

EXHIBIT B
FORM OF LOAN AGREEMENT

LOAN AGREEMENT

By and between

CITY OF CHICAGO

and

AERO CHICAGO II, LLC

Dated as of [April 1], 2025

Relating to

\$[_____]

City of Chicago

Chicago O'Hare International Airport
Senior Special Facilities Revenue Bonds
(TrIPs Obligated Group),
Series 2025

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EXHIBIT A – Form of Promissory Note

LOAN AGREEMENT

THIS LOAN AGREEMENT (as amended and supplemented from time to time, the “**Loan Agreement**”), made and dated as of [April 1], 2025, by and between the CITY OF CHICAGO, a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the “**Constitution**”) and a home rule unit of local government under Section 6(a) of Article VII of the Constitution (together with its successors and assigns, the “**Issuer**”), and AERO CHICAGO II, LLC, a Delaware limited liability company (“**Aero Chicago II**”, and together with its successors and assigns, the “**Borrower**”).

WITNESSETH THAT :

WHEREAS, the Issuer is authorized by the Constitution to issue bonds and lend the proceeds thereof to finance the acquisition, construction, equipping and/or improving facilities located at Chicago O’Hare International Airport (the “**Airport**”);

WHEREAS, the Issuer leases certain property at the Airport to the Borrower pursuant to the Ground Lease (hereinafter defined) and the Borrower operates air cargo facilities and related facilities thereon (the “**Project Facilities**”);

WHEREAS, the Issuer has authorized the issuance of its \$[] Chicago O’Hare International Airport Senior Special Facilities Revenue Bonds (TrIPs Obligated Group), Series 2025 (the “**Bonds**”), the proceeds of which will be used to: (i) finance or refinance the acquisition, construction, equipping and/or improvement of the Project Facilities; (ii) fund a deposit to the Debt Service Reserve Fund for the Bonds; and (iii) pay the costs of issuance of the Bonds; and

WHEREAS, the Issuer has issued the Bonds pursuant to an Ordinance passed by the City Council of the Issuer on [March 12], 2025 (the “**Ordinance**”) and the Trust Indenture, dated as of [April 1], 2025 (the “**Trust Indenture**”), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the “**Bond Trustee**”);

WHEREAS, the Bonds will be secured by that certain Senior Master Indenture Promissory Note No. 2025-2 (the “**Master Note**”) issued by, and evidencing a joint and several obligation of, the Members of the Obligated Group (of which the Borrower is a member) under that certain Master Trust Indenture, dated as of September 1, 2012 (the “**Original Master Indenture**”), as supplemented by the First Supplemental Master Trust Indenture, dated as of September 1, 2012 (the “**First Supplemental Master Indenture**”), as supplemented by the Second Supplemental Master Trust Indenture, dated as of April 1, 2018 (the “**Second Supplemental Master Indenture**”), and to be further supplemented by the Third Supplemental Master Trust Indenture, dated as of t[April 1,] 2025 (the “**Third Supplemental Master Indenture**” and collectively with the Original Master Indenture, the First Supplemental Master Indenture and the Second Supplemental Master Indenture, the “**Master Trust Indenture**”), each between the Members of the Obligated Group (as defined in the Master Trust Indenture) and Computershare Trust Company, National Association, as master trustee (the “**Master Trustee**”);

WHEREAS, the Issuer and the Borrower has each duly authorized the execution, delivery and performance of this Loan Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the Issuer and each Borrower, jointly and severally, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows (provided that in the performance of the agreement of the Issuer herein contained, any obligation it may incur for the payment of money shall not constitute an indebtedness or other liability of the State or of a political subdivision of the State, except the Issuer, but any such obligation shall be payable solely out of the revenues or other receipts, funds or moneys to be derived by the Issuer under this Loan Agreement, the Master Note or the Trust Indenture and from any amounts otherwise available under the Trust Indenture for the payment of the Bonds):

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1. **Definitions.** For the purposes of this Loan Agreement, the following words and terms shall have the respective meanings set forth as follows, and any capitalized word or term used but not defined herein is used as defined in the Trust Indenture or the Master Trust Indenture:

“Authorized Representative” means, in the case of the Issuer, any Authorized Officer thereof and, in the case of the Borrower, any Authorized Representative as defined in the Master Trust Indenture, and, when used with reference to the performance of any act, the discharge of any duty, or the execution of any certificate or other document, any officer, employee or other person authorized to perform such act, discharge such duty or execute such certificate or other document, provided the Bond Trustee receives written evidence of such person’s authorization.

“Bond” or **“Bonds”** means the \$[] Chicago O’Hare International Airport Senior Special Facilities Revenue Bonds (TriPs Obligated Group), Series 2025.

“Borrower Financing Documents” means all documents and agreements executed and delivered by the Borrower or the Group Representative on the Date of Delivery as security for or in connection with the issuance of the Bonds, including this Loan Agreement, the Tax Certificate, the Master Note, and the General Certificate of each Member of the Obligated Group.

“Closing Date” means the date of issuance of the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder.

“Debt Service Fund” means the special trust fund so designated, established and maintained pursuant to Section 5.1 of the Trust Indenture.

“Debt Service Reserve Fund” means the special trust fund so designated, established and maintained pursuant to Section 5.1 of the Trust Indenture.

“Debt Service Reserve Requirement” has the meaning set forth in the Trust Indenture.

“DTC” or **“The Depository Trust Company”** means the limited-purpose trust company organized under the laws of the State of New York, which shall act as securities depository for the Bonds, and any successor thereto.

“Event of Default” means an Event of Default as defined in Section 5.1 hereof.

“Extraordinary Services” and **“Extraordinary Expenses”** means all services rendered or all expenses incurred, as applicable, by the Bond Trustee under the Trust Indenture other than Ordinary Services or Ordinary Expenses, as applicable.

“Fiscal Year” means the fiscal year of each Member of the Obligated Group as defined in the Master Trust Indenture.

“General Financing Documents” means the Borrower Financing Documents and the Issuer Financing Documents.

“Ground Lease” shall mean that certain Aero Chicago II, LLC Cargo Facility Phase III Lease, dated March 16, 2021, between the City of Chicago, as ground lessor, and Aero Chicago II, as ground lessee, as amended by that certain First Amendment to Aero Chicago II, LLC Cargo Facility Phase III Lease, dated November 1, 2024, between the City of Chicago, as ground lessor, and Aero Chicago II, as ground lessee, as such ground lease may from time to time be amended.

“Group Representative” has the meaning set forth in the Master Trust Indenture.

“Highest Lawful Rate” means the maximum rate of nonusurious interest allowed from time to time by law as is now in effect or, to the extent permitted by law, such higher rate as may hereafter be in effect.

“Indemnified Parties” means the Issuer, the Bond Trustee and any of their officers, directors, members, commissioners, employees, agents, servants and any other Person acting for or on behalf of the Issuer, or the Bond Trustee.

“Interest Payment Date” means each date on which interest is payable on the Bonds as provided in the Trust Indenture.

“Investment Proceeds” shall have the meaning ascribed thereto in the applicable Treasury regulations.

“Issuance Costs” means costs incurred by or on behalf of the Borrower in connection with the issuance of the Bonds by the Issuer.

“Issuer Financing Documents” means all documents and agreements executed and delivered by the Issuer on the Date of Delivery in connection with the issuance of the Bonds, including the Trust Indenture, the Loan Agreement and the Tax Certificate.

“Issuer Indemnified Person” means any of: (i) the Issuer, and (ii) each and every past, present or future alderman, officer, employee or agent (including, without limitation, counsel and financial advisors) of the Issuer.

“Material Adverse Effect” shall have the meaning set forth in the Master Trust Indenture.

“Member of the Obligated Group” shall have the meaning set forth in the Master Trust Indenture.

“Net Bond Proceeds” shall have the meaning ascribed to such term in the Code.

“Nonpurpose Investment” shall have the meaning ascribed to such term in the Code.

“Ordinary Services” and **“Ordinary Expenses”** means those services normally rendered or those expenses normally incurred, as applicable, by a trustee under instruments similar to the Trust Indenture prior to the occurrence of an event of default, including without limitation, fees and expenses of the Bond Trustee as Paying Agent, Tender Agent and bond registrar, and as custodian of the Funds under the Trust Indenture.

“Permitted Encumbrances” shall have the meaning set forth in the Master Trust Indenture with respect to the Project.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof

“Proceeds” means the Sale Proceeds and Investment Proceeds of the Bonds.

“Project” means the land, facilities, equipment and other property financed by the proceeds of the Bonds, and includes, without limitation, the Project Facilities.

“Project Costs” means the cost of acquisition, construction, reconstruction, renovation, rehabilitation, improvement and expansion of a Project, including the cost of the acquisition of all land, rights-of-way, property rights, leasehold interests, easements and interests, the cost of all machinery and equipment, financing charges, interest prior to and during construction and for one year after completion of construction whether or not capitalized, necessary reserve funds, cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, reconstructing, improving and expanding the facilities of a Project, administrative expense and such other expense as may be necessary or incident to the acquisition, construction, reconstruction, improvement and expansion thereof, the placing of the same in operation and the financing or refinancing of a Project, including the refunding of any outstanding obligations, mortgages or advances issued, made or given by any Person for any of the aforementioned costs, and any other cost permitted to be paid out of proceeds of the Bonds by the Act; provided, however, that Issuance Costs are not Project Costs.

“Qualifying Costs” means the Project Costs that are: (a) paid and incurred after the date which is sixty (60) days prior to an inducement date for the Bonds; (b) for federal income tax purposes, chargeable to the capital account(s) of the items of property included in a Project or would be so chargeable either with a proper election or but for a proper election to deduct such Project Costs; and (c) costs for parts of the Project Facilities that are “airport facilities” within the meaning of Section 142 of the Code and the applicable provisions of the Regulations.

“Redemption Price” means, when used with respect to a Bond or a portion thereof, the principal amount of such Bond or portion thereof; plus interest accrued thereon and the applicable premium, if any, payable upon redemption thereof pursuant to the Trust Indenture.

“Sale Proceeds” means all amounts already or constructively received from the sale of the Bonds, including amounts used to pay underwriter’s discount or compensation.

“State” means the State of Illinois.

“Supplemental Trust Indenture” means any Trust Indenture supplemental to the Trust Indenture or amendatory of the Trust Indenture, executed by the Issuer and the Trustee in accordance with Article X of the Trust Indenture.

“Tax Certificate” means collectively, the Arbitrage and Tax Matters Certificate dated the date of initial issuance and delivery of the Bonds, executed by the Issuer and the Borrower, and any amendments and supplements thereto.

“Tenant Leases” means those subleases currently in existence or entered into hereinafter, by and between Borrower and sublessees of all or any portion of a Project.

“Term”, when used with reference to this Loan Agreement, means the term of this Loan Agreement determined as provided in Section 3.7 hereof.

Section 1.2. **Interpretation.** In this Loan Agreement:

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

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

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

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

(e) Nothing contained in this Loan Agreement shall be construed to cause the Borrower to become the agent for the Issuer or the Bond Trustee for any purpose whatsoever, nor shall the Issuer or the Bond Trustee be responsible for any shortage, discrepancy, damage, loss or destruction of any part of a Project wherever located or for whatever cause.

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

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

(h) This Loan Agreement shall be governed by and construed in accordance with the applicable laws of the State.

(i) If any provision of this Loan Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations by the Issuer. The Issuer represents and warrants that:

(a) The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of the Article VII of the Constitution and a home rule unit of local government under Section 6(a) of Article VII of the Constitution. The Issuer is authorized to issue the Bonds.

(b) The Issuer has full power and Issuer pursuant to the Constitution to execute and deliver, and to consummate all transactions contemplated to be consummated by it under, the Bonds and the Issuer Financing Documents.

(c) By ordinance duly enacted by the Issuer and still in full force and effect, the Issuer has authorized the execution, delivery and due performance of the Bonds and the Issuer Financing Documents, and the taking of any and all action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement and the Trust Indenture, and all approvals necessary in connection with the foregoing have been received.

(d) The Bonds have been duly authorized, executed, authenticated, issued and delivered, constitute valid and binding special obligations of the Issuer payable solely from revenues or other receipts, funds or moneys pledged therefor under this Loan Agreement and the Trust Indenture and from any amounts otherwise available under the Trust Indenture as part of the Trust Estate, and are entitled to the benefit of the Trust Indenture.

(e) The execution and delivery of the Bonds and the Issuer Financing Documents, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under the Constitution, any statute, indenture,

mortgage, deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties, and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation by the Issuer of the transactions contemplated thereby have been obtained.

(f) Subject to the provisions of this Loan Agreement and the Trust Indenture, the Issuer will apply the proceeds of the Bonds to the purposes specified in the Issuer Financing Documents.

(g) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to its knowledge, threatened against or affecting the Issuer, or to the best knowledge of the Issuer, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby, or in any of the other Issuer Financing Documents, or which, in any way, would adversely affect the validity of the Bonds, or the validity of or enforceability of the Issuer Financing Documents, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in consummation of the transactions contemplated hereby and by the Issuer Financing Documents.

(h) In addition to the foregoing representations and warranties, the representations of the Issuer set forth in the Tax Certificate delivered concurrently with the execution and delivery hereof are by this reference incorporated in this Loan Agreement as though fully set forth herein.

Section 2.2. Representations by the Borrower. The Borrower represents and warrants to the Issuer that, as of the date of execution of this Loan Agreement and as of the date of delivery of the Bonds to the initial purchasers thereof (such representations and warranties to remain operative and in full force and effect regardless of the issuance of the Bonds or any investigations by or on behalf of the Issuer or the results thereof):

(a) The Borrower has been duly organized, validly exists and is in good standing under the laws of its state of organization, has full legal right, power and Issuer to enter into this Loan Agreement and the other Borrower Financing Documents, and to carry out and consummate all transactions contemplated hereby and by the Borrower Financing Documents, and by proper organizational action has duly authorized the execution, delivery and performance of this Loan Agreement and the Borrower Financing Documents.

(b) The officers of the Borrower executing this Loan Agreement and the Borrower Financing Documents are duly and properly in office and fully authorized to execute the same.

(c) This Loan Agreement and the Borrower Financing Documents have been duly authorized, executed and delivered by the Borrower.

(d) This Loan Agreement and the Borrower Financing Documents, when assigned to the Bond Trustee pursuant to the Trust Indenture, will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower by the Bond Trustee in accordance with their terms for the benefit of the Owners of the Bonds, and the Unassigned Rights constitute

the legal, valid, and binding agreements of the Borrower enforceable against the Borrower by the Issuer in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

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

(f) No consent or approval of any bond trustee or holder of any indebtedness of any Borrower or any guarantor of indebtedness of or other provider of credit or liquidity of or to such Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental Issuer (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of this Loan Agreement or the Borrower Financing Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental Issuer, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of any Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Loan Agreement or the Borrower Financing Documents, or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental Issuer, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement or the Borrower Financing Documents, or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are

reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

(h) No written information, exhibit or report furnished to the Issuer by the Borrower in its application for financing or in connection with the negotiation of this Loan Agreement or the Borrower Financing Documents (including financial statements, if any, whether audited or unaudited, and any other financial information provided in connection therewith) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Borrower has good and marketable title to the applicable Project Facility free and clear from all encumbrances other than Permitted Liens.

(j) The Borrower complies in all material respects with all applicable Environmental Regulations.

(k) Neither any Borrower nor any of the Project Facilities are the subject of a federal, state or local investigation evaluating whether any remedial action is needed to respond to any alleged violation of or condition regulated by Environmental Regulations or to respond to a release of any Hazardous Substances into the environment.

(l) No Borrower has any material contingent liability in connection with any release of any Hazardous Substances into the environment.

ARTICLE III

THE LOAN

Section 3.1. Loan Clauses.

(a) Subject to the conditions and in accordance with the terms of this Loan Agreement, the Issuer agrees (i) to issue the Bonds and cause the Bond Trustee to deposit such amounts in accordance with the terms of the Trust Indenture and (ii) to loan the proceeds of the Bonds to the Borrower in exchange for loan payments equal to the principal and interest due on the Bonds on each Interest Payment Date and Principal Payment Date. On the date hereof, the Borrower shall execute and deliver a promissory note, in the form attached hereto as Exhibit A. Concurrently, with the sale of the Bonds and to further evidence the Borrower's obligation to make loan payments under this Loan Agreement, the Borrower has executed and delivered each Borrower Financing Document.

(b) The Loan shall be made available at the time of delivery of the Bonds and receipt of payment therefor by the Issuer against receipt by the Bond Trustee of the Master Note duly executed and delivered to evidence the pecuniary indebtedness of the Borrower hereunder and the security interest of the Bond Trustee in the trust estate pledged under the Master Trust Indenture. As and for the Loan, the Issuer shall apply the proceeds of the Bonds as provided in the Trust Indenture on the terms and conditions therein prescribed. Each Member of the Obligated Group agrees that it will use all of the proceeds of the Bonds for the Project.

(c) On the Business Day immediately prior to any date on which principal or Redemption Price of, or interest on, the Bonds is due, if insufficient moneys are then on deposit in the Debt Service Fund (taking into account any amounts to be transferred to or credited to the Debt Service Fund pursuant to Section 5.4 of the Trust Indenture) and available therefor, the Borrower shall, prior to 10:00 a.m. New York City time on such date, pay (or cause the Master Trustee to pay in accordance with the Master Trust Indenture) to the Bond Trustee for deposit in the Debt Service Fund the amount necessary (in immediately available funds, as necessary) for the payment of such principal, interest, and premium, if any, due on such date. In addition, the Borrower shall pay or cause the Master Trustee to pay to the Bond Trustee, as and when the same shall become due, all other amounts due under the General Financing Documents, together with interest thereon at the then applicable rate as set forth herein.

(d) The Borrower shall have the option to prepay its payment obligations hereunder in whole or in part at the times and in the manner provided in Article VI hereof and in accordance with the Master Trust Indenture. The Borrower hereby agrees to prepay its payment obligations hereunder in the amount required to effect a redemption (at the applicable Redemption Price) of the Bonds in whole or in part at the times and in the manner provided in Article VI hereof and in accordance with the Master Trust Indenture.

(e) At its option, to be exercised on or before the forty-fifth (45th) day next preceding the date any Bonds are to be redeemed from mandatory Sinking Fund Payments, provided no Event of Default has occurred and is continuing, Borrower may deliver to the Bond Trustee Bonds which are subject to mandatory Sinking Fund Payment redemption in an aggregate principal amount not in excess of the principal amount of Bonds to be so redeemed on such date. Each Bond so delivered shall be credited by the Bond Trustee at 100% of the principal amount thereof against the obligation of the Borrower to make the next payment with respect to principal on the Bonds.

(f) If the Bond Trustee has not received payment by Noon, New York City time, on the Business Day prior to the date on which principal or Redemption Price of or interest on the Bonds is due, the Bond Trustee shall immediately make oral and facsimile demand to the Master Trustee for such amount with overnight confirmation.

(g) If the amounts in the applicable account of the Debt Service Reserve Fund are not at the level of the Debt Service Reserve Requirement, the Borrower shall or shall cause the Master Trustee, on or before the fifteenth (15th) day of the month next following the date the Borrower is notified of such deficiency, to deposit with the Bond Trustee sufficient moneys to meet the Debt Service Reserve Requirement under the Trust Indenture. No withdrawal from the Debt Service Reserve Fund to make up for a deficiency in the Debt Service Fund shall be deemed to cure any failure by the Borrower to pay or cause to be paid the amounts required by Section 3.1(c) hereof when due.

Section 3.2. Other Amounts Payable and Other Obligations.

(a) The Borrower hereby further expressly agrees to pay or cause to be paid by the Master Trustee in accordance with the Master Trust Indenture an amount equal to (i) the initial and annual fees of the Bond Trustee for the Ordinary Services of the Bond Trustee rendered and

its Ordinary Expenses incurred under the Trust Indenture, including its reasonable fees and expenses as Registrar and in connection with preparation of new Bonds upon exchanges or transfers, and the reasonable fees and expenses of Bond Trustee's counsel, (ii) the reasonable fees and expenses of the Bond Trustee, and any Paying Agents on the Bonds for acting as such as provided in the Trust Indenture, including the reasonable fees and expenses of its and their counsel, (iii) the reasonable fees and expenses of the Bond Trustee for Extraordinary Services rendered by it and Extraordinary Expenses incurred by it under the Trust Indenture, including reasonable counsel fees and expenses, (iv) the reasonable fees and expenses of the Issuer, including the reasonable fees and expenses of its counsel, incurred by the Issuer as a result of an Event of Default or otherwise enforcing this Loan Agreement, and (v) any other sums required to be paid by the Borrower under the terms of the Trust Indenture and the Master Note. Scheduled fees and expenses shall be paid on or before the scheduled due date. Unscheduled fees and expenses will be paid on the specified due date, or if the due date is fewer than 30 days from receipt, within 30 days of receipt.

(b) The Borrower agrees to pay or cause to be paid all amounts payable by it in connection with compliance with Section 148 of the Code, including any expenses of the Issuer incurred in connection with rebate compliance pursuant to the Trust Indenture and the Master Trust Indenture at the time and in the manner therein provided.

(c) The Borrower agrees to fund, replenish and maintain all amounts required to be funded, replenished and maintained in the Funds and Accounts established in and as required by Article V of the Trust Indenture.

(d) The Borrower agrees to perform all obligations required to be performed by it under the Trust Indenture in accordance with its terms.

Section 3.3. Additional Payments. In addition to the payments set forth in Section 3.1 and 3.2 hereof, the Borrower shall also pay to the Issuer or to the Bond Trustee, as the case may be, "**Additional Payments**," as follows:

(a) All taxes and assessments of any type or character charged to the Issuer or to the Bond Trustee affecting the amount available to the Issuer or the Bond Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental Issuer of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Bond Trustee and taxes based upon or measured by the net income of the Bond Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Bond Trustee, at such Borrower's expense, to protest and contest any such taxes or assessments levied upon them and that such Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Bond Trustee;

(b) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Issuer or the Bond Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Loan Agreement,

the Borrower Financing Documents or the Trust Indenture, including, but not limited to, any audit or inquiry by the Internal Revenue Service or any other governmental body; and

(c) The reasonable fees and expenses of the Issuer or any agent or attorney selected by the Issuer to act on its behalf in connection with this Loan Agreement, the Borrower Financing Documents, the Bonds or the Trust Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of any such Bonds or in connection with any litigation, investigation, inquiry or other proceeding which may at any time be instituted involving this Loan Agreement, the Borrower Financing Documents, the Bonds or the Trust Indenture or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of this Loan Agreement and the Borrower Financing Documents.

Such Additional Payments shall be billed to the Borrower by the Issuer or the Bond Trustee from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Issuer or the Bond Trustee for one or more of the above items. After such a demand, amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

Section 3.4. Manner of Payment. The payments provided for in Section 3.1 hereof shall be made by any reasonable method providing immediately available funds at the time and place of payment directly to the Bond Trustee for the account of the Issuer and shall be deposited in the Debt Service Fund or the Debt Service Reserve Fund, as appropriate. The additional payments provided for in Section 3.2 shall be made in the same manner directly to the entitled party or to the Bond Trustee for its own use or disbursement to the Paying Agents, as the case may be. To the extent the Borrower does not pay any amount owed hereunder by its due date, the Bond Trustee shall immediately notify the Master Trustee and request payment from funds available under the Master Trust Indenture in accordance with its items.

Section 3.5. Obligation Unconditional. The obligations of the Borrower under this Loan Agreement and the other Borrower Financing Documents shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Issuer or the Bond Trustee. The Borrower will not suspend or discontinue any such payment or terminate this Loan Agreement (other than in the manner provided for hereunder) for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, failure of title, or commercial frustration of purpose, or any damage to or destruction of the Project, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof; or any failure of the Issuer or the Bond Trustee to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with the Borrower Financing Documents.

Section 3.6. Usury. Notwithstanding any provision of the General Financing Documents to the contrary, it is hereby agreed by and between the Issuer and the Borrower that in no event (including without limitation the acceleration of maturity of the Bonds or the

redemption of the Bonds pursuant to the General Financing Documents) shall the amount of loan payments contracted for, charged, received, reserved or taken in connection with the loan arrangements made hereunder, if and to the extent such loan payments (or a portion thereof) are treated as interest for purposes of State law ("**Interest**"), exceed the amount of interest which could have been contracted for, charged, reserved, received or taken at the Highest Lawful Rate. For purposes of this Section, to the maximum extent permitted by law, the rate of interest attributable to loan payments shall be determined by: (i) spreading payments over the term of this loan payments; (ii) if appropriate, characterizing payments as a premium for the privilege of making an optional prepayment of an obligation; and (iii) giving effect to the provisions of any other General Financing Document which require the cancellation or refunding of Interest. Excess interest, if any after the application of the foregoing provisions, provided for in the General Financing Documents shall be cancelled automatically as of the date of such acceleration, redemption or purchase or, if theretofore paid, shall be credited to future loan payments or if all loan payments have been, or would thereby be, paid in full, refunded to the Borrower (provided, however, that, so long as the Master Trust Indenture remains in full force and effect, any refund shall be paid to the Master Trustee for deposit to the Revenue Fund for application as revenues in accordance with the Master Trust Indenture). However, in lieu of such cancellation or refund, the Bond Trustee shall (if requested by the Holders of all of the Outstanding Bonds affected), to the extent permitted by applicable law, delay the date on which any payment is due hereunder or under any of the General Financing Documents until the earliest Business Day that will result in the payment of Interest at a rate not in excess of the Highest Lawful Rate.

Section 3.7. Effective Date and Term.

(a) This Loan Agreement shall become effective upon its execution and delivery by the parties hereto, shall remain in full force from such date and, subject to the provisions hereof (including particularly Articles V and VI), and shall expire on such date as the Trust Indenture shall be discharged and satisfied in accordance with the provisions of Article 14 thereof. The Borrower's obligations under Sections 5.3, 7.10 and 7.11 hereof, however, shall survive the expiration of this Loan Agreement in accordance with the provisions of said Section.

(b) Within sixty (60) days of such expiration, the Issuer shall deliver to the Borrower any documents and take or cause the Bond Trustee, at the Borrower's expense, to take any such reasonable actions as may be necessary to effect the cancellation, release and satisfaction of the Trust Indenture and the General Financing Documents.

Section 3.8. Security for Borrower's Performance.

(a) This Loan Agreement represents the joint and several general obligation of the Borrower and the obligations created hereunder are evidenced in part by the Master Note issued pursuant to the Master Trust Indenture. The Master Note is the joint and several general obligations of each Member of the Obligated Group and are secured by such mortgages, liens and security interests as are provided under the Master Trust Indenture. The full faith and credit of each Member of the Obligated Group is pledged to pay all sums due or to become due hereunder and under the Master Note. The obligations hereunder are secured by the terms and

provisions of the Master Trust Indenture. This Loan Agreement constitutes a Related Financing Document, as defined in the Master Trust Indenture.

Section 3.9. Special Services Covenant. The obligations hereunder are secured by the terms and provisions of the Master Trust Indenture and the Borrower shall continue to operate its Project Facility for its original intended purpose as long as any Bonds remain Outstanding; provided, however, the Issuer, upon review of such facts as it deems relevant, may, from time to time, allow any Member of the Obligated Group to provide alternative services which provide public benefit to the applicable Project Jurisdiction and its residents, or deem this special services covenant to be satisfied in whole or in part.

ARTICLE IV **COVENANTS OF THE BORROWER**

Section 4.1. Compliance with Master Trust Indenture. The Borrower covenants and agrees that, during the term of this Loan Agreement, it will at all times comply in all material respects with the requirements of the Master Trust Indenture.

Section 4.2. Continuing Disclosure. The Borrower hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement, if and to the extent applicable and required. Notwithstanding any other provision of this Loan Agreement to the contrary, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Bond Trustee may (and, at the request of the holders of at least 25% aggregate principal amount in Outstanding Bonds shall, but only to the extent the Bond Trustee has been tendered funds in an amount satisfactory to it or it has been otherwise indemnified from and against any loss, liability, cost or expense, including without limitation, fees and expense of its counsel and agents and additional fees and charges of the Bond Trustee) or any Bondholder may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Borrower to comply with its obligations under this Section.

Section 4.3. Records; Financial Reports. The financial reports required by Section 6.10 of the Master Trust Indenture also shall be filed with the Bond Trustee and any Bondholder who is a registered Owner of at least \$1,000,000 principal amount of Bonds and who requests such reports from each Member of the Obligated Group in writing. The Bond Trustee shall have no responsibility to review any such statements submitted to it. The Borrower shall keep complete and accurate lists and other records containing all information necessary to reflect the use of proceeds of the Bonds loaned to it pursuant to this Loan Agreement and from time to time upon request of the Issuer will furnish copies thereof to the Issuer.

Section 4.4. Filing. The Borrower shall at its own expense or the expense of other members of the Obligated Group join with other members of the Obligated Group to file financing statements with respect to the Master Trust Indenture in accordance with the requirements of Section 6.4 of the Master Trust Indenture.

Section 4.5. Bonds Not to Become Taxable.

(a) The Borrower covenants and agrees that its use of the Proceeds of the Bonds will at all times satisfy the requirements of the Tax Certificate.

(b) The Borrower will make such use of the proceeds of the Bonds and all other funds held by the Bond Trustee under the Trust Indenture or otherwise allocable to the Bonds, restrict the investment of such proceeds and other funds, and take such other and further action as may be required so that the Bonds will not constitute “arbitrage bonds” under Section 148(a) of the Code and the Regulations. In particular, but without limitation, the Borrower agrees to instruct the Bond Trustee with respect to investments in accordance with Section 5.6 of the Trust Indenture. The Borrower agrees to pay all of the fees and expenses of a nationally recognized bond counsel, a certified public accountant and any other necessary consultant employed by the Borrower or the Issuer in connection with any of the requirements imposed by Section 5.5 of the Trust Indenture.

(c) The Borrower shall comply and shall cause the Group Representative to comply with the requirements of Section 148 of the Code as provided in the Master Trust Indenture.

(d) The Borrower agrees to provide to the Bond Trustee, at such time as required by the Bond Trustee and as otherwise required by the Master Trust Indenture, all information reasonably required by the Bond Trustee with respect to Nonpurpose Investments held under the Trust Indenture or otherwise.

(e) The Borrower covenants and agrees that the average maturity of the Bonds, taking into account the issue price of the various maturities of the Bonds, will not exceed 120 percent of the reasonably expected economic life of the Projects, taking into account the respective cost of each item composing the Project Facilities. For purposes of the preceding sentence, the reasonably expected economic life of the Project shall be determined as of the later of (i) the date on which the Bonds are issued or (ii) the date on which the Project is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of the Project.

(f) The Borrower covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and applicable regulations thereunder, except as permitted by section 149(b)(3) of the Code and such regulations.

(g) The Borrower hereby elects not to claim depreciation or an investment credit for federal income tax purposes with respect to any portion of the Project Facilities (or any other property financed with the Net Bond Proceeds of any Bonds). The Borrower will take all actions necessary to make this election binding on all its successors in interest under the Ground Lease. This election shall be irrevocable. Furthermore, the Borrower covenants that no portion of the Project Facilities (or any other property financed with the Net Bond Proceeds of any Bonds) which is subject to the Mortgage will be removed upon the termination of the Ground Lease.

Section 4.6. Permitted Indebtedness. Any Indebtedness incurred or assumed by the Borrower may be incurred or assumed only as permitted by the Master Trust Indenture.

Section 4.7. Sale or other Disposition of Project Facilities. The Borrower shall not sell, transfer, assign or otherwise dispose of any of the Project or any interest therein except in compliance with the terms and conditions of the Master Trust Indenture.

Section 4.8. Further Assurances and Corrective Instruments. The Issuer (subject to Section 7.16 hereof) and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or for carrying out the intention of or facilitating the performance of this Loan Agreement.

Section 4.9. Covenant by Borrower as to Compliance with Trust Indenture. The Borrower covenants and agrees that it will comply with the provisions of the Trust Indenture with respect to the Borrower and that the Bond Trustee and the Bondholders shall have the power and authority provided in the Trust Indenture. The Borrower further agrees to aid in the furnishing to the Issuer or the Bond Trustee of opinions that may be required under the Trust Indenture. The Borrower covenants and agrees that the Bond Trustee shall be entitled to and shall have all the rights, including the right to enforce against the Borrower the provisions of the Borrower Financing Documents, pertaining to the Bond Trustee notwithstanding the fact that the Bond Trustee is not a party to the Borrower Financing Documents.

Section 4.10. Assignment of Agreement or Master Note. (a) The Borrower may not assign its rights, interests or obligations hereunder or under the Master Note or the Borrower Financing Documents, except as may be permitted pursuant to the Master Trust Indenture.

(b) The Issuer agrees that it will not assign or transfer any of the Borrower Financing Documents or the revenues and other receipts, funds and moneys to be received thereunder during the Term except to the Bond Trustee as provided in this Loan Agreement and the Trust Indenture.

Section 4.11. Default Notification. The Borrower shall deliver or cause to be delivered to the Issuer and the Bond Trustee at the same time such notices are required to be delivered to the Master Trustee all notices required to be delivered pursuant to Section 7.11 of the Master Trust Indenture.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default.

“**Event of Default**”, as used herein, shall mean any of the following events of which a Responsible Officer of the Bond Trustee has received actual written notice (provided that the Bond Trustee shall be deemed to have received written notice with respect to any event specified in subsection (a)), unless in each case cured by the Borrower, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or come about or be effected by

operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) if any Borrower shall fail

(i) to make or cause to be made any payment of principal, Redemption Price or interest pursuant to Sections 3.1(c) or 3.1(d) hereof or when due hereunder or under the terms of the Master Note; or

(ii) to make any deposit or other payment required to be made to the Bond Trustee hereunder prior to the earlier of (1) the 15th day following the due date of such deposit or payment in accordance with the terms hereof, or (2) the date on which any payment is required to be made by the Bond Trustee on the Bonds from any such amount; or

(b) if any Borrower shall fail to observe or perform any covenant or agreement contained in this Loan Agreement or any Company Financing Document, the Mortgage to which it is a party or the Master Trust Indenture or the Ground Lease and such failure continues for a period of 30 days after written notice of such failure, requiring the same to be remedied, shall have been given by the Bond Trustee to the Borrower, the giving of which notice shall be at the discretion of the Bond Trustee unless the Bond Trustee is requested in writing to do so by the Holders of at least 25% in aggregate principal amount of the Outstanding Bonds; provided, however, that if such observance or performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied within such 30-day period but can be done, taken or remedied within a reasonable period of time, no Event of Default shall be deemed to have occurred or to exist if, and so long as, the Borrower shall commence such work, action or other remedy within such 30-day period and shall diligently and continuously prosecute the same to completion; or

(c) if any warranty, representation, certification, financial statement or other information made or furnished to induce the Issuer to enter into this Loan Agreement or allow any Bonds to be issued, or made or furnished, at any time, in or pursuant to the terms of any Company Financing Document or the Ground Lease by the Group Representative or the Borrower shall prove to have been false or misleading in any material respect when made or furnished and shall result in a Material Adverse Effect and, if capable of being cured, such misrepresentation shall continue uncured for thirty (30) or more days from the discovery thereof; provided that if the Borrower commences efforts to cure such misrepresentation within such thirty (30) day period the Borrower may continue to effect such cure of the misrepresentation and such misrepresentation shall not be deemed an Event of Default if the Borrower is diligently pursuing the cure; or

(d) if an Event of Default under the Master Trust Indenture shall occur and is not waived or cured.

Section 5.2. Remedies on Default.

(a) Whenever any Event of Default shall have occurred, the Bond Trustee, or the Issuer where so provided herein, may take any one or more of the following actions:

(i) One or more of the Master Note and the corresponding obligations of the Borrower hereunder may be accelerated or shall be accelerated in the same manner and subject to the same conditions as specified in Sections 8.1(b) and 8.1(c) of the Trust Indenture and, to the extent any Bond is accelerated, the corresponding Master Note shall be accelerated to the same extent.

(ii) The Issuer, without the consent of the Bond Trustee or any Bondholder, may proceed to enforce the obligations of the Borrower to the Issuer in respect of the Unassigned Rights.

(iii) The Bond Trustee may take whatever action at law or in equity it may have to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of the obligations, agreements, and covenants of the Borrower under the Borrower Financing Documents, including, to the extent permitted by applicable law, by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the Project in accordance with such Company Financing Document.

(iv) The Bond Trustee may exercise any and all rights it may have under the General Financing Documents, including, without limitation, the requirement that the Borrower obtain the prior written consent of the Bond Trustee to the taking of any action otherwise permitted by the General Financing Documents.

(b) In the event that any Event of Default or any proceeding taken by the Issuer or by the Bond Trustee thereon shall be waived or determined adversely to the Issuer or the Bond Trustee, then the Event of Default shall be annulled and the Issuer, the Bond Trustee and the Borrower shall be restored to their former rights hereunder, but no such waiver or determination shall extend to any subsequent or other default or impair any right consequent thereon.

(c) Notwithstanding anything to the contrary in this Loan Agreement, the Issuer shall have no obligation to and instead the Bond Trustee may, without further direction from the Issuer, take any and all steps, actions and proceedings, to enforce any and all rights of the Issuer (other than the Unassigned Rights and those specifically retained by the Issuer pursuant to the Trust Indenture) under the Trust Indenture or the Loan Agreement, including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of an Event of Default and the obligations of the Borrower hereunder.

Section 5.3. No Duty to Mitigate Damages. Unless otherwise required by law, neither the Issuer, the Bond Trustee nor any Bondholder shall be obligated to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if an Event of Default shall occur.

Section 5.4. Remedies Cumulative. No remedy herein conferred upon or reserved to the Issuer or the Bond Trustee is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. Delay or omission to exercise any right or power accruing upon any default or failure by

the Issuer or the Bond Trustee to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by the Borrower hereunder shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, by injunction or other appropriate legal or equitable remedy, strict compliance by each Member of the Obligated Group with all of the covenants and conditions hereof; or of the right to exercise any such rights or remedies, if such default by the Borrower be continued or repeated.

Section 5.5. Notice of Default by Bond Trustee. Subject to Section 8.10 of the Trust Indenture, if the Bond Trustee has actual knowledge or actual or constructive notice of an Event of Default hereunder, the Bond Trustee shall within one Business Day deliver written notice of the same to the Holders and, except to the extent notice of the same has been delivered thereto by another Person (or was sent by such Person) to the Master Trustee, the Issuer, the Borrower and the Group Representative.

ARTICLE VI

PREPAYMENT PROVISIONS

Section 6.1. Optional and Extraordinary Prepayment.

(a) The Borrower shall have, and is hereby granted, the option to prepay its obligations hereunder as a whole, or in part, at any time by delivering a written notice to the Bond Trustee in accordance with the Trust Indenture, with a copy to the Issuer, setting forth the amount to be prepaid, the amount of Bonds requested to be redeemed with the proceeds of such payment (to the extent authorized by and in the manner required by the Master Trust Indenture and the Trust Indenture), and the date on which such Bonds are to be redeemed. Such prepayment must be sufficient to provide moneys for the payment of interest and Redemption Price in accordance with the terms of the Bonds requested to be redeemed with such prepayment and all other amounts then due under the Borrower Financing Documents. In the event of any complete prepayment of its lease, the Borrower shall, at the time of such prepayment, also pay or provide for the payment of all reasonable or necessary fees and expenses of the Issuer, the Bond Trustee and Paying Agent accrued and to accrue through the final payment of all the Bonds. Any such prepayments shall be applied to the redemption of Bonds in the manner provided in Article VII of the Trust Indenture, and credited against payments due hereunder in the same manner.

(b) The Borrower shall be required to prepay its loan payments in whole or in part to the extent and at the times necessary to effect, a mandatory redemption in the manner and at the times required by Article III of the Trust Indenture:

(c) The Borrower may prepay its loan payments in whole or in part to effect an extraordinary optional redemption to the extent, in the manner and at the times permitted pursuant to the Trust Indenture.

(d) In any such case, the loan payment shall be a sum sufficient, together with other funds deposited with the Bond Trustee and available for such purpose, to redeem the Bonds called for the redemption under the Trust Indenture at the applicable Redemption Price, and with

respect to any final payment of the Bonds all other amounts due under this Loan Agreement and the Master Note.

Section 6.2. Notice of Prepayment. To exercise any options granted in this Article, or to consummate the acceleration of the loan payments as set forth in this Article, the written notice to the Bond Trustee and the Issuer shall be signed by an Authorized Representative of the Borrower and shall specify therein the date of prepayment, which date shall be not less than thirty-five (35) days nor more than ninety (90) days from the date the notice is received by the Bond Trustee. A duplicate copy of any written notice hereunder shall also be filed with the Issuer by the Borrower.

ARTICLE VII

GENERAL

Section 7.1. Trust Indenture.

(a) Moneys received from the sale of the Bonds and all loan payments made by the Borrower and all other moneys received by the Issuer or the Bond Trustee under the General Financing Documents shall be applied solely and exclusively in the manner and for the purposes expressed and specified in the Master Trust Indenture, the Trust Indenture and in the Bonds and as provided in this Loan Agreement.

(b) The Borrower shall have and may exercise all the rights, powers and Issuer given the Borrower in the Trust Indenture and in the Bonds, and the Trust Indenture and the Bonds shall not be modified, altered or amended in any manner which adversely affects such rights, powers and Issuer or otherwise adversely affects the Borrower without the prior written consent of the Borrower.

Section 7.2. Benefit of and Enforcement by Bondholders. The Issuer and the Borrower agree that this Loan Agreement is executed in part to induce the purchase by others of the Bonds and for the further securing of the Bonds, and accordingly that all covenants and agreements on the part of the Issuer and the Borrower as to the amounts payable with respect to the Bonds and the Master Note hereunder are hereby declared to be for the benefit of the holders from time to time of the Bonds and may be enforced as provided in the Trust Indenture on behalf of the Bondholders by the Bond Trustee.

Section 7.3. Amendments. This Loan Agreement may be amended only in accordance with the requirements of the Trust Indenture.

Section 7.4. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or on the third Business Day after mailed by certified mail, postage prepaid, or trackable overnight delivery, (or if earlier, when received or refused) addressed as follows:

Issuer:	City of Chicago Chief Financial Officer 121 N. LaSalle Street, 7 th Floor Chicago, IL 60602
	City of Chicago Chicago Department of Aviation Aviation Administration Building Chicago O'Hare International Airport 10510 W. Zemke Road Chicago, Illinois 60666 Attention: Assistant Commissioner – Finance
Borrower:	c/o RAL GP, LLC 201 West Street, Suite 200 Annapolis, Maryland 21401 Attention: David Rose Bobbie Paquin
Bond Trustee:	The Bank of New York Mellon Trust Company, N.A. 2 N. LaSalle Street, Suite #1020 Chicago, IL 60602 Attn: Corporate Trust

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Borrower to the other shall also be given to the Bond Trustee. The Issuer, the Borrower and the Bond Trustee may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.5. Non-Liability of Issuer. The Issuer shall not be obligated to pay the principal (or Redemption Price) of or interest on the Bonds, except from revenues and other moneys and assets received by the Bond Trustee pursuant to this Loan Agreement. Neither the faith and credit nor the taxing power of the State of Illinois, any other political subdivision thereof, nor the faith and credit of the Issuer is pledged to the payment of the principal (or Redemption Price) or interest on the Bonds. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Loan Agreement, the Bonds or the Trust Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Loan Agreement.

The Borrower hereby acknowledges that the Issuer's sole source of moneys to repay the Bonds will be provided by the payments made by the Borrower to the Bond Trustee pursuant to this Loan Agreement, together with investment income on certain funds and accounts held by the Bond Trustee under the Trust Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or Redemption Price) and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Bond Trustee, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or Redemption Price) or interest when due, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Bond Trustee, any Member of the Obligated Group, the Issuer or any third party, subject to any right of reimbursement from the Bond Trustee, the Issuer or any such third party, as the case may be, therefor.

Section 7.6. Waiver of Personal Liability. No director, member, officer, agent or employee of the Issuer or any director, officer, agent or employee of each Member of the Obligated Group shall be individually or personally liable for the payment of any principal (or Redemption Price) or interest on the Bonds or any sum hereunder or under the Trust Indenture be subject to any personal liability or accountability by reason of the execution and delivery of this Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Loan Agreement.

Section 7.7. Filing.

(a) Financing statements reflecting the security interest of the Issuer under Section 3.8 hereof and the assignment of such security interests to the Bond Trustee shall be filed by the Borrower in a form which fully complies with the Uniform Commercial Code filing and in such office as may be at the time provided by law as the proper place for the filing of any of the foregoing by the Borrower. Subject to Section 7.8 of the Trust Indenture, continuation statements for the financing statements filed at the time of issuance of the Bonds shall be filed by the Bond Trustee within the time prescribed by the Uniform Commercial Code in order to continue the perfection of such security interest.

(b) The Borrower hereby irrevocably authorizes the Master Trustee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the collateral (i) as all assets of the Borrower pledged under this Loan Agreement or words of similar effect, regardless of whether any particular asset comprised in the collateral falls within the scope of Article 9 of the Uniform Commercial Code of the state of organization of the Borrower, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the state of the Borrower's location for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Borrower is an organization, the type of organization and any organization identification number issued to the Borrower, and, (ii) in the case of a financing statement filed as a fixture filing or indicating collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the collateral relates. The Borrower agrees to furnish any such information to the Master Trustee promptly upon request. The Borrower also ratifies its

authorization for the Master Trustee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof

Section 7.8. Prior Agreements Superseded. This Loan Agreement, together with all agreements executed by the parties concurrently herewith or in conjunction with the sale of the Bonds or any other Bonds, shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Issuer and the Borrower relating to the leasing of property and financing of the Project, including those contained in any commitment letter executed in anticipation of the issuance of the Bonds or any other Bonds.

Section 7.9. Execution of Counterparts. This Loan Agreement may be executed simultaneously in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.10. Expenses. The Borrower shall pay and indemnify the Issuer, the officers and employees of the Issuer and the Bond Trustee against all reasonable fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith (and with respect to the Bond Trustee, without negligence) and arising out of or in connection with this Loan Agreement, Obligated Group Financing Documents, the Bonds or the Trust Indenture. These obligations and those in Section 7.11 shall remain valid and in effect notwithstanding repayment of the loan hereunder or the Bonds or termination of this Loan Agreement or the Trust Indenture.

Section 7.11. Indemnification. (a) To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Bond Trustee and every Issuer Indemnified Person (collectively, the “**Indemnified Parties**”), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Bonds, the Trust Indenture, the Loan Agreement, the Borrower Financing Documents or the Tax Agreement or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Bonds;

(ii) the performance and observance by or on behalf of the Issuer of those things on the part of the Issuer agreed to be performed or observed hereunder;

(iii) any act or omission of any Borrower or any of its agents, contractors, servants, employees, tenants or licensees in connection with the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation or construction of, the Project or any part thereof;

(iv) any lien or charge upon payments by any Borrower to the Issuer and the Bond Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes

and sales taxes), assessments, impositions and other charges imposed on the Issuer or the Bond Trustee in respect of any portion of the Project;

(v) any violation of any Environmental Regulations with respect to, or the release of any Hazardous Substances from, the Project or any part thereof;

(vi) the defeasance and/or redemption, in whole or in part, of the Bonds;

(vii) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering or disclosure document or disclosure or continuing disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering or disclosure document or disclosure or continuing disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(viii) any declaration of taxability of interest on the Bonds, or allegations that interest on the Bonds is taxable or any regulatory audit or inquiry regarding whether interest in the Bonds is taxable;

(ix) the Bond Trustee's acceptance or administration of the trust of the Trust Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Bonds to which it is a party;

(x) any injury to, or death of, any Person or damage to property in or upon any Project Facility or growing out of, or connected with, the use, nonuse, condition or occupancy of the Project Facility;

except (A) in the case of the foregoing indemnification of the Bond Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in the case of the foregoing indemnification of any Issuer Indemnified Person, to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and each Member of the Obligated Group shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

(b) The rights of any Persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses shall survive the final payment or defeasance of the Bonds and in the case of the Bond Trustee any resignation or removal. The provisions of this Section shall survive the termination of this Loan Agreement.

Section 7.12. Issuer's Performance. None of the provisions of this Loan Agreement shall require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the revenues pledged under the Trust Indenture, or the Issuer shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Issuer shall not be under any obligation hereunder to perform any administrative service with respect to the Bonds and the Project Facilities (including, without limitation, record keeping and legal services), it being understood that such services shall be performed or provided by the Bond Trustee or the Borrower. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Loan Agreement, the Trust Indenture, and any and every Bond executed, authenticated and delivered under the Trust Indenture; provided, however, that (a) the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or the Bond Trustee, and (b) the Issuer shall have timely received the instrument to be executed, in form and substance satisfactory to the Issuer.

Section 7.13. Survival of Covenants. Notwithstanding the payment in full of the Bonds, the discharge of the Trust Indenture, and the termination or expiration of this Loan Agreement, all provisions in this Loan Agreement concerning (a) the tax-exempt status of the Bonds (including, but not limited to provisions concerning rebate); (b) the interpretation of this Loan Agreement; (c) the governing law; (d) the Issuer's right to rely on facts or certificates; (e) the immunity of the Issuer Indemnified Persons; (f) the Issuer's indemnification rights and lack of pecuniary liability; and (g) any other provisions of this Loan Agreement not enumerated above that expressly provided for its survival, shall survive and remain in full force and effect.

Section 7.14. Governing Law. THIS LOAN AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

Section 7.15. Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LOAN AGREEMENT OR ANY RELATED DOCUMENT.

Section 7.16. Federal Tax Ownership. The Borrower acknowledges and agrees that for purposes of satisfying Section 142(b) of the Code, the Borrower has relinquished its federal tax rights to depreciate its investment in its Project Facilities and similar tax ownership rights, and that the ground lessor of the applicable Project Facilities ("**Ground Lessor**") is the federal tax owner of such Project Facilities for purposes of Section 142(b) of the Code. As such, the Borrower, in applying the proceeds of the Bonds to refinance or finance the cost of the leasehold interest in the existing premises at the Project Facilities and the construction and rehabilitation of

its Project Facilities is, for federal income tax purposes, taking such actions for the benefit of the related Ground Lessor, and the related Ground Lessor is receiving the benefit of such application. Therefore, the Borrower is treating the payment of its loan payments hereunder as loan payments for purposes of calculating its federal income tax liability under the Code.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties to this Loan Agreement have caused this Loan Agreement to be executed all as of the date first above written.

[SEAL]

CITY OF CHICAGO

ATTEST:

By: _____

Name: Jill Jaworski

Title: Chief Financial Officer

City Clerk

AERO CHICAGO II, LLC

By: _____

Name:

Title:

Exhibit A

Form of Promissory Note

[April __], 2025

\$[_____]

Aero Chicago II, LLC, for value received, hereby promises to pay to the City of Chicago the principal sum of \$[_____] in installments on the dates, in the amounts and in the manner hereinafter described, subject to the provisions for redemption set forth herein and in the Trust Indenture, and to pay interest thereon and certain other amounts payable hereunder, in installments on the dates, in the amounts and in the manner hereinafter described. All initially capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement (hereinafter defined).

The principal amount and interest shall be payable on the dates and in the amounts set forth in Section 3.1 of the Loan Agreement, dated as of [April 1], 2025 (the "Loan Agreement"), between the City of Chicago and Aero Chicago II, LLC (the "Borrower") and on such other dates, that principal and redemption price of, and interest on the Bonds are payable, subject to prepayment as provided in the Indenture and the Agreement. The terms, conditions and provisions of the Loan Agreement are hereby incorporated by reference.

This Note and the payments required to be made hereunder are irrevocably assigned, without recourse, representation or warranty, and pledged to The Bank of New York Mellon Trust Company, N.A., as trustee under the Trust Indenture, dated as of [April 1], 2025 (as the same may be amended, modified or supplemented from time to time, the "Indenture"), by and between the City of Chicago, as issuer (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and such payments will be made directly to the Trustee for the account of the Issuer pursuant to such assignment. Such assignment is made as security for the payment of the Bonds, issued by the Issuer pursuant to the Indenture. All the terms, conditions and provisions of the Indenture and the Bonds are hereby incorporated as a part of this Note.

Under certain circumstances, the Borrower may at its option and may be required to, prepay all or any part of the amount due on this Note, together with accrued interest thereon, as provided in the Agreement.

Presentation, demand, protest and notice of dishonor are hereby expressly waived by the Borrower.

The Borrower hereby promises to pay reasonable costs of collection and reasonable attorneys' fees in case of default on this Note.

This Note shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of laws principles.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed on the date and year first above written.

AERO CHICAGO II, LLC

By: _____

Name:

Title:

ENDORSEMENT

Dated [April __], 2025

Pay to the order of The Bank of New York Mellon Trust Company, N.A., without recourse, as Trustee under the Indenture referred to in the within mentioned Note, as security for such Bonds issued under such Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

CITY OF CHICAGO

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____