferred to the Master Trustee by the Related Ground Lease) to the Master Trustee for deposit in the Renewal Fund and shall be applied to repair.

D-29

restore, modify, improve or replace the Damaged Property. To the extent the Related Ground Lease requires Net Proceeds to be held by the landlord, the Affected Member may draw such Net Proceeds only after a requisition (containing the same information as would be required for a draw from the Renewal Fund) has been approved in writing by the Master Trustee. The Master Trustee is directed in the Master Indenture to make payments from the Renewal Fund (or to approve draws from Net Proceeds held by the landlord under the Related Ground Lease) for such purposes or to reimburse the Affected Member for costs paid by it in connection therewith upon receipt of a requisition signed by an Authorized Representative of the Affected Member or the Group Representative, stating with respect to each payment to be made: (1) the requisition number, (2) the name and address of the Person to whom payment is due, (3) the amount to be paid and (4) that each obligation mentioned therein has been properly incurred, is a proper charge against the Renewal Fund and has not been the basis of any previous withdrawal, which requisition shall be accompanied by copies of bills, invoices or receipts (as appropriate) for each payment made. Any balance of the Net Proceeds (in the Renewal Fund or released or to be released by the landlord under the Related Ground Lease) remaining after the Damaged Property has been repaired, restored or replaced to a state substantially like that prior to the event of damage, destruction or taking shall be transferred to the Revenue Fund for application as a revenue in accordance with the Master Indenture.

If the Net Proceeds of any damage, destruction, condemnation or taking under the threat of condemnation with respect to the Damaged Property as determined by the Affected Member pursuant to paragraph (a) above are greater than \$250,000, such Net Proceeds shall be transferred to the Master Trustee (to the extent permitted to be so transferred to the Master Trustee by the Related Ground Lease) for deposit in the Renewal Fund, and:

i) The Affected Member shall immediately determine (1) if (A) the repair, reconstruction, restoration or replacement of the Damaged Property or a portion thereof damaged or taken is economically feasible and permitted by the terms of the Related Ground Lease and will restore the Damaged Property to the physical and operating condition as existed before or (B) whether, in any event, such repair, reconstruction, restoration or replacement is the only legal or economically viable alternative under the Related Ground Lease, and (2) if the Affected Member will have sufficient funds from the Net Proceeds, business interruption insurance proceeds and other available funds to make the payments required under the Master Indenture when due, to pay the cost of repairing, reconstructing, restoring or replacing the portion of the Damaged Property affected by such loss, damage or condemnation (including without limitation Architectural Consultants' and attorneys' fees and expenses) and to pay Operation and Maintenance Expenses for such Damaged Property until completion of the repair, construction or replacement of such portion of the Damaged Property, which determination shall be reflected in a report that shall be delivered to the Master Trustee, the Bond Trustee for the Allocable Bonds financing the Damaged Property (the "Affected Bonds"), if any, and any Holder owning at least ten percent (10%) in aggregate principal amount of the Bonds within ninety (90) days of the occurrence of such damage, destruction, condemnation or taking. If the report

the Bonds, within ninety (90) days of the occurrence of such damage, destruction, condemnation or taking. If the report determines the foregoing conditions (1 and 2) are satisfied, then within ninety (90) days after delivery thereof, the Affected Member shall deliver to the Master Trustee:

A) the plans and specifications, prepared by an Architectural Consultant, necessary to effect such repair, reconstruction or replacement and an executed construction contract for such work (with a copy to the Bond Trustee for the Affected Bonds, if any);

B) cash in an amount equal to the funds, if any, in excess of Net Proceeds and business interruption insurance proceeds required by the report delivered under clause (i) above; and

C) such other documents and information as the Master Trustee or the Bond Trustee for the Affected Bonds, if any, may reasonably require; and

D) the Affected Member shall promptly proceed to repair, reconstruct and replace the affected portion of the Damaged Property, including all fixtures, furniture and equipment and effects, to its original condition to the extent possible. Each request for payment shall comply with the requirements for a construction requisition set forth in Exhibit D to the Master Indenture.

ii) If the Affected Member's report does not determine that the conditions are satisfied or fails to meet the requirements relating to repair or reconstruction or replacement described in clause (i) above, with respect to Net Proceeds from Damaged Project, the Affected Member shall prepay the Obligation (or that portion of the Obligation) financing the Damaged Project and the Affected Bonds

D-30

shall be redeemed as set forth in the Master Indenture and described in the second succeeding paragraph below and in accordance with the Related Financing Documents, and, with respect to Net Proceeds from a Damaged Mortgaged Property, the Master Trustee shall transfer the Net Proceeds to the Revenue Fund for application as revenues.

If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement undertaken pursuant to the Master Indenture, the Affected Member will nonetheless complete the work and will pay any cost in excess of the amount of the Net Proceeds held by the Master Trustee. Each Member agrees that if, by reason of any such insufficiency of the Net Proceeds, the Affected Member shall make any payments pursuant to the provisions of the Master Indenture, the Affected Member shall not be entitled to any reimbursement therefor from the Master Trustee, nor shall the Affected Member be entitled to any diminution of the amount payable under the Master Indenture or under the Related Financing Documents.

Under the circumstances described in paragraph (ii) above, the Obligation financing the Damaged Project, if any, shall be prepaid and the Affected Bonds, if any, redeemed in full in accordance with the Related Financing Documents and the Net Proceeds shall be transferred by the Master Trustee from the Renewal Fund to the Special Redemption Account of the Debt Service Fund for such purpose. If the Net Proceeds are insufficient to redeem such Obligation (or portion of the Obligation) as necessary to redeem the Affected Bonds in full in accordance with the Related Financing Documents, the Affected Member shall provide or cause to be provided to the Trustee for deposit into the Special Redemption Account of the Debt Service Fund moneys which, together with the Net Proceeds, will be sufficient to redeem the Affected Bonds in accordance with the Related Financing Documents. In the event that the Affected Member has completed any repair, reconstruction or replacement of the Damaged Property after the occurrence of any damage, destruction or condemnation or has redeemed the Affected Bonds in accordance with the requirements of the Master Indenture, and there are excess Net Proceeds, such excess shall be transferred by the Master Trustee to the Revenue Fund for application as revenues.

The occurrence of a casualty to or condemnation of any Project or Mortgaged Property or any portion thereof shall not entitle the Obligated Group to any abatement, postponement or reduction in the amounts payable under the Master Indenture or under the Related Financing Documents and each Member waives, to the extent permitted by law, the benefits and provisions of all laws and rights which, by reason of such casualty or condemnation, might relieve the Member from any of such obligations.

The Members and the Master Trustee acknowledge that the amount of Net Proceeds available to the Members and the Master Trustee may be limited by the terms of the applicable Ground Leases.

Permitted Encumbrances

No Member will create or suffer to be created or exist upon any property now owned or thereafter acquired by it any

no member can create or cause to be created or exist upon any property now owned or hereafter acquired by it any mortgage or other lien, security interest or other similar right or interest, servitude, easement, right-of-way, license, encumbrance, irregularity or defect in title, cloud on title, restriction, reservation or covenant running with the land, other than liens to secure the Obligations as required or permitted in the Master Indenture and Permitted Encumbrances. For the purposes of the Master Indenture, Permitted Encumbrances shall include the following:

i) liens arising by reason of good faith deposits with any Member in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by any Member to secure public or statutory obligations, or to secure or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of ground rent under any Ground Lease, taxes or assessments or other similar charges;

ii) any lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Member to participate in any funds established to cover any insurance risks or in connection with worker's compensation, unemployment insurance, old age pensions or other social security, or to share in the privileges or benefits required for institutions participating in such arrangements;

iii) any judgment lien against any Member permitted by the Master Indenture;

iv) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any property, to (i) terminate such right.

D-3 I

power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the use of such property for its intended purpose or materially and adversely affect the value thereof, or (ii) purchase, condemn, appropriate or recapture, or designate a purchaser of such property;

v) any liens on any property for taxes, assessments, levies, fees, water and sewer rents, other governmental and similar charges and payments in lieu of any of the foregoing, and any liens of mechanics, materialmen and laborers for work or services performed or materials furnished in connection with such property (i) which are not due and payable or are not delinquent, or (ii) the amount or validity of which are being contested in accordance with the requirements of the Master Indenture:

vi) any lease which, in the judgment of the Member whose property is subject thereto, is reasonably necessary or appropriate for or incidental to the proper and economical operation of such property, taking into account the nature and terms of the lease and the nature and purposes of the property subject thereto;

vii) utility, access and other easements, rights-of-way, restrictions and other minor defects, encumbrances, and irregularities in the title to any property which do not materially impair the use of such property for its intended purpose or materially and adversely affect the value thereof;

viii) rights reserved to or vested in any municipality or public authority to control or regulate any property or to use such property in any manner, which rights have not been violated and do not materially impair the use of such property for its intended purposes or materially and adversely affect the value thereof;

ix) any lien or security interest described in Exhibit B to the Master Indenture which is existing on the date of the Master Indenture, provided that no lien or security interest so described or the indebtedness secured thereby may be extended or renewed (which terms shall not apply to the filing of any continuation statements under the Uniform Commercial Code) or modified to spread to any property not subject to such lien or security interest on the date of the Master Indenture, except to the extent that such lien or security interest, as so extended, renewed or modified could have been granted or created under any provision of the Master Indenture;

x) any lien on property in which the Master Trustee for the benefit of the Holders has a security interest, so long as any such lien is of inferior rank and priority to all liens granted in favor of the Master Trustee for the benefit of the Holders;

xi) any lien in favor of the provider of a Credit Facility supporting payment of any Obligation which would be required or permitted to secure the Obligation to which the Credit Facility relates:

required or permitted to secure the obligation to which the Credit Facility relates;

xii) any lien on accounts receivable granted in favor of the transferee thereof in connection with a transfer permitted by the Master Indenture;

xiii) any purchase money security interest for equipment and other assets acquired by a Member in the ordinary course of business in accordance with the Master Indenture;

xiv) encumbrances arising directly from the establishment, as security for Indebtedness, of (i) Qualified Escrows, (ii) construction funds or other similar funds established to pay the costs of projects being financed by the Indebtedness secured thereby, (iii) debt service funds or other similar funds established to accumulate funds to pay the principal or redemption price of and interest on the Indebtedness secured thereby, (iv) depreciation reserve funds or other similar funds established to provide a proper matching between Revenues Available for Debt Service and Debt Service Requirements, and (v) debt service reserve funds, renewal and replacement funds or other reasonably required reserve funds; provided that, in each case, the Master Trustee shall have received an Officer's Certificate certifying that establishment of the fund or account and any obligation of a Member to make deposits therein are upon commercially reasonable terms consistent with prevailing market conditions at the time the fund or account is established. If any such fund or account is established in accordance with the foregoing, the holder of the Indebtedness secured thereby shall be entitled to a first lien thereon and may exercise such rights and remedies with respect thereto as are available under applicable law and the terms of the Related Financing Documents;

(xv) any Ground Lease and any extension, renewal, modification or replacement of the same;
and

D-32

(xvi) any lien consented to by the Master Trustee as not adversely affecting any Holder or following consent of the Majority Applicable Holders to the same.

Sale, Lease or Other Disposition of Assets

Each Member shall be permitted to transfer assets to other Members without limitation under the Master Indenture, but may not transfer assets to any other Person, unless:

i) the transfer is permitted under the provisions of the Master Indenture regarding consolidation, merger, sale or conveyance;

ii) the transfer involves only property (including, without limitation, cash and cash equivalents used to pay for Operating and Maintenance Expenses) which is retired, replaced or otherwise disposed of in the ordinary course of business, including but not limited to property which has become or is reasonably expected to become, within twenty-four (24) months, inadequate, obsolete or unnecessary;

iii) the transfer involves only cash and investments (i) excluded from Gross Revenues or (ii) being distributed or paid to the Members (or their owners) from the Facility Surplus Fund in accordance with the Master Indenture;

iv) the transfer (i) involves (A) cash, investments or accounts receivable (whether made with or without recourse for uncollectible accounts), (B) contract rights or (C) any other property (including real property, fixtures and tangible personal property) from the ownership or operation of which no Operating Revenues are or have been received during the preceding twelve months and (ii) is made for fair consideration; provided, however, that the relinquishment of the certain property in accordance with the Master Indenture shall be deemed to meet the requirements of the Master Indenture as described therein;

v) the transfer consists of relinquishing a Ground Lease for a Ground Lease on the same Project, Mortgaged Property or Additional Property consented to by the Master Trustee in accordance with the provisions of the Master Indenture; or

vi) the transfer is in connection with the posting of collateral under a Note securing a Hedge in accordance with the terms of the Hedge; and

vii) in all other cases:

i) the Master Trustee receives an Officer's Certificate certifying either (or both) of the following: (A)

if less than all Allocable Bonds are to be redeemed, or if there are no Allocable Bonds, how much, if any, of each Obligation will need to be redeemed, refinanced or defeased as necessary in order to maintain a Senior Debt Service Coverage Ratio for the twelve month period following such redemption or defeasement which equals or exceeds 1.50 and Debt Service Coverage Ratio for the next twelve month period which equals or exceeds 1.30; or (B) if all Allocable Bonds are to be redeemed or defeased, that the Senior Debt Service Coverage Ratio for the twelve month period following such redemption or defeasance will equal or exceed 1.40 and the Debt Service Coverage Ratio for such twelve month period will equal or exceed 1.25;

ii) the Obligated Group within sixty (60) days causes the Allocable Bonds to be redeemed, refinanced or defeased in at least the amounts, if any, certified to in (i) above;

iii) if the asset is a Project or portion thereof, the Master Trustee receives an Opinion of Bond Counsel to the effect that the exclusion of interest on the related Bonds from gross income for federal income purposes will not be adversely affected by such disposition and that all state law requirements arising from the repayment of the Bonds to be redeemed have been fulfilled; and

iv) a Confirmation of Rating is first obtained.

D-3 3

Consolidation, Merger, Sale or Conveyance

No Member will merge or consolidate with or sell or convey all or substantially all of its assets to any Person not a Member of the Obligated Group unless such transaction will involve a release of the affected Member pursuant to the provisions of the Master Indenture from the Obligated Group and will meet the requirements of the Master Indenture for the sale, lease or disposition of assets (see " - Sale, Lease or Other Disposition of Assets" above) or:

i) it first complies with the applicable requirements of the Related Financing Documents and the Related Ground Lease for each Project, Mortgaged Property and Additional Property affected;

ii) the entity formed by such consolidation or into which the Member is merged or the Person which acquires by conveyance or transfer the properties and assets of the Member substantially as an entirety shall be an entity organized and existing under the laws of the United States of America or any state or the District of Columbia, and shall expressly assume, by an amendment to the Master Indenture, executed and delivered to the Master Trustee, the due and punctual payment of the amounts which may become due under the Master Indenture and the due and punctual performance and observance of every covenant and condition of the Master Indenture, and of the Related Financing Documents and the Related Ground Lease for each Project, Mortgaged Property and Additional Property affected, on the part of the Member to be performed or observed;

iii) the Master Trustee shall receive an Opinion of Counsel in form and substance satisfactory to the Master Trustee to the effect that (i) any such consolidation, merger, sale, or conveyance, and any such assumption, complies with the provisions of the Master Indenture and (ii) any necessary Supplemental Indenture and amendments to financing statements and Related Financing Documents under the Uniform Commercial Code or such other applicable law necessary to maintain perfection of the security interests of the Master Indenture and the applicable Mortgage have been filed;

iv) the Master Trustee shall receive an Opinion of Bond Counsel in form and substance satisfactory to the Master Trustee to the effect that any such consolidation, merger, sale or conveyance and any such assumption, shall not adversely affect the exclusion of interest on the related Bonds from the gross income of the holders thereof under the Code;

v) the Member shall have given written notice to the Master Trustee and each Holder at least fifteen (15) days prior to such merger or consolidation, sale or conveyance;

vi) the net worth of the surviving, resulting or transferee entity immediately following the merger, consolidation or transfer is equal to or greater than the net worth of the Member immediately preceding the merger

consolidation or transfer is equal to or greater than the net worth of the Member immediately preceding the merger, consolidation or transfer, as evidenced by the certificate of an Independent Public Accountant, or by an Officer's Certificate of the Member in the case of a transfer where the transferee and transferor have no liabilities other than those relating to the Obligations (and to the properties being transferred);

vii) any litigation or investigations in which the surviving, resulting or transferee entity or its officers and directors or partners are involved, and any court, administrative or other orders to which the surviving, resulting or transferee entity or its officer and directors or partners are subject, relate to matters arising in the ordinary course of business;

viii) after the merger, consolidation or transfer, the affected Projects, Mortgaged Properties and Additional Properties shall continue to be operated as required by the Related Financing Documents and the Related Ground Leases;

ix) the Member or such successor entity, as the case may be, immediately after such merger or consolidation, or such sale or conveyance, would not be in default in the performance or observance of any covenant or condition under the Master Indenture, under any of the Related Financing Documents or the Related Ground Lease of any affected Project or Mortgaged Property or Additional Property;

D-34

a Confirmation of Rating is first obtained; and

(xi) any necessary amendments to financing statements under the Uniform Commercial Code or such other applicable law necessary to maintain perfection of the security interests of the Master Indenture and the applicable Mortgage shall be filed.

Any entity which succeeds to and assumes the obligations of a Member pursuant to the Master Indenture shall be required to execute and deliver to the Master Trustee such documents and instruments as are, in the Opinion of Counsel, necessary or appropriate for the purpose of effectuating such succession and assumption. Thereafter, the successor entity shall be deemed a Member for all purposes under the Master Indenture. In such case and as a condition to any such merger, conveyance or transfer, the successor entity shall assume the Related Financing Documents, the Related Ground Lease, the Related Mortgage and all liability under the Master Indenture and the outgoing Member shall be released from all liability under the Master Indenture, the Related Financing Documents, the Related Ground Lease and the Related Mortgage.

Books and Records, Filing of Financial Statements, Certificate of No Default, Other Information

Each Member shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Member in accordance with generally accepted accounting principles.

As soon as practicable but in no event later than 90 days after the end of each Fiscal Year, the Group Representative shall file with the Master Trustee, each Rating Agency and any other party required by the terms of any applicable financing, (i) financial statements for each Member on (as the Group Representative shall determine in its reasonable discretion) an individual or combined basis for some or all of the Members for such Fiscal Year, in each case prepared in accordance with generally accepted accounting principles and examined and reported on by an Independent Public Accountant, (ii) an Officer's Certificate and a certificate of an Independent Public Accountant stating whether, to the best knowledge of the signers, the Obligated Group is in default in the performance of any covenant contained in the Master Indenture and, if so, specifying each such default of which the signers may have knowledge, (iii) the items required by the Master Indenture with respect to the Debt Service Coverage Ratio and the Senior Debt Service Coverage Ratio, and (iv) if requested by the Master Trustee, evidence in the form of a coverage certificate to the effect that the insurance required by the Master Indenture remains in effect.

No later than forty-five (45) days after the end of each fiscal quarter, the Group Representative shall file with the parties named above (i) unaudited financial information of the Obligated Group for such preceding fiscal quarter, including a combined statement of operations prepared on a budget comparative basis for such fiscal quarter and Fiscal Year to date, a combined statement of financial position, a combined statement of cash flows and a combined statement of changes in Members' equity; (ii) an occupancy report for each Member, (iii) subleasing and rental information of the type contained within "Tenants and Leases" section of the Official Statement for each Project, Mortgaged Property and Additional Property; (iv) a table updating Exhibit E to the Master Indenture; (v) the debt service coverage calculations required by the Master Indenture; (vi) if the Senior Debt Service Coverage Ratio

Indenture, (v) the Debt Service Coverage Ratio required by the Master Indenture, (vi) if the Senior Debt Service Coverage Ratio or the Projected Senior Debt Service Coverage Ratio delivered with the certification has been below 1.30 for eight consecutive fiscal quarters, a notice (a "Notice of Reserve Fund Increase") notifying the Master Trustee and the Bond Trustees that the Debt Service Reserve Requirement has increased to one hundred percent (100%) of maximum annual debt service for all Series of Bonds (subject to the requirements of Section 148(g) of the Code); and (vii) at any time following the delivery of a Notice of Reserve Fund Increase, if the Senior Debt Service Coverage Ratio and the Projected Senior Debt Service Coverage Ratio has been above 1.30 for twenty (20) consecutive fiscal quarters, a notice (a "Notice of Reserve Fund Decrease") notifying the Master Trustee and the Bond Trustees that the Debt Service Reserve Requirement has decreased to fifty percent (50%) of the maximum annual debt service for all Series of Bonds (subject to the requirements of Section 148(g) of the Code).

If an Event of Default shall have occurred and be continuing, each Member shall (i) file with the Master Trustee such other financial statements and information concerning the operations and financial affairs of such Member (or of any consolidated group of companies of which such Member is a member) as the Master Trustee may from time to time reasonably request, and (ii) provide access to the facilities of such Member for the purpose of inspection by the Master Trustee during regular business hours or at such other times as the Master Trustee may reasonably request.

D-3 5

At least thirty (30) days prior to the start of each Fiscal Year, the Group Representative shall file a copy with the Master Trustee of a consolidated annual cash budget for the operations of the Members of the Obligated Group for such Fiscal Year of all of the facilities owned by the Members and Current Estimated Tenant Improvement Requirement for the Members (looking forward to the next two Fiscal Years), and any amendments to such budget, or Current Estimated Tenant Improvement Requirement within thirty (30) days of approval by the Members; and

Promptly upon its receipt by any Member or the Group Representative from the Internal Revenue Service as to an audit of the tax-exempt status of any Tax Exempt Bonds, or from the Securities Exchange Commission concerning any disclosure relating to any Bonds, the Group Representative shall file a copy of the same with the Master Trustee.

The Group Representative or the applicable Member, shall deliver to the Master Trustee prompt written notice of any litigation or regulatory or other proceeding or investigation in which any Member is a party if such litigation, proceeding or investigation, if decided against the Member, would have a Material Adverse Effect, and, to the extent feasible, the status of the Member's defense of such claim or proceeding.

Immediately upon becoming aware of the existence of any condition or event which constitutes a default or an Event of Default under the Master Indenture or an event of default under the Related Financing Documents or the Ground Leases or an Act of Bankruptcy, each Member will cause the Group Representative to deliver to the Master Trustee a written notice specifying the nature and period of existence thereof and what action the Obligated Group is taking or proposes to take with respect thereto.

Promptly upon any change in the properties producing Net Revenues from Additional Properties, a new Schedule B to the Master Indenture, and promptly upon any change or new information that would make the information on any other Schedule untrue, the Group Representative shall deliver to the Master Trustee an appropriately revised version of such Schedule containing the corrected and updated information.

Prior to any new Member joining the Obligated Group, the Group Representative shall deliver to the Master Trustee the items required above with respect to the new Member, to the extent the same are available or can reasonably be made available.

On or before the Business Day prior to each January 1 and July 1, the Group Representative shall provide to the Master Trustee the recalculated Debt Service Reserve Requirement calculated in accordance with the definition thereof as of the next January 1 or July 1, as applicable. The Group Representative shall certify that the amounts specified were calculated in accordance with the requirements of the Master Indenture.

The Debt Service Coverage Ratio, Senior Debt Service Coverage Ratio and Projected Debt Service Coverage Ratio and Projected Senior Debt Service Coverage Ratio shall be calculated in accordance with the requirements of the respective definition thereof, by the Group Representative: (i) quarterly (as of the end of each quarter of the Fiscal Year) for the twelve-month period ending on the last day of such quarter; provided, however, that in the first year following issuance of the initial Obligations under the Master Indenture, such testing shall be based on an annualization of the period from such issuance until the date for which the test is to be computed; each quarterly testing shall be performed within forty-five (45) days of the end of the applicable quarter and shall be

to be completed, each quarterly testing shall be performed within forty-five (45) days of the end of the applicable quarter and shall be based upon the quarterly unaudited financial reports for the immediately preceding four quarters required by the Master Indenture, and (ii) annually (as of the end of each Fiscal Year) for such Fiscal Year; each annual testing shall be performed within 100 days of the end of such Fiscal Year on the basis of the annual financial statements of the Members for such Fiscal Year required to be delivered pursuant to the Master Indenture.

The Group Representative shall cause to be delivered to the Master Trustee on behalf of each Member the items required to be delivered pursuant to the Related Financing Documents to the Holders and bondholders.

The Group Representative shall deliver to the Master Trustee all filings with the Municipal Securities Rulemaking Board (whether or not such filing has occurred via the Electronic Municipal Market Access at www.cmma.msrb.oil <<http://www.cmma.msrb.oil>>), not later than five (5) days following the day the filing is made with the Municipal Securities Rulemaking Board.

D-36

The Group Representative may deliver to the Master Trustee for implementation on the first Business Day on or after each February 16, May 16, August 16 and November 16, a notice (a "Qualified Distribution Notice") in which the Group Representative shall certify and provide evidence that certain requirements are met as follows:

- i) certify and provide copies of the Senior Debt Service Coverage Ratio most recently required to be delivered pursuant to the Master Indenture demonstrating that such Senior Debt Service Coverage Ratio equals or exceeds 1.30;
- ii) certify and provide copies of the Projected Senior Debt Service Coverage Ratio most recently required to be delivered pursuant to the Master Indenture demonstrating that such Projected Senior Debt Service Coverage Ratio equals or exceeds 1.25;
- iii) certify that no Event of Default has occurred and is continuing under the Master Indenture; and
- iv) certify that all requirements that must be satisfied before amounts may be transferred to the Facility Surplus Fund for the immediately prior month have been so satisfied.

Within 100 days of the end of each fifth Fiscal Year of the issuance of the first Obligation under the Master Indenture, the Group Representative shall deliver to the Master Trustee a report of an independent real estate consultant concerning the appropriate size of the Annual Maintenance Reserve Fund Deposit and a certificate of the Group Representative setting forth the per square foot amount to be deposited until the next adjustment required or permitted thereunder, all as required by the Master Indenture.

Compliance with Related Financing Documents and Related Ground Leases

Nothing contained in the Master Indenture shall be construed as relieving any Member of any of its obligations under the terms of any Related Financing Documents or Related Ground Leases. Without limiting the generality of the foregoing, the Members shall not take or cause or permit to be taken any action permitted pursuant to the terms of the Master Indenture except upon compliance with such additional requirements as may be applicable thereto under the terms of such Related Financing Documents or Related Ground Leases including, without limitation, the requirements designed to assure that the exclusion of interest on any Tax Exempt Bond from the gross income of the holders thereof for federal income tax purposes is not adversely affected.

Each Member shall timely pay all rent due and owing under the Related Ground Lease from Gross Revenues retained for such purpose, or, if such Gross Revenues are insufficient for such purpose, from Gross Revenues held under the Master Indenture (which shall be released by the Master Trustee, first from the Prepaid Rent Account, second from the General Account of the Revenue Fund, third from the Facility Surplus Fund, and fourth from the Current Operations Fund).

Subordination of Certain Payments

Each Member agrees to subordinate distributions to owners of the Member and all other expenses that are not included in Operation and Maintenance Expenses to payment of principal and interest on the Senior Obligations and the Subordinate A

Operation and Maintenance Expenses to payment of principal and interest on the Senior Obligations and the Subordinate A Obligations, all other payments under the Master Indenture (other than payments with respect to any Subordinate B Obligations) and to all lease payments under the Ground Leases.

Management Agreement

The initial Manager for the Projects and the Mortgaged Properties shall be Aeroterm U.S., Inc., pursuant to the Management Agreements. Any amendment or termination of any Management Agreement shall be approved by the Master Trustee (at the direction of the Majority Applicable Holders'), which shall not be unreasonably withheld; provided, however, that no such approval will be required when (i) such termination is due to a default by the Manager under such agreement and (ii) (A) such amendment is merely an extension of the term thereof (which does not otherwise materially increase the Manager's rights or decrease the Manager's obligations under such agreement), (B) does not materially increase the Manager's rights or decrease the Manager's obligations under such agreement, or (C) changes the fees paid to the Manager so long as such fees meet the requirements set forth in the initial Management Agreement, as described below.

D-3 7

Any or all of the Management Agreements may be assigned to and assumed by a new management company without approval of the Master Trustee, any Holder or any holder of the Bonds, provided that at the time of such assignment and assumption (i) the new management company manages at least 200,000 square feet of cargo facilities and (ii) the new management company's senior management personnel have at least three (3) years of experience in managing cargo facilities.

Any or all of the Management Agreements may be replaced with a new management agreement entered into with a new management company without approval of the Master Trustee, any Holder or any holder of the Bonds and a management agreement with a management company may be entered into with respect to any new Project, Mortgaged Property or Additional Property, provided, in any of the cases, that at the time of execution of such new management agreement, (i) the new management company manages at least 200,000 square feet of cargo facilities, (ii) the new management company certifies that such management company's senior management personnel has at least three (3) years of experience in managing cargo facilities, (iii) the new management company certifies that such management company's duties, rights and obligations under the new management contract are substantially similar to the Manager's duties, rights and obligations under the initial Management Agreement and (iv) the fees contained in the new management agreement are not at a rate as a percentage of gross receipts for the applicable Project, Mortgaged Property or Additional Property that is materially greater than the fees set forth in the initial Management Agreement; provided, however, that the fee rates may be higher so long as they represent a market rate, as so certified to by the Group Representative.

Except in the case of revisions, amendments and contracts not requiring Master Trustee consent or approval, notwithstanding any other provision of the Master Indenture, no revisions or amendments to any existing management agreement at a Project which materially increase the Manager's rights or extend the Management Agreement beyond the term of the Related Ground Lease, and no new management agreement shall be effective unless and until there is first delivered to the Master Trustee and each affected Bond Trustee an Opinion of Counsel to the effect that such revisions, amendments or new agreement will not cause interest on the related Tax Exempt Bonds to be includable in the gross income of the holders thereof.

Nothing in the Master Indenture shall be understood to require that all Projects and Mortgaged Properties be under common management or that as a new Project, Mortgaged Property or Additional Property is financed or pledged under the Master Indenture that such Project, Mortgaged Property or Additional Property must be managed by any then current Manager, including, without limitation, the initial Manager.

Additional Collateral

The Members shall pledge such additional collateral to secure a particular Series of Bonds or other indebtedness evidenced by an Obligation as shall be required pursuant to the Related Financing Documents including any amounts in the construction fund or Project or similar fund and the Debt Service Reserve Fund for a Series of Bonds.

In addition, the Master Trustee may, in connection with the issuance of Additional Obligations or in connection with any testing of a financial covenant under the Master Indenture, reasonably require a pledge of such additional collateral as reasonably necessary in order to assure such Member and the Obligated Group meet the financial covenants set forth in the Master Indenture. Such additional collateral may include, without limitation, one or more Mortgaged Properties and the revenues therefrom, Net Revenues Available from Additional Properties, and other revenues available from properties for which no Mortgage is provided.

Revenues payable from Additional Properties, and other revenues payable from properties for which no mortgage is provided.

If the Related Financing Documents for any Project financed or refinanced with Bonds do not require establishment of a Debt Service Reserve Fund, the Master Trustee shall establish one under the Master Indenture for the security and benefit of said Bonds unless the Holders of a majority in aggregate principal amount Outstanding of the Obligations waive such requirement.

No Additional Property shall be removed from Schedule B to the Master Indenture without a Confirmation of Rating. On any date an Additional Property is added to or removed from Schedule B to the Master Indenture, a new Schedule B to the Master Indenture shall be concurrently delivered to the Master Trustee and Rating Agency by the Group Representative.

D-3S

Environmental Matters

Each Member warrants in the Master Indenture that:

i) No Member has any actual knowledge of any claim nor has any such Member received any notice of any claim, and no proceeding has been instituted raising any claim against any such Member or any of the real property or other assets now or formerly owned, leased or operated by it, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect. Except as otherwise disclosed to the Master Trustee in writing:

ii) no Member has any actual knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from, occurring on or in any way related to real property now or formerly owned, leased or operated by any Member or to other assets or their use, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect;

iii) no Member has stored any Hazardous Materials on real property now or formerly owned, leased or operated by it nor has it disposed of any Hazardous Materials in a manner contrary to any Environmental Laws in each case in any manner that could reasonably be expected to result in a Material Adverse Effect; and

iv) all buildings on all real property now owned, leased or operated by each Member are in compliance with applicable Environmental Laws, except where failure to comply could not reasonably be expected to result in a Material Adverse Effect.

Extensions of Ground Leases

Under the Master Indenture each Member of the Obligated Group either represents and warrants that it has exercised its option under its respective Ground Lease to extend the term of such Ground Lease to the date indicated on Exhibit E to the Master Indenture, or covenants that it will extend the term of such Ground Lease when it becomes able to do so under the terms of such Ground Lease to the date indicated on Exhibit E to the Master Indenture.

Subtenants under Ground Leases

Under the Master Indenture, each Member of the Obligated Group will at all times (i) use its best efforts to retain tenants in space leased by such Member and (ii) optimize the economic performance of space leased by such Member.

No Member of the Obligated Group will at any time induce (or permit a Nonmember Affiliate to induce) any tenant occupying space leased by such Member through incentives, including, but not limited to, below market rental rates, to transfer to any space leased by a Nonmember Affiliate, provided, however, that the Master Indenture does not prevent a Nonmember Affiliate from responding to the request of a tenant of any Member for a quote of market rental rates relating to available space leased by such Nonmember Affiliate in order to meet the stated business and operational needs and objectives of such tenant or prevent such Nonmember Affiliate from entering into a lease based on the market rental rates if the transaction is otherwise permitted by the Master Indenture. No Member will permit any termination of a tenant lease in advance of its stated expiration unless it receives compensation equal to the forgone Gross Revenues during the term of the terminated lease which compensation may be either paid consistently with the payment terms of the lease or paid up front based on a present value calculation.

Events of Default

"Event of Default", as used in the Master Indenture, shall mean any of the following events of which the Master Trustee has received actual written notice (provided that the Master Trustee shall be deemed to have received written notice with respect to any event specified in the Master Indenture as described in paragraph (i) below), unless in each case cured within any applicable grace period by a Member and/or the Obligated Group, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

D-39

i) (A) if the Members of the Obligated Group shall fail to make any payment of principal, redemption price or interest when due under the terms of any Senior Obligation or any Subordinate Class A Obligation and such failure continues to exist upon the expiration of any applicable grace period; or

(B) if the Members of the Obligated Group shall fail to make any payment of principal, redemption price or interest due under the terms of any Subordinate Class B Obligation by the first July 1 following the date on which such amount first becomes due. Moreover, notwithstanding anything in the clause above to the contrary, so long as the failure to make payment of principal, redemption price or interest when due under the terms of any Subordinate Class B Obligation is due solely to the fact that a Qualified Distribution Notice could not be delivered, such failure shall not constitute a default or Event of Default under the Master Indenture.

ii) if any Member shall fail to observe or perform any covenant or agreement contained in the Master Indenture, any Mortgage or any Related Financing Documents or Related Ground Leases for any Obligations, which failure would have a Material Adverse Effect, and such failure continues for a period of thirty (30) days after written notice of such failure, requiring the same to be remedied, shall have been given by the Master Trustee to the Members of the Obligated Group, the giving of which notice shall be at the discretion of the Master Trustee unless the Master Trustee is requested in writing to do so by the Holders of at least 25% in aggregate principal amount of all Outstanding Senior Obligations, or if no Senior Obligations are Outstanding, of all Outstanding Subordinate Class A Obligations, or if no Senior Obligations and no Subordinate Class A Obligations are Outstanding, all Outstanding Subordinate Class B Obligations, in which event such notice shall be given; provided, however, that if such observance or performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied within such thirty (30) day period, no Event of Default shall be deemed to have occurred or to exist if, and so long as, the defaulting Member shall commence such work, action or other remedy within such thirty (30) day period and shall diligently and continuously prosecute the same to completion; or

iii) if any Member shall default in the payment of any Indebtedness (other than Obligations issued and Outstanding under the Master Indenture), whether such Indebtedness now exists or shall hereafter be created, and any period of grace with respect thereto shall have expired, or an event of default as defined in any Related Financing Documents under which any Indebtedness may be issued, secured or evidenced shall occur, which default in payment or event of default shall result in such Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable; provided, however, that such default shall not constitute an Event of Default if within the time allowed for service of a responsive pleading in any proceeding to enforce payment of the Indebtedness under the laws governing such proceeding (A) one (1) or more Members of the Obligated Group in good faith commence and diligently continue proceedings to contest the existence or payment of such Indebtedness, and (B) sufficient moneys are escrowed with a bank or trust company for the payment of such Indebtedness; or

iv) if an Act of Bankruptcy with respect to any Member shall occur; or

v) if an "Event of Default" under any of the Ground Leases shall occur and is not waived and with respect to which all grace and cure periods have expired; or

vi) if an event of default or termination event with respect to which any Member is the defaulting party or affected party under any Hedge, shall occur and is not waived and with respect to which all grace and cure periods have expired; or

vii) if any warranty, representation, certification, financial statement or other information made or furnished to induce the Master Trustee to enter into the Master Indenture or allow any Obligation to be issued, or made or furnished, at any time, in or pursuant to the terms of any Related Financing Document or the Ground Leases by the Group Representative or any Member

in or pursuant to the terms of any Related Financing Document or the Ground Leases by the Group Representative or any Member shall prove to have been false or misleading in any material respect when made or furnished and shall result in a Material Adverse Effect and, if capable of being cured, such misrepresentation shall continue uncured for thirty (30) or more days from the discovery thereof; provided that if the Obligated Group commences efforts to cure such misrepresentation within such thirty (30) day period the Obligated Group may continue to effect such

D-40

cure of the misrepresentation and such misrepresentation shall not be deemed an Event of Default if the Obligated Group is diligently pursuing the cure.

Upon the occurrence of an Event of Default, then, and in every such case, the Master Trustee (A) at the written request of the Holders of at least 25% in aggregate principal amount Outstanding of the Senior Obligations or (B) in the case of an Event of Default described in paragraph (i) above, without any such request, shall declare the principal of all the Senior Obligations and the interest accrued thereon to be immediately due and payable and provide notice of the same to the Group Representative and upon any such declaration, all Debt Service on the Senior Obligations become immediately due and payable. Notwithstanding the foregoing, the Senior Obligations shall not be subject to acceleration in the event the applicable Event of Default relates solely to payment of Debt Service on the Subordinate Obligations.

Upon the occurrence of an Event of Default, then, and in every case, the Master Trustee (A) at the written request of the Holders of at least 25% in aggregate principal amount Outstanding of the Subordinate Class A Obligations and with Special Senior Consent if any Senior Obligations remain Outstanding, and (B) if no Senior Obligations remain Outstanding, without any such request, in the case of an Event of Default described in paragraph (i) above, shall declare the principal of all of the Subordinate Class A Obligations and the interest accrued thereon to be immediately due and payable and give notice of the same to the Group Representative and upon any such declaration, all Debt Service on the Subordinate Class A Obligations shall become immediately due and payable. Notwithstanding the foregoing, the Subordinate Class A Obligations shall not be subject to acceleration in the event the applicable Event of Default relates solely to payment of the Debt Service on the Subordinate Class B Obligations.

Upon the occurrence of an Event of Default if no Senior Obligations or Subordinate Class A Obligations remain Outstanding, the Master Trustee (A) at the written request of the Holders of a majority in aggregate principal amount Outstanding of the Subordinate Class B Obligations and (B) if no Senior Obligations and no Subordinate Class A Obligations remain Outstanding without any such request in the case of an Event of Default under (i) above, shall declare the principal of all of the Subordinate Class B Obligations and the interest accrued thereon to be immediately due and payable and give notice of the same to the Group Representative and upon such declaration all Debt Service on the Subordinate Class B Obligations shall become immediately due and payable.

Any declaration pursuant to the Master Indenture as described in the immediately preceding three paragraphs above shall be subject to the condition that if, at any time after the principal of all Notes or other Obligations of a Class of Obligations shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as provided in the Master Indenture: (i) the Members of the Obligated Group shall deposit with the Master Trustee a sum sufficient to pay (A) all matured installments of interest upon all Notes or other Obligations and the principal and premium, if any, of all such Notes or other Obligations that shall have become due otherwise than by acceleration (with interest on overdue installments of interest, to the extent permitted by law and on such principal and premium, if any, at the respective rates borne by such Notes or other Obligations to the date of such deposit) and any other amounts required to be paid pursuant to such Notes or other Obligations, (B) all amounts due on any Note or any other such Obligation other than by reason of acceleration and (C) the expenses and fees of the Master Trustee; and (ii) any and all Events of Default under the Master Indenture, other than the (X) nonpayment of principal of and accrued interest on Outstanding Obligations that shall have become due by acceleration and (Y) nonpayment of principal or interest on the Subordinate Obligations if any Senior Obligations remain Outstanding (and the Holders of the majority in aggregate principal amount Outstanding of the Senior Obligations have waived such nonpayment) and (Z) when no Senior Obligations remain Outstanding, nonpayment of principal or interest on the Subordinate Class B Obligations if any Subordinate Class A Obligations remain Outstanding (and the Holders of the majority in aggregate principal amount Outstanding of the Subordinate Class A Obligations have waived such nonpayment), shall have been remedied, then and in every such case, the Master Trustee may and, if requested by the Holders of a majority in aggregate principal amount of all Senior Obligations then Outstanding (or if no Senior Obligations remain Outstanding, of all Subordinate Class A Obligations then Outstanding, or if no Senior Obligations and no Subordinate Class A Obligations remain Outstanding, of all Subordinate Class B Obligations then Outstanding), shall waive all Events of Default and rescind and annul such declaration and its consequences, but no such waiver or rescission and annulment shall extend to or affect any subsequent Event of Default.

D-41

Payment of Obligations on Default

Upon the occurrence of an Event of Default as described in the Master Indenture and upon demand of the Master Trustee, the Members shall pay to the Master Trustee, for the benefit of the Holders of all Obligations then Outstanding: (a) the whole amount that then shall have become due and payable on all such Obligations for principal or interest, or both, and such other amounts as may be required to be paid on all such Obligations, with interest upon the overdue principal and installments of interest (to the extent permitted by law) at the respective rates of interest borne by such Obligations or as provided in the applicable Supplemental Indenture, and (b) such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to the Master Trustee, its agents, attorneys and counsel, and any expenses incurred by the Master Trustee other than as a result of its negligence or bad faith.

Suit for Moneys Due; Other Remedies

In case any Member shall fail forthwith to pay the amounts due as described in the preceding caption upon such demand of the Master Trustee and unless such failure is cured in whole by one (1) or more Members of the Obligated Group, the Master Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to and shall, upon direction of the Majority Applicable Holders, and upon being indemnified as provided in the Master Indenture, institute any actions or proceedings at law or in equity (including, without limitation, foreclosure actions) for the collection of the sums so due and unpaid, enforce the terms of the Master Indenture, of one or more of the Mortgages and the Related Financing Documents and each and every right of the Master Trustee under the Master Indenture and thereunder and may prosecute any such actions or proceedings to judgment or final decree, and may enforce any such judgment or final decree against each Member, and collect in the manner provided by law out of the property of the Obligated Group wherever situated the moneys adjudged or decreed to be payable. The Master Trustee, upon the bringing of any action or proceeding at law or in equity as described in this paragraph, as a matter of right, without notice and without giving bond to any member of the Obligated Group, may, to the extent permitted by law, have a receiver appointed of all of the property of the Obligated Group pending such action or proceeding, with such powers as the court making such appointment shall confer.

Proceedings in Bankruptcy

In case there shall be pending proceedings for the bankruptcy or for the reorganization or arrangement of any Member under the United States Bankruptcy Code or any other applicable law, or in case a receiver or trustee shall have been appointed for its property, the Master Trustee, irrespective of whether the principal of Notes of any series shall then be due and payable as therein expressed or any amount in respect of any other Obligation is then payable or by declaration or otherwise, and irrespective of whether the Master Trustee shall have made any demand pursuant to the provisions of the Master Indenture, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal, premium, if any, interest and any other amounts owing and unpaid in respect of Notes of all series and amounts owing and unpaid in respect of any other Obligation, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Master Trustee and of the Holders of the Obligations allowed in such judicial proceedings relative to such Member of the Obligated Group, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is authorized in the Master Indenture by each of such Holders to make such payments to the Master Trustee, and, in the event that the Master Trustee shall consent to the making of such payments directly to such Holders, to pay to the Master Trustee any amount due it for compensation and expenses, including counsel fees incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses and counsel fees out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, moneys, securities and other property which the Holders of the Obligations may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Suit by Master Trustee

All rights of action and rights to assert claims under any Obligation may be enforced by the Master Trustee without the possession of such Obligation on any trial or other proceedings instituted by the Master Trustee. In any proceedings brought by the

Master Trustee (and also any proceedings involving the interpretation of any provision

D-42

of the Master Indenture to which the Master Trustee shall be a party), the Master Trustee shall be held to represent all the Holders of Obligations, and it shall not be necessary to make any Holders of Obligations parties to such proceedings.

Application of Moneys Collected

During the continuation of any Event of Default, any amounts collected by the Master Trustee pursuant to the occurrence of an Event of Default under the Master Indenture and all moneys on deposit in the Funds and Accounts established under the Master Indenture shall be applied, (i) first, for the equal and ratable benefit of the Holders of Senior Obligations and (ii) second, for the equal and ratable benefit of the Holders of all Subordinate Obligations and (iii) third, for the equal and ratable benefit of all Subordinate Class B Obligations in the order following, at the date or dates fixed by the Master Trustee for the distribution of such moneys, upon presentation of such Obligations, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

i) to the payment of costs and expenses of collection, including reasonable fees of Counsel and reasonable compensation to the Master Trustee and each Bond Trustee, and any other outstanding fees and expenses of the Master Trustee; and

ii) whether or not the principal of all Outstanding Notes and amounts under all other Obligations shall have become or have been declared due and payable:

FIRST: Subject to the Master Indenture, to the payment to the Persons entitled thereto of all installments of interest then due on any Senior Obligations in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due on such date, without any discrimination or preference;

SECOND: To the payment to the Persons entitled thereto of the unpaid principal installments which shall have become due, whether at maturity (including accelerated maturity) or by call for redemption, on any Senior Obligations in order of their due dates and, if the amounts available shall not be sufficient to pay in full all principal installments due on the same date, then to the payment thereof ratably, according to the amounts of such principal installments due on such date, without any discrimination or preference;

THIRD: To the payment to the Persons entitled thereto of any additional amounts due and unpaid in respect of Senior Obligations, in the order of the due dates of such amounts, and if the moneys available therefor shall not be sufficient to pay in full any such additional amounts due on the same date, then to the payment thereof ratably, according to the amounts due thereon, without any discrimination or preference;

FOURTH: To the payment to the Persons entitled thereto of all installments of interest then due on any Subordinate Class A Obligations in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to such amounts due on such date, without any discrimination or preference;

FIFTH: To the payment to the Persons entitled thereto of the unpaid principal installments which shall have become due, whether at maturity (including accelerated maturity) or by call for redemption, on any Subordinate Class A Obligations in order of their due dates and, if the amounts available shall not be sufficient to pay in full all principal installments due on the same date, then to the payment thereof ratably, according to the amounts of such principal installments due on such date, without any discrimination or preference;

SIXTH: To the payment to the Persons entitled thereto of any additional amounts due and unpaid in respect of Subordinate Class A Obligations, in the order of the due dates of such amounts, and if the moneys available therefor shall not be sufficient to pay in full any such additional amounts due on the same date, then to the payment thereof ratably, according to the amounts due thereon, without any discrimination or preference;

D-43

SEVENTH: To the payment to the Persons entitled thereto of all installments of interest then due on any Subordinate Class B Obligations in the order of the maturity of such installments and, if the amount available shall

not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to such amounts due on such date, without any discrimination or preference;

EIGHTH: To the payment to the Persons entitled thereto of the unpaid principal installments which shall have become due, whether at maturity (including accelerated maturity) or by call for redemption, on any Subordinate Class B Obligations in order of their due dates and, if the amounts available shall not be sufficient to pay in full all principal installments due on the same date, then to the payment thereof ratably, according to the amounts of such principal installments due on such date, without any discrimination or preference;

NINTH: To the payment to the Persons entitled thereto of any additional amounts due and unpaid in respect of Subordinate Class B Obligations, in the order of the due dates of such amounts, and if the moneys available therefor shall not be sufficient to pay in full any such additional amounts due on the same date, then to the payment thereof ratably, according to the amounts due thereon, without any discrimination or preference; and

TENTH: To the payment of such other amounts as may be due under the Master Indenture or under any Related Financing Document;

provided that for the purpose of determining the amount of unpaid principal in respect of any such Obligation, there shall be deducted the amount, if any, which has been realized by the Holder by exercise of its rights as a secured party with respect to any liens granted pursuant to the Master Indenture or is on deposit in any fund or account established pursuant to any Related Financing Document for such Obligation as of the date of payment by the Master Trustee as certified to the Master Trustee by the Holder; and

(iii) to the payment of the remainder, if any, to the Members of the Obligated Group, their successors or assigns, as directed by the Group Representative, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Actions by Holders

No Holder of an Obligation shall have any right by virtue of or by availing of any provision of the Master Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to the Master Indenture or for the appointment of a receiver or trustee, or any other remedy under the Master Indenture, unless the Holders of not less than 25% in aggregate principal amount of Senior Obligations then Outstanding (and if no Senior Obligations remain Outstanding, the Subordinate Class A Obligations, and if no Senior Obligations and no Subordinate Class A Obligations remain Outstanding, the Subordinate Class B Obligations) shall have made written request upon the Master Trustee to institute such action, suit or proceeding in its own name as Master Trustee under the Master Indenture and shall have offered to the Master Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Master Trustee, for 30 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding and no direction inconsistent with such written request shall have been given to the Master Trustee pursuant to the Master Indenture; it being understood and intended, and being expressly covenanted by the Holder of an Obligation and the Master Trustee, that no one or more Holders of Obligations shall have any right in any manner whatever by virtue of or by availing itself of any provision of the Master Indenture to affect, disturb or prejudice the rights of any other Holder of an Obligation or to obtain or seek to obtain priority over or preference to any other such Holder not specifically provided for in the Master Indenture, or to enforce any right under the Master Indenture, except in the manner provided in the Master Indenture and for the equal, ratable and common benefit of all Obligations, except that each and every Senior Obligation shall have priority and preference over each and every Subordinate Obligation. For the protection and enforcement of the provisions of the Master Indenture, each and every Holder of an Obligation and the Master Trustee shall be entitled to such relief as can be given either at law or in equity.

The Holder of an Obligation instituting a suit, action or proceeding in compliance with the provisions of the Master Indenture shall be entitled in such suit, action or proceeding to such amounts as shall be sufficient to cover

D-44

the costs and expenses of collection, including to the extent permitted by applicable law, a reasonable compensation to its attorneys.

Notwithstanding any other provision of the Master Indenture, the right of a Holder of an Obligation to receive payment of the principal of and interest on any Note or other Obligation and any other amounts payable thereunder, on or after the

of the principal of any Note or other Obligation and any other amounts payable hereunder, on or after the respective due dates expressed in such Note or other Obligation, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder, provided that any moneys collected through the exercise of rights and remedies of any Holder against any Member pursuant to the Related Financing Documents for an Obligation (other than rights and remedies relating to liens granted pursuant to the Master Indenture or to funds and accounts established under such Related Financing Documents) shall be paid over to the Master Trustee or, with the consent of the Holder, collected directly by the Master Trustee; and provided, further however, the right of the Holders of the Senior Obligations to receive such payments as shall then be due and owing shall be prior and superior in all cases to the right of the Holders of the Subordinate Obligations to receive such payments and that the rights of the Holders of the Subordinate Class A Obligations to receive such payments as shall then be due and owing shall be prior and superior in all cases to the right of the Holders of the Subordinate Class B Obligations to receive such payments.

Direction of Proceedings by Holders

Except as otherwise specifically provided in the Master Indenture, the Majority Applicable Holders shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Master Trustee, or exercising any trust or power conferred on the Master Trustee under the Master Indenture or under any Mortgage; provided, however, that, subject to the provisions of the Master Indenture regarding indemnification by the Master Trustee, the Master Trustee shall have the right to decline to follow any such direction if the Master Trustee, being advised by Counsel, determines that the action so directed may not lawfully be taken, or if the Master Trustee in good faith shall, by a responsible officer or officers of the Master Trustee, determine that the proceedings so directed would be illegal or involve it in personal liability, and provided further that nothing in the Master Indenture shall impair the right of the Master Trustee in its discretion to take any action deemed proper by the Master Trustee and which is not inconsistent with such direction by the Majority Applicable Holders.

Notice of Default

The Master Trustee shall, within 10 days after the occurrence of an Event of Default, publish at least once in such newspapers as may be specified in any Supplemental Indentures and mail to all Holders of Obligations, as the names and addresses of such Holders appear upon the books maintained pursuant to the Master Indenture, notice of such Event of Default known to the Master Trustee, unless such Event of Default shall have been cured before the giving of such notice.

Supplemental Indentures without Consent of Holders

Each Member, when authorized by an official action of its Governing Person, and the Master Trustee may from time to time and at any time enter into an indenture or indentures supplemental or amendatory to the Master Indenture (and make corresponding or additional amendments to any or all Mortgages) for one or more of the following purposes:

- i) to provide for the issuance of any Notes or other Obligations permitted under the Master Indenture;
- ii) to evidence the addition of a Member or the succession of another Person to any Member as otherwise permitted in the Master Indenture, or successive successions, and the assumption by the new Member or successor Person of the covenants, agreements and obligations of a Member pursuant to the Master Indenture;
- (iii) to add to the covenants of any Member such further covenants, restrictions or conditions as its Governing Person and the Master Trustee shall consider to be for the protection of the Holders of Obligations issued under the Master Indenture, and to make the occurrence, or the occurrence and continuance, of a default in any of such additional covenants, restrictions or conditions an Event of Default permitting the enforcement of all or any of the several remedies provided in the Master Indenture; provided, however, that in respect of any such additional covenant, restriction or condition such supplemental indenture may provide for a particular period of

D-45

grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available to the Master Trustee upon such default;

iv) to cure any ambiguity or to correct or supplement any provision contained in the Master Indenture or in any Supplemental Indenture or in any Mortgage which may be defective or inconsistent with any other provision contained in the Master Indenture, in any Mortgage, or in any Supplemental Indenture, or to make such other provisions in regard to matters or

questions arising under the Master Indenture, in any Mortgage or any Supplemental Indenture as shall not be inconsistent with the Master Indenture, any Mortgage, or any Supplemental Indenture and shall not impair the security of the Master Indenture or adversely affect the interests of the Holders of any particular Notes or series of Notes or of any other Obligation issued under the Master Indenture;

v) to modify or supplement the Master Indenture in such manner as may be necessary or appropriate to qualify the Master Indenture under the Trust Indenture Act of 1939 as then amended, or under any similar federal statute hereafter enacted, including provisions whereby the Master Trustee accepts such powers, duties, conditions and restrictions under the Master Indenture and each Member undertakes such covenants, conditions or restrictions additional to those contained in the Master Indenture as would be necessary or appropriate so to qualify the Master Indenture;

vi) to provide for the establishment of additional funds and accounts under the Master Indenture and for the proper administration of and transfers of moneys between any such funds and accounts, provided that, except as otherwise provided in the Master Indenture, all such funds and accounts shall be established for the equal and ratable benefit of the Holders of all Outstanding Obligations;

vii) to permit the issuance of Obligations in a form other than Notes, if appropriate, to evidence or secure a Member's payment obligations in respect of any Indebtedness, provided that such Obligations are equally and ratably secured with all other Obligations issued under the Master Indenture (except as otherwise provided in the Master Indenture);

viii) to effect any other change that does not materially adversely affect the rights and interests of the Holders of any Notes or Obligations or any related Bonds; and

ix) to correct, add or update provisions of the Master Indenture to preserve the exclusion of interest from gross income for federal income tax purposes on any Tax Exempt Bonds.

Modification of Indenture with Consent of Holders

With the consent of the Majority Applicable Holders, each Member, when authorized by official action of its Governing Person, and the Master Trustee may from time to time and at any time enter into an indenture or indentures supplemental to the Master Indenture (and make corresponding or additional amendments to any or all Mortgages) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Master Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the Holders of Obligations; provided, however, that (A) without the consent of the Holders of not less than 100% in aggregate principal amount of all Obligations then Outstanding, no such Supplemental Indenture shall permit the granting of any liens to secure Indebtedness in any manner other than as expressly permitted under the Master Indenture, and (B) without the consent of the Holders of all affected Obligations then Outstanding, no such Supplemental Indenture shall (1) effect a change in the times, amounts or currency of payment of the principal of, premium, if any, or interest on any other amounts payable on any Note or any other Obligation or a reduction in the principal amount or redemption price or any other amounts payable on any Note or any other Obligation or the rate of interest thereon, (2) reduce the aforesaid percentage of Obligations (or any subset of the same), the Holders of which are required to consent to any such Supplemental Indenture, or (3) permit the preference or priority of any Note or Notes or other Obligation over any other Note or Notes or other Obligation, except for preferences and priorities of Senior Obligations over Subordinate Obligations and of Subordinate Class A Obligations over Subordinate Class B Obligations.

Notwithstanding anything in the Master Indenture to the contrary, while any Senior Obligations remain Outstanding, the Holders of the Subordinate Obligations shall have no right of consent to any amendment, change or modification to the Master Indenture or the Mortgages other than as set forth in the Master Indenture. Any notices required under the Master Indenture shall be sent to the Holders of the Senior Obligations with a copy to the Holders

D-46

of Subordinate Obligations. By their purchase of the Subordinate Obligations, the Holders of such Subordinate Obligations shall be deemed to have consented to the provisions of the Master Indenture. Nothing in the Master Indenture shall permit, or be construed as permitting, without the consent of the Holders of all affected Outstanding Subordinate Class A Obligations, any amendment, change or modification to the Master Indenture or any of the Related Financing Documents that would cause any of the following effects: (1) an extension of the maturity date or redemption dates or the due date of any interest on any Subordinate Class A Obligation, (2) a reduction in the principal amount of any Subordinate Class A Obligation or the interest rate thereon, (3) a privilege or priority of any Subordinate Class A Obligation or Obligations over any other Subordinate Class A Obligation or Obligations. (4) a reduction in the

aggregate principal amount of the Subordinate Class A Obligations required for consent to remedies or waivers of remedies in connection with the occurrence of an Event of Default under the Master Indenture, (5) an extension of the dates on which the Members' payments with respect to the Subordinate Class A Obligations are due, (6) the creation of any lien other than (A) a Permitted Lien or (B) a lien ratably securing all of the Subordinate Class A Obligations at any time Outstanding, or (7) the elimination or diminution of the lien securing the Subordinate Class A Obligations.

Notwithstanding anything in the Master Indenture to the contrary, while any Senior Obligations or any Subordinate Class A Obligations remain Outstanding, the Holders of the Subordinate Class B Obligations shall have no right of consent to any amendment, change or modification to the Master Indenture or the Mortgages other than as set forth in the Master Indenture. Any notices required under the Master Indenture shall be sent to the Holders of the Senior Obligations or if no Senior Obligations are Outstanding, to the Holders of the Subordinate Class A Obligations, with a copy in either case to the Holders of Subordinate Class B Obligations. By their purchase of the Subordinate Class B Obligations, the Holders of such Subordinate Class B Obligations shall be deemed to have consented to the provisions of the Master Indenture. Nothing in the provisions described in this paragraph shall permit, or be construed as permitting, without the consent of the Holders of all affected Outstanding Subordinate Class B Obligations, any amendment, change or modification to the Master Indenture or any of the Related Financing Documents that would cause any of the following effects: (1) an extension of the maturity date or redemption dates or the due date of any interest on any Subordinate Class B Obligation, (2) a reduction in the principal amount of any Subordinate Class B Obligation or the interest rate thereon, (3) a privilege or priority of any Subordinate Class B Obligation or Obligations over any other Subordinate Class B Obligation or Obligations, (4) a reduction in the aggregate principal amount of the Subordinate Class B Obligations required for consent to remedies or waivers of remedies in connection with the occurrence of an Event of Default under the Master Indenture, (5) an extension of the dates on which the Members' payments with respect to the Subordinate Class B Obligations are due, (6) the creation of any lien other than (A) a Permitted Lien or (B) a lien ratably securing all of the Subordinate Class B Obligations at any time Outstanding, or (7) the elimination or diminution of the lien securing the Subordinate Class B Obligations.

Notwithstanding anything in the Master Indenture to the contrary, any amendment or supplement that adversely affects the rights or obligations of the Holder of a Note securing a Hedge shall require the prior written consent of such Holder. Authentication of such Obligation securing a Hedge will in no manner prejudice the rights of the parties thereto under such agreement, including, without limitation, the right to enforce such Obligation against the Member that is a party thereto in accordance with its terms and without reference to the terms and provisions of the Master Indenture.

Upon request of each Member, the Master Trustee shall provide written notice to all affected Holders of any proposed Supplemental Indenture or amendment to any Mortgage for which consent is to be sought, and upon the request of each Member, and upon the filing with the Master Trustee of evidence of the consent of Holders required under the terms of the Master Indenture, the Master Trustee shall join with each Member in the execution of such Supplemental Indenture or amendment to a Mortgage unless such Supplemental Indenture or amendment to a Mortgage adversely affects the Master Trustee's own rights, duties or immunities under the Master Indenture or otherwise, in which case the Master Trustee may in its discretion, but shall not be obligated to, enter into such Supplemental Indenture.

It shall not be necessary for the consent of the Holders under the Master Indenture to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

D-47

Amendments to Ground Leases

The Master Trustee may from time to time and at any time, without notice to or consent from any Holder, enter into (or permit the applicable Member to enter into) modifications, changes, supplements, alterations and amendments and replacements of (each a "Ground Lease Modification") to or of any Ground Lease, in accordance with the provisions of the related Mortgage, to cure any ambiguity or to correct or supplement any provision contained therein which may be defective or inconsistent with any other provision contained therein or to make such other provisions in regard to matters or questions arising thereunder as shall not be inconsistent with the Master Indenture or any indenture supplemental to the Master Indenture, with the related Mortgage, and shall not impair the security of the Master Indenture or adversely affect the interests of the Holders of any particular Notes or series of Notes or of any other Obligation issued under the Master Indenture, including, without limitation, (i) any Ground Lease Modification which consists solely of an extension of any existing Ground Lease, whether or not the ground rentals thereunder increase after the

end of the then current term of the Ground Lease and any Ground Lease amendment that does not cause the Projected Debt Service Coverage Ratio resulting therefrom to fall below the then current Debt Service Coverage Ratio or, if lower, 1.50, and does not cause the Projected Senior Debt Service Coverage Ratio resulting therefrom to fall below the then current Senior Debt Service Coverage Ratio, or, if lower, 1.50.

The Master Trustee is authorized in the Master Indenture to join with each Member in the execution of any such Ground Lease Modification permitted by the Master Indenture to make any further appropriate agreements and stipulations which may be therein contained, but the Master Trustee shall not be obligated to enter into any such Ground Lease Modification that adversely affects the Master Trustee's rights, duties or immunities under the Master Indenture or otherwise.

The Master Trustee shall give prompt notice to the Holders in accordance with the Master Indenture of any proposed Ground Lease Modification not described above and may, with the consent of the Holders of the majority in aggregate principal amount of the Outstanding Obligations (other than the Subordinate Class B Obligations), obtained in accordance with the procedures established in the Master Indenture, execute and deliver any such Ground Lease Modification (or permit the applicable Member to execute and deliver such Ground Lease Modification).

Persons Becoming Members

Any Person (other than the Initial Members) which is not a Member may become a Member, if:

i) The Person which is becoming a Member shall execute and deliver to the Master Trustee a "Joinder Agreement," satisfactory to the Master Trustee, containing the agreement of such Person (i) to become a Member of the Obligated Group under the Master Indenture and thereby become subject to compliance with all provisions of the Master Indenture pertaining to a Member, including, without limitation, the performance and observance of all covenants and obligations of a Member under the Master Indenture; (ii) covenanting to the Master Trustee and each other Member that it will pay all Obligations in accordance with the terms thereof and of the Master Indenture, and that it will be jointly and severally liable on each Obligation issued under the Master Indenture and (iii) pledging some or all of its Gross Revenues.

ii) Each Joinder Agreement executed and delivered to the Master Trustee in accordance with the Master Indenture shall be accompanied by an Opinion of Counsel, addressed to and satisfactory to the Master Trustee, to the effect that (i) such Joinder Agreement has been duly authorized, executed and delivered by such Person, and constitutes the valid and binding obligation of such Person enforceable in accordance with its terms, except as limited by bankruptcy laws, insolvency laws and other laws affecting creditors' rights generally and (ii) the proposed new Member is not subject to any previous commitments or encumbrances that would prohibit it from joining the Obligated Group and being subject to the Master Indenture.

iii) The Master Trustee shall also have received (i) an Officer's Certificate stating and demonstrating that, (A) immediately upon any Person becoming a Member, no other Member would, as part of or as a result of such transaction, be in default in the performance or observance of any covenant or condition to be performed or observed by it under the Master Indenture, and that the new Member is one hundred percent owned, directly or indirectly, by the Special Limited Member, and (B)(1) the conditions described in the Master Indenture for the Issuance of Additional Indebtedness could be met for the incurrence of one dollar of additional Indebtedness or (2) the ratio of (x) Revenues Available for Debt Service to (y) Indebtedness, for the period of twelve (12) full

D-4S

consecutive calendar months immediately succeeding the proposed date of the applicable transaction, is expected to be no less than it would have been had the Person not become a Member or (C) upon becoming a Member, the total Indebtedness of such new Member is separately forecasted to meet a Debt Service Coverage Ratio of at least 1.40 and such Member will covenant to use all commercially reasonable efforts to maintain this Debt Service Coverage Ratio, (ii) a certificate from the Independent Public Accountant for the Group Representative that the Independent Public Accountant reasonably expects to be able to provide to the Master Trustee, subsequent to the admission of the new Member to the Obligated Group, an annual certificate relating to the financial statements of the Members of the type required by the Master Indenture, and (iii) an Opinion of Bond Counsel to the effect that consummation of such transaction would not adversely affect any applicable exemption from federal income taxation on the interest payable on any Tax-Exempt Bonds which were previously issued pursuant to and are secured by the Related Financing Documents for any Obligations or other Indebtedness incurred or permitted to be incurred under the Master Indenture or any similar Indebtedness of the new Member.

iv) The Group Representative shall have approved in writing any such Person becoming a

Member.

v) The Group Representative shall have delivered to the Master Trustee a Confirmation of Rating and an Opinion of Counsel as to the enforceability of the Joinder Agreement.

Cessation of Status as Member

Each Member covenants that it will not take any action which would cause it to cease to be a Member unless (a) the Group Representative shall have consented thereto, and (b) prior to taking any such action, there is delivered to the Master Trustee an Officer's Certificate stating and demonstrating that the requirements of the Master Indenture are met as if the assets of the departing Member were being sold (see " - Sale, Lease or Other Disposition of Assets" above), and (c) all remaining Obligations of such Member not concurrently redeemed or defeased in accordance with the terms thereof are specifically assumed by the remaining Members to the extent required to preserve such Obligations as Obligations of the remaining Members.

Appointment of Group Representative; Authorization of Group Representative; Cessation of Status as Group Representative

Transportation Infrastructure Properties, LLC is designated in the Master Indenture as the Group Representative and agrees to assume the responsibilities of Group Representative pursuant to the Master Indenture.

Any provision in the Master Indenture to the contrary notwithstanding and subject to any applicable requirements of state or federal law, the Group Representative is authorized to bind the Obligated Group with respect to any Obligation issued or delivered pursuant to a Supplemental Indenture if the Supplemental Indenture so states, without further authorization from any other Member. Any such authorization is to be construed broadly in favor of the authorization of the Group Representative.

In the event that the Group Representative either (i) ceases to be a Member in accordance with the provisions of the Master Indenture, or (ii) while continuing as a Member, ceases to act as the Group Representative upon compliance with the provisions of the Master Indenture, the Members whose aggregate Total Revenues constitute at least 60% of the Total Revenues of the Obligated Group in the most recent Fiscal Year for which financial statements are available shall designate a Member to assume all of the responsibilities assigned under the Master Indenture to the Group Representative and shall send written notice of such designation to the Master Trustee. If no new Group Representative is so designated within 30 days after the prior Group Representative shall have ceased such status pursuant to clause (i) or (ii) above, any Member or Members whose aggregate Total Revenues constitute at least 20% of the Total Revenues of the Obligated Group in the most recent Fiscal Year for which financial statements are available may assume the position of Group Representative by an instrument executed by all such Members and filed with the other Members and the Master Trustee.

Any Group Representative, while continuing as a Member, may cease to act as the Group Representative by giving the other Members and the Master Trustee at least 30 days' prior written notice of its intention to do so as long as a successor has been appointed.

D-49

Enforcement of Member's Obligations

Each Member agrees that the Group Representative shall be entitled to take all action it deems necessary or appropriate, including, without limitation, the institution of any legal or other proceedings, to enforce each Member's obligations under the Master Indenture and under all Joinder Agreements, and to cause each Member to make any of the transfers specified in the Master Indenture in order to meet the aforesaid obligations of each Member.

Satisfaction and Discharge of Master Indenture

If (A) all Hedges have been terminated and all amounts payable thereunder to any counterparty thereto have been paid in full and (B) the Master Trustee receives: (a) an amount which is (i) in the form of cash or Defeasance Collateral, and (ii) in a principal amount sufficient, together with the interest thereon and any funds on deposit under the Master Indenture and available for such purpose, to provide for the payment of the principal of and premium, if any, and interest on all Outstanding Obligations to and

including the maturity date or prior redemption or prepayment date thereof; (b) irrevocable instructions to redeem all Obligations to be redeemed prior to maturity and to notify the Holders of each such redemption; and (c) an amount sufficient to pay or provide for the payment of all other sums payable under the Master Indenture by the Members of the Obligated Group or any thereof, then the Master Indenture shall cease to be of further effect, and the Master Trustee, on demand of the Group Representative, and at the cost and expense of the Members of the Obligated Group or any thereof, shall execute all such instruments acknowledging satisfaction of and discharging the Master Indenture as may be requested by the Members of the Obligated Group. Each Member agrees in the Master Indenture to reimburse the Master Trustee for any costs or expenses theretofore and thereafter reasonably and properly incurred by the Master Trustee in connection with the Master Indenture.

In like manner, the Member that issued any particular Obligation or the Group Representative may provide for the payment thereof (or of a portion thereof) at or prior to maturity and the Obligation (or portion thereof) so provided for shall thereupon cease to be Outstanding under the Master Indenture.

In lieu of the foregoing, the Member issuer of any particular Obligation may deliver to the Holder thereof the amount required under the Related Financing Documents to provide for the payment of the principal, premium, if any, and interest (and any other amounts) due or to become due in respect of such Obligation and such Obligation shall, upon surrender to the Master Trustee for cancellation, no longer be deemed Outstanding under the Master Indenture.

The sufficiency of any cash and Defeasance Collateral pledged to effect a defeasance pursuant to the Master Indenture shall be verified by an Independent Public Accountant. In addition, the Master Trustee shall receive an Opinion of Counsel to the effect that the defeasance has been effected in accordance with the requirements of the Master Indenture.

Members, Officers and Members of the Board and Governing Persons Exempt from Individual Liability

No recourse under or upon any obligation, covenant or agreement of the Master Indenture, or of any Notes or other Obligations issued under the Master Indenture, or for any claim based thereon or otherwise in respect thereof, shall be had against any Person (who is not also a Member of the Obligated Group) who is an incorporator, member, partner, officer or member of the board (if any), as such, past, present or future, of any Member or of any Governing Person, or of any successor Person, either directly or through such Member, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Master Indenture and the Obligations issued under the Master Indenture are solely company obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, members, partners, officers or members of the board (if any), as such, of any Member or of any Governing Person or any successor Person, or any of them, because of the creation of the Indebtedness authorized in the Master Indenture, or under or by reason of the obligations, covenants or agreements contained in the Master Indenture or in any Obligations issued under the Master Indenture or implied therefrom; and that any and all such personal liability of every name and nature, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, member, partner, officer or trustee, as such, because of the creation of the Indebtedness authorized in the Master Indenture, or under or by reason of the obligations, covenants or agreements contained in the Master Indenture or in any Obligations issued under the Master Indenture or implied therefrom are expressly waived and released as a condition of, and as consideration for, the execution of the Master Indenture and the issuance of such Obligations.

D-50

Affiliated Holder Obligations

Certain Senior Obligations ("Affiliated Holder Obligations") are to be issued under the Master Indenture to secure a Series of Bonds to be exclusively held by Affiliates or entities under common ownership or control with one or more of the entities owning, directly or indirectly, interests in one or more of the Members (each an "Affiliated Holder"). Notwithstanding anything in the Master Indenture to the contrary, so long as one or more Affiliated Holders collectively own all or a controlling portion of a Series of Bonds, to the extent that the collective Gross Revenues of the Members whose Projects are financed or refinanced with such Bonds secured by Affiliated Holder Obligations are insufficient to make payments in respect of such Affiliated Holder Obligations, such amounts with respect to Affiliated Holder Obligations shall be paid only after (1) the parallel payments with respect to other Senior Obligations and (2) the payments with respect to Subordinate Obligations securing or evidencing Indebtedness or other claims due and owing to Persons other than Affiliated Holders. In addition the Affiliated Holders shall have no right to direct the Master Trustee to declare an Event of Default or direct remedies following an Event of Default while other Senior Obligations remain Outstanding, and shall have no right to vote to amend the Master Indenture so as to permit the foregoing.

D-51

[This Page Intentionally Left Blank]

APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASES

[This Page Intentionally Left Blank]

APPENDIX E

Summary of Certain Provisions of the Ground Leases

The following is a summary of certain provisions of each Ground Lease with respect to each Project. It is only a brief outline of some of the provisions of each Ground Lease and does not purport to summarize or describe all of the provisions of such Ground Lease. Reference is to be made to each Ground Lease for the specific details thereof. Each capitalized term used in this summary shall have the meaning given to such term by such Ground Lease, as applicable.

Ted Stevens Anchorage International Airport

Leased Premises

The leased premises consist of Lot 7, Block 4 consisting of approximately 464,286 square feet of land on the Ted Stevens Anchorage International Airport.

Term and Rent

The term of the Lease is currently scheduled to expire on November 30, 2062. The rent for the Premises is currently \$83,571.48 per year, calculated at the rate of \$0.18 per square foot per year. The rent is payable yearly in advance of the first day of each year of the term of the Lease. The Lessor may adjust the rent per square foot for the Lease. Any increase or decrease in the rental rate described above shall not be inconsistent with, but may adjust the rental rate to the maximum extent permissible under, any then-applicable provisions of 17 AAC 42.125, 17 AAC 42.295, or any other applicable law in effect on the effective date of the rent adjustment.

The Member has agreed to pay any Landing and aircraft parking fees established in the fee schedule adopted and modified from time to time by the Lessor under 17 AAC 42.125 for any aircraft operated by or on behalf of the Member. The Member has agreed to pay to the Lessor any applicable fuel flowage fee established in the fee schedule adopted and modified from time to time by the Lessor under 17 AAC 42.125.

Use of Premises

The following uses of the Premises are authorized under the Lease:

i) Construction and operations of a building for Primary aircraft use, including aircraft ground handling, cleaning, maintenance, handling and processing of air cargo, and warehouse and office space associated with those uses. Also, other uses incidental to air transportation of passengers, mail, express and airfreight. However, the operation of a passenger terminal facility is not a permitted use.

ii) Services to other carriers for selling of food and services to in-flight catering, uplifting and delivery to and from aircraft, and in-flight kitchen and food services. The Member also has the additional right to provide food and beverage catering services to locations on Ted Stevens Anchorage International Airport; however the Member is prohibited from providing food or beverage services in Lessor operated airline terminal buildings on the Airport, unless the Member is authorized to provide said services by an agreement executed by the Lessor.

(iii) Dispensing of aviation fuel and aviation lubricating oils for the purpose of refueling aircraft.

The following uses of the Premises are prohibited under the Lease:

i) The outside storage of junk, salvage aircraft or vehicle parts, non-operational equipment, unused or damaged equipment or material, or solid waste or debris; except to the extent directly related to and in support of an authorized use and on a portion of the Premises visually screened from adjacent properties.

ii) Stripping, wasting, or removing any soil, gravel, or other state-owned material unless the Lessor approves in writing; except that material may be relocated within the Premises as provided under an Airport building permit.

(iii) Pushing snow off the Premises to outside the Premises' boundaries without the written authorization of the Lessor;

iv) Placing, spilling, or dumping garbage, trash, sewage, refuse, or other waste material except in a waste receptacle designed and provided for that purpose by the Member on the Member's Premises;

v) Operating an incinerator or burning trash, brush, or other material without the written approval of the Lessor.

vi) Installing a drinking water well where local water utility service is available.

- vii) The establishment or maintenance of any kind of temporary or permanent living quarters.
- viii) Selling or dispensing fuel off the Premises except as expressly authorized under an agreement with the Lessor.
- ix) Storage of 25,000 gallons or more fuel on Lot 7 of Block 4.
- x) Use of the Premises for helicopters.

Casualty and Condemnation

If the parties agree in writing that the Premises are unusable, not due to the fault or negligence of either party, to the extent that performance of the Lease is impossible, the Lease may be terminated. If the Member elects to continue to operate, the Lessor is under no obligation to continue to perform. If, during the term of the Lease, all or a portion of the Premises is taken by negotiation, court action, or otherwise by any entity or person vested with the power of eminent domain, including the Lessor, the provisions of 17 AAC 42.255, as amended and as applicable will govern.

Assignment and Subletting

The Member may not assign, assign for security purposes or sublease all or a portion of the Lease, including improvements, without the prior written consent of the Lessor.

Events of Default and Remedies

An event of default shall occur if the Member violates a term of the Lease which the Lessor considers to be a material obligation of the Lease or a material deviation from the requirements of the Lease. Without limitation, the following shall be deemed either violations of material obligations of the Lease or material deviations from the requirements of the Lease.

- i) The Member fails to pay when due any rent, charge, or fee specified in the Lease, including any increase made under the Lease.
- ii) The Member's check for payment of any rent, charge, or fee owed to the Lessor by the Member is returned for insufficient funds.
- iii) The Member uses the Premises for any purpose not authorized by the Lease.
- iv) The Member files a petition of bankruptcy, or one is filed against the Member.
- v) A court enters a judgment of insolvency against the Member.
- vi) A trustee or receiver is appointed for the Member's assets in a proceeding brought by or against the Member.
- vii) The Member is in violation of a provision of AS 02 or 17 AAC 42.
- (viii) The Member fails to provide or maintain any performance bond required under the Lease.

E-2

The Lessor must provide written notice of the violation to the Member which allows the Member not less than 30 days to correct the violation (unless the violation constitutes an imminent threat to public health or safety). If the Member does not correct such violation within the allowed time, the Lessor shall (i) take enforcement action as provided under the Lease or as available by law; or (ii) cancel the Lease. If the Lessor determines that a violation creates an imminent threat to public health or safety, the Lessor shall (i) direct the Member to stop the activity immediately, (ii) provide the Member less time than otherwise specific in the Lease to correct the violation, or (iii) correct the violation.

Notwithstanding anything described above to the contrary, the Lessor shall not cancel the Lease or issue a notice of cancellation to the Member based upon a breach that cannot reasonably be cured within 30 days if the Member begins expeditious action to cure the breach within the 30-day notice period and continues diligent action to completion of cure.

Chicago O'Hare International Airport (Cargo Facility Phase I)

The Lease relating to Chicago Cargo Phase I, the Lease relating to Chicago Cargo Phase II, and the Lease relating to Chicago Fuel Farm contain substantially similar provisions as summarized below, except where noted.

Leased Premises

The Leased Premises consist of approximately 36.847 acres of land, together with the facilities, improvements, paving and structures then and thereafter located on the land, all located at Chicago O'Hare International Airport.

Term and Rent

The Commencement Date of the Lease is October 15, 2016, and the Lease is scheduled to expire on October 14, 2051.

The current annual Base Rent is \$3,210,108. Base Rent is currently payable at the rate of \$2.00 per square foot, which rate is subject to annual upward adjustment as of each June 1st in accordance with a ratio derived from increases in the Producer Price Index/All Commodities published by the United States Department of Labor Statistics.

In addition to the Base Rent, the Member has agreed to pay the Lessor, from and after the issuance of a certificate of occupancy for any warehouse portion of the cargo area, quarterly installments of Percentage Rent, which is equal to 3% of the Gross Revenue generated by the Leased Premises during a preceding calendar quarter, as more specifically set forth in the Lease. Member has also agreed to pay 3% of any Gross Proceeds from a Financing or Sale, as the case may be, at the times and in the manner set forth in the Lease.

Use of Premises

Unless otherwise specifically permitted, the Leased Premises may only be used for the Permitted Uses. The Permitted Uses include logistics warehousing or cargo facility, loading and storage of air cargo in the cargo area, loading of air cargo into airplanes or vehicles, ancillary office facilities, ground servicing equipment and other supportive uses thereto, including, without limitation, fueling and de-icing of aircraft. Employees, agents, licensees and invitees of the Member are permitted to park in the Leased Premises.

Casualty and Condemnation

The Member is required to restore improvements on the Leased Premises in the event of a Casualty, unless the Casualty occurs within the last 24 months of the Term that materially affects the Member's or any Cargo Facility Space tenant's occupancy, in which case the Member shall have the option to terminate the Lease. The Member is required to restore the Leased Premises if the portion thereof remaining after a taking is capable of fulfilling the intent and purpose of the Lease.

Assignment and Subletting

Except as otherwise set forth in the Lease, the Member shall not, without the prior written consent of the Lessor, (i) 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, the Lease or any interest in the Leased Premises created under the Lease; (ii) assign, convey, transfer, pledge, hypothecate, mortgage or encumber or subject to or permit the creation of any consensual or non-consensual charge on, any membership interests in Member or any constituent members of Member or in any corporate stock, partnership interests or Beneficial Interests in any future Member organized as a corporation, partnership or trust, respectively, or in any constituent shareholders, partners or Beneficiaries thereof; (iii) allow to exist or occur any transfer of the Leased Premises (or any part thereof), the Lease or the Member's interest therein by operation of law; (iv) sublet the Leased Premises or any part thereof; or (v) 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 Member.

Events of Default and Remedies

The occurrence of any of the following constitutes an Event of Default under the Lease:

i) The failure by the Member to pay any Rent on the dates when due and in the amounts as required under the Lease which failure shall continue for 5 Business Days after receipt of notice by the Member from the Lessor, provided that the Lessor's obligation to send notice of such failure to pay Rent when due shall be limited to the Member's failure to pay rent when due twice during any 12 month period and thereafter if during the same 12 month period the Member fails to pay any Rent on the dates when due and in the amounts as required under the Lease, and such failure shall continue for 5 Business Days after the due date;

ii) The failure by the Member on or after the date of the Lease to perform any representation, warranty, covenant or agreement or final court order applicable to the Leased Premises required to be performed by the Member under the Lease (other than as covered or described elsewhere in the Section defining Events of Default) and the failure of the Member to remedy such default within a period of 30 days after written notice to the Member, or such additional time as may be reasonably necessary to remedy such default so long as the Member is diligently and expeditiously proceeding to cure such default; provided, however, that such additional time beyond 30 days shall not apply to a default that creates a present danger to persons or property or material adversely affects the Lessor's interest in the Leased Premises or the Airport, or if the failure to default by the Member is one for which the Lessor (or any official, employee or other agent) may be subject to fine or imprisonment;

iii) The failure of the Member to construct the Improvements or Alterations as described in the Lease (subject to delays for Force Majeure as provided in Article 5 of the Lease) except in the event of a casualty or condemnation at the Leased Premises which causes the Member 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 (related to casualty) of the Lease or the applicable repair and restoration provisions of Article 11 (related to condemnation) of the Lease;

iv) If the Member shall suffer or permit any lien or encumbrance to attach to the Leased Premises (other than as permitted in Section 5.5(b) of the Lease) and the Member shall not discharge said lien or encumbrance on the date which is the earlier to occur of (a) the date which is 30 days from the date the Member first receives written notice of the existence of said lien or encumbrance or (b) the date which is 10 days prior to any scheduled sale, disposition or forfeiture relating to such lien or encumbrance;

v) If the Member shall fail to carry all required insurance under the Lease and such failure continues for 5 Business Days after written notice by the Lessor to the Member;

vi) Any material misrepresentation (including by omission) made by the Member in the Lease or by the Member or any Person having more than a 10% direct or indirect ownership interest in the Member in any affidavit, certification, disclosure or representation made by the Member or any such person relied upon by the Lessor in execution of the Lease or in approving any request by Member submitted to the Lessor in accordance with the Lease;

vii) The failure to comply with an order of a court of competent jurisdiction or proper order of a governmental agency relating to the Lease within the required lime period after receipt of notice from the Lessor of

E-4

such failure and a reasonable opportunity to cure, provided that the Member is diligently pursuing such cure to completion;

viii) The failure to deliver the estoppel certificate required by the Lease within 15 Business Days after written notice of failure to deliver within the time period required therein;

ix) Any material permit of the Member allowing it to do business in the City of Chicago or County of Cook has been revoked and is not reinstated within 30 days of the date of such revocation after receipt of notice from the Lessor and failure of the Member to cure within 5 Business Days of receipt of notice;

x) The filing by the Member of a voluntary petition in bankruptcy or if any involuntary petition in bankruptcy shall be filed against the Member under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 90 days from the filing thereof;

xi) On or after the date of the Lease, the admission, in writing, by the Member of its inability to pay its debts generally as they mature;

xii) The taking by a court of competent jurisdiction for a period of 60 days of all or substantially all of the Member's assets pursuant to proceedings brought under provisions of any federal or state reorganization act or after the date of the Lease when possession is not restored to Member within 60 days after such taking;

xiii) The appointment of a receiver on or after the date of the Lease of all or substantially all of the Member's assets and the Member's failure to vacate such appointment within 60 days of the date of such appointment; or

xiv) The assignment by the Member on or after the date of the Lease of all or substantially all of its assets for the benefit of its creditors.

If an Event of Default occurs, the Lessor may, at its election and without notice or demand to the Member, exercise any one or more of the following described remedies, in addition to all other rights and remedies, provided elsewhere in the Lease or at law or equity:

i) The Lessor may terminate the Lease and the leasehold estate created thereby, in which event the Lessor may repossess the Leased Premises and be entitled to recover as damages (a) all of the Maintenance Rent, the combined Rent and other Rent accrued and unpaid for the period up to and including such termination date; (b) any other sums for which the Member is liable or in respect of which the Member has agreed to indemnify the Lessor under any provisions of the Lease which may be then due and owing; (c) 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 (X) the present value of the aggregate Combined Rent, Impositions and other Rent (as reasonably estimated by the Lessor) which would have been payable after the termination date had the Lease not been terminated, including, without limitation, Combined Rent at the annual rate for the remainder of the Term, and (Y) 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 any 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 thereunder had the Lease not been terminated (provided that it is the express intention of the Lessor and the Member that upon calculating the difference between the amounts calculated in clause (X) and clause (Y) above, there shall never be any obligation on the part of the Lessor to pay any amount or other consideration to the Member); and (d) any other damages in addition to the foregoing, including reasonable attorneys' fees and court costs, which the Lessor sustains as a result of the breach of any of the covenants of the Lease other than for the payment of Rent;

ii) (a) The Lessor may terminate the Member's right of possession and may repossess the Leased Premises by taking peaceful possession or otherwise as provided without terminating the Lease or releasing the Member, in whole or in part, from the Member's obligations to pay Rent under the Lease for the Term; and (b) after the Lessor takes possession of the Leased Premises without termination of the Lease, the Lessor may relet the Leased Premises or any part thereof for the account of the Member for such rent, for such time, and upon such terms as shall be satisfactory to the Lessor, and the Lessor shall not be required to accept any tenant offered by the Member nor to observe any instructions given by the Member about such reletting. The Lessor is authorized to make reasonably necessary repairs, alterations or additions in connection therewith. The Member shall be liable for any deficiency:

E-5

iii) The right to specific performance, an injunction or other appropriate remedy;

iv) The right to money damages, including special and consequential damages;

v) The right to deem the Member non-responsible in future procurements by the Lessor; and

vi) With respect to the construction of Improvements or Alterations, the right to take over construction work, at the Member's cost and expense. Without limiting any other rights of the Lessor, in the event the Lessor takes over the construction work, the Lessor shall be entitled to exercise all rights under the collateral assignments and other security granted to or available to the Lessor under the Lease, and sureties thereunder shall remain liable to the Lessor upon such other security, and the proceeds thereof shall become the property of the Lessor.

Chicago O'Hare International Airport (Cargo Facility Phase II)

Leased Premises

The Leased Premises consist of approximately 17.949 acres of land, together with the facilities, improvements, paving and structures then and thereafter located on the land, all located at Chicago O'Hare International Airport.

Term and Rent

The Commencement Date of the Lease is December 20, 2016, and the Lease is scheduled to expire on December 19, 2051.

The current annual Base Rent is \$1,563,744. Base Rent is currently payable at the rate of \$2.00 per square foot, which rate is subject to annual upward adjustment as of each June 1st in accordance with a ratio derived from increases in the Producer Price Index/All Commodities published by the United States Department of Labor Statistics.

In addition to the Base Rent, the Member has agreed to pay the Lessor, from and after the issuance of a certificate of occupancy for any warehouse portion of the cargo area, quarterly installments of Percentage Rent, which is equal to 3% of the Gross Revenue generated by the Leased Premises during a preceding calendar quarter, as more specifically set forth in the Lease. Member has also agreed to pay 3% of any Gross Proceeds from a Financing or Sale, as the case may be, at the times and in the manner set forth in the Lease.

Use of Premises

Unless otherwise specifically permitted, the Leased Premises may only be used for the Permitted Uses. The Permitted Uses include logistics warehousing or cargo facility, loading and storage of air cargo in the cargo area, loading of air cargo into airplanes or vehicles, ancillary office facilities, ground servicing equipment and other supportive uses thereto, including, without limitation, fueling and de-icing of aircraft. Employees, agents, licensees and invitees of the Member are permitted to park in the Leased Premises.

Casualty and Condemnation

The Member is required to restore improvements on the Leased Premises in the event of a Casualty, unless the Casualty occurs within the last 24 months of the Term that materially affects the Member's or any Cargo Facility Space tenant's occupancy, in which case the Member shall have the option to terminate the Lease. The Member is required to restore the Leased Premises if the portion thereof remaining after a taking is capable of fulfilling the intent and purpose of the Lease.

Assignment and Subletting

Except as otherwise set forth in the Lease, the Member shall not, without the prior written consent of the Lessor, (i) 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, the Lease or any interest in the Leased Premises created

E-6

under the Lease; (ii) assign, convey, transfer, pledge, hypothecate, mortgage or encumber or subject to or permit the creation of any consensual or non-consensual charge on, any membership interests in Member or any constituent members of Member or in any corporate stock, partnership interests or Beneficial Interests in any future Member organized as a corporation, partnership or trust, respectively, or in any constituent shareholders, partners or Beneficiaries thereof; (iii) allow to exist or occur any transfer of the Leased Premises (or any part thereof), the Lease or the Member's interest therein by operation of law; (iv) sublet the Leased Premises or any part thereof; or (v) 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 Member.

Events of Default and Remedies

The occurrence of any of the following constitutes an Event of Default under the Lease:

i) The failure by the Member to pay any Rent on the dates when due and in the amounts as required under the Lease which failure shall continue for 5 Business Days after receipt of notice by the Member from the Lessor, provided that the Lessor's obligation to send notice of such failure to pay Rent when due shall be limited to the Member's failure to pay rent when due twice

during any 12 month period and thereafter if during the same 12 month period the Member fails to pay any Rent on the dates when due and in the amounts as required under the Lease, and such failure shall continue for 5 Business Days after the due date;

ii) The failure by the Member on or after the date of the Lease to perform any representation, warranty, covenant or agreement or final court order applicable to the Leased Premises required to be performed by the Member under the Lease (other than as covered or described elsewhere in the Section defining Events of Default) and the failure of the Member to remedy such default within a period of 30 days after written notice to the Member, or such additional time as may be reasonably necessary to remedy such default so long as the Member is diligently and expeditiously proceeding to cure such default; provided, however, that such additional time beyond 30 days shall not apply to a default that creates a present danger to persons or property or material adversely affects the Lessor's interest in the Leased Premises or the Airport, or if the failure to default by the Member is one for which the Lessor (or any official, employee or other agent) may be subject to fine or imprisonment;

iii) The failure of the Member to construct the Improvements or Alterations as described in the Lease (subject to delays for Force Majeure as provided in Article 5 of the Lease) except in the event of a casualty or condemnation at the Leased Premises which causes the Member 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 (related to casualty) of the Lease or the applicable repair and restoration provisions of Article 11 (related to condemnation) of the Lease;

iv) If the Member shall suffer or permit any lien or encumbrance to attach to the Leased Premises (other than as permitted in Section 5.5(b) of the Lease) and the Member shall not discharge said lien or encumbrance on the date which is the earlier to occur of (a) the date which is 30 days from the date the Member first receives written notice of the existence of said lien or encumbrance or (b) the date which is 10 days prior to any scheduled sale, disposition or forfeiture relating to such lien or encumbrance;

v) If the Member shall fail to carry all required insurance under the Lease and such failure continues for 5 Business Days after written notice by the Lessor to the Member;

vi) Any material misrepresentation (including by omission) made by the Member in the Lease or by the Member or any Person having more than a 10% direct or indirect ownership interest in the Member in any affidavit, certification, disclosure or representation made by the Member or any such person relied upon by the Lessor in execution of the Lease or in approving any request by Member submitted to the Lessor in accordance with the Lease;

vii) The failure to comply with an order of a court of competent jurisdiction or proper order of a governmental agency relating to the Lease within the required time period after receipt of notice from the Lessor of such failure and a reasonable opportunity to cure, provided that the Member is diligently pursuing such cure to completion;

viii) The failure to deliver the estoppel certificate required by the Lease within 15 Business Days after written notice of failure to deliver within the time period required therein;

E-7

ix) Any material permit of the Member allowing it to do business in the City of Chicago or County of Cook has been revoked and is not reinstated within 30 days of the date of such revocation after receipt of notice from the Lessor and failure of the Member to cure within 5 Business Days of receipt of notice;

x) The filing by the Member of a voluntary petition in bankruptcy or if any involuntary petition in bankruptcy shall be filed against the Member under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 90 days from the filing thereof;

xi) On or after the date of the Lease, the admission, in writing, by the Member of its inability to pay its debts generally as they mature;

xii) The taking by a court of competent jurisdiction for a period of 60 days of all or substantially all of the Member's assets pursuant to proceedings brought under provisions of any federal or state reorganization act or after the date of the Lease when possession is not restored to Member within 60 days after such taking;

xiii) The appointment of a receiver on or after the date of the Lease of all or substantially all of the Member's assets and

the Member's failure to vacate such appointment within 60 days of the date of such appointment; or

xiv) The assignment by the Member on or after the date of the Lease of all or substantially all of its assets for the benefit of its creditors.

If an Event of Default occurs, the Lessor may, at its election and without notice or demand to the Member, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided elsewhere in the Lease or at law or equity:

i) The Lessor may terminate the Lease and the leasehold estate created thereby, in which event the Lessor may repossess the Leased Premises and be entitled to recover as damages (a) all of the Maintenance Rent, the combined Rent and other Rent accrued and unpaid for the period up to and including such termination date; (b) any other sums for which the Member is liable or in respect of which the Member has agreed to indemnify the Lessor under any provisions of the Lease which may be then due and owing; (c) 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 (X) the present value of the aggregate Combined Rent, Impositions and other Rent (as reasonably estimated by the Lessor) which would have been payable after the termination date had the Lease not been terminated, including, without limitation, Combined Rent at the annual rate for the remainder of the Term, and (Y) 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 any 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 thereunder had the Lease not been terminated (provided that it is the express intention of the Lessor and the Member that upon calculating the difference between the amounts calculated in clause (X) and clause (Y) above, there shall never be any obligation on the part of the Lessor to pay any amount or other consideration to the Member); and (d) any other damages in addition to the foregoing, including reasonable attorneys' fees and court costs, which the Lessor sustains as a result of the breach of any of the covenants of the Lease other than for the payment of Rent;

ii) (a) The Lessor may terminate the Member's right of possession and may repossess the Leased Premises by taking peaceful possession or otherwise as provided without terminating the Lease or releasing the Member, in whole or in part, from the Member's obligations to pay Rent under the Lease for the Term; and (b) after the Lessor takes possession of the Leased Premises without termination of the Lease, the Lessor may relet the Leased Premises or any part thereof for the account of the Member for such rent, for such time, and upon such terms as shall be satisfactory to the Lessor, and the Lessor shall not be required to accept any tenant offered by the Member nor to observe any instructions given by the Member about such reletting. The Lessor is authorized to make reasonably necessary repairs, alterations or additions in connection therewith. The Member shall be liable for any deficiency;

iii) The right to specific performance, an injunction or other appropriate remedy;

iv) The right to money damages, including special and consequential damages;

v) The right to deem the Member non-responsible in future procurements by the Lessor; and

E-R

(vi) With respect to the construction of Improvements or Alterations, the right to take over construction work, at the Member's cost and expense. Without limiting any other rights of the Lessor, in the event the Lessor takes over the construction work, the Lessor shall be entitled to exercise all rights under the collateral assignments and other security granted to or available to the Lessor under the Lease, and sureties thereunder shall remain liable to the Lessor upon such other security, and the proceeds thereof shall become the property of the Lessor.

Chicago O'Hare International Airport (Fuel Farm)

Leased Premises

The Leased Premises consist of approximately 5.134 acres of land, together with the facilities, improvements, paving and structures then and thereafter located on the land, all located at Chicago O'Hare International Airport.

Term and Rent

The Commencement Date of the Lease is October 15, 2016, and the Lease is scheduled to expire on December 19, 2051 (subject to extension in connection with entering into a lease for additional space, as more particularly set forth in the Lease).

The current annual Base Rent is \$11,816. Base Rent is currently payable at the rate of \$.50 per square foot, which rate is subject to annual upward adjustment as of each June 1st in accordance with a ratio derived from increases in the Producer Price Index/All Commodities published by the United States Department of Labor Statistics.

In addition to the Base Rent, the Member has agreed to pay the Lessor 3% of any Net Sale Proceeds from the Recapitalization Transaction, as more particularly set forth in the Lease. Member has also agreed to pay 3% of any Gross Proceeds from a Financing or Sale, as the case may be, at the times and in the manner set forth in the Lease.

Use of Premises

Unless otherwise specifically permitted, the Leased Premises may only be used for the development, construction, installation, maintenance, management and operation of the Fuel System and the other Improvements and uses related thereto and located at the Leased Premises and the Infrastructure Improvements Sites. Employees, agents, licensees and invitees of the Member are permitted to park in the Leased Premises.

Casualty and Condemnation

The Member is required to restore improvements on the Leased Premises in the event of a Casualty, unless the Casualty occurs within the last 24 months of the Term that materially affects the Member's ability to operate the Fuel System substantially in the manner that it had been operating the Fuel System prior to the occurrence of the Casualty, in which case the Member shall have the option to terminate the Lease. The Member is required to restore the Leased Premises if the portion thereof remaining after a taking is capable of fulfilling the intent and purpose of the Lease.

Assignment and Subletting

Except as otherwise set forth in the Lease, the Member shall not, without the prior written consent of the Lessor, (i) 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, the Lease or any interest in the Leased Premises created under the Lease; (ii) assign, convey, transfer, pledge, hypothecate, mortgage or encumber or subject to or permit the creation of any consensual or non-consensual charge on, any membership interests in Member or any constituent members of Member or in any corporate stock, partnership interests or Beneficial Interests in any future Member organized as a corporation, partnership or trust, respectively, or in any constituent shareholders, partners or Beneficiaries thereof; (iii) allow to exist or occur any transfer of the Leased Premises (or any part thereof), the Lease or the Member's interest therein by operation of law; (iv) sublet the Leased Premises or any part thereof; or (v)

E-9

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 Member.

Events of Default and Remedies

The occurrence of any of the following constitutes an Event of Default under the Lease:

i) The failure by the Member to pay any Rent on the dates when due and in the amounts as required under the Lease which failure shall continue for 5 Business Days after receipt of notice by the Member from the Lessor, provided that the Lessor's obligation to send notice of such failure to pay Rent when due shall be limited to the Member's failure to pay rent when due twice during any 12 month period and thereafter if during the same 12 month period the Member fails to pay any Rent on the dates when due and in the amounts as required under the Lease, and such failure shall continue for 5 Business Days after the due date;

ii) The failure by the Member on or after the date of the Lease to perform any representation, warranty, covenant or agreement or final court order applicable to the Leased Premises required to be performed by the Member under the Lease (other than as covered or described elsewhere in the Section defining Events of Default) and the failure of the Member to remedy such default within a period of 30 days after written notice to the Member, or such additional time as may be reasonably necessary to remedy such default so long as the Member is diligently and expeditiously proceeding to cure such default; provided, however, that such additional time beyond 30 days shall not apply to a default that creates a present danger to persons or property or material adversely affects the Lessor's interest in the Leased Premises or the Airport, or if the failure to default by the Member is one for which the Lessor (or any official, employee or other agent) may be subject to fine or imprisonment;

iii) The failure of the Member to construct the Improvements or Alterations as described in the Lease (subject to delays for Force Majeure as provided in Article 5 of the Lease) except in the event of a casualty or condemnation at the Leased Premises which causes the Member 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 (related to casualty) of the Lease or the applicable repair and restoration provisions of Article 11 (related to condemnation) of the Lease;

iv) If the Member shall suffer or permit any lien or encumbrance to attach to the Leased Premises (other than as permitted in Section 5.5(b) of the Lease) and the Member shall not discharge said lien or encumbrance on the date which is the earlier to occur of (a) the date which is 30 days from the date the Member first receives written notice of the existence of said lien or encumbrance or (b) the date which is 10 days prior to any scheduled sale, disposition or forfeiture relating to such lien or encumbrance;

v) If the Member shall fail to carry all required insurance under the Lease and such failure continues for 5 Business Days after written notice by the Lessor to the Member;

vi) Any material misrepresentation (including by omission) made by the Member in the Lease or by the Member or any Person having more than a 10% direct or indirect ownership interest in the Member in any affidavit, certification, disclosure or representation made by the Member or any such person relied upon by the Lessor in execution of the Lease or in approving any request by Member submitted to the Lessor in accordance with the Lease;

vii) The failure to comply with an order of a court of competent jurisdiction or proper order of a governmental agency relating to the Lease within the required time period after receipt of notice from the Lessor of such failure and a reasonable opportunity to cure, provided that the Member is diligently pursuing such cure to completion;

viii) The failure to deliver the estoppel certificate required by the Lease within 15 Business Days after written notice of failure to deliver within the time period required therein;

ix) Any material permit of the Member allowing it to do business in the City of Chicago or County of Cook has been revoked and is not reinstated within 30 days of the date of such revocation after receipt of notice from the Lessor and failure of the Member to cure within 5 Business Days of receipt of notice;

E-10

x) The filing by the Member of a voluntary petition in bankruptcy or if any involuntary petition in bankruptcy shall be filed against the Member under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 90 days from the filing thereof;

xi) On or after the date of the Lease, the admission, in writing, by the Member of its inability to pay its debts generally as they mature;

xii) The taking by a court of competent jurisdiction for a period of 60 days of all or substantially all of the Member's assets pursuant to proceedings brought under provisions of any federal or state reorganization act or after the date of the Lease when possession is not restored to Member within 60 days after such taking;

xiii) The appointment of a receiver on or after the date of the Lease of all or substantially all of the Member's assets and the Member's failure to vacate such appointment within 60 days of the date of such appointment;

xiv) The assignment by the Member on or after the date of the Lease of all or substantially all of its assets for the benefit of its creditors; or

xv) The failure of the Member to perform its obligations under Article 3 (related to Operation of the Fuel System); provided that in-the opinion of the Lessor (a) there is no present danger to any person or property from the Member's failure to perform the obligation that is currently in default, (b) the failure to perform the obligation that is currently in default does not have a material adverse effect on the Lessor's interest in the Leased Premises or in the Airport, and (c) the failure to perform the obligation

that is currently in default would not result in fines or criminal penalties to the Member, any of the Member's Representatives, the Lessor or the Lessor's Representatives, the Member may remedy the same within 30 days or such longer period determined by the Lessor to be reasonably necessary provided Member is diligently and continuously pursuing the same; but provided further that if (a), (b) or (c) is not satisfied Member shall have 5 days from its receipt of notice, all as more particularly set forth in the Lease.

If an Event of Default occurs, the Lessor may, at its election and without notice or demand to the Member, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided elsewhere in the Lease or at law or equity:

i) The Lessor may terminate the Lease and the leasehold estate created thereby, in which event the Lessor may repossess the Leased Premises and be entitled to recover as damages (a) all Rent accrued and unpaid for the period up to and including the termination date; (b) any other sums for which the Member is liable or in respect of which the Member has agreed to indemnify the Lessor under any provisions of the Lease which may be then due and owing; and (c) any other damages in addition to the foregoing, including reasonable attorneys' fees and court costs, which the Lessor sustains as a result of the breach of any of the covenants of the Lease other than for the payment of Rent;

ii) (a) The Lessor may terminate the Member's right of possession and may repossess the Leased Premises by taking peaceful possession or otherwise as provided without terminating the Lease or releasing the Member, in whole or in part, from the Member's obligations to pay Rent under the Lease for the Term; and (b) after the Lessor takes possession of the Leased Premises without termination of the Lease, the Lessor may relet the Leased Premises or any part thereof for the account of the Member for such rent, for such time, and upon such terms as shall be satisfactory to the Lessor, and the Lessor shall not be required to accept any tenant offered by the Member nor to observe any instructions given by the Member about such reletting. The Lessor is authorized to make reasonably necessary repairs, alterations or additions in connection therewith. The Member shall be liable for any deficiency;

iii) The right to specific performance, an injunction or other appropriate remedy;

iv) The right to money damages, including special and consequential damages;

v) The right to deem the Member non-responsible in future procurements by the Lessor:

vi) With respect to the construction of Improvements or Alterations, the right to take over construction work, at the Member's cost and expense. Without limiting any other rights of the Lessor, in the event the Lessor takes over the construction work, the Lessor shall be entitled to exercise all rights under the collateral

E-11

assignments and other security granted to or available to the Lessor under the Lease, and sureties thereunder shall remain liable to the Lessor upon such other security, and the proceeds thereof shall become the property of the Lessor; and

(vii) The right to terminate the right of Member or any Third Party Fuel System Operator to operate the Fuel System.

Chicago O'Hare International Airport (North)

Leased Premises

The leased premises consist of approximately 48.9 acres of land, together with the facilities, improvements, paving and structures then and thereafter located of the land, all located at Chicago O'Hare International Airport.

Term and Rent

The Term of the Lease commenced on February 5, 2002 and is scheduled to terminate on February 4, 2042, subject to two (2) options to extend the Lease for ten (10) years each.

The current annual Base Rent is \$1,352,610.96. Base Rent is currently payable at the rate of \$0.7824 per square foot of the Land, because (i) the Lessor has furnished the required fill, and (ii) the Bonds (meaning bonds issued by the Lessor to finance the construction of improvements on the Premises) have been issued. So long as the Sublease (pursuant to which the landlord subleased a portion of the Premises from the Member) is in effect during the Term, Base Rent shall not be payable under the Lease as to the Subleased Land, calculated by deducting the product of the applicable per square foot rate of Base Rent from time to time, multiplied by the area of the Subleased Land.

In addition to the Base Rent, the Member has also agreed to pay the Lessor as additional rent an amount per annum equal to 3.25% of any Net Cash Flow generated by the Premises at the times and in the manner set forth in the Lease. The Member has also agreed to pay the Lessor as additional rent an amount equal to 7% of any Net Financing Proceeds or Net Sale Proceeds generated by the Premises, as the case may be, at the times and in the manner set forth in the Lease.

Use of Premises

The principal use of the Premises shall be for receiving, delivering, sorting, handling and storing freight or cargo of the Member (or any permitted subtenant) being transported to or having been transported from the Airport. Ancillary uses of the Premises include employee parking and parking of only those vehicles used by the Member (or any permitted subtenant) at the Premises and administrative offices relating to the Member's (or any permitted subtenant's) operations at the Premises not to exceed 25% in the aggregate of the useable area of Improvements at the Premises (or 28% for any one Building); and for such other uses only as the Lessor may approve in writing in its sole and absolute discretion.

All snow removed from areas of the Premises shall remain on the Premises, and the Member shall not dispose of such snow on Lessor property.

The following uses of the Premises are prohibited under the Lease:

i) So long as Bonds are outstanding, any use of the Premises which would prevent from qualifying the Project for tax-exempt financing under Section 142 of the Code.

ii) The parking on the Premises of automobiles of persons other than employees, agents, licensees and invitees of the Member at the Premises; no public parking being allowed.

iii) The Member may not alter or improve or use the Detention Pond Site described in the UAL Easement, so long as UAL (or a successor or subsequent grantee) has the right to use the Detention Pond Site for the same or similar purposes as are set forth in the UAL Easement.

E-12

Casualty and Condemnation

The Member is obligated to restore the improvements located the Premises following a casualty, provided that either the Lessor or the Member may terminate the Lease in the event that such casualty occurs during the last 24 months of the Term. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

Except as otherwise set forth in the Lease, the Member shall not, without prior written consent of the Lessor (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, the Lease or any interest under it (including any sublease or casement); (ii) allow to exist or occur any transfer of or lien upon the Premises, the Lease or the Member's interest in the Lease by operation of law; (iii) sublet the Premises or any part thereof; (iv) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for in the Lease or by anyone other than the Member (or any permitted subtenant or occupant); or (v) permit an Ownership Change.

Events of Default and Remedies

The occurrence of any of the following shall constitute an Event of Default under the Lease.

i) The failure by Member to pay any Rent as required under the Lease when due, and the failure to cure same within thirty (30) days after the giving of written notice thereof to Member;

ii) The failure by Member on or after the date of the Lease to perform any representation, warranty or covenant or

agreement or final court order applicable to the Premises required to be performed by Member in the Lease (other than as described elsewhere in this section) and the failure of Member to remedy such default within a period of thirty (30) days after written notice to the Member, or such additional time as may be reasonably necessary to remedy such default so long as Member is diligently and expeditiously proceeding to cure such default; provided, however, that (a) such additional time beyond 30 days shall not apply to a default that creates a present danger to persons or property or materially adversely affects the Lessor's interest in the Premises or the Airport, or if the failure or default by Member is one for which the Lessor (or any official, employee or other agent) may be subject to fine or imprisonment; (b) additional time beyond thirty (30) days allowed to remedy such default in completion of Improvements or performance of an obligation described in the Lease (1) shall not include Force Majeure Delay previously extending the Target Completion Date or other date for performance of an obligation as described in the Lease and (2) in the case of any failure by Member to complete the Improvements by the Target Completion Date, shall not exceed 12 months when taken together with other Force Majeure Delay extending performance of Member's obligation to complete Improvements by the Target Completion Date.

iii) The discontinuance by Member of its conduct of its principal business at the Premises or the abandonment or vacation of the Premises during the Term; (excluding any period not to exceed 18 months when the Premises are more than 50% vacant [based on useable area] and Member is diligently attempting to relet the Premises).

' (iv) If Member shall suffer or permit any lien or encumbrance to attach to the Premises or the leasehold interest of Member and Member shall not discharge said lien or encumbrance within thirty (30) days or within ten days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date shall first occur, subject to the provisions of the Lease;

v) If Member shall fail to carry all required insurance under the Lease and such failure continues for five days after written notice by the Lessor to Member;

vi) Any material misrepresentation (including by omission) made by Member in the Lease or by Member or any Person having more than a ten percent direct or indirect ownership interest in Member in any affidavit, certification, disclosure or representation made by Member or any such person relied upon by the Lessor in execution of the Lease or in approving any request by Member submitted to the Lessor in accordance with the Lease;

E-13

vii) Failure to comply with an order of a court of competent jurisdiction or proper order of a governmental agency relating to the Lease within the required time period. .

viii) The failure to deliver the estoppel certificate requested in the Lease within fifteen (15) days after written notice of failure to deliver within the time period required therein;

ix) The default of Member under any lease agreement, or any indemnity agreement or any other agreement it may presently have or may enter into with the Lessor during the Term of the Lease and failure to cure said default within any applicable cure period. Member agreed that in case of an Event of Default under the Lease the Lessor also may declare a default under any future such agreements;

x) Any material permit of Member allowing it to do business in the City of Chicago or County has been revoked and is not reinstated within thirty (30) days;

xi) The filing by Member of a voluntary petition in bankruptcy occurring on or after the date of the Lease, or if after the date of the Lease any involuntary petition in bankruptcy shall be filed against Member under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 120 days from the filing thereof;

xii) On or after the date of the Lease, the admission, in writing, by Member of its inability to meet its debts generally as they mature;

xiii) The taking by a court of competent jurisdiction for a period of 120 days of all or substantially all of Member's assets pursuant to proceedings brought under the provisions of any federal reorganization act on or after the date of the Lease when possession is not restored to Member within 120 days after such taking;

xiv) The appointment of a receiver on or after the date of the Lease of all or substantially all of Member's assets and Member's failure to vacate such appointment within 120 days thereafter;

xv) The assignment by Member on or after the date of the Lease of all or substantially all its assets for the benefit of its creditors.

xvi) (a) If any Guarantor shall be declared bankrupt or insolvent or shall make an assignment of its property for the benefit or creditors; or

b) any Guarantor shall consent to the appointment of a trustee or receiver; or

c) a trustee or receiver is appointed for any Guarantor, and such trustee or receiver shall not within 120 days have been discharged, or Guarantor has not within 120 days taken appropriate action to secure a review of such appointment and to appeal therefrom and to stay the taking of possession by such trustee or receiver pending such review or appeal; or

d) bankruptcy, reorganization, arrangement or liquidation proceedings or relief under any bankruptcy law or other law for the relief of debtors are instituted by or against any Guarantor, and if instituted against any Guarantor are consented to by it or are not dismissed within 120 days after such institution; or

e) the net worth of any Guarantor is less than the net worth required under the Guaranty (as it may be permitted under the Guaranty to be reduced) at any time there is any obligation or liability existing under its Guaranty or evidence of such net worth is not provided when required by Lessor, and if in any of the cases described in this Section xvi such act, event or failure has not been cured or corrected by the later to occur of (1) any cure period stated therein and (2) 120 days after occurrence of the act, event or failure. Such cure or correction may be effected by substitution of another Guarantor approved by Lessor as provided in the Lease who has assumed the liability and obligations under the Guaranty.

If it so elects, with or without notice or demand, if an event of default occurs, the Lessor may exercise any one or more of the following described remedies, in addition to all other rights and remedies provided in the Lease or at law or equity.

E-14

i) The Lessor may terminate the Lease and the term created thereby, in which event the Lessor may forthwith repossess the Premises and be entitled to recover forthwith as damages: (a) all of the Rent accrued and unpaid for the period up to and including such termination date; (b) any other sums for which Member is liable or in respect of which Member has agreed to indemnify the Lessor under any provisions of the Lease which may be then due and owing; (c) 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 (1) the present value of the aggregate Rent and real estate taxes (as reasonably estimated by the Lessor) which would have been payable after the termination date had the Lease not been terminated, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the scheduled Term, and (2) the then present value of the then aggregate fair rental value of the Premises for the balance of the scheduled Term (net of any costs of releasing the Premises, including in such costs brokerage commissions, and other costs of preparing the Premises for reletting), such present worth to be computed in each case on the basis of the "discount rate" (as such term is hereinafter described) from the respective dates upon which such components of Rent would have been payable under the Lease had the Lease not been terminated; and (d) any damages in addition thereto, including reasonable attorneys' fees and court costs, which the Lessor sustains as a result of the breach of any of the covenants of the Lease other than for the payment of Rent. As employed in the Lease, 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 of the Lease, determined as of the date from and after which the present worth being computed;

ii) The Lessor may terminate Member's right of possession and may repossess the Premises by taking peaceful possession or otherwise as provided in the Lease and described herein without terminating the Lease or releasing Member, in whole or in part, from Member's obligation to pay Rent under the Lease for the full Term. Upon and after entry into possession without termination of the Lease, the Lessor may relet the Premises or any part thereof for the account of Member, for such rent, for such time, and upon such terms as shall be satisfactory to the Lessor, and the Lessor shall not be required to accept any tenant offered by Member nor to observe any instructions given by Member about such reletting. For the purpose of such reletting, the Lessor is authorized to make any reasonably necessary repairs, alterations or additions in or to the Premises. If the 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 the Lease for the balance of its Term, Member shall satisfy and pay such deficiency upon demand

therefor;

- iii) The right to specific performance, an injunction or other appropriate remedy;
- iv) The right to money damages, including special and consequential damages;
- v) The right to deem Member non-responsible in future procurements by the Lessor; or

vi) In case of a default described in (ii) above relating to Member's obligations under the Lease, the right to take over construction of work, at Member's cost. Without limiting any other rights of the Lessor, in the event the Lessor takes over the work, the Lessor shall be entitled to exercise all rights under the collateral assignments and other security granted to or available to Lessor under the Lease, and sureties thereunder shall remain liable to the Lessor upon such other security, and the proceeds thereof shall become the property of the Lessor;

vii) Draw under the letter of credit and use the proceeds thereof, to the extent set forth in the Lease or ., use any Prepaid Rent, to pay or reimburse the Lessor for performance of Members' obligations or compensate the Lessor for any damages owed to the Lessor by Member; or

- viii) Enforce any Guaranty.

The Lessor agreed that to the extent that the Lessor, in its capacity as tenant under the Sublease, would cause the Member to be in breach of its obligations under the Lease as a result of the Lessor's breach of its obligations or other acts or omissions under the Sublease, the Member shall not be deemed to have breached such obligations and shall not be liable to the Lessor under the Lease thereby. Further, to the extent the Lessor has imposed an obligation on the Member under the Lease which has not been imposed on the tenant under the Sublease, the Lessor may waive that requirement under the Lease conditionally or completely.

E-15

Chicago O'Hare International Airport (South)

Leased Premises

The leased premises consist of three parcels of land at Chicago's O'Hare International Airport: the Phase A Parcel (approximately 13.39 acres), the Phase B Parcel (approximately 18.2 acres) and the Phase C Parcel (approximately 17.50 acres). Since the execution of the Lease, the Phase A Parcel was divided into the Phase A-1 Parcel (approximately 6.85 acres) and the Phase A-2 Parcel (approximately 6.44 acres). The Phase A-1 Parcel was removed from the leased premises. Additionally, the Remaining Northeast Parcel (approximately 2.39 acres) was added to the leased premises.

Term and Rent

The term of the Lease shall terminate on August 1, 2042 (unless terminated sooner or extended as provided in the Lease). The Member has the option of extending the term of the Lease to September 14, 2055.

The current annual Base Rent is \$1,009,062.12. Annual Base Rent shall be computed by multiplying the Base Rent Multiplier by the sum of the total number of square feet of area of the Phase 1 Parcel, the Phase 2 Parcel and the Phase 3 Parcel and the Easement Area. Areas used in calculating the Base Rent shall not include any part falling in the Detention Area. Base Rent is payable in equal monthly installments. The "Base Rate Multiplier" shall be an amount equal to the product of (i) \$0.30, multiplied by (ii) the sum of (a) one, plus (b) 3% times the number of years previously elapsed during the Term. Base Rent applicable to the Remaining Northeast Parcel shall be equal to the product of the Base Rent Multiplier in effect from time to time multiplied by the area of the Remaining Northeast Parcel. For purposes of the Remaining Northeast Parcel, the "Base Rent Multiplier" as of each August 1st shall be the product of (i) \$0.50, multiplied by (ii) the sum of (a) one plus (b) 3% times the number of years elapsed since August 15, 2003.

In addition to Base Rent, the Member has agreed to pay the Lessor as additional rent an amount per annum equal to 3.13% of the Net Cash Flow for each Lease Year and of any Net Financing Proceeds and Net Residual Proceeds generated by the Premises and the Project at the times and in the manner set forth in the Lease.

Use of Premises

The Member shall use and occupy the Premises as and for the construction of the Project and the operation of the Project for Airport Support Services and for no other purposes, unless otherwise consented to by the Lessor and permitted by applicable laws, codes, ordinances, rules, regulations and orders, and shall so continuously use the Premises throughout the Term. Any parking on the Premises shall only be accessory to erected and occupied improvements, and the Member shall not operate a public parking facility and shall not permit parking by persons other than the Member, space tenants and their licensees and invitees in connection with their use of the Premises. The Member may not use the Detention Area for any purpose other than drainage and storm water detention without the Lessor's consent.

Casualty and Condemnation

The Member is obligated to restore the improvements located the Premises following a casualty, provided that (a) if the casualty occurs during the last 3 years of the Term and the cost of restoring the improvements will exceed 75% of the replacement cost thereof, either Lessor or Member may terminate the Lease and (b) if the casualty occurs during the last 3 years of the Term, and the cost of restoring the improvements will exceed 75% of the replacement cost thereof or would take more than 12 months to complete, Lessor may terminate the Lease. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

The Member may mortgage, hypothecate or pledge the leasehold estate created by the Lease and the interest of the Member in and to the Lease, together with the Member's right, title and interest in the Project subject to the terms of the Lease. The Member shall obtain the approval of the Lessor before subleasing portions of the Project.

E-16

Events of Default and Remedies

Subject to the provisions of the Lease, the occurrence of any one or more of the following events shall constitute an Event of Default under the Lease:

i) If Member shall fail to pay any installment of Base Rent or Percentage Rent required to be paid by Member~when the same falls due under the provisions of the Lease and such default shall continue for ten (10) days after notice thereof by Lessor in writing to Member;

ii) If Member shall default in the payment as provided in the Lease of any Impositions, or other sums required by the terms hereof to be paid by Member, and such default shall continue for twenty (20) days after notice thereof by Lessor in writing to Member;

iii) If Member fails to commence construction of the Infrastructure Improvements, Project or any portion or Phase thereof on or before the dates set forth in the Lease for commencement of construction, as extended for Force Majeure Delays, but subject to the time limits set forth in the Lease;

iv) If Member fails to Substantially Complete construction of any Phase or Infrastructure Improvements of the Project within the time period required by the Lease, as extended for Force Majeure Delays, but subject to the time limits set forth in the Lease;

v) If Member shall default in the performance of any covenant, promise or agreement on the part of Member contained in the Lease not otherwise specified in the Lease and described herein and such default shall continue for thirty (30) days after notice thereof in writing by Lessor to Member, or if such default or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Member shall not in good faith and within the period of thirty (30) days commence the curing of such default and pursue the curing of such default continuously and diligently and in good faith to the end that such default shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such default through pursuing such cure promptly, diligently, continuously and in good faith; provided, however, that such additional period beyond thirty (30) days shall not apply to a default that creates a clear and present danger to persons or property or materially

adversely affects the Lessor's interest in the Premises or the Project or the Airport, or if the failure or default by Member is one for which Lessor (or any officer or other agent or beneficial or other owner thereof) may be subject to fine or imprisonment;

vi) If Member shall suffer or permit any lien or encumbrance (other than as permitted pursuant to the Lease) to attach to the Premises or the leasehold interest of Member or the Project and Member shall not discharge said lien or encumbrance within thirty (30) days or within ten (10) days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date shall first occur; or

vii) If Member shall be declared bankrupt or insolvent or shall make an assignment of its property for the benefit of creditors;

viii) If Member shall consent to the appointment of a trustee or receiver of Member or for any portion of the Premises or the Project or its interest therein;

ix) If a trustee or receiver is appointed for Member or for its interest in the Premises or the Project or any parts thereof and such trustee or receiver shall not within sixty (60) days have been discharged, or Member has not within sixty (60) days taken appropriate action to secure a review of such appointment and to appeal therefrom and to stay the taking of possession by such trustee or receiver pending such review or appeal;

x) If bankruptcy, reorganization, arrangement or liquidation proceedings or relief under any bankruptcy law or other law for the relief of debtors are instituted by or against Member, and if instituted against Member are consented to by it or are not dismissed within sixty (60) days after such institution;

xi) If Member shall default under the terms of any Leasehold Mortgage and such default continues beyond any applicable notice, grace and cure periods;

xii) If Member shall fail to carry all required insurance under the Lease and such failure continues for five (5) days after written notice by Lessor to Member; or

E-17

xiii) Any material misrepresentation (including by omission) made by Member in the Lease or by Member or any Person having more than a ten percent (10%) direct or indirect ownership interest in Member in the Lease, the Affidavit or any affidavit, certification, disclosure or representation made pursuant to the Lease;

xiv) If Member shall fail to comply with an order of a court of competent jurisdiction or proper order of a governmental agency within the required time period; or

(xv)(a) If any Guarantor shall be declared bankrupt or insolvent or shall make an assignment of its property for the benefit or creditors;

(b) any Guarantor shall consent to the appointment of a trustee or receiver;

c) a trustee or receiver is appointed for any Guarantor, and such trustee or receiver shall not within sixty (60) days have been discharged, or Guarantor has not within sixty (60) days taken appropriate action to secure a review of such appointment and to appeal therefrom and to stay the taking of possession by such trustee or receiver pending such review or appeal;

d) bankruptcy, reorganization, arrangement or liquidation proceedings or relief under any bankruptcy law or other law for the relief of debtors are instituted by or against any Guarantor, and if instituted against any Guarantor are consented to by it or are not dismissed within sixty (60) days after such institution; or

e) the net worth of any Guarantor is less than the net worth required under the Guaranty (as it may be permitted under the Guaranty to be reduced) at any time there is any obligation or liability existing under its Guaranty or evidence of such net worth is not provided when required by Lessor, and if in any of the cases described in this Section (xv) such act, event or failure has not been cured or corrected by the later to occur of (1) any cure period stated therein and (2) sixty (60) days after occurrence of the act, event or failure. Such cure or correction may be effected by substitution of another Guarantor approved by Lessor who has assumed the liability and obligations under the Guaranty.

Subject to the provisions of the Lease, upon the occurrence of any Event of Default, Lessor may at its option exercise any one or more or any combination or series of any one or more of the following remedies:

i) Irrespective of whether Lessor has previously availed itself of its remedies under described under (ii) below, Lessor may at any time during the continuance of such Event of Default terminate the Lease and declare the Term ended by giving Member notice of such termination, stating the date upon which such termination shall take effect, which date shall not be earlier than ten (10) days from the date of Member's receipt of such notice, whereupon the Lease and the Term shall expire and terminate on the date specified in such notice and Lessor shall thereupon have the right without further notice and either with or without process of law to reenter the Premises and to remove Member and to repossess the Premises and the Project.

ii) Lessor may at any time during the continuance of such Event of Default terminate the right to possession of the Premises and the Project, and any parts thereof, by Member and all persons or other entities claiming by, through or under Member, by giving Member notice of such termination of possession, stating the date upon which such termination shall take effect (which date shall not be earlier than ten (10) days from the date of Member's receipt of such notice), whereupon Member and all persons or other entities claiming by, through or under Member shall then quit and surrender the Premises and the Project to Lessor, but Member shall remain liable as provided in the Lease.

iii) Lessor may enforce the provisions of the Lease and may enforce and protect the rights of Lessor under the Lease by suit or suits in equity or at law for the specific performance of any covenant or agreement contained in the Lease or for the "enforcement of any other appropriate legal or equitable remedy; and

iv) Lessor shall be entitled to recover from Member all the rent and other sums payable by Member or for which Member may be obligated for the period up to and including the date that the Lease expires or is sooner terminated (exclusive of options to renew which have not been exercised), and any other actual damages which Lessor shall have sustained by reason of the breach of any of the terms, covenants, or conditions of the Lease

E-18

Upon the termination of Member's rights of possession without terminating the Lease, either pursuant to the provisions of the Lease described in (ii) above or by summary dispossession proceedings or under any provisions of law now or at any time hereafter in effect by reason of a default under or breach of the Lease on the part of Member, or in case of the termination of the Lease pursuant to the provisions of the Lease described in (i) above, and without limiting any rights conferred upon Lessor in the event of Member's default or in the event of Lessor's repossession of the Premises, and whether or not the Premises or any part thereof be relet, Member shall pay to Lessor the Rent, Impositions and all charges or impositions required to be paid by Member up to the time of such termination of the Lease or the time of such termination of the right of possession without terminating the Lease, as the case may be.

Upon the termination of Member's right of possession without terminating the Lease, either pursuant to the provisions of the Lease described in (ii) above or by summary dispossession proceedings or under any provisions of law now or at any time hereafter in effect by reason of a default under or breach of the Lease on the part of Member, Lessor may, at any time and from time to time, relet the Premises and let the Project and its related improvements or any part or parts thereof, for the account of Member or otherwise, and collect the rent therefor, applying the same first to the payment of such reasonable expenses as Lessor may have incurred in recovering possession of the Premises or in taking possession of the Project, and its related improvements, and for putting the same into good order or condition for re-rental and all other expenses, commissions and charges paid, assumed or incurred by Lessor in or about reletting the Premises and then to the fulfillment of the covenants of Member under the Lease. Any such reletting may be for the remainder of the Term as originally granted or for a longer or shorter period. Thereafter, Member covenants and agrees, if required by Lessor, at Lessor's election, to pay to Lessor until the end of the Term the equivalent of the amount of all the Rent and Impositions and all other charges or impositions required to be paid by Member, less the net avails of reletting, if any, and the same shall be due and payable monthly by Member to Lessor, that is to say, Member shall pay to Lessor the amount of the deficiency (each such amount being referred to herein as a "Deficiency Installment") then existing together with the costs and expenses of Lessor. Member further agrees that Lessor may file suit to recover any sums falling due under the terms of the Lease from time to time and that no suit or recovery of any portion due Lessor under the Lease shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor.

If the Lease is terminated by Lessor pursuant to the provisions of the Lease described in (i) above, then whether or not

Lessor shall have previously availed itself of its remedies described in (ii) above or collected any Deficiency Installments as described in the preceding paragraph, Lessor shall be entitled to recover as damages for loss of the bargain and not as a penalty (i) the aggregate sum which at the time of such termination represents the difference between (a) the present value of the aggregate Rent and Impositions (as reasonably estimated by Lessor) which would have been payable after the termination date had the Lease not been terminated, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the scheduled Term provided for in the Lease and the amount projected by Lessor to represent Impositions and Percentage Rent for the remainder of the scheduled Term pursuant to the Lease, and (b) the then present value of the then aggregate fair rental value of the Premises for the balance of the scheduled Term (net of any costs of releasing the Premises, including in such costs brokerage commissions, and other costs of preparing the Premises for reletting), such present worth to be computed in each case on the basis of the "Discount Rate" (as such term is described herein) from the respective dates upon which such components of Rent would have been payable under the Lease had the Lease not been terminated, and (ii) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Lessor sustains as a result of the breach of any of the covenants of the Lease other than for the payment of Rent. As employed in the Lease, 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 of the Lease, determined as of the date from and after which the Rent is being accelerated. In determining Member's obligations to pay damages as described in this paragraph, Member shall receive ratable credit for any Deficiency Installments previously paid by Member relating in whole or in part to the period from and after the termination of the Lease. It was agreed that if the Premises or any substantial part thereof shall have been relet by Lessor for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

Rickenbacker International Airport (Columbus, Ohio)

Leased Premises

The leased premises consist of a 500,940 square-foot tract of real property, along with certain nonexclusive rights of ingress and egress and all easements, rights of way or use, licenses, privileges, franchises,

R-19

servitudes, tenements, hereditaments and other appurtenances now or after belonging to or otherwise appertaining to the Hub Site Premises including, without limitation, all right, title and interest in any public or private street, open or proposed, or utility or utility line serving the Hub Site Premises.

Term and Rent

The term of the Lease expires on December 31, 2055, unless sooner terminated as provided in the Lease. The Member agreed to pay or cause to be paid an initial annual rent for the Hub Site in the amount of \$1,500 multiplied by the acreage of the Hub Site Building and Hangar Area, in quarterly installments, in advance. On January 1, 2000 and every ten years thereafter, the Lessor and Member designate independent real estate appraisers who will establish the then fair market rental value of the Hub Site Building and Hangar Area as if unencumbered and unimproved, except to the extent of off site roads, utilities and other improvements existing at the beginning of the applicable Appraisal Adjustment Period. The determination shall become the then applicable Ground Rent (unless such fair rental value would result in a decrease in the Ground Rent in which case the Ground Rent shall remain unchanged) for the five-year period after the Appraisal Adjustment Period. On January 1, 2005 and every ten years thereafter, the Lease shall be automatically increased, but shall never be decreased, based on a CPI Adjustment. The current annual Ground Rent is \$26,722.71.

Use of Premises

Subject to the provisions of the Lease described below regarding the use of the Ramp Areas, Member and its subtenants and sub-subtenants shall have the right to use the Hub Site for the purpose of carrying on an air and land cargo business. In its use of the Hub Site, Member shall have the right to locate, maintain and operate (i) aircraft servicing or repair facilities, (ii) storage space for aircraft, equipment, machinery and any and all other materials or supplies necessary or appropriate for the use and conduct of its or its subtenants or sub-subtenants business, (iii) repair shops for the repair or servicing of aircraft, engines, run-up stands, instruments, propellers, accessories, avionics, ground support equipment, materials handling equipment, automobiles, trucks, tractors, trailers, tools, machinery and any other equipment as may be used in the conduct of its or its subtenants or sub-subtenants business, (iv) a general office, and (v) any other facilities necessary or convenient to the conduct of the operation of an air and land cargo transportation business. Without limiting the generality of the preceding sentence, Member and its subtenants and sub-subtenants may use the Hub Site to: (i) repair, maintain, condition, service, test, park or store aircraft and other equipment; (ii) train personnel in the

service or employ of, or to be employed by Member or its subtenant or sub- subtenant, any other person or entity engaged in the carriage of persons, property, or mail by aircraft, or any governmental entity; provided that such training shall not constitute basic flight training or other training prohibited under the Airport Compliance Requirements; (iii) sell, lease, transfer, dispose or exchange aircraft, engines, accessories and other equipment or supplies; (iv) service aircraft and other equipment operated by Member or its subtenants or sub-subtenants, by truck or otherwise, with aviation fuel, propellants, lubricants or any other materials or supplies required by Member or its subtenants or sub-subtenants; (v) land, take-off, fly, taxi, tow, load and unload aircraft or other equipment used by Member or its subtenant or sub-subtenant in the conduct of their respective transportation businesses pursuant to the direction and control of the air traffic control tower and subject to the Airport Compliance Requirements; (vi) sell transportation services, bill and collect fees for those services, schedule and monitor flights, load, unload, transfer, exchange and temporarily store cargo, keep business records, and conduct other office and administrative activities reasonably related to Member's or it subtenant's or sub-subtenant's air and land cargo business; and (vii) operate a twenty-four hour airfreight central hub facility for the complete receiving, collection, handling, sorting, servicing, transshipping and delivering (including support services, such as executive offices, training facilities, computer services, repair facilities and other similar services) of all types of cargo by airplanes, trucks, and other forms of transportation and for related commercial uses and purposes.

Member's and its subtenants' and sub-subtenants' permitted uses of the Hub Site as described in the foregoing paragraph permit Member and its subtenants and sub-subtenants to provide certain aeronautical services on the Hub Site. Member and its subtenants and sub-subtenants, respectively, shall be permitted to provide such aeronautical services to themselves, but, notwithstanding anything in the Lease to the contrary, in order to provide such aeronautical services-to any other party, Member and its subtenants and sub-subtenants shall be required to enter into a license agreement or agreements (in the form of Lessor's nonexclusive license agreement) in order to provide such aeronautical services to any other party.

Notwithstanding anything in the Lease to the contrary, Member shall not use, or permit or suffer the use of. the Hub Site or any part thereof for any unlawful purpose, in violation of the Airport Compliance Requirements,

E-20

including the FAA Airport Compliance Requirements, or in violation of any occupancy permit(s) issued in respect thereof. Member shall not commit or suffer waste to the Hub Site.

Notwithstanding anything in the Lease to the contrary, any material change, revision, or modification to the permitted uses of the Airfield and Quit-Claim Deed Premises under the Rickenbacker International Aiiport Master Plan which would prohibit, materially change, or materially affect any use or operation of the Hub Site permitted under the provisions of the Lease described in this section as of the date of the execution of the Lease, must be approved in advance by Member. In addition, Member shall have the right to review and comment upon any other proposed changes, revisions, or modifications to the Rickenbacker International Airport Master Plan, including any such changes, revisions, or modifications relating to the Non-Hub Site Premises.

Lessor and Member acknowledged that access to and use of the Ramp Areas is an important aspect of Lessor's operation of the Airfield as a public airport and that certain Ramp Areas were constructed with public funds, and Member was willing to permit use of the Ramp Areas by Lessor and other users of the Airfield whom Lessor permits to use the Ramp Areas, provided that Member and its subtenants and sub-subtenants have preferential rights to use the Ramp Areas as set forth in the Lease. Therefore, the leasehold rights granted to Member under the Lease with respect to that part of the Hub Site which comprises the Ramp Areas are nonexclusive.

Member and its subtenants and sub-subtenants shall have a preferential right to use Ramp Area A and Ramp Area B for the uses permitted under the Lease as described above based on its then existing business needs. Member recognized that the Aiiport Manager may authorize use of any open and available portion of Ramp Area A and Ramp Area B so long as such use does not unreasonably interfere with any of Member's or its subtenants' or sub-subtenants'permitted uses under the Lease as described above; and provided that if any nonaeronautical related use shall interfere with access to any fueling hydrant and aircraft parking space associated with such fueling hydrant on other than an occasional basis, unless such use is permitted in the Airport Use Agreement of the subtenant or sub-subtenant so interfering or unless such fueling hydrant and aircraft parking space associated with such fueling hydrant is not then required by RPA to service aircraft, Member shall compensate Lessor for the loss of and/or replace such fueling hydrant in such manner as may be agreed to by Lessor and Member.

Member and its subtenants and sub-subtenants shall have a preferential right to use the Taxilanes for the taxiing and maneuvering of aircraft and for access of aircraft, trucks and other vehicles and pedestrians to and from Ramp Area A and Ramp Area B, the Hub Site Building, and the Hangar Area; provided, however, Member recognized that the Airport Manager may authorize use of the Taxilanes for the taxiing and maneuvering of aircraft by other users of the Airfield so long as such use does not interfere with

any taxiing, maneuvering or access by Member or its subtenants or sub-subtenants.

Notwithstanding any provision of the Lease to the contrary, no subtenant or sub-subtenant shall have the right to use the Ramp Areas without first entering into an Airport Use Agreement with Lessor consistent with the provisions of the Lease described in this section.

Notwithstanding anything in the Lease and any Airport Use Agreement to the contrary, Lessor shall not charge or otherwise assess Member or its subtenants or sub-subtenants parking or tie-down fees relating to their parking of aircraft owned, or controlled by, or serving Member or its subtenants or sub-subtenants, as the case may be, on Ramp Area A and Ramp Area B.

Nothing in the Lease to the contrary shall impact or reduce the rights of Federal Express under its current Airport Use Agreement, and RPA agrees that such Airport Use Agreement shall remain in effect in accordance with its terms unless modified or amended by RPA and Federal Express, or termination or expiration in accordance with its terms.

Notwithstanding anything in the Lease and any Airport Use Agreement to the contrary, the Member and its subtenants (and their sub-subtenants) shall have the right at all times during the Term of the Lease to park Boeing 727-200 series aircraft in their then-current configuration (including a length of approximately 153 feet) nose-in and perpendicular to the north side of the Hub Site Building in a manner so that the nose wheel of such aircraft shall be placed not more than 67 feet from the Hub Site Building without regard to the effect that such parked aircraft may have on the use of the Taxilane located to the north of the Hub Site Building.

Casualty and Condemnation

The Member is obligated to restore the improvements located the Premises following a casualty. If the Member fails to complete such restoration within 2 years following the occurrence of such casualty, Lessor may terminate the Lease. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

The Member has the right to assign the Lease and its rights in or to the Hub Site, or all or any part of the rights or obligations of the Member under the Lease, with the prior written consent of the Lessor, which shall not unreasonably be withheld or delayed. If the Member is not in material default under the Lease, the Member may sublease and may permit sub-subleases of all or any part of the Hub Site, from time to time or at any time, with the prior consent of the Lessor, which consent shall not be unreasonably withheld and shall be based in good faith solely on the criteria set forth in the Lease. Without the prior consent of the Member, which consent shall not unreasonably be withheld, the Lessor shall not convey, or enter into any contract to convey, all or any part of its right, title or interest in or to the Hub Site to any person or entity.

Events of Default and Remedies

Member shall create an Event of Default under the Lease if:

i) Member shall fail to pay any installment of Ground Rent or other amounts required to be paid or expended by it under the provisions of the Lease, when the same shall become due for payment, and if such default shall remain uncured for more than fifteen (15) consecutive calendar days after written notice of such default shall have been given to Member by Lessor.

ii) Member shall fail to perform or comply (a) with any non-monetary obligation of Member under the Lease or any other document executed or delivered in connection with the Lease or (b) with any other term or provision of the Lease or any other document executed or delivered in connection with the Lease, and if Member shall not commence the correction of such default within thirty (30) days after written notice of such default from Lessor and shall not complete such correction within a reasonable time, or, in the case of a failure to comply with the terms of the Airport Compliance Requirements, such shorter period of time as may be specified for the correction of defaults thereunder.

iii) Member shall make an assignment for the benefit of creditors, or if Member's interest in the Hub Site is sold upon execution or other legal process.

iv) Member shall suffer a receiver to be appointed in any action or proceeding by or against Member and such action or proceeding is not stayed or discharged within sixty (60) days after the commencement thereof, or if Member is a party to any insolvency proceeding conducted pursuant to the laws of any state or of a political subdivision of any state and such proceeding is not stayed or discharged within sixty (60) days after the commencement thereof, or if Member shall be or become, either voluntarily or involuntarily, a debtor in any case commenced under the provisions of the U.S. Bankruptcy Code, as amended and such case is not stayed or discharged within sixty (60) days after the commencement thereof.

In the event that Member shall create or suffer an Event of Default under the Lease, Lessor shall have the right, by giving an election notice as prescribed in the Lease, to elect any or all of the following:

(i) In the event that Member shall wrongfully or mistakenly conceal, withhold, or divert payment of Ground Rent or any other amounts required to be paid by it under the provisions of the Lease, Lessor shall have the right to (i) terminate the Lease and to repossess and expel Member from the Hub Site, (ii) obtain and seek a judgment for damages against Member as a result of such wrongful or mistaken concealment, withholding, or diversion of payment, (iii) and with respect to any sublease of Member applicable to the Hub Site, Lessor shall have the right to assume the responsibilities and obligations of the sublessor thereunder and to receive all monies and other benefits payable thereunder.

E-22

ii) In the event of any Event of Default (other than an Event of Default described in (i) above), to obtain and seek a judgment for damages against Member as a result of such Event of Default.

iii) Notwithstanding the provisions of the Lease described in (i) above, in the event that Lessor terminates the Lease and repossesses the Hub Site, the estates, rights and interests of all sublessees of Member shall be undisturbed, and shall remain in full force and effect, and Lessor shall accept such sublessee so long as such sublessee is not in default under its sublease and makes all payments required thereunder directly to Lessor.

If Member shall create or suffer an Event of Default under the Lease, Lessor may (but shall not be required to) cure such default on behalf of Member (without thereby waiving any of the rights otherwise afforded to Lessor under the Lease by reason of such default), and the amount of the reasonable cost incurred by Lessor in curing any such default shall be paid by Member to Lessor on demand, together with interest thereon at the rate of 18% per annum, or at the maximum rate of interest permitted by law, if less than 18% per annum, from the date or dates of payment thereof by Lessor.

If Lessor shall at any time or from time to time be in default in the performance of any obligation of Lessor under the Lease, including without limitation Lessor's failure to maintain the Ramp Areas and Lessor's Improvements as provided in the Lease, and if such default continues for more than 30 days after Lessor's receipt of notice of such default from Member, or such shorter period of time as may be reasonable in the event of an emergency materially impacting Member's, or its subtenants' or sub-subtenants' use of the Hub Site, or such longer period of time as may be required if such default is such that it cannot be cured within such 30-day period and Lessor within such 30-day period commences to cure such default and thereafter proceeds with due diligence to complete such cure, Member may (but shall not be required to) cure such default on behalf of Lessor and the amount of the reasonable cost incurred by Member in curing any such default shall be paid by Lessor to Member on demand, together with interest thereon at the rate of 18% per annum, or at the maximum rate of interest permitted by law, if less than 18% per annum, from the date or dates of payment thereof by Member.

In addition to any other right or remedy which either party has under the Lease, at law or in equity, in the event of a default by either party under the Lease, the nondefaulting party shall be entitled to apply to the Common Pleas Court of Franklin County, Ohio, to specifically enforce the provisions of the Lease.

Dallas-Fort Worth International Airport

The Mortgage with respect to the Member's Lease encumbers the Grapevine Member's interests in 6 separate ground leases with respect to each of Buildings 1, A through D (one lease). E, 5E, and 1830, and 1840/1850 at Dallas-Fort Worth International Airport.

Leased Premises

The leased premises consist of (i) approximately 136,329 square feet of land together with certain rights and interests with respect to Building 1 at the Dallas-Fort Worth International Airport (the "DFW 1 Lease"), (ii) approximately 444,230 square feet of land together with certain rights and interests in Buildings A through D at the Dallas-Fort Worth International Airport (the "DFW A-D Lease"), (iii) approximately 1.837 acres of land together with certain rights and interests with respect to Building E at the Dallas-Fort Worth International Airport (the "DFW E Lease"), (iv) approximately 32.670 acres of land at Dallas-Fort Worth International Airport (the "DFW 5E Lease"), (v) approximately 4.963 acres of land at Dallas-Fort Worth International Airport (the "DFW 1830 Lease") and (vi) approximately 6.973 acres of land at Dallas-Fort Worth International Airport (the "DFW 1840/1850 Lease").

Term and Rent for DFW 1 Lease, DFW A-D Lease, DFW E Lease and DFW 5E Lease

The DFW 1 Lease is scheduled to expire on August 31, 2020, without further option to extend. The DFW A-D Lease was scheduled to expire on December 31, 2014. The Member exercised its option to extend the lease five (5) years, with a new expiration date of December 31, 2019. The DFW E Lease is scheduled to expire July 31, 2025 and may be extended by the Member for two five-year renewal periods. The DFW 5E Lease is scheduled to expire on June 6, 2029.

E-23

The current annual rental for the DFW 1 Lease is 576,684.53, the current annual rental for the DFW A-D Lease is \$310,205.82; the current annual rental for the DFW E Lease is \$; the current annual rental for the DFW 5E Lease is \$979,331. The rental payments are determined by the Airport Board and are subject to change.

Term and Rent for DFW 1830 Lease and DFW 1840/1850 Lease

The DFW 1830 Lease is scheduled to expire on May 31, 2025. The DFW 1840/1850 Lease is scheduled to expire on June 30, 2026.

The current annual rental for the DFW 1830 Lease is \$95,627.52. The current annual rental for the DFW 1840/1850 Lease is \$ 137,852.88. The rent is payable in advance monthly. The annual rent is escalated every five years based on the aggregate of the Dallas-Fort Worth area Consumer Price Index as described in the Lease.

Use of Premises for DFW 1 Lease, DFW A-D Lease and DFW E Lease

The Member, and all the Member's approved sublessees and assignees, may use the premises only for the limited purpose of air and ground cargo operations and related activities, including the receiving, forwarding, and transportation of property, cargo, express and freight and all related activities; fueling, washing, dispatching, maintenance, repair and servicing of its aircraft and its motor vehicles, servicing and cleaning of its personal property, business and general offices and storage associated with maintaining airport related vehicles; parking for employees and visitors, and any other activity approved in writing by lessor.

On June 27, 2011, the DFW-1 Lease was amended to allow the following uses: operations of a pet hotel and resort, including pet boarding, grooming, daycare, pet training, sale of pet related products and operations reasonably related thereto and such other lawful purposes as may be incidental to such use.

Use of Premises for DFW 5E Lease

The Member may use the Premises as a cargo facility, cabin service facility, material distribution facility, aircraft deicing facility, vehicle service area (including but not limited to fuel storage and dispensing, equipment wash and lavatory and disposal facilities area), mail sort facility, ground support equipment maintenance facility, and employee parking lot, and activities related to any of the foregoing, and for no other purposes whatsoever, unless expressly consented to in writing by the Executive Director.

The Member shall not:

i) Install on the Premises or in any public area any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, nor operate any restaurant, cafeteria, kitchen, stand, or other establishment for the purpose of dispensing or selling such products to any member of the public, other than to Member's employees,

officers and business invitees, without approval of the Board's Executive Director, in advance.

ii) Create, commit or maintain any factual or legal nuisance on the Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of a nuisance on the Premises.

iii) Violate any provision of the Airport Building Code or the Airport Fire Code.

iv) Permit the accumulation of an unreasonable amount of paper, cans, bottles, wrappers, rags, trash, junk or debris on the Premises. If such accumulation occurs and continues, Board shall give notice to Member, in writing, to clean the Premises. If such clean-up is not accomplished within seven (7) days of the date of the notice, Board, after written notice to Member, may proceed to effect such clean-up and may levy a civil contract charge at prevailing wage rates for the necessary clean-up time. If such charge is not paid within sixty (60) days of the date of the Board's clean-up, Board may declare a default under the provisions of the Lease.

Use of Premises for DFW 1830 Lease and DFW 1840/1850 Lease

The Member may use the Premises for the following purposes only:

E-24

i) The storage, distribution, inspection, assemblies of products associated with a business using the Foreign Trade Zone (such use being consistent with the rules, regulations and laws concerning Foreign Trade Zones) or a business associated with air cargo and freight forwarding;

ii) General Offices and storage associated with the business using the Foreign Trade Zone or a business involved in air cargo storage and freight forwarding;

iii) Parking for Member's employees;

iv) Parking for business invitees; and

v) Any other business or service that is expressly consented to by the Executive Director in writing to the Member.

The Member shall not:

i) Install on the Premises or in any public area any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, nor operate any restaurant, cafeteria, kitchen, stand, or other establishment for the purpose of dispensing or selling such products to any member of the public, other than to Member's employees, officers and business invitees, without approval of the Board's Executive Director, in advance.

ii) Create, commit or maintain any factual or legal nuisance on the Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of a nuisance on the Premises.

iii) Violate any provision of the Airport Building Code or the Airport Fire Code.

iv) Permit the accumulation of an unreasonable amount of paper, cans, bottles, wrappers, rags, trash, junk or debris on the Premises. If such accumulation occurs and continues, Board shall give notice to Member, in writing, to clean the Premises. If such clean-up is not accomplished within seven (7) days of the date of the notice, Board, after written notice to Member, may proceed to effect such clean-up and may levy a civil contract charge at prevailing wage rates for the necessary clean-up time. If such charge is not paid within sixty (60) days of the date of the Board's clean-up, Board may declare a default under the provisions of the Lease.

Assignment and Subletting for DFW 1 Lease, DFW A-D Lease, DFW E Lease, DFW 1830 Lease and DFW 1840/1850 Lease

The Member may not assign the lease, in whole or in part, without the express written consent of Lessor and the assignee assumes in writing all of Member's obligations under the Lease. The Lessor shall have the right in its reasonable discretion to approve or disapprove any and all sublessees. Leasehold mortgages are permitted under the Lease. Termination of the Lease will terminate the lien rights of the leasehold mortgagee; provided, however, that the leasehold mortgagee is entitled to notice and cure with respect to

any defaults by Member under the Lease.

Casualty and Condemnation - DFW 1 Lease and DFW A-D Lease

The Member may elect to terminate the Lease following a casualty. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Casualty and Condemnation - DFW E Lease

The Member is obligated to restore the improvements located the Premises following a casualty, provided that the Member may terminate the Lease if the casualty occurs during the last 15 years of the Term. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

E-25

Casualty and Condemnation - DFW 5E Lease. DFW 1830 Lease and DFW 1840/1850 Lease

The Member is obligated to restore the improvements located the Premises following a casualty, provided that (a) if the cost of restoring the improvements will equal or exceed 60% of the original cost thereof, Member may terminate the Lease and (b) if the casualty occurs during the last 48 months of the Term, the Member may terminate the Lease. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and the Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting for DFW 5E Lease

The Member may not assign the Lease, in whole or in part, without the express written consent of lessor and the assignee assumes in writing all of Member's obligations under the Lease. The Member may not may not, voluntarily or involuntarily, mortgage or otherwise encumber all or any portion of the leasehold estate created by the Lease and any such attempted mortgage or other encumbrance shall be null and void and of no effect.

Events of Default and Remedies for DFW 1 Lease, DFW A-D Lease and DFW E Lease

An event of default by Member shall occur if: (i) Member shall fail to pay any monetary obligation, including without limitation any installment of rent within ten (10) days of the due date; or (ii) Member shall fail to perform any of its non-monetary obligations under the Lease and such failure shall continue for a forty-five (45) day period after Lessor shall have given Member written notice of its failure to perform.

If a non-monetary default by Member shall have occurred, or if a monetary default by Member shall have occurred more than three times within any consecutive twelve-month period, Lessor may terminate the Lease, effective immediately upon written notice, in which case all of the obligations and responsibilities of the parties under the Lease shall terminate except for accrued liabilities and except that Member shall surrender the premises to Lessor. The right of termination shall be subject to the following requirements:

i) any leasehold mortgagee shall be entitled to separate notice under the Lease of any default which is to form the basis of termination;

ii) Member or any leasehold mortgagee shall have thirty (30) days from the effective date of notice of a monetary default to cure such monetary default; and

iii) Member or any leasehold mortgagee shall have forty-five (45) days from the effective date of notice of a non-monetary default to cure such non-monetary default, or a longer period of time if reasonably necessary to cure such non-monetary default.

Upon a default by Member, monetary or non-monetary, Lessor may exercise any of the following remedies:

i) Upon a 10-day notice of intention to cure Member's default for the account of and at the expense of Member, Lessor may cure the default for the account and at the expense of Member, and Member shall reimburse Lessor for the reasonable cost of curing Member's default;

ii) Recover from Member: (a) all rent, accrued or unaccrued; provided, however, that if the premises is returned to the Lessor's control, voluntarily or involuntarily, the Lessor shall be obligated to mitigate its damages as to future rents by exercising reasonable efforts to lease the premises, (b) the reasonable expenses of reentering, repossessing, reletting, and repairing the premises, including brokerage commissions, (c) reasonable attorneys' fees (both of outside counsel and litigation time of in-house attorneys), (d) late fees accruing pre-judgment, (e) post-judgment interest at the highest rate allowed by law, and (f) any costs or expenses incurred by Lessor in curing any Member default;

iii) Recover under any performance bond or letter of credit, or forfeit any cash deposit; or

iv) Exercise any other remedy at law or in equity.

E-26

An event of default by Lessor shall occur if Lessor fails to perform any of its obligations under the Lease and such failure to perform shall continue for a thirty (30) day period after written notice from Member to Lessor or such longer period of time if reasonably necessary and Lessor is diligently pursuing the cure of such failure; however, in no event shall such additional period exceed sixty (60) days. If such event of default by Lessor shall occur, Member may pursue any legal or equitable remedy for which it is entitled, except that in no event shall Member be entitled to withhold or abate any installment of rent.

Events of Default and Remedies for DFW 5E Lease

The Board, subject to the provisions of the Lease described below, may declare the Lease to be in default upon the occurrence of any one or more of the following events:

i) Any lien filed against the Premises (except a lien for taxes, for assessments or other governmental charges so long as such taxes, assessments or charges are not delinquent or are being contested in accordance with the provisions of the Lease) and not released or otherwise removed or bonded within sixty (60) days after written notice, from any source, to the Member of the filing thereof; or

ii) The Member shall fail to pay the rental or to make any other payment required under the Lease to the Board within thirty (30) days after the due date; or

iii) The Member shall fail to keep, perform and observe each and every covenant and agreement set forth in the Lease on its part to be kept, performed or observed.

In the event the Board has declared the Lease to be in default pursuant to the provisions hereinabove described, the Board shall promptly provide the Member with a written notice describing the default or event of default and the Board's intention to terminate the Lease within sixty (60) days of receipt of said notice if such is not cured as hereinafter described.

The Member shall have the right to cure or cause the cure of such default within sixty (60) days after receipt of such notice; provided, however, that if the Default is such that it cannot be cured within such sixty (60) day period, but the Member commences and diligently pursues curative action with respect thereto, the period of time during which the Member may cure such Default shall be the amount of time which is reasonably necessary to cure such Default.

The Board may enforce the performance of the Lease in any method provided at law or equity, and the Lease may be terminated at the Board's discretion if such default has not been cured as hereinabove described; thereupon, the Lease shall cease and come to an end as if it were the day originally fixed in the Lease for the expiration of the term or any extension of the Lease. The Board, its agents and attorneys, shall have the right, without further notice or demand, to re-enter and remove all persons and property therefrom without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach

of covenant. Should the Board elect to terminate the Lease, the Board shall use reasonable efforts to relet the Premises for the remainder of the current term in effect for the account of Member, who shall make good any deficiency as the same accrues.

Events of Default and Remedies for DFW 1830 Lease and DFW 1840/1850 Lease

The Airport Board, subject to the provisions of the Lease hereafter described, may declare the Lease to be in default upon the occurrence of any one or more of the following events:

a) Any Lien filed against the Premises and not released or otherwise removed or bonded within sixty (60) days after the filing thereof; or

b) The Member shall fail to pay the rental within thirty (30) days after the receipt of invoice, or to make any other payment required under the Lease when due to the Airport Board; or

c) The Member shall fail to keep, perform and observe each and every covenant agreement set forth in the Lease on its part to be kept, performed or observed any Leasehold Mortgagee identified pursuant to the Lease with a written notice describing the default or event of default and the Airport Board's intention to terminate the Lease within thirty (30) days of receipt of said notice if such default is not cured or is not being cured as hereinafter described. The Member and said Mortgagee shall each have the right to cure or cause the

11-27

cure of such Default within thirty (30) days after either receives such notices; provided, however, that if the Default is such that it cannot be cured within such thirty (30) day period, but the Member or the Mortgagee commences and diligently pursues curative action with respect thereto, the period of time during which the Member or the Mortgagee may cure such Default shall be the amount of time which is reasonably necessary to cure such Default. In the event the Mortgagee, within the applicable time periods hereinabove set forth, cures or causes the cure of any such Default or commences and diligently pursues curative action with respect thereto, the Mortgagee's action shall have the same effect as if the Member had timely cured such Default. As long as the Mortgagee, within the applicable time periods hereinabove set forth, shall cure, cause to be cured, or commences and diligently pursues curative action with respect to any Default reasonably capable of being cured by the Mortgagee, the Airport Board shall not exercise any of its remedies under the Lease on account of any Default or event of Default. As used in the Lease, "reasonably capable of being cured," or other phrases substantially similar thereto, shall mean an objective standard whereby the Default or event of Default in question is capable of cure by any reasonable mortgagee and not by any particular mortgagee.

In the event the Lease (or any replacement thereof) is terminated for Default, the Airport Board shall provide the Mortgagee with written notice thereof within thirty (30) days after such termination, unless the Airport Board has exercised its option as described below. Subject to the Airport Board's rights under described below, if the Mortgagee shall so elect within thirty (30) days after receipt of such notice, the Airport Board will enter into a new lease of the Premises with the Mortgagee as Member thereunder for the remainder of the term of the Lease, effective as of the date of such termination, at the rent and upon the other terms and provisions of the Lease.

It is understood and agreed that in the event of any termination of the Lease, the Airport Board shall have the right and option, but not the obligation, to pay in full the indebtedness owing to the Mortgagee by the Member and secured by a mortgage or deed of trust upon the leasehold estate; and upon such payment, the Airport Board shall be subrogated to all the rights, liens, interests and remedies of the Mortgagee. The Airport Board shall exercise its option, if at all, by written notice to the Member and the Mortgagee, and payment of such indebtedness at any time before the expiration of thirty (30) days after such notice.

Upon termination of the Lease, the Lease shall cease and come to an end as if it were the day originally fixed in the Lease

for the expiration of the term of the Lease; and the Airport Board, its agents, and attorneys, shall have the right to reenter, inspect and secure the premises and, following the Airport Board's exercise of its option described above or Mortgagee's failure to exercise of its option described above, shall have right to remove all property therefrom, all without prejudice to any remedies for arrears of rent or breach of covenant.

Fort Lauderdale-Hollywood International Airport

Leased Premises

The leased premises consist of approximately 1,068,081 square feet of land located at the Fort Lauderdale-Hollywood International Airport.

Term and Rent

The Lease is scheduled to expire on July 31, 2022. Provided the Member is not then in default of any of terms and conditions of the Lease, the Member shall have the right and option (if consented to by the Aviation Department) to seek an extension of the term of the Lease for up to two additional periods of five years each. The Lessor retained the right (subject to payment of a buy out amount equal to the greater of (i) 108% of the "Net Book Value" of the Member's initial cost of the improvements (which initial cost may not exceed \$16,175,000) and (ii) the then outstanding principal amount of the outstanding indebtedness secured by the Lease, plus accrued and unpaid interest, fees and prepayment penalties, if any, to terminate the Lease at any time the Premises are required for Airport Purposes.

The annual rental shall be paid by the Member in monthly installments on the first day of each month, together with all applicable sales taxes thereon, in advance and without demand, set off or deduction. The current annual rental is \$91 1,814.48. The County and the Member agreed that the annual rental payment shall be adjusted on the first day of each Lease Year.

0-28

Use of Premises

The Member in connection with its business shall use the Premises for one or more of the following purposes and for activities reasonably required for or related to such purposes and for such purposes and activities only:

- i) The loading and unloading of air cargo, air freight and air courier mail and packages.
- ii) Provide aircraft ground support, for aircraft engaged in the transporting of air cargo, air freight or air courier.
- iii) Aircraft maintenance and repair of aircraft engaged in the transporting of air cargo, air freight, air courier and related support aircraft.
- iv) Air cargo/freight warehouse for aircraft engaged in the transporting of air cargo, air freight and air courier.
- v) Aircraft fueling for aircraft engaged in the transporting of air cargo, air freight and air courier and other commercial aircraft as may be approved by the Aviation Department. The retail sale of fuel to noncommercial operators is prohibited. The storage of fuel in underground tank facilities is prohibited.
- vi) Office space, hangar and air cargo/mail handling facilities for tenant operators and other aviation related business or industry.
- vii) The operations conducted by existing tenants at the time of execution of the Lease until their present agreements expire.
- viii) Maintenance and storage of ground service equipment.

ix) Aircraft parking.

x) Limited food and beverage service may be provided only by vending machines.

xi) Such other compatible aviation related services for which the Aviation Department has given its prior written consent. Member shall not be entitled to provide any other such aviation-related services without the prior written consent of the Aviation Department, which consent will not be unreasonably withheld, delayed or denied.

Member, shall be expressly prohibited from providing the following services:

i) Terminal facilities for passenger operations, other than those covered by Federal Aviation Regulation 14 CFR. Part 135.

ii) Restaurant, coffee shop, lounge, or cafeteria.

iii) Sale or dispensing of alcoholic beverages.

iv) Sale of non-aviation products.

v) Air shows.

vi) Fuel farm, retail sale of fuel.

vii) Any use prohibited by law or not related to aviation.

Limousine and taxi concessionaires authorized by County shall be allowed free ingress to and egress from the Premises to serve the public and the Member shall not operate or authorize any competing service. Member shall not make any contractual arrangement with any rental car company except an authorized on-airport concessionaire rental car company.

H-29

In connection with sales and services to the public. Member shall furnish, good, prompt and efficient service adequate to meet all demands for its services at the Airport and shall conduct such hours of business as may be necessary to so provide this service. Such service will be furnished on a fair, equal, and non-discriminatory basis to all users thereof and charges shall be fair, reasonable and non-discriminatory for each unit of sale or service. Member, however, shall be permitted to grant reasonable and non-discriminatory discounts, rebates, or other types of price reductions to volume purchasers. As used in this section, the word "services" shall include the furnishing of parts, materials, and supplies (including the sale thereof as well as furnishing of service).

The Premises shall be used for no purposes other than as specifically allowed by the Lease. The Premises shall not be used in any manner that is incompatible with or violates provisions of any FAA rules, regulations or advisory circulars, state laws or regulations, or County or local ordinances, administrative code or regulations, as may be amended from time to time, and including without limitation FAA Advisory Circular No. 150/5300-13, Chapter 333, Florida Statutes, and Chapter 2 and Section 39-1145, et. seq., Broward County Code of Ordinances.

Nothing in the Lease shall be deemed to prohibit Member from requiring its employees, contractors, sublessees, invitees, agents, guests and any others entering upon or using the Premises at any time during the Term to observe reasonable and non-discriminatory rules and standards of conduct to maintain the Premises in the manner required by the terms of the Lease and to preserve the Member's and its sublessee's peaceful enjoyment of the Premises; provided that such rules and standards of conduct shall comply with the terms of the Lease and all applicable federal, state, County, and local laws, rules and regulations. In addition, nothing in the Lease shall be deemed to prohibit Member from taking any lawful action to enforce compliance with the terms of the Lease and the rules and standards of conduct of Member (as described by the first sentence hereof).

Casualty and Condemnation

Following the occurrence of a casualty affecting a substantial portion of the improvements located on the Premises, the Member may elect to restore the improvements. If the Member elects not undertake such restoration, Lessor may undertake such restoration. If neither party elects to undertake such restoration, the Lease will terminate without further action by either party. The

Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

The Member shall not (i) sublet the Premises or any part thereof, (ii) permit any transfer, assignment, pledge, mortgage or encumbrance of any sublease, (iii) transfer, assign, pledge, mortgage or otherwise encumber the Lease or any rights or obligations under the Lease, or (iv) allow same to be assigned by operation of law or otherwise without the prior written consent of the County, which consent may be granted or withheld by the County in the exercise of its reasonable discretion or conditioned upon such additional terms and conditions as may be imposed in the reasonable discretion of the County or the Aviation Department, acting on behalf of the County.

Events of Default and Remedies

If any one or more of the following events shall occur and shall not be cured within the applicable time period set forth in the Lease as described below, then the same shall be a default under the Lease:

i) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Member;

ii) The Member shall voluntarily abandon, desert or vacate the Premises or discontinue its operation at the Airport (provided that if the Member continues to pay all rentals and meet all other obligations of the Lease, no abandonment, desertion or vacation of the Premises or discontinuance of operations at the Airport shall be considered voluntary so long as the Member diligently and actively pursues seeking a replacement sublessee that is satisfactory to the County);

iii) Any lien, claim or other encumbrance which is filed against the Premises is not removed, or if the County is not adequately secured by bond or otherwise;

F>30

iv) The Member shall fail to pay any rentals on the date on which any rental payments are due to the County;

v) The Member shall fail to make any other payment required under the Lease when due to the County;

vi) Any business is conducted, or service is performed, or product is sold from the Premises that is not specifically authorized by the Lease; or

vii) The Member shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in the Lease on its part to be kept, performed or observed.

Upon the occurrence of any failure by Member to make payment of any sum due the County, as described in (iv) or (v) above, the Aviation Department shall provide Member with written notice of such failure, and Member shall have a period of ten (10) calendar days following receipt of such written notice to cure the default. Upon the occurrence of any event described by (i), (ii), (iii), (vi) or (vii), the Aviation Department shall provide Member with written notice of the occurrence of such event of default and Member shall have a period of thirty (30) calendar days (but such period shall be limited to seven calendar days in the event of an emergency) following receipt of such written notice to cure the default (except where fulfillment of its obligation requires activity over a greater period of time, this period shall be extended for a reasonable time under the circumstances, but only if the Member shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days (but such period shall be limited to seven calendar days in the event of an emergency) after receipt of written notice and continues such performance without interruption and provides the Aviation Department with weekly written status reports as to Member's bona fide efforts to achieve compliance with the Agreement).

Upon the occurrence of any default which is not cured within the time limit described above, or at any time thereafter during the continuance thereof, the County may at its option immediately terminate the Lease and all rights of Member under the Lease by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or County may exercise

any and all other remedies available to County under the Lease or at law or in equity. In the event of any such termination, Member shall immediately quit and surrender the Premises to County and shall cease operations at the Airport. Any such termination shall be without prejudice to any remedy for arrears of payments due under the Lease or breach of covenant, or damages for the balance of the Rent payable under the Lease through the full term of the Lease, or any other damages or remedies whatsoever, including without limitation, all direct, indirect, consequential, and all other damages whatsoever. In the event of a termination pursuant to the provisions of the Lease described in this section, the Member shall have no right to payment of the Buy-Out Amount or any other amounts described by such applicable section of the Lease.

Notwithstanding the foregoing, in the event that the Member has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Member, and regardless of whether the Member has cured each individual condition of breach or default, the Member may be determined by the Aviation Department to be an "habitual violator." At the time that such determination is made, the Aviation Department shall issue to the Member a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Member that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of the Lease. In the event of any such subsequent breach or default, the County may terminate the Lease upon the giving of written notice of termination to the Member, such termination to be effective upon delivery of the notice to the Member.

Upon an event of default under the Lease, the rights or remedies afforded to the Lessor shall be subject to certain rights of any Approved Leasehold Mortgagee.

Southwest Florida International Airport (Fort Meyers, Florida)

Leased Premises

The leased premises consist of a tract or parcel of land lying in Section 25, Township 45 South, Range 25 East, Lee County, Florida, containing 5.45 acres more or less, subject to easements, restrictions and reservations of

E-31

record. The Member shall have the right, at any time during the term of the Lease, to expand the Facility by up to 26,000 square feet, provided the Member complies with the requirements of the Lease. In the event a cargo airline signs an airline operating agreement with the Lessor and signs a non-binding letter of intent meeting the requirements of the Lease, then the Lessor may request the Member, in writing, to construct on the leased premises, to the east of the existing cargo facility, an additional 26,000 square feet of floor area useable for cargo storage, handling, and transfer.

Term and Rent

The term of the Lease shall continue until, and expire upon, January 31, 2032. The Lessor may terminate the Lease if it elects to relocate the air cargo facility, provided the Lessor pays to the Member either (i) the unpaid principal amount secured by a mortgage encumbering the Lease or (ii) the actual cost of the improvements constructed by the Member, less depreciation.

In 2002, the Member was required to pay annual rent of \$61,113.48 in advance in equal monthly installments of \$5,092.79, together with any applicable Florida sales tax, due on or before the first day of each calendar month. Every October 1st the base rent is increased. Each such annual increase will be in proportion to the increase in CPI during the preceding twelve-month period from July 1 through June 30, provided, however, each such annual increase will not be less than 4% per year or more than 8% per year. The current annual rent is \$14,164.52.

Use of Premises

Following construction of the Facility, during the remainder of the entire term of the Lease, the Member has covenanted and agreed that the Premises shall be used and occupied continuously and only as (i) an air cargo terminal facility for the exclusive use of passenger/freight carriers and freight forwarders authorized by the Lessor; (ii) a customs examination area; and (iii) administration offices for the Lessor and the U.S. Customs Service and not for other purpose or purposes (including unrelated air cargo business activities) unless the Lessor shall first consent to such other use in writing; provided, however, the Lessor expressly approved the providing of cold storage to serve the cargo users of the Facility and the Lessor approved use of the Facility for general maintenance of equipment located at the Facility and used in connection with the loading, unloading or general storage of cargo.

Except as described above, the Member may not use the premises to provide any services to other airport users, including, but not limited to, air cargo support services and ground services for aircraft and air cargo support, unless the Member first applies for and obtains, from the Lessor, a permit for such activity upon the same terms and conditions and for the same fees as shall then be agreed upon with, required from, offered to, or charged to, other parties authorized by the Lessor to provide such services on the Airport.

Casualty and Condemnation

The Member is obligated to restore the improvements located the Premises following a casualty, provided that the Lessor may terminate the Lease if such casualty occurs during the last 12 months of the Term. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

The Member shall not have the right at any time to pledge, hypothecate, mortgage or assign the Lease or any estate or interest therein or the operation of the Facility or any interest therein by operation of law or otherwise, or to sublet the Premises or any part thereof, or to grant any concession or license, or to allow anyone to occupy the Premises without first obtaining the written consent of the Lessor.

Events of Default and Remedies

If Member shall fail to pay any Rental due under the Lease within fifteen (15) days of written demand therefor, or if any other covenant or agreement contained in the Lease on Member's part to be kept and performed shall not be kept or performed and such default, breach or non-performance of covenant or agreement not involving the payment of money shall continue for a period of thirty (30) days after written notice is given by Lessor to

E-32

Member or if Member or if any involuntary petition for reorganization or other proceeding in bankruptcy shall be filed against Member or its guarantor which shall not be dismissed within sixty (60) days, or if Member or its guarantor shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or if a voluntary petition for reorganization or other proceeding in bankruptcy shall be filed by or against Member or its guarantor, if any, or if either Member or its guarantor, if any, shall be deprived of its rights under the Lease by a judgment or decree of court of competent jurisdiction in any proceeding at law or in equity, then Lessor may, at its election, immediately or at any time thereafter cancel the Lease and enter into and upon the Premises and repossess the same and expel the Member and those claiming under it and remove its personal property without being taken or deemed to be guilty of any manner of trespass, and thereupon the Lease shall absolutely cease and terminate; or the Lessor may declare all rents due under the Lease immediately due and payable and thereupon all, then ascertainable payments due under the Lease to the end of the term thereupon shall be accelerated; or Lessor may elect to enter the Premises and re-let the same for Member's account, holding Member liable in damages for all expenses incurred in any such re-letting and for any difference between the amount of rent received from such re-letting and for any difference between the amount of rent received from such re-letting and all amounts due and payable under the terms of the Lease.

If Member fails to pay any taxes, assessments, or any other payments required to be made under the Lease (other than amounts payable as rents) or to perform any of its obligations in the Lease, then, in addition to any other remedies available to Lessor, Lessor may, on behalf of Member (without any obligation to do so), make any such payment or payments, or perform such acts on Member's behalf, and Member covenanted thereupon to reimburse and pay Lessor any amount so paid and expended (together with interest thereon at the maximum rate then allowed to be charged by private parties in the State of Florida), within ten (10) days of Lessor's demand therefor.

In any action, suit or proceeding to enforce or interpret the terms of the Lease or to collect any amounts due under the Lease, Member agrees to pay all costs and expenses incurred by Lessor in enforcing or interpreting Lessor's rights under the Lease or the provisions of the Lease, including, but not limited to, all collection and court costs, and all attorneys' fees, whether incurred out of court, at trial, on appeal, or in bankruptcy or administrative proceedings. The remedies stated in this section shall be cumulative and in addition to any other right or remedy available to Lessor under the Lease or at law or in equity.

Harrisburg International Airport

Leased Premises

The leased premises shall consist of approximately 4.59 acres of land located at the Harrisburg International Airport.

Term and Rent

The Lease, unless sooner terminated, is scheduled to expire October 31, 2045, without further right to extend.

The Lease Rent is currently \$0.42 per square foot payable in monthly installments. The annual Lease Rent is \$84,000. The amount of the Lease Rent increases at five-year intervals for the term of the Lease.

Use of Premises

The following uses of the Leased Premises are authorized under the Lease:

- i) The design, sitework, construction, completion and leasing of an air cargo/freight facility as set out in the Lease;
- ii) The receiving, preparing, transporting, loading, unloading, storage and distribution of cargo, freight, and mail, via aircraft and ground transportation, together with related office space;
- iii) The storage, parking, refueling, and maintenance of vehicles and ramp equipment owned or operated by the Member and its sublessees;

E-33

iv) The parking of vehicles operated by the Member and its sublessees or by their officers, employees, contractors, customers and suppliers of merchandise and furnishers of services; and

- v) Any other use approved in writing by the Department.

The Member is prohibited from any use of the premises not described above, unless the Member has obtained the prior written consent of the Department.

Casualty and Condemnation

The Member is obligated to restore the improvements located the Premises following a casualty, provided that, if more than 60% of the Member-installed paved areas are damaged as a result of such casualty, the Member may terminate the Lease. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and the Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

Subject to the mortgage provisions contained in the Lease, the Member shall not assign, convey, mortgage or pledge its interest under the Lease, or all or any part of the Leased Premises, to any party without prior written approval of the Department, which approval shall not be unreasonably withheld or delayed.

Events of Default and Remedies

Subject to the rights granted mortgagee in the Lease, for notice and the opportunity to cure a default by Member and assume Member's rights and obligations herein, if Member: (1) fails to pay rental or additional rental charges within fifteen (15) days after receipt of written notice of delinquency, or (2) fails to keep and perform any of the covenants, conditions and agreements set forth in the Lease after having received written notices of default to be cured within thirty (30) days and such default not having been cured, at the Department's sole election:

i) The Department may give written notice to Member (and Mortgagee, if there be one) of a default in the payment of rental and demand a correction thereof. If within fifteen days (15) after the date the Department gives such notice, Member has not corrected said default and paid the delinquent amount in full, subject to the rights of Mortgagee (if there be one) to correct the same in the time and manner as provided in the Lease, the Lease may be terminated by the Department upon thirty (30) days written notice to Member.

ii) Upon the default by Member in the performance of any covenant or conditions required to be performed by Member, and the failure of Member to remedy such default in a period of thirty (30) days after receipt from the Department of written notice to remedy the same (except default in timely payment of money due the Department) the Department shall have the right to cancel the Lease by giving the written notices as required in the Lease; provided, however, that if such default is of a nature as cannot be cured within thirty (30) days, Member shall not be deemed in default if it shall have commenced remedying such default within thirty (30) days after receipt of notice as provided in the Lease and shall thereafter diligently continue to remedy such default until remedied.

iii) Upon the default by Member, and the giving of notices by the Department to cancel the Lease as provided for in the Lease, said notice and cancellation shall become final; provided, however, if the Member or Mortgagee is diligently proceeding to remedy such default and so advises the Department in writing, said notice of cancellation shall be held abeyance. If however, the Department reasonably determines that Member is not diligently pursuing the remedy of such default to conclusion, the Department shall so advise Member and Mortgagee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Member or Mortgagee, subject to the right of Member and/or Mortgagee to legally contest such determination of the Department.

Subject to the provisions of the Lease, upon cancellation or termination of the Lease for any reason, all rights of Member, any mortgagee, tenants or any other persons in possession shall terminate including all rights or alleged rights of creditors, trustees, assigns and all others similarly so suited as to the Leased Premises and all improvements thereon. Upon said cancellation or termination of the Lease for any reason the Leased Premises and all improvements thereon, except for such personal property which may be removed from said Leased Premises as provided in the Lease, shall vest in the Department free and clear of all encumbrances and all claims of Member, its

E-34

tenants, creditors, trustees, assigns and all others, and the Department shall have the right to immediate possession of the Leased Premises and all improvements thereon.

If upon re-entry into the premises as the result of a default under the Lease or for other lawful reasons, there remains property of the Member or any other person upon the premises, the Department may (but without the obligation to do so) remove said property and hold it for the owners thereof or may place the same in a public warehouse, all at the expense and risk of the owners thereof, and Member shall reimburse the Department for any expense incurred by the Department in connection with such removal and storage of Member's property. The Department shall have the right to sell such stored property provided that it shall give Member not less than thirty (30) days advance written notice that it intends to conduct such a sale. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Member to the Department, and the balance, if any, shall be paid to Member.

In addition to the causes for termination described above and subject to the rights of mortgagee to cure such default and assume Member's rights and obligations in the Lease, after thirty (30) days written notice to Member, the Department may terminate the Lease and may enter or re-enter the Leased Premises or any portion thereof (with or without process of law) as if a default had occurred under the Member and not been cured, upon or after the occurrence of any of the following events:

i) The abandonment by Member of the conduct of its authorized business at the Airport, and in this connection, suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a satisfactory explanation, which is accepted in writing by the General Manager, State-Owned Airports, Bureau of Aviation.

ii) Filing of a voluntary petition in bankruptcy or institution of involuntary bankruptcy proceedings against Member which are not dismissed within the time required by law, including any applicable extensions authorized by judicial order, or the appointment of a receiver over Member's assets which appointment is not stayed or vacated.

Member may, at its option, terminate the Lease after thirty (30) days written notice to the Department upon or after the

occurrence of any of the following events:

i) Closure of the Airport to commercial air services for a period of twenty (20) or more days out of any thirty (30) day period.

ii) Except where a section of the Lease confers to Member a different remedy as sole and exclusive upon default by the Department in performance of any of the terms, covenants or conditions to be performed by it under the Lease, and provided the Department shall first have failed to remedy or commence the remedying of any said default as promptly as may be reasonably practicable, but not more than thirty (30) days following receipt by the Department of written demand from Member to do so and provided that the Department shall diligently pursue the same to completion.

iii) In the event of a termination of the Lease by Member as the result of a default by the Department under the provisions of the Member, Member shall have the right to pursue any and all remedies available to it at law and in equity, including a recovery of its damages resulting from such default.

Houston George Bush Intercontinental Airport

The Mortgage with respect to the Houston Member's Lease encumbers the Houston Member's interests in 4 separate ground leases with respect to each of (i) Buildings 5, 7, 8, 9, 10, D, and unimproved land adjacent to Buildings 5, 11, E and F (the "2005 Lease"), (ii) Building G (the "Building G Lease"), (iii) East Cargo Building 1 (the "East 1 Lease"), and (iv) East Cargo Building 2 (the "East 2 Lease") at Houston George Bush Intercontinental Airport. Each ground lease is summarized below.

Leased premises

2005 Lease - The leased premises consist of approximately:

i) 75,806 square feet of space, located at the southeast corner of Airfoil Road and McKaughan Road, reflecting the demolition of Building 5 as of January 1, 2008;

ii) 27,676 square feet of space, including the footprint of the former Building 6, which was 2950 Mccon Rd. comprised of approximately 10,277 square feet, but has been demolished;

iii) 88,018 square feet of space, including Building D - Cargo Building comprised of approximately 30,861 square feet;

iv) 46,980 square feet of space, including Building 7 - 3215 Lodestar comprised of approximately 22,097 square feet;

v) 46,980 square feet of space, including Building 8 - 3202 Igloo comprised of approximately 22,167 square feet;

vi) unimproved land adjacent to Building 11 - approximately 1,605 square feet;

vii) unimproved land adjacent to Building E - approximately 18,885 feet; and

viii) 104,880 square feet of space, including Building 9 - 18411 Viscount, comprised of approximately 20,731 square feet and Building 10 - 18406 Security, comprised of approximately 20,731 square feet.

ix) approximately 27,259 square feet of space, being a parking lot located immediately south of Building D;

x) approximately 86,250 square feet of space, including as of December 1, 2019 Building E - 3100 Igloo, comprised of approximately 39,030 square feet;

xi) approximately 110,977 square feet of space, including as of October 1, 2023 Building F - 19402 Airmail, comprised of approximately 55,474 square feet;

xii) as of October 1, 2019, approximately 30,986 square feet of space, including Building 11 - 18311 Skylrain, comprised of approximately 14,413 square feet.

Building G Lease - The leased premises consist of approximately 151,056 square feet of land together with certain rights and interests with respect to Building G at Houston George Bush Intercontinental Aiiport.

East 1 Lease - The leased premises consist of approximately 367,920 square feet of land at Houston George Bush Intercontinental Airport.

East 2 Lease - The leased premises consist of approximately 366,095 square feet of land at Houston George Bush Intercontinental Airport.

Term and Rent

2005 Lease - The Lease is scheduled to expire on December 31, 2024. The current annual rent is \$663,546.36. The rent in due monthly in advance. The annual rent due for each parcel is subject to increase and the times and in the amounts listed in the 2005 Lease.

Building G Lease - The Lease is scheduled to terminate on September 30, 2023, at which point the same premises becomes part of, and governed by, the 2005 Lease. The current annual rent is \$71,800.

East 1 Lease - The Lease is scheduled to expire on February 28, 2043. The Member has the option to reduce the term of the Lease by 10 years. The current annual rent is \$361,427.16. The rent in due monthly in advance. The annual rent is increased every five years pursuant to the Lease.

East 2 Lease - The Lease is scheduled to expire on February 28, 2043. The Member has the option to reduce the term of the Lease by 10 years. The current annual rent is \$360,093.36. The rent in due monthly in advance. The annual rent is increased every five years pursuant to the Lease.

E-36

Use of Premises for 2005 Lease

During the Term of the Lease, and subject to the Member's performance of its obligations under the Lease, the Member, its employees, subtenants, customers, agents and invitees shall have the right to use the Leased Premises only for the Permitted Uses. The Member may install vending machines, coffee machines, microwave ovens and other similar appliances in the Improvements solely for the use of the Member's employees, subtenants, customers, agents and invitees. The Member shall ensure that its employees, subtenants and visitors park only in the designated parking areas on the Leased Premises while conducting business on the Leased Premises. The Member shall be responsible for ensuring that it and its subtenants comply with the provisions set forth in the Lease, including specifically and without limitation, the provisions set forth as to Permitted Uses and prohibited uses, and the maintenance and repair requirements stated in the Lease. The Director shall have the sole and final decision, which must be timely exercised in a reasonable manner, as to whether the provisions of the Lease have been materially violated; and written notice of default under the Lease shall be given to the Member for non-compliance with the Lease. The Member shall not permit anything to interfere with the rights of other tenants. Notwithstanding any other provision of the Lease to the contrary, "Permitted Use" means use by the Member and/or its subtenants for office and warehouse space in its cargo and aviation related operations and other operations and businesses reasonably related thereto. Such operations may include, by way of example and not limitation:

i) Cargo and/or courier mail and ground handling facilities and associated aircraft handling, servicing and fueling; provided, there shall be no vehicle-to-vehicle fueling except by vehicles approved for operation at the Airport by HAS and, provided further, there shall be no tandem vehicle to vehicle to aircraft fueling operations;

ii) Rental of office and warehouse space for cargo-related operations only;

iii) Scheduled and non-scheduled air charter services for transporting cargo and mail;

iv) Limited food and beverage service may be provided only by vending machines or a sandwich shop provided solely for the benefit of employees of the Member or any sublessee or licensee of the Member;

v) GSE and aircraft parts repair and storage, and aircraft support and maintenance;

- vi) Airline and/or airport related security, inspection facilities, and passenger airline related activities;
and
- vii) Such other compatible aviation-related services for which the Director has given his prior written consent.

The Member shall possess the rights specified in the Lease during the Term of the Lease as long as the Member complies with the terms and conditions of the Lease and applicable Regulations established from time to time by the Lessor, the TSA, and the FAA. The Member's use of the Leased Premises is expressly conditioned upon its non-interference with normal airport operations and its strict compliance with the policies and procedures of the TSA, the FAA, HAS and all applicable Regulations.

During the Term of the Lease, the Member and its subtenants are specifically prohibited from engaging in any of the following conduct on the Leased Premises:

- i) Commercial or retail activities which are open to the public generally including, but not limited to, the operation of a restaurant, cafe or dining business or facility or aircraft food catering service (other than the operation of vending machines and a sandwich shop intended solely for the Member, its employees, subtenants and invitees as described above);
- ii) Unlawful or unreasonable interference with operations conducted or equipment operated by the Lessor, the TSA, the FAA, or by or for the use of scheduled airline carriers or other airport public transportation operators;
- (iii) The renting or leasing of any automobiles in connection with the operation of an automobile rental business;

F:-37

- iv) The providing of any public parking facilities, other than for employees, tenants, vendors, agents and invitees of the Member;
- v) The use of any portion of the Leased Premises for residential purposes;
- vi) The parking and/or ground servicing of scheduled or nonscheduled aircraft. Ground servicing shall mean any of those aircraft services normally provided by an airport ground service operator including, without limitation, fueling, loading and unloading of baggage, cleaning and/or refurbishing of aircraft interior or exterior, contract repair and maintenance of aircraft parts, overhauling, or storage of aircraft;
- vii) Sublease, license or concession of the Leased Premises in violation of the Lease;
- viii) Except during any period of constriiction or repair as authorized by the Director, the Member agrees that it shall not place any temporary or mobile-type structures, such as trailers used for office or storage space, on the Leased Premises unless the Director expressly authorizes the Member in writing to place such a structure on the Leased Premises;
- ix) The conduct of a business furnishing air transportation for hire or passengers;
- x) Heavy industrial operations;
- xi) The conduct of training courses for pilots or other persons or the giving of instructions in the operation and maintenance of aircraft except for the employees of the Member's subtenants, independent contractors or affiliated companies;
- xii) The sale, purchase, rental, lease, disposal or exchange of aircraft, aircraft engines, electronic equipment, accessories, or other aircraft parts, equipment, tools or supplies, or the furnishing or procurement of financing for such transactions;
- xiii) The purchase or disposal of fuel, oil and lubricants or other Hazardous Materials in violation of the Environmental Laws;

xiv) The erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, as may be prohibited by any restrictive covenants or indentures governing use of the Airport;

xv) Subject to the Lease, installation and use of antennae that are used for commercial purposes on facilities constructed on the Leased Premises; and,

xvi) Any other uses not allowed, either expressly or by implication by the Lease.

The Member shall have the right in common with others to use of aircraft parking ramps, including those immediately adjacent to the Leased Premises and that certain aircraft parking ramp located behind Building D, with respect to the loading and unloading of cargo and the parking of aircraft, pursuant to applicable Airport rules and subject to prescribed Airport rates.

Use of Premises for Building G Lease

The construction and operation of an air freight forwarding business, involving the receiving, forwarding, preparation and transportation of property, cargo, express and freight and all related activities including related administrative offices, parking, loading and unloading.

Use of Premises for East 1 Lease and East 2 Lease

During the Term of the Lease, and subject to the Member's performance of its obligations under the Lease, the Member, its employees, subtenants, customers, agents and invitees shall have the right to use the Leased Premises only for the Permitted Uses. In such regard, the Member shall construct, modify, expand, operate, maintain, replace and repair one or more buildings and appurtenances ("Improvements") on the Leased Premises, as deemed to be necessary or appropriate by the Member. The Member may install vending

E-38

machines, coffee machines, microwave ovens and other similar appliances in the Improvements solely for the use of the Member's employees, subtenants, customers, agents and invitees. The Member shall ensure that its employees, subtenants and visitors park only in the designated parking areas on the Leased Premises while conducting business on the Leased Premises. The Member shall be responsible for ensuring that it and its subtenants comply with the provisions set forth in the Lease, including specifically and without limitation, the provisions set forth as to Permitted Uses and prohibited uses, and the maintenance and repair requirements stated in the Lease. The Director shall have the sole and final decision, which must be timely exercised in a reasonable manner, as to whether the provisions of the Lease have been materially violated, and written notice of default under the Lease shall be given to the Member for non-compliance with the Lease. The Member shall not anything to interfere with the rights of other tenants. Notwithstanding any other provision of the Lease to the contrary, "Permitted Use" means use by the Member and or its subtenants for office and warehouse space in its air cargo operation. Such operations may include by way of example and not limitation:

i) Air cargo and/or courier mail handling facilities and associated aircraft handling, servicing and fueling provided, there shall be no vehicle-to-vehicle fueling except by vehicles approved for operation at the Airport by HAS and, provided further, there shall be no tandem vehicle-to-vehicle to aircraft fueling operations;

ii) Rental of office and warehouse space for air cargo-related operations only;

iii) Scheduled and non-scheduled air charter services for transporting cargo and mail;

iv) Limited food and beverage service may be provided only by vending machines provided solely for the benefit of employees of the Member or any sublessee or licensee of the Member; and

v) Such other compatible aviation-related services for which the Director has given his prior written consent.

The Member shall possess the rights specified in the Lease during the Term of the Lease as long as the Member complies with the terms and conditions of the Lease and applicable Regulations established from time to time by the Lessor and the FAA. The Member's use of the Leased Premises is expressly conditioned upon its non-interference with normal airport operations and its strict compliance with the policies and procedures of the FAA, the HAS and all applicable Regulations.

During the Term of the Lease, the Member and its subtenants are specifically prohibited from engaging in any of the following conduct on the Leased Premises:

i) Commercial or retail activities which are open to the public generally including, but not limited to, the operation of a restaurant, cafe or dining business or facility or aircraft food catering service (other than the operation of vending machines intended solely for the Member, its employees, subtenants and invitees as described above);

ii) Unlawful or unreasonable interference with operations conducted or equipment operated by the city, the FAA, or by or for the use of scheduled airline carriers or other airport public transportation operators;

iii) The renting or leasing of any automobiles in connection with the operation of an automobile rental business;

iv) The providing of any public parking facilities, other than for employees, tenants, vendors, agents and invitees of the Member;

v) The use of any portion of the Leased Premises for residential purposes;

vi) The parking and/or ground servicing of scheduled or nonscheduled aircraft. Ground servicing shall mean any of those aircraft services normally provided by an airport ground service operator including, without limitation, fueling, loading and unloading of baggage, cleaning and/or refurbishing of aircraft interior or exterior, contract repair and maintenance of aircraft parts, overhauling, or storage of aircraft;

vii) Sublease, license or concession of the Leased Premises in violation of the Lease. Except during any period of construction or repair as authorized by the Director, the Member agreed that it shall not

E-39

place any temporary or mobile-type structures, such as trailers used for office or storage space, on the Leased Premises unless the Director expressly authorizes the Member in writing to place such a structure on the Leased Premises;

viii) The conduct of a business furnishing air transportation for hire of passengers;

ix) Heavy industrial operations;

x) The conduct of training courses for pilots or other persons or the giving of instructions in the operation and maintenance of aircraft except for the employees of the Member's subtenants, independent contractors or affiliated companies;

xi) The sale, purchase, rental, lease, disposal or exchange of aircraft, aircraft engines, electronic equipment, accessories, or other aircraft parts, equipment, tools or supplies, or the furnishing or procurement of financing for such transactions;

xii) The purchase or disposal of fuel, oil and lubricants or other Hazardous Materials in violation of the Environmental Laws;

xiii) The erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, as may be prohibited by any restrictive covenants or indentures governing use of the Airport;

xiv) Subject to the Lease, installation and use of antennae that are used for commercial purposes on facilities constructed on the Leased Premises; and,

xv) Any other uses not allowed, either expressly or by implication as described above.

Casualty and Condemnation for 2005 Lease

In the event any Improvements on the Leased Premises are destroyed or damaged to the extent that they are determined by the Member to be unusable, the Member shall have the election of repairing or reconstructing the Improvements substantially as they were immediately prior to such casualty, or in a new or modified design, or not to construct the Improvements. With respect to condemnation, under any of the following conditions, the Lease shall be deemed terminated by such proceedings as of the date of

physical taking of the Leased Premises or the award, at the Member's election and the rent obligated to be paid by the Member shall be apportioned and paid to the date of physical taking: (a) 60% or more of the Leased Premises is taken, (b) substantially all reasonable means of ingress and egress to and from the Leased Premises are eliminated by reason of such taking, or (c) without regard to the percentage of the Leased Premises so taken, due to the nature and/or extent of the taking, in the Member's reasonable business judgment and approved in writing by the Director, it is not economically feasible to continue the Member's business operations or to rebuild any Improvements therefor.

Casualty and Condemnation for Building G Lease

In the event any improvements on the Leased Premises are damaged to the extent that they are unusable by the Member for the purposes for which they were used prior to such damage, or same are destroyed, the Member shall have the election of repairing or reconstructing the improvements substantially as they were immediately prior to such casualty, or in a new or modified design, or not to construct the improvements, and the Member shall give the Director of Aviation written notice of its election under the Lease within 60 days after the occurrence of such casualty. With respect to a condemnation of the Leased Premises, if the Director of Aviation agrees in writing that as a result of such condemnation the Leased Premises are so reduced or restricted as to make impracticable the continue occupancy of the Leased Premises for the purpose for which they are leased, the Member may, upon 30 days advance written notice, cancel the Lease.

Casualty and Condemnation for East 1 Lease and East 2 Lease

In the event any Improvements on the Leased Premises are destroyed or damaged to the extent that they are determined by the Member to be unusable, the Member shall have the election of repairing or reconstructing the Improvements substantially as they were immediately prior to such casualty, or in a new or modified design, or not

E-40

to construct the Improvements. If 60% or more of the Leased Premises is taken, the Lease shall be deemed terminated by such proceedings as of the date of physical taking of the Leased Premises or the award, at the Member's election.

Assignment and Subletting

The Lessor's consent is required for assignment of the Lease and for subleasing. Leasehold mortgagees of the Project are entitled to notice and cure with respect to defaults by the Member.

Events of Default and Remedies for 2005 Lease

The following shall be events of default by the Member the Lease:

i) Failure by the Member to pay any rent within fifteen (15) days of the date it receives notice from the Lessor that such rent is past due.

ii) Failure by the Member to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as described in subsection (i) above, for a period of 30 days after receipt of written notice, specifying such failure and requesting that it be remedied, by the Member from the Lessor (except where fulfillment of its obligation requires activity over a period of time and the Member shall commence to perform whatever may be required for fulfillment within 30 days after the receipt of notice and shall diligently continue such performance, except for causes beyond its control).

iii) The Leased Premises shall be deserted by the Member and remain so for a period of 90 days or if a lien is filed against the Leased Premises (other than a mortgage under the Lease) or Member's interest therein or any part thereof in violation of the Lease and shall remain unleased for a period of 60 days from the date of such filing unless within said period the Member is contesting in good faith the validity of such lien and while such lien is appropriately bonded. The factors which shall be considered by the Director in determining desertion by the Member include the failure to maintain the Leased Premises, secure the Leased Premises and actively market the Leased Premises when unoccupied.

iv) The dissolution or liquidation of the Member or the filing by the Member of a voluntary petition in bankruptcy, or failure by the Member promptly to remove any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the issuance of an order or decree by any court of competent jurisdiction providing for the appointment of a receiver (excluding any receiver appointed by a mortgagee), liquidator, trustee, sequestrator (or other similar

official) or the Member or any substantial part of the Member's property or ordering the winding up or liquidation of the Member's affairs, and such decree or other order shall have continued, undischarged and unstayed for a period of 90 days, or assignment by the Member for the benefit of its creditors, or the entry by the Member into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member in any proceeding for its reorganization instituted under the provisions of Title 11, United States Code, as amended, or under any similar act in any domestic or foreign jurisdiction, which may now be in effect or hereafter enacted (other than a reorganization not staying or impeding the collectability or enforceability of the liabilities or obligations of the Member). The term "dissolution or liquidation of the Member," as used in this subsection, shall not be construed to include the cessation of corporate existence of the Member resulting either from a merger or consolidation of the Member into another corporation or dissolution or liquidation of the Member following a transfer of all or substantially all of its assets as an entirety.

v) Failure of the Member to make the required minimum expenditure regarding renovations on the Leased Premises in accordance with the Lease.

Except for a default under the Lease as described in (i) above, wherein the Member must immediately cure such default upon notice thereunder, whenever any event of default described above shall have happened and continues to exist, the Director shall give notice of default to the Member, and other applicable parties including any leasehold Mortgagee, for the curing of such default within 30 days of such notice, except in the case where immediate termination or an alternate cure period is stated, and the curing of such default (for which notice was given) within the 30 day time period or applicable alternate cure period shall nullify the proposed termination date stated in the notice. If default is not cured within the stated time given, the Lessor may take any one or more of the following remedial steps against the Member:

E-41

i) The Lessor may re-enter and take possession of the Leased Premises without terminating the Lease and shall use its reasonable efforts to mitigate damages and sublease the Leased Premises for the account of the Member, holding Member liable for the difference between the rents and other amounts payable by the Member and its subtenants under the Lease and the rents and other amounts payable by such sublessee in such subleasing.

ii) The Director may terminate the Lease, exclude the Member from possession of the Leased Premises and use its best efforts to mitigate damages by leasing the same to another party for the account of the Member, holding the Member liable for all rents and other amounts due under the Lease and not paid by such other party.

iii) The Lessor may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Member under the Lease.

iv) If the Lessor and the Member disagree with respect to the Member's obligations to pay money under the Lease, the Member may pay the amount under protest, and such payment shall not prejudice the Member's right to recover the disputed amount if it is determined that such payment was not due.

v) In the event of default under the Lease as described in (v) above, the Member shall pay the Lessor as an amount of additional rent, the difference between the amount required and the amount actually expended by the Member before the deadline for required Renovations under the Lease. This additional rent amount shall be due and payable within 120 days of written notice from the Director stating the shortfall in the Member's required expenditure and the amount actually expended. Payment of such shortfall shall cure any default on the part of Member described in (v) above.

In addition to the other remedies provided in the Lease, the Lessor may, in the event of default under the Lease as described in (ii) above which is not cured within the applicable cure period (except in the case of exigent circumstances causing a hazard to persons or property where the Lessor may enter immediately), enter the Leased Premises (without such entering causing or constituting a termination of the Lease or an interference with the possession of the Leased Premises by the Member) and do all things reasonably necessary to cure such event of default, charging the Member the reasonable cost and expense paid by the Lessor therefor and the Member agreed to pay Lessor upon demand such charge in addition to all other amounts payable by the Member under the Lease.

Events of Default and Remedies for Building G Lease

In the event Member fails within thirty (30) days after receipt of a written notice to perform any of its obligations in the

Lease, Lessor may enter the leased premises (without such entering causing or constituting a cancellation of the Lease or an interference with the possession of such leased premises by Member) and do all things reasonably necessary to perform such obligation, charging to Member the cost and expense thereof, and Member agrees to pay to the Lessor upon demand such charge in addition to any other amounts payable.

In the event of a default on the part of Member in the payment of rents, or any other charges required by the Lease, the Lessor may give written notice to Member (and mortgagee, if there be one) of such default, and demand the cancellation of the Lease, or the correction thereof. If within fifteen (15) days after the date the Lessor gives such notice, Member (or mortgagee) has not corrected said default, and paid the delinquent amount in full, the Lease shall terminate. Provided, however, that should Member be in default of the payment of rents, or any other charges required by the Lease, for forty-five (45) days, the Lease shall terminate regardless of whether or not the Lessor has given notice of cancellation and without need of any notice of cancellation whatsoever to Member (and mortgagee, if there be one).

The Lease shall terminate automatically upon the happening of any one or more of the following events: the filing by Member of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Member's assets; any institution of proceedings in bankruptcy against Member; the filing of a petition requesting a court to take jurisdiction of Member or its assets under the provisions of any federal reorganization act; the filing of a request for the appointment of a receiver or trustee of Member's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Member's assets by a voluntary agreement with Member's creditors; or, the abandonment by Member of the conduct of its authorized Airport business at the Airport, and in this connection, suspension of operations for a period of thirty (30) days will be considered abandonment in the absence of a satisfactory explanation, which is accepted in writing by the Lessor.

12-42

Additionally, upon the default by Member in the performance of any covenant or conditions required to be performed by Member, and the failure of Member to remedy such default for a period of thirty (30) days after receipt from the Lessor of written notice to remedy the same, except default in the timely payment of any money due the Lessor, the Lessor shall have the right to cancel the Lease for such cause.

Events of Default and Remedies for East 1 Lease and East 2 Lease

The following shall be events of default by the Member under the Lease:

i) Failure by the Member to pay any rent within 15 days of the date it receives notice from the Lessor that such rent is past due;

ii) Failure by the Member to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as described in (i) above, for a period of 30 days after receipt of written notice, specifying such failure and requesting that it be remedied, by the Member from the Lessor (except where fulfillment of its obligation requires activity over a period of time and the Member shall commence to perform whatever may be required for fulfillment within 30 days after the receipt of notice and shall diligently continue such performance, except for causes beyond its control).

iii) The Leased Premises shall be deserted by the Member and remain so for a period of 90 days or if a lien is filed against the Leased Premises (other than a mortgage under the Lease) or the Member's interest therein or any part thereof in violation of the Lease and shall remain unreleased for a period of 60 days from the date of such filing unless within said period the Member is contesting in good faith the validity of such lien and while such lien is appropriately bonded. The factors which shall be considered by Director in determining desertion by the Member includes the failure to maintain the Leased Premises, secure the Leased Premises and actively market the Leased Premises when unoccupied.

iv) The dissolution or liquidation of the Member or the filing by the Member of a voluntary petition in bankruptcy, or failure by the Member promptly to remove any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the issuance of an order or decree by any court of competent jurisdiction providing for the appointment of a receiver, liquidator, trustee, sequestrator (or other similar official) of the Member or any substantial part of the Member's property or ordering the winding up or liquidation of the Member's affairs, and such decree or other order shall have continued, undischarged and unstayed for a period of 90 days, or assignment by the Member for the benefit of its creditors, or the entry by the Member into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member in any proceeding for its reorganization instituted under the provisions of Title 11, United States Code, as amended, or under any similar act in any domestic or foreign jurisdiction, which may have been in effect at the execution of

the Lease or thereafter enacted (other than a reorganization not staying or impeding the collectability or enforceability of the liabilities or obligations of the Member). The term "dissolution or liquidation of the Member," as used in this subsection, shall not be construed to include the cessation of corporate existence of the Member resulting either from a merger or consolidation of the Member into another corporation or dissolution or liquidation of the Member following a transfer of all or substantially all of its assets as an entirety.

v) Failure of the Member to meet the construction Commencement Deadline set forth in the Lease.

vi) Failure of the Member to meet the Construction Deadline set forth in the Lease.

Except for a default described in (i) above, wherein the Member must immediately cure such default upon notice thereunder, or for default described in (v) above, wherein Director has the right to immediately terminate the Lease and lease the space to the Other Members pursuant to the Lease, whenever any event of default shall have happened and continue to exist, the Director shall give notice of default to the Member, and other applicable parties including any leasehold Mortgagee, for the curing of such default within 30 days of such notice, except in the case where immediate termination or an alternate cure period is stated, and the curing of such default (for which notice was given) within the 30 day time period or applicable alternate cure period shall nullify the proposed termination date stated in the notice. If default is not cured within the stated time given, the Lessor may take any one or more of the following remedial steps against the Member:

E-43

i) The Lessor may re-enter and take possession of the Leased Premises without terminating the Lease and shall use its reasonable efforts to mitigate damages and sublease the Leased Premises for the account of the Member, holding the Member liable for the difference between the rents and other amounts payable by the Member and its subtenants under the Lease and the rents and other amounts payable by such sublessee in such subleasing.

ii) The Director may terminate the Lease, exclude the Member from possession of the Leased Premises and use its best efforts to mitigate damages by leasing the same to another party for the account of the Member, holding the Member liable for all rents and other amounts due under the Lease and not paid by such other party.

iii) The Lessor may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Member under the Lease.

iv) If the Lessor and the Member disagree with respect to the Member's obligations to pay money under the Lease, the Member may pay the amount under protest, and such payment shall not prejudice the Member's right to recover the disputed amount if it is determined that such payment was not due.

Kansas City International Airport

Leased Premises

The leased premises consists of approximately 575,732 square feet of land together with certain rights and interests with respect to the Air Freight Center at the Kansas City International Airport.

Term and Rent

The current term of the Lease expires September 30, 2030. The current annual rent is \$143,933.04 until October 1, 2021. The annual rent is adjusted then and every five (5) years thereafter by the percentage change in the fair market value of the property, based upon independent appraisals, during the five year term.

Use of Premises

The premises shall be used solely for the purposes of air cargo operations and other aviation related business and services. Member is obligated to spend a minimum of \$816,800 for capital improvements to the property.

Casualty and Condemnation

Member may terminate the Lease following either (i) a casualty resulting in damage to the improvements that is incapable of restoration within 90 days or (ii) any casualty occurring during the last 48 months of the term.

Assignment and Subletting

Lessor's consent is required to assign or sublease; provided, however, that if certain conditions provided for in the Lease are met, then consent is not required for subleases. Member has the right, without the consent of the Lessor, to mortgage its interest in the Lease and the property. Upon presentment of the leasehold mortgage to the Lessor, the Lessor is obligated to provide notice of default to the leasehold mortgagee and to grant the leasehold mortgagee thirty (30) days to cure monetary defaults and 60 days to cure non-monetary defaults.

Events of Default and Remedies

Each of the following constitutes a default by Member under the Lease:

(i) Member's failure to pay when due any rent, charges or any other payments of money required to be paid by Member under the Lease, and the continuation of such failure for more than five (5) business days after written notice;

E-44

ii) Member's failing to perform or violation of any provision, covenant or condition of the Lease (other than payment of money) within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete. Member's failure to begin cure or performance thereof within such thirty-day period and thereafter failing to proceed diligently to effect such cure or completion;

iii) Use of the premises for anything other than the use specified in the Lease and the continuance of such use for more than twenty (20) days after written notice thereof;

iv) After the initial lease-up of the premises by Member, Member vacates, abandons or deserts the premises or fails to occupy the premises for more than sixty (60) consecutive days (excluding vacancy due to casualty, periods of construction and/or reconstruction, and releasing activities).

v) The attempted assignment or assumption of the Lease in violation of the terms of the Lease;

vi) The suspension or revocation of any act, power, license, permit or authority that prevents Member from fully complying with all of the rights and obligations under the Lease for any continuous period in excess of sixty (60) days;

vii) The filing by the Member of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any substantial part of Member's assets; or the adjudication of the Member or its assignee or sublessee as a bankrupt pursuant to any involuntary bankruptcy proceedings provided the same is not discharged within one hundred and twenty (120) days; or the taking, by a court of competent jurisdiction of lessor's assets pursuant to proceedings brought under the provisions of any federal reorganization act provided the same is not discharged within sixty (60) days; or

viii) The levy of any attachment or execution of any process of a court of competent jurisdiction which does or, as a direct consequence of such process, will materially interfere with its operations under the Lease, and which is not enjoined, vacated, dismissed or set aside within a period of sixty (60) days.

Upon default by Member of the Lease, the Lessor may do any one or more of the following:

i) Terminate the Lease upon three (3) days written notice to Member;

ii) Re-enter the premises and every part thereof on the effective date of termination of the Lease without further notice of any kind, remove any and all persons therefrom and regain and resume possession either with or without the institution of summary or legal proceedings. Such re-entry, however, shall not in any manner affect, alter or diminish any of the obligations of

Member under the Lease;

iii) Upon termination of the Lease or upon re-entry, regaining or resumption of possession of the premises, occupy the premises, and have the right in the name of the Lessor to relet and permit any person, firm or corporation to enter the premises and use the same for such term and on such conditions as Lessor may determine;

iv) Perform, on behalf and at the expense of Member, any obligation of Member under the lease which Member has failed to perform and of which Lessor have given Member notice, the cost of which performance by Lessor, together with interest thereon from the date of demand at the contract rate of interest under applicable law, shall be deemed Additional Rent and shall be payable by Member to Lessor upon demand. Notwithstanding the provisions described in this clause and regardless of whether a default shall have occurred, the Lessor may exercise the remedy described in this clause without any notice to Member if Lessor, in its good faith judgment, believes it would be materially injured by failure to take rapid action or, if the unperformed obligation of Member constitutes an emergency; and

v) Any other remedy that Lessor may have under law equity. Louisville

International Airport

Leased Premises

The leased premises consist of (i) Area 1a (491,784 square feet), (ii) Area 5a (60,299 square feet) and (iii) Area 6 (182,642 square feet) located at Louisville International Airport.

fi-45

Term and Rent

The Lease is scheduled to expire at 6:00 p.m. on March 7, 2019. The current

annual rent is \$547,370.13. Use of Premises

The Company may use the Premises for the purpose of its express cargo facility.

Casualty and Condemnation

In the event of damage to or destruction of the Improvements, if the Improvements were, with the consent of the Lessor, financed with the proceeds of bonds, the provisions of the related bond documents shall govern matters relating to repair or reconstruction of the Improvements. In all other cases, in case of damage to or destruction of the Improvements, the Assignee will, at the Assignee's sole expense (after taking into account any insurance proceeds applied to such costs), commence the repair or reconstruction of the Improvements within 30 days thereafter and diligently complete such repair or reconstruction to a condition as near as reasonably practicable to the condition thereof immediately prior to such damage or destruction. If (i) the whole of the Premises shall be taken by any public or quasi-public authority (including, without limitation, the Lessor) under the power of eminent domain, condemnation or expropriation, or (ii) any part of the Premises shall be so taken and such partial taking shall render the Premises unsuitable for the operation of the Assignee's Improvements as an express cargo facility, then the term of the Lease shall terminate as of the date on which possession of the Premises is required to be surrendered to the condemning authority.

Assignment and Subletting

The Company may not sublease all or any portion of the Premises, or permit all or any portion of the Premises to be used or occupied by anyone other than the Company, without the approval of the Lessor, except, the Company may assign or sublease the Lease to Airis Louisville, L.L.C. and Aids Louisville L.L.C. may then reassign or sublease its interests under the Lease to the Company pursuant to such terms and provisions as are approved in advance by the Lessor.

Except as provided in the Lease with respect to leasehold mortgages, neither the Lease nor any part thereof may be assigned or transferred by process or operation of law or in any other manner whatsoever, without the prior written approval of the Lessor.

Events of Default and Remedies

The occurrence of any of the following shall constitute an Event of Default by the Company under the Lease:

i) Failure by the Company to pay any monthly installment of rent or to comply with any other of the Company's financial obligations to the Lessor under the Lease within fifteen (15) days of the due dates set forth in the Lease if such failure continues for ten (10) days after written notice from the Lessor to the Company of such failure;

ii) Failure by the Company to perform or comply with any of the terms, covenants or conditions of the Lease other than the obligations described in (a) above, or with any rule or regulation of the Lessor now or hereafter established by the Lessor, if such failure continues for thirty (30) days after written notice from the Lessor to the Company of such failure (or, in the event such failure is capable of being cured but cannot be cured within thirty (30) days, failure by the Company to commence such cure within thirty (30) days or to diligently pursue such cure thereafter to completion);

iii) Failure by the Company to abide by all applicable laws, ordinances, rules and regulations of the United States, the Commonwealth of Kentucky, the Lessor of Louisville or any other governmental or quasi-governmental entity, including, without limitation, the Lessor;

E-46

(iv) The Company's filing of a voluntary case or petition in bankruptcy including a reorganization plan), or the filing against the Company of involuntary case or position in bankruptcy, or the Company's making a general or other assignment for the benefit of creditors, or being adjudicated as bankrupt, or a receiver's being appointed for the property or affairs of the Company, if such receivership is not vacated within thirty (30) days after the appointment of such receiver, or the right of the Company to operate its business being lost by operation of law.

Upon the happening of any Event of Default, the Lessor shall have all rights and remedies to which it may be entitled at law or in equity under the laws of the Commonwealth of Kentucky, and/or the United States, including, without limitation, the right, at once and without further notice to the Company, to do some or all of the following, which rights and remedies shall be cumulative to the fullest extent provided by law:

i) Declare the Lease terminated;

ii) Enter upon and take full possession of the Premises, with or without terminating the Lease but terminating the Company's right of possession;

iii) Declare the Company liable to the Lessor for the balance of the rent and additional rent payable during the remaining term of the Lease, provided, however, in the event the Lessor shall thereafter lease the Premises to another tenant, the Company's liability under the Lease shall be reduced by the amount of rent actually paid to the Lessor by such new tenant (but the Company shall not be entitled to any credit for any rent received by the Lessor in excess of the Company's rent obligations under the Lease). Nothing contained in the Lease shall be construed as obligating the Lessor to seek out any such new tenant, or to relet the Premises or otherwise mitigate damages;

iv) Take possession of all property of the Company located at the Airport, remove the same to a storage place selected by the Lessor, and retain such property in storage either at such place or at its original site on the Airport, until the default is cured and a reasonable charge for removal and storage is paid to the Lessor. Upon termination of the Lease by the Lessor, the Lessor may sell such property in accordance with the provisions of applicable law. This right shall be in addition to, and not in substitution for, any other rights of the Lessor. The Lessor shall not be liable for any damage to such property incurred as a result of its removal or storage, unless such damage is caused by gross negligence on the part of the Lessor, or for any loss of business or indirect injury to the Company or its business resulting from or attributable to such removal or storage.

For the purpose of reletting the Premises, the Lessor is authorized to make any repairs, changes, alterations, decorations or additions in or to the Premises that may be necessary or appropriate, and to recover the costs thereof from the Company as additional rent.

Notwithstanding any other provision of the Lease, no provision of the Lease shall be construed to limit in any manner the

Lessor's right to require the strict performance of the terms and conditions of the Lease, whether by way of an action for damages, for specific performance or for equitable relief.

Manchester-Boston Regional Airport (Manchester I, II, and III)

The Lease relating to Manchester I, the Lease relating to Manchester II, and the Lease relating to Manchester III contain identical provisions as summarized below, except where noted.

Leased Premises

Manchester I - The Leased Premises consist of approximately 379,908 square feet of land located on which there are improvements, including an approximately 19,500 square foot building.

Manchester II - The Leased Premises consist of approximately 93,567 square feet of land located on which there are improvements, including an aircraft parking ramp and 42 parking spaces.

Manchester III - The Leased Premises consist of approximately 269,811 square feet of land located on which there are improvements, including an approximately 24,000 square foot building.

E-47

Term and Rent

Manchester I, II, III - The Lease is scheduled to expire on September 30, 2045, subject to 2 options to renew the same for a period of 5 years each upon at least 120 days' written notice. The Base Rent for the first Lease Year was \$129,168.72 with respect to Manchester I, \$31,843.38 with respect to Manchester II, and \$84,493.40 with respect to Manchester III, however, the Base Rent is subject to annual adjustment as of October 1 in accordance with the Consumer Price Index, All Urban Consumers (Northeast Region All Items) (with a 1% floor and 4% ceiling).

With respect to Manchester III, the Member has the option to develop an additional 21,301 square feet, which would be added to the Base Rent due under the Lease at a rate of \$0.34 per square foot (subject to adjustment as set forth above).

Use of Premises

Manchester I, II, III - The Leased Premises may be used for all primary and incidental purposes related to the gathering, receiving, collecting, storing, delivering, dispatching, and shipping of property, freight and cargo by air and ground transportation systems, for communications and services, for training of personnel engaged in the same, and for the reception and parking of aircraft.

Casualty and Condemnation

Manchester I, II, III - The Member is required to rebuild all or any part of the Leased Premises which may be damaged or destroyed, unless the Facilities or a substantial part thereof are damaged or destroyed and, in the good faith judgment of the Member, the insurance proceeds are insufficient to repair the same, in which case Member may terminate the Lease. The Member is required to rebuild in connection with a taking unless a substantial part of the Leased Premises being taken renders, in the good faith judgment of the Member, the Leased Premises unsuitable for the uses contemplated by the Lease.

Assignment and Subletting

Manchester I, II, III - The Member shall not permit a lien or liens to become attached to the remainder interests of the Lessor without the prior written consent of the Lessor, or suffer or permit a lien or liens for taxes to be imposed or attached thereto. Member shall not make any assignment of the Leased Premises, including any transfer by operation of law, or sublease all or any part of the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

Events of Default and Remedies

Manchester I, II, III - Event of Default means:

i) Failure by the Member to pay or cause to be paid within 10 days of the due date the rentals or any other sum required to be paid to the Lessor.

ii) Failure by the Member to observe and perform any covenant, condition or agreement on its part to be observed or performed other than as set forth in (i) above for a period of 30 days after written notice specifying such failure and requesting that it be remedied, given to the Member in accordance with the Lease by the Lessor (except where fulfillment of its obligation requires activity over a greater period of time, in which event the Member shall commence to perform whatever may be required for fulfillment within 30 days after the receipt of notice and shall diligently continue such performance to completion without interruption, except for causes beyond its control).

iii) If the Leased Premises shall be abandoned, deserted or vacated by the Member or any lien shall be filed against the Leased Premises or any part thereof in violation of the Lease and shall remain unreleased for a period of 60 days from the date of such filing, unless within said period the Member is contesting in good faith the validity of the same.

iv) The dissolution or liquidation of the Member or the filing by the Member of a voluntary petition for relief in bankruptcy, or failure by the Member within 60 days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the adjudication of the Member as a bankrupt, or a general assignment by the Member for the benefit of its creditors, or the approval by

E-48

a court of competent jurisdiction of a petition applicable to the Member in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act which may hereafter be enacted.

Manchester I, II, III - Upon an Event of Default, the Lessor may, but shall not be obligated to, take any one or more of the following steps:

i) The Lessor may re-enter and take possession of the Leased Premises without terminating the Lease and use reasonable efforts to sublease (or operate as sublessee) the improvements thereon for the account of the Member, holding the Member liable for the difference between the rents and other amounts payable by the Member under the Lease and the rents and other amounts payable by such sublessee in such subleasing or, if operated by the Lessor, the difference between the net revenues received from such operations and the rents and other amounts payable by the Member under the Lease. Lessor shall be entitled to charge a reasonable management fee in connection with exercising this remedy.

ii) The Lessor may terminate the Agreement, exclude the Member from possession of the Leased Premises and use reasonable efforts to lease the same to another party for the account of the Member, holding the Member liable for all rents and other amounts due under the Lease and not paid by such other party.

iii) The Lessor may take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Member under the Lease.

Miami International Airport

The Lease relating to Miami I and the Lease relating to Miami II contain substantially identical provisions as summarized below, except where noted.

Leased Premises

Miami I - The leased premises consist of approximately 791,669 square feet of unimproved land located on which the Member has caused the construction of Buildings 709, 709A and 710 and their adjoining office complex, and approximately 782,059 square feet of unimproved land on which the Member has caused the construction of an aircraft ramp and associated taxiways.

Miami II - The leased premises consist of two non-contiguous parcels totaling approximately 279,763.86 square feet of unimproved land located on which the Member has caused the construction of Building 711 and a vehicle parking area.

Term and Rent

Miami I - The term of the Lease ends at 11:59 p.m. (E.S.T.) on the 25th anniversary of the Date of Beneficial Ownership of Buildings 709, 710 and their adjoining office complex (in the case of the Miami I Lease), which is August 15, 2026.

Miami II - The term of the Lease with respect to Building 711 and its adjoining office complex, is scheduled to expire January 15, 2043, unless terminated sooner pursuant to the Lease.

The Member has the option to extend the term of the Lease for two successive terms of 60 months each as long as the Member is not in default under the terms of the Lease both at the time that the Member exercises that option to renew and at the time the ensuing Renewal Term would commence.

The current annual rent for the Miami I Lease is 52,129,872.94, inclusive of a rental credit. The current annual rent for the Miami II Lease is \$878,067. The rental rates under the Lease are subject to periodic review and adjustments as approved by the Board of County Commissioners. When such rental rate adjustments are approved by the Board of County Commissioners, and new or revised rental rates applicable in whole or in part to the Premises and Improvements are established by said Board, the Department shall notify the Member in writing of such rates and the Lease shall be considered and deemed to have been administratively amended to incorporate the revised rental rates effective at the time of approval by the Board of County Commissioners.

E-49

Use of Premises

In addition to constructing the improvements thereon, pursuant to the provisions of the Lease, the Member shall use the Premises or Improvements for the following purposes only:

i) For the Improvements on Exhibit A - The Member shall be allowed and entitled, in accordance with all the terms, provisions and conditions of the Lease, to use the Premises for the delivery, receipt, storage, transportation and processing of air freight and cargo (including mail) and hazardous material for and from its customers and agents, (as such agents are authorized to make use of the Member's Improvements in accordance with MDAD's policy from time to time applicable to all air carriers at MIA), and for any other lawful use normally and properly incident to the foregoing, including administrative activities relating to cargo sales and cargo reservations and operations, and the provision of air cargo transportation and related services for other carriers, provided and to the extent that such transportation and services constitute or involve the regular business activity of the Member. The Premises may also be used for the following purposes: the right to park, or permit the parking of automobiles operated by the Member, its officers, employees, guests, customers, and invitees (exclusive of passengers) the right to use and maintain ground storage equipment, the right to establish and maintain businesses, administrative offices for the conduct of the Member's business and any subleases, and rest and recreational facilities and administrative offices for employees and employee organizations, including an aircraft lounge, an employees cafeteria, the installation, maintenance and operation of any coin-operated vending machine or device solely for the purpose of vending or providing for the consumption by the Member and any Sublessees, officers, and employees of any food, beverage, product or service, the right to train and educate persons in the phase of aviation and aeronautics which are part of the Member's and/or any Sublessee's business and functions; provided, however, that the training and education of flight personnel shall be subject to the rules and regulations of the appropriate governmental agency having jurisdiction thereof; the right to conduct any other operation of activity which is reasonably necessary or incidental to the conduct by the Member or any Sublessee of its business in the Premises or any part thereof, including office and medical facility, for which the County has granted its prior written approval; and the right to install, maintain and operate such aviation radio, communications, meteorological and aerial navigation equipment and facilities as may be necessary or convenient in the Member's opinion to its operation or that of any Sublessee, subject to the prior written consent of the County to the location, manner of installation and type thereof, which consent shall not be unreasonably withheld. The Member shall not permit these activities to interfere with designated service roads or lanes or so as to interfere with the activities of others.

ii) Permitted Use-of-Premises for Others - Member shall be permitted to provide cargo handling services to other air carriers in the manner set forth in the Lease.

iii) Separate Businesses - The Member is not authorized to conduct any use on the Premises different from that authorized in the Lease within the Premises or Improvements.

iv) Interference - The Member expressly agreed to prevent any use of the Premises or Improvements which would

materially interfere with or materially adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard including, but not limited to the effectiveness or accessibility of the Airports navigational aids or the drainage, sewerage, water, electrical, communications, fire protection or other systems installed or located at the Airport.

v) Inoperable Aircraft - The Member agreed that the aircraft left in its possession in nonflyable condition shall not be parked or stored on the Premises for a period in excess of 60 days without the prior written approval of the Department. The Member shall not move any non-flyable aircraft from its leasehold to non-leased areas of the Airport without the express written approval of the Department.

vi) Use of the Ramp - The parties acknowledged that the County, LanChile and a developer named Airis will enter or have entered into a Ramp Management Agreement (the "RMA") to establish the mechanism by which LanChile and Airis will recover the capital, management, operating and maintenance costs, and land rental of the ramp adjacent to Member's Premises (the "Ramp") and as shown on the site plan attached to the Lease. The County agreed that the tenants of Buildings 709, 710, and 711 shall have fair, reasonable and not unjustly discriminatory rights of usage of such ramp and the parties agreed that the RMA provides at least the following:

- (a) Of the three tenants making primary use of the Ramp, the Member as tenant of proposed Buildings 709 and 710 shall be responsible for 55.3% of the capital management, maintenance

E-50

and operating costs, and land rental of the Ramp. The tenant of proposed Building 711 shall be responsible for 21.8% of such costs, and the County (either on its own or through the tenant of proposed Building 712) shall be responsible for 22.9% of operating and maintenance costs only. The County shall pay its proportionate share of the initial construction costs of the Ramp to LanChile or its designated party in cash consistent with the Lease. Thereafter, the County shall only be responsible for its share of the annual operating and maintenance costs for the Ramp at 22.9%, its proportionate share of those costs.

b) LanChile shall cause the ramp to be constructed in the manner provided in the Lease. The final cost of the ramp, plus projected operating, managing, maintaining, financing costs and land rental shall be determined, and the tenant of Building 711 shall be responsible for paying to LanChile or designated party such costs, multiplied by Building 711's proportionate share of 21.8%. Such costs shall be paid on an annual basis, with the initially financed construction costs to be amortized over a period of not more than 20 years and such annual payments will become a credit for the Member (including aircrafts that are wet-leased by the Member from other carriers) and tenant of Building 711 to use against their aircraft parking charges for the County fiscal year.

c) LanChile and/or Airis shall then determine the aircraft parking charges to apply from time to time for all aircraft users of the ramp. Such charges shall be established with the County's approval, and shall be generally consistent with current MDAD rates, but may not be lower than County's charges at other areas of the airport. As the Member's and the tenant of Building 711's aircraft use the Ramp, they shall be obligated to pay the aircraft parking charges established above for such use, but shall have a credit each year equal to the amount of money the Member and tenant of Building 711 actually pays under the Lease as described in (b) above. If the tenant of Building 711's aircraft parking charges in a County fiscal year period (October 1 to September 30) exceed such credit amount, the tenant of Building 711 shall pay the additional charges to the designated Ramp Manager in accordance with the payment policy established by LanChile and the County from time to time.

d) The tenant of Building 712, who will not have any credits, will pay the established aircraft parking charges based on its usage of the Ramp.

e) For the Initial Term, the Member (including aircrafts that are wet-leased by the Member from other carriers) will not have to pay aircraft parking charges in excess of its pro rata share credit amount since it is assuming the responsibility for the construction of the Ramp and is taking a significant risk by using its credit to obtain the financing, except under the circumstance where LanChile has used all of its annual credits, and must park aircraft on the County-owned portion of the ramp.

f) The Member (including aircrafts that are wet-leased by the Member from other carriers) and the tenant of Building 711 and any wholly-owned subsidiaries of their corporate parents shall be entitled to preferential use of the Ramp, as "preferential use" is defined by the County from time to time and made applicable to all similarly situated air carriers at MIA.

g) The RMA shall specifically acknowledge the tenant of Building 711's third-party beneficiary status under the RMA and not preclude Building 711's rights to enforce its payment obligations or credit rights under the Lease or its preferential use rights under the Lease against the owners of the Ramp, the County or LanChile or Airis, the Developer.

h) Except as otherwise set forth in the Lease, all parsing fees collected by the Ramp Manager shall be paid to the County until such time as the County recovers its initial cash investment paid for its portion of the Ramp it owns, and thereafter shall be periodically distributed to the Member and the County in accordance with the following percentages - County 22.9% and Member 77.1%; provided however such percentages shall be adjusted to satisfy any court order based on a determination under federal law or a trust agreement.

Casualty and Condemnation

Member is required to restore the improvements following the occurrence of a casualty.

E-51

Assignment and Subletting

The Member has limited rights to assign or sublease the Lease without the express written consent of the County. Leasehold mortgages are permitted under the Lease. Termination of the Lease will terminate the lien rights of the leasehold mortgagee; provided, however, that the leasehold mortgagee is entitled to notice and cure with respect to any defaults by Member under the Lease.

Events of Default and Remedies

Failure of the Member to make all payments of rentals, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option terminate this Agreement after 10 business days notice in writing to the Member unless the default is cured within the notice period.

The County shall have the right, upon 10 business written notice to the Member, to terminate this Agreement if the Member fails to provide evidence of insurance coverage in strict compliance with Article 12 hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Member provides the required evidence of insurance coverage within the notice period.

The County shall have the right, upon 30 calendar days written notice to the Member, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or, if correction cannot reasonably be completed within such 30-day period, the Member has commenced substantial corrective steps within such 30-day period and diligently pursues same to completion:

i) Failure of the Member to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees and charges when due, and the covenants to provide required evidence of insurance coverage.

ii) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein, by the Member

Except in the instance of a Mortgagee cure as provided for in the Lease, the Lease shall be automatically terminated upon the abandonment by the Member of the Premises and Improvements for any period of time exceeding 60 consecutive calendar days, unless such abandonment has been caused by strike, labor disturbance, acts of God, civil disturbance or governmental order that prevents the Member's use of the Premises and Improvements for the purposes authorized in the Lease.

The Member shall vacate, quit, surrender up and deliver the Premises and Improvements to the County on or before the termination date of the Lease, whether by lapse of time or otherwise. The Member shall surrender the Premises and Improvements in the condition required under the Lease. All repairs for which the Member is responsible shall be completed prior to surrender. The Member shall deliver to the Department all keys to the Premises and improvements upon surrender. On or before the termination date of the Lease, except in the instance of termination by abandonment, in which event the Member shall be allowed up to five calendar days from date of termination and provided that the Member is not in default in the payment of any rentals, fees or charges required to be paid in the Lease, the Member shall remove all of its personal property from the Premises and Improvements. Any personal property of the Member not removed in accordance with this may be removed by the Department for storage at the cost of the Member.

Failure on the part of the Member to reclaim its personal property within 30 days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.

At any time after the Member has been given notice of termination or default, pursuant to the Lease, and the curative period established in respect of the default in the Lease has expired the County shall have the right to enter on the Premises and Improvements exclusive of bonded areas within the Improvements for the purpose of showing same to prospective tenants or users.

The Lease shall be subject to termination by the Member in the event of a default by the County in the performance of any covenant or agreement required in the Lease to be performed by the County and the failure of

E-52

the County to remedy same within a reasonable period of time following receipt of written notice from the Member of such default.

The Lease shall be subject to termination by the County or the Member in the event of any one or more of the following:

i) The permanent abandonment of the Airport.

ii) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Member from operating therefrom for a period in excess of 90 consecutive days, provided that nothing contained herein shall be deemed to constitute a waiver by the Member of any right it may have against the United States to just compensation in the event of any such assumption.

iii) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of 90 days.

Notwithstanding the foregoing, and anything else contained in Lease to the contrary, the County's right to terminate the Lease shall be subject and conditioned upon the County first giving written notice to the Lender, the Member and Airis of any failure under the Lease which entitles the County to terminate the Lease and opportunity to cure any such failure. The cure period shall be 10 days for any failure by the Member to pay any monetary default or 30 days for any nonmonetary default. In the event of any nonmonetary default by the Member following written notice by the County of such default and if during such time the Member is diligently prosecuting a cure to completion, then the County shall allow such additional time as is reasonable and necessary to cure such nonmonetary default. In the event the cure is made during the time frames described above, the County shall not have a right to terminate for such cured default.

Milwaukee General Mitchell International Airport

Leased Premises

The leased premises consist of approximately 452,025 square feet of land together with certain rights and interests with respect to an approximately 131,388 square foot air cargo facility.

Term and Rent

The current term of the Lease expires May 31, 2020, which date is twenty (20) years from the date of Substantial Beneficial Occupancy (as defined in the Lease) of the additional improvements made to expand the air cargo facility, which date shall be (i) designated in a written notice from the Airport Director to Member that the facility is open to the public for business, or (ii) three hundred and sixty-five (365) days after the Construction Initiation Date, whichever is earlier. The Member shall have the right to renew the Lease for one (1) additional term of five (5) years upon the same terms and conditions upon not less than sixty (60) days prior notice. Please note that the Lessor may terminate the Lease if the County Board determines in good faith that such termination is necessary to secure federal financial aid or if it needs to use the premises for a different purposes (including extension or relocation of the airport), provided Lessor pays a termination fee to Member, which fee is based upon the value of the tenant improvements or the amount of Member's unamortized investment therein.

The current annual rent is \$119,603.91. The annual rent is adjusted February 1st of each year by the Lessor based on the percentage increase or decrease in the Consumer Price Index (All Urban Consumers) for the Milwaukee area as published by the U.S.

Department of Labor, Bureau of Labor Statistics, or the generally accepted national replacement or successor index, as readjusted to the base month and computed by comparison of the then-current July index with the index of the preceding July.

Uses of Premises

The Member shall use the demised premises to design, construct, operate, maintain, lease, sublease, and manage a multi-Member air cargo facility, together with all necessary appurtenances facilities, for the purpose of providing warehouse and office space, including other ancillary services in connection with such uses, to persons or

E-53

entities regularly engaged in the air cargo business. The Member shall not at any time engage in any business or activity on the leased premises other than those activities specifically authorized and contemplated under the terms of the Lease.

Casualty and Condemnation

Member may terminate the Lease following the occurrence of a casualty resulting in damage to the improvements that is incapable of restoration within 240 days.

Assignment and Subletting

The Member shall not assign the agreement, in whole or in part or sublease any portion of the premises without the prior written consent of Lessor. Leasehold mortgagees are entitled to notice and cure with respect to defaults under the Lease.

Events of Default and Remedies

The Lessor, upon the happening of either of the following events, at its option, may terminate the Lease by giving thirty (30) days written notice to Member:

i) If Member shall fail to perform, keep, and observe any of the terms, covenants, or conditions contained in the Lease on the part of Member to be performed, kept, or observed, and shall have failed to correct such default within thirty (30) days after receipt of written notice of such default from Lessor. In the event Member breaches said agreement, Member shall continue to pay Lessor monthly rental, at the then current rental rates, until such time as Member's obligations are discharged under the Lease.

ii) If Member shall file a voluntary petition of bankruptcy; or if involuntary proceedings in bankruptcy be instituted against Member and Member is thereafter adjudicated a bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of Member and its assets pursuant to proceedings brought under the provisions of any federal organization act and such proceedings remained undismissed for sixty (60) days; or if a receiver of Member and its assets be appointed and such appointment is not vacated within sixty (60) days; or if Member be divested of the estate herein by operation of law.

Newark Liberty International Airport

Leased Premises

The leased premises consists of approximately 1,000,774 square feet of land, which is located at Newark Liberty International Airport.

Term and Rent

The Lease expires on the last day of the month during which occurs the 25th anniversary of the Commencement Date, which is June 30, 2021.

On the first day of each and every calendar month the Member shall make rental payments pursuant to the Lease. The current annual rent is approximately \$3,883,910. Such rental payments will be adjusted in accordance with the Lease.

Use of Premises

The Member agreed to and shall use the premises or cause the premises to be used for the following purposes and for

activities reasonably required for such purposes and for such purposes and activities only:

(i) For the reception, sorting, temporary storage and distribution by Permitted Sublessees or Permitted Cargo Handlers of the air cargo of Scandinavian Airlines System, Virgin Atlantic Airways Limited or of other Permitted Sublessees or air cargo airlines;

E-54

ii) For loading and unloading operations in connection with the Member's, Permitted Sublessees', and Permitted Cargo Handlers' operations under the Lease;

iii) For the parking, storage, routine maintenance, minor repair, cleaning and servicing of aircraft operated by Handled Airlines and mobile equipment used by the Member, Permitted Sublessees or Permitted Cargo Handlers in connection therewith, and for the maintenance and repair of personal property operated by the Member, Permitted Sublessees or Permitted Cargo Handlers in connection with its or their operations under the Lease;

iv) For the storage of aircraft parts and supplies;

v) For business and administrative offices and storerooms and employees' locker rooms in connection with the Member's, Permitted Sublessees' or Permitted Cargo Handlers' operations under the Lease.

vi) For the parking of passenger automobiles used by the officers, employees, invitees and business visitors of the Member, including construction workers during the period of construction, Permitted Sublessees or Permitted Cargo Handlers.

vii) For any other purpose or activity which the Lessor may, from time to time, expressly authorize in advance and in writing.

The Member shall commit no unlawful nuisance, waste or injury on the premises, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

The Member shall not create nor permit to be caused or created upon the premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of the internal-combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation as described in this paragraph.

The Member shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewerage system, water system, communications system, electrical, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other systems, if any, installed or located on, under, or in the premises.

The Member shall not do or permit to be done any act or thing upon the premises (i) which will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the premises or any part thereof, or the Airport, or any part thereof, or (ii) which in the opinion of the Lessor, may constitute an extrahazardous condition, so as to increase the risks normally attendant upon the operations contemplated by the Lease. The Member shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and the Fire Insurance Rating Organization of New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Member on the premises, and the Member shall, subject to and in accordance with the provisions of the Lease, make any and all structural and nonstructural improvements, alterations or repairs of the premises required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the Member to comply with the provisions of this paragraph any fire insurance rate, extended coverage or rental insurance rate on the premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would be if the premises were properly used for the purposes permitted by the Lease, then the Member shall pay to the Lessor, as an item of additional rental, that part of all insurance premiums paid by the Lessor which shall have been charged because of such violation or failure by the Member.

The Member shall not dispose of nor permit any one to dispose of any waste material taken from its aircraft (whether liquids or solid) by means of the toilets, manholes, sanitary sewers or storm sewers in the premises except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Lessor.

The Member shall not keep or store nor permit any one to keep or store during any 24-hour period flammable liquids within any enclosed portion of the premises (other than in rooms or areas expressly constructed for the storage of such liquids) in excess of the Member's working requirements during the said 24-hour period.

E-55

Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

The Member shall prevent or cause to be prevented access by persons or vehicles (unless duly authorized by the Lessor) to the Public Ramp and Apron Area and Public Landing Area from the premises, except for aircraft, which aircraft shall be equipped with radio receivers tuned to control tower frequencies and adequately manned. Such aircraft may be towed by a motor vehicle or such other means as may be approved by the Lessor. The Member shall prevent such access by such means as the Lessor shall approve. Such prevention shall be accomplished on a 24-hour, seven day week basis. In the event the Lessor is obligated by the Federal Aviation Administration to secure the aforesaid strips of land and to prevent such access, the Lessor shall send to the Member a statement of its costs in providing such security and the Member shall promptly pay the said costs to the Lessor.

The Member shall not install, maintain or operate, nor permit the installation, maintenance or operation on the premises of any vending-machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not described in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not described in the above categories, or of any equipment or device for the furnishing to the public of service of any kind, including therein, without limitation thereto, telephone pay stations. The Lessor, by itself or by contractors, Members or permittees, shall have the exclusive right to install, maintain and receive the revenues from all coin-operated or other vending machines or devices installed by it and operated on the premises for the sale of merchandise of all types or for the rendering of services; provided, however, that no such machine or device shall be installed except upon the request of the Member. If the Lessor does not install and maintain any such machine that the Member may reasonably request, the Member shall have the right to do so; provided, however, (i) that the Member shall pay or cause to be paid to the Lessor each month for each machine upon the same basis for the preceding month as any concessionaire, permittee or licensee of the Lessor then operating machines at the Airport for the sale of similar merchandise or the rendering of similar services, and (ii) that in the event the Member exercises such right the Lessor, at any time thereafter, on ninety (90) days' notice to the Member, may substitute for the Member's machines other machines selling similar merchandise or services operated by the Lessor or by its licensee, permittee or concessionaire, and thereupon the Member shall remove its machines.

The Member shall not use nor permit the use of any structural supporting member of the building or roof or any part thereof for the storage of any material or equipment, or hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members, unless the same were specifically designed for such use and included in the Member's plans and specifications for the Construction Work and approved by the Lessor pursuant to the Lease.

The Member shall not overload nor permit the overloading of any floor on the premises, and shall repair, replace or rebuild any floor, including supporting members, damaged by overloading.

The Member shall not use nor permit the use of the premises for the sale of tickets to the general public for air transportation either upon its own aircraft or the aircraft of others.

The Member shall not use nor permit the use of any cleaning materials having a harmful corrosive effect, on any part of the premises.

The Member shall not fuel or defuel nor permit the fueling or defueling the aircraft or other equipment in the enclosed portions of the premises without prior approval of the General Manager of the Airport; provided, however, that the Member shall not be prohibited from using gasoline or other fuel in such enclosed portions where necessary in repairing and testing component parts, and in such event the Member shall take all precautions reasonably necessary to minimize the hazard created by such use.

The Member shall not start or operate nor permit the starting or operation of any engine or any item of automotive equipment in any enclosed space on the premises unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device which has been approved by the Lessor.

The Member shall not operate nor cause to be operated aircraft engines in any portions of the premises other than for the

purpose of taxiing aircraft to and from the premises or iii connection with authorized aircraft maintenance on the premises.

E-56

The Member shall not keep or store nor permit to be kept or stored aviation fuel on the premises except that fueling equipment may be operated on the premises in accordance with all the provisions of the Lease and with the Lessor Rules and Regulations pertaining thereto.

Casualty and Condemnation

The Member is obligated to restore the improvements located the Premises following a casualty, to the extent that insurance proceeds are available for such restoration. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and the Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

Except as otherwise permitted by the terms of the Lease, the Member shall not sell, convey, transfer, mortgage, pledge or assign the Lease or any part thereof, or any rights created thereby or the letting thereunder or any part thereof without the prior written consent of the Lessor and the payment of the required fee. The Member shall not sublet the premises or any part thereof, without the prior written consent of the Lessor and the payment of the required fee.

Events of Default and Remedies

Each of the following events constitutes an Event of Default under the Lease:

i) The Member shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

ii) By order or decree of a court the Member shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Member, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect;

iii) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Member, and such possession or control shall continue in effect for a period of sixty (60) days;

iv) The Member shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the Airport, or after exhausting or abandoning any right of further appeal, the Member shall be prevented for a period of thirty (30) days by action of any governmental agency other than the Lessor having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the Member;

v) Any lien is filed against the premises because of any act or omission of the Member and shall not be discharged or bonded within thirty (30) days after the Member has received notice thereof;

vi) Except as otherwise provided in the Lease, the letting under the Lease or the interest or estate of the Member under the Lease shall be transferred directly by the Member or shall pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation;

vii) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Member and shall not be dismissed or stayed within forty-five (45) days after the filing thereof;

viii) The Member shall, without the prior written approval of the Lessor, become a successor or merged corporation in a

merger or a constituent corporation in a consolidation, or a corporation in dissolution;

E-57

ix) The Member shall fail duly and punctually to pay the rentals or fees or to make any other payment required under the Lease when due to the Lessor and shall continue in its failure to pay rentals or to make other payments required hereunder for a period of ten (10) days after receipt of notice by it from the Lessor to make such payments;

x) The Member shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in the Lease on its part to be kept, performed, or observed, within thirty (30) days after receipt of notice of default thereunder from the Lessor (except where fulfillment of its obligation requires activity over a period of time, and the Member shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control); then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Lessor may upon fifteen (15) days' notice terminate the rights of the Member under the Lease and the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation;

xi) Any individual, corporation, company, partnership or other entity shall have direct or indirect beneficial ownership of a portion of any class of outstanding voting securities of the Member, unless the Lessor shall have given its prior written consent; and

xii) There shall be an issuance, transfer, purchase or exchange of all or a portion of any class of outstanding voting securities of the Member, or the creation, transfer, purchase or exchange of any rights or privileges thereunder, or the transfer, purchase or exchange of all or a portion of the assets of the Member, which (a) causes or results in the creation of another corporation for the purpose, among others, of accepting and holding securities of the Member, or which (b) places control of the Member solely in a different entity, or which (c) effects, causes or results in a transfer or change in the entity exercising control over the Member, unless, in any such case, the Lessor shall have given its prior written consent.

No acceptance by the Lessor of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions of the Lease to be performed, kept or observed by the Member shall be deemed a waiver of any right on the part of the Lessor to terminate the letting, except that no claim of default for non-payment shall be asserted under the Lease with respect to any installment of rental, fee, charge or other payment to the extent the same has been accepted by the Lessor.

No waiver by the Lessor of any default on the part of the Member in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Member shall be or be construed to be a waiver by the Lessor of any other or subsequent default in performance of any of the said terms, covenants and conditions.

The rights of termination described above shall be in addition to any other rights of termination provided in the Lease and in addition to any rights and remedies that the Lessor would have at law or in equity consequent upon any breach of the Lease by the Member, and the exercise by the Lessor of any right of termination shall be without prejudice to any other such rights and remedies.

The Lessor shall, as an additional remedy upon the giving of a notice of termination as described above, have the right to enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Member under the Lease, and shall in no event constitute an acceptance of surrender.

Louis Armstrong New Orleans International Airport

The Mortgage with respect to the Louisiana Member's Lease encumbers the Louisiana Member's interests in five (5) separate ground leases totaling approximately 589,380.78 square feet at Lafon Air Park at Louis Armstrong New Orleans International Airport. Each Lease contains substantially identical provisions as summarized below, except where noted.

E-5S

Leased Premises

Building 1 - The leased premises consist of approximately 114,251.80 square feet of land together with certain rights and interests with respect to Building 1 at Lafon Air Park at Louis Armstrong New Orleans International Airport.

Building 2 - The leased premises consist of approximately 65,914.50 square feet of land together with certain rights and interests with respect to Building 2 at Lafon Air Park at Louis Armstrong New Orleans International Airport.

Building 3 - The leased premises consist of approximately 199,218.64 square feet of land together with certain rights and interests with respect to Building 3 at Lafon Air Park at Louis Armstrong New Orleans International Airport.

Building 4 - The leased premises consist of approximately 144,081.34 square feet of land together with certain rights and interests with respect to Building 4 at Lafon Air Park at Louis Armstrong New Orleans International Airport.

Building 5 - The leased premises consist of approximately 65,914.50 square feet of land together with certain rights and interests with respect to Building 5 at Lafon Air Park at Louis Armstrong New Orleans International Airport.

Term and Rent

Building 1 - The Lease is scheduled to expire on November 30, 2020 with one (1) additional renewal period of five (5) years (which must be exercised by Member sixty (60) days prior to the then current term). The current annual rent is \$20,037.72. The rent is payable monthly and increases upon five-year intervals based on the percentage change in the Consumer Price Index for the five-year period preceding the renewal term.

Building 2 - The Lease is scheduled to expire on May 31, 2021 with one (1) additional renewal term of four and a half (4.5) years ending November 30, 2025 (must be exercised by Member sixty (60) days prior to then current term). The current annual rent is \$11,560.23. The rent is payable monthly and increases upon five-year intervals based on the percentage change in the Consumer Price Index for the five-year period preceding the renewal term.

Building 3 - The Lease is scheduled to expire on November 30, 2020 with one (1) renewal period of five (5) years (must be exercised by Member sixty (60) days prior to the then current term) ending November 30, 2025. The current annual rent is \$52,981.44. The rent is payable monthly and increases upon five-year intervals based on the percentage change in the Consumer Price Index for the five-year period preceding the renewal term.

Building 4 - The Lease is scheduled to expire on May 31, 2021 with one (1) additional renewal term of four and a half (4.5) years ending November 30, 2025 (must be exercised by Member sixty (60) days prior to then current term). The current annual rent is \$26,321.52. The rent is payable monthly and increases upon five-year intervals based on the percentage change in the Consumer Price Index for the five-year period preceding the renewal term.

Building 5 - The Lease is scheduled to expire on November 30, 2020 with one (1) renewal period of five (5) years (must be exercised by Member sixty (60) days prior to the then current term) ending November 30, 2025. The current annual rent is \$11,560.23. The rent is payable monthly and increases upon five-year intervals based on the percentage change in the Consumer Price Index for the five-year period preceding the renewal term.

Use of Premises

The conduct of air cargo and aircraft maintenance operations and related activities.

Casualty and Condemnation

Should the Air Park or the Premises be made untenable or unusable during the term of the Lease or any extensions or renewals of the Lease, to such an extent that the same cannot be put into tenantable condition by the Lessor in less than 90 days, then and in that event, the Member shall have the right to the return of all advanced unused rentals, provided, however, that should the Lessor be able to restore the Premises to a tenantable condition

within 90 days after the date that the Premises became untenable or unusable, and in that event, the Member shall not be entitled to cancel the Lease, but shall not be obligated to pay rent for that period during which the Premises are being restored to a tenantable condition; and provided, further, that should the Member be able to use a portion of the Premises for the purpose of the Lease, during such time as the same are being restored to their original condition by the Lessor, in that event the Member shall pay proportionate rent in proportion to the square feet of said Premises being used as to the square footage of the entire Premises the subject of the Lease. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and the Member is entitled to seek a portion of the award attributable to its leasehold interest.

Assignment and Subletting

Generally, Lessor's consent is required for Member to assign the Lease. Member may, however, assign the Lease or solicit the premises to an air carrier holding a certificate from the Civil Aeronautics Board or to any other party authorized to do business at Lewis Armstrong New Orleans International Airport without Lessor's consent. Member may sublet the premises without the consent of Lessor. Leasehold mortgagees of the Project are entitled to notice and cure with respect to defaults by the Member.

Events of Default and Remedies

The Lessor may cancel the Lease by giving Member sixty (60) days advance written notice upon default by Member at any time in the due payment of any installment of rent or other sum payable by Member to Lessor and performance of any other covenant, condition, or stipulation for a period of thirty (30) days after written notice to Member. Lessor shall have the full right upon giving thirty (30) days written notice, provided Member is still in default at the end of such second thirty (30) day period, to enter in, into and upon the premises and take possession of the same.

John F. Kennedy International Airport (Site 8 and Site 9A)

The Lease relating to Site 8 and the Lease relating to Site 9A contain substantially identical provisions as summarized below, except where noted.

Leased Premises

Site 8 - The leased premises consist of approximately 790.962 square feet of land identified by the Lease as Site 8, which is located at John F. Kennedy International Airport.

Site 9A - The leased premises consist of approximately 1,026,143 square feet of land identified by the Lease as Site 9A, which is located at John F. Kennedy International Airport.

Term and Rent

Unless sooner terminated, the Lease shall expire at 11:59 p.m. on July 14, 2028.

On the first day of each and every calendar month the Member shall make rental payments pursuant to the Lease. The current annual rent is approximately \$6,242,048.53. Such rental payments will be adjusted in accordance with the Lease.

Use of Premises

The Member agreed to and shall use the premises or cause the premises to be used for the following purposes and for activities reasonably required for such purposes and for such purposes and activities only:

- i) For the reception, sorting, temporary storage and distribution by Permitted Sublessees or Permitted Cargo Handlers of the air cargo of certain airlines or of other Permitted Sublessees or air cargo airlines;
- ii) For loading and unloading operations in connection with the Member's, Permitted Sublessees', and Permitted Cargo Handlers' operations hereunder;

iii) For the parking, storage, routine maintenance, minor repair, cleaning and servicing of aircraft operated by Handled Airlines and mobile equipment used by the Member, Permitted Sublessees or Permitted Cargo Handlers in connection therewith, and for the maintenance and repair of personal property operated by the Member, Permitted Sublessees or Permitted Cargo Handlers in connection with its or their operations under the Lease;

iv) For the storage of aircraft parts and supplies;

v) For business and administrative offices and storerooms and employees' locker rooms in connection with the Member's, Permitted Sublessees' or Permitted Cargo Handlers' operations under the Lease;

vi) For the parking of passenger automobiles used by the officers, employees, invitees and business visitors of the Member, including construction workers during the period of construction, Permitted Sublessees or Permitted Cargo Handlers; and

vii) For any other purpose or activity which the Lessor may, from time to time, expressly authorize in advance and in writing.

The Member shall commit no unlawful nuisance, waste or injury on the premises, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

The Member shall not create nor permit to be caused or created upon the premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of the internal-combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation as described in this paragraph.

The Member shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewerage system, water system, communications system, electrical, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other systems, if any, installed or located on, under, or in the premises.

The Member shall not do or permit to be done any act or thing upon the premises (i) which will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the premises or any part thereof, or the Airport, or any part thereof, or (ii) which in the opinion of the Lessor, may constitute an extrahazardous condition, so as to increase the risks normally attendant upon the operations contemplated by the Lease. The Member shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and the Insurance Services Offices of New York, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Member on the premises, and the Member shall, subject to and in accordance with the provisions of the Lease, make any and all structural and nonstructural improvements, alterations or repairs of the premises required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the Member to comply with the provisions of this paragraph any fire insurance rate, extended coverage or rental insurance rate on the premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would be if the premises were properly used for the purposes permitted by the Lease, then the Member shall pay to the Lessor, as an item of additional rental, that part of all insurance premiums paid by the Lessor which shall have been charged because of such violation or failure by the Member.

The Member shall not dispose of nor permit any one to dispose of any waste material taken from its aircraft (whether liquids or solid) by means of the toilets, manholes, sanitary sewers or storm sewers in the premises except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Lessor.

The Member shall not keep or store nor permit any one to keep or store during any 24-hour period flammable liquids within any enclosed portion of the premises (other than in rooms or areas expressly constructed for the storage of such liquids) in excess of the Member's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

E-61

The Member shall prevent or cause to be prevented access by persons or vehicles (unless duly authorized by the Lessor) to the Public Ramp and Apron Area and Public Landing Area from the premises, except for aircraft, which aircraft shall be equipped

with radio receivers tuned to control tower frequencies and adequately manned. Such aircraft may be towed by a motor vehicle or such other means as may be approved by the Lessor. The Member shall prevent such access by such means as the Lessor shall approve. Such prevention shall be accomplished on a 24-hour, seven day week basis. In the event the Lessor is obligated by the Federal Aviation Administration to secure the aforesaid strips of land and to prevent such access, the Lessor shall send to the Member a statement of its costs in providing such security and the Member shall promptly pay the said costs to the Lessor.

The Member shall not install, maintain or operate, nor permit the installation, maintenance or operation on the premises of any vending-machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not described in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not described in the above categories, or of any equipment or device for the furnishing to the public of service of any kind, including therein, without limitation thereto, telephone pay stations. The Lessor, by itself or by contractors. Members or permittees, shall have the exclusive right to install, maintain and receive the revenues from all coin-operated or other vending machines or devices installed by it and operated on the premises for the sale of merchandise of all types or for the rendering of services; provided, however, that no such machine or device shall be installed except upon the request of the Member. If the Lessor does not install and maintain any such machine that the Member may reasonably request, the Member shall have the right to do so; provided, however, (i) that the Member shall pay or cause to be paid to the Lessor each month for each machine upon the same basis for the preceding month as any concessionaire, permittee or licensee of the Lessor then operating machines at the Airport for the sale of similar merchandise or the rendering of similar services, and (ii) that in the event the Member exercises such right the Lessor, at any time thereafter, on ninety (90) days' notice to the Member, may substitute for the Member's machines other machines selling similar merchandise or services operated by the Lessor or by its licensee, permittee or concessionaire, and thereupon the Member shall remove its machines.

The Member shall not use nor permit the use of any structural supporting member of the building or roof or any part thereof for the storage of any material or equipment, or hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members, unless the same were specifically designed for such use and included in the Member's plans and specifications for the Construction Work and approved by the Lessor pursuant to the Lease.

The Member shall not overload nor permit the overloading of any floor on the premises, and shall repair, replace or rebuild any floor, including supporting members, damaged by overloading.

The Member shall not use nor permit the use of the premises for the sale of tickets to the general public for air transportation either upon its own aircraft or the aircraft of others.

The Member shall not use nor permit the use of any cleaning materials having a harmful corrosive effect, on any part of the premises.

The Member shall not fuel or defuel nor permit the fueling or deluding the aircraft or other equipment in the enclosed portions of the premises without prior approval of the General Manager of the Airport; provided, however, that the Member shall not be prohibited from using gasoline or other fuel in such enclosed portions where necessary in repairing and testing component parts, and in such event the Member shall take all precautions reasonably necessary to minimize the hazard created by such use.

The Member shall not start or operate nor permit the starting or operation of any engine or any item of automotive equipment in any enclosed space on the premises unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device which has been approved by the Lessor.

The Member shall not operate nor cause to be operated aircraft engines in any portions of the premises other than for the purpose of taxiing aircraft to and from the premises or in connection with authorized aircraft maintenance on the premises.

L-62

The Member shall not keep or store nor permit to be kept or stored aviation fuel on the premises except that fueling equipment may be operated on the premises in accordance with all the provisions of the Lease and with the Lessor Rules and Regulations pertaining thereto.

The Member shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous

Substance on or from the premises or at the Airport. In addition to and without limiting any other terms of provision of the Lease, any Hazardous Substance disposed of, released or discharged by the Member (or permitted by the Member to be disposed of, released or discharged) on or from the premises or at the Airport, shall upon notice by the Lessor to the Member and subject to the provisions of Section 20 hereof, be completely removed, cleaned up and/or remediated by the Member. The obligations of the Member pursuant to this paragraph (q) shall survive the expiration or termination of the Lease.

Casualty and Condemnation

The Member is obligated to restore the improvements located on the Premises following a casualty. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and the Member in certain circumstances is entitled to receive a portion of the award payable in connection with such taking, and in all other circumstances is entitled to make a claim in connection with the taking, in accordance with the terms of the Lease.

Assignment and Subletting

Except as otherwise permitted by the terms of the Lease, the Member shall not sell, convey, transfer, mortgage, pledge or assign the Lease or any part thereof, or any rights created thereby or the letting thereunder or any part thereof without the prior written consent of the Lessor and the payment of the required fee. The Member shall not sublet the premises or any part thereof, without the prior written consent of the Lessor and the payment of the required fee.

Events of Default and Remedies

Each of the following events constitutes an Event of Default under the Lease:

i) The Member shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

ii) By order or decree of a court the Member shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Member, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect;

iii) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Member, and such possession or control shall continue in effect for a period of sixty (60) days;

iv) The Member shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the Airport, or after exhausting or abandoning any right of further appeal, the Member shall be prevented for a period of sixty (60) days by action of any governmental agency other than the Lessor having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the Member;

v) The Member shall, within thirty (30) days after receipt of written notice from the Lessor as to the identity of the proposed subtenant, fail to deliver a letter of intent for a sublease agreement with the subtenant chosen by the Lessor for the sublease of vacant space at the Cargo Facility in the manner required by the Lease.

E-63

vi) Any lien is filed against the premises because of any act or omission of the Member and shall not be discharged or bonded within thirty (30) days after the Member has received notice thereof;

vii) Except as otherwise provided in the Lease, the letting under the Lease or the interest or estate of the Member under the Lease shall be transferred directly by the Member or shall pass to or devolve upon, by operation of law or otherwise, any other

person, firm or corporation;

(viii) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Member and shall not be dismissed or stayed within forty-five (45) days after the filing thereof;

ix) The Member shall, without the prior written approval of the Lessor, become a successor or merged corporation in a merger or a constituent corporation in a consolidation, or a corporation in dissolution;

x) The Member shall fail duly and punctually to pay the rentals or fees or to make any other payment required under the Lease when due to the Lessor and the Leasehold Mortgagee/Trustee shall fail duly and punctually to pay the rentals due and payable under the Lease, and the Member and the Leasehold Mortgagee/Trustee shall continue in its failure to pay rentals or to make other payments required hereunder for a period of ten (10) days after receipt of notice by it from the Lessor to make such payments; or

xi) The Member shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in the Lease on its part to be kept, performed, or observed, within thirty (30) days after receipt of notice of default thereunder from the Lessor (except where fulfillment of its obligation requires activity over a period of time, and the Member shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control); then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Lessor may upon fifteen (15) days' notice terminate the rights of the Member under the Lease and the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

No failure by the Lessor to insist upon the strict performance of any agreement, term, covenant or condition of the Lease or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of the Lease during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Lessor of rentals, fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of the Lease to be performed or complied with by the Member, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Lessor. No waiver by the Lessor of any default or breach on the part of the Member in performance of any agreement, term, covenant or condition of the Lease shall affect or alter the Lease, but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof

The rights of termination described above shall be in addition to any other rights of termination provided in the Lease and in addition to any rights and remedies that the Lessor would have at law or in equity consequent upon any breach of the Lease by the Member, and the exercise by the Lessor of any right of termination shall be without prejudice to any other such rights and remedies.

The Lessor shall, as an additional remedy upon the giving of a notice of termination as described above, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Member under the Lease, and shall in no event constitute an acceptance of surrender.

E-64

Norfolk International Airport

Leased Premises

The leased premises consist of approximately 567,210 square feet of land together with certain rights and interests with respect to Buildings 1 and 2 at Norfolk International Airport, being an approximately 87,595 square foot air cargo facility, and an approximately 4.97 acre aircraft parking apron.

Term and Rent

The Lease is scheduled to expire on December 31, 2030. Member pays land rental of \$0.15 per square foot per year. Member also pays base percentage rent of 10% of gross rents and receipts (excluding landing and parking fees) until January 1, 2021 and 12% thereafter. Land rent and base percentage rent shall, in no event, be less than \$60,000 per year. Member also pays 25% of parking fees, subject to a minimum of \$25,000 per year. Member additionally pays 90% of all landing fees. The current annual rent is \$124,759. The current annual parking fees and landing fees total \$979,075.

Use of Premises

Air cargo facilities.

Casualty and Condemnation

In the event that, as the result of fire or other casualty, the Building or other area within the Operational Premises is damaged so as to render the Building untenable in whole or substantial part, the Member shall repair or rebuild with due diligence, and the Land Rental under the Lease shall be abated for that period of time from the date of occurrence of the damage to the date of completion of the repair or rebuilding, in the proportion to which the untenable portion of the Building bears to the square footage of the entire building. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and the Member is entitled to receive a portion of the award payable in connection with such taking. If the Lessor elects to terminate the Lease in connection with the cessation of use of the airport, such termination will be treated as a taking, and Lessor will be required to pay a termination fee to Member in accordance with the terms of the Lease.

Assignment and Subletting

The Lease may not be assigned, transferred or sublet without the prior consent of Lessor. Leasehold mortgagees are entitled to notice and cure with respect to defaults under the Lease.

Events of Default and Remedies

The Lease may be terminated by Lessor in the event that: (1) Member shall fail substantially to comply with any of the terms and/or conditions contained in the Lease and such noncompliance continues for more than sixty (60) days following notice (provided, however, that such sixty (60) day period shall be extended for any nonmonetary noncompliance so long as Member has, within such sixty (60) day period, commenced to cure the nonmonetary noncompliance and is diligently pursuing the curing thereof); (2) Member becomes insolvent or receivers are appointed for it (and it is unable within sixty (60) days to obtain the discharge of said receivers), or it makes an assignment for the benefit of its creditors or entirely abandons the premises.

In the event of termination by the Lessor after the completion of the construction work within the Project prior to the expiration of the full term of the Lease (other than due to government order to halt air activities), for any reasons or in any circumstances, Lessor shall pay to Member the fair market value of Member's leasehold interest as of the date of termination, as determined by an appraiser selected by both parties.

Will Rogers World Airport (Oklahoma City, Oklahoma)

Leased Premises

The leased premises consist of approximately 749,905 square feet of land lying in Section 26, Township 11 North, Range 4 West of the Indian Meridian. Oklahoma County, Oklahoma.

E-65

Term and Rent

The Lease is currently scheduled to expire on March 6, 2038 but is subject to 1 option to renew for a period of 5 years, unless sooner terminated. The annual ground rental is payable in advance on the first day of each and every month. The ground rental commencing in November 2002 was \$90,000. The ground rental shall be adjusted on the first day of each Lease Year by multiplying the annual ground rental paid during the immediately preceding Lease Year and 1.02. The current annual ground rental is \$85,889.67.

The Member shall also pay landing fees. Such fee shall be paid in arrears for each calendar month and shall be the cumulative total of all such landings at the Airport in connection with the air freight handling services of the Member and/or the Member's sublessees during the immediately preceding month. It was agreed that the specific amount to be paid per aircraft landed shall be determined by the then currently applicable designated "Landing Fees for Commercial and Nonscheduled Certified Air Carrier Aircraft" which shall be promulgated annually by the Director or Airports.

Use of Premises

The Leased Premises may be used for the operations of air freight facilities including but not limited to the loading and unloading of air cargo/freight, for the provision of aircraft ground support and maintenance and repair, for air cargo/freight warehousing, for aircraft fueling for aircraft engaged in the transporting of air cargo/freight, for aircraft parking, and related offices and such other compatible aviation-related uses as may be approved in writing by the Director of Airports.

Casualty and Condemnation

If neither the Member nor the Lessor elects to restore the Premises following a casualty, the Lease will terminate.

Assignment and Subletting

The Member may not sublease the Facilities or assign its interest in the Lease without the prior written approval of the Director.

Events of Default and Remedies

In the event that Member shall fail to perform, keep and observe any of the terms, covenants, or conditions contained in the Lease on the part of the Member to be performed, kept and observed, Lessor may give written 25 notice to Member to use due diligence to correct such condition or default; and, if Member shall not commence and use diligence to correct such condition or default for thirty (30) days after receipt of such notice, Lessor may, after the lapse of thirty (30) days notice and prior to the correction or curing of such default or condition, terminate the Lease by giving ten (10) days notice and the term hereby demised shall thereupon cease and expire at the end of such ten (10) days in the same manner and effect as if it were the expiration of the leased term. Except as to any rental payments under the Lease, no default on the part of the Member shall be deemed to continue so long as Member shall have promptly taken action to correct the same and shall be diligently prosecuting such action. In any case where Lessor shall be entitled under the Lease to terminate the Lease for failure of the Member to correct or cure a default after due notice as described in this paragraph, Lessor may, as an alternative to termination of the Lease, perform the obligation imposed under the Lease for the account of and at the expense of the Member and the same shall be paid by Member as additional rent within thirty (30) days following the date of receipt by Member of an invoice for the said reasonable expense.

Lessor may terminate the Lease and all of its obligations under the Lease by giving Member ten (10) days written notice upon or after filing by Member of a voluntary petition in bankruptcy.

Lessor may terminate the Lease and all of its obligations under the Lease by giving Member sixty (60) days written notice upon or after failure of Member to vacate or set aside the following:

i) If involuntary proceedings in bankruptcy be instituted against the Member and the Member is thereafter adjudicated a bankrupt pursuant to such proceedings;

ii) If a court shall take jurisdiction of Member pursuant to proceedings brought under the provisions of any Federal Reorganization Act; or

E-66

(iii) If permanent receiver of Member's assets be appointed.

Lessor may terminate the Lease and all of its obligations under the Lease by giving Member written notice upon the happening of either or both the following events:

i) If Member shall voluntarily abandon and discontinue the conduct and operation of its service at the Airport for a continuous period of thirty (30) days; or

ii) If Member shall abandon any of the premises leased to it under the Lease for a continuous period of thirty (30) days at any one time, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Member's control.

No waiver of default by Lessor of any of the terms, covenants, or conditions of the Lease to be performed, kept, or observed by Member shall be construed to be or act as a waiver of any subsequent default of the terms, covenants, and conditions contained in the Lease to be performed, kept, and observed by Member. The acceptance of rental by Lessor for any period or periods after default of any of the terms, conditions, or covenants herein contained to be performed, kept, and observed by Member shall not be deemed a waiver of any right on the part of the Lessor to cancel the Lease for failure by Member to perform, keep, or observe any of the terms, covenants, or conditions of the Lease.

Orlando International Airport

The Lease relating to Building 429 and Building 445 and the Lease relating to Tract 1A, Tract 2A and Tract 2B contain substantially identical provisions as summarized below, except where noted.

Leased Premises

Building 429 and Building 445 - The leased premises consist of approximately 8.84 acres of real property located at Orlando International Airport, which has been subdivided into Tract 1, consisting of approximately 5.19 acres and Tract 2, consisting of approximately 3.64 acres.

Tract 1A, Tract 2A and Tract 2B - The leased premises consist of approximately 9.1036 acres of real property located at Orlando International Airport, which has been subdivided into Tract 1 A, Tract 2A, and Tract 2B.

Term and Rent

Building 429 and Building 445 - The Lease is scheduled to expire on September 20, 2036. Provided that (i) no Event of Default has occurred and is continuing at the time the Member exercises each of its options to renew set forth in the Lease, and (ii) no Event of Default has occurred and is continuing at the time any such option would otherwise become effective, the Member shall have the option to extend the term of the Lease for two consecutive terms of five years each. Monthly rent payments shall be paid in advance on or before the first day of each month during the term of the Lease. Currently, the annual rent for Tract 1 is \$113,190 and the annual rent for Tract 2 is \$95,350.40. Commencing on April 1, 2014, and on April 1 every five years following April 1, 2014, the minimum annual rent payable under the Lease shall be adjusted to 12% of the fair market value of Tract 1 of the Premises and 10% of the fair market value of Tract 2 of the Premises for each tract's highest and best use, disregarding the value of the Improvements. The minimum annual rent per square foot shall not be: (i) less than the annual rent per square foot of each tract of the Premises charged during the immediately preceding year; and (ii) increased by more than 25% of the minimum annual rent per square foot of Tract 1 of the Premises and 40% of the minimum annual rent per square foot of Tract 2 of the Premises charged during the immediately preceding year.

Tract 1A, Tract 2A and Tract 2B - The Lease is scheduled to expire on August 28, 2032. Monthly rent payments shall be paid in advance on or before the first day of each month during the term of the Lease. Currently, the annual rent due under the Lease is \$237,932.56. On July 1, 2013, and every five years thereafter, the minimum annual rent payable under the Lease shall be adjusted to 10% of the fair market value of the Premises for its highest and best use, disregarding the value of the Improvements, and such valuation shall be made as of October 1 of the immediately preceding year; provided, however, that the minimum annual rent per square foot shall not be less than the annual rent per square foot of the Premises charged during the immediately preceding year; further, the minimum annual rent per square foot of the Premises shall not be increased by more than 40% of the minimum annual rent per square foot of the Premises charged during the immediately preceding year.

E-67

Use of Premises

The Lessor permits Member to design and construct, and to subsequently operate, manage, lease or sublease to others at the Premises, air cargo facilities, including all related buildings, Improvements and appurtenances thereto, for the operation of foreign trade zone related uses, air cargo related uses and for no other purpose. The Lessor will reasonably support foreign trade zone uses, if Member, at Member's expense, complies with all U.S. customs and other requirements.

the Premises shall be used for such facilities as:

- i) the loading, unloading, reception, temporary storage, delivery, preparation, assembly and transportation of foreign trade zone associated materials, items packages or property;
- ii) the parking and inside storage and handling of air cargo associated materials, items, packages or property and handling equipment; the loading, unloading, reception, temporary storage, delivery, preparation, assembly and transportation of air freight, air express and air mail transported or to be transported by aircraft;
- iii) the conduct of operations offices and business offices used in connection with the transportation of air freight, air express and air mail;
- iv) the parking of automotive vehicles, including trucks and automobiles belonging to persons physically working on the Premises and others having business on the Premises, in specifically designated parking areas;
- v) light and minor maintenance and repair of machinery and fixed and mobile equipment in the conduct and operations authorized under the Lease;
- vi) the handling and storage inside buildings of commissary and cabin service supplies and equipment carried or to be utilized on aircraft;
- vii) such other air cargo related purposes as may be approved in advance in writing from time to time by Lessor, including the right to permit access to the Premises to those Persons engaged in fueling or refueling services, provided that such Persons are authorized and licensed by the Lessor.

Notwithstanding the foregoing, Member farther agrees that it will not proceed with any development or operation on the Premises that does not comply with the Aeronautical Service Operator Minimum Standards, the Airport Design Guidelines, the Lessor's rules and regulations, the Master Plan, the Development Order, all applicable zoning and other laws, and all other terms of this Lease.

The Lessor reserved the right to change the Aeronautical Service Operator Minimum Standards, the Airport Design Guidelines, the Development Order, or the Master Plan; however, the Lessor will not change the land use designation for the Premises in such a manner that will materially and adversely affect Member's rights without prior written consent, not to be unreasonably withheld by Member.

Casualty and Condemnation

Following the occurrence of a casualty occurring during the last year of the Term that results in damage that, if restored, will cost 25% or more of the replacement cost of the improvements, the Lessor has the option to either terminate the Lease or require the Member to undertake the restoration of the improvements. The Lease will terminate automatically upon the occurrence of a taking of all of the Premises, and Member is entitled to receive the portion of the award payable to Member pursuant to the law of the State of Florida.

Assignment and Subletting

The Member shall not at any time sublet or assign the Lease, in whole or in part, or assign any of its rights or obligations under the Lease, without the prior approval of the Lessor.

E-68

Events of Default and Remedies

The occurrence of any of the following events shall constitute a default by Member under the Lease:

i) the failure of Member to make any payment of rent or any other payment required to be made by Member under the Lease within five (5) days after written notice from Lessor that such payment is due;

ii) the failure of Member to keep, observe or perform any of the other covenants or agreements contained in the Lease to be kept, observed or performed by Member, and the continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by Member of Lessor's written demand; provided, however, that if such failure is curable and does not involve Member's covenants or agreements contained in certain sections of the Lease, and cannot be cured within such 30-day period, then Member shall not be in default as long as it commences to cure such failure within such 30-day period and continues the curing thereof with due diligence;

iii) the repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to make any payment of rent or any other payment required to be made by Member within five (5) days after written notice from Lessor that such payment is due as herein provided in the Lease;

iv) the repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Member;

v) commencement by the Member or by any surety or a guarantor of the Lease, in any court pursuant to any statute of the United States or of any state, territory or government, of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the readjustment of its indebtedness;

vi) commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against the Member or any surety or guarantor of the Lease, if an order for relief is entered against such party (unless such judgment or order is stayed or vacated within thirty (30) days after entry thereof), or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof

vii) insolvency of the Member or any surety or guarantor of the Lease, or if Member or any surety or guarantor of the Lease is generally not paying its debts as they become due;

viii) the making by Member or by any surety or guarantor of the Lease of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;

ix) the appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of the Member or of any surety or guarantor of the Lease, which is not discharged within sixty (60) days, whether or not judicial proceedings are instituted in connection with such appointment or sufferance; provided, however that the foregoing provisions of the Lease described by this subparagraph shall not apply to a receiver, trustee or custodian appointed at the request of a Mortgagee as long as such Mortgagee is satisfying its obligations under the Lease; or

x) the placement of any lien upon the Premises or any Improvements (excluding liens for taxes which are not delinquent and Mortgages permitted under the Lease) which is not discharged of record within thirty (30) days, or any levy under any such lien.

In the event of a default by Member under the Lease, Lessor may at once thereafter, or at any time subsequent during the continuance of such default:

(i) Enter into and upon the Premises and any Improvements, or any part thereof, and repossess the same, expelling therefrom Member and all personal property of Member (which property may be removed and stored at the cost of and for the account of Member), using all means permitted by law; and

E-69

ii) Immediately terminate the Lease, resume possession of the Premises for its own account (in which event it will make a reasonable, good faith effort to relet the Premises) and recover immediately from the Member: (a) all unpaid rent that had been earned at the time of termination of the Lease, together with (b) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of the Lease until the time of award exceeds the amount of the

loss of rent that Member proves could have reasonably been avoided, together with (c) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Member proves could have reasonably been avoided, together with (d) any other amount and court costs necessary to compensate Lessor for all damages proximately caused by Member's default (the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of six percent (6%) per annum to its present worth); or

iii) Without terminating the Lease, relet the Premises and my Improvements, or any part thereof, for the remainder of the term or any portion thereof, upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and any Improvements, or any part thereof, and the amounts received from such reletting during any month or part thereof shall be less than the rent due and owing from Member during such month or part thereof under the terms of the Lease, Member shall pay such deficiency to Lessor immediately upon calculation thereof. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency. No action by Lessor pursuant to this section shall be deemed to terminate the Lease unless written notice of termination is given by Lessor to Member.

Pensacola Regional Airport

Leased Premises

The leased premises consists of approximately 35,653 square feet of land together with certain rights and interests with respect to Building No. 1 at Pensacola Regional Airport.

Term and Rent

The Lease is scheduled to expire on December 31, 2025. The current annual rent is \$12,265.19. The rent is paid in monthly installments. The rent is determined by an appraisal of the ground premises without regard to the improvements and based on commercial or industrial property values having similar business activities. The appraised value shall be divided by the square footage to determine the cost per square foot. The Lessor shall then apply a fair rate of return to the appraised cost per square foot. Effective January 1, 2019, the rent shall be reestablished by appraisal.

Use of Premises

The Project shall be used as an air cargo facility for the storage, transfer, forwarding and handling of air freight, air express and mail, including parking, loading and unloading and the storage of equipment used for the handling of materials. The Member shall not use, nor permit the use, of the Project for storage of fuel, petroleum or gasoline, storage of hazardous materials, commercial in-flight catering or any food preparation or service, rental car, bus or limousine service or public parking.

Casualty and Condemnation

The Member has agreed to apply any payment made as a result of any insurable loss to the repair or replacement of the building covered by such insurance. In the event that the insurance funds are greater than the amount required to repair or replace the building, with like kind and quality, the excess funds shall be retained by the Member. Such funds shall be expended on such repair and replacement within a reasonable period of time. A period of more than 12 months shall be deemed as an unreasonable period of time. In the event of a condemnation by the Lessor, the Lease will terminate upon 30 days' notice from the Lessor.

Assignment and Subletting

The Member may neither assign its rights, title and interest under the Lease nor sublet the facilities without the prior written consent of the Lessor, which may not be unreasonably withheld. The Member may encumber its

E-70

leasehold estate by mortgage, deed of trust or other instrument in the nature of a mortgage or deed of trust. Upon notice to the Lessor of such encumbrance, the mortgagee is granted notice and cure rights under the lease.

Events of Default and Remedies

The occurrence of any of the following events shall constitute a default and breach by the Member under the Lease pursuant to which the Lessor may terminate the Lease and repossess the property upon forty-five (45) days notice provided that Member may cure such default within such forty-five (45) days period or such longer period as reasonably necessary:

i) failure to pay; when due; any rentals fees, charges or other money payments, as provided for; in the Lease;

ii) if Member shall: (i) apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets; (ii) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law; or (v) file an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of the Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Member as bankrupt or insolvent, or approving a petition seeking a reorganization of Member, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

iii) if Member shall have failed in the performance of any covenant or condition in the Lease required to be performed by Member.

The Lessor additionally has the right to take all of the premises, the facilities and any additions, alterations, or improvements thereon, should the Lessor, in its sole discretion, determine that the premises, and/or improvements thereon, are required to implement a portion of the then current Airport Master Plan by providing thirty (30) days written notice to Member. The Lessor shall not unreasonably exercise such discretion. The Lessor shall reacquire the improvements by paying Member the entire cost of retiring the mortgage or other debt instrument secured by the facilities and any additions, alterations or improvements for their initial construction or installation; and to the extent that there may be improvements or additions on the premises which were constructed or installed by Member without the benefit of financing, the undepreciated book value of such improvements or additions on a straight-line basis.

Philadelphia International Airport

The 1984 Lease, the 1989 Lease and the J 989 Month-to-Month Lease contain substantially identical provisions as summarized below, except where noted.

Leased Premises

1984 Lease - The leased premises consist of approximately 253,300 square feet of land together with certain rights and interests with respect to Building C-7 and an approximately 118,500 square feet of associated apron at the Philadelphia International Airport.

1989 Lease - The leased premises consist of approximately 234,675 square feet of land together with approximately 94,500 square feet of contiguous aircraft ramp at Philadelphia International Airport.

1989 Month-to-Month Lease - The leased premises consist of approximately 25,500 square feet of land at Philadelphia International Airport.

Term and Rent

1984 Lease - The Lease is scheduled to expire on July 31, 2025. The current annual rent is \$284,359.68. Additionally, the Member has agreed to pay a monthly parking fee of \$1,188.33 per month as rental for the additional parking area added to the Lease in 1989.

E-71

1989 Lease - The Lease is scheduled to expire on January 31, 2031. The current annual rent is \$522,742.56. The rent is payable monthly and will be escalated every five years based on the Revised Consumer Price Index for All Urban Consumers (Lessor of Philadelphia Average - All Items 1967 = 100).

1989 Month-to-Month Lease - The Lease continues on a month-to-month basis. The Lessor has the right to terminate the Lease at any time upon 30 days' notice. The current annual rent is \$41,310.00. The rent is payable monthly in the amount of \$3,442.50.

Use of Premises for 1984 Lease and 1989 Lease

Facility operations shall include:

- i) The loading, unloading, reception, temporary storage, delivery, preparation and transportation of air freight, air express and air mail matter transported or to be transported by aircraft.
- ii) The conduct of operations offices and business offices used in connection with the transportation of air freight, air express and air mail matter.
- iii) The repair and maintenance of vehicles and ground support equipment employed in connection with the transportation and handling of air freight, air express and air mail matter.
- iv) The fueling, refueling and storage of ground support vehicles and equipment, and the storage of propellants and lubricants for the ground support vehicles and aircraft, but not the sale of such items, used in the conduct of the business authorized under the Lease.
- v) The parking, loading, unloading and emergency maintenance of aircraft used in the conduct of the business authorized under the Lease.
- vi) Such other air cargo related purposes as may be approved in advance in writing from time to time by Lessor, such approval not be unreasonably withheld.

Use of Premises for 1989 Month-to-Month Lease

The Premises shall be used as a parking area for aircraft owned or leased by the Member or subtenants of the Member and for no other purpose.

Casualty and Condemnation for 1984 Lease and 1989 Lease

Member must restore the improvements following the occurrence of a casualty, provided that, if the time to complete such restoration will exceed 180 days, Member may terminate the Lease. The Lease will terminate automatically upon the occurrence of a taking of all of the Premises.

Casualty and Condemnation for 1989 Month-to-Month Lease

Member must restore the improvements following the occurrence of a casualty, provided that, if the time to complete such restoration will exceed a reasonable period, Member may terminate the Lease. The Lease will terminate automatically upon the occurrence of a taking of all of the Premises.

Assignment and Subletting for 1984 Lease and 1989 Lease

The Member may neither assign its rights, title and interest under the Lease nor sublet the facilities without the prior written consent of the Lessor, which may not be unreasonably withheld. The consent of Lessor is additionally required for third party financing of the Project. The Lessor has executed an estoppel certificate pursuant to which the Master Trustee, as leasehold mortgagee of the Project, is entitled to notice and cure with respect to defaults by the Member.

Assignment and Subletting for 1989 Month-to-Month Lease

The Member may neither assign its rights, title and interest under the Lease nor sublet the facilities without the prior written consent of the Lessor, which may not be unreasonably withheld.

Events of Default and Remedies

The occurrence of any one or more of the following matters shall constitute a default by Member under the Lease: (i) failure by Member to pay, when due, any rent provided for in the Lease; (ii) failure by Member to pay, when due, any other moneys due and payable from Member under the Lease; (iii) failure by Member to observe or perform any of the covenants in respect to assignment and subletting; (iv) Member's vacation, abandonment, or failure to take possession of the premises; (v) Member becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Member; (vi) bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding or other proceeding or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Member, and if instituted against the Member, and not dismissed within the time required by law, including any applicable extensions authorized by judicial order; (vii) failure by Member to observe or perform any non-financial covenant, agreement, condition or provision of the Lease, if such failure shall continue for thirty (30) days after written notice by default by Lessor.

If a default occurs, Lessor shall have rights and remedies which include the following:

i) Lessor may enter the premises, without demand, proceed by distress and sale of Member's goods found to levy the rent and/or other charges in the Lease payable as rent and all costs and officer's commissions;

ii) Lessor may Lease said premises or any part or parts thereof to such person or persons as may, in Lessor's discretion seem best, and Member shall be liable for any loss of rent for the balance of the then current term;

iii) The rent for the entire unexpired balance of the term of the Lease as well as all other charges, payments, costs, and expenses herein agreed to be paid by Member or, at the option of Lessor, any part thereof, and also all costs and officer's commissions shall, in addition to any and all installments of rent already due and payable in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense, or cost herein agreed to be paid by Member which may be due and payable and in arrears, shall be taken to be due and payable and in arrears as if, by the terms and provisions of the Lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance;

iv) Lessor may determine that the Lease, and the term created by the Lease, is terminated; or

v) Lessor shall give Member written notice of any default of the non-financial terms and conditions of the Lease, and Member shall within thirty (30) days following receipt of such notice, take all legally permissible steps to cure such default and institute all legally permissible measures to prevent further or continuing defaults. If Member fails to cure such default or to institute such measures and diligently enforce same, such shall give Lessor the right to terminate the Lease following thirty (30) days notification.

Portland International Jet port (Portland, Maine)

Leased Premises

The leased premises consist of approximately 125,872 square feet of ground space located at Portland International Jetport.

Term and Rent

The Lease has been extended and is scheduled to terminate on January 31, 2020. The Member has the option to extend the Lease for one additional term of 25 years.

The current annual rent is \$34,032.94. Annual ground rent is paid on a monthly basis. The amount of ground rent is adjusted annually based on the increase in the prior year's Consumer Price Index of the U.S.

E-73

Department of Labor, All Urban Consumers, all items (1982-84=100) for the Portland, Maine NECMA, or comparable successor index. The adjustment will provide no less than a 2% increase, but no more than a 5% increase. The rental during the second renewal term, if any, shall be in the amount negotiated in good faith by the parties.

Federal Express Corporation shall continue to pay landing fees to the Lessor from and after the date of beneficial occupancy of the Leased Premises, specifically the Air Cargo Facility and the Ramp to be constructed by the Lessor.

Use of Premises

The Leased Premises are permitted to be used for general business use for the conduct of the Member's air transportation of property, cargo and express document delivery. The Leased Premises shall be used and are leased under the Lease to the Member for any and all primary and incidental purposes related to the gathering, receiving, collecting, storing, delivering, dispatching and shipping of property, freight and cargo, including mail and all lawful forms of goods and merchandise, by air and ground transportation systems, for communications services, and for the training of personnel engaged in these activities; and as to the Ramp to be constructed by the Lessor, for the reception and parking of aircraft (including the loading and unloading thereof). The Runway and Taxiway complex and utility corridors in the vicinity of the Leased Premises may be used by the Member in common with others.

Casualty and Condemnation

Following the occurrence of a casualty, Member is obligated to restore the premises to the extent insurance proceeds are available for such restoration. The Lease will terminate automatically upon the occurrence of a taking of all of the Premises (Member may elect to terminate the Lease if a partial taking occurs), and Member is entitled to receive a portion of the award payable in connection with such taking in accordance with the terms of the Lease.

Assignment and Subletting

Except as specified in the Lease, the Member may not assign the Lease nor any part thereof in any manner whatsoever, nor sublet the premises or any part thereof, nor assign any of the privileges recited in the Lease without the prior written consent of the Lessor Manager of the Lessor of Portland (or in the case of subleases, without the prior written consent of the Airport Manager.)

Events of Default and Remedies

The Lessor, in addition to any other rights to which it may be entitled by law, may declare the Lease terminated in its entirety upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry, with or without process of law, upon the premises.

- i) The filing by the Member of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of the Member's assets;
- ii) The adjudication of the Member as a bankrupt, pursuant to any involuntary bankruptcy proceedings;
- iii) The taking of jurisdiction by a court of competent jurisdiction of the Member or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- iv) The appointment of a receiver or trustee of the Member's assets by a court of competent jurisdiction or a voluntary agreement with the Member's creditors;
- v) The voluntary abandonment by the Member of the Leased Premises (and the failure to pay rent thereon) for a period in excess of 30 days; or
- (vi) The material breach by the Member of any of the covenants or agreements contained in the Lease and the failure of the Member to remedy such breach. A material breach shall include, but not be limited to, the failure of the Member to pay any rental, fee, or charge when the same is due and payable.

H-74

Portland International Airport (Portland, Oregon)

The 1996 Lease, the 2001 Lease and the 2001 Ramp Management Agreement contain substantially identical provisions as summarized below, except where noted.

Leased Premises

1996 Lease - The leased premises consist of approximately 3.12 acres of land located at the Portland International Airport.

2001 Lease - The leased premises consists of two parcels totaling approximately 279,959 square feet of land located at the Portland International Airport.

2001 Ramp Management Agreement - The leased premises consists of approximately 298,995.84 square feet of land at the Portland International Airport.

Term and Rent

1996 Lease - The Lease is scheduled to expire on March 31, 2027, unless earlier terminated under the provisions of the Lease. The current annual rent is 5172,891.32. The Member shall pay any rent due to the Port in advance on or before the first day of each calendar month. Every third July 1st since July 1, 1996, the Lease Rate(s) used to calculate the Basic Rent have been and will continue to be adjusted pursuant to the Lease. Additionally, the Member has agreed to pay to the Port, the Member's Share of AirTrans Center Common Area Maintenance Charges pursuant to the Lease.

2001 Lease - The Lease is scheduled to expire on December 31, 2029, unless earlier terminated under the provisions of the Lease. Please note that the Lessor may terminate the Lease if it determines that the Member's possession interferes with or limits the proposed use, operation or expansion of the airport, provided the Lessor pays the Member a termination fee determined in accordance with the Lease. The current annual rent is \$222,982.40. The Member shall pay any rent due to the Port in advance on or before the first day of each calendar month. Every third July 1st since July 1, 2002, the Lease Rate(s) used to calculate the Basic Rent have been and will continue to be adjusted pursuant to the Lease. Additionally, the Member has agreed to pay to the Port, the Member's Share of AirTrans Center Common Area Maintenance Charges pursuant to the Lease. Beginning on January 1, 2020, the Member will be required to pay Basic Rent for Improvements located on the Land that were constructed during the term of the Prior Lease. As of January 1, 2020, those Improvements will automatically revert to Port ownership, and the Member will be required to pay the Port its Fair Market Rental Rate for all such Improvements, in addition to Basic Rent for the Land.

2001 Ramp Management Agreement - The Ramp Management Agreement is scheduled to expire on December 31, 2029, unless earlier terminated under the provisions of the Ramp Management Agreement. The current annual rent is \$373,730. If the 2001 Lease terminates, the Ramp Management Agreement shall automatically terminate with the 2001 Lease. The Member shall pay a Management Fee on a monthly basis. The Management Fee is subject to adjustment every three years based on the then-current Fair Market Rental Rate.

Use. of Premises for 1996 Lease and 2001 Lease

Member may use the Premises only for Permitted Uses and any individual portion of the Premises may be used only for the purposes for which it was designed. Except as provided in the Lease, the Premises may be used for no other use without the Port's prior written consent, which consent shall not be unreasonably withheld. "Permitted Uses" are defined as'

(i) Air Express Cargo Operations

(a) the commercial transportation by air or ground of lawful express cargo, freight, documents, mail and merchandise by Member's leased or owned aircraft and vehicles, including the receiving, storing, preparing, packing, crating, delivering, and transporting by air or ground of such cargo, freight, documents, mail and merchandise:

E-75

(IV) Construction and maintenance of such buildings, office space and related facilities necessary for, or related to, the Permitted Uses;

(c) Ground activities necessary for the support of Permitted Uses.

(ii) The operation or undertaking of any phase of aviation activity in support of Member's Air Express Cargo Operations at the Airport.

Member shall not, without the prior written consent of the Port, use any device which would violate any local noise ordinance or cause unreasonable noise, vibration, fumes, debris, or electronic interference on or adjacent to the Premises.

Member shall not use or permit anyone else to use the Premises, nor shall Member permit anything to be done on the Premises, which: (i) unreasonably adversely affects or is likely to adversely affect the Premises; (ii) creates any condition that is a safety hazard or violates FAA regulations; (iii) creates a hazard or a nuisance; or (iv) interferes in any way with Airport operations.

Without limiting the generality of any other provision of the Lease, Member shall not provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, other than Permitted Uses, and shall not operate any automobile or vehicle rental business, airline flight kitchen or other facilities providing meal services to aircraft crews or passengers, public (non-aircraft) parking for hire, lodging facilities, or facilities for storage or distribution of merchandise for sale aboard aircraft. No portion of the Premises shall be used for parking for passengers or customers of the Airport (other than parking for Member's customers while at the Premises), and no fee may be charged for parking of vehicles at the Premises.

Through June 30, 2013, the Member may use the Premises for the subleasing of space to non-aviation tenants for the exclusive purpose of logistics, distribution, and warehouse uses.

Use of Premises for 2001 Ramp Management Agreement

Member may use the Ramp Area for "Aircraft Parking" only. "Aircraft Parking" is defined as: (i) parking of aircraft; (ii) loading and unloading of cargo, freight, documents and merchandise into and from aircraft parked at the Ramp Area; (iii) receiving, sorting and delivering cargo, freight, documents and merchandise carried in such aircraft; and (iv) ground activities necessary for the support of Aircraft Parking, in accordance with the Airport Rules and Regulations. Washing of aircraft is not permitted, except as provided in the Ramp Management Agreement.

Casualty and Condemnation for 1996 Lease and 2001 Lease

Following the occurrence of a casualty, Member is obligated to restore the premises, provided that, if 50% or more of the improvements are damaged, either Member or Lessor may terminate the Lease. The Lease will terminate automatically upon the occurrence of a taking of all or substantially all of the Premises, and Member is entitled to receive the portion of the award attributable to its leasehold interest.

Casualty and Condemnation for 2001 Ramp Management Agreement

Following the occurrence of a casualty, the Port is obligated to restore the Ramp Area. The Ramp Management Agreement is subject to the eminent domain laws of the State of Oregon.

Assignment and Subletting

Except as otherwise permitted by the Lease, no part of the Premises, nor any interest in the Lease, may be assigned, pledged, transferred, mortgaged, or subleased by the Member, nor may a right of use of any portion of the Premises be conveyed or conferred on any third party by the Member by any other means, without the prior written consent of the Port.

Events of Default and Remedies of 1996 Lease and 2001 Lease

The occurrence of any of the following shall constitute an Event of Default under the Lease:

E-76

(i) Failure of Member to pay any Rent or other amount payable to the Port or to others as provided in the Lease within ten

(10) days after written notice from the Port that such payment is past due; provided; however, the Port need not give notice for a default in the payment of Rent or other amounts payable to the Port or others more than twice during any twelve (12) month period, and a failure to make a payment within ten (10) days after the second (2nd) notice in any twelve (12) month period constitutes an Event of Default for which no further notice or opportunity to cure need be given. No other notice by the Port that Rent or such other amount is past due shall be required.

" (ii) Failure of Member to comply with any term, covenant or condition of the Lease (other than the payment of Rent or other amounts) within thirty (30) days after written notice by the Port describing the nature of the default. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Member begins correction of the default within the thirty (30) day period and thereafter proceeds in good faith and with reasonable diligence to effect the cure as soon as practical, so long as done to the reasonable satisfaction of the Port. Notwithstanding the foregoing, the Port need not give notice for a similar type of default more than twice during the any three (3) year period of the Lease, and a failure to perform such type of obligation after the second notice constitutes an Event of Default for which no further notice or opportunity to cure need be given. Furthermore, if any Event of Default threatens to cause serious harm to the Port or other tenants or persons, then the Port shall not be required to serve any notice before proceeding to request immediate injunctive relief.

iii) To the extent permitted by the United States Bankruptcy Code, insolvency of Member shall be deemed to include an assignment by Member for the benefit of creditors; the filing by Member of a voluntary petition in bankruptcy; an adjudication that Member is bankrupt or the appointment of a receiver of the properties of Member and the receiver is not discharged within thirty (30) days; the filing of an involuntary petition of bankruptcy and failure of Member to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Member to secure discharge of the attachment or release of the levy of execution within thirty (30) days, shall all constitute an Event of Default. In these instances, no notice that an Event of Default has occurred shall be required from the Port.

iv) Failure of Member for thirty (30) days or more to use and occupy the Premises for one or more of the purposes permitted under the Lease unless such failure is excused under other provisions of the Lease. The Premises shall not be deemed to be abandoned so long as no other Event of Default exists under the Lease and provided that adequate on-site security of the Premises is maintained by Member.

v) The occurrence of a default or an Event of Default under any other agreement between the Port and Member, including, without limitation, the Ramp Management Agreement, shall be, at the option of the Port, an Event of Default under the Lease.

Immediately following an uncured Event of Default or an Event of Default for which there is no cure period, the Port may terminate the Lease and Member's right to possession of the Premises and may exercise any or all of the remedies listed below, in addition to any other rights and remedies provided in the Lease or at law or equity. In exercising its remedies, the Port agrees to follow all applicable laws.

The Port may re-enter the Premises, or any part thereof, by suitable action or proceeding at law, or by force or otherwise, without being liable for indictment, prosecution or damages therefor, and may repossess the Premises and remove any person or property therefrom, to the end that the Port may have, hold and enjoy the Premises.

The Port, at its option, may relet the whole or any part of the Premises from time to time, either in the name of the Port or otherwise, to such tenants, for such terms ending before, on or after the Expiration Date of the Lease, at such rentals and upon such conditions (including concessions and free rent periods) as the Port, in its reasonable discretion, may determine to be appropriate. The Port may make such physical changes to the Premises as the Port, in its reasonable discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Member of any liability under the Lease or otherwise affecting Member's liability. If there is other unleased space at the Airport, the Port shall have no obligation to attempt to relet the Premises prior to leasing such other space at the Airport. The Port, under its obligations to mitigate its damages, shall not be required to attempt to relet the Premises to a potential Member with which the Port has been negotiating a lease for other space owned by the Port or to whom the Port has shown other space owned by the Port and the Port shall be entitled to use its best efforts to lease such other Port space to such prospective tenant.

E-77

Subject to the Port's duty to reasonably mitigate, whether or not the Port retakes possession or relets the Premises, the Port shall have the right to recover unpaid Rents and all damages caused by the default. Damages shall include, without limitation: all

Rents lost; all reasonable legal expenses and other related costs incurred by the Port as a result of Member's default; that portion of any leasing commission paid by the Port as a result of the Lease which can be attributed to the unexpired portion of the Lease; all reasonable costs incurred by the Port in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the Premises for reletting; and all reasonable costs incurred by the Port in reletting the Premises, including, without limitation, any brokerage commissions.

To the extent permitted under Oregon law, the Port may sue periodically for damages as they accrue without barring a later action for further damages. Nothing in the Lease will be deemed to require the Port to await the date on which the Lease Term expires to bring or maintain any suit or action respecting the Lease. The Port may in one action recover accrued damages plus damages attributable to the remaining Lease Term equal to the difference between the Rents reserved in the Lease for the balance of the Lease Term after the time of award, and the Market Rental Value of the Premises for the same period, discounted to the time of award at the rate of nine percent (9%) per annum. If the Port has, in a bona fide, arms' length transaction, relet all or any part of the Premises for the period which otherwise would have constituted all or any part of the unexpired portion of the Lease Term, or any part, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the Market Rental Value for the part or the whole of the Premises so relet during the term of the reletting.

Events of Default and Remedies of 2001 Ramp Management Agreement

The occurrence of any of the following shall constitute an Event of Default under the Ramp Management Agreement:

(i) Failure of the Manager to pay any Management Fees within 10 days after written notice from the Port that such payment is past due. The Port need not give notice for a failure to pay Management Fees more than twice during any 12-month period. Thereafter, failure to pay Management Fees within 10 days of the due date constitutes an immediate Event of Default for which no further notice or opportunity to cure need be given.

(ii) Failure of the Manager to comply with every term, covenant and condition of the Management Agreement (other than the payment of Management Fees) if such violation is not cured within 20 days after written notice by the Port describing the nature of the violation. If the violation is of such a nature that it cannot be completely cured within the 20-day period, the provision described in this subsection shall be complied with if the Manager begins correction of the violation with such 20-day period and thereafter proceeds in good faith and with all due diligence to effect the cure as soon as practical. Notwithstanding the foregoing, the Port shall not be required to give notice for a violation of the same provision of the Management Agreement more than four times during any three-year period of the Management Agreement. Thereafter a violation of the same provision shall constitute an Event of Default for which no further notice or opportunity to cure need be given. Furthermore, if any violation of the Management Agreement threatens to cause serious harm to the Port or other tenants or persons, then the Port shall not be required to serve any notice before drawing on the Security Deposit and/or proceeding to request immediate equitable relief, including, but not limited to, injunctive relief or specific performance.

(iii) To the extent permitted by the United States Bankruptcy Code, insolvency of Manager shall be deemed to include an assignment by the Manager for the benefit of creditors; the filing by the Manager of a voluntary petition in bankruptcy; if Manager is an entity, the dissolution of the Manager; the appointment of a receiver of the properties of the Manager and the receiver is not discharged within 45 days; the filing of an involuntary petition of bankruptcy and failure of Member to secure a dismissal of the petition within 60 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Member to secure discharge of the attachment or release of the levy of execution within 45 days, shall all constitute an Event of Default. In these instances, no notice that an Event of Default has occurred shall be required from the Port.

(iv) The occurrence of an uncured breach, violation, default or an Event of Default under any other contract between the Port and the Manager shall be, at the option of the Port, an Event of Default under the Management Agreement.

If an Event of Default occurs under the 2001 Lease, and the 2001 Lease is terminated, then the Management Agreement shall also automatically terminate.

E-78

Immediately following an uncured Event of Default or an Event of Default for which there is no cure period, the Port may terminate the Management Agreement and the Manager's right to possession of the Ramp Area and may exercise any or all of the remedies listed below, in addition to any other rights and remedies provided in the Lease or at law or equity. In exercising its remedies, the Port agrees to follow all applicable laws.

The Port may re-enter the Ramp Area, or any part thereof, by suitable action or proceeding at law, or by force or otherwise, without being liable for indictment, prosecution or damages therefor, and may repossess the Ramp Area and remove any person or property therefrom, to the end that the Port may have, hold and enjoy the Ramp Area.

South Bend Regional Airport

Leased Premises

The leased premises consist of approximately 5.49 acres of land at the South Bend Regional Airport. Term and Rent

The expiration date of the Lease is June 30, 2020. The Member has four remaining options to extend the term for periods of five years each, which may be exercised provided the Member is not then in default under the terms of the Lease.

Rentals shall be paid yearly in advance of the first day of December of each lease year. The current annual rent is \$52,573.40. The minimum annual rental shall be adjusted every five years on the basis of the Consumer Price Index for all items for the United State city average (CPI-U) as determined by the United States Department of Labor, Bureau of Labor Statistics.

Use of Premises

The Member may use the Leased Premises for aviation-related purposes upon the written consent of the Lessor.

Casualty and Condemnation

The Member is obligated to restore the improvements located the Premises following a casualty, provided that the Member may terminate the Lease if such casualty occurs during any renewal term.

Assignment and Subletting

The Member may sublease the Leased Premises to Federal Express Corporation, but the Member may not rent or sublease the Leased Premises to any other person, firm, or entity except upon the prior written consent of the Lessor. The Member may not assign the Lease without the prior written consent of the Lessor.

Events of Default and Remedies

The Lessor may terminate the Lease in the event the Member shall:

- i) Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of 30 days after the time such payments become due;
- ii) Make a general assignment for the benefit of creditors;
- iii) File a voluntary petition in bankruptcy;
- iv) Abandon the Leased Premises as provided in the Lease;
- v) Fail to replace any improvements which have been destroyed by fire, explosion, etc.. within 12 months from the date of such destruction;

E-79

vi) Default in the performance of any of the covenants, agreements and conditions required in the Lease (except rental payments) to be kept and performed by the Member, and such default continues for a period of 30 days after receipt of written notice from the Lessor of said default;

- vii) Appointment of Receiver for Member; and

viii) Violation of Lessor's Rules and Regulations not inconsistent with the provisions of the Lease and such violation is not cured within 10 days provided the Member shall be entitled to additional time to cure if the Member is making a diligent effort to cure.

Syracuse Hancock International Airport

Leased Premises

The leased premises consist of approximately 1,048,500 square feet of land together with certain rights and interests with respect to Buildings 1, 2, 3 and 4 at the Hancock International Airport. The Member also has an option to lease 115,000 additional square feet (and, upon exercise of such option, an obligation to construct 5500,000 of improvements thereon) and approximately 25 additional acres (and, upon exercise of such option, an obligation to construct 51,000,000 of improvements thereon).

Term and Rent

The Lease is scheduled to expire on August 9, 2033. The Syracuse Regional Airport Authority has sent a letter dated June 1, 2016 asserting that it was entitled to significantly increased ground rent under the Lease, and has since billed the increased rent. The Member disputes that the airport is entitled to any rental increase as there had been no increase since 2000, and Member has received multiple estoppels in the interim years confirming the current ground rent. As discussions with the Airport remain ongoing, the current annual base rent billed is \$372,978 and the current rent paid by the Member is \$259,703.04. The Member is reserving for the difference between the rent billed and the rent paid. The Member also pays to the Lessor, in quarterly installments, a percentage of its Net Rental Income from Phase I, II and III of the Leased Premises, as more fully described in the Lease.

Use of Premises

Permitted uses for the Project include: air cargo uses (but not including any charter or passenger scheduled terminal facilities), custom brokers; aircraft sales offices only for sales of airplanes of over 12,500 pounds (maximum gross takeoff weight); wholesale distribution companies (non-aviation supply related); a restaurant of no more than 2,400 square feet (subject to Lessor's approval of restaurant lease documents) trucking companies; general warehousing, foreign trade 7.one - sub-zone activities; back office and support staff of car rental agencies; airline reservation office; travel agency; duty free shops; ground handling offices for loading and unloading air freight; vending machine sale; second floor in any building may be utilized for general office purpose.

Prohibited uses of the Project include: ground transportation for hire facilities; retail sales, storage or service of rental car vehicles; barber; valet and personal service; insurance machines; the buying, selling or leasing of aircraft, (under 12,500 pounds gross takeoff weight); the buying and selling of aircraft parts, fuels, lubricants and accessories or other activities expressly reserved for fixed base operators, and repair maintenance and service of aircraft (except by Member for its own account).

Casualty and Condemnation

Should the improvements constiacted by the Member upon the Leased Premises be damaged or destroyed in whole or in part by fire or other casualty, the Member shall give prompt notice thereof to the Lessor, and the Member, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Should the improvements on the Leased Property by damaged or destroyed in whole or in part by lire or other casualty during the last 15 years of the initial term of the Lease, or during the renewal term thereof, at the Member's option, the Member shall be relieved of the obligation to repair, replace and rebuild the same and shall have the option to cancel the Lease by giving the Lessor written notice of such election within 1 year after the date of any such damage or destruction. In the event of such cancellation, the Lease shall terminate as of the date of such

E-80

destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by the Lessor sub ject to the rights of the leasehold mortgage.

Assignment and Subletting

The Lease may not be assigned without the consent of the Lessor and the assumption of the terms and conditions of the

Lease. Subject to certain exceptions, Lessor consent is required for subletting of the premises. Member may mortgage its interest in the Lease and the leased property without the consent of the Lessor. After presentment of the mortgage to the Lessor, the leasehold mortgagee shall have a right to notice and cure under the Lease and the Lease may not be amended in a way that adversely affects the rights of the leasehold mortgagee without the consent of the leasehold mortgagee. A foreclosure of the leasehold mortgage will not, in and of itself, constitute a default under the Lease.

Events of Default and Remedies

The Lease may be terminated by Lessor in the event any one or more of the following events shall have occurred and shall have not been remedied as hereinafter provided:

i) In the event of the financial failure of the Member resulting in an assignment for the benefit of creditors, or in the commencement of voluntary or involuntary bankruptcy proceedings or in the filing of any petition for reorganization, or in the commencement of any other proceeding for the attachment, dissolution or reorganization of the business of the Member;

ii) Member's failure to pay an installment of basic rent or additional rent when same shall be due and payable on the continuance of such failure for a period of forty-five (45) days after receipt by Member of notice in writing from Lessor specifying the nature of such failure; or

iii) Member's failure to perform any of the other covenants, conditions and agreements contained in the Lease on Member's part to be kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by Member of notice in writing from Lessor specifying the nature of such failure.

In addition to and without prejudice to any other rights and remedies Lessor shall have at law or in equity, Lessor re-enter the demised premises and recover possession thereof and dispossess any and all occupants of the demised premises.

E-SI

[This Page Intentionally Left Blank]

APPENDIX F - SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGES

[This Page Intentionally Left Blank]

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGES

The following is a summary of certain provisions of the Mortgages with respect to the Master Notes. Separate Mortgages have been executed for certain of the Projects in connection with the issuance of the Master Notes containing in all material respects the common terms described in this Appendix F. The singular is used for convenience and where it is used herein reference is made to all such agreements or documents relating to the Members of the Obligated Group. This summary does not purport to be complete and reference to the Mortgages is hereby made for all of the terms and conditions of the Mortgages. Terms used in this Appendix F that are not defined herein shall have the meanings set forth in Appendix D.

Mortgaged Property

The Member (the "Grantor") gives, grants, mortgages, assigns, bargains, sells, alienates, conveys and confirms unto the Master Trustee (the "Grantee") and to the Grantee's successors and assigns, for and during the rest, residue and remainder of the term of years yet to come and unexpired in the Ground Lease and the renewals therein provided for subject to the rents, covenants, conditions and provisions of the Ground Lease (in the case of a leasehold Mortgage) and forever (in the case of a fee Mortgage), all of the Grantor's right, title and interest in and to the following property, interests and rights, whether now owned or existing or hereafter acquired or arising (the "Mortgaged Property"):

(i) all right, title and interest of the Grantor, under the Ground Lease in that certain real property, together with the buildings and other improvements now or thereafter placed thereon, situate, lying and being in the county where the real property is located, and more particularly bounded and described in the applicable Ground Lease, subject to Permitted Encumbrances authorized under the Master Indenture, together with all the right, title and interest of the Grantor in and to all streets, roads and public places, open or proposed, in front of and adjoining such real property and all easements and rights of way, public or private, now or thereafter used in connection with such real property (such real property, such improvements, such right, title and interest, and such easements and rights of way are collectively in the Mortgage called the "Premises");

(ii) all fixtures, equipment, machinery, apparatus, appliances, fittings, chattels and articles of personal property, now or thereafter attached to, or used or usable in connection with any present or future occupancy of the Premises and all renewals and replacements thereof and additions and accessions thereto, including without limitation partitions, elevators, lifts, steam and hot water boilers, heating and air conditioning equipment, lighting and power plants, engines, motors, compressors, ducts, coal, oil and gas burning apparatus, pipes, pumps, plumbing, radiators, sinks, bath tubs, water closets, refrigerators, gas and electrical fixtures, communications apparatus, stoves, ranges, shades, screens, awnings, vacuum cleaning system, and sprinkler system or other fire prevention or extinguishing apparatus and materials, all of which shall be deemed to be, remain and form a part of the Premises and are covered by the lien of the Mortgage (the "Project Equipment");

iii) with all insurance proceeds and awards and other compensation payments, including interest thereon, which are theretofore or thereafter made with respect to the Mortgaged Property as a result of or in lieu of any taking by eminent domain, the alteration of the grade of any street, any other injury to or decrease in the value of the Mortgaged Property, or the damage or destruction to all or a portion of the Mortgaged Property, to the extent of all amounts which may be secured by the Mortgage at the date of receipt of any such award or payment by the Grantee, and of the reasonable attorneys' fees, costs and disbursements incurred by the Grantee in connection with the collection of such award or payment;

iv) with all moneys, investment property, rents, operating and non-operating revenues, receipts and income received or receivable by the Grantor and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights, chattel paper, instruments, investment property, general intangibles or other rights and all proceeds thereof, including insurance proceeds and condemnation awards, whether now existing or thereafter coming into existence and whether now owned or thereafter acquired (the "Gross Receipts");

F-1

with all accounts, goods, general intangibles and books and records;

(vi) with all products and proceeds of the foregoing; and

(vii) with any and all further estate, right, title, interest, property, claim and demand whatsoever of the Grantor in or to any of the above.

In the case of a leasehold Mortgage but not a fee Mortgage, the following also constitute Mortgaged Property:

(i) with all appurtenances in respect of or otherwise relating to the Ground Lease, including, but not limited to, renewal options and expansion right, and all the estate and rights of Grantor of, in and to (i) all modifications, extensions and renewals of the Ground Lease and all rights to renew or extend the term thereof, (ii) all credits to and deposits of Grantor under the Ground Lease, (iii) all other options, privileges and rights granted and demised to Grantor under the Ground Lease, (iv) all the right or privilege of Grantor to terminate, cancel, abridge, surrender, merge, modify or amend the Ground Lease and (v) any and all possessory rights of Grantor and other rights and/or privileges of possession, including, without limitation, Grantor's right to elect to remain in possession of the Land and the leasehold estate created by the Ground Lease pursuant to Section 365(h)(1) of the federal bankruptcy code (as amended from time to time and including any successor legislation thereto, the "Bankruptcy Code"); and

(ii) with all of Grantor's claims and rights to damages and any other remedies in connection with or arising from the rejection of the Ground Lease by the Ground Lessor (including any successor or assign thereof) or any trustee, custodian or receiver appointed pursuant to the Bankruptcy Code in the event that there shall be filed by or against the Ground Lessor any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state/commonwealth law now or hereinafter in effect.

Indebtedness Secured

The indebtedness secured by the Mortgage consists of the Obligations of the Members of the Obligated Group pursuant to and secured in accordance with the Master Indenture. As used in the Mortgage, "Obligations" shall mean any and all payment and performance liabilities and obligations of the Grantor or the Obligated Group under the Master Indenture, set forth in or arising under the Obligations, however evidenced and whether now existing or thereafter incurred, direct or indirect, matured or not matured, absolute or contingent, now due or thereafter to become due (including, without limitation, any and all costs and attorneys' fees and expenses incurred by the Grantee or the holders of the Obligations to the extent the same is required to be paid by the Master Indenture) and any modifications, extensions or renewals of any of the foregoing.

Payment and Compliance

The Grantor shall pay the debt evidenced by the Obligations at the times and in the manner provided therein and in the Obligations and shall pay all other Obligations under the Master Indenture in accordance with the requirements thereof, and will comply with all of the terms and conditions to be complied with by the Grantor under the provisions of the Mortgage, the Obligations and the Master Indenture.

Taxes

The Grantor shall: (i) prior to the date on which any interest or penalties shall commence to accrue thereon, cause to be paid and discharged all taxes (including but not limited to ad valorem taxes), assessments, water and sewer rents and charges and all license or permit fees, levies, and governmental charges, payments in lieu of any of the foregoing, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which are or may have been, or may hereafter be, charged, assessed, levied, or imposed upon or against the Mortgaged Property, or any part thereof by any lawful authority, or which may become a lien thereon and (ii) not suffer, and promptly cause to be paid and discharged, any lien or charge whatsoever which by any present or future law may be or become superior, or on a parity with or junior to, either in lien or in distribution out of the

proceeds of any judicial sale, the lien of the Mortgage created thereunder and (iii) cause to be paid, when due, all charges for utilities whether public or private.

Notwithstanding the foregoing, the Grantor may in good faith contest, by proper legal proceedings, the validity or amount of any such tax or charge, and may permit such tax or charge to remain unpaid during the period of such contest, provided (i) no Event of Default (see "Event of Default" under the Mortgage), or event or condition which, with the giving of notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing; (ii) the Grantor maintains and prosecutes with diligence such contest; (iii) the Grantor shall pay such contested tax or charge and all costs and penalties, if any, and shall deliver to the Master Trustee evidence acceptable to the Master Trustee of such payment promptly if such contest is terminated or determined adversely to the Grantor, and in any event prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the tax or charge; and (iv) the Grantor shall deposit with the Master Trustee during such contest cash or a surety bond in the amount of such unpaid tax or charge plus interest and penalties anticipated to accrue thereon in amounts reasonably satisfactory to the Master Trustee which, notwithstanding any provision of the Mortgage to the contrary, the Master Trustee may use, and shall use at the written direction of the Majority Applicable Holders to pay the same prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the tax or charge.

Insurance

The Grantor shall keep, or cause to be kept, the Mortgaged Property insured for the benefit of the Grantee against such losses and risks and in such amounts as provided in the Master Indenture. In the event of any loss or damage to the Mortgaged Property there shall be no abatement or reduction in the amount payable by the Grantor under the Mortgage or under the Obligations and the Master Indenture, and the Grantor shall continue to make such payments. The Grantor shall give immediate notice of any such loss or damage to the Grantee. All insurance proceeds shall be collected, held and expended as provided in the Master Indenture. If the Grantee shall acquire title to the Mortgaged Property by virtue of foreclosure, a deed in lieu of foreclosure or a judicial sale thereof, or otherwise, then all of the Grantor's right, title, estate and interest in and to all insurance policies, including unearned premiums thereon and the proceeds thereof, shall vest in the Grantee.

Eminent Domain

The Grantor shall give the Grantee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Mortgaged Property, including without limitation severance and consequential damage and change in grade of streets. In the event of any aforementioned actual or threatened commencement, the Grantor shall proceed as set forth in the Master Indenture. All condemnation proceeds shall be collected, held and expended as provided in the Master Indenture.

There shall be no abatement or reduction in the amount payable by the Grantor under the Mortgage or under the Master Indenture or the Obligations in the event of the commencement of any eminent domain proceeding affecting the Mortgaged Property, and the Grantor shall continue to be obligated to make all such payments.

Compliance with Law

The Mortgage obligates the Grantor to:

(i) operate or cause the Premises to be operated as airport facilities qualifying under Section 142(a)(i) of the Code, if applicable (and in the case of a leasehold Mortgage, compliance with the Ground Lease), which facilities may include functionally related and subordinate uses, and maintain all certifications and licenses required for such use;

(ii) comply in good faith with all laws, ordinances and regulations, including, without limitation, all licensure, building, zoning, safety and environmental laws, which thereafter in any manner may affect the Premises or the use or operation thereof; and have the right in good faith to contest such laws, ordinances and regulations or appeal from any decision adverse to the Grantor based thereon by appropriate proceedings diligently conducted, but all costs, fees and expenses incurred in connection with

F-3

such proceedings shall be borne by the Grantor and provided that during such contest or appeal the Grantor complies therewith unless enforcement is stayed; and

(iii) not engage in any business other than the operation and leasing of its Projects and Mortgaged Properties as airport facilities in accordance with clause (i) above (and activities incidental thereto, including, without limitation, rental of space at its Projects and Mortgaged Properties to appropriately licensed service providers and airline service providers);

Sale, Lease, Encumbrance, Mortgage and Use

The Grantor shall not directly or indirectly sell, lease, encumber, mortgage, transfer or otherwise dispose of title to all or any part of the Mortgaged Property, except to the extent permitted by the Master Indenture.

Payment of Other Debt

Under the Mortgage, the Grantor shall: ,

(i) promptly pay or otherwise satisfy and discharge all of its obligations and indebtedness and all demands and claims (any such obligation, indebtedness, demands and claims being "Claims") against it as and when the same become due and payable, other than any thereof (exclusive of the Obligations issued and Outstanding under the Master Indenture) whose validity, amount or collectability is being contested in good faith by appropriate proceedings;

(ii) notwithstanding the foregoing, the Grantor may in good faith contest, by proper legal proceedings, the validity or amount of any such Claim as permitted by the Mortgage and described in (i) above, and may permit such Claim to remain unpaid during the period of such contest, provided (A) no Event of Default, or event or condition which, with the giving of notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing; (B) the Grantor maintains and prosecutes with diligence such contest; (C) the Grantor shall pay such contested Claim and all costs and penalties, if any, and shall deliver to the Grantee evidence acceptable to the Grantee of such payment promptly if such contest is terminated or determined adversely to the Grantor, and in any event prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the Claim; and (D) the Grantor shall deposit with the Master Trustee during such contest cash or a surety bond in the amount of such unpaid Claim plus interest and penalties anticipated to accrue thereon in amounts reasonably satisfactory to the Master Trustee which, notwithstanding any provisions of the Mortgage to the contrary, the Master Trustee may use, and shall use at the written direction of the Majority Applicable Holders to pay the same prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the Claim.

Assignment of Leases and Rents

As further security for the payment of the debt secured by the Mortgage, the Grantor assigns to the Grantee the leases, rents, issues and profits of the Mortgaged Property.

The Grantor agrees not to collect rent more than thirty (30) days in advance of its due date under any lease of all or any part of the Mortgaged Property. All leases entered into by the Grantor after the execution of the Mortgage must provide that the tenant thereunder shall pay to the Grantee (or as directed by the Grantee) all sums due under the lease upon notice to the tenant from the Grantee, and that the Grantor shall, at the Grantee's option, furnish the Grantee with an estoppel and subordination and attornment letter agreement as to its respective leases in form and substance reasonably acceptable to the Grantee. Grantor authorizes and directs the present and future tenants and occupants named in any leases, upon receipt from the Grantee of written notice stating that an Event of Default has occurred, to pay over to Grantee (or as directed by the Grantee) all rents, income and profits arising or accruing under such leases or from the premises described therein and to continue to do until otherwise notified by the Grantee. The Grantor agrees that any such notice by the Grantee shall be valid and binding, without any obligation or right to inquire as to whether any such default actually exists and notwithstanding any notice from or claim of the Grantor to the contrary, and that the Grantor shall have no right or claim against any such tenant or occupant who has made payment to the Grantee following receipt of such notice.

The Grantor shall not assign to any person other than the Grantee the payments, rents, issues and profits of the Mortgaged Property, or cancel, except in accordance with the terms of the Master Indenture, abridge or otherwise modify or amend any material provision of any lease of all or any part of the Premises. In addition, the Grantor shall observe and comply with all of its obligations as lessor under any such lease, will promptly notify the Grantee if it receives any notice of a material default by it thereunder and will

forward a copy of any such default notice to the Grantee, and enforce any material default thereunder by the lessee.

Grantee's Performance of Grantor's Obligations

The Grantee may, but shall not be obligated to (i) advance, on behalf of the Grantor, any amounts due under a promissory note or similar instrument secured by a prior mortgage on the Mortgaged Property, or (ii) pay any amount which the Grantor has failed to pay or perform any act which the Grantor has failed to pay or perform under the Mortgage, in which event the costs, disbursements, expenses and reasonable counsel fees and expenses thereof, together with interest thereon from the date the expense is paid or incurred at the prime interest rate publicly announced from time to time by the Master Trustee as a commercial bank plus 2% (the "Default Rate"), shall be payable on demand by the Grantor and shall be secured by the lien of the Mortgage.

Events of Default

The occurrence of an Event of Default under the Master Indenture shall constitute an "Event of Default" under the Mortgage without further grace periods or notices being given.

Remedies on Default

Whenever an Event of Default shall have occurred, the Grantee may declare any portion or the entire unpaid balance of the principal indebtedness, accrued interest and all other sums secured by the Mortgage to be immediately due and payable without notice or demand. If an Event of Default shall occur, the Grantee may, but shall not be obligated to, forthwith, with or without accelerating the Obligations or the indebtedness evidenced by the Obligations or the Master Indenture and all other amounts due thereunder, exercise any and all rights available to it at law or in equity, elect to apply any of the following remedies or any remedy set forth in the Master Indenture (which remedies shall be cumulative) and may without further delay, but shall not be obligated to, exercise any one or more of the following rights:

(i) The Grantee may foreclose the Mortgage and exercise its rights as a secured party for all or any portion of the debt secured by the Mortgage which is then due and payable, by acceleration or otherwise, subject to the continuing lien of the Mortgage for the balance not then due and payable. The proceeds from any disposition, transfer or re-letting of the Mortgaged Property shall be applied first to all expenses (including reasonable attorney's fees and expenses) of retaking, holding, storing, processing, preparing for sale, selling, collecting and liquidating the Mortgaged Property and second to the satisfaction of the Obligations (including all amounts due under the Master Indenture).

(ii) The Grantee may, by its agents, servants or attorneys, take possession of and enter upon the Mortgaged Property; lease and operate the same; collect and receive the rents, issues and profits therefrom; and apply such receipts, first to the payment of the necessary expenses of operating the Mortgaged Property (including without limitation reasonable counsel fees and expenses and customary fees and expenses for management agents), and second, in the Grantee's sole discretion, to the payment of amounts due on the Obligations or amounts required to be paid by the Grantor under any provision of the Mortgage. The Grantee shall be liable to account only for rents and profits actually received by the Grantee.

(iii) The Grantee may apply for and shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Property, without notice to the Grantor, without regard to the value of the Mortgaged Property as security for the amounts due the Grantee or to the solvency of any person liable for the payment of such amounts, and irrespective of whether the Grantee has an adequate remedy at law.

(iv) The Grantee may pay any amount which the Grantor has failed to pay or perform any act which the Grantor has failed to perform under the Mortgage, in which event the costs, disbursements, expenses and reasonable counsel fees thereof, together with interest thereon from the date the expense is paid or incurred at the prime interest rate publicly announced from time to time by the Master Trustee as a commercial bank plus 2% provided that such interest payable shall not exceed the maximum rate permitted by law, shall be payable on demand by the Grantor and shall be secured by the lien of the Mortgage.

(v) The Grantee may exercise any and all rights of a secured party with respect to the Mortgaged Property

under the State's Uniform Commercial Code. The Grantee may take possession of any of the Mortgaged Property and sell any portion of such property pursuant to the provisions of the State's Uniform Commercial Code and generally exercise any of such other rights and remedies with respect to such property as may be provided by said Code. Any requirement of such Uniform Commercial Code as to reasonable notice shall be met by delivering written notice to the Grantor ten (10) days prior to any such sale. In the event of any foreclosure under the Mortgage, the Mortgaged Property may be sold in whole or in part as part of the realty or separately. The Grantee shall also be entitled to take possession of, assemble and collect all or any portion of the Mortgaged Property and require the Grantor to assemble the Mortgaged Property and make it available at any place the Grantee may designate so as to allow Grantee to take possession of or dispose of all or any portion of the Mortgaged Property.

(vi) The Grantee may proceed by one or more suits, actions or proceedings at law or in equity or otherwise or by any other approved means to enforce payment of the Obligations and all other amounts due under the Obligations, the Master Indenture, the Mortgage by the Grantor or protect and enforce any of the Grantee's rights or powers under the Master Indenture or the Mortgage.

In the event the Mortgage is foreclosed (i) the Mortgaged Property may be re-let by the Grantee, (ii) there shall be included in the Obligations, to the extent permitted by law, the reasonable fees, costs and disbursements of the Grantee paid or incurred by the Grantee in connection with the foreclosure proceedings and any such re-letting, and (iii) if the Grantee so consents, the lessee of the Mortgaged Property shall succeed to all of the rights of the Grantor to the Mortgaged Property.

Acceleration of Obligations

The Mortgage (including without limitation, the Security Agreement and the Assignment of Leases and Rents contained in the Mortgage) separately secures the Senior Obligations, the Subordinate Class A Obligations and the Subordinate Class B Obligations issued under the Master Indenture. Each Class of Obligations may be accelerated only as provided in the Master Indenture. To the full extent permitted by law, the Mortgage may be foreclosed upon acceleration of one or more Classes of Obligations as provided in the Mortgage but to the extent a Class of Obligations is not accelerated and is not paid in full the Mortgage shall not be extinguished with respect to such Class and shall remain in full force and effect with respect thereto.

Compliance with Ground Lease

This section summarizes certain provisions which are contained in leasehold Mortgages hut not in fee Mortgages with respect to the Master Notes.

The Grantor shall pay on or before the due dates thereof all rents and other amounts payable under the provisions of the Ground Lease and will timely fully observe and perform all of the terms, covenants, agreements and conditions of the Ground Lease required therein to be observed and performed by the Grantor, and will, upon request from the Grantee, furnish to the Grantee satisfactory evidence of payment evidencing the timely payment of all rents due thereunder, which evidence shall be furnished to the Grantee within ten (10) days after the due date for such rents. If the Grantor shall fail to do any of the things described in the preceding sentence, the Grantee may (but shall not be obligated to) take any action the Grantee deems necessary or desirable to prevent or to cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under the Ground Lease. In any such event, subject to the rights of lessees, sublessees and other occupants, Grantee and any person designated by Grantee shall have, and arc hereby granted, the right to enter upon the Mortgaged Property at any time and from time to time for the purpose of taking any such action. If the Ground Lessor shall deliver to

F-6

Grantee a copy of any notice of default sent to the Grantor, as tenant under the Ground Lease, such notice shall constitute full protection to Grantee for any action taken or omitted to be taken by Grantee in reliance thereon. The Grantor covenants and agrees to immediately (and in all events within five (5) days) deliver to the Grantee a copy of any notice of default under the Ground Lease and fully and timely cure the same. In addition, the Grantor will not, whether or not in accordance with the terms of the Ground Lease, do or permit anything to be done, the doing of which, or refrain from doing anything to be done, the omission of which, will terminate or impair the security of the Mortgage or will be grounds for terminating the Ground Lease or declaring a forfeiture thereof (including, without limitation, the timely exercise of any renewal options contained in the Ground Lease). In addition, the Grantor covenants and agrees that if it exercises any option the Grantor may have with respect to the Mortgaged Property or any part thereof it will deliver to the Grantee a copy of its notice to the owner of such Mortgaged Property of the Grantor's intent to exercise such option concurrently

with the Grantor's delivery of such notice to such owner.

As further and additional collateral for payment of the principal and interest payments on the Obligations and the other Obligations and performance of the covenants set forth in the Master Indenture, or in the Ground Lease, the Grantor assigns to the Grantee all of the Grantor's right, title and interest as tenant under the Ground Lease and its rights to terminate, disaffirm, cancel, modify, change, surrender, supplement, alter or amend the Ground Lease (excluding the right to timely exercise of any renewal options thereunder, which right is expressly retained as a right of the Grantor so long as no Event of Default has occurred and is continuing), and any such termination, cancellation, disaffirmance, modification, change, surrender, supplement, alteration or amendment of, or election under, the Ground Lease made without the Grantee's prior written consent shall be void and of no force and effect; provided, however, that termination, cancellation or modification required by the owner of the property subject to the Ground Lease pursuant to the terms of the Ground Lease shall not require consent of the Grantee.

F-7

[This Page Intentionally Left Blank]

APPENDIX G - FINANCIAL STATEMENTS OF TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC, AND
INDEPENDENT AUDITORS' REPORTS FOR FISCAL YEAR ENDED
DECEMBER 31, 2017

[This Page Intentionally Left Blank]

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Consolidated Financial Statements December 31, 2017 (With Independent Auditors' Report Thereon)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC Table of

Contents

	Page(s)
Independent Auditors' Report	1
Consolidated Financial Statements:	
Consolidated Balance Sheet	2
Consolidated Statement of Operations	3
Consolidated Statement of Changes in Member's Equity	4
Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements 6-24	
KPMG LLP 1 East Pratt Street Baltimore, MD 21202-1128	

Independent Auditors' Report

The Member
Transportation Infrastructure Properties, LLC:

We have audited the accompanying consolidated financial statements of Transportation Infrastructure Properties, LLC, which comprise the consolidated balance sheet as of December 31, 2017, and the related consolidated statements of operations, changes in member's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Transportation Infrastructure Properties, LLC as of December 31, 2017, and the results of their operations and their cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

K&V(G LLP

March 9, 2018

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Consolidated Balance Sheet December

31, 2017

Assets

Incomeproducingproperties.net <http://Incomeproducingproperties.net>	\$ 388,563,163
Intangible assets, net	73,082,215
Cash and cash equivalents	673,893
Restricted cash and cash equivalents	60,806,203
Accounts receivable and accrued income (net of allowance of \$299,821)	5,927,500
Deferred rent receivables	5,720,562
Prepaid expenses and other assets	3,165,337
<u>Ground lease deposits</u>	<u>3,953,089</u>
<u>Total assets</u>	<u>\$ 541,891,962</u>

Liabilities and Member's Equity

Bonds payable, net	\$ 374,967,450
Accounts payable and accrued expenses	8,271,341
Deferred market rents, net	29,452,769

Fixed return swap	591,970
Deferred ground rent liabilities	5,972,699
Accrued interest payable	8,440,706
Accrued real estate tax payable	3,443,476
Rents received in advance and tenant security deposits	5,550,697
<u>Due to related parties</u>	<u>748,830</u>
<u>Total liabilities</u>	<u>437,439,938</u>
<u>Member's equity</u>	<u>104,452,024</u>
<u>Total member's equity</u>	<u>104,452,024</u>
<u>Total liabilities and member's equity</u>	<u>\$ 541,891,962</u>

See accompanying notes to consolidated financial statements.

2

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Consolidated Statement of Operations Year ended
December 31, 2017

Revenues:

Rents and other revenues	\$ 74,505,685
Tenant recoveries	38,455,513
Total revenues	112,961,198

Operating expenses:

Ground rent	28,704,406
Real estate taxes and insurance	7,290,745
Property operating expenses	12,262,237
Property management and other related fees	4,195,768
General and administrative expenses	635,481
<u>Bad debt recovery</u>	<u>(597,298)</u>
<u>Total operating expenses</u>	<u>52,491,339</u>

<u>Net operating income</u>	<u>60,469,859</u>
Other (income) expenses:	
Interest and finance costs	16,525,885
Interest income	(719,966)
Depreciation and amortization	44,873,469
Other expenses	614
Gain on disposal of assets	(262,171)
Gain on insurance proceeds	(266,256)
<u>Unrealized loss on change in fair value of fixed return swap</u>	<u>237,721</u>
<u>Total other (income) and expenses</u>	<u>60,389,296</u>
Net income	\$ 80,563

See accompanying notes to consolidated financial statements.

3

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Consolidated Statement of Changes in Member's Equity Year ended

December 31, 2017

Balance at December 31, 2016	\$ 126,671,461
Distributions (22,300,000) Net income 80,563	
Balance at December 31, 2017	\$ 104,452,024

See accompanying notes to consolidated financial statements.

4

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Consolidated Statement of Cash Flows Year ended

December 31, 2017

Cash flows from operating activities: Net income

Adjustments to reconcile net income to net cash provided by operating activities: Depreciation and amortization Gain on disposal of assets Amortization of above/below market tenant rents Amortization of above/below market ground rents Amortization of debt premium

Unrealized loss on change in fair value of fixed return swap Bad debt recovery

Changes in operating assets and liabilities: Accounts receivable and accrued income

Prepaid expenses and other assets Ground lease deposits Accounts payable and

accrued expenses Accrued interest payable Accrued real estate taxes payable

Deferred rent receivables Deferred ground rent liabilities

Rents received in advance and tenant security deposits Due to related parties

Net cash provided by operating activities

Cash flows from investing activities:

Additions to income producing properties and construction in progress

Net cash used in investing activities

Cash flows from financing activities: Repayments of bonds payable

Distributions

Net cash used in financing activities

Net change in cash and cash equivalents and restricted cash and cash equivalents

Cash and cash equivalents and restricted cash and cash equivalents: Beginning of the year

End of the year

Supplemental disclosure of cash flow information. Interest paid

Noncash investing activity:

Capital expenditures incurred but not yet paid

80,563

44,873,469 (262,171) 751,231 (562,037)

(2,486,789) 237,721 (597,298)

(3,407,403) 87,159 (15,661) 1,335,968 (417,867) 269,053 (2,837,096) 2,741,102 263,272
(570,438)

39,482,778

(4,511,275) (4,511,275)

(18,120,000) (22,300,000)

(40,420,000)

(5,448,497)

\$

66,928,593 61,480,096

\$ 19,224,014 \$ 497,230

See accompanying notes to consolidated financial statements.

December 31, 2017

Date of formation
State of formation

Aero New Orleans 7 Owner, LLC

(New Orleans 7) Aero Norfolk, LLC (Norfolk) Aero O'Hare, LLC (O'Hare) Aero O'Hare Express, LLC (O'Hare Express)
Aero Oklahoma, LLC (Oklahoma) Aero Orlando, LLC (Orlando) Aero Orlando II, LLC (Orlando II) Aero Pensacola, LLC
(Pensacola) Aero Phila, LP (Phila) Aero Philadelphia, LLC (Philadelphia) Aero Phil FE, LP (Phil FE) Aero Portland, LLC
(Portland) Aero Portland II, LLC (Portland II) Aero Portland ME, LLC (Portland ME) Aero Rickenbacker, LLC
(Rickenbacker) Aero South Bend, LLC (South Bend) Aero Syracuse, LLC (Syracuse)

New Orleans, LA Norfolk, VA Chicago, IL Chicago, IL Oklahoma, OK Orlando, FL Orlando, FL Pensacola, FL
Philadelphia, PA Philadelphia, PA Philadelphia, PA Portland, OR Portland, OR Portland, ME Columbus, OH South Bend,
IN Syracuse, NY

3/11/02 6/19/00 5/11/01 4/24/96 11/12/02 1/8/02 3/7/06 8/31/01 8/31/01 4/13/98 2/12/03 4/13/98 6/7/06 1/4/06 8/29/05
2/28/06 6/2/00

Delaware Virginia Illinois Illinois Delaware Delaware Delaware Delaware Delaware Delaware Delaware Delaware
Delaware Delaware Delaware Delaware New York

(2) Significant Accounting Policies

a) ***Principles of Consolidation***

The accompanying consolidated financial statements include all accounts of the TRIPS wholly owned entities.
All intercompany accounts and transactions have been eliminated in consolidation.

b) ***Basis of Presentation***

These consolidated financial statements have been prepared on the accrual basis of accounting in accordance
with the accounting principles generally accepted in the United States of America.

c) ***Use of Estimates***

We make estimates and assumptions when preparing the consolidated financial statements under generally
accepted accounting principles. These estimates and assumptions affect various matters,
including:

- the reported amounts of assets and liabilities in our consolidated balance sheet at the date of the consolidated financial statements;
- the disclosure of contingent assets and liabilities at the date of the consolidated financial statements; and
- the reported amounts of revenues and expenses in our consolidated statement of operations during the reporting periods.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

Significant estimates are inherent in the presentation of our consolidated financial statements in a number of areas, including the allocation of property acquisition costs to our real estate assets, the determination of estimated useful lives of assets, the fair market value of liabilities, specifically the fixed return swap, and the allowance for doubtful accounts. Actual results may differ from these estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash and investments that have original maturities of three months or less at purchase. Cash equivalents are reported at cost, which approximates fair value. We maintain our cash in bank accounts in amounts that may exceed federally insured limits at times.

Restricted Cash and Cash Equivalents

Included in the accompanying consolidated balance sheet is cash and cash equivalents held in escrow as required by and defined in the loan agreements described in note 6 for debt service payments and various reserves. We are required to deposit revenues to a fund maintained by a designated trustee of the Bonds (hereinafter defined). Use of these funds is governed by the terms of the Bond agreements as disclosed in note 6. Interest income of \$719,681 for the year ended December 31, 2017 was earned on funds held in escrow and is reported as a component of interest income on the consolidated statement of operations.

Acquisition of Real Estate Assets

In connection with the Transfer of Interests, the Acquirer elected to reflect the purchase in our consolidated financial statements through the application of pushdown accounting, which required all assets and liabilities to be revalued and reflected at their fair market values as of the purchase date, December 16, 2015.

The application of pushdown accounting includes allocating the purchase price to tangible and intangible assets and liabilities associated with the acquisition based on our estimates of their fair values at the time of the acquisition using the methods described below. Specifically, we allocated the purchase price to land and buildings and intangible assets and liabilities; including in-place leases, above and below market leases (both tenant and ground) and tenant relationships. We determined these fair values by using market data and independent appraisals (when available) and making numerous estimates and assumptions. We allocated the purchase price to the following components:

- land acquired based on our estimate of its fair market value using appraisal and/or recent tax assessment information;
- above- and below-market lease intangible assets or liabilities based on the present value (using an interest rate which reflects the risks associated with the leases acquired) of the difference between: (1) the contractual amounts to be received or paid pursuant to the in-place leases; and (2) our estimate of fair market lease rates for the corresponding space, measured over a period equal to the remaining noncancelable term of the lease. The capitalized above and below-market tenant lease values are amortized as adjustments to rental revenue over the remaining noncancelable terms of the respective tenant leases. Tenant leases which include a renewal option with fixed, below-market renewal rates are amortized through the renewal option period. The capitalized above and below-market ground lease values are amortized as adjustments to ground rent

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December
31, 2017

expense over the remaining noncancelable terms of the respective ground leases including renewal options;

- in-place lease value based on our estimates of: (1) the present value of additional income to be realized as a result of leases being in place on the acquired properties; and (2) costs to execute similar leases. Our estimate of additional income to be realized includes carrying costs, such as real estate taxes, insurance and other operating expenses, and revenues during the expected lease-up periods considering current market conditions. Our estimate of costs to execute similar leases includes leasing commissions, legal and other related costs;
- tenant relationship value based on our evaluation of the specific characteristics of each tenant's lease and our overall relationship with that respective tenant. Characteristics we consider in determining these values include the nature and extent of our existing business relationships with the tenant, growth prospects for developing new business with the tenant, the tenant's credit quality and expectations of lease renewals, among other factors;
- properties based on a valuation performed under the assumption that the properties are vacant upon acquisition (the as-if vacant value). The as-if vacant value is allocated to land (as needed) and buildings and depreciated over the shorter of the remaining useful lives of the assets or the remaining terms of the ground leases.

In connection with the application of pushdown accounting, straight line rents (both tenant and ground) were recalculated and bonds payable were adjusted to fair value. The ground lease terms were adjusted to fair value. Accordingly, we have reflected the below market ground leases as intangible assets and above market ground leases as deferred market ground rent liabilities on the consolidated balance sheet as of the acquisition date, which will be amortized over the remaining term of the ground lease agreements. We amortize the fair value adjustment of bonds payable as a component of interest expense using the effective interest method over the remaining term of the bonds.

(g) Income Producing Properties

We report our real estate investments net of depreciation. When we are required to make improvements to our investments under the terms of a lease, we determine whether the improvements constitute landlord assets or tenant assets. We capitalize the cost of the improvement when we deem the improvements to be landlord assets. In determining whether improvements constitute landlord or tenant assets, we consider numerous factors, including: whether the improvements are unique to the tenant or reusable by other tenants; whether the ownership of the improvements remains with us or with the tenant at the end of the lease term; and whether the economic substance of the lease term is properly reflected. We capitalize costs incurred to obtain new tenant leases or extend existing tenant leases, including related leasing commission costs.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December
31, 2017

We depreciate our real estate investments using the straight-line method over their estimated useful lives as follows:

Range of estimated useful lives

Buildings, building
improvements, and land
improvements Tenant improvements

Leasing commissions
Shorter of the useful life of the assets or the term of the underlying ground lease
Shorter of the useful life of the asset or tenant lease, or the term of the underlying ground lease
Related lease term

If a tenant terminates its lease early, the unamortized portion of the tenant improvements, leasing commissions, above and below market leases, in-place lease value and tenant relationships are immediately written off.

Repairs and maintenance are charged to expense as incurred.

Construction-in-progress consists of building and tenant improvements under construction.

(h) Impairment of Income Producing Properties

Each quarter, for long-lived assets to be held and used, we analyze recoverability based on the estimated undiscounted future cash flows expected to be generated from the operations and eventual disposition of the asset over the remaining term of the ground lease. If the recovery analysis indicates that the carrying value of a tested property is not recoverable from the estimated future cash flows, it is written down to its estimated fair value and an impairment loss is recognized. If and when our plans change, we revise our recoverability analysis to use the cash flows expected from the operations and eventual disposition of each asset using holding periods that are consistent with our revised plans. We also review the reasonableness of changes in our estimated income producing properties fair values from amounts estimated in the prior quarter. If events or changes in circumstances indicate that the carrying values of our income producing properties may be impaired, we perform a recovery analysis of such property.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

(i) Intangible Assets and Deferred Market Rents on Income Producing Properties

We amortize the intangible assets and deferred market rent liabilities associated with the acquisition as

follows:

Amortization period

Above-and below-market
leases In-place lease value

Tenant relationship value
Remainder of the contractual lease term
Remainder of the contractual lease term
Remainder of the contractual lease term

(j) Accounts Receivable and Accrued Income

Accounts receivable include amounts billed to but unpaid by tenants in addition to actual and estimated amounts unbilled to tenants that have come due as of the balance sheet date. Unbilled tenant receivables at December 31, 2017 was \$2,067,672 which is included in accounts receivable and accrued income. We maintain allowances for estimated losses resulting from the failure of our tenants to satisfy their payment obligations. The allowance for doubtful accounts at December 31, 2017 was \$299,821.

(k) Revenue Recognition

Rent revenue consists of rents due under noncancelable long-term operating leases and is recognized on a straight-line basis over the lease terms reflecting all rent abatements and known rental increases. Rent revenue earned on a straight-line basis was \$2,837,096 more than the cash rent due for the year ended December 31, 2017.

Tenant recovery income is comprised of payments from the tenants for its share of ground rent expense, real estate taxes, insurance, property management and other property operating expenses and is recognized as revenue in the same period the related expenses are incurred by us.

(l) Accounting for Derivatives and Hedging Activities

All derivatives are recognized on the consolidated balance sheet at their fair value. On the date that a derivative contract is entered into or assumed, we decide whether it intends to meet the documentation requirements to qualify for hedge accounting. If a derivative qualifies for hedge accounting, changes in the fair value of the derivative that are effective are recorded in other comprehensive income. If a derivative does not qualify for hedge accounting, or if there is an ineffective portion of the hedge, changes in the fair value of the derivative are recorded in the consolidated statement of operations as a component of other income or expense. We have not elected to qualify for hedge accounting; therefore, any change in fair value of the derivative instrument is recognized in the consolidated statement of operations as a component of other income or expense. We do not hold or issue derivative financial instruments for trading purposes.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

(m) Ground Rent Expense

Ground rent expense is recognized on a straight-line basis over the term of the related leases beginning on the earlier of the lease commencement or the date we take control of the leased space. The ground leases are accounted for as operating leases. Ground rent expense incurred on a straight line basis was \$2,741,102 more than cash rent due for the year ended December 31,

2017.

(n) Due to Related Parties

Due to related parties is shown on the consolidated balance sheet at its net value. The total due to related parties for overhead expenses paid on our behalf and related party transactions was \$788,816 as of December 31, 2017, and the total due from related parties for deposits and expenses paid by us on behalf of related parties was \$39,986.

(o) Income Taxes

No provision has been made for federal or state and local income taxes in the accompanying consolidated financial statements, since the Member includes the income or loss in their own income tax return.

In accordance with ASC 740, Accounting for Uncertain Tax Positions, we conduct regular self-assessments for uncertainty in income taxes recognized in the consolidated financial statements. Our self-assessment has not resulted in any material accruals as no uncertain tax positions have been identified. As of December 31, 2017, the tax years that remain subject to examination by the major tax jurisdictions under the statute of limitations are from the year 2014 forward, with limited exceptions.

(p) Comprehensive Income

For the year ended December 31, 2017, comprehensive income equaled net income. As a result, a separate consolidated statement of comprehensive income is not presented.

(q) New Accounting Standards

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers. The core principle of this guidance is an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance also requires improved disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. This guidance is effective for annual reporting periods beginning after December 15, 2018. We intend to adopt the guidance using the modified retrospective method under which the cumulative effect of initially applying the guidance is recognized at the date of initial application. While we are still completing our assessment of the impact of this guidance, we do not believe that our adoption will have a material effect on our consolidated financial statements. However, as discussed further below, once the new guidance setting forth principles for the recognition, measurement, presentation and disclosure of leases goes into effect, we believe that the new revenue standard will apply to nonlease components such as common area maintenance and other tenant reimbursable expenses, even when the revenue for such activities is not separately stipulated in the lease. In that case, then the revenue from these items previously recognized on a straight-line basis under current lease guidance would be recognized under the new revenue guidance as the related services are delivered. As a result, while the total revenue recognized over time would not differ under

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

the new guidance, the recognition pattern would be different. In November 2017, the FASB proposed amending the leasing standard to provide an option for lessors to avoid separating the gross rent between components where the pattern of income recognition of the components is similar. The Company will assess this option if the FASB issues the revised standard.

In February 2016, the FASB issued ASU 2016-02, Leases, amending the existing accounting standards for lease accounting, including requiring lessees to recognize most leases on their balance sheets as a right-of-use asset, representing their right to use the underlying asset for the lease term, and a lease liability for all leases with terms greater than 12 months. The guidance also requires expanded qualitative and quantitative disclosures designed to assess the amount, timing and uncertainty of cash flows arising from leases. Lessor accounting remains substantially similar to

current GAAP. In January 2018, the FASB proposed amending the standard to give entities another option for transition. The proposed transition method would allow entities to initially apply the requirements of the standard in the period of adoption (January 1, 2019). The Company will assess this transition option if the FASB issues the revised standard. The standards are effective for fiscal years beginning after December 15, 2019, and allows for early adoption. We are evaluating the impact that ASU 2016-02 will have on our consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash (ASU 2016-18), which clarifies the presentation of restricted cash and restricted cash equivalents in the statement of cash flows. Effective January 1, 2017, we adopted ASU 2016-18, Restricted Cash. As a result of adopting the standard, we include restricted cash in cash and cash equivalents when reconciling the beginning of period and end of period total amounts shown on the statement of cash flows.

In January 2017, the FASB issued ASU 2017-01, Clarifying the Definition of a Business (ASU 2017-01), which clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The definition of a business affects many areas of accounting including acquisitions, disposals, goodwill and consolidation. Under the new guidance, we expect that the majority of our future operating property acquisitions will be accounted for as asset acquisitions, whereas under the previous guidance our recent acquisitions were accounted for as business combinations. We believe the primary effect of this change will be that transaction costs associated with future acquisitions will be capitalized rather than expensed as incurred. ASU 2017-01 is required to be applied prospectively and we adopted this standard effective January 1, 2017.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

(3) Income Producing Properties

Income producing properties at December 31, 2017

are comprised

of the following:

Land	\$ 9,891,814
Land improvements	118,672
Buildings	420,921,506
Building improvements	1,283,533
Tenant improvements	2,743,311
Leasing commissions	3,807,153
Construction in progress	1,781,914
<u>Accumulated depreciation</u>	<u>(51,984,740)</u>

Income producing properties, net \$ 388,563,163

Depreciation expense was \$25,753,097 for the year ended December 31, 2017. No impairment was recognized during the year ended December 31, 2017.

(4) Intangible Assets and Deferred Market Rents on Income Producing Properties

Intangible assets and deferred market rent liabilities on income producing properties consisted of the following at December 31, 2017:

In-place lease value Tenant relationship value Above market tenant rents Below market ground rents

Total intangible assets

Below market tenant rents Above market ground rents

Deferred market rents, net

Gross carrying amount

\$ 60,925,384 26,948,627 22,912,609 9,508,220

\$ 120,294,840

\$ 27,010,032 13,244,004

\$ 40,254,036

Accumulated amortization

(24,968,699) (10,470,341) (10,604,156) (1,169,429)

(47,212,625)

(8,484,862) (2,316,405)

(10,801,267)

Net carrying amount

35,956,685 16,478,286 12,308,453 8,338,791

73,082,215

18,525,170 10,927,599

29,452,769

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,

2017

Amortization expense of in-place lease and tenant relationship value was \$19,120,372 for the year ended December 31, 2017. Estimated amortization expense associated with the in-place lease and tenant relationship value set forth above for the next five years and thereafter is as follows:

2018	\$ 14,583,664
2019	9,017,159
2020	6,541,418
2021	4,379,045
2022	<u>3,811,642</u>
2022	<u>Thereafter</u> 14,102,043
<u>Total</u>	<u>\$ 52,434,971</u>

Accretion revenue from above- and below-market leases was a reduction of \$751,231 for the year ended December 31, 2017. Estimated accretion revenue from above- and below-market leases for the next five years and thereafter is as follows:

2018	\$ (307,782)	
2019	555,892	
2020	581,742	
2021	921,706	
2022	<u>847,734</u>	
2022	<u>Thereafter</u>	3,617,423
<u>Total</u>	<u>\$ 6,216,717</u>	

(5) Ground Lease

Certain of our income producing properties consist of fee interests in the buildings under noncancelable ground and facility leases for the land on which the Facilities are located. These ground and facility leases expire at various dates up to November 30, 2062. Some of these leases contain renewal options providing for extensions at the lessee's option. All the leases are subject to future increases based on predetermined amounts set forth in the underlying ground lease; increases or decreases based on the Consumer Price Index, discretionary increases based on market rates, and increases based on appraised values of the underlying land.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

The annual ground rent expense for the next five years and thereafter is approximately:

2018	\$ 20,582,155
2019	20,525,398
2020	20,730,701
2021	20,644,354
2022	20,020,729
2022	Thereafter 238,619,441
Total	\$ 341,122,778

The market adjustment to ground rent expense was a reduction of \$562,037 for the year ended December 31, 2017. Estimated market adjustments to ground rent expense for the next five years and thereafter is as follows:

2018	\$(562,019)
2019	(577,480)
2020	(457,483)
2021	(487,315)
2022	(534,249)
2022	Thereafter 29,738
Total	<u>\$ (2,588,808)</u>

(6) Bonds Payable

On September 1, 2012 pursuant to the Loan and Security Agreement between Public Finance Authority (the Authority) and the members of TriPs and pursuant to the Indenture of Trust between New York City Industrial Development Agency (NYCIDA) and The Bank of New York Mellon, the Authority and NYCIDA authorized the issuance of Revenue and Refunding Bonds (the Bonds). Subject to the terms of the Master Trust Indenture (the Master Indenture) and the First Supplemental Master Trust Indenture (the Supplemental) between members of TriPS and Well Fargo Bank, National Association (the Master Trustee) on September 1, 2012, the following Bonds were issued on September 13, 2012 for a total principal of \$431,850,000:

- \$126,875,000 New York City Industrial Development Agency Senior Airport Facilities Revenue and Refunding Bonds Series 2012A (NYCIDA Series A);
- \$189,400,000 Public Finance Authority Senior Airport Facilities Revenue and Refunding Bonds Series 2012B (PFA Series B);
- \$27,675,000 Public Finance Authority Senior Airport Facilities Revenue and Refunding Bonds Series 2012C (PFA Series C);
- \$11,535,000 Public Finance Authority Subordinate Class B Airport Facilities Revenue and Refunding Bonds Series 2012D (PFA Series D);

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,

2017

- \$15,800,000 Public Finance Authority Senior Airport Facilities Revenue and Refunding Bonds Series 2012E (PFA Series E);
- \$54,465,000 Public Finance Authority Subordinate Class B Airport Facilities Revenue and Refunding Bonds Series 2012F (PFA Series F);
- \$6,100,000 Public Finance Authority Senior Airport Facilities Revenue and Refunding Bonds Series 2012G (PFA Series G).

The following describes each of the individual Bonds:

Interest rate

Maturity date

7/1/2018 7/1/2019 7/1/2020 7/1/2021 7/1/2022 7/1/2028 7/1/2022 7/1/2028 7/1/2042 7/1/2022 7/1/2028 7/1/2042 7/1/2042
7/1/2023 7/1/2023 7/1/2027

Bond description

NYCIDA Series A NYCIDA Series A NYCIDA Series A NYCIDA Series A NYCIDA Series A NYCIDA Series A PFA Series B (2022) PFA Series B (2028) PFA Series B (2042) PFA Series C (2022) PFA Series C (2028) PFA Series C (2042) PFA Series D PFA Series E PFA Series F (2023) PFA Series F (2027)

Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed Fixed

5.00 %

5.00

5.00

5.00

5.00

5.00

5.00

5.25

5.00

5.00

5.25

5.00

6.15

5.00

5.40

5.55

Principal Balance as of December

31, 2017

\$ 9,655,000 5,830,000 6,535,000 6,400,000 8,805,000 62,015,000 40,345,000 41,265,000 92,910,000 5,885,000
6,050,000 13,585,000 11,535,000 6,670,000 20,785,000 19,810,000

\$ 358,080,000

The Bonds bear interest at a fixed weighted average interest rate of 5.12%, and subject to the terms of the respective note agreements, require quarterly, semi-annual or annual interest and principal payments.

The \$6,100,000 PFA Series G bonds were paid off effective July 1, 2017.

In connection with the application of pushdown accounting as described in note 2, the carrying amounts of the bonds was increased by \$23,605,600 based on our estimate of their fair value as of December 16, 2015, resulting in an effective weighted average interest rate of 3.96%. We amortize the fair value adjustment as a component of interest expense using the effective interest method over the remaining term of the bonds.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

The bonds payable at December 31, 2017 are summarized as follows:

Bonds payable	358,080,000
<u>Unamortized premium</u>	<u>16,887,450</u>
<u>Total bonds payable</u>	<u>\$ 374,967,450</u>

Future principal payments on the bonds at December 31, 2017 are as follows:

2018	\$ 22,165,000
2019	18,985,000
2020	20,355,000
2021	20,910,000
2022	22,720,000
Thereafter	252,945,000
Total	\$ 358,080,000

Each member of the Company is jointly and severally liable on the obligations of all members created under the Master Trust Indenture and the full faith and credit of each member is pledged for the payment of all sums due or to become due. In order to secure the performance of such obligations, each of the members assigns and pledges in favor of the Master Trustee a security interest in all the trust accounts established under the Master Trust Indenture (except for the rebate fund) all gross revenues, certain mortgages and certain real or personal property of the members.

Pursuant to the Master Indenture we are required to maintain various restricted funds and accounts.

The restricted cash and cash equivalents balance at December 31, 2017 is summarized as follows:

General revenue fund	\$ 2,973,310
Current operations fund	11,837,062
Tenant improvement fund	979,842
Debt service fund payment account - Senior	11,538,634
Debt service fund payment account - Subordinate	2,052,519
Debt service fund principal and interest - Senior and Subordinate	5,959,762
Debt service reserve fund - Senior	11,292,851
Debt service reserve fund - NYCIDA	7,310,000
Maintenance reserve fund	68,075
Facility surplus fund	6,794,066
Rebate fund	-
Renewal fund	82
<u>Restricted cash and cash equivalents</u>	<u>\$ 60,806,203</u>

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December
31, 2017

The revenue fund includes a general account and a prepaid rent account. We are required to transfer all gross revenues received within the current month to the Master Trustee; other than amounts needed to pay ground rents. On or before the 15th day of each month, the Master Trustee shall withdraw and pay from the amounts on deposit in the general revenue fund the following amounts in the order of priority of payments: (i) fees and expenses of the trustee; (ii) deficiency amount in the rebate fund; (iii) current month of operations and maintenance expenses for each Facility as requested and transferred to the current operations fund; (iv) amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies with respect to the Senior Bonds that is transferred to the debt service fund; (v) amount sufficient to make the balance in each debt service reserve fund equal the Debt Service Reserve Requirement for the Senior Bonds; (vi) amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies with respect to the Subordinate Class A Bonds that is transferred to the debt service fund; (vii) amount sufficient to make the balance in each debt service reserve fund equal the Debt Service Reserve Requirement for the Subordinate Class A Bonds; (viii) amount equal to the Budgeted Operation and Maintenance amount of all Facilities for the next six months; (ix) current month of maintenance reserve and tenant improvement fund amounts; (x) amount sufficient to make all Required Monthly Deposits and to remedy any prior deficiencies with respect to the Subordinate Class B Bonds that is transferred to the debt service fund; and (xi) the balance, if any, to the facility surplus fund.

The current operations fund is used to pay Operation and Maintenance Expenses and the tenant improvement fund is used to pay for any Tenant Improvements for any Facility.

The debt service fund includes a payment account, which is used to pay all amounts of Debt Service and shall be applied by the Master Trustee to debt service due and payable in the following order of priority; (i) Senior Bonds; (ii) Subordinate Class A bonds; and (iii) Subordinate Class B bonds, and a reserve fund, which is used to secure such Bonds in at least the amount of the Debt Service Reserve Requirement.

We are required to maintain a debt service reserve requirement fund for NYCIDA Series A in an amount equal to 50% of the maximum annual debt service requirements for the Series A Bonds, but in no event greater than the least of (i) 10% of the Net Proceeds of the Outstanding Series A Bonds, (ii) 100% of the greatest amount required in the then current or any future calendar year to pay the sum of the scheduled principal and interest payable on Outstanding Series A Bonds or (iii) 125% of the average annual amount required in the then current or any future calendar year to pay the sum of scheduled principal and interest on Outstanding Series A Bonds.

The Debt Service Reserve Requirement for the Senior and Subordinate Class A Bonds (PFA Series B, PFA Series C, and PFA Series E) is an amount equal to 50% of the maximum annual debt service requirements for the series of Bonds, but in no event greater than the least of (i) the maximum annual principal and interest requirements of such Bonds, (ii) 10% of the Sale Proceeds and (iii) 125% of the average annual principal and interest requirements of such Bonds plus \$100,000.

The maintenance reserve fund is used to pay for all costs related to improvements and reasonable and necessary expenses to maintain the physical plant of the Facilities. The funding amount is equal to \$0.13 times the aggregate number of square feet of building space at all Facilities, as shall be adjusted from time to time.

The rebate fund is used to pay to the United States the Rebate Payment, the minimum amount of rebatable arbitrage required to be paid, with respect to any particular Bond.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements

December 31, 2017

We are required to transfer all proceeds from insurance or condemnation awards to the renewal fund. The Master Trustee shall disburse these funds to pay for the cost of constructing or acquiring replacement facilities.

Any excess cash is transferred to the facility surplus fund. Quarterly on each February 16, May 16, August 16 and November 16, we may request the funds in the facility surplus fund from the Master Trustee. The excess funds are released upon receipt of a Qualified Distribution Notice certifying that (i) our Senior Debt Service Coverage Ratio equals or exceeds 1.30; (ii) our Projected Senior Debt Service Coverage Ratio equals or exceeds 1.30; (iii) we have no knowledge of an existing event of default and (iv) the waterfall of monthly payments has been satisfied.

We are required to maintain a Debt Service Coverage Ratio of at least 1.25. Our actual debt service coverage ratio at December 31, 2017 is 1.84.

7) **Derivative Instrument - Fixed Return Swap**

On September 24, 2001, and as subsequently amended on April 22, 2005 and September 13, 2012, pursuant to the Purchase and Resale Agreement (the Agreement) between Wells Fargo Bank, National Association (as Provider), The Bank of New York Mellon (as Trustee) and JFK, we entered into a fixed return swap to hedge against fluctuations in investment returns received on a certain debt service fund restricted cash and cash equivalent account. As required under the bond agreements, cash is deposited into a restricted account held with the Trustee which is subsequently invested in long-term securities. The fixed return swap provides us with a fixed rate of interest of 5.63% on the principal balance of all securities invested. In exchange, the counterparty receives the investment return from the underlying securities. As of December 31, 2017 the balance in the restricted account is \$7,310,000. We have not elected to qualify these derivatives for hedge accounting.

A summary of the Agreement liability is as follows:

Number of**Agreement contracts**

	<u>Entity</u>	<u>Contract</u>	<u>maturity date outstanding</u>
JFK	Fixed return swap	July 1, 2028	1

8) **Fair Value Measurement**

We account for our fair value measurements in accordance with ASC 820, Fair Value Measurement (ASC 820). This statement provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820, we may use valuation techniques consistent with the market, income or cost approach to measure fair value.

To increase consistency and comparability in fair value measurements and related disclosures, we utilize the fair value hierarchy, which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels:

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements

December 31, 2017

Level 1 - Quoted prices in active markets for identical securities

Level 2 - Valuations determined using inputs that are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date. '

Level 3 - Valuations determined using significant unobservable inputs. Unobservable inputs reflect our own assumptions about the factors market participants would use in pricing an investment, and would be based on the best information available in the circumstances.

The valuation of the Fixed Return Swap is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected cash flow of the instrument. This analysis reflects the contractual terms of the agreement, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. In adjusting the fair value of the Fixed Return Swap for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements. To comply with the provisions of ASC 820, we incorporated credit valuation adjustments (CVA) to appropriately reflect both our own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurement. As not all inputs obtained related to our CVA's are observable, the Fixed Return Swap is considered to be Level 3 of the fair value hierarchy.

The following table sets forth our financial liabilities that are accounted for at fair value on a recurring basis as of December 31, 2017:

December 31, 2017

<u>Quoted prices in</u> <u>active markets</u> <u>for identical observable</u> <u>assets inputs</u> <u>(Level 1)</u>	<u>Significant other</u> <u>inputs</u> <u>(Level 2)</u>
---	---

Unobservable inputs (Level 3)

Liability:

Fixed return swap

2020		48,526,660
2021	' 37,501,484	
2022		33,305,323
Thereafter	118,227,897	
	Total	\$ 367,290,253

The facilities total approximately 10,920,000 square feet of rentable space and are in aggregate leased to approximately 155 tenants, including all-cargo carriers, passenger carriers providing cargo lifts in their passenger aircraft, freight forwarders, ground service and handling companies and a variety of specialty firms whose business needs require an on-airport location.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements December 31,
2017

For the year ended December 31, 2017, approximately 16.5% of the rental income was derived from Federal Express and 10.1% was derived from Delta Air Lines. No other tenants comprised more than 10% . of the total revenues.

10) Related Party Transactions

On December 16, 2015, we entered into a management agreement with Aeroterm Management, LLC, (the Manager), an indirect related party of the Acquirer, to serve as the property, leasing and development manager for the Facilities. The management agreement requires the following fee structures, as defined in the management agreement, be paid.

Property management fee Leasing fee

Development fee Construction management fee

Fee structure

3% to 5% of annual Gross Revenues.

3.5% of aggregate monthly base rent of the initial lease term; 3.5% of aggregate monthly base rent of expanded premises

through the remaining initial or renewal term; 2.5% of the aggregate monthly base rent in the first 3 years and 1% of the aggregate monthly base rent in years 4 through and including year 10 of any renewal or extension term. 4% of total costs to develop such Development Investment

excluding certain specified expenses. 7.5% of construction hard costs for projects that are \$500,000 or less; Sum of 7.5% of the first \$500,000 of construction hard costs and 5% of the costs in excess of \$500,000 for projects that are in excess of \$500,000 in total.

Total fees incurred were \$5,578,997 during the year ended December 31, 2017. Leasing fees are capitalized over certain thresholds or if less than \$2,500 expensed, which is included in the property management and other related fees on the consolidated statement of operations. Construction management fees and development fees are capitalized or expensed if the associated construction project is less than \$10,000, which is de minimis in nature, and is included in property operating expenses on the consolidated statement of operations. We did not incur any development fees in 2017.

Total fees payable at December 31, 2017 are \$614,717 and are included in due to related parties on the consolidated balance sheet.

RALP is the holder of certain bonds payable, PFA Series D, PFA Series F (2023) and PFA Series F (2027). Included in interest expense in the consolidated statement of operations is \$2,887,066 of interest that was paid or payable to RALP during the year ended December 31, 2017. At December 31, 2017, \$732,813 of accrued interest due to RALP is included on the consolidated balance sheet.

11) Commitments and Contingencies

In the ordinary course of business, there may be various claims or lawsuits brought by or against the Company. Management is not aware of any claims or lawsuits that could materially affect the financial position, results of operations or our liquidity.

(Continued)

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC

Notes to Consolidated Financial Statements

December 31, 2017

(12) Subsequent Events

On January 11, 2018, we signed an eminent domain settlement with the City of Houston. The City will pay \$793,643 in exchange for all rights to two undeveloped parcels of land owned by Greensmor.

We have performed an evaluation of subsequent events through March 9, 2018, the date the consolidated financial statements were available to be issued.

APPENDIX II - FORM OF CONTINUING DISCLOSURE AGREEMENT

[This Page Intentionally Left Blank]

APPENDIX II

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement"), dated April 11, 2018, is executed and delivered by Transportation Infrastructure Properties, LLC, as Obligated Group Representative (the "Representative") on behalf of the Members of the Obligated Group identified in the Master Trust Indenture (as hereinafter defined) (each a "Member" and, collectively, the "Obligated Group") and Digital Assurance Certification, L.L.C, as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided by DAC under this Agreement solely relate to the execution of instructions received from the parties hereto through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer (hereinafter defined), the Obligated Group or anyone on the Issuer's or the Obligated Group's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) herein, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Obligated Group for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Agreement.

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Borrowers" means Aero Chicago Distribution Infrastructure, LLC and Aero Chicago, LLC.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Obligated Person pursuant to Section 8 hereof.

"Disclosure Representative" means Chief Financial Officer of the Obligated Group or his or her designee, or such other person as the Obligated Group shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Obligated Group's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access System maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or

H-1

telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices and the Failure to File Event Notices.

"Issuer" means the City of Chicago, as issuer of the Bonds.

"Master Trust Indenture" means the Master Trust Indenture, dated as of September 1, 2012, as supplemented by a First Supplemental Master Trust Indenture, dated as of September 1, 2012 and further supplemented by the Second Supplemental Master Trust Indenture, dated as of April 1, 2018, by and among the Borrowers, the Representative on behalf of the Members of the Obligated Group, and Wells Fargo Bank, National Association, as master trustee or its successors as master trustee thereunder.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Agreement.

"Obligated Person" means any person, including each Member of the Obligated Group, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support, payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

"Quarterly Filing Date" means the date, set in Sections 2(a), by which the Quarterly Report is to be filed with the MSRB.

"Quarterly Financial Information" means quarterly financial information specified in Section 3(c) of this Agreement.

"Quarterly Report" means an Quarterly Report described in and consistent with Section 3 of this Agreement.

"Trustee" means The Bank of New York Mellon Trust Company, N.A, and its successors and assigns.

SECTION 2. Provision of Annual Reports. Quarterly Reports and Required Consultant Reports.

(a) The Representative shall provide, (i) annually, an electronic copy of the Annual Report to the Disclosure Dissemination Agent, together with a copy each for the Issuer and the Trustee, not later than one hundred twenty (120) days after the end of each fiscal year of the Obligated Group, commencing with the fiscal year ending December 31, 2018 (such date and each anniversary thereof is the Annual Filing Date), (ii) quarterly, an electronic copy of the Quarterly Report to the Disclosure Dissemination Agent, together with a copy each for the Issuer and Trustee, not later than forty-five (45) days after the end of each fiscal quarter, commencing with the fiscal quarter ending June 30, 2018 (such date and the date ending each fiscal quarter thereafter is the Quarterly Filing Date), and (iii) an Independent Consultant's (as defined in Sections G.4(c) and (d) of the Master Trust Indenture) report in form and substance required by the Master Trust Indenture (such report, a "Required Consultant's Report"), at the same time and to the extent such Required Consultant's Report is required to be delivered to the Trustee under the Master Trust Indenture. Promptly upon receipt of an electronic copy of the Annual Report, the Quarterly Report or the Required Consultant's Report, the Disclosure Dissemination Agent shall provide an Annual Report, a Quarterly

H-2

Report or a Required Consultant's Report, as applicable, to the MSRB. Each of the Annual Report, the Quarterly Report or the Required Consultant's Report, as applicable, may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Agreement.

b) If on the fifth (5th) day prior to the Annual Filing Date or Quarterly Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Representative of its undertaking to provide the Annual Report or Quarterly Report, as applicable, pursuant to Section 2(a).

c) If the Disclosure Dissemination Agent has not received an Annual Report or Quarterly Report, as applicable, by 6:00 p.m. Eastern time on the Annual Filing Date or Quarterly Filing Date, as applicable, (or, if such Annual Filing Date or Quarterly Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter), a Failure to File Event shall have occurred and the Representative irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report or Quarterly Report, as applicable, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C.

d) If Audited Financial Statements of the Obligated Group are prepared but not available prior to the Annual Filing Date, the Obligated Group shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, together with a copy each for the Issuer and the Trustee, for filing with the MSRB.

e) The Disclosure Dissemination Agent shall:

- i) verify the filing specifications of the MSRB on an annual basis prior to the Annual Filing Date; and
- ii) provide the Obligated Group, the Trustee and the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Agreement.

f) The Representative may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date or Quarterly Filing Date to the Disclosure Dissemination Agent, the Issuer, the Trustee and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Agreement and that is accompanied by all other information

required by the terms of this Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports and Quarterly Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Obligated Group, including the following information provided in the Official Statement in "THE OBLIGATED GROUP AND THE GROUP REPRESENTATIVE," the information under the subheading "The Members and the Facilities," "THE FACILITIES, MANAGEMENT AND THE TENANTS": financial information and operating data of the type set forth under the subheadings "General," "The Facilities," "Major Tenants" and "Actual Historical Cash Flows" (presented in the format and including the information set forth in the tables). In addition, the Annual Report shall contain a breakdown of projected Revenues for each of the Facilities through the final maturity date of the Bonds containing the same information in the same format as provided in accordance with the Continuing Disclosure Agreement dated September 13, 2012 between the Representative and DAC.

H-3

b) Audited Financial Statements prepared in accordance with generally accepted accounting principles ("GAAP") as described in the Official Statement, subject to Section 2(d) hereof, will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

c) Each Quarterly Report shall contain Quarterly Financial Information with respect to the Obligated Group, including the following information: (i) unaudited financial information of the Obligated Group for such preceding fiscal quarter, including a combined statement of operations prepared on a budget comparative basis for such fiscal quarter and Fiscal Year to date, a combined statement of financial position, a combined statement of cash flows and a combined statement of changes in Members' equity; (ii) an occupancy report for each Member as described in Section G. 10(c) of the Master Trust Indenture; (iii) subleasing and rental information of the type contained in the Official Statement under "THE FACILITIES, MANAGEMENT AND THE TENANTS," "The Facilities" for each Project, Mortgaged Property and Additional Property (as such terms are defined in the Master Trust Indenture); (iv) a table updating Exhibit E to the Master Trust Indenture; (v) the items relating to the rate covenant and coverage ratios required by Section G.4 of the Master Trust Indenture; and (vi) a copy of a Notice of Reserve Fund Increase or a Notice of Reserve Fund Decrease, each as defined in the Master Trust Indenture, if such Notice of Reserve Fund Increase or Notice of Reserve Fund Decrease, as applicable, has been delivered to the Master Trustee during such preceding fiscal quarter.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Obligated Group is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Representative will clearly identify each such document so incorporated by reference.

Any Annual Financial Information or Quarterly Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice

Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;

11-4

Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Representative shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent, the Issuer and the Trustee in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to Section 4(c) hereof. Such notice shall identify the Notice Event that has occurred (which shall be any of the categories set forth above), include the text of the disclosure that the Representative desires to make, contain the written authorization of the Representative for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

b) The Disclosure Dissemination Agent is under no obligation to notify the Obligated Group or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Obligated Group or the Disclosure Representative, such notified party will within two business days of receipt of such notice (but in any event not later than the tenth (10th) business day after the occurrence of the Notice Event, if the Obligated Group determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to Section 4

(c) hereof. Such notification shall identify the Notice Event that has occurred, include the text of the disclosure that the Obligated Group desires to make, contain the written authorization of the Obligated Group for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Group desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10th) business day after the occurrence of the Notice Event).

c) If the Disclosure Dissemination Agent has been instructed by the Obligated Group as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, Quarterly Reports and Required Consultant's Reports, documents incorporated by reference to the Annual Reports, Quarterly Reports, Audited Financial Statements, Notice Event notices, and Failure to File Event notices, the Obligated Group shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Obligated Group acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated

H-5

under the Securities Exchange Act of 1934, may apply to the Obligated Group, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Agreement do not extend to providing legal advice regarding such laws. The Obligated Group acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Agreement.

SECTION 7. Termination of Reporting Obligation. The obligations of the Obligated Group and the Disclosure Dissemination Agent under this Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Obligated Group is no longer an Obligated Person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 8. Disclosure Dissemination Agent. The Obligated Group may, upon thirty (30) days written notice to the Disclosure Dissemination Agent, the Issuer and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Obligated Group or DAC, the Obligated Group agrees to appoint a successor Disclosure Dissemination Agent or, alternatively, agrees to assume all responsibilities of the Disclosure Dissemination Agent under this Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Obligated Group shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty (30) days' prior written notice to the Representative.

SECTION 9. Remedies in Event of Default. In the event of a failure of the Obligated Group or the Disclosure Dissemination Agent to comply with any provision of this Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Agreement. Any failure by a party to perform in accordance with this Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 10. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Obligated Group has provided such information to the Disclosure Dissemination Agent as required by this Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Obligated Group and shall not be deemed to be

acting in any fiduciary capacity for the Obligated Group, the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Obligated Group's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Obligated Group has complied with this Agreement. The Disclosure Dissemination Agent may conclusively rely upon written certifications of the Obligated Group at all times.

The obligations of the Obligated Group under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Obligated Group.

c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

H-6

SECTION 11. No Issuer Responsibility. The Representative and the Disclosure Dissemination Agent acknowledge that neither the Issuer nor the Trustee have undertaken any responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Agreement, and shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the Representative and the Disclosure Dissemination Agent may amend this Agreement and any provision of this Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to each of the Representative and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither of the Representative or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Representative and the Disclosure Dissemination Agent shall have the right to adopt amendments to this Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than twenty (20) days written notice of the intent to do so together with a copy of the proposed amendment to the Trustee and the Issuer.

SECTION 13. Beneficiaries. This Agreement shall inure solely to the benefit of the Representative, the Issuer (as a third party beneficiary), the Trustee (as a third party beneficiary), the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Agreement shall be governed by the laws of the State of New York (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

H-7

The Disclosure Dissemination Agent and the Representative have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C, as Disclosure
Dissemination Agent

By: _ Name: Title:

TRANSPORTATION INFRASTRUCTURE PROPERTIES, LLC, as
Representative

By: _ Name: Title: '

I-I-S

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer: Obligated Person(s): Name of Bond Issue: Date of Issuance: Date of Official Statement:
City of Chicago
Transportation Infrastructure Properties Obligated Group
Senior Special Facilities Revenue Bonds (TriPs Obligated Group) Series 2018
April 11, 2018
March 28, 2018

Maturities, Amounts, Interest Rates, Prices or Yields and CUSIP¹ Numbers

\$6,570,000 5.00% Term Bonds due July 1, 2033; Yield 3.75%⁺⁺; CUSIP* 167590EY0
\$24,735,000 5.00% Term Bonds due July 1, 2038; Yield 3.90%⁺⁺; CUSIP¹167590EZ7
\$88,430,000 5.00% Term Bonds due July 1, 2048; Yield 4.00%[^]; CUSIP* 167590FA1

¹ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. The CUSIP numbers listed are being provided solely for the convenience of the bondholders only at the time of sale of the Series 2018 Bonds and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to change after the sale of the Series 2018 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2018 Bonds.

^M Yield to the July 1, 202X optional redemption date.

H-9
EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT/QUARTERLY REPORT]

City of Chicago

Transportation Infrastructure Properties Obligated Group

Senior Special Facilities Revenue Bonds (TriPs Obligated Group) Series 2018

Date of Issuance:

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that Transportation Infrastructure Properties, LLC (the "Representative") has not provided [an Annual Report/a Quarterly Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated April 11, 2018, by and between the Representative on behalf of the Obligated Group and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Representative has notified the Disclosure Dissemination Agent that it anticipates that the [Annual Report/Quarterly

Report] will be filed by .

Dated:

Digital Assurance Certification, L.L.C, as Disclosure Dissemination Agent,
on behalf of the Obligated Group

cc: Issuer
Obligated Group Trustee

H-10

EXHIBIT C

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached:

Description of Notice Events (Check One):

1. "Principal and interest payment delinquencies;"
2. "Non-Payment related defaults, if material;"
3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. "Substitution of credit or liquidity providers, or their failure to perform;"
6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. "Modifications to rights of securities holders, if material;"
8. "Bond calls, if material;"
9. "Defeasances;"
10. "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. "Rating changes;"
12. "Tender offers;"
13. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly: Signature:

Name: Title:

Digital Assurance Certification, L.L.C. 390 N. Orange
Avenue Suite 1750 Orlando, FL 32801 407-515-1100

Date:

H-1 1

[This Page Intentionally Left Blank]

APPENDIX 1 - FORM OF APPROVING OPINION OF CO-BOND COUNSEL

\

[This Page Intentionally Left Blank]

APPENDIX I

FORM OF APPROVING OPINION OF CO-BOND COUNSEL

April 11,2018

City of Chicago
Chicago, Illinois

The Bank of New York Mellon Trust Company, N.A.,
as trustee for the below captioned Bonds
Chicago, Illinois

Re: \$119,735,000 City of Chicago Chicago O'Hare International Airport Senior

Special Facilities Revenue Bonds (TriPs Obligated Group). Series 2018

Ladies and Gentlemen:

We have acted as Co-Bond Counsel to the City of Chicago (the "Issuer") in connection with the issuance of its \$19,735,000 Chicago O'Hare International Airport Senior Special Facilities Revenue Bonds (TriPs Obligated Group), Series 2018 (the "Bonds"). The Bonds are being issued pursuant to: (i) Article VII of the Constitution of the State of Illinois (the "Constitution"), and (ii) a Trust Indenture dated as of April 1, 2018 (the "Bond Indenture") by and between The Bank of New York Mellon Trust Company, N.A., as bond trustee (the "Chicago Bond Trustee"), and the Issuer, to accomplish the public purposes of the Constitution by providing funds to (i) finance or refinance the acquisition, construction, equipping and/or improvement of the Project Facilities (defined herein), (ii) fund a deposit to the Debt Service Reserve Fund for the Bonds and (iii) pay the costs of issuance of the Bonds (the "Project"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Bond Indenture.

The Issuer leases, via separate ground leases (each, a "Ground Lease"), certain property at Chicago O'Hare International Airport to Aero Chicago, LLC and Aero Chicago Distribution Infrastructure, LLC (together, the "Borrowers") to operate a fueling station, air cargo facilities and related facilities thereon (the "Project Facilities"). The Issuer owns the land on which the Project Facilities are located in fee simple, and each Ground Lease is for a term of not more than 80 percent of the reasonably expected life of the Project Facilities. None of the Ground Leases provides either Borrower with the option to purchase the Project Facilities other than at fair market value (as of the time such option is exercised). Each Borrower has irrevocably elected not to claim depreciation or an investment credit with respect to the Project Facilities, which election is noted in the land records of Chicago.

The Issuer and the Borrowers have entered into a Loan and Security Agreement dated as of April 1, 2018 (the "Loan Agreement"), whereby the Issuer is loaning the proceeds of the Bonds to the Borrowers to finance the Project.

The Bonds are secured by that certain Senior Master Indenture Promissory Note No. 2018-1 (the "Master Note"), issued by, and evidencing a joint and several obligation of, all of the Members of the Obligated Group (including, without limitation, the Borrowers) under that certain Master Trust Indenture, dated as of September 1, 2012, between the Members of the Obligated Group and Wells Fargo Bank, National Association, as Master Trustee (the "Master Trustee"), as amended and supplemented by that certain First Supplemental Master Trust Indenture, dated as of September 1, 2012 and that certain Second Supplemental Master Trust Indenture, dated as of April 1, 2018, between the Master Trustee and the Members of the Obligated Group (together, the "Master Indenture").

To secure the joint and several obligations evidenced by the Master Note and all other Obligations of the Obligated Group under the Master Indenture: (i) certain Members of the Obligated Group have entered into leasehold mortgages or deeds of trust (collectively, the "Mortgages"), pursuant to which each such Member of the Obligated Group will grant to the Master Trustee a lien on its interest in air cargo and related facilities, including the Project Facilities, or other property pledged as additional collateral; and (ii) each Member of the Obligated Group has pledged and granted a security interest in its Gross Revenues to the Master Trustee. The Chicago Bond Trustee's interest in the Master Note together with any amounts in the funds and accounts established under the Bond Indenture (except the Rebate Fund) are the security for the Bonds.

The Bond Indenture and the Loan Agreement are hereinafter referred to as "Bond Documents". The Bond Indenture, the Master Indenture, the Master Note, the Loan Agreement and the Mortgages are hereinafter referred to collectively as the "Financing Documents".

The Internal Revenue Code of 1986, as amended (the "Code") contains various requirements pertaining to the exclusion of interest on bonds from the gross income of the holders thereof including various requirements pertaining to (a) use of the

1-1

proceeds of the Bonds, (b) the maturity of, and security for, the Bonds, (c) the payment to the United States of certain amounts canted from investment of proceeds of the Bonds, (d) the procedure for issuance of the Bonds, (e) governmental ownership under the safe harbor provided in Section 142(b)(1)(B) of the Code, and (f) filings with the Internal Revenue Service in respect of the Bonds.

The Issuer has, and the Borrowers have, certified that the Bonds meet the requirements of the Code on the date hereof, and the Issuer has, and the Borrowers have, covenanted that the requirements of the Code will be met as long as any of the Bonds are outstanding. The exclusion from gross income of the interest on the Bonds depends upon and is subject to the accuracy of the certifications by the Issuer and the Borrowers with respect to the use of proceeds, investment of proceeds and rebate of earnings on the proceeds of the Bonds and to present and continuing compliance with the requirements of the Code. Failure to comply with these requirements could cause interest on the Bonds to become required to be included in gross income as of the date hereof or as of some

later date.

The Issuer has, and the Borrowers have, covenanted in the Bond Documents that they will not use the proceeds of the Bonds or any moneys derived, directly or indirectly, from the use or investment thereof in a manner which would cause the Bonds to be "arbitrage bonds" as that term is defined in Section 148(a) of the Code. An officer of the Issuer responsible for issuing the Bonds, and an authorized representative of each Borrower has executed a certificate stating the reasonable expectations of the Issuer and the Borrowers on the date of issuance as to future events that are material for purposes of Section 148 of the Code pertaining to arbitrage and certain other matters (the "Tax Matters Certificate"). Also, the Issuer will file with the Internal Revenue Service a report of the issuance of the Bonds as required by Section 149(c) of the Code as a condition of the exclusion from gross income of the interest on the Bonds.

In our capacity as Co-Bond Counsel, we have examined such documents, records of the Issuer and other instruments as we deemed necessary to enable us to express the opinions set forth below, including original counterparts or certified copies of each of the Financing Documents, and the other documents listed in the Closing Index in respect of the Bonds, and the executed Bonds. We assume that each of the Financing Documents has been duly authorized, executed and delivered by the Trustee, the Master Trustee and/or the Members of the Obligated Group, as applicable. We do not render any opinion with respect to the priority of the lien and the Mortgages or title to the Project Facilities.

Based on the foregoing, it is our opinion that:

1. The Issuer has full power under the Constitution to enter into, execute, deliver and perform its obligations under, and accept, as applicable, each of the Bond Documents, and to issue, sell and deliver the Bonds.

2. The execution and delivery of the Bond Documents have been duly authorized by all necessary action on the part of the Issuer and the Bond Documents have been duly executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, each such document constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its respective terms, except to the extent the enforceability thereof may be limited by future proceedings under bankruptcy, reorganization, debt arrangement, insolvency, moratorium or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights generally.

3. The issuance and sale of the Bonds have been duly authorized by the Issuer; the Bonds have been duly executed and delivered by the Issuer; and, on the assumption that all Bonds have been authenticated by the Chicago Bond Trustee, such Bonds are entitled to the benefit and security of the Bond Indenture and the trust created thereby and are legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, except to the extent the enforceability thereof may be limited by future proceedings under bankruptcy, reorganization, debt arrangement, insolvency, moratorium or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights generally.

4. Assuming the accuracy of the certifications of the Issuer and the Borrowers and their continued compliance with their respective covenants in the Financing Documents, interest on the Bonds is excludable from gross income for purposes of federal income taxation under existing laws as enacted and construed on the date hereof (except for interest on any Bonds while held by a substantial user of the Project Facilities or a related person as defined in Section 147(a) of the Code). Interest on the Bonds will be a preference item for purposes of determining individual federal alternative minimum tax. For corporations, tax legislation enacted in 2017 eliminated the alternative minimum tax for taxable years beginning after December 31, 2017; no opinion is being provided with respect to the alternative minimum tax imposed on corporations for taxable years beginning before January 1, 2018.

We express no opinion regarding taxation of the Bonds or interest on the Bonds in any state.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or

1-2

Railroad Retirement benefits, certain S Corporations with "excess net passive income" and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. We express no opinion as to such collateral income tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors as to such consequences.

We express no opinion herein with respect to the adequacy or accuracy of the Offering Statement or any other offering document or other information pertaining to the offering for sale of the Bonds.

We call your attention to the fact that the Bonds are special, limited obligations of the Issuer payable only out of payments to be made by the Members of the Obligated Group pursuant to the Master Note and certain other moneys available therefor and that the Bonds are not a debt of the State of Illinois (the "State") or any other political subdivision of the State, and neither the State nor any other political subdivision of the State will be liable for the payment of the Bonds. The full faith and credit of the Issuer, the State or any political subdivision of the State are not pledged to the payment of the principal of or interest on the Bonds.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion as to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

[This Page Intentionally Left Blank]

APPENDIX J - INDEPENDENT CONSULTANT REPORT

[This Page Intentionally Left Blank]

COMMERCIAL REAL ESTATE SERVICES

Victoria Pierce, MAI, AI-GRS
Director CBRE, Inc.

321 North Clark Street 34th Floor
Chicago, Illinois 60654

+ 1 312 233 8677 Tel + 1 312 925 1354 Cell

victoria.pierce@cbre.com
<mailto:victoria.pierce@cbre.com>www.cbre.com
<http://www.cbre.com>

Mr. David Rose

Senior Vice President - Fund Manager Aeroterm
201 West Street, Suite 200 Annapolis, Maryland, 21 401

Dear Mr. Rose,

On behalf of CBRE, we are pleased to present this market assessment and cash flow roll-up of Aeroterm's U.S. Portfolio of air cargo-related facilities located on or near 25 airports. The purpose of this study has been to produce a consolidated cash flow analysis projecting performance of Aeroterm at the enterprise level. It is our understanding the intended user of this study would be Goldman Sachs, or other parties serving as bonding advisors to Realterm, the parent company for Aeroterm.

Our scope of work included addressing, in summary, the overall air-cargo industry, the competitive environment and the subject portfolio. This market study has been undertaken to provide a context for a roll-up, consolidation and projection of individual project cash flows into a single projection reflecting both long-term trends and prevailing U.S. air cargo market conditions. Finally, our report concludes with an assessment discussing the relative risk implications at the portfolio level and how that risk might affect bond pricing and debt levels.

In compiling the individual cash flows, we first reviewed the Argus Enterprise runs for each property, as prepared by Aeroterm. In many cases, we updated revenue projections to begin on the same date and to reflect current lease terms, based on lease abstracts that were uploaded for our reference. While underlying land leases often varied as to date of expiration, we made a series of compound assumptions to consolidate and project a single cash flow for the enterprise as a whole. For these purposes, cash flow available for debt service is equal to net operating income. Our results varied to some degree from Aeroterm's internal projections made prior to this engagement.

Overall, we found that the internal Aeroterm cash flow projections have been prepared in a reasonable manner and appropriately reflect the anticipated performance at both the property level and when consolidated. The following real property appraisal consulting report sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinions expressed. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), specifically Standard 5, Real Property Appraisal Consulting and Reporting. Further, we intend this report to conform to the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The staffing for this report was a team effort led by Victoria Pierce, MAI, AI-GRS, a Director within the CBRE Valuation and Advisory Services (VAS) Chicago office, who served as project manager, and P. Linas Norusis, MAI, MRICS, Senior Managing Director of VAS Chicago. In addition, local CBRE valuation professionals provided analysis of individual properties and their associated cash flows.

Please feel free to contact me with comments or questions. (312) 233- 8677 or at victoria.pierce@cbre.com. Thank you for the opportunity to present this report.

Sincerely, i

4

Victoria Pierce, MAI, AI-GRS Director
State of Illinois License No. 553.002120
Expires 09/30/2019
Phone: (312)233-8677
Email: Victoria.Pierce@cbre.com <<mailto:Victoria.Pierce@cbre.com>>

7? Aj<?+<~*~

P. Linas Norusis, MAI, MRICS
Senior Managing Director
State of Illinois License No. 553.000140
Expires: 09/30/2019
Phone: (312)233-8660
Email: P.Linas.Norusis@cbre.com <<mailto:P.Linas.Norusis@cbre.com>>

CONTENTS

01 | Cover Letter

5 | Certification

6 | Executive Summary 12 | Market Study

30 | Cash Flow Roll-Up 48 | Risk Analysis 58 | Appendix

CERTIFICATION

CERTIFICATION OF THE REAL PROPERTY APPRAISAL CONSULTING REPORT

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This real property appraisal consulting assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Victoria Pierce, MAI, AI-GRS and P. Linas Norusis, MAI, MRICS have completed the continuing education program for Designated Members of the Appraisal Institute.
11. Properties that are the subject of this report were not inspected as part of this engagement.
12. No one provided property appraisal assistance to the persons signing this report.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Victoria Pierce, MAI, AI-GRS has provided appraisal services within the previous three years for the IL, WI and IN properties included in the portfolio, and P. Linas Norusis, MAI, MRICS has not provided appraisal services regarding any property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Victoria Pierce, MAI, AI-GRS
State of Illinois License No. 553.002120
Expires 09/30/2019

P. Linas Norusis, MAI, MRICS
State of Illinois License No 553.000140
Expires: 09/30/2019

5

15. Victoria Pierce, MAI, AI-GRS and P. Linas Norusis, MAI, MRICS, the appraisers, are salaried employees and received no separate appraisal fee for this assignment.

The Aeroterm TrIPs Portfolio ("the Portfolio") is comprised of uniquely-positioned airside facilities at major gateway airports throughout the U. S. In total, this portfolio includes 80 buildings at 25 airports and more than 12.3 million square feet of warehouse and ramp space. Aeroterm is Realterm's airport real estate and infrastructure operating entity. Aeroterm specializes in the development, acquisition, financing, construction, leasing and management of airport logistics properties.

It is North America's largest owner and manager of air cargo facilities, with approximately \$2.9 billion in transactions and current assets owned or under development at many of the world's leading airports. The TrIPs portfolio is comprised of air freight-related facilities located on leased airport land, which are in turn, leased to one or more tenants in the air cargo, freight integration or aircraft parking businesses.

Realterm, as the parent company, wishes to obtain tax-exempt financing through its TrIPs air cargo portfolio, which includes the 80 Aero-term-managed facilities located across the country, to finance or refinance the acquisition, construction, equipping and/or improving of air cargo and fuel farm facilities located at Chicago O'Hare International Airport, Chicago, Illinois, leased to Aero Chicago Distribution Infrastructure, LLC ("Aero Infrastructure") and Aero Chicago, LLC ("Aero Chicago").

This analysis includes three sections:

1. The market feasibility study
2. Consolidation of individual project cash flows available for debt service
3. Risk assessment, identifying and evaluating risk profile of portfolio relative to competing investment opportunities

The following table summarizes properties by airport.

6

;; ! . . .

itifM ifiiiii s ii i ii

:: i

11

[11 si 1.1:1-

}SKB`SSS ffi

li g555

i

1)

[IHIIIilililffillil 1ii11

;" " 1 ■ "" "" 1! j! 1! I! 11 s Is 11If

s iiiiilii I II I

3 «■ "\-:S:§ 2

I.I si Is s i!g s SLj

Di... U

MARKET STUDY

In our market study, we reviewed air cargo trends, both global and domestic, to better understand supply and demand drivers for this niche in the logistics industry. We identified significant performance metrics and examined the subject portfolio in the context of its competitive environment. Finally, we considered the company and its business model and market share.

We found that air cargo represents a rather small slice of the aggregate global logistics industry that employs all modes of transportation to move goods. However, air freight represents an important, high-valued sector whose growth over the past four decades has tracked global GDP growth. Not surprisingly, air freight revenues, yields and volumes all suffered during the recent recession, but began to recover in 2010. Aggregate demand stagnated in 2011 as concerns over the European economy stalled the recovery. However, for the long term, industry leaders see steady, compound growth for the next twenty years.

The air freight industry generally reflects the 80/20 principle, where 80% of volume is moved through the top 20 U.S. airports, a handful of which may be classified as "gateways," or locations that play a significant role in global trade.

Finally, we looked at Aeroterm's relative position within this niche industry and found it is a dominant player in both national and global private development, ownership and management of airport facilities.

CASH FLOW ROLL-UP AND PROPERTY PROFILES BY MARKET

We carefully evaluated and consolidated individual cash flows available for debt service from each reporting facility. In this section, we report the result of this consolidation, followed by a more in-depth analysis of the O'Hare and Manchester markets, together with brief property profiles of these locations, including a comparison of subject rents with local benchmarks. Where possible, we also examined on-airport competition at each location.

The salient characteristics of the Aeroterm portfolio may be summarized as follows:

Local Market Areas	Property Cash Flows	Number of buildings	Total NRA (SF)	Ramp Areas (SF)	Total Site Area (AC)
25	47	80			

6,760,737 5,556,196 667.05

Source: Various sources compiled by CBRE

5%	39%	42%	30%	46%	63%	79%	54%	12%	10%	75%	38%	76%	28%	7%	19%	100%	64%	28%	100%	13%	17%	100%	100%	100%
? Aerotenn % of . Market;																								

Anchorage

Chicago O'Hare
Columbus Rickenback
Dallas-Fort Worth
Fort Lauderdale
Fort Myers
Harrisburg
Houston
Kansas City
Louisville
Manchester
Miami
Milwaukee
New Orleans
New York JFK
Newark
Norfolk
27%

Oklahoma City Orlando Pensacola Philadelphia Portland, OR Portland, ME South Bend Syracuse

Asrpterm %of. Third Party

61% 95% 62% 34% 51% 100% 100% 72% 13% 100% 100% 89% 100% 100% 50% 100% 100% 100% 41% 100% 57% 26% 100% 100% 100%
66%

1,017,604 3,543,700

346,260

51,380 121,780 203,800 1,758,817 144,060

«User/Handler. Other 3rd Party ', * Area Area'»

80.884 2.354,611 336,489 894,280 151,071

248,748 314,249

15.750 120,000 31,048 1,000,000 25,000 281,394

33,000 2,396.857 871,555

24.000

60,000 643,559

48,313 112,302

197,245

439,899

76,445 1,624,718 131,388 118,178 436,267 267,285

87,595

291,361

128,548 358,000

50,000

793,564 70,914

63,422 199,945

10,570 168,390 125,253

19,200

4,257,887

45,440 135,361

8,214,966 10,596,646

585,000 62,000 262,800

35,500 13,913

187,614

132,264 2,476,391 540,289 2,653,097 295,131 24,000 60,000 892,307 362,562 112,302 76,445 1,821,963 131,388

118,178 876,166 267,285 87,595 63,422 491,306 10,570 296,938 483,253 19,200 45,440 135,361

Airport Area Total Total 3rd Party,

2,145,138 42,504

264,000 2,882,963

253,000

36,078 166,545

210,000 171,102

1,734,868 6,082,091 803,089 2,999,357 330,631 37,913 75,750 1,199,921 393,610 1,112,302 101,445
4,248,495 173,892 415,178 6,155,986 1,391,840 87,595 99,500 707,851 10,570 1,300,502 725,269 19,200
7,318,157 30,387,656 12,472,853 45,440 135,361

RISK ANALYSIS

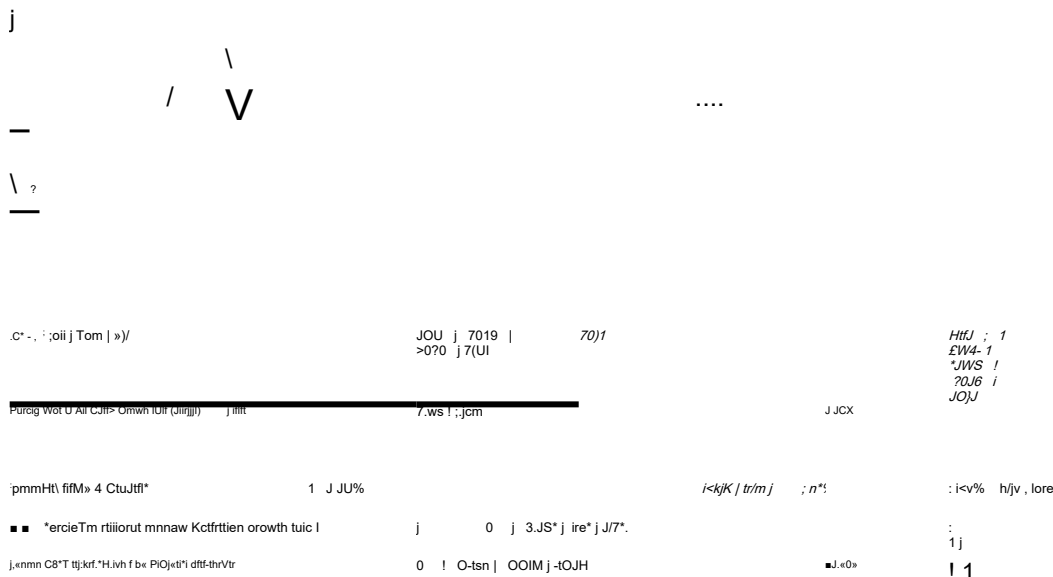
CBRE has conducted a review of the individual markets and facility cash flow projections of the Aeroterm air cargo facilities. We examined the relative risk implications at the portfolio level and how that risk might affect bond pricing and debt levels. A thorough review of the characteristics of the subject portfolio is critical to understanding the underlying risk.

Our analysis provides a review of the subject property characteristics that influence the risk profile of the portfolio. From a lender's perspective, the profile of the underlying assets will impact the borrower's anticipated ability to pay back a loan. CBRE analyzed each of the following characteristics:

10

Geographic Diversification Physical Characteristics
Market Position Demand Drivers Volatility of Cash Flows
Tenant Profile Leasing Parameters Financing Structure
Growth Opportunities

The following graph reflects various industry and economic growth projections against the actual changes in cash flows anticipated in our models. Long term, our projections of income changes lag these growth projections, thereby minimizing the risk that the economic growth is slower than the projections and reflective of historical air cargo market growth patterns.



Based on this analysis, we found the overall risk profile to be favorable for the proposed bond financing.

This section of the report examines the economic context for our evaluation of the projected performance of the Aeroterm portfolio of U.S.-based assets. We first consider the state of the U. S. economy. We found air cargo traffic to be somewhat of a trailing indicator following the movement of Gross Domestic Product (GDP). As the economy has recovered, air cargo volumes have also rebounded. We then analyze trends within the air cargo industry to better understand the market share enjoyed by Aeroterm. Finally, we look at the Aeroterm business model, reviewing company history, recent performance and set the stage for the discussion of our consolidation of individual cash flow projections.

ECONOMIC OUTLOOK

This overview of the U.S. economy, as of fourth quarter 2017, was prepared by CBRE Econometric Advisors (CBRE EA), and was released February 13, 2018. CBRE EA provides strategy and forecasting as part of CBRE's global research platform.

Economic Growth: The "Real" Economy to Remain on Firm Footing in 2018

Despite below-consensus GDP growth in Q4 2017 - 2.6% versus an expected 3.0% - the U.S. economy ended 2017 on a relatively strong note, having grown 2.3% over the year - up from 1.5% in 2016. January's impressive jobs report and an uptick in wage growth - the strongest in nearly nine years-further demonstrated the domestic economy's strength. The U.S. equity markets, however, view wage gains as a precursor to higher inflation, tighter money and, in effect, lower corporate profits, as companies must pay workers more. The result was a 6.5% drop in the Dow Jones Industrial Average. As investors try to rebalance their portfolios away from risky assets to safer ones, the 10-year Treasury will find favor with investors in the immediate term. However, expectations for higher inflation and higher government borrowing-especially when fiscal health and tighter money are a concern-will exert upward pressure on 10-year yields. We expect more volatility as asset prices get used to tighter money, but this should not derail the global or domestic economies. r

Although net imports and inventory subtracted from overall growth, core GDP - which includes business investments, consumer spending and housing-in a sign of underlying strength, grew at a solid 4.6% in Q4 2017 and 3.3% in 2017 (both adjusted for inflation) - its fastest growth since 2014. And although lower inventory levels weighed down growth in Q4, we expect a stronger buildup in inventory-owing to strong domestic demand-to contribute to stronger GDP growth in early 2018. In January, forward-looking indicators like the Purchasing Managers' Index (PMI) showed growth in inventories of manufacturing inputs to be at a 12-month high, with the largest increase in finished goods inventories in six months. The PMI survey also showed a strong uptick in new orders for durable goods - to their highest level in five months.

Moreover, a sharp reduction in the corporate income tax rate - from 35% to 21%, part of the recently enacted \$1.5 trillion tax-cut package-is expected to encourage companies to invest more in their factories and workers, thus

likely driving the unemployment rate even lower and wage growth and

12

productivity higher. Overall, strong consumption spending, higher private investment and fiscal expansion will ensure solid growth for 2018.

Labor Market: Job Gains to Moderate as Market Tightens; Wages on the Cusp of Rising Faster

Although the labor market continues to add jobs at a solid clip, we expect the rate of gains to moderate as employers have difficulty filling skilled positions from an ever-shrinking labor pool. Job gains are expected to drop from 2017's roughly 160,000 per month, to around 125,000 in 2018. The January jobs report also showed that labor market tightness may finally be translating into better pay increases for workers, with wages registering their strongest year-over-year increase (2.9%) since the Great Recession ended. We wouldn't call one data point a trend, but we would expect wage growth to accelerate further if the unemployment rate - already at a low of 4.1% - were to continue to decline.

Monetary Policy & Inflation: Expect Three Rate Hikes for 2018; Inflation Is Key

The Federal Open Market Committee (FOMC) is expected to raise the Fed Funds Rate three times this year. The impact of the fiscal stimulus and an increasingly tight labor market may make the FOMC more hawkish. Although the recent sell-off in equity markets has forced traders to dial back their expectations for Fed rates hikes in 2018 - from 3-4 hikes to 2-3 hikes (according to interest rate futures and the CME Fed Watch survey) - the underlying macroeconomic fundamentals remain intact.

In fact, the latest data from the Congressional Budget Office (CBO) shows that the U.S. economy's output gap has closed. A fiscal stimulus at this juncture will likely be inflationary, as it is expected to spur business investment and already-strong consumer spending, thus ensuring that the Fed stays on its current rate-hike path for 2018. Overall, inflation remains the key metric to watch. In January 2018, core personal consumption expenditures (PCE) was 1.5% - below the Fed's stated target of 2% inflation. Although the 10-year break-even inflation rate - a measure of inflation expectations - has climbed steadily since November 2017 (from around 1.8% then, to 2.1% in February), it remains to be seen whether inflation expectations will be sustained at this level.

The 10-year Treasury will likely hover around the 3% mark by the end of 2018. A worsening fiscal deficit position, rising national debt, faster inflation from the fiscal stimulus and the Fed's balance sheet reduction - which will gather steam in late 2018 and 2019 - will likely drive yields closer to 3%, if not slightly higher. While investors may favor U.S. Treasuries over U.S. equities in the immediate term due to the recent sell-off in the latter, concerns over longer-term fiscal health and faster inflation will likely put upward pressure on yields.

Fiscal Policy: Tax Plan to Be Stimulative in the Medium Term; Gains Will Be Modest

While there's little denying that the government's new tax plan will drive private investment, jobs and consumer spending in 2018 - and possibly until mid-2019 - the tax cuts will also increase the budget deficit by \$1.5 trillion over the next ten years. This is a major cause for concern, given the rising

13

trajectory of U.S. public debt. Moreover, much of the economic gain will likely be on the margins, as the stimulus coincides with the economy operating nearly at capacity.

In 2017, the government ran a budget deficit of \$666 billion - the largest since 2013. The Congressional Budget Office (CBO) anticipates that tax receipts under the new plan will be lower by \$10-15 billion per month. Despite these lower revenue projections, a rising fiscal deficit and growing public debt, the government is on track to borrow \$955 billion this fiscal year - an 84% jump over last year and the most in six years - and to borrow more than \$1 trillion in 2019 and more than \$1.1 trillion in 2020.

Markets are especially wary of all this additional borrowing just as the Fed is starting to pare down its balance sheet and plans to raise rates at least three times this year. Wage growth is also on the brink of picking up, which brings with it the threat of higher inflation. A confluence of these factors is expected to drive up long-term borrowing costs for the private sector, while also raising existing debt-servicing costs. In fact, investors' discomfort was all too visible on February 2, as concerns about higher borrowing and faster inflation led to the highest spike in the 10-year Treasury since 2014, which in turn, partly drove the worst weekly stock market sell-off in two years.

Implications for CRE: New Tax Plan a Net Positive

Demand for apartments remains strong, and solid economic growth this year should help renters' pocketbooks and their ability to pay more. Moreover, the new tax law should further tilt the "buy vs. rent" incentive toward "rent" with increased standard deductions that boost the lower end and decreased ability to deduct mortgage interest which will boost the higher end.

Additionally, renowned MIT economist and CBRE Senior Consultant Bill Wheaton argues that the tax reform's provision for a new and novel way to depreciate new capital investment - "expensing" - will provide huge incentive, especially for the real estate sector, to build new structures like shopping centers, industrial parks and offices. That said, there is no shortage of new investment in these property markets at present. Demand for retail space is on the wane as consumers shift to internet shopping. While demand for industrial space is healthy, a building boom is already underway in the sector. In the office sector, the rise of co-working spaces is causing some amount of unease. Therefore, while the new form of expensing might encourage new building construction, property fundamentals might not warrant it.

Trade & The Dollar: Trade Deficit to Widen; Strong Economic Fundamentals to Support the Dollar

In 2017, the U.S. trade deficit widened to a nine-year high of \$566 billion, with the deficit in goods with China hitting a record \$375 billion. Imports from Mexico also climbed to a new peak. The larger deficit was driven by higher global petroleum prices and strong domestic demand, which in turn encouraged consumers to buy more imported goods. Given that the U.S. cannot control the international price of oil nor discourage its consumers from buying imported cars or electronics, a strengthening economy in 2018 will likely widen the trade deficit further. While the government has taken a hard line with key trading partners such as China, Mexico and Canada, there's been little progress on renegotiating trade rules.

14

The U.S. dollar index has gained around 1.2% since February 2-after January's impressive jobs report and the FOMC's cautiously hawkish policy announcement-having depreciated nearly 7% between November and end-January. The depreciation pressure prior to February was likely fueled by speculation that a pickup in global growth would result in other major central banks following the Fed's lead in tightening monetary policy, thus eroding United States' yield advantage. However, the European Central Bank and the Bank of Japan have pushed back against this narrative. Going forward, stronger economic activity, along with tighter monetary policy for 2018, will likely give the dollar a boost.

CBRE EA Baseline Forecast

We've revised our baseline GDP growth for 2018 Eirpfewtotmil 20 1.\$ ffil). (I?) U upward by 20 bps relative to Q3 2017. The W.% '■ 2.1 2.5. 18: 1? U government's fiscal stimulus will boost growth, but S>fryTiwa4%:^-2.4-- 3.0-^2.2?: 1.9 11:... gains will be modest given that the economy is HifeHgmawQiWdoiij^-a^ operating at near capacity. While the unemployment W.EW,EtS,Ft^S^,aME(wri^: ^TOii(H:ot7. rate might drop lower, the forecast for monthly employment gains - unchanged from last quarter - slows to around 125,000 from 201 7's 160,000. Inflation has been revised up slightly for 2018, while our 10-year Treasury forecast remains unchanged. For 2019, we've revised the 10-year Treasury upward, partly due to the Fed's balance reduction and strained government finances. We expect a slowdown to hit in late-201 9 and last for a full year, though it would be relatively mild with GDP growth between slightly negative and 0.8% for 5 quarters. Projected job losses total 500,000 for 201 9 and around 1.2 million for 2020.

The slowdown causes the Fed to lower interest rates and the 10-year drops from 3.0% in 2018 down to 2.2% in 2019. Inflation also declines with the slowing economy. We see a quick rebound only toward the beginning of 2021 as the economy recovers, but like the past three recessions, job gains come more slowly than GDP.

Corporate tax reform, which appears likely to be enacted, could stimulate the economy overall, but not necessarily in 2018. A lot depends on how corporations, which are the primary beneficiaries of the bill, spend the money from tax savings and tax repatriation. Infrastructure policy is more likely to produce significant growth in the near term. It has been several decades since the country upgraded and replaced its aging infrastructure at a pace sufficient to spur economic growth. If Congress and the president were to craft an infrastructure spending bill similar to that passed by Congress during the 2008 financial crisis - it could potentially raise GDP growth by 50 to 75 bps annually.

Businesses, looking to compensate for needs unmet by the labor pool in this tight job market, may need to invest more on capital assets than they otherwise might have. A possible benefit might be increased productivity that boosts economic activity and extends the current expansion.

15

AIR FREIGHT MARKET PROFILE

**24 HOURS
IN AIR CARGO**
QYER8Q,0D0
!"! 20 MIUJOS

STIGIES MT: '657M1LU0B
rtmasvmm S17.8 BILLION
\$13,6 BILLION

mm-.

fl 1.1 MILLION
OVER 200?

Air cargo- and air transport connectivity are vital for modern economies, with cargo typically consisting of critical and time-sensitive goods. These goods include perishables, high-value, low-weight goods, including consumer electronics, high-fashion apparel, pharmaceuticals, industrial machinery, and other high value goods such as auto parts. Cargo moves in the bellies of passenger aircraft and in dedicated all-cargo aircraft, on both scheduled and non-scheduled routes. Belly cargo is viewed as a complementary and opportunistic source of revenue for passenger operations and generates a meaningful percentage of airline profits.

j6,H8
838 MILLION
ort infield.

A well-positioned air cargo facility enjoys a strong and sustainable market position, due to the significant operational advantages it provides to users. Air cargo facilities generally provide direct airside access for movements between airplanes located on the secure airpi

The limited availability of land with airside access and the significant cost required to construct new sites with airside infrastructure creates true barriers to entry to new supply. The economic advantages of airside access include the avoidance of double handling of goods and the expanded cut-off time available for the acceptance of goods delivery. These advantages allow air cargo facilities to deliver value at rent levels in excess of market levels for conventional distribution facilities. In fact, many tenant needs are "mission-critical" and cannot be met off-tarmac. Furthermore, demand is a function of cargo volumes and the regional need for the distribution of goods rather than tenant credit and viability. The continued streamlining of inventory management and the increasing velocity of global trade is expected to strongly favor this property class.

Supply Constraints

Physical Constraints

Air cargo facilities are difficult to duplicate because they are located on restricted parcels of land and require land parcels large enough to be functional

for the efficient movement of goods. Every airport has a finite amount of land area bordering the runways, and such land suitable for air cargo development is further reduced to that which has both taxiways and landside access (including road and highway infrastructure). Furthermore, there are substantial costs associated with the development of taxiways required for functional cargo facilities, a significant deterrent to expansion, creating further high barriers to entry.

Airport Land Use Priorities

An airport authority's land use plan usually favors meeting passenger-related demand first. This preference for passenger over cargo use limits the supply of air cargo facilities.

Political and Process Constraints

An airport authority, whose main goal is the safe and efficient operation of the airport rather than the maximization of build-out, usually controls all of the land on-airport. In administering the land on which many of the air cargo facilities in the U.S. are located, airport authorities provide ground leases to building owners for a term typically ranging from 30-50 years. The ground lease expiration dates can be managed, however, and it is possible for the ground lessor to grant ground lease extensions in return for other forms of consideration. In addition, most airport authorities prefer not to stress their land rent stream by overbuilding.

Lack of Viable Substitutes

Air cargo facilities are positioned and designed to maximize handling efficiency and security. Each handling of goods in the movement from manufacturer to customer increases shipping cost, delivery time and risk of mis-shipment or damage. As these costs are significant components of the total cost of freight movement, carriers have a strong preference for air cargo facilities, which allow for more efficient shipment of cargo. Airport authorities also prefer the transfer of goods to occur in air cargo facilities in order to improve security at their airports.

IATA GLOBAL AIR FREIGHT MARKET DATA - YEAR-END 2017

The International Air Transport Association (IATA) released full-year 2017 data for global air freight markets showing that demand, measured in freight tonne kilometers (FTKs) grew by 9.0%. This was more than double the 3.6% annual growth recorded in 2016.

Freight capacity, measured in available freight tonne kilometers (AFTKs), rose by 3.0% in 2017. This was the slowest annual capacity growth seen since 2012. Demand growth outpaced capacity growth by a factor of three.

Air cargo's strong performance in 2017 was sealed by a solid result in December. Year-on-year demand growth in December increased 5.7%. This was less than half the annual growth rate seen during the middle of 2017 but still well above the five-year average of 4.7%. Freight capacity grew by 3.3% year-on-year in December.

Full-year 2017 demand for air freight grew at twice the pace of the expansion in world trade (4.3%). This outperformance was a result of strong global demand for manufacturing exports as companies moved to restock inventories quickly.

"Air cargo had its strongest performance since the rebound from the global financial crisis in 2010. Demand grew by 9.0%. That outpaced the industry-wide growth in both cargo capacity and in passenger demand. We saw improvements in load factors, yields and revenues. Air cargo is still a very tough and competitive business, but the developments in 2017 were the most positive that we have seen in a very long time," said Alexandre de Juniac, IATA's Director General and CEO.

"The outlook for air freight in 2018 is optimistic. Consumer confidence is buoyant. And we see growing strength in international e-commerce and the transport of time- and temperature-sensitive goods such as pharmaceuticals. Overall the pace of growth is expected to slow from the exceptional 9.0% of this year. But we still expect a very healthy 4.5% expansion of demand in 2018. Challenges remain, including the need for industry-wide evolution to more efficient processes. That will help improve customer satisfaction and capture market share as the expectations of shippers and consumers grow ever more demanding," said de Juniac.

North American airlines saw freight demand increase by 5.4% in December 2017 year-on-year and capacity increase of 2.2%. This contributed to an annual growth in 2017 of 7.9%. Capacity grew by 1.6% in the 2017 calendar year. The strength of the U.S. economy and the U.S. dollar have improved the inbound freight market in recent years. Looking towards 2018, the recently-agreed U.S. tax reform bill may help to support freight volumes in the period ahead, although this may be offset by the recent weakening in the dollar.

	wot id	DccentKr	1017 (%yea-on-ye)i	2017 calendar Year (tt year-on-year)		
	itnre'	FTX	AfTXfif l'-pii" f Lf (lewVFTKAfTK ' fif (y-pQ* FU (level)*			
rmALMAtnax	;'KW: -;	,>»*■ ■	«ST ⁵ .	»**	1*«	1-5* ,
Africa	1.9%.	li.6%	1.9%2-1*11.9* 24.6*«?	3.0* 2S J*		
Alia Pacific	37.0%.	5.6*	2.2*1.8*47 IK 7.S*1J*.3.4* 56.1*			
Europe	24 2%-	.5.0*	3 2*0 8*49.7* 1V.S*S.9*2.4* 46.S*			
Latin wrorita	2J%	4 9*	13 6*LSJ4.8* 5.7*3..*0.8* 34.2*			
Middle CaM	D.rs	£.3*	1.7*0.7*44.2* S.IK2 6*2.3* 44.9*.			
North America	20.5%	5.4*	t.1%1.1*37.1* 1M1.6*2.1* 36.5*			
^Sr/maltmal	"J7.«**3 p&S*-^.		*.«* jJf JS^p^Mii ' ' ■ ■ ' ».*	" ».*?^V		49.3*
Africa	19%li.«*8 5*	2.1*	32.6* 25.2*	10.5*3.1*26.2*		
HiiPiuSc	33.1%, b.S* 50*	I.C*	SB.SH	8.7*3.3*3.2K60.2*		
Eutcp*	li.6%5.1*15*	0 8*	M CX 11.9*	5 B*2.6*18 0*		
LatmAmnci	.1.3*4.S*54*	-0.3*	4I*4* 5.8*	1.4*J.7*40.0*		
Mii>ilffa.«	1.3 7*6.3*5 1*	0.5*	14.4* 8 1*	5.u*19*IH.ii* <http://IH.ii*>		
North ATtenca	12.8%7.6* 1.3*	15*	44 5S	10.3*1.3*3 3*42.7*		
ut Kii^Li^y t- TK.-i 20* "Y«y?-ull-y&3f Chincjc 5J So^t fu^X *Ulit3 lector.tevoi						
Nclg : i?5c .;.'^E?ty End (tjojarvaj epewthfatea a'e bas&ci 3j; y ci-isLa.-i< saru'-ae.' aisles cof.-fctrwit; ic^le-i ?.&s> zfi2 estates fot trtssVicj						

18

,§0\$mmm\$X0\$\$\$^* ■ . {'jaw** *

YVWd <*. Wüfil w8 argv»A3S pa vsar

trwx^<S!(s^H,;H,;^;.*^H) «*afe

AIR CARGO GROWTH FORECASTS

According to the 2016-2017 Boeing World Air Cargo Forecast (most recent - the next report will occur 4th quarter 2018), world air cargo traffic has struggled to maintain sustained growth since the end of the global economic downturn in 2008 and 2009. After bouncing back in 2010, w-then stagnating in 2011 and 2012, air cargo began growing again in mid-2013, even growing 4.8% in 2014. Growth -tm ^m. ion '-.-> accelerated in the first, quarter of 2015, but, then traffic i&^ev^ ••>."j?«ft»«* .■«...» volumes remained flat for the rest of that year. Air cargo traffic gathered some strength after a weak first quarter of 2016, and is projected to return to trend growth by 2018. Despite the weak growth of the past decade, more than one-half of air cargo is still carried on freighters.

World Air Cargo Traffic Forecast

World air cargo is the sum of freight and mail. World air freight traffic is strongly related to GDP and average yield.

3

zmxl fl*s»V* J» *V

:>p\\${<- :?m \$m 2«s'

Low, baseline, and high annual growth of 3.6 percent, 4.3 percent, and 5.0 percent, respectively, are forecast for world air freight traffic. High and low scenarios correspond to GDP growth of 0.5 percent above long-term projections and 0.5 percent below, respectively. The baseline growth scenario is based upon an average annual freight yield drop of 2.9 percent per year. Worldwide air freight is expected to more than double over the next 20 years, increasing from 214.4 billion revenue tonne-kilometers (RTKs) in 2015 to 496.4

billion RTKs by 2035.

World airmail is forecast to grow at 1.7 percent per year. Risks that could affect future airmail growth include increasing reliance on Internet communication and more stringent security requirements. Conversely, forces that could drive faster airmail growth include the proliferation of national and cross-border e-commerce services, particularly where national postal authorities work closely with e-commerce firms to provide "last-mile" delivery services.

The baseline forecast for total world air cargo predicts that traffic will more than double between 2015 and 2035. Worldwide traffic will grow from 223.4 billion RTKs in 2015 to

19

more than 509 billion RTKs by the end of the forecast period. Sustained economic growth, along with decreasing yields, are the two primary drivers of growth in the air cargo industry.

North American Air Cargo Forecast

Air cargo traffic in North America grew 2.7 percent in 2014 and 2.4 percent in 2015, reflecting slow recovery from the economic recession. North American air traffic is projected to average 2.3 percent growth over the next 10 years and 2.2 percent over the full 20-year forecast period.

Transborder air cargo traffic is expected to exceed the growth rate of both the GDPs and the domestic air cargo markets of the both Canada and the United States. Liberalization of air transportation agreements will foster increased use of relatively uncongested and accessible Canadian airports by U.S. shippers for transport to Europe and Asia. Expansion of passenger airline networks across North America will increase transborder air cargo capacity and traffic. Transborder air trade between Canada and the United States is projected to grow 2.8 percent annually over the next 10 years and grow at an average rate of 3.2 percent for the entire forecast period through 2035.

U.S. Domestic Air Cargo Forecast

Beginning in 2015, there has been renewed interest and activity in expanding U.S. domestic express networks to expedite movement of e-commerce flows between distribution centers. This trend may bolster U.S. domestic volumes and growth rates for the next several years above long term trends witnessed since the 1990s.

Scheduled freight traffic in the domestic U.S. market grew 8.5 percent in 2014 and again in 2015 at 6.7 percent. The market share of scheduled U.S. domestic freight carriers increased from 15.3 percent in 2013 to 16.8 percent in 2015.

21

U.S. Air Carrier Cargo Revenue Ton-Miles
 Monthly data, not seasonally adjusted
 Oct-02 Oct-03 Oct-04 Oct-05 Oct-06 Oct-07 Oct-08 Oct-09 Oct-10
 Million ton-miles 3,000

The U.S. air cargo market is classified in four categories: express carriers (i.e. FedEx and UPS), the U.S. Mail, chartered freight and scheduled freight. Express carriers dominate the market, accounting for 60-65% of volume carried annually. According to Boeing, after increasing consistently during the 1980s and 1990s, the air shipment volume of the express carriers flattened between 2001 and 2007 as the market matured. Volumes remained flat through 2013 following the global economic downturn of 2008 and 2009. Express carrier volume was relatively flat between 2008 and 2013 - within a range of 5.3 and 5.7 million shipments per day for the period - and then experienced growth in 2014 and 2015, increasing to 5.8 million shipments and 6.2 million shipments per day, respectively. While express shipments by air have experienced flat to slow growth in recent years, the express carriers have seen stronger growth in deferred and ground shipments.

AIR CARGO VOLUME

7007 } (f)H K(X)1 Mill 7011 10M Itiii 2014 JulS
 22

US Airlines Air Cargo

The previous chart shows, in aggregate, the volume in million ton miles over the past decade. As indicated, the decline in air cargo volumes from 2007 through 2009 -paralleled the global economic downturn. According to Boeing, U.S. domestic air cargo decreased 9.7% in 2008 and a further 12.4% in 2009. In 2010, volumes rose sharply to near-2007 levels, and have continued to escalate, attaining levels in 2014 and 2015 that were slightly above the 2006-2007 peak.

THE DOMESTIC AIR CARGO MARKET

Top 20 North American Gateway Airports

The following table summarizes the top 20 gateway airports, as classified by the Airports Council International- North America (ACI-NA). The ACI-NA reported total air cargo shipped through the top 170 airports at 30,779,638 metric tonnes for 2016, up 2.55% from 2015. Approximately 77% of this volume was handled by the top 20 airports, of which 10 are served by Aeroterm, as indicated in bold type.

These 10 airports moved a total of approximately 53.0% of the total.

Rank

1 2 3 4 5 6 7 8
 9 ' 10 11 12 J3 14 15 16 J7 18
 19
 20

"Location

• Memphis TN Anchorage AK Louisville KY Miami FL
 'Los Angeles CA Chicago IL New York NY
 Indianapolis IN
 Dallas/Fort Worth TX
 i Cincinnati OH [Newark NJ
 ■ Atlanta GA
 jOntario CA 'Oakland CA
 jSan Francisco CA • * Toronto ON
 Honolulu HI
 {Houston TX Philadelphia PA
 .Seattle WA

Code

MEM ANC SDF MIA
 LAX
 ORD
 JFK
 IND
 DFW
 CVG
 EWR
 ATL
 'ONT OAK SFO YYZ
 JHNL_ IAH PHL SEA
 2016Total

Cargo

"" Metric¹ . . " " ? R " . Tonnes ' "

2,542,526	4,322,071
2,437,010	
2,014,205	
1,528,136	1,993,308
1,278,709	
	1,065,114
752,784	
742,256	
719,005	
648,595	
519,474 511,780 ■ 483,223 472,323	
460,921 :	
431,908 404,430	
366,429	

2011-Total

Cargqj.-!-:* MetricV- : Tonnes""*-.¹;-^ 3,916,410j 2,543,155 j 2,188,422 j 1,841,929 | 1,696,115 * 1,311,622 ' 1,344,537 i 971,664 593,554 " 481,669 ; 813,528 i
 663,162 378,728 ; 483,375 " 382,019 .

417,024¹ 327,331 i 446,328 j 415,205 279,625.

% change 2011 - . '

•;-:-20"i6;-^
 9/}%! 0.0%

10.2<W 8.6% 14.9%^
 14.2%
 -5.1%;
 8.8% 21.2% 35.1% -13.1% -2.2%_ 27.1%'
 5.6%; 20.9% 11.7% 29.0% -3.3% -2.7% 23.7%:
 23,694,207 21,495,402
*Note: Bold indicates Aeroterm property. *Not a TrIPs property*
i Source. ACI North America

23

Cargo Volumes at Airports Served by TrIPs Properties

The following table illustrates the cargo metric tonnes handled by the airports that are served by TrIPs portfolio properties in 2011 and 2016. During this five-year timeframe, these airports experienced a 5.6% increase in cargo handled.

The 25 airports that include TrIPs properties moved a total of 13,185,307 metric tonnes of cargo in 2016. As previously noted, the 170 airports included in the ACI North America data handled a total of 30,779,638 metric tonnes of cargo. Thus, the 25 airports served by TrIPs facilities handled 42.8% of all North American cargo moved in 2016. It is noted that this data pre-dates the opening of the O'Hare Northeast Cargo facility in Chicago.

Rank:

	Location
1	'Anchorage AK
2	Louisville KY
	MiarriFL ^ Chicago IL
	New York NY Dallas/Fort Worth TX
	Newark NJ
10	
11	
	Houston TX Philadelphia PA Portland OR
12	
	Orlando FL
13	
	Kansas City MO
14	
15"	16
	Columbus OH
	Fort Lauderdale, FL Manchester, NH Milwaukee WI
17	Harrisburg PA
18	;New Orleans LA
19	.Norfolk VA
21	Syracuse NY
22	Fort Myers FL
23	[South Bend IN
24	jportland, ME
25	! Pensacola FL

Total/A verage

TRIPS % of all ACI reporting Airports

Code

ANC SDF MIA ORD
 JFK DFW

EWR
IAH
PHL
PDX
MCO
MCI
LCK
FLL
MHT
MKE
MDT
msy"
ORF OKC
SYR RSW ISBN PWM PNS

2016 Total Cargo -Metric Tonnes^

2,542,526 2,437,010 2,014,205 1,528,136
1,278,709 752,784 719,005
431,908
404,430 218,716 209,052
105,223
91,682
83,683 77,603 72,973 52,807 48,829 29,392 27,097
18,533

14,564 11,184 9,149 6,107

13,185,307
42.8%

% change

2011

:2016

6.0%
JL0.2%j 8.6% 14.2% -5.1% 21.2%
-13.1% -3.3%
" -2.7%] 11.1% 29.9% 18.3%
~27.7%[!] -4.0%[^]
' -2.7% -5.0%| -2.8%

0.7% 0.7% -14.7% j7.7% " -1.4% 2.8% N/A 78.4%

5.6%

Source: ACI North America and Aeroterm/Realterm

Historical Cargo Volume Performance at Airports with TriPS Properties

TRIPS Portfolio Locations Historical Cargo Handling

7006 2C07 2008 2009 2010 2011 2012 2013 2014 2015[!] 2010

AJIIJIIUS

ANCHORAGE (ANC)

LOUISVILLE (50F)

MIAMI (MIA)

NEW YORK (JFK)

-- CHICAGO (ORD)
 NEWARK (EWR)
 •DALLAS/FT WORTH J Df W)
 HOUSTON (IAH)
 PHIL AnF I PHI A (PHI)
 PORTLAND (POX)
 ORLANDO (MCO)
 FORT LAUDERDALE (kl)
 -KANSAS CITY (MCI)
 MILWAUKEE (MKE)
 MANCHESTER (MMT)
 COLUMBUS (LCK)
 HARRISBURG: PAIMOI)
 NEW ORLEANS JMSY)
 --OIAWOMA CITY (OKC)

As illustrated, in conjunction with the downturn in the overall U.S. economy, airports served by TRIPS facilities exhibited a decline in annual metric tonnes of cargo handled. In the ensuing years, volume has increased for the majority of the air cargo locations.

On-airport facilities, particularly at the gateway locations, have only limited opportunities to expand. "Inside the fence" airport real estate is a limited commodity, tightly controlled by public airport authorities. Further, airport expansions are highly political and slow-moving events that tend to favor consumer and passenger needs over air cargo. Hence, as will be discussed further, on-tarmac or airside, on-airport warehouses can often command premium rents and enjoy higher occupancies than the surrounding industrial market. Finally, Aeroterm represents one of the largest portfolios of on-airport distribution facilities, in a market where the trend appears to favor the outsourcing of these functions.

25

- 1 New York (JFK)
 - 2 Dallas-Ft Worth (DFW)
 - 3 Chicago (ORD)
 - 4 Miami (MIA)
 - 5 Newark (EWR)
- To tab/A verages*

Est. Total Cargo GBA

" 6,155,198 2,999,357 _

^ 6,082,091 i "4,248,495 1,391,840

Aeroterm. . . GBA : :■"

""436,267' 894,280 2,354,611 " 1,624J18

Aeroterm % of Total ,

■' GBA
 7.7% "" 29.8%

' 38 2%

2016 Metric; [Tonnes ! Handled]
 'T278,709" 752,784 ' 1.528.136 2.014.205 ' 719,005

6,292,839

Data excludes ORD NE Cargo Facility, which opened in 2017

NOTE- Data includes some Aeroterm properties that are not part of the TRIPS portfolio

Source: Various sources compiled by CBRE

TOP TENANTS

While a study of tenant credit was beyond the scope of this report, the charts below summarize the top ten tenants by space occupied and by gross rental revenues generated. As we have observed, with greater outsourcing of air cargo operations by the airlines and consolidation in the industry, the presence of such anchors as FedEx and other major freight forwarders further reduces the risk and increases the stability of this portfolio.

Top 10 Tenants by Size (SF)



■ | ■■ _
.IJLI !. III ;
- / S <f /V
* y

S 16.01X1,000 JM.OOp.COO -512,000,000 510.000,000 S8.UU0.UU;
v_vnno.nm s.".,000,000
52.000,000



27

AIR CARGO PORTFOLIO MARKET SHARE

A survey of the largest airside distribution portfolios in the United States, measured by current volumes of handled freight, reveals that Aeroterm is the market share leader in the locations where is has established a presence.

Market Share at Airport; Where Aeroterm Has a Presence

Aeroterm- US Lynxs Group	6,760,737 [62.96% 1,844,947 I
Prologis	17.18% 2,131,651 19.85%
Industry Leaders'Total:	10,737,335 j 100.00%

As illustrated, three major players dominate this sector, and Aeroterm has become the dominant player. In fact, Aeroterm's on-airport facilities at 35 locations where Aeroterm has a presence aggregate to more square footage than Prologis and Lynxs Group combined. The competitive environment favors Aeroterm, as industry consolidation in the past 20 years has reduced the amount of air carriers running their own facilities. Today, most gateway airports allow outsourced management and ownership of freight forwarding facilities. Amid this consolidation, the barriers to entry on-airport have increased as financial and security pressures have capped airports' physical expansion in most locations.

Air cargo is seldom warehoused or stored for any significant period of time; instead it is consolidated and forwarded by air or received, broken down

and distributed. Hence, most of the facilities are located on leased airport land designed to facilitate the rapid transference of goods from one mode to another. Many buildings feature cross-dock functionality where trucks access the facility via public roads while cargo is handled airside within the secured airport infield.

Another distinguishing characteristic of many of Aeroterm's facilities is their aircraft parking ramps, which have direct access to taxiways and runways. These massive tarmacs are used to park planes, providing the ability to load and unload freight directly from aircraft into freight forwarders, or to allow for overnight storage. This immediate, direct access to the airport infrastructure is essential to the operation of many of the tenants of these facilities.

28

MARKET ANALYSIS-

AEROTERM COMPANY HISTORY

Realterm is the parent company for Aeroterm. Founded in Montreal in 1991, when the Montreal Airport Authority decided to reorganize the city's airports, Aeroterm purchased and redeveloped several buildings at the Dorval and Mirabel International Airports. Aeroterm then expanded its portfolio of specialized airport facilities throughout North America. Today, the firm operates a portfolio of more than 16 million square feet at 34 airports; primarily in the United States and Canada.

Realterm is a \$3.5 billion AUM real estate operator executing differentiated private equity strategies focused on durable insights into the supply and demand of real assets at the intersection of the global supply chain and evolving consumption trends. Realterm currently manages over \$1.9 billion of partner equity through three logistics-oriented commingled private equity fund series: Realterm Airport Logistics Properties (RALP), an open-end investment vehicle investing into high flow-through on-airport logistics real estate and aviation support facilities throughout the U.S. and Canada; the Realterm Logistics Fund (RLF) series, a closed end, value-added fund series investing into high flow-through surface transportation-related logistics real estate throughout the U.S.; Realterm Logistics Income Fund (RLIF), an open end, core/core plus fund series investing into high flow-through industrial assets with characteristics that seek to meet the needs of logistics and logistics-related users; and IndoSpace Logistics Parks (ILP), a closed-end, opportunistic fund series investing into warehouse and logistics real estate throughout the top industrial markets in India. Aeroterm, Realterm's on-airport logistics real estate operating platform, owns and manages the largest portfolio of high flow-through on-airport logistics and aviation support facilities in North America through Realterm Airport Logistics Properties, an open-ended, commingled investment vehicle, and several other institutional joint venture relationships.

Realterm Logistics, Realterm's surface transportation logistics real estate operating platform, owns and manages one of the largest portfolios of high flow-through transportation-related logistics real estate portfolios in the U.S. Realterm Logistics capitalizes its value-added investments through the Realterm Logistics Fund, a closed-end, commingled, value-added fund series. Realterm Logistics capitalizes its core/core plus investments through Realterm Logistics Income Fund, an open-end core/core plus fund series. Prior to RLIF, Realterm had historically participated in several institutional joint ventures that housed the platform's core and core-plus transaction flow.

INTRODUCTION

Critical to our engagement was the evaluation and roll-up of individual cash flows available for debt service from each reporting facility. In this section, we report the result of this consolidation, followed by a market by market discussion of each location together with a brief property profile and comparison of subject rents with local benchmarks.

CASH FLOW ROLL-UP METHODOLOGY

In order to project cash flow estimates for the entire portfolio, we first reviewed Aeroterm's internal projections then developed our own cash flows based on prevailing market indicators and a review of lease abstracts and historical operating budgets. We also looked at local and industry trends when estimating long term stabilized occupancy and renewal outcomes. Following each property profile will be a side by side comparison of assumptions and outputs between Aeroterm and CBRE.

We have divided the assets into 47 separate cash flow models, tracking Aeroterm's internal controls. For consistent cash flow modeling and functionality, we relied on Argus Enterprise 11.6.3, an analytical software program commonly used throughout the real estate industry. Aeroterm also used Argus Enterprise, which allowed us to directly compare most assumptions. We have delivered our CBRE Argus models and roll-up under separate cover.

The following considerations were material to our analysis:

- Cash flow available for debt service is equal to net operating income.
- Our analysis is based on historic financial information and leases for the majority of the assets.
- Our portfolio analysis begins January 1, 2018 and ends December 31, 2022. We have assumed a holding period of five years for those properties with ground leases extending beyond December 31, 2022. The holding period for the remainder of the properties is based on the expiration dates of the respective land leases through the term of all exercisable option periods.
- In all cases we have assumed that Aeroterm will exercise its renewal rights.
- Our individual estimates of General Vacancy & Collection Loss ranged from 0 to 1 5% (or conversely 85% to 1 00% occupancy), depending on the specific market conditions for each individual asset. Our 100% estimate was generally reserved for single-tenant facilities occupied by credit-rated tenants for an extended period of time with significant remaining term on their leases.
- Our analysis assumes a general inflation rate of 2.50% to 3.00%, depending on the market. The vast majority of cash flows reflect a 2.50% growth rate. These rates are used for both income and expenses.
 - Our estimate included typical lease terms of three to ten years, depending on trends noted

in each market.

- We have excluded tenant improvement allowances from our capital expenses.
- Leasing commissions vary by location, ranging from 3.50% to 6.75% for new tenants and 2.00% to 3.00% for lease renewals.
- Management Fees are estimated at 3.00% for single tenant facilities and 5.00% for multi-tenant properties. A few exceptions are made based on contractual obligations.

- Replacement Reserves are estimated between \$0.05 and \$0.15 per square foot for each property, based on age, condition and local market parameters.

CASH FLOW ROLL-UP RESULTS

Our scope of work asked us to review each property's cash flow projections, then apply metrics derived from our market study to generate our own projections. The consolidation and roll up of these projections could then be compared with internal analysis done by Aeroterm.

In the final analysis, our outcomes were fairly similar; notwithstanding modest changes or smoothing of assumptions in our model. Our portfolio cash flow projections are summarized on the following page.

31

UJ co co 2 no
3 *E B*
o
o rh iri
o o
O O <-) c
^ O in o in r>
S - o T \ -o a)

- o o »

0 S
.2 Q

V« -
in
co r*v
» o
* «E f ~ P> o co"
CO
CO CM O O O O CO - o - <N T CO O O
CO »
i a - O - T CO CN
O> T r- CO CN

is* -■» r- <n o

o o o

SO CO
0^00"V-j m r-
3 S*.
o^o CO
CO T
ZL o^
V o^ r^
Z 000
oo m o o- co
co mco
O noo
V <f t-T orj
O T «0 »- (N
CO

- co m R * "o S «•> °.

2:3?

"ON
3 ° "2
--ô o Z m o & « T
m k- ô c-
CO CO CO f.
oT o- CO V o
O CH O CO 00
© m co o -o
• in o

rN
m
o co
o
CO f.
■ •* o"
CO CO
CO CO
.f(> o n o
J- »-0~ s> -0~. i n-t
S^ O O N
g O CO CS O-
^~ t N TO
3 CO

O 0 c j cn to < U. m
o.
O

5 a g 3 2
Eh 3S C - o-
c_ ttini: o

■ = 8

a O

S

i 3
of

s

I 9
a. n

CASH FLOW ROLL-UP

Cash Flow Before Debt Service and Taxes - By Ground Lease Expiration

The TriPs portfolio properties are located on long-term ground leases from airport authorities. Most include renewal options upon expiration, which we have assumed to be exercised by Aeroterm. Cash flows associated with each ground lease are detailed in the following chart.

CHICAGO, IL

Chicago O'Hare International Airport (ORD) has long been ranked among the busiest civilian airports in the world. Serving both long and short haul carries, ORD is a major hub for several airlines. Cargo facilities at the airport are large and well-developed. Aeroterm serves the local market as well as Prologis. Aeroterm owns and operates more than 3.3 million square feet of space (including ramps) at the airport. As discussed later, the City of Chicago has plans for a significant expansion at O'Hare, and Aeroterm is poised to benefit from this development. At 38.7% market share, Aeroterm is the dominant operator at the airport.

CHICAGO METRO MARKET PROFILE

Economic Strengths

- Central North American location favors major distribution hub activity
 - Major center for business, distribution, transportation and finance
 - Airline passenger traffic is strong due to surge in international visitors
 - Positive 5-year growth projections for Gross Metro Product
 - Expanding high-tech sector reinforces wage growth
 - * Attractive private equity market for small business development
- Economic Weaknesses
- City and state budget troubles persist
 - Above-average unemployment rate of 5.1% compared with national average of 4.1%
 - Outward population migration continues

2011
2012
2019

CHICAGO-NAPE RVH.LE-ARLINGTON HEIGHIS. 11 - ECONOMIC INDICATORS

[illegible]

01
.31 3 »t.;«3 2 1.S12.3
if? J
4C0.0 Q7

ce
5.1 4.9

00
■34 6 >12:
7.7ir.; 192.1
.470.7 7.3
ijil: 0.4 3.3 J.9 74.2

100.0
131.0 22

as

MU3
:072

0.0 -3321IS»3 1.1171

33 39 78 A r.sc**0.1 -303

35

Real Estate Market Forecast

- Falling availability rate over next two years
- Accelerating rent growth reinforces financing and investment Cargo Overview
- O'Hare is a major U.S. hub, due to location and highly developed rail, highway and water infrastructure
- Aeroterm has the dominant position at O'Hare, which is the #6 North American cargo airport. iSource, ACI North America

Aside from the NE Cargo facility, existing facilities lacks airside access but have excellent highway access.

INDUSTRIAL REAL ESTATE MARKET ANALYSIS

Submarket Trends

Over the past 5.5 years, industrial occupancy levels in the overall Chicago MSA have ranged from approximately 92.5% to 95.9%, and the O'Hare submarket has performed similarly, within a range of 92.0% to 96.0%. New product delivered to the submarket is anticipated to be redevelopment of existing stock, and, due to high demand and low existing stock, is projected to be manageable over the next few years.

Barriers to Entry

There are few barriers to entry in the overall Chicago MSA. There are ample, fully developed industrial sites throughout the region to support industrial development. The primary barriers to entry are lender-significant pre-leasing requirements prior to funding. Although credit standards are still tight, pockets of opportunities exist within the market area, with new speculative development occurring throughout the Chicago MSA. Barriers to entry on City of Chicago-owned O'Hare Airport property are significantly higher than the overall submarket, due to the limited supply of land and development restrictions by the City of Chicago.

Demand Generators

Within the overall Chicago industrial market, CBRE Research is currently tracking 55 tenants that need at least 100,000 square feet, with a cumulative total of 14.1 million square feet. Looking at the existing Class A inventory, there are 67 buildings with at least 100,000 square feet of available space, totaling 17.0 million square feet. Once again, the existing available space barely meets the current demand. For users looking for at least 500,000 square feet, only four Class A options are available, one of which was delivered this quarter. As well, this doesn't factor in other requirements such as location, clear height or rail access.

36

Specifically in the O'Hare market, the area is built-up and mature, with few viable options for new development. Consequently, older, functionally-obsolete facilities are being razed for new, state-of-the-art facilities.

As previously noted, North America air traffic is projected to average 2.3% growth over the next 10 years and 2.2% over the full 20-year World Air Cargo forecast period. Global economic conditions have improved since mid-2016, including on the consumer side. The trade backdrop has strengthened too, particularly in so-called emerging economies.

The U.S. domestic market will maintain the dominant share of the total North American market, with about 95.3% of the total RTKs. The U.S. domestic market is forecast to grow at an average annual rate of 2.3% over the 10-year period from 2015 to 2025 and 2.2% over the full 20-year period from 2015 to 2035.

Investment Trends

Most of the new and proposed new construction in the submarket are investment-grade properties. The facilities are a mixture of metal and concrete tilt-wall facilities with office finish typically ranging from 2% to 50% and clear height ranging from 18 feet to 32 feet. Most of the facilities are distribution, warehousing or light manufacturing. The two most recent developments in the submarket include the Northeast Cargo Center at O'Hare, and the DHL facility located at the north entrance to the airport; both of which were developed by Aeroterm and are included in the TrIPs portfolio.

AVAILABILITY VS. NET ABSORPTION 2013 - 2017

3,000,000 7 500,000

37

AVERAGE
{NET},

ASKING-RENTS

2013-2017

" ""

.1.700

Stvoo -

*voo •

\$<i>oa ■

S3.1X3

\$i oo

%O.Ot3 - Otter re

O'Hare.

Air cargo is a significant activity at O'Hare, with cargo airlines, shipping agents, and freight forwarders providing jobs for more than 5,400 workers. A survey of more than 200 freight forwarders in the Chicago area found that approximately half of their impacts were dependent upon Chicago O'Hare International Airport. These impacts (employment, payroll, and output) were attributed to O'Hare even though these businesses were not located on the airport. The

38

extensive amount of cargo shipped through O'Hare ranks the airport among the world's top 20 cargo airports. O'Hare is also one of the only U.S. airport that serves as a hub for two major airlines - American and United -which makes O'Hare critical, not only to Illinois, but to the entire national airspace system.

The airport is owned by the City and operated by the Chicago Department of Aviation (CDA) and is accounted for as a self-supporting enterprise fund of the City.

O'Hare Expansion

Mayor Rahm Emanuel and Chicago's airline carriers are in the final stages of negotiating an \$8.5 billion deal to dramatically expand O'Hare International Airport with a state-of-the-art global terminal, dozens of new gates and several additional concourses.

The eight-year plan would be the single largest and most expensive terminal revamp in O'Hare's 73-year history. The goal is to increase its number of international flights and create more room for its domestic carriers.

The Mayor plans to leverage the May expiration date of the airlines' 35-year lease to secure higher fees and charges from the carriers that would help fund the expansion project.

The 55-year-old Terminal 2 would be torn down to make way for a new "Global Terminal" with wider concourses and gates to accommodate the larger aircraft that embark on international flights to places like Hong Kong and Dubai. Terminals 1, 3 and 5 would be renovated, while two new satellite concourses would be constructed to the west of the existing terminals and connected to the new Global Terminal by an underground pedestrian tunnel.

In total, more than 3.1 million square feet of terminal space would be added - a 72% increase over the current 4.3 million square feet. The amount of space for planes to park at airline gates would increase by 25%, and the total number of gates would jump from 186 to roughly 220 upon the project's completion in 2026

In January 2016, Emanuel rebooted the airport expansion plans with a program he dubbed "O'Hare 21." His first announcement was a \$1.3 billion deal to build O'Hare's sixth and final east-west runway, de-icing pads to allow planes to take off more quickly and new taxiways to speed up the pace of planes going to and from far-flung gates. The new runway is expected to open in 2020 while the de-icing pads will go into operation this year, city officials said.

The following graphic depicts the proposed expansion, along with AeroTerm's new on-airport Northeast Cargo Facility positioning.

The outlined Concourse L expansion can be seen center/right in its illustration in Chicago Department of Aviation

O'Hare

Modernization program

Construction on the O'Hare Modernization Program (OMP) began in 2005. The OMP is transforming O'Hare's intersecting system of runways into a modern, parallel runway layout, thus increasing the airport's capacity, reducing delays and meeting the anticipated demand well into the future. Estimated at approximately \$8 billion, the OMP is the nation's largest airport construction project. When the OMP is complete, O'Hare will have six east-west parallel runways and two crosswind runways.

The first major airfield components were completed in 2008 with the opening of Runway 9L-27R, the North Airport Traffic Control Tower and a 3,000-foot extension to Runway 10L-28R. In 2013, the OMP commissioned Runway 10C-28C, which is an aircraft design Group VI capable runway built to accommodate the largest aircraft that fly today. Runway 10R-28L and the South Airport Traffic Control Tower were opened in 2015. The completed airfield components have facilitated a primarily east and west traffic flow and have increased the airport's maximum arrival and departure rates in all weather conditions.

The remaining components of the OMP are new Runway 9C-27C and the extension of Runway 9R-27L. These projects are anticipated to be commissioned in 2020 and 2021 respectively.

These runways are projected to increase O'Hare's daily flight capacity by 40%, to 3,800 daily flights, while decreasing delays by an estimated 79%.

40

Aeroterm O'Hare Airport Property Profile

The O'Hare contribution to the portfolio is unique in that it is comprised of two clusters of buildings, including the newest and most state-of-the-art facilities, as well as comprising the largest holding in the TrIPs portfolio.

" > 'Jy,^' t^Site area (t' '■'/?; ■V,^y, . ^VUndLease/'" < - /

lit-

Land 512 Express Center Drive

514 Express Center Drive

515 Express Center Drive

516 Express Center Drive

517 Express Center Drive 891 Upper Express Drive 893 Upper Express Drive

895 Upper Express Drive - DHL

899 Upper Express Drive

NE Cargo Facility - Phase I & II

NE Cargo Facility Fuel Farm (3 tanks)^

N/A 215,000 120,800 _ 153,345 171,685 125,180 ^ 158,118 * 491,379 31,665 783,530 N/A

N/A N/A

N/A I

N/A

N/A

N/A i N/A N/A N/A 1,012,197 N/A

N/A

27 90%

15 50% 10.40% 6.60% 5.00% 1.50% 10 40% 100 00% 15 00% N/A

2 39 18 21

6.70 8.55 964 1.21 9 65 24 1 4.71 74 90 N/A

N/A

N/A 2000 1997 1998 1997 2003 2004 2014 2003 2016 2016

N/A 0

1 3 1 1 5 N/A

8/1/2042 8/1/2042 8/1/2042 8/1/2042 8/1/2042 2/4/2042 2/4/2042 2/4/2042 2/4/2042 8/31/2047 8/31/2047

>13 Yrs 8.1 5 mos » 13 Yrs & 1.5 mos i> 13 Yrs. & 1.5 mos » 13 Yrs. 8.1 5 mos » 13 Yrs 8.1 5 mos. 2 (S> 10Yrs 2 @ 10 Yrs 2 @ 10 Yrs 2 @ 10 Yrs None None

N/A 00%
90 4% 100 0%
76 0% 100.0% 100.0%_ 100 0% 100.0% 100.0%

2,250,702 1,012,197

41

n/a'

The newest and largest facility at O'Hare is Aeroterm's Northeast Cargo Center. It is a modern air cargo handling facility, which was constructed in two phases. The total development, including Phase I and Phase II total 1,795,727 square feet of gross building and ramp area. The facility is located 'inside the fence' at O'Hare, and includes infrastructure developments, a taxiway and an onsite fuel farm, which are not included in the rentable area. The NE Cargo facility is located on a 74.9-acre, ground-leased site. All aspects of the development incorporated sustainable planning, design and construction practices under the guidelines of the CDA Sustainable Airport Manual, including green roof space. The facility is depicted in the following graphic.

Aeroterm's DHL Global Forwarding facility is a design-build/build to suit facility that is a state-of-the-art, LEED and Chicago Department of Aviation SAM ("Sustainable Airport Manual") certified project located on airport property, outside of the Airport Operations Area. The facility is a 491,379-square foot, industrial warehouse located at 895 Upper Express Drive at O'Hare Airport in Chicago; off-site of the airport. The improvements include warehouse space, state of the art Life Sciences coolers, watchtowers and office space, which was constructed in 2014 and is situated on a 24.10 -acre site. The property features 61 dock-high doors and 3 drive-in doors. The property was leased to DHL in November of 2014 for a 10-year term. The facility is depicted in the following photograph. ⁴

The remaining O'Hare properties are also located off of airport grounds, so goods must be trucked through security. Properties 1 -5 are conventional air cargo warehouses with offices that are located at the south end of the airport, while Properties 6-8 include built-to-suit facilities leased to the FAA and City of Chicago, and are located at the north end of the airport. Most of the vacancy is concentrated in the on-airport warehouse component. The high end of the lease range is actually Class A office occupied by a federal government tenant.

Aeroterm controls a 38.71% share of all O'Hare on-airport air cargo capacity. The balance of capacity at O'Hare is controlled directly by passenger airlines, FedEx and the Postal Service. The breakdown of market share at O'Hare is illustrated in the following graphic.

42

43

MARKET SHARE OF LEASABLE SPACE AT ORO

MANCHESTER, NEW HAMPSHIRE

Manchester-Boston Regional Airport (MHT), commonly referred to as Manchester Airport, is located three miles south of the central business district of

Manchester, New Hampshire, on the border of Hillsborough and Rockingham counties. The airport lies in two communities, Manchester and Londonderry.

Manchester is New England's third-largest cargo airport. Only Connecticut's Bradley International, which is a hub for UPS Airlines, and Logan exceed it in terms of cargo handled. Most cargo is handled by FedEx, UPS, and DHL.

UPS uses Manchester to 'feed' the rest of northern New England. To handle this regional sort, UPS built a sorting facility where packages coming in from the company's Louisville hub are redistributed to trucks. A contract with the Postal Service fills the FedEx jets with mail in addition to the typical assortment of express and overnight packages.

MANCHESTER METRO MARKET PROFILE

Economic Strengths

- Overall, the New England region continues to see growth well into the next 12 months and beyond though the interaction between the Boston Metro and other regional markets.
- Major center for business, distribution, transportation and finance.
- Job growth has been remarkably consistent since 2015, outpacing the Northeast average by a comfortable margin.
- Positive 5-year growth projections for Gross Metro Product.
- Robust gains in high-skill, high-wage industries will propel Manchester-Nashua in the near term, ensuring that job and income growth exceeds the U.S. average.
- High quality of life, friendly business climate appeal to entrepreneurs. Economic Weaknesses
- Slow population growth relative to U.S.
- High energy costs relative to the nation.

44

MANCHESTER-NASHUA, NH - ECONOMIC INDICATORS

2012	2013	2014	2015	2016	2017	2018
Grail Metro product (C001 B)			22.3			
% Change			1.0			
Total Employment (Ths)			109.2			
% Change			1.3			
Unemployment Rate (%)			5.9			
Personal Income Growth (%)			5.2			
Median Household Income (\$ Th)			1			
Population (Th)			401.8			
% Change			0.1			
Net Migration (Th)			-1.7			
Single-Family Permit* (#)			334.0			
Multifamily Permit* (#)			368.0			
FMA House Price Index (1982=100)			202.5			
Source: Moody's Economy.com						

67.8 402.7 0.2 -0.5 365 0 255.0 198.4

23.4

0 2 201.9

1 0 S3

-0.9 692 403.3 02 -0.7 468.0 90.0 199.4

32 71 2 405.0 0.4 0.7 464.0 504.0 206 1

74.3 404 0 02 0.0 557 0 364.0 215.4

17 212-6 1-9 3.0 4.3 78.8 407.8 0.4 1.0 701.0 396.0 225.3

1 6 3 0

2 6 82.5

408.5 0.2 -0 1 817 0 44.7 239.4

1 6 3 0 5.5 85 7

409.4 0.2 0.1

132°. 1 46 3

254 3

5.3 88.9 410.5 0-3 0.3 1.5SS < 29 2 264.5

0.6

222.2 0.2 3.3 4 0 91.4

411.6 0.3 0.4

1579 1 47.6

273 1

1 P

2232 05 3.6 3 7 93.9

412 7 0.3 OA

ISE8.8 76.4

283.3

225.4 1 0 3.6 4.0 96.6 414.0 0J 0.7 836.5 101.8 295.3

Real Estate Market Forecast

- Falling availability rate over next two years
- Accelerating rent growth reinforces financing and investment

79,666

-2.7%

77,603

Cargo Overview

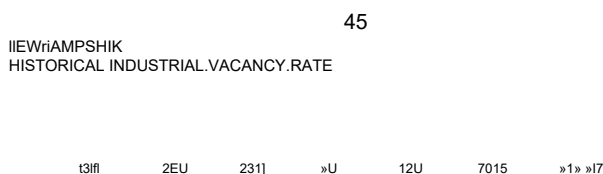
- Excellent location at Manchester
- Airport, with on-apron, direct Manchester- MHT-50th
- aircraft loading. [source-/tc/«on/i/i/mw,ira](#)

■ Aeroterm has the dominant position at MHT. NEW HAMPSHIRE INTERSTATE 93/ROUTE 3 CORRIDOR INDUSTRIAL MARKET

2017 Year, in Review

According to the CBRE/New England 2018 New Hampshire Market Outlook, much like the prior year, 2017 saw a steady increase in demand for industrial space throughout southern New Hampshire. A lack of readily available, on-market inventory resulted in many buyers, tenants and investors actively improving their strategies on where and how to identify suitable industrial space. An increase in off-market transactions was proof that those who are motivated and creative are more likely to find the space they need.

Throughout 2017, rental rates for industrial space not only stabilized but saw increases in many local markets. Landlords have been able to successfully secure longer-term leases at higher rates and with fewer concessions due to the current climate. Vacancy dipped from 7.0% in 2016 to 6.6% in 2017, illustrating an increased demand for industrial product.



One trend seen throughout the market is creative updating and repurposing of obsolete industrial property. Many owners of such property have decided to bite the bullet and invest in improving their holdings to better meet the needs of today's users. This has stretched beyond simply raising clear heights and expanding loading capability to total redevelopment of the building to another class, such as retail and mixed-use.

»is nn ni! su nn icii mt mi

Aeroterm MHT Properties 45,642; 0.0% \$6.20- \$24.00
Various Sources Compiled by CBRE

46

2018 FORECAST

Looking ahead, we can expect further stabilization and potential increases to industrial rental rates throughout southern New Hampshire. Existing inventory will continue to have strong absorption unless a property's obsolescence prevents this, in which case repurposing and redevelopment remain viable options. With climbing construction costs, it will remain less likely to see new industrial construction built on speculation, though as the economy continues to improve, more developers and growing companies will break ground on modern, state-of-the-art facilities. However, with a current lack of new facilities and tightening market conditions, quality options will remain scarce in both the interstate 93 and Route 3 corridors, with less time on the market across the region for both existing inventory and any newly-available industrial space.

Aeroterm Manchester Airport Property Profile

Manchester

24 8.26 Commerce Dr and Ramp (MHT) 45,642 350,524 0.00% 10.87 2 1992 & 1997 4 10/1/2045 2 @ 5 Yrs 100.0%

MARKET SHARE OF LEASABLE SPACE AT MHT

47

The Manchester facility is a 45,642-square foot industrial (airport cargo) facility located at 24 & 26 Commerce Avenue in Londonderry, New Hampshire. The improvements were constructed in 1992 and 1997 and are situated on a 10.872-acre site. The clear height of the improvements is 20 feet and the office finish approximates 5.3%. The building at 24 Commerce Drive also includes a 180,000-square foot ramp. The property is 100.0% occupied and the primary tenant is FedEx.

AEROTERM LOAN RISK ASSESSMENT

Background and Portfolio Overview

The Aeroterm TrIPs Portfolio ("the Portfolio") is comprised of uniquely-positioned airside facilities at major gateway airports throughout the U. S. In total, this portfolio includes 80 buildings at 25 airports and more than 12.3 million square feet (including ramp space). Aeroterm is Realterm's airport real estate and infrastructure operating entity. Aeroterm specializes in the development, acquisition, financing, construction, leasing and management of airport logistics properties. The TrIPs portfolio is comprised of air freight-related facilities located on leased airport land, which are in turn, leased to one or more tenants in the air cargo, freight integration or aircraft parking businesses.

Realterm, as the parent company, wishes to obtain tax-exempt financing through its TrIPs air cargo portfolio, to finance or refinance the acquisition, construction, equipping and/or improving of air cargo and fuel farm facilities located at Chicago O'Hare International Airport, Chicago, Illinois, leased to Aero Chicago Distribution Infrastructure, LLC ("Aero Infrastructure") and Aero Chicago, LLC ("Aero Chicago").

CBRE has conducted a review of the individual markets and facility cash flow projections of the Aeroterm air cargo facilities. Next, we will discuss the relative risk implications at the portfolio level and how that risk might affect bond pricing and debt levels. A thorough review of the characteristics of the subject portfolio is critical to understanding the underlying risk.

Risk Overview

The following analysis provides a review of the subject property characteristics that influence the risk profile of the portfolio. From a lender's perspective, the profile of the underlying assets will impact the borrower's perceived ability to pay back a loan. CBRE analyzed each of the following characteristics:

- Geographic Diversification
- Physical Characteristics
- Market Position
- Demand Drivers
- Volatility of Cash Flows
- Tenant Profile
- Leasing Parameters
- Financing Structure
- Growth Opportunities

Geographic Diversification

The portfolio is comprised of 80 facilities located at airports throughout the United States. The

48

Geographic Breakdown by Net Operating Income (NOI)

geographic diversity of the subject portfolio is illustrated in the following graphs. Geographic Breakdown by Square Footage

While it is important to note that the portfolio is well-positioned in key markets across the United States, geography doesn't impact the performance of air cargo facilities as much as other real estate product types. Demand for air cargo facilities does not mirror that of general industrial distribution facilities in a given market. Global supply and demand factors play a role, including cargo volume and regional need for the distribution of goods. Aeroterm has a significant presence in many of the top-ranked airports by cargo volume, as summarized in the following table.

49

1		• T^RO^ 1			
ACI Rank	iAirport 2	AnchoA/PCode	2016 Total Cargo -	Portfolio SF (Bldg. &	% of
AK I	3 jLouisvilleKY 4	'MNC SDF	MetricTonnes	TriPsTotal Ramp)	TriPs \$
FL		MIA	2,542,526	197,684	1.60% 0.90% 26
			2,437,010	¹ 2.53% 1,293,437	10.50%
			2,014,205		
6	Chicago IL	ORD	1,528,136	3,262,899	26.49%
7	New York NY	JFK	1,278,709	1,032,671	8.38%
9	j Dallas/Fort Worth TX	DFW	752,784	979,355	7.95%
; TOTAL 1			10,553,370	7,028,348	57.06%

i Source: Various, compiled by CBRE

■ i

Overall, Aeroterm benefits from geographic diversity throughout the United States in both primary and secondary markets. The facilities not only generate diversity through their locations, but also net operating income. Approximately 64.6% of total TriPs portfolio NOI is generated by facilities located at the top 10 cargo airports in North America. This is favorable, as these are all airports that benefit from international air cargo activity - which is projected to expand significantly in the next 20 years - and also benefits from domestic freight network consolidation trends.

Physical Characteristics

The subject air cargo facilities are designed to accommodate the rapid handling and movement of

goods in high volumes. They are not designed for long-term storage; the typical facility is filled and emptied twice a day. The properties provide direct access for the movement of goods between airplanes located on the secure airport infield and the trucks located on public land outside the Airport Operations Area ("AOA") perimeter fence. A unique feature of the subject properties includes the ability to easily reconfigure the space to accommodate the expansion of tenants. For example, the space design is typically open so that only the removal or relocation of demising walls represents the primary hurdle to expansion. Additionally, offices that are located on second floor levels typically have open hallways from one end of the building to the other, allowing for easy access among the spaces without having to exit one area and re-enter elsewhere in order to move between office areas.

Building Improvements Analysis

As illustrated in the following table, many of the subject properties are newer facilities, with approximately 48% of the portfolio (by building area) constructed in the last fifteen years. The weighted average age of the facilities is approximately 21 years.

50

TRIPS Portfolio Average Building Age - Building Area

H...a... 11 a.'Jl o

21 34 J> 28 29 30 OuHdlftg Afift {year)

n

13 13

3j 33 17 39

O. 45

Minimal capital costs are anticipated over the life of the subject properties, as the typical tenant lease provides for reimbursement of the tenant's proportionate share of taxes, operating expenses and significant capital repairs. The landlord is typically only responsible for roof and structure and much of the roof repair burden is recoverable.

The ages of the subject properties indicate a minimal need for large capital outlays in the near-term, further assuring the availability of cash flow for loan repayment.

Market Position

The TrIPs portfolio is well-positioned for the anticipated future growth of the air cargo industry. Long-term forecasts indicate future constraint in cargo infrastructure capacity at major air cargo hubs. Few of the world's airports are expected to be able to meet the necessary airside and landside requirements predicted by current demand forecasts. Additionally, the combination of specialized format, prime location and regulatory status represents a substantial hurdle for new competitors. The limitations on supply growth give the subject portfolio a favorable market position.

As indicated in the Market Study section, approximately 77% of all air cargo volume was handled by the top 20 airports. TrIPs properties have the benefit of being located in nine of the top 20 markets including five of the top seven global gateway airports (Anchorage, Louisville, Miami, Chicago and New York City/JFK). Aeroterm is the dominant owner-operator in the industry.

Aeroterm is also among the dominant owners of cargo building square footage in the top five major U.S. gateway airports where it operates. It controls an estimated 22.9% of cargo square footage at these five locations, which are among the top six in the U.S. (see Market Study section for locations).

51

Many of the subject properties are located on airport land where airplanes can taxi directly to the facilities. Given that there is typically a finite amount of land adjacent to airplane taxiways on airport properties, the barriers to entry are significant at nearly all of Aeroterm's host airports. Aeroterm benefits greatly from this advantage, given that it is the largest owner of on-airport cargo facilities in the United States.

Demand Drivers

Demand for air cargo facilities is driven largely by the volume of cargo transported by air. In turn, air cargo volume is driven by world GDP growth, international trade, modern inventory and supply chain management practices and growth of time sensitive delivery services. The subject properties are largely independent of the cyclical real estate conditions of their local markets. This tends to reduce the risk to the overall portfolio from a local market perspective; however, the niche use and locations of the properties results in potential exposure to declining economic activity and air cargo volumes during global slowdowns as experienced during the recent economic downturn.

Future prospects for the air cargo industry remain favorable. As indicated in the Market Study section, Boeing reports that its forecast for total world air cargo predicts that traffic will more than double between 2015 and 2035. Worldwide traffic will grow from 223.4 billion RTKs in 2015 to more than 509 billion RTKs by the end of the forecast period. Sustained economic growth, along with decreasing yields, are the two primary drivers of growth in the air cargo industry.

Much of this growth is expected through international expansion (benefiting Aeroterm's 10 gateway airport locations), as the domestic market is seen as mature. Overall, the 25 airports represented in the portfolio experienced a 5.6% increase in cargo handled in the five-year period from 2011 to 2016. The 25 airports represented in the TriPs portfolio moved a total of 13,185,307 metric tonnes of cargo in 2016. As previously noted, the 170 airports included in the ACI North America data handled a total of 30,779,638 metric tonnes of cargo. Thus, the 25 airports represented in the TriPs portfolio handled 42.8% of all North American cargo moved in 2016.

The portfolio's current occupancy is estimated at 93.3%, which is slightly below Aeroterm's long-term projected occupancy average of 95.2%.

Given Boeing's long-term 2.5% annual growth projections, as well as Moody's GDP growth projections through 2022 of 1.55% to 2.80%, CBRE's 2.5% annual market rent growth projections appear reasonable and well-supported.

52

Volatility of Cash Flows

The subject portfolio has long enjoyed strong historical occupancy and low turnover, due to the lack of viable alternative locations for tenants. Historically, tenant renewal probability has averaged 75%. Aeroterm projected a 75% renewal probability in their analysis, which appears reasonable. The portfolio enjoys high tenant retention and minimal downtime with typical release of vacant spaces within six months. The following chart illustrates future tenant lease expirations.



Approximately 61% of the currently-leased improvements square footage (ramp space excluded) will expire within five years. The portfolio's historical tenant retention does mitigate this high near-term turnover; but the upcoming turnover does present a cash flow volatility risk.

Tenant Profile

The portfolio's tenant base includes more than 127 different tenants, many of which have multiple space leases. The mix is widely diversified, with a broad mix of different cargo related and aviation-support based business models, including integrators, freight airlines, combination carriers, cargo handling companies, local cities, and federal agencies. Overall, few of the tenants are investment grade, credit-rated bond debt (approximately 5). The following table presents the top tenants in the portfolio by square footage.

Tenant Name-

1 Federal Express Corporation

2 Alliance

3 LATAM Airlines (Fmr. LanChile)

4 DHL Express (USA) Inc.

5 United Parcel Service

Tenant SF;

1,924,171 1,088,466 944,782 825,811 589,724

6 Delta Air Lines Inc. 491,714

S 7 Total Airport Services 475,555

8; Spirit Airlines Inc. 9 Swissport 416,919 415,255

10 Lufthansa Cargo AG 380,449

TOTAL 7,552,846

% of Total NRA 61.3%

Source: Aeroterm

As indicated in the preceding table, 61.3% of the portfolio square footage is occupied by the top 10 tenants. FedEx is the leading tenant by far. Moody's Investors Service rates FedEx Corporation and Federal Express Corporation (together "FedEx" or "the Company"), including the senior unsecured rating as Baal. Standard & Poor's rates the company's credit as BBB. Both ratings are considered medium-investment-grade.

Cargo Airport Services (CAS), a major ground handler, typically subleases portions of its space to various other cargo companies.

The following table presents the top 10 tenants by rental revenue.

Tenant Name

1 Federal Express Corporation

2 Delta Air Lines Inc.

3 Alliance

4 Lufthansa Cargo AG

5 LATAM Airlines (Fmr. Lan Chile)

6 Umtej^AjrHnes Inc.

7 DHL Express (USA) Inc.

8 Total Airport Services

9 Swissport

10 Worldwide Flight Services

TOTAL

% of Total Potential Gross Revenue

\$ 14,129,481

\$ 12,264,512

\$ 11,305,324

\$ 10,678,358

\$ 9,799,799

\$ 8,256,963

\$ 7,355,051

\$ 5,954,132 \$ 5,158,214 \$ 3,810,142

\$

1.711.974 | 68.6% I

Source: Aeroterm

As indicated in the preceding table, FedEx is once again leading the list. The diversity of the portfolio is deep, but the preceding chart indicates that much of the strength of the tenant profile is in the top 10 tenants, as viewed from a credit risk perspective.

54

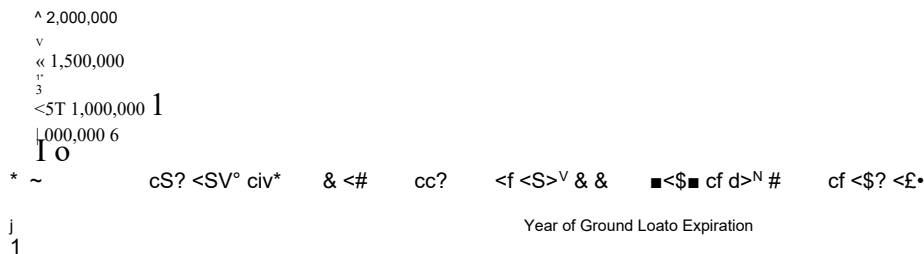
Overall, the subject portfolio has a deep and diverse tenant profile although with few credit tenants, but with its largest tenant, FedEx, having investment grade credit-rated bonds. The portfolio has enjoyed historically strong tenant demand, due to the unique location of the facilities and operational advantages of being on-tarmac. The profile represents a wide range of market participants in the air cargo and freight forwarding industries. Other than having some risk associated with a large portion of the occupancy and revenues generated from the top 10 tenants, the tenant mix is strong and considered to be a positive.

Ground Leasing Parameters

The TrIPs portfolio properties are located on long-term ground leases from airport authorities. The weighted average remaining term of the ground leases is approximately 18 years, with expirations detailed in the following chart.

It is noted that the cash flow estimates terminate concurrent with the ground lease expirations, for those properties where the ground lease expiration predates the December 31, 2022 analysis end date. Therefore, there is no risk associated with cash flows projections beyond ground lease expiration dates where the likelihood of ground lease renewal is not guaranteed.

Ground Lease Expiration - Building Area



Tenant leases are typically structured on a long-term, triple-net basis. In general, the subject properties deliver value at rent levels in excess of market levels for conventional distribution facilities. The average lease maturity (weighted by square footage) for the portfolio is approximately 5.2 years. The long-term and triple-net nature of the leases lends stability to the underlying cash flows of the portfolio, thus reducing overall risk.

Financing Structure

The anticipated financing structure will utilize tax-exempt bonds. The bonds will be, in addition to the existing debt, cross-collateralized by the TrIPs portfolio. The TrIPS debt is structured so that Aeroterm has the ability to add or remove certain properties over time. Concurrently with the issuance of the bonds for the Chicago NE Cargo property, that property and the Manchester, NH property are being added to the TrIPs portfolio and certain other properties (not included in

55

the cash flows used herein) are being removed. From a lenders perspective, cross-collateralization reduces risk and increases

diversification because several properties are used to guarantee a loan. Additionally, the portfolio is anticipated to have a solid underwritten debt service coverage ratio in excess of 1.79x to 4.58x as well as a debt service reserve account. Under this coverage ratio, the cash flow could experience a significant decline (which is not anticipated) and still maintain a healthy debt coverage ratio.

Growth Opportunities

Aeroterm benefits from various growth opportunities in the foreseeable future. It has vacant land at Chicago O'Hare that is part of this portfolio and can be developed with additional cargo space as demand dictates.

Conclusion

Overall, the portfolio represents the largest privately-held portfolio of U.S. airside air cargo facilities in the U.S. The portfolio benefits from a wide and diverse range of tenants in geographically-diverse settings across the U.S. The 25 locations include facilities in nine of the top 25 U.S. cargo airports and five of the top seven U.S. international gateway cargo airports (where Aeroterm captures close to a 23% share of the available space).

According to industry experts, world air cargo traffic is forecast to grow an average 4.2% per year over the next 20 years. Additionally, after years of decline and minimal growth, the U.S domestic air cargo traffic is projected to increase at a rate of 2.2% annually. Both bode well for this industry where only limited airside space is available. Additionally, long-term rent growth projections of 2.5% by the client and by CBRE appear reasonable, and even slightly conservative, given the growth anticipated in the cargo industry sector.

The reported financing structure, with a healthy debt coverage ratio and debt service reserve account, reduces risk for investors. Moreover, ownership has strategically improved the portfolio's occupancy to a stabilized 93.3%, further reducing risk.

Threats for the portfolio include over 61% of the tenants having current lease terms ending by the close of 2022, with a significant portion in 2018. This concern is somewhat offset by the long-term tenant base, few viable options for tenants at other locations, and the assumed renewal probability of 75%. Another threat is that over half of the occupancy of the portfolio, and over 63.9% of potential gross revenue, are concentrated with the top 10 tenants. The loss of any of these tenants, especially the top few, would have a significant impact on the performance of the portfolio. But given the mission-critical nature of the airside assets in particular for express shipping options, and based on historical performance, significant nonrenewals are highly unlikely among these tenants.

Given the preceding discussion and consideration of various factors related to the portfolio, overall risk profile is considered to be favorable for the proposed bond financing.

57

■#Tv+ 01 312 233 8677 ; M +01 312 925 1354 ^victoria, pierce@cbre.cdm <mailto:pierce@cbre.cdm>
,321 North Clark Street • ,;^34^h Floor
Chicago, IL 60654

Clients Represented

Aeroterm John Hancock JPMorgan Asset Management LaSalle Investment Management Ladder Capital Finance Deutsche Bank Bank of America Inland Group Wells
Fargo Morgan Stanley Guggenheim Real Estate Advisors Northern Trust US Bank Barclays
Associated Bank Symetra Life Insurance Co
VEREIT, Inc.

Experience

Victoria Pierce, MAI, AI-GRS, is a Director in the Valuation and Advisory Services division, with over 10 years of professional experience in commercial real estate appraisals throughout the Midwest. Valuation assignments include a wide range of regional, community, power, neighborhood and strip shopping centers. Other areas of expertise include industrial facilities, parking garages, restaurants and manufactured home communities.

Victoria has completed assignments in the areas of mortgage loan underwriting, loan workouts, individual and portfolio acquisitions and dispositions from both the public and private sectors, financial reporting, and asset securitization. Consultation experience includes market and feasibility studies

of proposed income-producing properties and other developments.

Ms. Pierce is a member of the Retail Valuation Group (RVG). The RVG is comprised of an experienced group of MAI-designated appraisers, or those with more than ten-years of appraisal experience. RVG reports contain extensive market analysis and up-to-date market insight. Client interaction is streamlined through the single point of contact, expediting a hassle-free appraisal process for clients.

Ms. Pierce also has extensive experience in portfolio management of appraisals for institutional clients across the United States, including over 12 million square feet of property and air cargo developments at more than 25 US airports.

Professional Affiliations / Accreditations

Appraisal Institute - Designated Member (MAI) Appraisal Institute - General Review Specialist (AI-GRS) Certified General Real Estate Appraiser - State of Illinois Certified General Real Estate Appraiser - State of Indiana Certified General Real Estate Appraiser - State of Michigan

Board of Directors, Chicago Chapter of the Appraisal Institute - 2014-2016 Board of Directors, Illinois Coalition of Appraisal Professionals - 2015-2017 Commercial Real Estate Executive Women - Member

Education

Master of Arts, Communications - University of Illinois at Chicago

Bachelor of Arts, Communications - University of Illinois at Chicago

VALUATION & ADVIS

PROFESSIONAL PROFILE

For information, contact:

P. Linas Norusis, MAI

Senior Managing Director ;:

Midwest Region

T 312.233.8662 i

F 312 233.8660

p.linas.norusis@cbre.com i

R LINAS NORUSIS, MAI - SENIOR MANAGING DIRECTOR, MIDWEST

Linas Norusis is CBRE's Senior Managing Director, Valuation & Advisory Services for the Midwest Region, overseeing operations of valuation offices in Chicago, St. Louis, Milwaukee, Detroit, Grand Rapids, Cleveland, Columbus and Cincinnati. Mr. Norusis holds general appraisal licenses in Illinois, Indiana, Michigan, Wisconsin, Kentucky and Missouri. Over his professional career, he has completed valuation assignments in 24 states and the District of Columbia.

Included in recent appraisals are a wide variety of projects in the Midwest, including historic CBD office buildings in Chicago, proposed high-rise

- Appraisal Institute (MAI)-Designated Member

CB Richard Ellis " ■ " Valuation & Advisory Services 321 N. Clark Street, 34th Floor Chicago, IL 60654

'[cbre.com/MidwestValuolion](http://www.cbre.com/MidwestValuolion) <<http://www.cbre.com/MidwestValuolion>>

STATE CERTIFICATIONS

- Certified General Appraiser:
 - » State of Illinois (No 1 53-0001 40)
 - Sale of Indiana (No. CG40700562)
 - State of Missouri (No. 200701 951 2)

State of Kentucky (No. 003992) State of Wisconsin (No. 190-010) State of Michigan (No. 1201005524)

CB RICHARD ELLIS

CBRE VALUATION & ADVISORY SERVICES iv^i
Prepared by:#> ^f'
Director (, ^ * . . .i,,. * Mj&t*
+1 312 233 8677 .: - '':
victoria.pierce@cbre.com' <mailto:victoria.pierce@cbre.com'>, ""■●■ii/:1 . s*?****1,5', " . ^* .-'
P. LINAS NORUSIS, MAIFMRICS ^ i.
Senior Managing Director * :■
+ 1 312.233 8662
p.linass.norussis@cbre.com <mailto:p.linass.norussis@cbre.com> | ^^x
VICTORIA PIERCE, AAAISI-GRS"; ^ ' ■'●●JP;*_- ' . ' * J^A^i^
. 3# '||"
Director , , ' ^ * . . ^ . .'. a^:- . "■ _^'
'"+1 312 233 8677 . ' '||W^"
" victoria.pierce@cbre.com' <mailto:victoria.pierce@cbre.com'>., ^? . l^TV ; >3f&4^■;'
'-j?"*"" "SWf^fe.- ** ' - . ■■■ V^T, .,j:~T^j? ■ V^y-! *

CBRE © 2018 All Rights Reserved.
- - s %

* - . \

www.cbre.us/valuation <<http://www.cbre.us/valuation>>

[This Page Intentionally Left Blank]

[This Page Intentionally Left Blank]

[This Page Intentionally Left Blank]