

RESOLUTION 2022-018

PASSED: FEBRUARY 14, 2022

**APPROVING A SPECIALIZED AVIATION SERVICE OPERATION AGREEMENT AND
COMMUNITY HANGAR LEASE (AEROMOTIVE).**

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Airport Manager and Aeromotive Services, Inc. ("Aeromotive") negotiated an airport hangar lease and specialized service operation agreement in the form attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, morals and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB,
ILLINOIS:**


SECTION 1: The City's corporate authorities approve, authorize and direct the City Manager to execute the Agreement in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, subject to such changes as may be acceptable to him.

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 provision 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 February 2022 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
(Airport Hangar Lease and SASO Agreement with Aeromotive Services Inc.)

**DEKALB TAYLOR MUNICIPAL AIRPORT HANGAR LEASE AND
SPECIAL AVIATION SERVICE OPERATOR (SASO) AGREEMENT
(Aeromotive Services Inc.)**

This Agreement (the "Agreement") entered into on February 15, 2022 (the "Execution Date"), by and between the City of DeKalb (the "Landlord" or "City"), an Illinois home rule municipal corporation, and Aeromotive Services, Inc., an Illinois corporation (the "Tenant"), for a Special Aviation Service Operator ("SASO") agreement and the lease of a portion of the FBO Community Hangar Floor Space and Office Space (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 certain real property described herein as the "Premises."

C. 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.

D. Tenant desires to act as a SASO at the Airport and represents that the information contained in Exhibit 2 is true and correct.

E. 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, an 1,200 square foot portion of the northeast corner of the FBO Community Hangar Floor Space (the "Floor Space") and a 384 square foot Office Space (the "Office Space") as more fully depicted in Exhibit 1 attached hereto and incorporated herein (the "Premises"), 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.

Tenant shall have an exclusive right to access the Premises through reasonable ingress and egress thereto, subject to Landlord's reasonable modifications, and a non-exclusive right to access any authorized public common areas of the Airport.

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 its original condition.

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 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 adopted and incorporated herein by reference.

SECTION 3. TERM

The initial term of this Agreement shall be for two (2) years, commencing on February 15, 2022, and expiring on February 14, 2024 (the "Initial Term"). Following the Initial Term, there shall be three (3) consecutive one (1) year terms (collectively, the "Renewal Terms", with each individual year being a "Renewal Term"); provided, however, that either party may terminate a Renewal Term upon giving at least thirty (30) calendar days written notice before the commencement of a Renewal Term. Following the Renewal Terms, the term shall be on a month-to-month basis, and may be terminated by either party upon giving at least thirty (30) calendar days written notice pursuant to Section 18 of this Agreement.

SECTION 4. BASIC RENTAL AND FEES

4.1. Rental Amount. Tenant agrees to pay the sum of \$559.20 per month as Basic Rental for the Floor Space and the sum of \$200.00 per month as Basic Rental for the Office Space, for a grand total sum of \$759.20 per month as Basic Rental for the Premises during the Initial Term.

4.2. Payment of Basic Rental. Tenant agrees to pay the Basic Rental on or before the fifteenth 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.

4.3. License Fees. SASO agrees to pay to City the sum of \$400.00 as a non-exclusive annual license fee for the privilege of operating an FAA certified aircraft repair station at the Airport. SASO shall pay the annual license fee year on or before March 15th of the year for the license fee. SASO shall pay the annual license fee in the manner provided by Section 4.2 of this Agreement.

4.4. Invoices. 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.

4.5. Late Charges. In the event that Tenant fails to pay the above-described Basic Rental or License Fees within ten (10) calendar days after such payment is due, Tenant shall be obligated to pay a late charge in the amount of ten percent (10%) 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.

4.6. Rental Adjustments. Commencing after the expiration of the Initial Term, the Basic Rental for the Office Space shall be the sum of \$480 per month, and the Basic Rental and License Fees shall be subject to annual increase (the "Annual Increase") based on the Consumer Price Index ("CPI") for the Chicago Metropolitan Area in an amount equal to the change in said CPI for the most recent twelve (12) month period. Under no circumstances will the monthly Basic Rental and License Fees be decreased, even if the CPI change shows a decrease in the affected fiscal period.

SECTION 5. SECURITY DEPOSIT

5.1. Amount of Security Deposit. Immediately upon execution of the Agreement, Tenant shall deposit with Landlord one (1) month's Basic Rental obligation as security for Tenant's faithful performance of Tenant's obligations hereunder, the receipt of which is hereby acknowledged by Landlord. If, at any time during the term of this Lease, the Basic Rental is increased above this amount, the Security Deposit shall be increased in the same manner such that the Security Deposit always equals one month's Basic Rental obligation.

5.2. Application of Security Deposit. If Tenant fails to pay Basic Rental or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord uses or applies all or any portion of said deposit, Tenant shall, within ten (10) days after written demand thereafter, deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount, and Tenant's failure to do so shall be a material breach of this Agreement.

SECTION 6. PERMITTED USE AND ACTIVITY

6.1. Permitted Use. Tenant may use the Premises only for operating an FAA certified

aircraft repair station including, but not limited to, installing, maintaining, and inspecting Dynon Avionics systems. Tenant may also use the Premises as may be allowed by Chapter 53 ("Airport Rules and Regulations") of the Municipal Code of the City of DeKalb, which is adopted and incorporated herein by reference.

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, including, but not limited to: (i) any type or form of residential use; (ii) storing any item, aircraft, or vehicle other than that related to a Permitted Use; (iii) using or selling outside sources of aviation fuel because Landlord is the sole and exclusive provider of aviation fuel at the Airport; and (iv) using or occupying the Premises, or permitting 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.

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 Municipal Code of the City of DeKalb), 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 is attached hereto and incorporated herein as Exhibit 3.

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. Tenant will be issued two (2) keys for the Floor Space, two (2) keys for the Office Space, and a passcode for the Airport gate. Tenant is prohibited from changing or adding locks to the hangar. Tenant shall be responsible for all costs related to the replacement of a lost key. 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

All taxes, assessments and charges on lands or improvements and obligations upon the Premises shall be promptly paid by Tenant when due. Tenant shall have the right from time-to-time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as Landlord as it may deem necessary; provided, however, that any expense incurred by reason of such proceedings shall be borne by Tenant and such proceedings shall be conducted free of any expense to Landlord.

SECTION 9. ASSIGNMENTS; SUBLEASING

Tenant shall not assign, transfer, sell, license, or sublease any interest, use, or occupancy of the Premises without the express written consent of the City Manager.

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 promptly report to Landlord all maintenance issues, damage to the Premises, and use of the fire extinguisher. 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. 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 maintain the Premises and adjacent ramps at its own expense. 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. All repairs shall be performed by Landlord. Tenant shall pay the costs of said repairs within sixty (60) calendar days of the date of Landlord's invoice. Tenant shall 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.

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. 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 lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted 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.

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, or delivered to or served upon, 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 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, on, under or about the Premises, 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 Lease, 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 Lease.

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 pay for all utilities supplied to the Premises. During the Initial Term, Tenant shall pay to City a sum of \$100.00 per month as full payment for said utilities; provided, however, that if the average monthly price for all of the utilities provided to the entire FBO Community Hangar for the first calendar year of the Initial Term is equal to or exceeds 125% of the average monthly price of the utilities provided to the FBO Community Hangar for the 2021 calendar year, then Tenant shall pay to the City a sum of \$125.00 per month for the second calendar year of the Initial Term. Following the Initial Term, Tenant shall pay for all utilities supplied to the Premises as invoiced each month by City; provided, however, that said invoices shall not exceed 33% of the price per month for all of the utilities provided to the entire FBO Community Hangar. Notwithstanding anything foregoing to the contrary, Tenant shall not have to pay for the wireless internet provided by the City to the Premises.

SECTION 13. INDEMNIFICATION

Tenant agrees to defend, indemnify, and hold harmless the City of DeKalb and its elected officials, officers, 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, Tenant's SASO operations at the Airport, or Tenant's possession, occupancy or use of the Premises. 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.

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.

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 hand delivery, e-mail, overnight mail service, registered or certified mail, or 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. Notices shall be addressed as follows:

To Landlord:

DeKalb Taylor Municipal Airport – Airport Manager
3232 Pleasant Street
DeKalb, IL 60115
Renee.Riani@cityofdekalb.com

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

SECTION 16. DEFAULT

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Tenant:

- A. Tenant's abandonment of the Premises.
- B. Tenant's failure to pay when due any rental or any other sum of money payable under this Agreement on the date due;
- C. Tenant's failure to comply with any provision of this Agreement.
- D. Tenant becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed

within sixty (60) days).

E. The filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, Landlord or Tenant related to the use or possession of the Premises.

F. The discovery by Landlord that any material information provided by Tenant related to this Agreement is materially false.

SECTION 17. REMEDIES

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

A. Landlord may give Tenant written notice of the Default and demand that Tenant timely cure same.

B. Landlord may seek to reenter and recover possession of the Premises by any lawful means available to it, in which case this Agreement shall terminate immediately and Tenant shall immediately remove all personal property, including aircraft, from the Premises. Tenant may choose to surrender possession of the Premises to Landlord by giving Landlord notice of its intent to do so. Landlord may choose to accept Tenant's surrender of the Premises and agree not to evict Tenant on condition of Tenant's surrender. Upon Landlord's acceptance of Tenant's surrender of possession of the Premises, Tenant's tenancy terminates and Tenant is no longer obligated to pay rent to Landlord for the remainder of the Lease term. However, Tenant would still be obligated to pay Landlord any and all outstanding unpaid rental amounts, fees, or late charges.

C. Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, amount of delinquent rent, interest at the maximum amounts allowed by law on the delinquent rent, and reasonable attorneys' fees.

D. Landlord may elect to maintain and continue to recognize Tenant's right to possession in which case this Agreement shall continue in effect whether or not Tenant's breach or default remains uncured and whether or not Tenant is in actual possession of the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder for the duration of the Lease term.

E. Landlord may elect to pursue any other legal or equitable remedy now or hereafter available to Landlord under the laws of the State of Illinois. Unpaid installments of Basic Rental or other unpaid monetary obligations of Tenant under the terms of this Agreement shall bear interest from the date due at the maximum rate then allowable by law.

SECTION 18. TERMINATION

This Agreement is terminable with or without cause by either party upon thirty (30) calendar

days written notice setting forth a date of termination of the Agreement (the "Date of Termination"). Upon notice of termination, Tenant shall be obligated to pay immediately any Basic Rental, obligations or other fees due and owing to Landlord. If this Agreement is terminated by Tenant within the initial term of this Agreement, then Tenant shall be obligated to pay immediately any Basic Rental, obligations or other fees due and owing to Landlord, for the remainder of the initial term. Upon the Date of Termination, Tenant shall vacate the Premises and immediately remove all personal property, including aircraft and the hangar structure (also commonly referred to as "light aircraft cover"), from the Premises. If Tenant fails to vacate the Premises or fails to remove all personal property from the Premises, Landlord may seek to reenter and recover possession of the Premises by any lawful means. Landlord may also, at its election, dispose of any remaining personal property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Tenant. Landlord will deem any personal property remaining on the Premises as having been abandoned by Tenant.

SECTION 19. CONTROL OF ACCESS

Landlord, at its option and in its sole 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 costs of its successful case, including reasonable 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. EXHIBITS

The following exhibits are attached and incorporated to this Agreement:

Exhibit 1 – Map of Premises

Exhibit 2 - Tenant Information

Exhibit 3 - Storm Water Pollution Prevention Plan

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: [Signature]

Title: Executive Asst.

ATTEST:

By: [Signature]

Title: CFO

CITY OF DEKALB

By: [Signature]

Its: Mayor

TENANT

By: [Signature]

Its: CEO/ACCOUNTABLE MGR.

EXHIBIT 1
MAP OF THE PREMISES

EXHIBIT 1

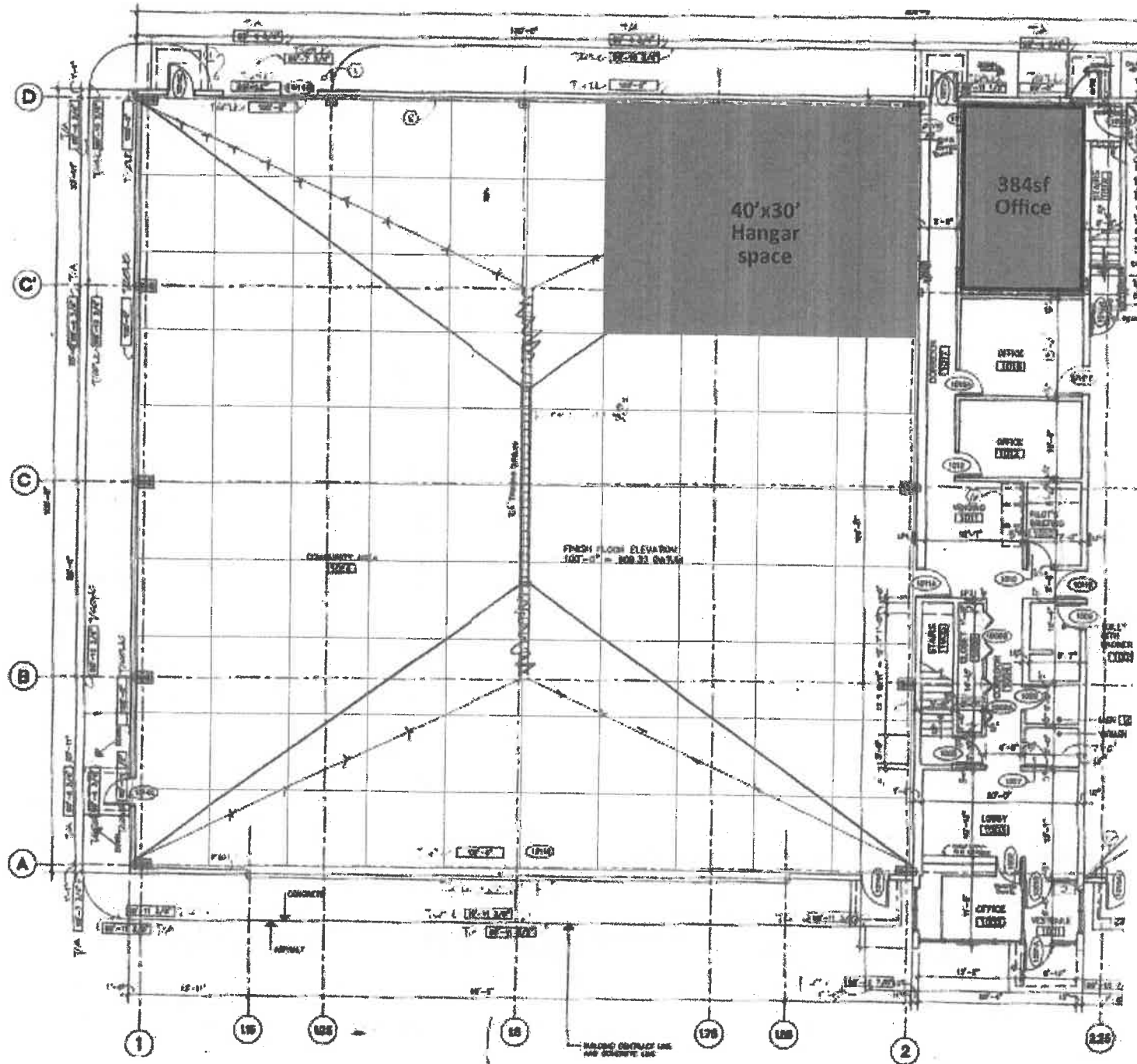


EXHIBIT 2 TENANT INFORMATION

TENANT'S LEGAL NAME: ABROMOTIVE SERVICES INC

TENANT'S BUSINESS ADDRESS: [P.O. Boxes are not permitted]:

1750 TODD FARM DR.

UNIT B

ELGIN, IL 60123

TENANT'S TELEPHONE NUMBERS:

BUSINESS TELEPHONE: 224.535.9220

MOBILE NUMBER: 224.238.9522

EMAIL ADDRESS CDUMELE@ABROMOTIVE.US

EXHIBIT 3 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 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.

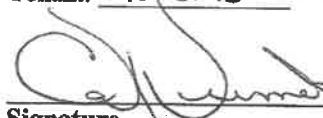
Spill prevention and response

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: AEROMOTIVE SERVICES INC.


Signature

1/28/2022
Date

By signing this document, I agree, as tenant of a Community Hangar at DeKalb Taylor Municipal Airport, to abide by the rules set forth by the Storm Water Pollution Prevention Plan. Any violation of these rules is to be considered a violation of my lease agreement.

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





DeKalb Taylor Municipal Airport
Attn: Renee Riani-Airport Manager
3232 Pleasant St.
DeKalb, IL 60115

Re: Feb 1st Hangar Lease Agreement

Date: 1.14.2022

Dear Renee;

This letter outlines our interest in securing hangar space at DKB. Our intentions are to provide avionics installs on a variety of STC, experimental and homebuilt aircraft. Additionally, we are considering relocating our FAA Repair Station certification to DKB as business dictates. This venture will hopefully generate revenue for DKB and the city of DeKalb.

As a startup, costs are always a consideration. Our initial floor plan only calls for a single aircraft to be worked on at a time. Our office space requirements are limited. However, the current office space that is unoccupied would be convenient for maintaining documents, recordkeeping, design layout and customer meetings. An office space rate would be appreciated.

In conclusion, we would like to lease hangar and potentially office space, possibly move our repair station certificate into DKB. Per our conversation, we are targeting Feb 1st 2022. We placed a request in early December 2021. I attached a few documents to demonstrate our commitment to this venture.

Sincerely,

Carl J. Dumele
President/Accountable Manager
Repair Station Number: 451R352D

"Quality Connects Us"

Aeromotive Services Inc. | 1750 Todd Farm Dr Unit B. Elgin, IL 60123 (224) 535-9220 | www.aeromotive.us

We do not ship hazmat materials

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number 451R352D

This certificate is issued to

Aeromotive Services Inc.

whose business address is

**1750 Todd Farm, Unit B
Elgin, IL 60123**

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* **Repair Station**

with the following ratings:

Limited - Airframe

*This certificate, unless canceled, suspended, or revoked,
shall continue in effect* **indefinitely.**

Date issued:

August 20, 2020

By direction of the Administrator

Luanne Wills-Merrell

Digitally signed by LUANNEN
WILLS-MERRELL
Date: 2021.10.28 14:16:17 -0500

**Luanne Wills-Merrell
Manager, Greater Chicago FSDO**

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both



DYNON
CERTIFIED

**STC, Homebuilt or Experimental Aircraft Dynon
Avionics Installs at: DKB
DeKalb Taylor Municipal Airport**



Aeromotive Services Inc is now offering Dynon Certified SkyView HDX System installations at Dekalb Taylor Municipal Airport (DKB) Dekalb, IL. As an FAA Repair Station (451R352D), our processes provide us a roadmap for a seamless installation. The process starts with you!



1. A roundtable discussion with our Product Development Team to outline your equipment list and panel layout.
2. Renderings of your layout will be evaluated for form, fit and function.
3. Materials will be ordered based on the panel features, current electrical layout, component locations and possible replacement/repair items.
4. We will gain access to the architecture behind the panel. (Inspection never stops. Our eyes are trained to be aware of possible defects that could impact the installation or airworthiness of your aircraft. The customer is always in the loop with this one.)
5. Installation begins. (Progress reports will be generated.)
6. Final inspection and Return to Service approved.
7. Installation complete! Hurray let's get flying!

Current capabilities include but not limited to:
Cessna 150, 170 and 180 Series aircraft, and fleet type.

TEXTRON AVIATION

For further information and pricing contact Aeromotive Services Inc at 224-535-9220 ask for an Aviation Product Development Assistant.

Aeromotive Services Inc | AEROMOTIVE.US



Aeromotive | 1750 Todd Farm Drive, Unit B, Elgin, IL 60123 224-535-9220

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