

RESOLUTION 2021-046

PASSED: JUNE 14, 2021

**AUTHORIZING A HANGAR LEASE BETWEEN THE CITY OF DEKALB AND
COMMONWEALTH EDISON COMPANY FOR THE FORMER AIRPORT
MAINTENANCE HANGAR AT 2200 PLEASANT STREET.**

BE IT RESOLVED BY THE COUNCIL of the City of DeKalb, Illinois:

SECTION 1: That the City Manager of the City of DeKalb be authorized to execute a Hangar Lease with Commonwealth Edison Company, a copy of which is attached hereto and made a part hereof as "Exhibit A", for the former airport maintenance hangar at 2200 Pleasant Street, DeKalb, Illinois.

SECTION 2: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, that this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 14th day of June 2021 and approved by me as Mayor on the same day. Passed on by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes.




COHEN BARNES, Mayor

ATTEST:

A handwritten signature in dark ink, appearing to read "Ruth A. Scott", is written over a horizontal line.

Ruth A. Scott, Executive Assistant

**DEKALB TAYLOR MUNICIPAL AIRPORT
HANGAR AND OFFICE BUILDING LEASE
AGREEMENT**

This Airport Hangar Lease Agreement (the "Agreement") entered into on June 3, 2021 (the "Execution Date"), by and between the City of DeKalb (the "Landlord" or "City"), an Illinois home rule municipal corporation, and Commonwealth Edison Company, an Illinois corporation, (the "Tenant"), for the hangar and office building lease of the Airport Maintenance Hangar at 2200 Pleasant Street, DeKalb, IL 60115 (the "Premises") at the DeKalb Taylor Municipal Airport (the "Airport") located at 3232 East Pleasant Street, DeKalb, IL 60115, and in consideration of this Agreement, hereby agree as follows:

RECITALS

A. Landlord is a municipal corporation duly organized and validly existing under the laws of the State of Illinois with the power to carry on its business as it is now being conducted under the statutes of the State of Illinois and the Municipal Code of the City of DeKalb.

B. Landlord is the owner and operator of the Airport, and is the owner of the Premises.

C. The Premises contains a building of approximately 9000 square feet of space (7,974 square feet of hangar and 1,026 square feet of office and/or parts space (the "Building").

D. Landlord intends to maintain its leasing operation of hangar space at the Airport for as long as the City continues to operate the Airport as a general aviation airport; provided, however, Landlord and Tenant agree that the terms and conditions of this Lease shall remain in full force and effect, so long as the Airport is a functioning general aviation airport.

E. Tenant represents that the information contained in Exhibits 2, 3 and 6 are true and correct.

F. The Landlord and Tenant desire to enter into this Agreement for a lease of the Premises on the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

AGREEMENT

SECTION 1. RECITALS

The recitals to this Agreement are true, material, correct, adopted and incorporated herein as Section 1 to this Agreement.

SECTION 2. PREMISES

2.1. Description of the Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, as identified in Group Exhibit 1 attached hereto and incorporated herein, subject to a reservation of easement rights by Landlord for the installation, maintenance,

repair, and replacement, if necessary, of such public utilities or Federal Aviation Administration ("FAA") installations as may now traverse the Premises, or as may be necessary to be installed during the term of this Agreement.

Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed on the Premises by Tenant ("Tenant Improvements") shall remain the property of Tenant. Prior to the expiration or termination of this Agreement, Tenant shall have the right to remove Tenant Improvements and Tenant shall return the Premises to a substantially similar condition as of the Tenant Improvements Installation Commencement Date (hereinafter defined).

2.2. Condition of the Premises. Tenant accepts the Premises "AS IS," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the development, construction, operation, maintenance, or use of the Premises and the Airport, and any covenants or restrictions of record. Tenant acknowledges that neither the Landlord nor Landlord's agents have made any representation or warranty as to the physical state of the Premises and any present or future suitability of the Premises. Tenant further acknowledges that Section 53.05 ("Liabilities") of the City of DeKalb Municipal Code is incorporated herein by reference. Notwithstanding anything to the contrary contained herein, Landlord acknowledges that within thirty (30) days following the Commencement Date (hereinafter defined), Landlord shall remove the oil heater ("Oil Heater"), the location of which is generally depicted on Exhibit 6 attached hereon and incorporated herein. Landlord acknowledges that Tenant will not have any responsibility whatsoever associated with any aspect of the existence or removal of, usage of, or damage caused by the Oil Heater, but rather Landlord shall fully indemnify Tenant and shall be solely responsible for all matters associated with any and all damage caused by the Oil Heater.

SECTION 3. TERM

The initial term of this Agreement shall be for three (3) years, commencing on June 15, 2021 (the "Commencement Date") and expiring on June 14, 2024 (the "Expiration Date") (the "Term"). Tenant shall have the right to extend the Term for an additional two (2) years, which right Tenant shall exercise by sending no less than ninety (90) days' prior written notice to Landlord pursuant to Section 15 of this Agreement. After the expiration of the Term, as extended if applicable, the term shall be on a year-to-year basis on the same terms and conditions as the original Term, as extended if applicable, and may be terminated by either Landlord or Tenant by at least ninety (90) calendar days written notice pursuant to Section 17 of this Agreement. Notwithstanding anything to the contrary contained herein, Landlord agrees that Tenant shall be permitted to access the Premises on June 1, 2021, or upon full execution of this Lease by both Landlord and Tenant, whichever occurs later (the "Tenant Improvements Installation Commencement Date") to begin Tenant's installation of the Tenant Improvements; provided, however, that Tenant's obligations under this Agreement, excluding Section 4, 8, and 12 of this Agreement, shall be effective on the Tenant Improvements Installation Commencement Date.

SECTION 4. BASIC RENTAL

4.1. Rental Amount. Tenant agrees to pay the annual sum of Twenty-Nine Thousand Seven Hundred and 00/100 Dollars (\$29,700.00), which Tenant shall pay in equal monthly installments in an amount equal to Two Thousand Four Hundred Seventy-Five and 00/100 Dollars

(\$2,475.00) (the "Basic Rental").

4.2. Payment of Basic Rental. Tenant agrees to pay the Basic Rental on or before the first day of each month, without any set-off, deduction or offset. Basic Rental shall be paid by check or in a manner deemed acceptable by the City's Finance Department. Basic Rental payments by check should be made payable to the City of DeKalb and delivered to the following address, or other address later designated by the City:

City of DeKalb -- Finance Department
164 E. Lincoln Highway
DeKalb, IL 60115

Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Landlord may, at its option, terminate the Agreement in the event that Tenant fails to pay the Basic Rental obligation in a timely manner. If the Term shall begin or end on any day other than the first day of the calendar month, then the Basic Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a thirty (30) day month.

4.3. Invoices. The Landlord's issuance of any invoice is a courtesy performed for the Tenant and is not determinative of the amount of rent due and owing or the date such obligations accrue, which are specified in the Agreement.

4.4. Late Charges. In the event that Tenant fails to pay the above-described Basic Rental within ten (10) calendar days after such payment is due, Tenant shall be obligated to pay a late charge in the amount of two percent (2%) of the Basic Rental amount for that month ("Late Charges"). Late Charges shall constitute Additional Rental and shall be payable with the next installment of Basic Rental.

4.5. Rental Adjustments. During the Term, the Basic Rental shall increase on each subsequent anniversary of the Commencement Date by three percent (3%).

SECTION 5. SECURITY DEPOSIT

5.1. Amount of Security Deposit. Intentionally Deleted.

5.2. Application of Security Deposit. Intentionally Deleted.

SECTION 6. PERMITTED USE AND ACTIVITY

6.1. Permitted Use. Tenant, its agents, employees, representatives, licensees, invitees, guests, contractors, and/or subcontractors shall use and occupy the Premises only for (a) the maintenance and storage of aircraft ("Permitted Aircraft") that it owns, leases or manages, as applicable, (b) general office uses related to its aircraft operation, and (c) accessory uses which are permitted by applicable zoning and reasonably acceptable to Landlord, and for no other use or

purpose whatsoever. In the event that Tenant seeks to substitute aircraft other than those listed as Permitted Aircraft, Tenant must submit a proposed aircraft identification form (see Exhibit 2) to the Airport Manager, along with proof of insurance for the Airport Manager's written consent, which consent shall not be unreasonably withheld, conditioned, delayed, or denied. Tenant may also use the Premises as allowed by Chapter 53 ("Airport Rules and Regulations") of the City's Municipal Code, which is incorporated herein by reference.

Tenant shall procure and maintain all licenses and permits legally necessary for the operation of its business and allow Landlord to inspect them upon reasonable prior request.

Tenant shall be entitled to the non-exclusive use in common with Landlord and other parties of any and all walkways, sidewalks, pedestrian areas, automobile parking spaces, access roads, access areas, ramps, taxiways, and aircraft aprons located within or adjacent to the Premises (collectively, the "Common Areas"), subject to the terms of this Agreement. No outside overnight storage of aircraft or outside storage of any other property, materials or equipment on the ramps or taxiways shall be permitted hereunder, except in case of emergency as reasonably determined by Landlord. Vehicles shall be parked only in the common public parking areas.

6.2. Use Restrictions. Except as otherwise specified in Section 6.1, Tenant is expressly prohibited from conducting any other use, activity or operation in, on or about the Premises. Tenant shall be prohibited from: (i) storing any item other than Permitted Aircraft or ancillary aircraft equipment related to Permitted Aircraft; (ii) any type or form of Permitted Aircraft for residential use; and (iii) using or occupying the Premises, or permit any act or omission in or about the Premises in violation of any Applicable Law as defined in Section 7.1 of this Agreement. Tenant's failure to comply with this Section 6 shall be deemed a material breach of this Agreement.

6.3. Access to Premises: Access to the Premises or any part thereof by Landlord shall be available 24 hours a day, 7 days a week upon at least 24 hours prior written notice thereof, except in case of an emergency, in which case no prior notice shall be required. Landlord may from time-to-time establish reasonable security controls and regulations for the purpose of regulating access to the Premises. Tenant shall abide by all such security controls and regulations so established. Landlord shall provide Tenant with all applicable keys, security codes, security controls, etc. for the Building, the Premises, and the Airport.

6.4. Protecting Premises: Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises. Tenant shall be responsible for protecting the Premises and all property and persons in the Premises from theft, robbery, pilferage, personal assault and other crimes and keeping the Premises secure.

SECTION 7. COMPLIANCE

7.1. Applicable Law. Tenant shall comply with all applicable municipal, county, state or federal laws, ordinances, rules, regulations and programs in effect or hereinafter adopted by the City of DeKalb, County of DeKalb, State of Illinois, and the United States of America ("Applicable Law"). This includes, but is not limited to, all FAA rules and regulations, all Airport Rules and Regulations (see Chapter 53 of the City's Municipal Code), and all non-discrimination laws

applicable to Tenant's use of the Premises. Tenant shall discontinue immediately any use of the Premises which is declared by any governmental authority to be a violation of Applicable Law.

7.2. Compliance with City's Storm Water Pollution Prevention Plan. Tenant shall comply with the Airport's Storm Water Pollution Prevention Plan, an excerpt of which (with respect to hanger tenants) is attached hereto and incorporated herein as Exhibit 4.

7.3. Compliance with Security Measures. Landlord has implemented security measures at the Airport to prevent unauthorized access to the Airport. Tenant agrees to comply fully with Landlord's security measures. If Tenant provides its own security measures for the Premises including, but not limited to, providing its own locks and keys, it shall at all times provide Landlord with access to the Premises for the purposes provided in this Agreement. Notwithstanding anything foregoing to the contrary, Tenant shall be solely responsible for the security of the Premises, Tenant Improvements, and all personal property on the Premises.

SECTION 8. TENANT'S OBLIGATION TO PAY TAXES

The parties acknowledge that, under current Illinois law, the fee simple title of Landlord to the Airport is exempt from property taxes. However, pursuant to Section 9-195 of the Illinois Property Tax Code (35 ILCS 200/9-195), property taxes are imposed against the leasehold estate created hereunder and the appurtenances, and Tenant shall be liable for such taxes. Taxation on the leasehold estates of exempt real property has been the subject of litigation and, like any other law, could change during the Term. See Korzen v. American Airlines, 39 Ill.2d 11 (1967).

Accordingly, provided that Landlord maintains its property tax exemption to the extent permitted by applicable law, Tenant shall pay when due all Taxes (as hereinafter defined) imposed against (i) the leasehold estate created hereunder and the appurtenances, (ii) the Premises or (iii) all Taxes imposed against the Building, as the case may be, which accrue during the Term of this Agreement.

If the Taxes are imposed against the leasehold estate created hereunder or the Premises, then Tenant shall be responsible for obtaining the tax bill. If the Taxes are imposed against the Building, then Landlord shall obtain the bill and charge Tenant such Taxes.

The term "Taxes" as used herein shall mean all real estate taxes and assessments, whether they be general or special, sewer rents, rates and charges, transit taxes, taxes based upon leases or the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided herein).

Should the State of Illinois, or any political subdivision thereof, or any other governmental authority having jurisdiction over any part of the Building: (a) impose a tax, assessment, charge or fee in place or partly in place of any Taxes or contemplated increase therein, or by way of substitution for any of the foregoing described Taxes, or (b) impose an income or franchise tax (other than an income or franchise tax applicable to businesses generally) or a tax on rents, which income or franchise tax or tax on rents is in substitution for or as a supplement to a tax levied against any part of the Building, all such taxes, assessments, charges or fees shall be deemed to constitute Taxes hereunder.

Notwithstanding the foregoing, Taxes shall not include any inheritance, estate, succession, transfer, gift or capital stock tax or franchise or net income tax applicable to businesses generally. Tenant shall have the right to contest or appeal the Taxes in good faith and with due diligence, at its sole expense, at no expense to Landlord and without any prejudice to Landlord's rights, title or interest in the Building.

If, upon the expiration of the Term, Taxes have accrued hereunder, but are not yet due and payable, Landlord shall have the right, but not the obligation, to require Tenant to deposit with Landlord the full amount of all such accrued, but unpaid Taxes as shall be reasonably determined by Landlord, in which case Tenant shall pay such Taxes to Landlord within thirty (30) days after its request, which request may be made by Landlord at any time during the last six (6) months of the Term.

SECTION 9. ASSIGNMENTS; SUBLEASING

Tenant shall not be permitted to assign or transfer this Agreement or any interest under it or sublease the Premises or any part thereof without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Factors to be considered by Landlord in determining whether to grant such consent shall include, without limitation, the creditworthiness, aviation experience and qualifications and business reputation of the proposed assignee or subtenant. In no event shall this Agreement be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, except as provided by law, and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any of the foregoing performed or attempted in violation of the provisions of this Agreement shall be null and void. If Tenant shall assign this Agreement, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument delivered to and approved by Landlord, which approval shall not be unreasonably withheld, not later than ten (10) days prior to the effective date of the assignment. Notwithstanding anything to the contrary contained herein, a change in control of Tenant or of Tenant's parent (or of any entity effectively owning Tenant) shall not be deemed as assignment hereunder.

SECTION 10. MAINTENANCE

10.1. Tenant's Maintenance Obligations. At Tenant's sole cost and expense, Tenant agrees to maintain, repair, and keep in good order, condition, and appearance the Tenant Improvements in a safe, clean and sanitary condition. Tenant shall use commercially reasonable efforts to promptly report to Landlord all maintenance issues, damage to the Premises, and use of any fire extinguishers. Tenant is expressly prohibited from materially altering the hangar structure, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of the Airport Manager, which consent shall not be unreasonably withheld, delayed, conditioned, or denied. For the purposes of this Section, a material alteration is as any alteration requiring the issuance of a permit from the City, or that which significantly alters the

appearance, character, or composition of the hangar or of any of its structural components.

10.2. Landlord's Maintenance Obligations. Landlord shall, at its sole expense, maintain, repair and replace only the following items as commercially reasonably necessary: (i) the roof, hangar door, foundation, exterior walls, and other structural components of the Building and/or Premises; (ii) the heating and ventilating system and other mechanical systems within the Building and/or Premises as designed and installed by Landlord; (iii) the interior and exterior of the Building and/or Premises as designed and installed by Landlord (except for the Tenant Improvements); (iv) the Common Areas outside the Building, including the landscaping as designed and installed by Landlord, parking, taxi and tarmac areas, etc.; (v) damage to the Building and/or Premises caused directly by Landlord, Landlord's contractors or their respective agents and employees; (vi) the water and sewer lines, unless any of the foregoing maintenance, repair or replacement is necessitated by the acts or omissions of Tenant, its agents, representatives, contractors, guests, invitees or persons under Tenant's control; and (vii) the Underground Tank (hereinafter defined) (collectively, the "Landlord Maintenance Items").

All repairs shall be performed by Landlord. Tenant shall pay the reasonable, actual costs of said repairs within sixty (60) calendar days of Tenant's receipt of Landlord's written invoice, which invoice shall include written evidence supporting any such repairs and costs. Tenant shall use commercially reasonable efforts to permit Landlord and Landlord's agents, employees and contractors to enter all parts of the Premises to inspect the same and make any repairs which are Landlord's obligation; provided, however, that except in the event of an emergency, in which case no prior notice shall be required, Landlord and Landlord's agents, employees and contractors shall give Tenant at least one (1) day's prior notice to access the Premises.

Landlord acknowledges that there is an abandoned, existing underground tank (aka the Landlord-owned Diesel Fuel Farm) located outside of the Building and/or Premises, but located within the Airport on property adjacent to the Premises ("Underground Tank"), the location of which is generally depicted on Exhibit 6 attached hereto and incorporated herein. Landlord acknowledges that Tenant will never access or use the Underground Tank, nor will Tenant have any responsibility whatever associated with any aspect of the existence of, usage of, or damage caused by the Underground Tank, but rather, Landlord shall fully indemnify Tenant and shall be solely responsible for all matters associated with and any and all damage caused by the Underground Tank.

Tenant shall be responsible for all damage including, but not limited to, all costs related to the repairs of said damage, caused by Tenant and Tenant's aircraft, agents, servants, employees or invitees, except for any damage caused by Landlord, Landlord's contractors or their respective agents and employees.

SECTION 11. HAZARDOUS MATERIALS

Tenant shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Airport, without the prior written consent of Landlord, which consent will not be unreasonably conditioned, withheld, delayed or denied. Attached hereto and incorporated herein as Exhibit 7 is the list of those types of Hazardous Materials Tenant anticipates utilizing in accordance with its occupancy of the Premises pursuant to Section 6. Landlord and Tenant agree that Tenant shall have the right to use similar types of materials to those materials referenced on Exhibit 7, which additional usage shall not require

Landlord's additional written consent; provided, however, that should Tenant reasonably require to materially modify the types of Hazardous Materials listed on Exhibit 7, Tenant may provide to Landlord a modified written list of anticipated Hazardous Materials and to which Landlord shall provide its written consent, which consent will not be unreasonably conditioned, withheld, delayed or denied; provided, however, that any such modifications to Exhibit 7, as addressed herein, shall not require an amendment to this Agreement, but rather Landlord and Tenant agree that upon Tenant's receipt of Landlord's written consent of the modified list, such modified list shall be deemed to have replaced the then-applicable list referenced on Exhibit 7. To the fullest extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord and Landlord's elected officials, officers, agents and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, but not limited to, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises, which is caused or allowed by Tenant or Tenant's agents. This indemnification includes, but is not limited to, any and all costs incurred in connection with any investigation of site conditions or any cleanup remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or groundwater on or under any building or any portion of a building. Tenant shall promptly notify Landlord of any release of Hazardous Materials at the Airport, whether caused by Tenant or any other persons or entities, if Tenant becomes aware of such release.

Tenant shall promptly notify Landlord of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the Airport which may be filed or prepared by or on behalf of, Tenant: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks, (excluding the Underground Tank), or Hazardous Materials.

Landlord shall have the right, but not the obligation, to inspect, investigate, sample and monitor any property at the Airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether Tenant is complying with the requirements of this Section, or of any other law, and in connection with such right, Tenant shall provide Landlord with full access to all relevant facilities, records and personnel.

As used in this Section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes, including (i) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Illinois or any agency of the United States Government, (ii) asbestos, (iii) petroleum and petroleum-based products, (iv) urea formaldehyde foam insulation, (v) polychlorinated biphenyls ("PCBs"), and (vi) freon and other chlorofluorocarbons.

If Tenant or any environmental inspection discloses the existence of Hazardous Materials in the environment, in, on, under or about the Premises, which is caused, allowed, or permitted by Tenant or Tenant's agents, Tenant shall, at Landlord's request, immediately prepare and submit to Landlord within fourteen (14) days after such request a comprehensive plan, subject to Landlord's

approval, specifying the actions to be taken by Tenant to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Landlord's approval of such cleanup plan, Tenant shall, at Tenant's sole cost and expense, without limitation on any rights and remedies of Landlord under this Agreement, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this Agreement.

The provisions of this Section shall survive the termination of this Agreement, and shall not be limited by any insurance required by this Agreement.

SECTION 12. UTILITIES

Tenant shall, at its sole expense, pay for any and all utilities consumed at the Premises including, without limitation, electricity, gas, water, sanitary sewer and telephone charges. Landlord currently is a party to that certain Security System and Services Agreement with Alarm Detection Systems, Inc., an Illinois corporation dated April 16, 2018 under which fire detection services are provided ("FDS Agreement"). Throughout the term of this Agreement, Tenant's payment of Basic Rental shall fully satisfy Tenant's obligation to pay for fire detection services under the FDS Agreement. Upon the expiration of the FDS Agreement, Landlord and Tenant will negotiate a mutually agreeable arrangement as to how to address the fire detection services for the Premises.

SECTION 13. INDEMNIFICATION

Subject to Section 10.2 with respect to the Underground Tank and Section 2.2 with respect to the Oil Heater, and except as may otherwise be provided for by this Agreement, and to the extent arising out of an act or omission by, or misconduct of Landlord, Landlord's contractors or their respective agents and employees, Tenant agrees to defend, indemnify, and hold harmless Landlord, Landlord's contractors or their respective agents and employees from any and all losses, damages, costs, expenses, liabilities, claims, causes of action, demands, suits, attorney's fees and judgments arising out of or in any manner related to this Agreement or Tenant's possession, occupancy or use of the Premises; provided, however, notwithstanding anything to the contrary contained herein, Tenant's obligations set forth in this Section 13 shall not apply to any condition either (a) existing prior to the Tenant Improvements Installation Commencement Date, or (b) is established to be a result of any condition existing prior to the Tenant Improvements Installation Commencement Date. Tenant's obligations under this Section shall survive the termination of this Agreement, and shall not be limited by any insurance required by this Agreement.

To the fullest extent allowed by law, Landlord agrees to defend, indemnify, and hold harmless Tenant, Tenant's contractors or their respective agents and employees from any and all losses, damages, costs, expenses, liabilities, claims, causes of action, demands, suits, attorney's fees and judgments from conditions, including the presence of Hazardous Materials, that existed at the Premises prior to the Tenant Improvements Installation Commencement Date. Landlord's obligations under this Section shall survive the termination of this Agreement, and shall not be limited by any insurance required by this Agreement.

SECTION 14. INSURANCE

Prior to the commencement of the term of this Agreement, Tenant shall procure and maintain at Tenant's own cost and expense, for the duration of this Agreement, the following insurance against claims for injuries or death to persons or damages to property that may arise from or in connection with the possession, occupancy, operations and use of the Premises by the Tenant, its agents, representatives, employees, contractors, guests, and invitees.

14.1. Minimum Limits/Scope of Insurance. Tenant shall obtain and maintain insurance of the types and in the amounts described below:

A. Aircraft or General Liability Insurance

Aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of aircraft arising from or related to this Agreement. The policy shall provide limits of no less than \$1,000,000 combined single limit per occurrence and coverage for fire damage legal liability at the full \$1,000,000 policy limit.

B. Commercial Automobile Liability Insurance

Automobile insurance covering all motor vehicles owned, used, operated or stored by Tenant or Tenant's officers, agents, employees, contractors and invitees while at the Airport and the Premises. The policy shall provide limits of no less than \$1,000,000 combined single limit per occurrence.

C. Workers' Compensation Insurance

Workers' Compensation Insurance in accordance with the laws of the State of Illinois. The policy shall also include Employers' Liability coverage with a limit of \$1,000,000 each Accident, \$1,000,000 each Employee, and \$1,000,000 Policy Limit for Disease.

14.2. Other Insurance Provisions. The general liability, aircraft liability, and commercial automobile liability policies shall contain or be endorsed to contain the following provisions:

A. Additional Insureds. The "City of DeKalb and its elected officials, officers, agents, and employees" shall be named as additional primary insureds with waiver of subrogation and without right of contribution by any insurance coverage carried by the City and its elected officials, officers, agents, and employees.

B. Notice of Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice to the City of DeKalb Airport Manager.

14.3. Verification of Coverage. Tenant shall furnish the City with a certificate of insurance showing the insurance coverage required herein before this Agreement is executed. However, the City's failure to receive said certificate shall not waive Tenant's obligation to obtain the insurance

coverage required pursuant to this Agreement.

14.4. Tenant's Failure to Maintain Insurance Coverage. If Tenant, for any reason, fails to maintain the insurance coverage which is required pursuant to this Agreement, the same shall be deemed to be a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Tenant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and the cost of same, including any interest on insurance premiums paid by City shall be deemed Additional Rent and shall be payable upon City's demand.

Notwithstanding anything to the contrary contained herein, Landlord acknowledges that Tenant and/or Exelon Corporation, a Pennsylvania corporation, has adopted a program of self-insurance and that, in satisfaction of Tenant's insurance obligations herein, Tenant may maintain under such program of self-insurance the insurance coverages required by this Agreement. Tenant shall provide Landlord with notice of any cancellation of its self-insurance program.

SECTION 15. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and shall be given by (a) hand delivery, (b) e-mail, (c) overnight mail service, (d) registered or certified mail, or (e) regular first-class mail. Notice shall be deemed given if by hand delivery or e-mail, on the date of delivery; if by overnight mail service, on the date of delivery; if by registered or certified mail, on the date indicated on the receipt for delivery; and if by regular first-class mail, five days after deposit of the notice with postage fully prepaid, in a mailbox maintained by the United States Postal Service. All notices, demands, requests or approvals from Tenant to Landlord shall be addressed to Landlord's email or business address listed below:

To Landlord:

DeKalb Taylor Municipal Airport – Airport Manager
3232 East Pleasant Street
DeKalb, IL 60115
Renee.Riani@cityofdekalb.com
(815) 748-8102 (office)

All notices, demands, requests or approvals from Landlord to Tenant shall be addressed to Tenant's email or business address listed in Exhibit 3. Either party may change the addresses or contact information written above or on Exhibit 3 upon written notification to the other party.

SECTION 16. DEFAULT

Tenant shall be in default under this Agreement ("Default") under the following circumstances:

(a) Failure by Tenant to pay any Basic Rental, or any other monetary obligation of Tenant under this Agreement when due, if such failure continues for ten (10) days after written notice to Tenant of such failure; provided, however, in the event that Tenant Defaults in the payment of Basic Rental, or any other monetary obligation of Tenant under this Agreement two (2) times during any

twelve (12) month period during the Term, Tenant shall be deemed in Default hereunder for any subsequent failures to pay Basic Rental during such twelve (12) month period immediately upon the due date for such payment without written notice thereof from Landlord or a cure period; or

(b) Tenant fails to fulfill any other obligation hereunder and such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within said thirty (30) day period, no default shall exist if Tenant commences the curing of the default within the thirty (30) day period and thereafter diligently prosecutes the same to completion.

Any lender of Tenant shall have the right to cure any default of Tenant hereunder as expressly provided hereinafter.

SECTION 17. REMEDIES

If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity:

(i) Landlord may terminate this Agreement by giving to Tenant written notice of Landlord's election to do so, in which event the Term of this Agreement shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;

(ii) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Agreement by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and

(iii) Landlord may enforce the provisions of this Agreement and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation injunctive relief, recovery of all money due or to become due from Tenant under any of the provisions of this Agreement and recovery of all direct and consequential damages incurred by Landlord by reason of the Default.

(a) Termination of Right of Possession. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Agreement, as provided above, then Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of Basic Rental accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Agreement, which may be then owing and unpaid, and all costs and expenses, including without limitation court costs and reasonable attorneys' fees and expenses incurred by Landlord in the enforcement of its rights and remedies hereunder, and in addition, Landlord shall be entitled, at its election, to recover from Tenant from time to time, and Tenant shall remain liable for, all Basic Rental and all other additional sums thereafter accruing as they become due under this Agreement during the period from the date of such notice of termination of possession to the stated end of the Term.

Landlord may, but shall be under no obligation (except as may be required by law), to relet the Premises or any part thereof for such rent, for such time (which may be for a term less than or extending beyond the Term of this Agreement) and upon such terms as Landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may make repairs to the Building and redecorate the same to the extent deemed by Landlord necessary or desirable, and in connection therewith Landlord may change the locks to the Premises, and Tenant shall upon written demand pay the cost thereof together with Landlord's expenses of reletting.

Landlord may collect the rents from any such reletting and shall apply the same first to the payment of the expenses of reentry, redecoration, repair, alterations and reletting and second to the payment of Basic Rental herein provided to be paid by Tenant, and any excess or residue shall operate only as an offsetting credit against the amount of Basic Rental, if any, due and owing or as the same thereafter becomes due and payable hereunder, but the use of such offsetting credit to reduce the amount of Basic Rental due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue, and any such excess or residue shall belong to Landlord solely; provided that in no event shall Tenant be entitled to such a credit against Basic Rental in excess of the aggregate sum (including all Basic Rental and Basic Rental escalations) which would have been paid by Tenant for the period for which the credit to Tenant is being determined had no Default occurred.

No such re-entry, repossession, repairs, alterations, additions or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Agreement, unless a written notice of such intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

(b) Termination of Agreement. In the event of the termination of this Agreement by Landlord as provided above, Landlord shall be entitled to recover from Tenant all of the fixed dollar amounts of Basic Rental accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Agreement, which may be then owing and unpaid, and all costs and expenses, including without limitation court costs and reasonable attorneys' fees and expenses incurred by Landlord in the enforcement of its rights and remedies hereunder.

(c) Tenant's Property. All property of Tenant removed from the Premises by Landlord pursuant to any provisions of this Agreement or by law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall exercise reasonable care for safekeeping such property. In the event of an eviction of Tenant's property from the Premises, then in no event shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and for storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, or the termination of Tenant's right of possession, shall, at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale, without further payment or credit by Landlord to Tenant, and, further,

Tenant waives any rights it may have under the Illinois Uniform Disposition of Unclaimed Property Act, 765 ILCS 1025/1 *et. seq.* with regard to said property.

SECTION 18. TERMINATION

Intentionally Deleted.

SECTION 19. CONTROL OF ACCESS

Subject to Section 6.3, Landlord, at its option and in its commercially reasonable discretion, may at any time control and limit access to, in or about, the Airport or the Premises for the public health, safety, welfare, or any public purpose. Landlord shall not be liable or responsible for any damages arising therefrom to the Premises, buildings, structures, Tenant's Improvements, or Tenant's loss of use of the Premises, and Tenant agrees any such action by Landlord does not entitle Tenant to a proration of any Basic Rental.

SECTION 20. GOVERNING LAW

This Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Illinois.

SECTION 21. VENUE

Landlord and Tenant waive the privilege of venue and agree that all litigation between them in the state courts shall take place in the Circuit Court of DeKalb County, Illinois, and that all litigation between them in the federal courts shall take place in the United States District Court for the Northern District of Illinois, Western Division.

SECTION 22. ATTORNEY'S FEES

In any action on this Agreement, the prevailing party shall be entitled to recover the reasonable, actual costs of its successful case, including reasonable, actual attorney's fees and costs of appeal.

SECTION 23. NON-LIABILITY FOR PUBLIC OFFICIALS

Tenant shall not charge any City official, employee or agent personally with any liability or expenses of defense or hold any City official, employee or agent personally liable under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

SECTION 24. BINDING EFFECT

This Agreement and all of its covenants and provisions shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties to this Agreement.

SECTION 25. ENTIRE AGREEMENT; MODIFICATION

This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are superseded. No agreement to modify this Agreement will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. All information provided by Tenant in the lease application process is incorporated in this Agreement by this reference.

SECTION 26. DAMAGE AND DESTRUCTION

(a) Termination of Agreement; Repair by Landlord. If the Premises shall be damaged or destroyed by fire or other casualty, then Landlord shall repair and restore the Premises to the extent of insurance proceeds actually paid by its insurance carrier for such repair and restoration so as to render the Premises tenantable, subject, however, to the last sentence of this subparagraph (a), subparagraph (d) below and to delays caused by matters beyond Landlord's reasonable control and zoning laws and building codes then in effect. Landlord shall proceed with such repair and restoration promptly after the insurance claim for such loss has been adjusted and paid by its insurance carrier.

Notwithstanding anything to the contrary contained herein, if the insurance proceeds actually paid for any such damage or destruction are insufficient to pay for such repair or restoration in full, then either Landlord or Tenant shall have the right to terminate this Agreement as of the date of such damage or destruction by giving written notice to the other at any time within twenty (20) days after Landlord gives Tenant written notice thereof, which notice shall be given promptly after Landlord adjusts or otherwise resolves its insurance claim. Notwithstanding anything to the contrary contained herein, Landlord shall advise Tenant within ninety (90) days after such casualty whether Landlord elects to restore the Premises or to terminate this Agreement. If Landlord elects to restore the Premises, it shall substantially complete said restoration within six (6) months after advising Tenant of its election to restore; provided, however, that if the nature of the restoration is such that it cannot be substantially completed within said six (6) month period, Landlord shall commence said restoration within the six (6) month period and thereafter diligently prosecutes the same to completion.

Unless this Agreement is terminated as provided in this Section, Landlord shall proceed with reasonable promptness to repair and restore the Premises to the extent of insurance proceeds actually paid for such repair and restoration so as to render the Premises tenantable, subject, however, to the last sentence of this subparagraph (a) and to subparagraph (d) below, and also subject to reasonable delays for insurance adjustments, delays caused by matters beyond Landlord's reasonable control and zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and, except as hereinafter provided, Tenant shall not be entitled to terminate this Agreement, if such repairs and restoration are not in fact completed within the time period estimated by Landlord as aforesaid.

Notwithstanding anything contained to the contrary in this Section, Landlord shall have no duty to repair or restore any portion of the alterations, additions or improvements in the Premises made after the Commencement Date and paid for by Tenant.

(b) Abatement of Basic Rental. In the event any such damage or destruction renders the Premises untenable and if this Agreement shall not be terminated pursuant to the foregoing provisions of this Section by reason of such damage or destruction, then the Basic Rental shall abate during the period beginning with the date of such damage or destruction and ending with the date

when Landlord substantially completes its repair, receives a certificate of occupancy from the municipality that has jurisdiction, if applicable, and Tenant is able to reasonably occupy and use the Premises for the uses noted herein. Such abatement shall be in an amount bearing the same ratio to the total amount of the Basic Rent for such period as the portion of the rentable area of the Premises which is untenable and not used by Tenant from time to time bears to the rentable area of the entire Premises. In the event of termination of this Agreement pursuant to this Section, the Basic Rental shall be apportioned on a per diem basis and be paid to the date of the fire or casualty.

(c) Untenability. Notwithstanding anything to the contrary contained in this Section, neither the Premises nor any portion of the Premises shall be deemed untenable if Landlord is not required to repair or restore, or if Landlord is required to repair or restore, when Landlord has substantially completed the repair and restoration work required to be performed by Landlord under this Section and Landlord receives a certificate of occupancy from the appropriate municipality, if applicable, and Tenant is able to reasonably occupy and use the Premises for the uses noted herein, then the Premises shall be deemed tenable.

(d) Condemnation. In the event of the condemnation of the Premises or any part thereof, Landlord shall give Tenant written notice thereof and Tenant shall have the right to file a claim in such case to recover the value of its leasehold estate and the unamortized cost of its improvements hereunder.

SECTION 27. ALTERATIONS

Notwithstanding anything to the contrary contained herein, Tenant may make any alterations to the Premises costing less than Five Thousand Dollars (\$5,000) that do not affect structural components, exterior windows or the mechanical, electrical, heating, ventilation or air conditioning systems of the Premises (the "Minor Tenant Alterations") without obtaining Landlord's consent (except as may be required by the City's Building Code), but Tenant shall give Landlord written notice of its intention to perform such Minor Tenant Alterations at least thirty (30) days prior to the commencement of such alterations. Such notice shall include a reasonably detailed description of the Minor Tenant Alterations.

Tenant shall not perform any alterations to the Premises other than the Minor Tenant Alterations (the "Major Tenant Alterations") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord consents to Major Tenant Alterations, it may impose such reasonable conditions with respect thereto as Landlord deems appropriate including, without limitation, requiring Tenant to furnish to Landlord for its approval prior to commencement of any work or entry by Tenant's contractors into the Premises, security for the payment of all costs to be incurred in connection with any such Major Tenant Alterations, insurance against liabilities which may arise out of the Major Tenant Alterations and plans and specifications and permits necessary for the Major Tenant Alterations.

Upon completion of any Major Tenant Alterations, Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services and materials sufficient to waive all rights to liens under the Illinois Mechanic's Lien law arising from the work done.

Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, or any of its officers, commissioners, agents, consultants, contractors or employees, harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including, without limitation, court costs and reasonable attorneys' fees and expenses, arising in connection with any Major Tenant Alterations or Minor Tenant Alterations, including any liens for labor, services or materials furnished therefor.

All Minor Tenant Alterations and all Major Tenant Alterations done by Tenant or its contractors shall be done in a first-class, workmanlike manner using only good grades of materials and shall comply with all insurance requirements of Landlord and all applicable governmental laws, ordinances, codes, rules and regulations. Within thirty (30) days after substantial completion of any Minor Tenant Alterations or Major Tenant Alterations by or on behalf of Tenant, Tenant shall furnish to Landlord "as-built" drawings of such work.

SECTION 28. FUEL

Tenant shall have the right to purchase aviation fuel at the Airport on the same terms as any other tenant at the Airport; accordingly, Tenant shall have the right to purchase aviation fuel at the Airport at the same price paid by other tenants at the Airport purchasing similar quantities, and Tenant shall benefit from any volume discounts enjoyed by other tenants at the Airport. Landlord is the sole and exclusive provider of aviation fuel at the Airport; outside sources of fuel are not permitted at the Airport.

SECTION 29. LEASEHOLD MORTGAGE

Tenant may obtain a mortgage loan on its leasehold interest created hereunder only on the following terms and conditions:

(a) For any such leasehold mortgage, the parties hereto shall both execute a Memorandum of Lease in recordable form, which shall be recorded in the Office of the Recorder of DeKalb County.

(b) Landlord shall send to each mortgagee a copy of any notice of Default it sends to Tenant hereunder, provided that such mortgagee has first submitted mortgagee's address to Landlord in writing.

(c) Tenant shall have no right to amend, modify, cancel or terminate this Agreement without first obtaining each affected mortgagee's prior written consent thereto.

(d) Landlord shall give each mortgagee an opportunity to cure a Default of Tenant within the applicable cure periods hereunder.

(e) Any mortgagee (or assignee of a mortgagee) shall have any right it may otherwise have, to acquire the leasehold interest in which it held its mortgage, by foreclosure, assignment or otherwise as permitted by applicable law. If such mortgagee shall take possession of Tenant's leasehold estate, then (i) mortgagee shall not be liable for any Defaults of Tenant occurring prior to the time mortgagee takes possession, but Landlord shall have the right to pursue its remedies hereunder in the event that any Defaults of Tenant are not cured by mortgagee; and (ii) mortgagee

shall have the rights of the Tenant to assign or sublet all or any portion of the Premises on the terms and conditions set forth herein.

(f) If the leasehold interest of Tenant is condemned by Landlord, each mortgagee or its assignee shall have the first right to share in condemnation proceeds for that portion of the leasehold interest in which it holds its mortgage, as its interest may appear.

(g) Tenant shall be permitted to exercise the rights and privileges of acting as a Specialized Aviation Service Organization ("SASO") on the Airport. In case of a foreclosure of any leasehold mortgage hereunder or thereunder, it is agreed that the rights and privileges of Tenant as an SASO on the Airport are attached and run with this Agreement.

(h) Mortgagee may have a security interest in any rents and other proceeds due and payable to the Tenant in connection with the Premises, subject to the following conditions and limitations:

(i) The right of the mortgagee to said rents and proceeds shall be subordinate to the right of Landlord to the payment of Basic Rental hereunder.

(ii) Mortgagee shall not have any right to operate any business on the Premises, enter into possession of the Premises or to sell or transfer any interest under this Agreement without further written consent of Landlord, which consent shall not be unreasonably withheld.

(iii) Mortgagee shall not have the power to transfer said security interest in said rents and proceeds, without prior written consent of Landlord, which consent shall not be unreasonably withheld.

In order to secure payment of the Rent due and payable hereunder by Tenant to Landlord, Tenant hereby assigns to Landlord the right to collect all rentals and proceeds due Tenant in connection with the Premises. Said assignment shall be superior to all other claims against and assignments of rents and other proceeds from the Premises. Landlord may exercise said assignment by written notice to Tenants or other obligors of Tenant after a default in payment of the Rent by Tenant which continues for more than thirty (30) days without cure.

SECTION 30. MISCELLANEOUS

(a) **Eminent Domain.** Notwithstanding any other provisions of this Agreement, Tenant acknowledges that Landlord shall have the power to take the interest of Tenant under this Agreement by eminent domain or condemnation proceedings.

(b) **Nondiscrimination.** Tenant agrees that it will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the regulations of the Office of the Secretary of Transportation and Title VI of the Civil Rights Act 1964. Landlord reserves the right to take such action as the United States Government may direct to enforce this covenant.

(c) **Affirmative Action.** Tenant agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participating in any employment

activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefit of any program or activity covered by this subpart.

(d) **Disclaimer of Exclusive Airport Use.** This Agreement shall in no way convey the exclusive use of any part of the Airport, except with respect to the Building and the Tenant Improvements as described herein and in the SASO, and shall not be construed as providing any special privilege for any public portion of the Airport. Landlord reserves the rights to lease to other parties any portion of the Airport not described herein for any purpose deemed suitable for the Airport by Landlord.

(e) **Agreement of Landlord with the United States.** The terms and conditions hereof shall not be construed to prevent Landlord from making commitments it desires to the Federal Government, or to the State of Illinois to qualify for the expenditure of State or Federal funds upon the Airport. This Agreement is subject to all articles and conditions of the War Assets Administration Grant of the Facilities of the Landlord and the Deed issued under said Grant to the County of DuPage, which said deed is recorded in the Recorder's Office of DuPage County as Document 537769.

(f) **Grant of Easement and Rights to Public.** Tenant further grants unto Landlord, its successors, and assigns, for the benefit of the general public at large, an easement and a continuing right of way for the free and unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the Building.

(g) **Binding on Successors.** This Agreement shall be binding on and inure to the benefit of the lawful assigns, the successors, heirs, legatees and personal representatives of the respective parties.

(h) **Severability.** It is the intention of both of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof. If any provision hereof is declared invalid, then this Agreement shall be construed by the parties to provide for the intent of such provision in a form which shall be valid.

(i) **Waiver of Terms.** The waiver by the Landlord of any breach of the terms, covenants or conditions herein shall not be deemed a waiver of any subsequent breach.

(j) **Recording.** This Agreement may not be recorded with the Recorder of Deeds of DeKalb County without the prior written consent of Landlord.

(k) **Survival.** Without limitation on any other obligations of Tenant or Landlord which shall survive the expiration or termination of this Agreement, the parties' respective obligations to indemnify, defend and hold harmless the other party and others pursuant to any provisions of this Agreement shall survive the expiration or termination of this Agreement indefinitely, except as otherwise expressly provided herein.

(l) **Relationship.** Landlord and Tenant disclaim any intention to create a joint venture, partnership, agency or lender/borrower relationship.

(m) **Tenant Authorization.** Tenant represents and warrants that this Agreement has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof.

(n) **Covenant of Quiet Enjoyment.** Tenant's quiet and peaceful enjoyment of the Building, the Premises, and the Tenant Improvements shall not be disturbed or interfered with by Landlord during the Term as long as Tenant is not in default hereunder, subject to the use of the Airport as permitted by applicable law and Landlord's other rights hereunder and under applicable law.

(o) **Time of the Essence.** Time is of the essence of this Agreement, and of each and every covenant, term, condition and provision hereof.

(p) **Headings.** The Section headings are for convenience and are not a part of this Agreement.

(q) **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall be interpreted as a single document.

SECTION 31. EXHIBITS

The following exhibits are attached and incorporated to this Agreement:

- Exhibit 1 - Premises
- Exhibit 2 - Permitted Aircraft
- Exhibit 3 - Tenant Information
- Exhibit 4 - Storm Water Pollution Prevention Plan
- Exhibit 5 – Depiction of Location of Oil Heater
- Exhibit 6 – Depiction of Location of Underground Tank (Fuel Farm)
- Exhibit 7 – Tenant List of Types of Hazardous Materials

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.


ATTEST:

By: 

Title: Executive Asst.

ATTEST:

CITY OF DEKALB

By:  6/3/2021

Its: City Manager

TENANT

Commonwealth Edison Company,
an Illinois corporation

By: _____

By: _____

Name: _____

Title: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

ATTEST:

CITY OF DEKALB

By: _____

By: _____

Title: _____

Its: _____

ATTEST:

TENANT

Commonwealth Edison Company,
an Illinois corporation

By: _____

By: Mark Primm

Name: Mark Primm

Title: _____

Its: Director Real Estate & Facilities

EXHIBIT 1
THE PREMISES

Description:

The Premises shall be legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: LOT 2 OF THE DEKALB CORPORATION AIRPORT SUBDIVISION, RECORDED FEBRUARY 18, 1987 IN BOOK "T" OF PLATS, PAGE 33, SITUATED IN DEKALB COUNTY, ILLINOIS.

Common Address: 2200 Pleasant St., DeKalb, IL 60115
PIN: 08-24-251-007

Depiction:

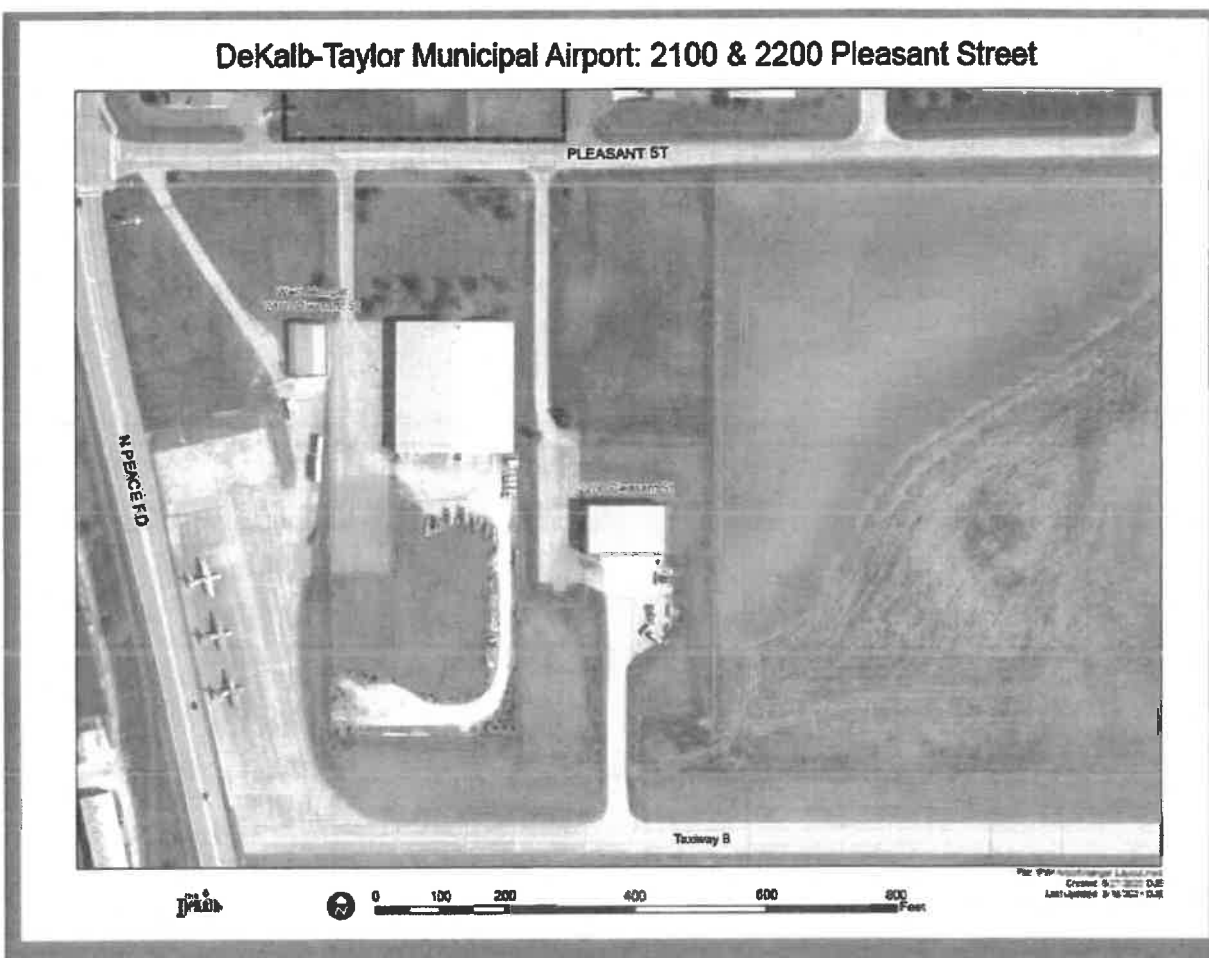


EXHIBIT 2

PERMITTED AIRCRAFT

The following aircraft shall be designated as the Permitted Aircraft pursuant to this Agreement:

Aircraft Make and Model: MD530

Aircraft Registration No.: N199FF

Name(s) of Registered Owner (s): Heavy Lift Helicopters Inc.

Aircraft Make and Model: Hughes 369E

Aircraft Registration No.: N5286J

Name(s) of Registered Owner (s): Heavy Lift Helicopters Inc.

Aircraft Make and Model: Bell 206L3

Aircraft Registration No.: N313DH

Name(s) of Registered Owner (s): Rogers Helicopters Inc.

Aircraft Make and Model: _____

Aircraft Registration No.: _____

Name(s) of Registered Owner (s): _____

Aircraft Make and Model: _____

Aircraft Registration No.: _____

Name(s) of Registered Owner (s): _____

Aircraft Make and Model: _____

Aircraft Registration No.: _____

Name(s) of Registered Owner (s): _____

EXHIBIT 3
TENANT INFORMATION

TENANT'S LEGAL NAME: Commonwealth Edison Company, an Illinois corporation

TENANT'S PILOT LICENSE NUMBER: Rogers Helicopters Inc. Operating Cert # CUCL022D

TENANT'S BUSINESS ADDRESS:

Commonwealth Edison Company
Real Estate & Facilities
3 Lincoln Center 4th Flr
Oakbrook Terrace, IL 60181
Attention: Mark Primm, Director

with a copy to:

Exelon Corporation
Exelon Business Services
10 S. Dearborn Street
52 Floor
Chicago, Illinois 60603
Attention: Assistant General Counsel—Real Estate

with a copy to:

Commonwealth Edison Company
Channahon Business Ofc-24151 South Northern Illinois
Channahon, IL 60410
Attn: Aerial FLS – Russ Wysocki

TENANT'S TELEPHONE NUMBERS:

BUSINESS TELEPHONE: Aerial FLS – Russ Wysocki at (708) 235-2471

EMAIL ADDRESS: Aerial FLS – Russ Wysocki at Russell.Wysocki@ComEd.com

EXHIBIT 4
STORMWATER POLLUTION PREVENTION PLAN

**DeKalb Taylor Municipal Airport Storm
Water Pollution Prevention Plan**
NPDES--National Pollutant Discharge Elimination System
Excerpts of particular interest to Hangar tenants

The City of DeKalb, as Owner of the Airport, has the responsibility to see that the rules and regulations of the Environmental Protection Agency, in accordance with the NPDES (National Pollutant Discharge Elimination System), are met. A brief overview of the plan (with respect to hanger tenants) follows:

Preventative Maintenance

This refers to the operation of oil water separators installed at the FBO Building. Since these oil water separators are the only ones on the Airport property, the maintenance and use of these are controlled strictly through the FBO.

Good Housekeeping

Aircraft, ground vehicles, equipment or repair activities should be contained to prevent potential pollutants from contacting the storm water. This includes picking up garbage and other waste materials, disposing of them properly. Safe storage of chemicals and other potential pollutants is also necessary.

Spill prevention and response

Any spill, whether fuel or chemicals, is to be reported immediately to the Director of Public Works. Material, spill location, clean up measures used (such as absorbent booms, oil dry, storm drain inlet protection, dilution or mopping) should all be a part of the report to the Director of Public Works. This applies to the FBO as well as T-Hangar tenants, Community Hangar tenants, and Public Works employees.

Storm water management practices

In general, this is an attempt to prevent storm water from washing over debris or waste chemical disposal areas and ultimately ending up in the storm drain system. The purpose is to encourage the use of common sense in maintenance, fueling and repair operations to prevent polluting the airport storm water discharge.

Tenant:

Commonwealth Edison Company,
an Illinois corporation

By: Mark Primm

Name: Mark Primm

Its: Director Real Estate & Facilities

By signing this document, I agree, as the Tenant of the Airport Municipal Hangar at DeKalb Taylor Municipal Airport, to abide by the rules set forth by the Storm Water Pollution Prevention Plan (with respect to hanger tenants). Subject to Section 16 and Section 17 of the Agreement, any violation of these rules (with respect to hanger tenants) is to be considered a violation of the Agreement.

***A Copy of the entire Storm Water Pollution Prevention Plan can be seen at the City of DeKalb Department of Public Works,**



EXHIBIT 5
DEPICTION OF LOCATION OF THE OIL HEATER

Airport Maintenance Building

Total Area: 9,000 sq. ft.

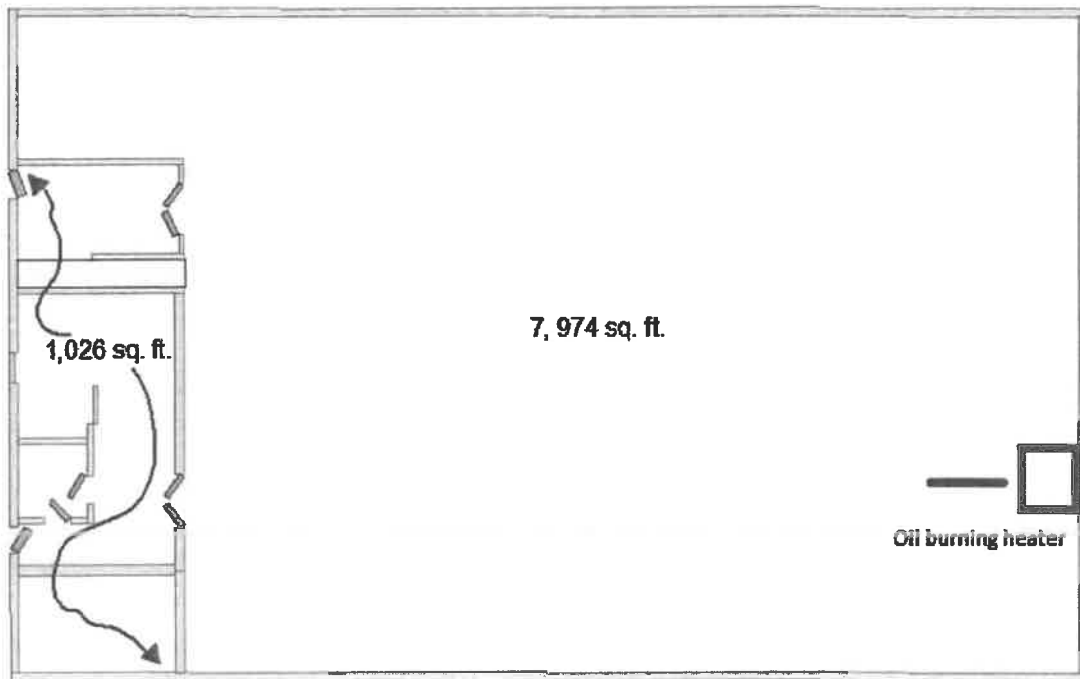


EXHIBIT 6
DEPICTION OF LOCATION OF THE UNDERGROUND TANK (FUEL FARM)



EXHIBIT 7
TENANT LIST OF TYPES OF HAZARDOUS MATERIALS

Mobil Jet 254,oil
Mobil AGL, oil
Mil-H-5606, oil
Mobil 28 grease
Electrical contact cleaner
Starting fluid
Tri Flow
LPS 3 rust inhibitor
Tectyl 891D
K&N Air Filter Oil
K&N Air Filter cleaner
Loctite 9330.3
Nickel Anti-Seize
Royco 22MS
Denatured Alcohol
Pre-Kleano 900
Xylene
Acetone
Mineral Spirits
2 part epoxy paints
Various paints in rattle cans
Various primers in rattle cans
Drained from helicopters Jet A
Compressed nitrogen
Carbon X
Plexus windshield cleaner
Zok compressor wash
Hexion resin
Loctite 290
WD-40
Bug spray