

**FACILITIES LEASE AND USE AGREEMENT
BETWEEN THE CITY OF CHICAGO
AND ATLANTIC AVIATION FLIGHT SUPPORT, INC.
AT CHICAGO MIDWAY INTERNATIONAL AIRPORT**

TABLE OF CONTENTS

RECITALS	1
ARTICLE I - DEFINITIONS	2
Section 1.01 - Definitions.....	2
Section 1.02 - Interpretation	5
Section 1.03 - Incorporation of Exhibits	5
ARTICLE II - LEASE OF PREMISES	5
Section 2.01 - Premises.....	5
Section 2.02 - Adjustment of Area of Premises	7
Section 2.03 - Easements and Rights of Entry	7
Section 2.04 - Permitted Uses (Mandatory and Discretionary).....	8
Section 2.05 - First-Class Operation	11
Section 2.06 - Quiet Enjoyment	11
Section 2.07 - Ingress and Egress.....	12
Section 2.08 - Present Condition of Premises	12
Section 2.09 - Accessibility	12
Section 2.10 - Covenant Against Waste	13
Section 2.11 - Odyssey Parcel Reclamation Rights	13
ARTICLE III - TERM	13
Section 3.01 - Initial Term	13
Section 3.02 - Options to Extend	13
Section 3.03 - Early Termination	14
ARTICLE IV - RENT	14
Section 4.01 - Rent	14
Section 4.02 - Escalation upon Term Extension	15
Section 4.03 - Landing Fees	16
Section 4.04 - Method and Manner of Payment.	16
Section 4.05 - Rent Credits.....	17
Section 4.06 - Late Payments.....	17
Section 4.07 - Security Deposit	17
Section 4.08 - Rent Absolute	18
Section 4.09 - Signature Books and Records.....	18
Section 4.10 - Abatement in the Event of Closing	18
ARTICLE V- CONSTRUCTION, MAINTENANCE & REPAIR	18
Section 5.01 - Construction of Improvements Generally	19
Section 5.02 - Title to Improvements	19
Section 5.03 - City-funded Improvements	19
Section 5.04 - Other Improvements.....	20
Section 5.05 - Liens Prohibited.....	20

Section 5.06 - Maintenance and Repair	20
Section 5.07 - Repairs Necessitated by Casualty	21
Section 5.08 - Inspection	22
Section 5.09 - Signs.....	22
Section 5.10 - Non-Interference with Airport Operations	22
Section 5.11 - Access by City	23
Section 5.12 - Runway Development Contribution	XX
 ARTICLE VI - MAINTENANCE AND OPERATION OF AIRPORT	23
Section 6.01 - City=s Obligations	23
Section 6.02 - Signature=s Remedy	23
 ARTICLE VII - ADDITIONAL OBLIGATIONS OF SIGNATURE.....	23
Section 7.01 - Taxes	23
Section 7.02 - Utilities	23
Section 7.03 - Permits, Licenses	23
Section 7.04 - Compliance with All Laws	24
Section 7.05 - Compliance with City/State Requirements	24
Section 7.06 - Non-discrimination.....	26
Section 7.07 - Affirmative Action Program and MBE/WBE Requirements.....	26
Section 7.08 - Compliance With Environmental Laws	27
Section 7.09 - Contractors	31
Section 7.10 - Indemnification	31
 ARTICLE VIII - AIRPORT MATTERS	32
Section 8.01 - Airport Rules and Regulations	32
Section 8.02 - Other Legal Requirements	32
Section 8.03 - Airport Agreements	33
Section 8.04 - Airport Security Acts	33
Section 8.05 - Airport Noise Restrictions	34
Section 8.06 - Regulating the Airport; Airport Operation.....	34
 ARTICLE IX - EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS	34
 ARTICLE X - INSURANCE.....	34
Section 10.01 - Required Insurance Coverage.....	34
Section 10.02 - Additional Obligations of Signature Regarding Insurance	35
 ARTICLE XI - INDEMNIFICATION BY SIGNATURE.....	37
Section 11.01 - Indemnity.	37
Section 11.02 - Release of City.....	38
Section 11.03 - Non-Liability of Public Officials	38
Section 11.04 - Limitation on City Liability	38
Section 11.05 - City Approvals	39
Section 11.06 - Survival Beyond Termination of this Agreement	39

ARTICLE XII - DEFAULT AND TERMINATION	<u>39</u>
Section 12.01 - Events of Default	<u>39</u>
Section 12.02 - City=s Remedies	<u>41</u>
Section 12.03 - Removal of Signature=s Property	<u>41</u>
Section 12.04 - Condemnation	<u>42</u>
Section 12.05 - No Waiver by City	<u>43</u>
Section 12.06 - City=s Right to Perform Signature=s Obligations	<u>43</u>
Section 12.07 - Attorneys' Fees and Expenses	<u>44</u>
ARTICLE XIII - TRANSFERS	<u>44</u>
Section 13.01 - Signature=s Right to Transfer.....	<u>44</u>
Section 13.02 - City Right to Transfer	<u>45</u>
ARTICLE XIV - NOTICE	<u>45</u>
ARTICLE XV - MISCELLANEOUS	<u>46</u>
Section 15.01 - Entire Agreement.....	<u>46</u>
Section 15.02 - Counterparts	<u>46</u>
Section 15.03 - Amendments.....	<u>46</u>
Section 15.04 - No Partnership or Agency	<u>47</u>
Section 15.05 - Representatives.....	<u>47</u>
Section 15.06 - Force Majeure	<u>47</u>
Section 15.07 - Governing Law	<u>47</u>
Section 15.08 - Consent to Service of Process and Jurisdiction	<u>48</u>
Section 15.09 - Severability	<u>48</u>
Section 15.10 - Assigns	<u>48</u>
Section 15.11 - Co-Operation by Parties	<u>48</u>
ARTICLE XVI - AUTHORITY	<u>49</u>
Section 16.01 - City's Authority	<u>49</u>
Section 16.02 - Signature's Authority.....	<u>49</u>

Exhibits

- Exhibit A - Premises
- Exhibit B - Rent Schedules and Security Deposit
- Exhibit C - Requirements for Work
- Exhibit D - Insurance Requirements
- Exhibit E – Development Plan
- Exhibit F – Structural Controls

**FACILITIES LEASE AND USE AGREEMENT
BETWEEN CITY OF CHICAGO AND
ATLANTIC AVIATION CORPORATION
AT CHICAGO MIDWAY INTERNATIONAL AIRPORT**

This Facilities Lease and Use Agreement ("**Agreement**") is made and entered into effective as of the ____ day of ____, 2026 ("**Effective Date**"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Sections 1 and 6(a), respectively, of Article VII of the 1970 Constitution of the State of Illinois ("**City**") and Atlantic Aviation Flight Support, Inc., a Delaware Corporation ("**Atlantic**").

RECITALS

WHEREAS, the City owns and, through its Chicago Department of Aviation ("CDA"), operates that certain airport known as Chicago Midway International Airport ("Airport"); and

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

WHEREAS, Atlantic has operated as a fixed based operator at the Airport under its current agreement since 2003 -- that certain Facilities Lease and Use Agreement dated September 23, 2003; and

WHEREAS, Atlantic commits to invest in a comprehensive redevelopment and modernization of its facilities at the Airport pursuant to the development plan proposed by Atlantic and to be set forth in Exhibit E, as finally approved by the Commissioner in accordance with Article V (the "Development Plan"), which plan shall include a new hangar and office facility, a new U.S. Customs & Border Protection (CBP) facility, the installation of a new concrete ramp, the refurbishment of the existing asphalt ramp, a remodeling of its FBO terminal, a remodeling of its VVIP and charter terminal, a new ground support equipment facility, improvements to its workshop facility, renovation to the existing tenant facility, and the installation of eVTOL charger infrastructure, subject to the provisions of this Agreement; the cost of which improvements is estimated to be at least \$60 million; and

WHEREAS, the City and Atlantic agree that it is in the best interest of both parties to enter into this Agreement to facilitate the herein described redevelopment program, provide sufficient lease term to allow Atlantic to amortize its substantial capital investment and establish updated economic and operating provisions for the extended lease term; and

WHEREAS, the City and Atlantic acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and

welfare of the City, and that the City's right to monitor Atlantic's performance under this Agreement is a valuable right incapable of quantification.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - DEFINITIONS

Section 1.01 - Definitions. The following words, terms, and phrases, shall, for the purposes of this Agreement, have the following meanings:

"Abandonment" or "Abandons" means the cessation of the use of the Premises by Atlantic in accordance with this Agreement, other than for reasons of strikes or force majeure, for a period of ninety (90) days.

"Affiliate" means any person, organization, legal entity, trust, partnership, corporation, or other form of enterprise that directly or indirectly controls, is controlled by, or is under common control with Atlantic.

"Agreement" means this Facilities Lease and Use Agreement, as may be hereafter amended or supplemented from time to time in accordance with its terms.

"Airport" means Chicago Midway International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made.

"Airport Rules and Regulations" means those rules and regulations governing the conduct and operations of the Airport promulgated from time to time by City as identified in Section 8.01 hereof.

"Airport Security Acts" means the Aviation and Security Improvement Act of 1990 (P.L. 101-604), as amended, the Aviation and Transportation Security Act of 2001, as amended, and all other federal laws governing security at airports, all as codified at 49 U.S.C. 44901 *et seq.*, including any rules, regulations, and directives promulgated and issued pursuant to them.

"Building Rent" has the meaning set forth in Section 4.01.

"Commissioner" means, for the purposes of this Agreement, the Commissioner of the CDA (or any successor thereto in whole or in part as to his or her duties as the person in charge of the operation of the Airport on behalf of the City), or such person as she or he may designate in writing, or any successor to her or his rights and duties.

"Default Rate" means the annual rate of four percent (4%) plus the Prime Rate (hereinafter defined), unless a lesser interest rate shall then be the maximum rate

permissible by law with respect thereto, in which event said lesser rate shall be the Default Rate. Changes in the Default Rate based on the Prime Rate shall take effect immediately upon the occurrence of a change in the Prime Rate. As used herein, the term "Prime Rate" at any time shall mean the rate of interest then most recently announced by Chase Bank or its successors at Chicago, Illinois as its "corporate base rate". A certificate made by an officer of Chase Bank stating the "corporate base rate" in effect on any given day shall, for the purposes hereof, be conclusive evidence of the Prime Rate in effect on such day. In the event Chase Bank ceases to use the term "corporate base rate" in setting the base rate of interest for commercial loans, then the Prime Rate herein shall be determined by reference to the rate used by Chase Bank as a base rate of interest for commercial loans as the same shall be designated by Chase Bank. In the event Chase Bank ceases to exist, then the Prime Rate herein shall be determined by reference to the rate used by a lender qualified to be an Institutional Leasehold Mortgagee in Chicago, Illinois, selected by City, as a base rate of interest for commercial loans, as the same shall be designated by such lender.

"Development Plan" means the comprehensive plan for the development of the Improvements as further described in Section 5.04 to be submitted to the City for approval in accordance with that section, and incorporated into this Agreement as Exhibit E.

"Federal Aviation Administration" (sometimes abbreviated as "FAA") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Fuel System" means the Airport fueling system operated by the consortium of airlines serving the Airport known as "MATCO", or any successor thereto.

"Gross Revenues" mean the aggregate amounts of all charges, including but not limited to all facilities/services fees of whatever nature Atlantic charges its customers for the use of the Premises (including the Improvements and equipment located thereon) and fees for such Primary Commercial Support Services or Secondary Commercial Support Services Atlantic may perform, and fees that Atlantic may recover from third parties performing such services on the Premises. Gross Revenues shall not include gross business revenues of subtenants or licensees, taxes, charges by governmental entities that are passed through to customers, insurance proceeds, and credit card surcharges. Gross Revenues shall not include revenues from the sale of fuel on the Premises, to the extent that such fuel sale is subject to the Fuel Flowage Fee described in Article IV.

"Ground Rent" has the meaning set forth in Section 4.0.

"Improvements" mean any structures or other improvements on the Premises, including hangars, aircraft parking apron or ramp, infrastructure, and, except as otherwise provided herein, all fixtures now or hereafter located thereon.

“Landing Fees” have the meaning set forth in Section 4.03.

“Minimum Annual Guarantee” has the meaning set forth in Section 4.0.

“Odyssey Parcel” means that certain parcel of land located within the Premises commonly referred to as the Odyssey parcel, with the legal description and square footage set forth in Exhibit A. The Odyssey Parcel is a subset of the Premises and is subject to the City’s reclamation rights as set forth herein.

“Odyssey Parcel Improvements” means those Improvements to be completed by Atlantic on the Odyssey Parcel as part of the Development Plan, including the new hangar and office facility, the Customs and Border Protection (CBP) facility, and ramp upgrades.

“Percentage Rent” has the meaning set forth in Section 4.01.

“Premises” has the meaning set forth in Section 2.01 and Exhibit A.

“Release Notice” means a written notice delivered by the City to Atlantic irrevocably releasing the City’s right to reclaim all or a specified portion of the Odyssey Parcel for the remainder of the Term.

“Rent” means, unless the context specifically otherwise requires, Ground Rent, Building Rent, Percentage Rent (or Minimum Annual Guarantee, as applicable), and Fuel Flowage Fee. Landing Fees and any other amount which Atlantic is obligated to pay under this Agreement; including the Capital Investment Commitment and Atlantic’s obligations under the Development Plan, and the Runway Development Contribution shall not constitute Rent.

“Runway Development Contribution” means the \$7.5 million contribution to be made by Atlantic to the City’s Midway Airport Runway Development Project as described in Section 5.12, which for the avoidance of doubt shall exclusively be for aeronautical use associated with the Airport’s capital program for redeveloping the general aviation portion of the Airport runway.

“Runway Development Project” means the City’s project to improve the EMAS infrastructure on Midway’s runway system.

“Sustainable Airport Manual” or **“SAM”** means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the CDA during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

“Transfer” has the meaning set forth in Section 13.01.

“Transportation Security Administration” (sometimes abbreviated as "TSA") means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

"Work" means the furnishing by Atlantic of all labor, materials, equipment, and other incidentals necessary or convenient to the successful construction, demolition, or renovation of Improvements made by Atlantic from time to time, and the carrying out of all the duties and obligations under the terms and conditions of this Agreement.

"Work Liaison" means the person designated by the Commissioner to coordinate activities between Atlantic and the City.

Section 1.02 - Interpretation. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement. The term "including" shall be construed to mean "including, without limitation" Unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement; all section references, unless otherwise expressly indicated, are to sections of this Agreement; words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement. All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

Section 1.03 - Incorporation of Exhibits. The following exhibits attached hereto are incorporated by reference and made a part of this Agreement:

- Exhibit A – Premises
- Exhibit B – Rent Schedules and Security Deposit
- Exhibit C – Requirements for Work
- Exhibit D – Insurance Requirements
- Exhibit E – Development Plan
- Exhibit F – Structural Controls

ARTICLE II - LEASE OF PREMISES

Section 2.01 - Premises. As of the Effective Date, City leases to Atlantic, and Atlantic leases from City, the parcels of land (“**Land**”) depicted on Exhibit A, together with the Improvements located thereon (the Land and Improvements being collectively referred to as the “**Premises**”).

The Improvements shall include all additional structures constructed on the Premises during the term of this Agreement, as described more fully in the Development Plan.

Exhibit A shall be revised from time to time to reflect changes in conditions, including the addition of new Improvements or the removal of existing Improvements, and an accurate reflection of the parameters of the Premises pursuant to any adjustment described herein, by agreement of the parties without need for an amendment to this Agreement.

Section 2.02 - Adjustment of Area of Premises. City reserves the right to re-measure the Premises, or any portion thereof, at any time during the Term of this Agreement upon the occurrence of any circumstances, including but not limited to the construction or alteration of Improvements and modifications to taxiways, taxi lanes and service roads, that may, in the opinion of the Commissioner, warrant a re-measurement of the Premises. The City shall use reasonable efforts to cause such re-measurement not to materially interfere with Atlantic's operations. Any change in the square footage of the Premises resulting from such a re-measurement and any corresponding change in Rent resulting therefrom that has not been disputed by Atlantic within ten (10) days after written notice, shall be indicated on the applicable exhibits hereto without the necessity of an amendment to this Agreement. If Atlantic disputes the re-measurement, the parties shall refer the matter to a licensed land surveyor; if the difference between the surveyor's determination and the City's measurement is two percent or less, Atlantic shall bear the cost of the survey, otherwise the City shall bear it. At all times, the square footage of land and buildings then reflected on Exhibit A shall be the basis for assessing Ground Rent and Building Rent.

Section 2.03 - Easements and Rights of Entry.

A. Atlantic's leasing of the Premises is subject to any and all easements, licenses and other rights of entry with respect to the Premises granted to or vested in any other governmental entities or agencies, such as the FAA or TSA.

B. Atlantic acknowledges that there may currently exist, and that City may grant in the future, easements and rights of entry on, over and/or under the Premises for the benefit of suppliers and/or owners of utilities that service the Airport, and Atlantic, to the extent such easements on operations upon such easement do not breach Atlantic's covenant of quiet enjoyment or materially interfere with Atlantic's operations, hereby consents to any such easements or rights of entry whether now in existence or granted during the term of this Agreement.

C. The City hereby reserves unto itself and other users of the Airport the rights and easements to those areas of the Premises identified as service roads for ground vehicles and taxiways and taxi lanes for aircraft, as may be necessary for the ground vehicles and aircraft of users of the Airport other than Atlantic to move on or over the Premises on such service roads and taxiways and taxi lanes. The City further reserves unto itself the right to relocate such service roads and taxiways and taxi lanes from time to time, all at the City's own cost. City shall use all reasonable efforts to minimize the impact of any such relocation upon Atlantic's operations. If such a relocation renders a portion of the Premises unusable, the City will (i) delete the square footage of that unusable portion from the calculation of Rent for the period that such portion remains unusable and (ii) use commercially reasonable efforts to provide alternative operating space as adjacent as practicable to the existing Premises to facilitate Atlantic's continued operations, the square footage of which space would be included in the calculation of Rent. For the purposes of calculating Ground Rent, the square footage within such easements for service roads and taxiways and taxi lanes has been and will be excluded from such calculations.

D. The City hereby reserves such rights and such easements as may be necessary to enter onto the Premises for the purpose of conducting any operations related to the function of the Airport without such entering causing or constituting a termination of this Agreement, including, without limitation, the right to do all things necessary to operate and maintain water mains, sewer mains and other utilities that may exist beneath the surface of the Premises and to service any antennas or communications facilities now or hereafter located on the roofs of buildings located on the Premises. (The City shall operate and maintain only its water mains and sewer mains, and assumes no responsibility or liability for the operation or maintenance of any sewer or water laterals within the Premises that are used exclusively by Atlantic.) The City, its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for, incidental to, or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions.

E. City agrees to use reasonable efforts to not unreasonably interfere, or to cause grantees of easements not to unreasonably interfere, with Atlantic's use, quiet enjoyment, and possession of the Premises when exercising any of the rights reserved under this Section 2.03.

Section 2.04 - Permitted Uses (Mandatory and Discretionary). Subject to the terms and provisions contained in this Agreement, all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof in connection with the conduct of aeronautical activities by Atlantic at the Airport, Atlantic is hereby granted the use of the Premises for the following purposes:

A. Primary (Mandatory) Commercial Support Services. Atlantic must perform the

following enumerated services at the Airport to support general aircraft operating at the Airport and other Airport users soliciting from Atlantic any of the services usually supplied by a fixed base operator. Atlantic shall perform its services in accordance with those minimum standards as may be established by the Commissioner pursuant to FAA Circular No. 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities", as it may be amended from time to time, and such other rules and regulations as may be promulgated by the Commissioner from time to time. Atlantic shall staff qualified personnel to perform such services on a "24/7" basis unless otherwise determined by the Commissioner in writing.

1. Arrival and departure guidance, supervision of parking of aircraft, ramp assistance and fire guard service for departing aircraft, as required.
2. Transport for passengers, crew and ordinary hand baggage between aircraft and Atlantic's hangar(s) or public passenger terminals on the Airport.
3. Flight line servicing of aircraft, including the sale and into-plane delivery of aviation fuels, lubricants and other related aviation products.
4. Other aircraft services, such as window cleaning, as requested by the aircraft operators.
5. Customer terminal services, including:
 - a. Assisting aircraft passengers and crew in obtaining local transportation, lodging, and general information on the Chicago area;
 - b. Maintaining means of conveying current weather information; and
 - c. Conveying messages to arriving or departing passengers and crew using Atlantic's facilities.
6. Making available hangar and aircraft tie-down space and parking space to aircraft owners and/or operators.
7. Leasing or rental of office space to aircraft owners and/or operators for support of their aviation activities at the Airport.
8. Removal of disabled general aviation aircraft from the operational movement areas of the Airport. Atlantic must have equipment available at the Airport to remove and relocate any type of aircraft that Atlantic services within 30 minutes (or as soon thereafter as reasonably practicable) of it becoming disabled, other than those involved in an accident requiring investigation by federal authorities.
9. Remediation of any fuel spills or other environmental contamination caused by Atlantic or any of its customers. Atlantic must have equipment available at the Airport to commence such remediation for any type of aircraft that

Atlantic services within 30 minutes (or as soon thereafter as reasonably practicable) of the event.

10. If requested by the Commissioner, and subject to the terms and conditions of Section 4.03 hereof, collection of Landing Fees on behalf of the City from any or all users of the Premises and remittance of such landing fees to the City for an administrative fee of not more than ten percent (10%) of the landing fees payable by such users to the City and collected by Atlantic. The City reserves the right to revoke any authority granted to Atlantic to collect any landing fees pursuant to this Section 2.04.A.10 at any time upon thirty (30) days written notice to Atlantic.

B. Secondary (Discretionary) Commercial Support Services. Upon written approval of the Commissioner, Atlantic may engage in any or all of the following activities, or may, with the approval of the Commissioner, provide space within its Premises for a third party to engage in the following activities:

1. Leasing or rental of aircraft or providing air charter, air freight or flight management services.
2. Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any related parts or accessories.
3. Repair and maintenance services for aircraft and aircraft engines, their components and accessories, including executive jet aircraft.
4. Providing equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services.
5. Sale of airman materials and supplies, and other aeronautical items.
6. Leasing or rental of desks, storage or any equipment in connection with the conduct of aviation-related activities.
7. Maintenance and repair of ramp vehicles.
8. Associated aviation customer services not otherwise mandated under Section 2.04.A.
9. Advertisements installed with the permission of the Commissioner.
10. At Atlantic's election, at least one specialized area of airframe, aircraft engine, radio, avionics repair or other specific type of aircraft repair or maintenance service, which specialized area Atlantic may choose at its discretion, and which service Atlantic may provide through a subcontractor;
11. Leasing or rental of motor vehicles and associated services.

C. Additional Rights. In addition to the above-described responsibilities and rights, and subject to the approval of the Commissioner, Atlantic shall have the right to perform and conduct such other activities and operations consistent with the rights, privileges and responsibilities granted to Atlantic which do not unreasonably interfere or conflict with the rights granted by the City to others on the Airport, but no flight training may be conducted in which student pilots take off or land at the Airport, or use the Airport for any flight activities whatsoever. Any such services provided under this subsection 2.04(C) shall be included as Secondary Commercial Support Services for the purposes of calculating Gross Revenues and Percentage Rent.

D. Rights to Airfield and Other Public Areas of the Airport. The City grants Atlantic the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxiways, taxi lanes and other aeronautical or navigational facilities, subject to the rules and regulations with respect to the use of such facilities imposed by the City or any other governmental agency. Subject to the terms and conditions of this Agreement, including notice and cure rights and obligations, This access right may be temporarily revoked in whole or in part, at the discretion of the Commissioner, for failure to comply with this Agreement or with any safety or security requirement.

E. Restrictions on Use. Nothing stated in this Section 2.04 shall permit the conduct by Atlantic of any business other than the performance of fixed base operator services, and the activities described in this Section 2.04 and those related and incidental thereto.

F. Ground Handling Services. The Commissioner hereby consents to Atlantic's performance of ground handling services for commercial airlines. In the event that Atlantic desires to perform any ground handling services through any other entity, Atlantic shall only do so after obtaining the prior written consent of the Commissioner, such consent to be given or withheld in each case in the sole and absolute discretion of the Commissioner; provided, however, in an emergency situation, oral approval or consent of the Commissioner shall be sufficient. For the purposes of this Agreement, ground handling services include, but are not limited to, the handling of passengers of commercial or retail flights, including those situations in which traffic at the Airport may prevent the handling of such passengers at the terminal. If the Commissioner approves the handling of retail passenger operations on the Premises, Atlantic shall provide shuttle services to the terminal for such passengers. In no event shall this provision be construed as permitting retail passenger operations by Atlantic other than the incidental handling of passengers in irregular operation situations. Nothing in this Section 2.04 shall be construed as limiting Atlantic's right to provide ground handling services to single entity specialty charters, including, but not limited to, sports teams and musical groups, which do not require passenger check-in, baggage, security or other facilities provided at the Airport's commercial passenger terminal.

G. Fuel System. Atlantic agrees to use the Airport Fuel System for all aviation fuel. Atlantic shall not at any time during the Term of this Agreement or any extension thereof

construct or install any aviation fuel storage facilities on or beneath the Premises without the express prior written consent of the Commissioner, such consent being within the Commissioner's sole and absolute discretion. Atlantic hereby acknowledges and agrees that Fuel System usage fees that are 125% or less of those fees charged to commercial airline signatories to the Chicago Midway Airport Fuel System Use and Operating Agreement by and between the City and those signatory airlines are reasonable fees.

Section 2.05 - First-Class Operation. The principal purpose of the City in entering into this Agreement is to fulfill the City's obligation to make available to the general aviation users of the Airport the products and services which Atlantic is required and/or permitted to sell and render hereunder. Atlantic accordingly agrees to conduct a first-class commercial aviation support and fixed base operation, consisting of the primary support services listed in Section 2.04.A above. Atlantic agrees to provide and maintain a hangar and office/terminal complex with the facilities, equipment, supplies, materials and personnel necessary to adequately provide the sales and services authorized in this Agreement, including a lounge or waiting room for passengers and crews, and accessible restrooms, all to be maintained in a first-class, clean and sanitary manner in accordance with Article V of this Agreement.

Section 2.06 - Quiet Enjoyment. Subject to the provisions of this Agreement, City covenants that, so long as Atlantic is not in default beyond any applicable cure period, Atlantic, it shall be entitled to and shall have the use and enjoyment of the Premises, and the rights and privileges granted to it hereunder. Atlantic shall be entitled to lawfully and quietly occupy and enjoy the Premises during the term of this Agreement, provided Atlantic is not in default of any of its obligations under this Agreement.

Section 2.07 - Ingress and Egress. Subject to Airport Rules and Regulations, Atlantic shall have the right and privilege (a) of ingress to and egress from the Premises and the public areas of the Airport, for its employees, agents, guests, patrons, subtenants and invitees, suppliers of materials, furnishers of service, and its equipment, vehicles, machinery and (b) to provide transportation of its employees to, from, and within the Airport. Atlantic shall not block or otherwise obstruct the common use taxiways, taxilanes or service roads with aircraft or groundside vehicles, respectively, at any time or in any manner which will impair or adversely affect the use or operation of said taxiway, taxilane or service road areas by City or other Airport users.

Section 2.08 - Present Condition of Premises. Subject to those exceptions explicitly set forth in Section 7.08, Atlantic, by the execution of this Agreement, accepts the Premises "AS IS". Atlantic shall be responsible for the compliance of the Premises with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, regulations, and orders, including any and all requirements set forth in Section 7.08. Other than what may be explicitly provided for herein, the City shall have no obligation or responsibility whatsoever to do any work or furnish any improvements of any kind to the Premises or perform any maintenance or repairs on the Premises. City makes no warranty as to the environmental conditions of the Premises or the airfield. CITY

MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR ATLANTIC'S PURPOSES OR NEEDS. CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND ATLANTIC SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY RENT OR OTHER AMOUNTS PAYABLE TO CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE PREMISES. Atlantic waives any and all claims against the City regarding the condition of the Premises which may currently exist or which may arise in the future by contract, at common law, in equity, or under statute, now or then currently in effect, including those which relate to environmental conditions on, under, or near the Premises; provided, however, that such waiver does not extend to (i) any Pre-Existing Condition, (ii) Atlantic's right to contribution from the City as may be provided under any Environmental Law, (iii) fines and penalties for which the City would be liable, and neither Atlantic nor its predecessors in interest would be liable, under any Environmental Law or (iv) any Environmental Condition for which Atlantic is not responsible under Section 7.08.

Section 2.09 - Accessibility. City and Atlantic agree that Atlantic shall have the responsibility to ensure that the Premises and the services that Atlantic provides to its customers are in compliance with the Americans with Disabilities Act and related regulations, as amended from time to time. Atlantic shall submit its certification of such compliance to the Commissioner within thirty (30) days after written request.

Section 2.10 - Covenant Against Waste. Atlantic will not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

Section 2.11 - Odyssey Parcel Reclamation Rights.

(a) The City, acting by and through the Commissioner or the Chicago Department of Aviation, retains the right to reclaim the Odyssey Parcel, or any portion thereof, at any time on or before the fifth (5th) anniversary of the Effective Date upon not less than ninety (90) days' prior written notice to Atlantic (a "Reclamation Notice"). Upon the effective date of any such reclamation, the reclaimed portion of the Odyssey Parcel shall be excluded from the Premises for all purposes of this Agreement. Ground Rent and Building Rent, to the extent applicable, shall be recalculated and reduced proportionately based on the square footage reclaimed or withheld from Atlantic, effective as of the applicable date, and the revised depiction of the Premises shall be reflected in a revised Exhibit A. The Commissioner shall provide Atlantic with written confirmation of the adjusted rent amounts within thirty (30) days following the applicable effective date. Any reclamation by the City shall not constitute a default or breach of this Agreement and shall not give rise to any claim by Atlantic for damages, except for the compensation expressly provided in subsection (e) with respect to City-approved improvements constructed by Atlantic on the Odyssey Parcel.

(b) Notwithstanding any other provision of this Agreement, Atlantic is not obligated, and shall not be required, to break ground or commence design, construction or

development of any Odyssey Parcel Improvements on the Odyssey Parcel unless, and the Redevelopment Commitment shall not be required and held in abeyance until, the City delivers to Atlantic a Release Notice irrevocably releasing the City's reclamation right with respect to all or a portion of the Odyssey Parcel for the remainder of the Term, except as otherwise expressly provided in subsection (d).

- (c) If the City reclaims all or any portion of the Odyssey Parcel, the portion of the Odyssey Parcel so reclaimed shall be excluded from the Premises, and (i) the Development Plan shall be adjusted to reflect the reclaimed portion of the Premises and (ii) the Minimum Capital Commitment shall be reduced commensurate with the total cost of the improvements projected to be built on the portion of the reclaimed Odyssey Parcel in the Development Plan. Following any partial reclamation, with the approval of the Commissioner, Atlantic may revise the Development Plan for the unreclaimed portion of the Odyssey Parcel and any related portions of the Premises to optimize the scope, sequencing, phasing, functionality and site layout of the Premises following such reclamation. The expiration of the City's reclamation right pursuant to Section 2.11(c) shall automatically constitute a Release Notice.
- (d) Until the fifth (5th) anniversary of the Effective Date, Atlantic shall not construct facilities on the Odyssey Parcel. During such period, Atlantic may use the Odyssey Parcel for parking, staging, equipment storage, and similar non-facility uses, subject to applicable Airport rules, safety requirements, and the terms of this Agreement. Atlantic shall, not less than 180 days prior to the fifth (5th) anniversary of the Effective Date, provide written notice to the City requesting the City's intention to retain or release the right to reclaim the Odyssey Parcel, or any portion thereof, following the expiration of such notice period the City's reclamation right with respect to any unreclaimed portion shall expire automatically, and the applicable Odyssey Parcel Improvements for the unreclaimed portion shall remain part of the Development Plan unless otherwise modified in accordance with this Article V.
- (e) The Development Plan, as defined herein and as set forth in any exhibit to this Agreement, shall be deemed amended to incorporate the reduction in investment obligations, proportionate rent adjustments, construction timing adjustments, and revisions to the Development Plan contemplated by this Section 2.11, including with respect to any improvements identified in Section 5.01 as being subject to this Section 2.11. The Commissioner is authorized to execute a written confirmation or ministerial amendment to any exhibit reflecting the adjustments required by this Section 2.11 without further City Council action.

ARTICLE III - TERM

Section 3.01 - Initial Term. The initial term of this Agreement (“**Initial Term**”) commences on the Effective Date and shall expire on the 20th anniversary of that date, for a period of twenty (20) years, unless extended or earlier terminated in accordance with the provisions of this Agreement. The City’s early termination of Atlantic’s lease for any parcel shall in no way diminish Atlantic’s obligations under this Agreement that survive expiration or termination of this Agreement.

Section 3.02 - Options to Extend. At the option of Atlantic and provided that the Initial Term has not already been terminated or been converted to month-to-month for a specific parcel, the Initial Term for the Premises as a whole or a parcel(s) thereof may be extended by for no more than two (2) additional five (5) year periods (the Initial Term and such extension being the “Term”, not to extend beyond the 30th anniversary of the Effective Date), provided that, for each extension period:

A. Atlantic provides the City written notice of its intent to extend the Term for a parcel no less than fifteen (15) months, but not more than twenty-four (24) months, prior to the then current expiration date of the Term for that parcel;

B. Atlantic has complied with the Development Plan after giving effect to any approved amendments and any relief, excuse, extension, suspension, adjustment, or deferral permitted under this Agreement. Any obligation subject to a good-faith dispute or otherwise excused under this Agreement shall be deemed satisfied unless and until finally determined otherwise; and

C. There is no existing event of default, or any condition with which the giving of notice and/or the passage of time could become an event of default, as of the commencement of the extended Term.

The 15-month notice period in (A) is intended to provide the City time to find a replacement tenant; however, the Commissioner may, in his or her sole and absolute discretion, waive the 15 month requirement and allow Atlantic to exercise its option to extend. Except as provided in Article IV, Atlantic’s occupancy of the Premises during any extension of the Term shall be on the same terms and conditions as otherwise contained herein. If Atlantic exercises its option to extend the Initial Term of this Agreement, the word “Term” shall be construed to include the extension. Any holding over by Atlantic after the expiration of the Term shall be on a month-to-month basis, which may be terminated by the Commissioner with 30 days written notice.

Section 3.03 - Early Termination. In addition to an early termination due to an uncured event of default, either party may terminate this Agreement with 30 days written notice in the event that Atlantic is no longer authorized to conduct fixed base operations or general aviation functions at the Airport by any governmental agency (other than the City). Further, Atlantic and the Commissioner may mutually agree to terminate the lease, or convert to a month-to-month lease, for a specific parcel of the Premises if they

determine it to be in the best interests of the parties. In such event, Exhibits A and B will be amended prospectively. Except as provided in Section 2.11 regarding the City's rights to reclaim the Odyssey Parcel, if the City terminates this Agreement, or Atlantic's lease of any parcel, because all or a substantial portion of the Premises is needed for other Airport development purposes, the City shall (i) provide not less than twelve (12) months' prior written notice; (ii) use commercially reasonable efforts to relocate Atlantic to other suitable Airport premises of comparable size, utility, and revenue potential, available for occupancy before the effective date of termination; and (iii) pay Atlantic the unamortized costs of the Improvements, calculated on a straight-line basis from the date of beneficial occupancy through the scheduled expiration of the Term or any then-effective extension.

ARTICLE IV - RENT

Section 4.01 - Rent. In consideration of this Agreement for lease and use of the Premises, Atlantic shall pay City sums in such form and amount as set forth below. For the purposes of this Agreement, all such sums are Rent.

A. Ground Rent and Building Rent. Atlantic shall pay Ground Rent and Building Rent according to the schedule set forth in Exhibit B, attached hereto and incorporated by reference herein. Exhibit B shall be revised from time to time to reflect revisions to Ground Rent and Building Rent rates pursuant to Section 4.02, or to reflect the addition or removal of any building subject to Building Rent, without need for amendment of this Agreement.

B. Percentage Rent. In addition to the Ground Rent and Building Rent, Atlantic shall pay Percentage Rent consisting of a percentage of gross revenues as follows:

1. Atlantic shall pay City the following percentages of its Gross Revenues (as defined below): two percent (2%) of the first \$1,000,000 of its Gross Revenues; three percent (3%) of Gross Revenues over \$1,000,000 to \$4,000,000 per year, and four percent (4%) of its Gross Revenues over \$4,000,000 per year. All revenue shall be deemed to be received by Atlantic at the time such amounts are received by Atlantic, whether for cash or credit, unless otherwise specifically stated in this Agreement, or subsequently authorized in writing by the Commissioner. Revenues shall further be deemed to be received by Atlantic if received by any of its contractors, sublessees, agents or wholly-owned or affiliated companies using or occupying space on the Premises and supplying any support services authorized in Article II of this Agreement.

C. Minimum Annual Guarantee. The Minimum Annual Guarantee of Percentage Rent pursuant to Section 4.01.B above shall commence on January 1, 2027, and shall be 85% of the Percentage Rent payable by Atlantic under its 2003 Agreement for calendar year 2025 or 2026, whichever is greater. Commencing on January 1, 2028, and every January 1 thereafter, the Minimum Annual Guarantee for the forthcoming year shall be the greater of: (1) 85% of the Percentage Rent actually payable for the prior calendar year and (2) the Minimum Annual Guarantee for the prior calendar year.

D. Fuel Flowage Fee. Atlantic shall pay a fuel flowage fee of \$0.20 per gallon of all fuel, including but not limited to automotive and aviation gas and jet fuel, sold by Atlantic at the Airport, or any fuel pumped by Atlantic on behalf of any person in the event that Atlantic acts as an into-plane agent for such person, and such person has bought or sold fuel at the Airport, is not in privity with the City, and has not otherwise paid a percentage fee or fuel flowage fee to the City. Commencing on January 1, 2028, and every January 1st thereafter, the fuel flowage fee may increase up to \$0.01 per gallon annually, at the election of the Commissioner. If the Commissioner elects to raise the fuel flowage fee in connection with this Section, the City shall notify Atlantic within 90 days of the commencement of the increase. This fuel flowage fee shall not apply if Atlantic serves as an into-plane agent for commercial airlines and charter flights that are non-retail customers of Atlantic. Aviation gas or jet fuel purchased by Atlantic for its own consumption or purchased by its parent company or any subsidiary in which Atlantic's parent company has a minimum 50% ownership shall not be subject to this fuel flowage fee. From time to time, the Commissioner may review the fuel flowage fee at comparable airports to determine whether Atlantic's Fuel Flowage Fee remains consistent with the prevailing fuel flowage fee in the industry. If the Commissioner finds the Fuel Flowage Fee is not in line with that charged at comparable airports, he may, in his discretion, raise the Fuel Flowage Fee accordingly, with ninety (90) days' notice to Atlantic.

Section 4.02 - Escalation at Ten Year Intervals.

A. The Ground Rent and Building Rent payable to the City pursuant to Exhibit B shall increase at regular intervals based on a fair market value appraisal, with the first such increase to take effect on January 1, 2033; the second on January 1, 2043; the third on January 1, 2053; and at 10 year intervals thereafter should the Agreement be further extended beyond that time or continue on a month-to-month basis. The amount of such increase shall be determined by the appraised fair market rent for the Land within the Premises, and each Improvement upon the Premises, respectively; fair market rent to be initially determined by City's independent appraiser as the rent that would be paid by an unrelated, willing FBO tenant under the otherwise same terms and conditions as this Agreement, and City shall set forth such determination in a written notice to Atlantic, which determination shall be provided to Atlantic no later than 120 days prior to the expiration of the Initial Term. In no event shall the Ground Rent or Building Rent rate increase more than 15% over the previous rate, nor shall they be decreased in

connection with this provision, but they may remain the same if supported by the appraisals described in this Section. The revised rates will be reflected in a revised Exhibit B without need for amendment of this Agreement.

B. In the event that Atlantic disputes the fair market rent as determined by City, then at any time on or before the date occurring thirty (30) days after Atlantic has been notified by City of the fair market rent, Atlantic may give written notice of such dispute to the City, supported by the report of its own independent appraiser as to the fair market rent. If City and Atlantic are thereafter unable to reach agreement upon the fair market rent, then the parties shall select a mutually acceptable independent MAI appraiser with at least ten (10) years' experience in commercial real estate appraisal of similar properties. The third appraiser shall, within forty-five (45) days of his or her appointment, select one of the two estimates of fair market rent submitted by City and Atlantic as the one closer to the fair market rent as determined by the third appraiser. The value so selected shall be the fair market rent. The party whose estimate is not chosen by the third appraiser shall pay all costs and expenses of the third appraiser and any experts retained by the third appraiser. Each party shall pay the fees and expenses of the appraiser appointed by or for such party. The time periods in this provision are intended to be approximate guidelines only, and failure of the parties to strictly comply shall not invalidate the process.

Section 4.03 - Landing Fees. Atlantic shall collect the current landing fees in effect at the Airport for each landing at the Airport of any aircraft being handled by Atlantic ("**Landing Fees**"). Landing fees shall not be assessed for any landing of an aircraft returning to the Airport after take-off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.04 - Method and Manner of Payment.

A. The Rent and Landing Fees (net of Atlantic's administrative fee) shall be paid to City, without set-off, deduction or discount, in lawful money of the United States, at the Office of the City Comptroller, 333 South State Street, Room 402, Chicago, Illinois 60604, or to such other place or person as City may direct Atlantic by written notice, and shall be made in monthly installments, due on the first of each calendar month, commencing on the first full calendar month following the Effective Date. Payments for partial months or calendar years may be appropriately prorated.

B. Each month Atlantic shall pay the greater of the Percentage Rent payable on the prior month's gross revenues and one-twelfth of the Minimum Annual Guarantee. In February of each calendar year, Atlantic may offset against Rent due to the City the amount, if any, by which the sum of actual monthly payments of Percentage Rent and Minimum Annual Guarantee, if any, for the prior year exceeded the greater of the Percentage Rent payable on the gross revenues of the prior year and the Minimum Annual Guarantee for the prior year.

Section 4.05 - Rent Credits. Atlantic shall offset no credits against Rent due to the City except as expressly provided in this Agreement or expressly authorized in writing by the Commissioner.

Section 4.06 - Late Payments. Each and every installment of Rent accruing under the provisions of this Agreement which is not paid when due shall bear interest at the Default Rate, from the date when the same is due until the same shall be paid. All other sums becoming due or payable to the City under this Agreement, including, without limitation, all monies expended by the City pursuant to this Agreement or on account of any default by Atlantic in the performance or observance of any of the covenants and agreements contained in this Agreement shall likewise bear interest from the respective dates when the same shall be advanced or paid by City, or otherwise due to City, at the rate per annum which shall be the lower of (a) the highest rate permitted by law or (b) the Default Rate, until the same shall be paid by Atlantic to City. All sums so advanced or paid by City shall become so much additional Rent under the terms of this Agreement, due and payable on the date of such advance or payment.

Section 4.07 - Security Deposit. On or before the Effective Date of this Agreement, Atlantic shall pay to the City a security deposit in an amount equal to the Rent due for the first three (3) months of the Term. Such security deposit may be in the form of cash or a letter of credit, which letter of credit shall be in the form reasonably acceptable to the Commissioner. The amount of the security deposit provided as of the Effective Date and in the City's possession shall be the only required security deposit; provided that the City may proportionally increase such security deposit amount by providing sixty (60) days notice to Atlantic in connection with any escalation of Ground Rent, Building Rent or Minimum Annual Guarantee. The security deposit will be refunded to Atlantic, less any sums which may be due and owing to the City, subsequent to the expiration or termination of this Agreement.

Section 4.08 - Rent Absolute. Except as expressly provided in Section 4.10 (Abatement) and Section 15.06 (Force Majeure), Atlantic's obligation to pay Rent shall not be affected by any setoff, counterclaim, recoupment, defense, or other right except as expressly provided herein. Atlantic covenants and agrees that the Rent specified in this Article IV shall be absolutely net to the City, to the end that this Agreement shall yield net to City the entire Rent, and so that all costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations relating to the Premises which may arise or become due during the Term (other than City's legal fees not otherwise covered

by this Agreement) shall be paid or discharged or caused to be discharged by Atlantic as so much additional Rent, and Atlantic covenants and agrees that City shall be indemnified and saved harmless by Atlantic from and against all such costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations.

Section 4.09 - Atlantic Books and Records. Atlantic shall maintain at its office in Chicago, Illinois, or at the Airport, books, records, and accounts relevant to the determination of Rent or any other sums owed to City under this Agreement, including, without limitation, records of its operations at the Airport. If such books, records, and accounts are not maintained at such office, Atlantic shall in any case maintain such books, records, and accounts within the United States, and Atlantic shall promptly furnish the Commissioner and City Comptroller in Chicago with all information reasonably requested by them with respect to such books, records, and accounts. The Commissioner and City Comptroller, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to Atlantic, to audit, examine, make copies of, and take extracts from such books, records, and accounts. In the event that (i) an audit reveals any discrepancy of greater than 5% of the gross receipts which are the subject of such audit, and (ii) such error resulted in an underpayment by Atlantic to the City, Atlantic shall reimburse the City for any and all of its expenditures for such audit. In the event that an audit reveals no irregularities, such audit shall be at the expense of the City. Without limiting the foregoing, City has the right to inspect Atlantic's records of its operations at the Airport. City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless Atlantic has consented to disclosure or has publicly released such information.

Section 4.10 - Abatement in the Event of Closing.

- (a) Except as otherwise expressly set forth below, Atlantic shall have no right to abatement or set-off of Rent of any kind. In the event that, for a period of time in excess of five (5) consecutive days, the Airport is closed by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction and not stayed by way of appeal or otherwise, then the sole and exclusive remedy of Atlantic shall be that the Ground Rent and Building Rent payable by Atlantic shall abate for the period of such closing. There shall be no abatement or reduction of Rent or deletion from the Premises where the unusable condition is caused by the willful or negligent act or omission of Atlantic, its agents, employees, licensees, contractors, subcontractors, or invitees.
- (b) If more than fifty percent (50%) of the Premises becomes unusable due to fire, casualty, or other cause beyond Atlantic's control for a period in excess of thirty (30) consecutive days, the Ground Rent and Building Rent payable by Atlantic shall abate proportionately during the period of such unusability, based on the ratio of the unusable square footage to the total square footage of the Premises. In such an event, the City will (i) delete the square footage of that unusable portion from the calculation of Rent for the period that such

portion remains unusable and (ii) use commercially reasonable efforts to provide alternative operating space as adjacent as practicable to the existing Premises to facilitate Atlantic's continued operations, the square footage of which space would be included in the calculation of Rent.

- (c) Upon the occurrence of a Force Majeure Event under Section 15.06, or any government-imposed material change in operations at the Airport (including any flight volume restriction, capacity limitation, or partial or full Airport closure), the monthly payment of the MAG shall be reduced proportionally to the impact of such event on Atlantic's Gross Revenues from time to time during the course of the event until it ceases to exist (the "Adjusted MAG"), as determined by Atlantic and the City in their reasonable discretion. The first Adjusted MAG determination shall be made not later than the first day of the second month after commencement of the event. Until the first determination is made, Atlantic shall continue to pay the MAG as in effect prior to the event, and any overpayment shall be credited to subsequent Adjusted MAG payments. From time to time during the event, at the request of either party, the parties shall undertake additional determinations as reasonably necessary to assure that MAG payments are equitably adjusted. The City may also, in its reasonable discretion, waive the MAG where (i) general aviation operations at the Airport decrease by more than twenty-five percent (25%) compared to the prior year due to circumstances beyond Atlantic's control, or (ii) fuel supply disruptions or other Force Majeure Events have materially diminished operations for a period exceeding sixty (60) consecutive days.
- (d) After the event ceases to exist, Atlantic shall resume paying the full MAG, which shall equal the MAG in effect immediately prior to commencement of the event, subject to the annual adjustment in subsection (2). Any dispute concerning the implementation of this subsection (d) shall be resolved in accordance with the dispute resolution provisions of this Agreement.

ARTICLE V - CONSTRUCTION, DEMOLITION, MAINTENANCE & REPAIR

Section 5.01 - Construction and Demolition of Improvements Generally.

The following provisions apply to Atlantic's construction and demolition of any Improvements:

A. All Work shall be accomplished in accordance with the terms and conditions of this Agreement and of Exhibit E, attached hereto and incorporated by reference herein, and shall be in conformance with all applicable City codes, ordinances, orders, regulations and FAA regulations, whichever are more restrictive. Work shall not be commenced until Atlantic has obtained all approvals, permits, and licenses required by any governmental authority or by Exhibit C. Atlantic shall diligently pursue Improvements until fully completed in a condition acceptable to the Commissioner, and in accordance with the Development Plan and Section 5.04.

B. A construction application together with plans and specifications of any proposed construction or installation (including any substantial alteration or addition thereto), or demolition, a proposed schedule and evidence of insurance coverages required by Article X shall be submitted to and received by the Commissioner prior to the issuance of written approval from the Commissioner at least 120 days before commencement of construction or demolition. Atlantic agrees to use best efforts to incorporate sustainable design practices in the development and construction of any Improvements, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Premises, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual. Atlantic shall require each contractor to furnish a payment and performance bond in form and substance acceptable to the Commissioner. The Commissioner's approval shall be absolute and may be withheld in his sole discretion. The Commissioner's approval of or consent to any plans and specifications shall not constitute a zoning approval or approval for other purposes or by other agencies or divisions of the City. No restriction is placed on Atlantic as to any architect, builder or contractor for Improvements to the Premises other than those requirements set forth in Articles VII and VIII hereof, and any other applicable local, state or federal law or regulation. Any professionals employed by or contracted with by Atlantic shall be properly licensed and insured to perform their work. City shall have the right at all times to inspect any and all such work.

C. Notwithstanding its right of review and inspection, the City shall in no way be deemed responsible for any such Work, or the failure of such Work to be completed in accordance with approved plans and specifications, or any applicable laws, codes, statutes, rules or regulations. Any Work performed in connection with Improvements to the Premises at the direction of Atlantic, even though performed by contractors, subcontractors or others of any and all tiers working through them, shall be the responsibility of Atlantic. All Work shall be performed in accordance with the plans and specifications and other documents submitted to and approved by the Commissioner, and any applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations and those requirements set forth in Articles VII and VIII hereof.

D. Notwithstanding subsection (B), Atlantic shall be excused from, and shall not be in default with respect to, the construction of any Improvement (including any portion of the Development Plan), and Atlantic's corresponding timelines, deadlines, and

obligations (including for purposes of Section 3.02 and Section 12.01) shall be proportionally extended on a day-for-day basis, to the extent that Atlantic, working diligently and in good faith, is unable to construct such Improvement as a result of:

- (i) the failure of the City, the Commissioner, the FAA, or any other governmental entity or authority with oversight over the Airport or the Premises to issue or deliver any permit, license, approval, or consent needed for the construction of such Improvement, through no fault, delay, action, or inaction of Atlantic;
- (ii) any delay in the City's or the Commissioner's review or approval of plans and specifications beyond the time periods contemplated by this Section 5.01;
- (iii) any government action that materially alters the size, purpose, or location of any Improvement other than as contemplated by this Agreement; or
- (iv) any FAA action, order, rule, regulation, or directive that materially impacts aircraft traffic, traffic flow, or traffic volume at the Airport in a manner that adversely affects the construction, design, or commercial viability of such Improvement.

Atlantic shall use commercially reasonable efforts to minimize the delay and adverse effects of any such circumstance. For so long as any circumstance described in clauses (i) through (iv) continues, Atlantic shall be excused from constructing those portions of the Improvements adversely affected, and no such excused delay or non-performance shall constitute an Event of Default or impair Atlantic's eligibility for any extension of the Term.

Section 5.02 - Title to Improvements.

(a) Ownership During Term. Atlantic shall be deemed the owner of all Improvements and alterations constructed or placed upon the Premises by Atlantic during the construction period and throughout the Term and any extension thereof, and shall be entitled to all depreciation, tax, insurance, and similar benefits and incidents of ownership. The existing Improvements on the Premises as of the Effective Date are the property of the City.

(b) Reversion. Upon the expiration of the Term or the earlier termination of this Agreement for any reason, all Improvements and alterations constructed or placed upon the Premises by Atlantic, title to which has not previously vested in the City, shall become the absolute property of the City, free and clear of all liens, mortgages, and other encumbrances, and the City shall have every right, title, and interest therein. Upon the City's request, Atlantic shall deliver a bill of sale or other evidence of transfer, together with evidence reasonably satisfactory to the City that such Improvements are free from liens, mortgages, and encumbrances. Atlantic shall surrender all Improvements in good condition and repair, ordinary wear and tear excepted, and in compliance with applicable law.

(c) Continuing Insurance and Casualty Protection. Notwithstanding the vesting of title in the City under subsection (b), the insurance and casualty provisions of this Agreement

shall continue to operate for Atlantic's benefit with respect to any casualty, damage, or destruction occurring prior to the expiration or termination of this Agreement. All proceeds of property or builder's risk insurance maintained by Atlantic shall be applied first to the repair, replacement, or rebuilding of the damaged Improvements, and any proceeds in excess of the cost of such repair, replacement, or rebuilding shall be remitted to Atlantic. The reversion of title to the City shall not entitle the City to any insurance proceeds attributable to a casualty occurring during the Term except to the extent required to fund the repair, replacement, or rebuilding of the affected Improvements, and Atlantic shall retain the right to recover business interruption proceeds and the unamortized value of its interest in the Improvements as otherwise provided in this Agreement.

Section 5.03 - City-funded Improvements. In addition to Atlantic's obligations under the Development Plan, which shall be at Atlantic's cost, from time to time the Commissioner may delegate in writing to Atlantic the responsibility for undertaking additional City-funded Improvements or demolitions to the Premises and agree to reimburse Atlantic for costs incurred in connection therewith. Eligible costs are actual, reasonable costs of labor and materials involved in performing the Work and actual, reasonable architectural, engineering, and consulting fees, and no others. Atlantic must publicly advertise the Work associated with any such Improvements and comply with the then-current City requirements for participation by City residents and Minority and Women's Business Enterprises. Atlantic must complete all such Improvements to the reasonable satisfaction of Commissioner and submit all invoices, sworn statements, lien waivers and any other appropriate documentation requested by the Commissioner to verify the costs paid in good faith by Atlantic with respect thereto. The Commissioner shall have the right to approve the reasonableness, allocability and allowability of those costs which are to be reimbursed, such approval not to be unreasonably withheld or delayed.

Section 5.04 - Atlantic Improvements. Atlantic must design, construct, and operate the Improvements on the Premises set forth in the Development Plan, attached hereto as Ex. E, on the schedule set forth in the Development Plan. The Development Plan may be revised from time to time upon written agreement of the parties without need for amendment to this Agreement. Atlantic's minimum capital investment in the Improvements will total at least 95% of the Capital Investment Commitment set forth in the Development Plan, as amended. Any Development Plan schedule, milestone, completion date, capital investment requirement, or other obligation shall be deemed adjusted to reflect any delay, extension, suspension, modification, reduction, or other relief permitted under this Agreement, and any resulting noncompliance shall not constitute a default or impair Atlantic's renewal rights.

Section 5.05 - Liens Prohibited. Atlantic shall keep the Premises free and clear of any and all liens in any way arising out of the construction of Improvements, or use of the Premises by Atlantic; provided, however, Atlantic may in good faith contest the validity of any lien, provided such contest does not impair the City's rights with respect to the Premises. City's rights to the Premises and the Airport are and always shall be

paramount to the interests of Atlantic in the Premises. Nothing in this Agreement empowers Atlantic to commit or engage in any act which can, shall, or may encumber the rights of City. In no event shall this Agreement or any rights or privileges hereunder be an asset of Atlantic under any bankruptcy, insolvency, or reorganization proceedings.

Section 5.06 - Maintenance and Repair. Atlantic shall be responsible for and shall perform or cause to be performed all maintenance and repair of the Premises and shall keep such Premises clean and free from all debris. Atlantic shall at all times:

A. Keep the Premises and all fixtures, equipment and personal property in a clean, safe, and orderly condition and appearance;

B. Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting; such repairs, replacements, and painting by Atlantic shall be of a quality not inferior to the standards set forth in any rules and regulations adopted by City for the Airport;

C. Control all of its vehicular traffic on the Airport and take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors, and other persons, and employ such means as may be necessary to safely direct the movements of its vehicular traffic;

D. Remove all snow from all ramps, hangar taxiways and paved areas on the Premises.

E. Either directly or through a licensed independent contractor, dispose of its garbage, debris, and other waste materials at properly permitted facilities.

F. Maintain pavement areas in good operating condition sufficient to support all types of aircraft that Atlantic services. Notwithstanding the foregoing, any required or deferred pavement maintenance requested by the Airport shall be performed by Atlantic only upon final completion of the taxiway renovation underway at the Airport during 2026 and 2027, which renovation requires the installation and use of a temporary taxiway that limits the existing ramp and pavement capacity within Atlantic's leasehold.

If the performance of any of the foregoing maintenance, repair, replacement, or painting obligations of Atlantic requires work to be performed near an active taxiway or runway or where safety of airport operations might be involved, Atlantic shall post guards or erect barriers or other safeguards as required and approved by the Commissioner at such locations prior to Atlantic's performance of any such maintenance, repair, replacement or painting.

Section 5.07 - Repairs Necessitated by Casualty.

A. In the event any Improvement from time to time upon the Premises shall be damaged or destroyed, in whole or in part, (regardless of the cause therefor) Atlantic

covenants and agrees that Atlantic, at its own expense (notwithstanding insufficiency of insurance proceeds), shall repair, restore or rebuild any such building or other improvement so damaged, injured or partially destroyed, or erect, finish and complete such replacement Improvements on the Premises, or will have an alternative proposed repairs plan approved by the Commissioner. Any such repair, restoration, or rebuilding or construction of a new building is herein sometimes referred to as a "Restoration."

B. Insurance proceeds shall be made available for Restoration on the terms and conditions set forth in this Section. In the event that the Premises, or any portion thereof, are damaged or destroyed by fire or other casualty, Atlantic, after consultation with City, and subject to the limitations set forth in this Section, shall repair, reconstruct or restore the damaged or destroyed Premises to (i) substantially the same condition, character and utility value as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and Atlantic; provided, however, that in the event that the damage, and the insurance proceeds therefor, are less than \$100,000, Atlantic may effect such repairs, reconstruction or restoration as Atlantic may deem reasonably necessary. The City and Atlantic may agree to apply insurance proceeds to the payment of Special Facility Revenue Bonds issued by the City for the benefit of Atlantic. Atlantic acknowledges that such a bond issuance will require concurrence of the City Comptroller and action by the City Council, which concurrence and action may be withheld in the Comptroller's and City Council's respective sole and absolute discretion.

C. Atlantic shall provide prompt written notice to the City of any event that may require a Restoration. Within sixty (60) days of the date of such notice, Atlantic shall provide to the City plans and specifications for such Restoration, which plans and specifications are subject to City review and approval. Upon approval of such plans and specifications, Atlantic shall immediately proceed to diligently perform the Restoration and complete such Restoration in a timely manner. In the event that Atlantic fails to diligently perform the Restoration or complete the Restoration in a timely manner, the City may exercise its rights under Section 13.06 of this Agreement.

D. Prior to making any Restoration of more than \$100,000, Atlantic shall in good faith estimate the cost of the Restoration and furnish City supporting estimates by a reputable, experienced architect, engineer and contractor qualified to make such estimate.

E. Without limiting any of the other terms hereof, it is expressly understood and agreed that, except and to the extent provided herein, no loss or partial destruction of or damage to the Premises or the buildings or other improvements from whatsoever cause, shall operate to terminate this Agreement or to relieve or discharge Atlantic from its liability to pay the full Rent and additional charges payable under this Lease, or to relieve Atlantic from any of its other obligations under this Agreement. Except and to the extent provided herein, Atlantic waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Agreement or possession of the Premises or any part thereof, or to obtain any suspension, diminution, abandonment or

reduction of Rent, on account of any such loss, damage or destruction to the buildings or any other property at the Premises.

F. Any insurance proceeds greater than \$100,000.00 shall be made payable to both City and Atlantic. If Atlantic does not commence a Restoration promptly upon City approval of the plans and specifications for such Restoration, or if the Agreement expires or terminates at any time for any reason prior to application of all insurance proceeds, then all insurance proceeds shall be applied first to any required Restoration and the balance allocated between the parties as their interests appear under Section 5.02(c).

Section 5.08 - Inspection. City shall have the right to inspect the Premises and direct Atlantic to make ordinary repairs. City shall provide reasonable notice prior to such inspection, unless in an emergency situation, and shall notify Atlantic's representative on the Premises at the beginning of any such inspection.

Section 5.09 - Signs. Any signs installed by Atlantic on the Premises shall be limited to those which advertise the Atlantic brand and the aircraft support services provided by Atlantic, except with the permission of the Commissioner. The number, general type, size, design, and location of such signs shall be subject to the prior written approval of the Commissioner.

Section 5.10 - Non-Interference with Airport Operations. The Work and the operations of Atlantic and its officials, agents, employees, contractors, guests, patrons, and invitees on the Premises shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that Atlantic is not in compliance with this Section, at the written request of the Commissioner, Atlantic shall immediately conform the demeanor or conduct of Atlantic or its officials, agents, employees, contractors, guests, patrons, and invitees to the standard set forth in this Section.

Section 5.11 - Access by City. Upon the giving of reasonable notice, which may in certain circumstances determined at the City's sole discretion be only by oral notice, Atlantic shall allow City, its officers, agents or employees, free access to the Premises for the purposes of examining them to ascertain if Atlantic is performing its obligations under this Agreement, and for conducting such other activities deemed reasonably necessary by the City. Upon request of the City, Atlantic shall remove or relocate any derelict, abandoned or nuisance aircraft or vehicles on the Premises if the Commissioner reasonably determines that such removal or relocation is necessary with respect to airport operations, safety, or maintenance of the Airport. Atlantic shall use its best efforts to perform such removal or relocation, if permitted by applicable law, within ten (10) days of notice from the City, except in emergency situations or those impacting health, safety or security, in which case the City may require a shorter compliance period, in the reasonable discretion of the Commissioner. In connection with such removal activities, the City authorizes Atlantic to act as the City's expressly designated agent for the physical relocation only under the Chicago Municipal Code, including, to

the extent applicable, § 9-92-030 and § 10-36-250, and [625 ILCS 5/4-201](#) or such other authority available to the City.

Section 5.12 - Runway Development Contribution. On the 5th anniversary of the Effective Date of this Agreement, Atlantic shall pay to the City the amount of \$7.5 million as its contribution toward the Midway Airport Runway Development Project, which is intended to improve the EMAS infrastructure on Midway's runway system. The manner of payment of the Runway Development Contribution shall be provided to Atlantic by the City no later than 90 days prior to the 5th anniversary of the Effective Date of this Agreement. If the City has not commenced the procurement for, or physical construction of, the Runway Development Project by the date any payment would otherwise be due, the due date for such payment shall be deferred until ninety (90) days after the City commences such procurement or construction. If the City elects not to proceed with the Runway Development Project on or before the expiration of the Term, Atlantic's Runway Development Contribution obligation shall terminate automatically. The Runway Development Contribution shall be used solely for airport aeronautical purposes in accordance with applicable federal law and FAA grant assurances, shall not be considered Rent, and shall not be subject to offset against other amounts owed by Atlantic. Any payment previously paid shall be credited against Atlantic's then-current Rent or refunded at the City's election if the City elects not to proceed after receiving such payment.

ARTICLE VI - MAINTENANCE AND OPERATION OF AIRPORT

Section 6.01 – City's Obligations. City shall operate and maintain in a manner consistent with that of a reasonably prudent operator of an Airport, and keep in good condition and repair, the runway and the taxiway, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment, now or hereafter provided by City, serving the Premises but located outside the Premises, including the removal of snow, ice, vegetation, stones, and other foreign matter, as reasonably as may be done, from the runway and taxiway, connections therefrom, and roadways.

Section 6.02 – Atlantic's Remedy. In the event that the City fails to cure any failure in its performance of its obligations under Section 6.01 within a reasonable period, and provided that the Airport is not closed at the direction of the City or any other governmental authority or agency as addressed in Section 12.01 hereof, Atlantic's sole and exclusive remedy is to terminate this Agreement by providing notice to the City pursuant to the terms of Article XIV hereof.

ARTICLE VII - ADDITIONAL OBLIGATIONS OF ATLANTIC

Section 7.01 - Taxes. Atlantic shall pay such taxes or special assessments, if any, which may be levied or assessed upon Atlantic's interest in the Premises. Atlantic shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Atlantic from contesting such

charge or tax, including those taxes or charges enacted or promulgated by City.

Section 7.02 - Utilities. Atlantic shall be responsible for payment of all costs of utilities for the Premises, including, but not limited to, electricity and telephone service.

Section 7.03 - Permits, Licenses. Atlantic shall be responsible for obtaining, at its own expense, all necessary governmental approvals, inspections, permits, or licenses needed in connection with the Premises, any business conducted thereon, or any Work performed thereon.

Section 7.04 - Compliance with All Laws. Atlantic shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Atlantic may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Atlantic and does not jeopardize the health or safety of persons at the Airport or Airport operations.

Section 7.05 - Compliance with City/State Requirements. Atlantic agrees to execute such certificates as may be necessary to comply with all applicable Federal, State, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below.

A. Economic Disclosure Statement and Affidavit ("**EDS**"). Atlantic has executed an EDS(s), in compliance with 720 ILCS 5/33E-3, 4 and 11(B), as amended; 65 ILCS 5/11-42.1-1; Chapters 2-56, 2-154, and 2-156 of the Municipal Code; and such other statutes, ordinances, regulations and executive orders as may be in effect from time to time. Atlantic shall provide updated EDS(s) in the event of any change in circumstance which renders the EDS on file with the City inaccurate or obsolete.

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

Notwithstanding the provisions of the immediately preceding paragraph, no such debt(s) or outstanding parking violation complaints shall be offset from any amounts due Atlantic from City under this Agreement if one or more of the following conditions are met:

1. Atlantic has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Atlantic is in compliance with the agreement; or
2. Atlantic is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
3. Atlantic has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

C. Ethics. Atlantic shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

D. MacBride Principles. City, through the passage of the MacBride Principles Ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland. If Atlantic conducts any business operations in Northern Ireland, it is hereby required that Atlantic shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

E. Inspector General and Legislative Inspector General. It shall be the duty of Atlantic and all officers, directors, agents, partners, and employees of Atlantic to cooperate with the Inspector General and Legislative Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55 of the Code, respectively. Atlantic understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Code.

F. Americans with Disabilities Act. Any and all design and construction of Improvements shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110, and the Illinois Information Technology Accessibility Act, Public Act 095-0307, and its regulations (further details regarding the ITAA standards are currently available

at <http://www.dhs.state.il.us/page.aspx?item=32765>).

If the above standards are inconsistent, Atlantic must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Atlantic must, prior to construction, review the plans and specifications to insure compliance with these standards. If Atlantic fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contractor or otherwise available at law, in equity or by statute, require Atlantic to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

G. Conflicts of Interest. Atlantic represents and warrants that no member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this Agreement has any personal interest, direct or indirect, in this Agreement, or in Atlantic. Atlantic further covenants that (i) no member of the governing body of the City and no officer, employee or agent of the City or other unit of government exercising any functions or responsibilities in connection with this Agreement shall acquire any personal, financial or economic interest, direct or indirect, in Atlantic or this Agreement, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or employee of the City shall be admitted to any share or part of this Lease or any financial benefit to arise from it.

H. Shakman Accord.

1. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Atlantic is aware that City policy prohibits City employees from directing any individual to apply for a position with tenants, either as an employee or as a subcontractor, and from directing tenants to hire an individual as an employee or as a subcontractor. Accordingly, Atlantic must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Atlantic under this Agreement are employees or subcontractors of Atlantic, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Atlantic.
3. Atlantic will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the Agreement, or

offer employment to any individual to provide services under the Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this policy, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

4. In the event of any communication to Atlantic by a City employee or City official in violation of paragraph (2) above, or advocating a violation of paragraph (3) above, Atlantic will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Chicago Department of Aviation.

I. Mayoral Contributions; Executive Order 2011-4.

1. Atlantic agrees that it, and any person or entity who directly or indirectly has an ownership or beneficial interest in it of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, its Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Atlantic and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Atlantic, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Atlantic and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Atlantic represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Atlantic or the date the Atlantic approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

3. Atlantic agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or

solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

4. Atlantic agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

5. Atlantic agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Atlantic violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement, the Commissioner may rescind this Agreement.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (a) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (b) neither party is married; and
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (e) two of the following four conditions exist for the partners:
 - (i) The partners have been residing together for at least 12 months.
 - (ii) The partners have common or joint ownership of a residence.
 - (iii) The partners have at least two of the following arrangements:

- a. joint ownership of a motor vehicle;
- b. a joint credit account;
- c. a joint checking account;
- d. a lease for a residence identifying both domestic partners as

tenants.

(iv) Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

J. Confidentiality of Airport Security Data

Atlantic acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Atlantic in connection with this Contract. Atlantic has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All subcontracts or purchase orders entered into by Atlantic with parties providing material, labor or services to complete the work must contain the language of this section. If Atlantic fails to incorporate the required language in all subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

K. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Municipal Code of Chicago).

Atlantic agrees that it is required to comply with Section 2-92-385 of the Municipal Code of Chicago despite whether any reasonable argument may exist that Atlantic is not required to comply with Section 2-92-385 of the Municipal Code of Chicago.

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief

Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed,
- (2) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

L. Duty to Report Corrupt or Unlawful Activity.

Pursuant to MCC 2-156-018, it is the duty of Atlantic to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2), or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

M. Equal Pay Act.

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et. seq., as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

Section 7.06 - Non-discrimination.

A. Federal Requirements. It shall be an unlawful employment practice for Atlantic (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, disability, or national origin; or (2) to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, disability, or national origin.

In all its activities within the scope of its airport program, Atlantic agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, below, to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Atlantic transfers its obligations to another, the transferee is obligated in the same manner as Atlantic.

The above provision obligates Atlantic for the period during which the property is owned, used, or possessed by Atlantic and the airport remains obligated to the FAA.

For purposes of this Section 7.06.A, the word "Acts" refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the word "Regulations" refers to 49 CFR Part 21 and 28 CFR 50.3.

1. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Atlantic, for itself, its assignees, and successors in interest (hereinafter referred to in this Section 7.06.A.1 and 7.06.A.2 as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 200d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, and national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability);
- 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et

- seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, as amended (49 U.S.C. § 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (Pub. L. 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.) (prohibits discrimination because of sex in education programs or activities).

2. Compliance with Non-Discrimination Regulations. During the performance of this Agreement, the Contractor agrees as follows:

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

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including amendments thereto.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this Contract and the Title VI List of Pertinent Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

e. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (i) Withholding any payments due to the Contractor under this Agreement until the Contractor complies; and/or (ii) cancelling, terminating or suspending this Agreement, in whole or in part.

f. Incorporation of Provisions: Contractor will include the provisions of paragraphs 7.06.A.2.a through 7.06.A.2.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. State Requirements. Atlantic shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Contractor must additionally comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq.; and all other applicable State laws, rules, regulations, and executive orders.

C. City Requirements. Atlantic shall comply with the Chicago Human Rights Ordinance, Chapter 6-10 of the Municipal Code, as amended, and all other applicable municipal code provisions, rules, regulations, and executive orders. Further, Atlantic shall furnish and shall cause each of its contractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Contractor and Subcontractor Responsibilities. Atlantic agrees that the provisions of Sections 7.06.B and 7.06.C will be incorporated in all agreements entered into with any contractors, material suppliers, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this

Agreement.

E. Atlantic and Subcontractor Responsibilities. Atlantic agrees that the provisions of Sections 7.06.B and 7.06.C will be incorporated in all agreements entered into with any contractors, material suppliers, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Agreement.

Section 7.07 - Affirmative Action Program and MBE/WBE Requirements. Atlantic assures that it will undertake an affirmative action program which sets forth all applicable Federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Atlantic assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Atlantic assures that it will require that its covered suborganizations provide assurances to Atlantic that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect. In furtherance thereof, Atlantic also agrees to coordinate with the City's Department of Procurement Services so as to comply with the then current City requirements for participation of Minority Business Enterprises and Women's Business Enterprises on construction or demolition of any Improvements.

ARTICLE VIII - AIRPORT MATTERS

Section 8.01 - Airport Rules and Regulations. Atlantic shall observe and obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport rules and regulations must be neither (i) inconsistent with the exercise by Atlantic of any right or privilege granted to it hereunder or under any other agreement between Atlantic and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Atlantic unless it has been given fifteen (15) days prior written notice of the adoption thereof.

Section 8.02 - Other Legal Requirements. Atlantic shall comply, and shall cause its contractors to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including, without limitation, those promulgated by the FAA and the TSA, which shall include, but not be limited to, the following:

A. Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing contained in this Agreement shall be construed to grant or authorize the grant to Atlantic of an exclusive right to use Airport facilities or to provide aeronautical

services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others at the Airport similar privileges and rights.

B. Subordination of Agreement. Atlantic covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport. Atlantic further agrees that it shall not cause the City to violate any assurances made by the City to the Federal government in connection with the granting of such Federal funds.

C. Non-discrimination in the Use of the Premises. This Agreement involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Atlantic, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over, or under such land and the furnishing of services thereon; and (c) that Atlantic shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation. In the event of a breach of the above nondiscrimination-covenants by Atlantic, City shall have the right to terminate this Agreement and to reenter and repossess the Premises and the facilities thereon, and hold the same as if this Agreement had never been executed.

D. Non-Discrimination in Furnishing Services. Atlantic agrees that it shall provide its services and products promptly, efficiently and adequately to meet all reasonable demands therefor, all on a fair and non-discriminatory basis to all users thereof, at charges which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates or other similar types of price reductions may be made to volume purchasers.

Section 8.03 - Airport Agreements. Atlantic's use and occupancy of the Premises shall be and remain subject to (i) the provisions of any existing or future agreements between City and the United States government, FAA or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other government funds, including, without limitation, grant agreements, and (ii) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, including, without limitation, the Midway Airport Use Agreement and Facilities Lease and any ordinance or indenture, or both, authorizing bond anticipation notes or

bonds or other obligations adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture.

Section 8.04 - Airport Security Acts. This Agreement is expressly subject to the Airport Security Acts, as amended from time to time, the provisions of which are hereby incorporated by reference, including, without limitation all rules and regulations promulgated thereunder. Atlantic and its employees, contractors, subcontractors, suppliers of materials, or providers of services are subject to such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Acts, Atlantic shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation, the Secretary of the Department of Homeland Security and the City. Atlantic shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Agreement in compliance with those directives guidelines developed by City, the TSA and the FAA with the objective of maximum security enhancement, including without limitation any confidentiality directives and guidelines established by the TSA with respect to information that has been deemed by the TSA to be Security Sensitive Information.

Section 8.05 - Airport Noise Restrictions. Atlantic agrees to abide by any guidelines, rules or regulations for the Airport which result from any Part 150 study or any other restrictions imposed on noise and which are applicable to the use of the Premises as an aircraft maintenance facility or otherwise.

Section 8.06 - Regulating the Airport; Airport Operation. City reserves the right to regulate, police and further develop, improve, reconstruct, modify or otherwise alter the Airport in City's sole discretion. City reserves the right, but shall not be obligated to Atlantic, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or in part. Notwithstanding the foregoing, Atlantic shall have the right to terminate this Lease or renegotiate the MAG and other terms and conditions upon written notice to City if any such limitation, discontinuation, or change by City results in a material disruption to Atlantic's business operations at the Airport. This provision shall not be interpreted to grant a right to limit or discontinue means of access to the Premises by Atlantic from outside the Airport from dedicated public streets.

ARTICLE IX - EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Atlantic to pay any tax or inspection fees or to

procure necessary permits or licenses. Nothing herein shall be construed to prevent Atlantic from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Atlantic.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Atlantic to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

ARTICLE X - INSURANCE

Atlantic shall provide and maintain at all times, at Atlantic's own expense during the term of the Agreement and during any period subsequent to the expiration of the Term if Atlantic is required to return to perform Work or perform any activities to comply with any Environmental Law, the types of insurance specified in Exhibit D with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by Atlantic, its contractors or subcontractors.

ARTICLE XI - INDEMNIFICATION BY ATLANTIC

Section 11.01 - Indemnity. Atlantic agrees to protect, defend, indemnify, keep, save and hold the City of Chicago, its officers, officials, employees and agents (collectively "**Indemnified Parties**") free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "**Claims**") in connection with or arising directly or indirectly out of the performance or failure to perform hereunder by Atlantic, its officials, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision, except for Claims shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence or willful conduct, in which event the Indemnified Parties shall contribute to the payment of damages decreed by judgment, and the actual costs of defense borne by Atlantic not otherwise covered by insurance, to the extent the Indemnified Parties are found liable by such judgment. Without limiting the foregoing, any and all such Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal property right, actual or alleged employment discrimination or wrongful discharge, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The foregoing indemnity provision excludes the negligence and willful conduct of the Indemnified Parties to the extent prohibited by 740 ILCS 35/1 *et seq.* (Construction Contract for Indemnification Act) and/or 740 ILCS 150/0.01 *et seq.* (Structural Work Act), respectively. Atlantic further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all

other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The Indemnified Parties shall have the right, at their respective options and cost, to participate in the defense of any suit, without relieving Atlantic of any of its obligations under this indemnity provision, provided that the Indemnified Parties and their respective attorneys shall coordinate and cooperate with Atlantic's attorneys. Atlantic further expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Indemnified Parties free and harmless are separate from and not limited by Atlantic's responsibility to obtain insurance pursuant to other Sections in this Agreement. Further, the indemnities contained in this Section shall survive the expiration or termination of this Agreement.

Section 11.02 - Release of City.

A. The City shall not be liable to Atlantic, or to Atlantic's agents, representatives, contractors, subcontractors, or employees, for any injury to, or death of, any of them or of any other person, or for any damage to any of Atlantic's property, or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by City or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any injury, death, or damage is due to the negligence or willful misconduct of City, and only to the extent Atlantic or any of the above described parties is not covered by insurance.

B. The City shall not be liable to Atlantic for damage to property of Atlantic or any loss of revenues to Atlantic resulting from City's acts or omissions in the maintenance and operation of the Airport, except where there has been a final determination by a court of competent jurisdiction that such damage or loss has been caused by the negligence or willful misconduct of City, and then only to the extent Atlantic is not reimbursed by insurance.

C. Notwithstanding any reference herein to Atlantic's release and indemnification being ineffective in certain instances where City or its agents, employees or representatives have been negligent, nothing herein shall be construed to make City liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation.

Section 11.03 - Non-Liability of Public Officials. No official, employee, or agent of City shall be charged personally by Atlantic, or by any assignee or contractor of Atlantic, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of City's execution or attempted execution hereof, or because of any breach hereof.

Section 11.04 - Limitation on City Liability. City, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no

personal liability with respect to any provision of this Agreement or any obligation or liability arising from this Agreement or in connection with this Agreement or the Premises in the event of a breach or default by City of any of its obligations.

Section 11.05 - City Approvals. Nothing herein is intended nor shall it be construed to provide any limitation upon Atlantic's obligation to comply with the terms and conditions of this Agreement. No City review or approval of any act of Atlantic or document provided by Atlantic, including, but not limited to, plans and specifications, shall in any way serve to attenuate, diminish or otherwise limit Atlantic's obligations hereunder, nor shall any such review or approval constitute a waiver by the City of any non-compliance with the terms and conditions of this Agreement, provided that the City did not issue Atlantic direction contrary to applicable laws, regulations, and terms and conditions contained in this Agreement. Unless otherwise required by law or as expressly provided otherwise in this Agreement, any City review or approval required by this Agreement is deemed to mean the review or approval of the Commissioner.

Section 11.06 - Survival Beyond Termination of this Agreement. Atlantic's obligations under and Article XI, and elsewhere as specified in this Agreement, shall survive the termination or expiration of this Agreement.

ARTICLE XII - DEFAULT AND TERMINATION

Section 12.01 - Events of Default. Each of the following is an event of default under this Agreement:

A. Atlantic becomes insolvent (as such terms is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 *et seq.* (the "Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefits of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

B. Atlantic files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Atlantic under any chapter of the Code.

C. By order or decree of a court, Atlantic is adjudged a debtor or bankrupt, or an order is made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Code or under any other law or statute of the United States or any state thereof and such order or decree is not stayed or vacated within sixty (60) days of its issuance.

D. A petition under any chapter of the Code or an action under any federal or state insolvency statute is filed against Atlantic and is not dismissed or stayed within sixty (60)

days after being filed.

E. By or pursuant to, or under authority of any legislative act, resolution or rule, or order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Atlantic and such possession or control continues in effect for a period of sixty (60) days.

F. Atlantic becomes a corporation in dissolution.

G. The letting, license, or other interest of or rights of Atlantic hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Subparagraphs (A) through (E) of this Section 12.01.

H. Atlantic fails to duly and punctually pay any Rent required to be paid hereunder or fails to make payment when due of any other sum required to be paid to City pursuant to this Agreement, for a period of ten (10) business days after written notice specifying such failure and requesting that it be remedied is given to Atlantic by City.

I. Atlantic fails to keep, perform, and observe any promise, covenant, or other provision of this Agreement, other than the obligation to pay Rent, but including compliance with all aspects of the Development Plan then in effect, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Atlantic by City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to City's right to terminate this Agreement if corrective action is instituted by Atlantic within such thirty (30) day period and diligently pursued until the failure is remedied; provided further that no such failure shall constitute an Event of Default to the extent caused by a Force Majeure Event under Section 15.06 or excused under Section 5.01(C), and the applicable cure period shall be tolled for the duration of such event.

J. Any lien is filed against the Premises or any portion thereof resulting from any act or omission of Atlantic, and is not discharged within thirty (30) days, unless Atlantic within the aforesaid thirty (30) days furnishes the City such security as the Commissioner in his discretion determines to be adequate to protect the interests of City.

K. Atlantic ceases using or abandons substantially all of the Premises for a period of ninety (90) consecutive days.

L. Atlantic makes any purported Transfer without the consent of City as set forth in Article XIV.

M. Atlantic fails to maintain its corporate existence, or fails to remain duly qualified to do business in the State of Illinois, or Atlantic dissolves or otherwise disposes of all or

substantially all of its assets, or consolidates with or merges into another corporation; provided, however, that it shall not be an Event of Default if Atlantic consolidates with or merges into an Affiliate; or

N. Atlantic fails to receive authorization to conduct fixed base operations or general aviation functions at the Airport by any governmental entity, or the FAA objects to or disapproves this Agreement; provided that no such failure, objection, or disapproval shall constitute an Event of Default unless the City has given Atlantic written notice and Atlantic has failed to resolve the issue within ninety (90) days (or such longer period as reasonably necessary) using commercially reasonable efforts.

O. Atlantic defaults on any Loan Agreement pertaining to Special Facility Revenue Bonds issued by the City for use and repayment by Atlantic.

Section 12.02 – City’s Remedies.

A. Whenever an Event of Default has occurred and is continuing beyond any applicable cure period, City may, at its option, on thirty (30) days prior written notice to Atlantic of such Event of Default:

1. terminate this Agreement and the licenses and other rights of Atlantic hereunder, without discharging any of Atlantic's obligations hereunder and, at City's further option, exclude Atlantic from the Premises; or
2. without terminating this Agreement, exclude Atlantic from the Premises and attempt to grant such Premises to another party for the account of Atlantic, holding Atlantic liable for all payments due hereunder up to the effective date of such grant and for the excess over the Rent and other amounts which are paid by such new party under such new agreement, if any, of other amounts payable by Atlantic under this Agreement for the remainder of the term of this Agreement.

B. The remedies set forth in this Article are in addition to all other remedies which are or may be available to City at law or in equity. In addition, City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Rent and any other amounts payable by Atlantic hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant of Atlantic under this Agreement.

C. All rights and remedies hereinbefore given to City and all rights and remedies given to City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive City of any of City's remedies or actions against Atlantic for Rent or for any other sum required to be paid to City pursuant to this Agreement, or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for fees or breach of covenant, or the resort to any other remedy herein provided for the recovery of fees be construed as a waiver of the right to obtain possession of the Premises.

Section 12.03 - Removal of Atlantic's Property.

A. The personal property financed with funds other than Special Facility Revenue Bonds or other City funds and placed or installed by Atlantic in the Premises shall remain the property of Atlantic and must be removed on or before the expiration of the Term or the expiration of any extension or renewal thereof at Atlantic's sole risk and expense. Any damage to the Airport, the Premises, or any fixtures located therein, resulting from such removal shall be paid for by Atlantic. In the event of the termination of this Agreement, by default or otherwise, Atlantic shall have thirty (30) days after such termination during which to remove such property; provided, however, City shall have the right to assert such liens against said property as City may by law be permitted. So long as any such property remains in the Premises, Atlantic's obligation to pay City Rent and any other sums which may be due the City under the Agreement shall continue.

B. If Atlantic's property is not removed as herein provided, City may, at its option, deem such property abandoned and keep such property or after written notice to Atlantic and at Atlantic's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Atlantic to City, and any balance remaining shall be paid to Atlantic.

Section 12.04 - Condemnation.

A. Any condemnation or taking of such a substantial part of the Premises that renders it unsuitable for the purposes stated herein is a "Total Taking." In the event of a Total Taking, this Agreement shall terminate as of the date of the filing of the petition to condemn. Atlantic shall be entitled to claim from the condemnation award, and to recover to the extent of the award: (i) the unamortized value of the Improvements constructed by Atlantic, calculated on a straight-line basis from the date of beneficial occupancy through the scheduled expiration of the Term (including any then-effective extension); (ii) the value of Atlantic's leasehold interest; (iii) Atlantic's relocation costs; and (iv) Atlantic's business interruption damages. The City shall be entitled to the remainder of the award. To the extent any Special Facility Revenue Bonds are then outstanding, Atlantic shall apply its award first to the defeasance of such bonds.

B. In the event of a taking other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect as to the remaining Premises, with Ground Rent and Building Rent reduced proportionately. If the proceeds received are sufficient, Atlantic shall use them to restore the Premises as nearly as possible to their prior condition, character, and utility value or as otherwise agreed; any excess proceeds shall be paid to Atlantic and the City as their interests appear, and if proceeds are insufficient, Atlantic shall not be required to restore in excess of the proceeds available.

Section 12.05 - No Waiver by City. Failure by City to take any action with respect to any default or violation by Atlantic of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of City to act with respect to any prior, contemporaneous, or subsequent violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 12.06 – City’s Right to Perform Atlantic’s Obligations.

A. In the event that Atlantic fails to perform any of its obligations under this Agreement, the City may, but is not obligated to, and without waiving or releasing Atlantic from any of its obligations hereunder, make any payment or perform any other act which Atlantic is obligated to make or perform under this Agreement in such manner and to such extent as City may deem desirable; and in so doing city shall also have the right to enter upon the Premises, including any Improvement to the Premises, for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys’ fees. All sums so paid and all liabilities so incurred by City, together with interest thereon at the lesser of the then current Default Rate or the highest interest rate permitted by law, shall be deemed additional Rent hereunder and shall be payable to City upon demand as additional Rent. City shall use reasonable efforts to give prior notice, which may be oral, of its performance, if reasonably feasible under the circumstances.

B. The performance of any such obligation by City shall not constitute a waiver of Atlantic’s default in failing to perform the same. Inaction of City shall never be considered as a waiver of any right accruing to it pursuant to this Agreement. City, in making any payment hereby authorized: (a) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction of Improvements to the Premises or the repair, maintenance or reconstruction of Improvements to the Premises or payment of operating costs thereof, may do so in such amounts and to such persons as City may reasonably deem appropriate. Nothing contained herein shall be construed to require the City to advance monies for any purpose. City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Atlantic or any other occupant of the Premises or any part thereof, by reason of making repairs or the performance of any work on the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof and the obligations of Atlantic under this Lease shall not thereby be affected in any manner. In doing so, however, City shall use reasonable efforts not to interfere with Atlantic’s operations.

Section 12.07 - Attorneys' Fees and Expenses. In the event Atlantic defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Rent or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Atlantic herein contained, Atlantic shall, on demand, pay to City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by City as a result of such default.

ARTICLE XIII - TRANSFERS

Section 13.01 – Atlantic's Right to Transfer.

A. Transfers Generally. Atlantic covenants that it will not assign, sublet, transfer, convey, sell, mortgage, pledge, or encumber (any of the foregoing events being referred to as a "Transfer") the Premises or any part thereof, or any rights of Atlantic hereunder or any interest of Atlantic in this Agreement, or effect any sale of Atlantic stock that may have the effect of a Transfer, nor will Atlantic allow the use of such Premises hereunder by any other person, except as otherwise provided in Article II of this Agreement, without in each instance having first obtained the prior written consent of City as set forth below. Where the consent of the City may be granted by the Commissioner, the City agrees such consent will not be withheld or delayed unreasonably.

B. Transfer to an Affiliate. Transfers of this Agreement, in whole or in part, to an Affiliate of Atlantic are subject to consent of the Commissioner. The Commissioner will not withhold consent to such Transfer provided that: (i) the proposed transferee is in compliance with all of the legal requirements of this Agreement, (ii) the proposed transferee demonstrates to the Commissioner's satisfaction that it is sufficiently financially responsible, experienced and capable to perform those obligations of Atlantic under this Agreement that Atlantic seeks to Transfer, (iii) the proposed transferee assumes all of Atlantic's obligations under this Agreement that Atlantic seeks to Transfer, (iv) in the Commissioner's reasonable opinion, the Transfer will not be reasonably likely to have a material adverse effect upon the Airport; (v) no event of default then exists, and (vi) the transferee executes the City's Economic Disclosure Statement and Affidavit.

C. City Consent. Except where the Transfer is to an Affiliate, the consent of the City Council on behalf of City shall be required for any Transfer of (i) all of the Premises, (ii) all rights of Atlantic hereunder, or (iii) all of Atlantic's interest in this Agreement. The consent of the Commissioner on behalf of City shall be required for any other Transfer. Consent by City to any type of Transfer described in this Article or elsewhere in this Agreement shall not in any way be construed to relieve Atlantic from obtaining further authorization from City for any subsequent Transfer of any nature whatsoever. In determining whether or not to consent to a Transfer, which consent shall not be unreasonably withheld, conditioned, or delayed, City will reasonably take into account those factors (i) through (vi) set forth in the immediately preceding paragraph and,

without limitation, the promotion of a competitive environment at the Airport in light of the then-existing circumstances, the proposed use of the Premises by any transferee, the balanced utilization of the Airport facilities, operational considerations relating to the characteristics of the proposed transferee, the financial condition of the proposed transferee, and the impact on City's ability to exercise control over the Airport.

D. **Atlantic's Liability Following Transfer.** Notwithstanding any Transfer, Atlantic shall remain liable for obligations arising prior to the effective date of such Transfer. Upon a Transfer approved in writing by City, Atlantic shall be released from liability for obligations first arising after the effective date of such Transfer, provided the transferee assumes all obligations under this Agreement in writing.

E. **Request for City Consent.** Any and all requests by Atlantic for consent to a Transfer shall be made in writing by certified mail to City and shall include copies of the proposed documents of Transfer. Said documents of Transfer shall completely disclose any and all considerations made or to be made to Atlantic for said Transfer.

F. **City's Right to Collect from Transferee.** City may collect Rent and other sums due under this Agreement from any assignee, sublessee, or other transferee of Atlantic, and shall apply the amounts collected to the obligations payable under this Agreement. No such collection or application of funds shall, by itself, constitute (i) a waiver of any provision of this Agreement, (ii) acceptance or approval of any Transfer, or (iii) a release of Tenant from its obligations hereunder.

Notwithstanding the foregoing, if City provides its prior written consent to a Transfer and the transferee assumes this Lease in writing, Atlantic then shall be released from liability for obligations first arising after the effective date of such Transfer, except to the extent otherwise expressly agreed by the parties.

If a Transfer requiring City's consent occurs without such consent, City's acceptance of Rent or other sums from the transferee shall not be deemed consent to such Transfer, and Atlantic shall remain liable for all obligations under this Lease.

G. **Transfers Without City Consent Void.** Any Transfer without the written consent of the City as provided for herein shall be void and of no effect.

H. **Evasion.** No Transfer shall be structured or used for the purpose or effect of evading any provision of this Agreement.

Section 13.02 - City Right to Transfer. The City reserves the right to transfer all or any part of its interests hereunder, including but not limited to the assignment of this Agreement in its entirety to a private operator of the Airport.

ARTICLE XIV - NOTICE

Any notices or other communications pertaining to this Agreement shall be in writing

and shall be deemed to have been duly given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices shall be deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, three days after deposit in the U.S. mails, or otherwise upon refusal of receipt. All notices or communications intended for Atlantic shall be addressed to:

Atlantic Aviation Flight Support, Inc.
6150 South Laramie Ave. Chicago, Illinois 60638
Attn: General Manager

with a copy to: Atlantic Aviation Corporation
5525 Granite Parkway, Suite 1700
Plano, TX 75024
Attn: General Counsel

All notices or communications intended for the City shall be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O' Hare International Airport
10510 Zemke Road
Chicago, Illinois 60666

with a copy to: City Comptroller
City of Chicago
Room 501 City Hall
121 North LaSalle Street
Chicago, Illinois 60602

and with a copy to: Corporation Counsel
Department of Law
City of Chicago
Room 610
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel – Aviation

Either party may change its address or the individual to whom such notices are to be given by a notice given to the other party in the manner set forth above.

ARTICLE XV - MISCELLANEOUS

Section 15.01 - Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and

no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 15.02 - Counterparts. This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 15.03 - Amendments. No changes, amendments, modifications, cancellation, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns. Without limiting the foregoing, the Agreement may be revised by agreement of the parties, without need for amendment, to authorize Atlantic or a third party to perform additional Secondary Commercial Support Services that are customary and incidental to the operation of a fixed base operation.

Section 15.04 - No Partnership or Agency. Nothing herein contained as intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Atlantic the general representative or agent of City for any purpose whatsoever.

Section 15.05 - Representatives. City and Atlantic shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for City and Atlantic, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, City's representative shall be the Commissioner. Atlantic's representative shall be designated in a written notice delivered to City. Any party hereto may change its designated representative by notice to the other party.

Section 15.06 - Force Majeure.

A. Neither party shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts of God, war, civil disorder, government restrictions, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions, fire, flood, pandemic, or other events beyond the party's reasonable control ("Force Majeure Event"), except to the extent such failure results from the negligence of that party, provided that the affected party provides prompt notice, reasonably demonstrates how and to what extent the party's performance is materially impacted by the Force Majeure Event, and uses reasonable efforts to resume performance.

B. Notwithstanding any other provision of this Agreement, if a Force Majeure Event, or any government-imposed material change in operations at the Airport (including any flight volume restriction, capacity limitation, or partial or full closure), materially impairs Atlantic's ability to use the Premises or conduct its operations at the Airport, then

Ground Rent, Building Rent, and any applicable MAG shall be abated or reduced on a proportionate basis to the extent of such impairment for the duration of the event, as provided in Section 4.01(C). The cure period for any non-monetary obligation of Atlantic affected by a Force Majeure Event shall be tolled for the duration of such event, and Atlantic's construction timelines shall be extended as provided in Section 5.01(C). Atlantic shall have the burden of demonstrating how its ability to use the Premises or conduct its operations are materially impacted by any such event.

C. The City shall be under no obligation to supply any service to the extent and during any period that the supply of such service is prohibited or rationed by any law, rule, regulation, requirement, order, or directive.

D. Atlantic shall not be liable for the performance of any obligation if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the FAA, TSA, or other government authority substantially affecting, for a period of at least thirty (30) days, Atlantic's use of the Airport, provided none of the foregoing is due to the fault of Atlantic.

Section 15.07 - Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois. Atlantic hereby irrevocably submits, and shall cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Atlantic agrees that service of process on Atlantic may be made, at the option of City, either by registered or certified mail addressed to the applicable office as provided for, in this Agreement, by registered or certified mail addressed to the office actually maintained by Atlantic, or by personal delivery on any officer, director, or managing or general agent of Atlantic.

Section 15.08 - Consent to Service of Process and Jurisdiction. All judicial proceedings brought by Atlantic with respect to this Agreement shall be brought in Cook County, Illinois, and by execution and delivery of this Agreement, Atlantic accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Atlantic irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Atlantic in the courts of any other jurisdiction.

Section 15.09 - Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of

law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 15.10 - Assigns. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

Section 15.11 - Co-Operation by Parties. The parties hereby agree to use good faith in the performance of this Agreement and to co-operate with each other. City must be expressly identified as a third party beneficiary in any of Atlantic's contracts for construction of Improvements or performance of Primary Commercial Support Services and must be granted a direct right of enforcement thereunder. If this Agreement is terminated for any reason, or if it expires by its own terms, Atlantic shall make every reasonable effort to assure an orderly transition to another fixed base operator or provider of general aviation services, if any; orderly demobilization of its own operation; and the uninterrupted provision of fixed base operations and general aviation services. During any transition period Atlantic shall otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration of this Agreement.

ARTICLE XVI — ENVIRONMENTAL PROVISIONS

Section 16.01 - Definitions.

The following definitions will apply to this Article XVI:

(a) "Associated Party(ies)" shall mean Atlantic's employees, contractors, subcontractors, agents, licensees, Sublessees, and vendors in each case only while acting for or under Atlantic's direction or control in connection with Atlantic's use, occupancy, or operations at the Premises pursuant to this Agreement. Associated Parties expressly excludes aircraft owners, aircraft operators, pilots, crew, passengers, invitees, customers, customer contractors, governmental authorities, other airport users, other FBOs, commercial airlines, and other third parties, except to the extent Atlantic directly controls the specific conduct causing the applicable Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition. For purposes of this Section 7.08, Atlantic shall be responsible for the acts or omissions of Associated Parties where (i) such Associated Parties' acts or omissions occur on the Premises or (ii) such Associated Parties' acts or omissions occur outside of the Premises, but only to the extent that such Associated Parties are acting for or under the direction or control of Atlantic. Atlantic shall not be responsible for the acts or omissions of customers, aircraft owners or operators, pilots, crew, passengers, invitees,

governmental authorities, City Parties, other airport users, other FBOs, commercial airlines, or other third parties, except to the extent caused by Atlantic's negligence, willful misconduct, or direct control over the activity giving rise to the applicable obligation or Environmental Claim.

(b) "Initial Environmental Conditions Walk-Through" or "Initial Walk-Through" shall mean a report documenting the observations and findings made by a representative or consultant of City, in consultation with Atlantic, regarding the environmental condition of the Premises and their state of compliance with Environmental Laws during a physical walk-through of the Premises by City and Atlantic at a time mutually agreeable to the parties.

(c) "Concluding Environmental Conditions Walk-Through" or "Concluding Walk-Through" shall mean a report documenting the observations and findings made by a representative or consultant of City regarding the environmental condition of the Premises or any portion thereof and their state of compliance with Environmental Laws and to document their compliance with this Article during a physical walk-through of Atlantic's Premises or any portion thereof by City and Atlantic prior to the date that they are vacated or surrendered.

(d) "Contaminant" shall mean any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

(e) "Discharge" shall mean leaking, spilling, pouring, depositing or otherwise Disposing of Hazardous Substances or Other Regulated Material into land, wetlands or Waters, now or in the future.

(f) "Dispose", "Disposal" or "Disposing" and variants thereof means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Hazardous Substance or Other Regulated Material into or on any land or water so that such Hazardous Substance or Other Regulated Material or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

(g) "Environmental Claim" shall mean any demand, cause of action, proceeding, or suit for damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or

governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law

(h) “Environmental Indemnitees” shall have the meaning set forth in Section 16.08.

(i) “Environmental Law(s)” shall mean any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(j) “Hazardous Substance” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

(k) “NPDES” shall mean the National Pollutant Discharge Elimination System.

(l) “Other Regulated Material” shall mean any Waste, Contaminant, or any other material regulated under Environmental Law, not otherwise specifically listed or designated as a Hazardous Substance, that is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or is a hazard to the environment or to the health or safety of persons.

(m) "Release" or "Released" means, any spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping, or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

(n) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess, or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

(o) "Sublessee" shall include anyone to whom Atlantic leases any of its FBO facilities, including hangars, ramp space, office space, parking, support areas, and other portions of the Premises subject to this Agreement, including but not limited to the Premises, Airfield Area and Apron Area.

(p) "SWPPP" shall mean Storm Water Pollution Prevention Plan.

(q) "Waste" includes those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(r) "Waters" has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

(s) All other terms used herein shall have the meaning set forth herein.

Section 16.02 - Atlantic Representations, Warranties, and Covenants.

Atlantic represents, warrants, and covenants the following:

(a) Atlantic has obtained and throughout the Term of this Agreement shall obtain, regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the Term of this Agreement. Atlantic shall require by written contract, where Atlantic has contractual privity and operational control, that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to such Associated Parties' their use of and operations at the Airport.

(b) Atlantic shall comply and direct its Associated Parties that are not under Atlantic's direction or control, and require by written contract where Atlantic has contractual privity and operational control that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the

Airport; provided, however, that nothing in this sentence limits Atlantic's cleanup obligations under this Article for Releases, Discharges, or Disposals occurring within the Premises.

(c) Atlantic shall not conduct its operations at the Airport during the Term of this Agreement so as to cause, unlawfully allow or contribute to, and shall direct its Associated Parties that are not under Atlantic's direction or control, and require by written contract where Atlantic has contractual privity and operational control that its Associated Parties do not cause:

- (i) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;
- (ii) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Atlantic or its Associated Parties at the Airport;
- (iii) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of City exceeding any terms, conditions or effluent limits of any permit issued to City, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;
- (iv) any Release, Discharge or Disposal to the soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or
- (v) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any Atlantic air permit.

(d) Atlantic shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity to, handle, use, store, Dispose of, transport, or otherwise manage, and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity to handle, use, store, Dispose of, transport, or otherwise manage any Hazardous Substance or Other Regulated Material at the Airport during the Term of this Agreement in a lawful manner. Without limiting the foregoing, Atlantic shall not conduct and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and in compliance with any de-icing policies and practices as may be adopted by City in consultation with Atlantic, in each case only to the extent such de-

icing or anti-icing is performed by Atlantic or its Associated Parties while acting under Atlantic's direction or control. Except to the extent the activity occurs within the Premises, Atlantic shall not be responsible for de-icing or anti-icing performed by customers, aircraft owners or operators, other FBOs, commercial airlines, or other third parties not acting for or under the direction or control of Atlantic.

(e) Atlantic shall be, shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Atlantic or its Associated Parties, or resulting from Atlantic's use, activities, and operations, at the Airport during the Term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Atlantic shall ensure that either Atlantic or its controlled Associated Party(ies) signs such documents.

(f) Atlantic shall be, and ensure that its controlled Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Atlantic or its Associated Parties on the Premises during the Term of this Agreement. Maintenance frequencies for structural controls shall be established by Atlantic in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Atlantic shall ensure that environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls specifically listed on Exhibit F to this Agreement as the maintenance responsibility of Atlantic. Atlantic shall remove and properly Dispose of any Waste in said designated structural controls maintained by Atlantic prior to vacating the Premises. The structural controls for which Atlantic is responsible for maintaining as of the date of this Agreement are listed on Exhibit F, which list may be modified by agreement of the Parties to reflect construction/commissioning or demolition/decommissioning of structural controls.

(g) If Atlantic or its Associated Parties cause, unlawfully allow or contribute to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material at the Airport in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Law including the Midway Spill Response Guide, Atlantic shall report such Release, Discharge or Disposal to the appropriate governmental authorities

in compliance with applicable Environmental Law, including the Midway Spill Response Guide. Atlantic shall ensure that its controlled Associated Parties report any Release or Discharge in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said third party cause, unlawfully allow or contribute to a Discharge or Release of a Hazardous Substance or Other Regulated Material in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

(h) Atlantic acknowledges that City is subject to certain permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Atlantic shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Atlantic acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable storm water permits and effluent limitation guidelines under Environmental Laws. Atlantic shall minimize the exposure to storm water of materials generated, stored, handled, or used by Atlantic or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and make them available to City upon reasonable request. Atlantic further acknowledges that any effluent limitation guidelines in any storm water discharge permit issued to City and timely provided to Atlantic applicable to the Atlantic are incorporated by reference into this Agreement to the extent affecting Atlantic's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Atlantic's reasonable cooperation to assure City's compliance therewith. City shall provide advance notice to Atlantic of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to City which may affect Atlantic's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Atlantic's reasonable cooperation to assure City's compliance therewith.

(i) Atlantic or its controlled Associated Parties shall cooperate with City, as reasonably requested from time to time by City, to ensure that Atlantic's operations at or use of the Airport will not unreasonably interfere with City's implementation of its Chicago Midway International Airport Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

(j) Atlantic, prior to vacating or surrendering any portion of its Premises for any reason, shall:

- (i) remove and Dispose of any and all trash, debris, or Waste generated by Atlantic or its Associated Parties;
- (ii) remove any and all above-ground containers and non-permanent structural controls owned by Atlantic or its Associated Parties, including, but not limited to, removable filters, grates and above-ground tanks located on Atlantic's Premises, unless Atlantic and City agree otherwise; and
- (iii) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Atlantic or its Associated Parties and located on Atlantic's Premises.

(k) Atlantic understands and acknowledges that certain of its and City's future capital projects at the Premises may require review or approval by the FAA, the United States Environmental Protection Agency ("USEPA"), or the Illinois Environmental Protection Agency ("IEPA"), pursuant to requirements imposed upon the Airport or City. If requested by City, Atlantic shall reasonably cooperate with City in its preparation of such submittals as are required of City by FAA, USEPA, or IEPA, or their successor agencies, in connection with Atlantic's future capital projects or in connection with City capital projects at the Premises which benefit Atlantic.

Section 16.03 - Right of Entry to Perform Environmental Inspections and Sampling.

(a) City and its contractors and other agents shall have the full right to enter any part of the Premises, at all reasonable times and in City's sole discretion, for the purpose of conducting an inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Atlantic's operations thereon, or any other party's use and operations, including operations of Atlantic's Associated Parties. City and its authorized agents may take samples and perform tests as needed, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, water, groundwater, Hazardous Substances or Other Regulated Material Releases, and Discharges, at City's expense. City shall coordinate with Atlantic and not materially interfere with Atlantic's operations in conducting such activities. City will provide seventy-two (72) hours' advance written notice of any planned City inspection or intrusive City sampling to Atlantic, except in emergencies, when advance notice shall not be required. Atlantic shall have the right to accompany City when any such inspection or sampling is performed, provided that City is not required to unreasonably delay its inspection or sampling to enable Atlantic to be present. Atlantic shall have the right to obtain, at Atlantic's expense, split samples, and City shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

(b) Atlantic shall cooperate, and shall ensure controlled that its Associated Parties cooperate, in allowing prompt, reasonable access to City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, City shall not unreasonably interfere with the authorized use and occupancy of the Premises by Atlantic or Atlantic's Associated Parties. Atlantic remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

Section 16.04 - Information to be Provided to City.

(a) If Atlantic receives any written notice, citation, order, warning, complaint, claim or demand regarding the Atlantic's use or operations of the Premises during the Term of this Agreement or other property at the Airport used by Atlantic pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

- (i) concerning any alleged Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material by Atlantic or by its Associated Parties; or
- (ii) alleging that Atlantic or any of its Associated Parties is the subject of an Environmental Claim or alleging that Atlantic or any Associated Party is, or may be, in violation of any Environmental Laws; or
- (iii) asserting that Atlantic or any such third party as identified in subsection (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

Atlantic shall promptly, but not later than five (5) business days after Atlantic's receipt, inform City in writing of same, including a copy of such notice received by Atlantic.

(b) Atlantic shall simultaneously provide to City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

- (i) Atlantic's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Premises or other property at the Airport used by Atlantic pursuant to this Agreement, or
- (ii) any Release or Discharge arising out of the past or present operations at or use of the Premises or other property at the Airport used by Atlantic or its Associated Parties pursuant to this Agreement.

(c) In connection with any matter arising under this Section, Atlantic shall make available, within ten (10) business days of Atlantic's receipt of City's written

request, subject to document retention requirements provided by applicable law, the non-privileged documents that Atlantic has submitted to any governmental agency pertaining to the environmental compliance status of Atlantic's operations at or use of the Premises or other property at Airport used pursuant to this Agreement by Atlantic, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Atlantic or its Associated Parties at the Premises or other property at the Airport used by Atlantic pursuant to this Agreement.

Section 16.05 - Atlantic's Environmental Response and Compliance Obligations.

(a) Without limiting the indemnity obligations of this Article, if, during the Term of this Agreement, (1) Atlantic or any of its controlled Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the Midway Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Premises or at other property at the Airport used by Atlantic pursuant to this Agreement; or, (2) if any such Release, Discharge, or Disposal of a Hazardous Substance or other Regulated Material occurs within the Premises in connection with Atlantic's operations at the Premises or the activities of its invitees on the Premises; Atlantic shall perform or cause to be performed, consistent with the provisions of this Article, the following:

- (i) notify the Midway Communications Center ("MCC") of such Release, Discharge, or Disposal as required by and in accordance with the Midway Spill Response Guide and applicable Environmental Laws;
- (ii) report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;
- (iii) promptly Respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;
- (iv) promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;

- (v) promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and
- (vi) promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to City.

Notwithstanding the foregoing, Atlantic's performance of any reporting, response, removal, remediation, corrective action, or cleanup obligation with respect to a Release, Discharge, or Disposal occurring within the Premises shall not waive, release, impair, limit, modify, prejudice, assign, transfer, subrogate, or otherwise affect any right, claim, defense, contribution right, cost-recovery right, reimbursement right, indemnity right, insurance right, contractual right, common law right, statutory right, or other remedy Atlantic has or may have against any person or entity actually or potentially responsible for such Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition. Atlantic's performance of any such obligation shall not be deemed an admission of responsibility for purposes of any claim by Atlantic against any such person or entity.

(b) Any remedial or other activity undertaken by Atlantic under this Article shall not be construed to impair Atlantic's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement. No action taken by Atlantic to comply with an immediate reporting, response, or safety obligation shall be deemed an admission of responsibility for any Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition.

Section 16.06 - Investigation, Remediation, or Corrective Action Process. Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions required to be performed at the Airport under this Agreement, except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 16.05, Atlantic shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Atlantic's expense to the extent the applicable Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition is Atlantic's responsibility under this Article, and City shall have the right to review and inspect all such work at any time using consultants and representatives of City's choice, at City's expense. Specific

cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Airport for such purposes. Atlantic may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Atlantic shall reimburse City for all deed recordation fees and reasonable attorneys' fees incurred in connection with such recordation and otherwise be responsible for such other costs and expenses to the extent the applicable condition is Atlantic's responsibility under this Section. Atlantic shall, to the extent the applicable matter is Atlantic's responsibility under this Article, at Atlantic's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

Section 16.07 - City's Rights to Ensure Atlantic Compliance with Environmental Response and Compliance Obligations.

(a) If, as is reasonably determined by City, Atlantic, or its Associated Parties while acting for or under Atlantic's direction or control:

- (i) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under this Article within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or
- (ii) do not perform or complete appropriate reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is responsible under this Article within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both subclauses (i) and (ii) above, City must first provide reasonable advance written notice to Atlantic of Atlantic's failure to comply with such obligations and a reasonable opportunity for Atlantic to cure such failure to comply by Atlantic initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged

obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible),

then City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action City reasonably deems necessary to meet Atlantic's obligations under Environmental Laws, within the time required under such Environmental Laws. In addition to notice and opportunity to cure as set forth in Section 16.07(a)(ii) above, City shall provide Atlantic with its plan to perform such work for Atlantic's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by City, except in emergency circumstances where such advance notice is not possible. Such action taken by City consistent with the requirements of this Agreement shall be at Atlantic's expense only to the extent the applicable Release, Discharge, Disposal, violation, or other condition is Atlantic's responsibility under this Article, plus administrative expenses of the greater of five hundred dollars (\$500.00) or 25% of all costs incurred by City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

With respect to Associated Parties that are not acting for or under Atlantic's direction or control, Atlantic's cure obligation shall be limited to directing such Associated Parties to comply with applicable Environmental Laws and applicable Airport requirements; provided, however, that nothing in this sentence limits Atlantic's cleanup obligations under Section 14.5 for Releases, Discharges, or Disposals occurring within the Premises.

(b) Except as set forth elsewhere in this Article, if City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided herein, then City shall provide reasonable advance written notice to Atlantic of its intention to take actions, to the extent of Atlantic's obligations for such actions as provided in this Article, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of this Article. Atlantic shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by City and, as appropriate, shall provide a basis for City's pursuit of any responsible parties consistent with the provisions of this Article. In addition to the above written notice, City shall

provide Atlantic with its plan to perform such actions for Atlantic's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by City, after which the costs of such actions, if implemented by City, shall be charged to Atlantic except to the extent Atlantic establishes by reasonable evidence, which the Commissioner shall not unreasonably reject, that the Release, Discharge, Disposal, or other condition was not caused by Atlantic or its Associated Parties while acting under Atlantic's direction or control.

For purposes of this Section, reasonable evidence may include technical, historical, operational, regulatory, documentary, or circumstantial evidence, including sampling data, environmental reports, regulatory records, historical site plans, aerial photographs, product type, chemical composition, location, depth, migration pathway, groundwater flow, prior airport use, prior tenant use, City infrastructure, third-party activity, historical fill, underground or aboveground storage tanks, institutional controls, engineered barriers, or other evidence tending to show that Atlantic or its Associated Parties did not cause the applicable condition.

If City disputes whether Atlantic has satisfied its burden, either party may submit the disputed causation or responsibility issue to an independent third-party environmental consultant mutually selected by City and Atlantic. If City and Atlantic cannot agree on the consultant within ten (10) business days, either party may request that the consultant be selected by a mutually recognized professional environmental association or, absent agreement on such association, by a court of competent jurisdiction. The consultant shall issue a written determination applying a more-likely-than-not standard. The determination shall be binding solely for purposes of allocating responsibility as between City and Atlantic under this Agreement and shall not limit either party's rights against any third party.

(c) In the event any Release or Discharge, or Disposal in violation of Environmental Law which occurred prior to the effective date of this Agreement is encountered on any portion of Atlantic's Premises that Atlantic also leased under its prior Lease Agreement immediately preceding this Agreement, Atlantic shall be presumed to be responsible for all costs incurred in connection with such impacts, including investigation, removal, remediation, or other required plan, report, or Response action, unless and to the extent Atlantic provides reasonable evidence to the Commissioner demonstrating that Atlantic and its corporate predecessors (including any corporate predecessor that had possession, control or use of the Premises) are not and were not responsible for the Release, Discharge or Disposal. The Commissioner shall employ reasonable discretion in reviewing and determining such evidence, including any evidence the City may also provide.

For purposes of this Section, reasonable evidence may include technical, historical, operational, regulatory, documentary, or circumstantial evidence, including evidence that the condition predates Atlantic's or its corporate predecessor's

possession, control, or use of the affected area; the Hazardous Substance or Other Regulated Material is not of a type used, stored, handled, generated, or released by Atlantic or its corporate predecessors in the affected area; the condition is consistent with historical airport operations, City-owned or City-controlled infrastructure, prior tenant operations, historical fill, underground or aboveground storage tanks not installed or used by Atlantic, capped conditions, institutional controls, engineered barriers, migrating contamination, or other third-party sources; or sampling, chemical fingerprinting, age dating, boring logs, groundwater flow, soil stratigraphy, regulatory files, closure documentation, aerial photographs, historical site plans, construction records, maintenance records, environmental reports, or other environmental records indicate a non-Atlantic source.

If City disputes whether Atlantic has satisfied its burden, either party may submit the disputed causation or responsibility issue to an independent third-party environmental consultant mutually selected by City and Atlantic. If City and Atlantic cannot agree on the consultant within ten (10) business days, either party may request that the consultant be selected by a mutually recognized professional environmental association or, absent agreement on such association, by a court of competent jurisdiction. The consultant shall issue a written determination applying a more-likely-than-not standard. The determination shall be binding solely for purposes of allocating responsibility as between City and Atlantic under this Agreement and shall not limit either party's rights against any third party.

(d) Nothing in this Section is intended or shall be construed so as to prevent City or Atlantic from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

Section 16.08 - Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Atlantic agrees to indemnify, defend, and hold harmless City, its past and present elected and appointed officials, officers, agents and employees ("Environmental Indemnitees"), from and against any and all Environmental Claims to the extent resulting from:

- (i) the breach by Atlantic of any representation or warranty made in this section; or
- (ii) the failure of Atlantic to meet its obligations under this section, whether caused or unlawfully allowed by Atlantic or any third party under Atlantic's direction or control; or
- (iii) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Atlantic or by or

the failure of Atlantic or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Atlantic or its Associated Parties at the Premises or at other property at the Airport used by Atlantic pursuant to this Agreement, during the Term of this Agreement;

- (iv) For clarity, Atlantic shall have no indemnity obligation for Environmental Claims to the extent arising out of or relating to (A) the negligence, willful misconduct, breach, or violation of Environmental Law by any Environmental Indemnitee, (B) any City-owned or City-controlled infrastructure, (C) acts or omissions of customers, aircraft owners or operators, pilots, crew, passengers, invitees, governmental authorities, other airport users, other FBOs, commercial airlines, or other third parties not acting for or under the direction or control of Atlantic occurring outside of the Premises, or (D) any condition not caused by Atlantic or its Associated Parties while acting under Atlantic's direction or control that occurred outside of the Premises.

Notwithstanding the foregoing, Atlantic's indemnity obligations under this Section shall apply only to Environmental Claims arising from matters for which Atlantic is responsible under this Article, and shall be subject to all limitations, exclusions, reimbursement rights, evidentiary rights, expert determination rights, and third-party recovery rights set forth in this Article.

(b) Atlantic's duty to defend applies only to Environmental Claims alleging facts that, if true, would require Atlantic to perform or pay for cleanup, remediation, response, removal, corrective action, or other obligations under this Section. If an Environmental Claim involves both matters for which Atlantic would be responsible and matters for which Atlantic would not be responsible, Atlantic shall be responsible only for reasonable and documented defense costs allocable to the matters for which Atlantic would be responsible. Further, Atlantic's obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Atlantic's and its Associated Parties' proportionate share of the total fault which proximately caused the Environmental Claims as determined by mutual agreement or by a court of competent jurisdiction determines by a final order.

(c) City shall provide Atlantic with prompt notice of any Environmental Claims to allow Atlantic the opportunity to properly and effectively respond to or otherwise defend such Environmental Claims. Atlantic shall, at its own cost and expense, defend all Environmental Claims for which Atlantic has a defense obligation under this Article whether frivolous or not. If Atlantic fails to defend any Environmental Claims for which it is responsible, after reasonable notice to Atlantic, the City may take such actions as City deems appropriate in its reasonable judgment, including but not limited to investigations, removals, remediation, or corrective actions with respect to any

Environmental Claims, Atlantic shall reimburse City, upon written demand by City, for all reasonable and documented costs that City incurs in association with such action, including but not limited to consultants' fees, contractors' fees, reasonable attorneys' fees and expenses. If Atlantic performs, pays, reimburses, indemnifies, or defends with respect to any Environmental Claim, Release, Discharge, Disposal, violation of Environmental Law, or other environmental condition that is later determined by written agreement of the parties, final order, final agency determination or independent third-party environmental consultant determination under this Section not to be Atlantic's responsibility under this Section, City shall reimburse Atlantic for the reasonable and documented costs incurred by Atlantic for cleanup, remediation, response, removal, corrective action, indemnification, defense, settlement, consultants, contractors, attorneys, experts, regulatory submissions, and related expenses, to the extent not recovered by Atlantic from any actually or potentially responsible third party.

(d) Nothing in this Agreement waives, limits, or impairs Atlantic's rights of contribution, subrogation, reimbursement, indemnity, cost recovery, or other claims against City, any Environmental Indemnitee, or any other person or entity to the extent arising out of or relating to City-caused, Environmental Indemnitee-caused, pre-existing, legacy, historical, migrating, Airport-wide, infrastructure-related, third-party, or non-Atlantic-caused contamination or Environmental Claims.

(e) Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.

(f) Any claims for environmental matters shall be subject to this Article and shall not be subject to the General Indemnity provisions elsewhere in this Agreement.

(g) City Reimbursement for Non-Atlantic Matters. Without creating an indemnity obligation of City to Atlantic, City shall reimburse Atlantic for reasonable and documented costs, expenses, losses, liabilities, defense costs, settlements, judgments, fines, penalties, investigation costs, response costs, removal costs, remediation costs, corrective action costs, consultant fees, contractor fees, attorneys' fees, expert fees, regulatory costs, and related expenses incurred by Atlantic to the extent arising out of or relating to any Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition that is determined by written agreement of the parties, final order, final agency determination or independent third-party environmental consultant determination not to be Atlantic's responsibility under this Section.

Section 16.09 - Limitations. Atlantic's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Atlantic's or its corporate predecessor(s)'s initial occupancy, operations, or use of such area(s) of Release, Discharge or Disposal,

or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Atlantic or its corporate predecessor(s) nor any other party under Atlantic's or its corporate predecessor(s)'s direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the Premises or the Airport and that were not caused, unlawfully allowed or contributed to by Atlantic or its corporate predecessor(s) or third parties under Atlantic's or its corporate predecessor(s)'s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Atlantic or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Atlantic's or its corporate predecessor(s)'s direction or control.

Section 16.10 - Baseline Environmental Site Inspection. Within ninety (90) days of the Effective Date of this Agreement, City shall have the opportunity to perform, at its own expense, a physical walk-through of the Premises regarding the environmental condition of the Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. City shall provide Atlantic with an opportunity to participate in the walk-through and review and comment upon the conclusions and findings of the Initial Walk-Through report. In the event pre-existing environmental conditions are encountered for which Atlantic bear responsibility under this Article, the relevant provisions of this Article shall apply.

Section 16.11 - Concluding Environmental Site Inspection. At least sixty (60) days prior to vacating or surrendering the Premises or any portion of them for any reason, Atlantic shall provide City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Premises or that part of the Lease Premises being vacated, and their state of compliance with the requirements of this Article. City shall provide Atlantic with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Atlantic has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Atlantic or anyone operating on its behalf is responsible as required by this Article, or has otherwise failed to comply with the requirements of this Article, City will share its Concluding Walk-Through report and any relevant photographs with Atlantic. Atlantic will remove or correct any items to the extent not in compliance with the requirements of this Article within thirty (30) business days of receipt of said report and photographs or such longer period of time as reasonably requested by Atlantic to perform the corrective actions; provided that, if the corrective action cannot reasonably be completed within thirty (30) days, Atlantic shall have such additional time as is reasonably necessary so long as Atlantic commences corrective action within such thirty (30)-day period and diligently pursues completion. The parties agree that leased facilities and equipment being surrendered or vacated shall be left by Atlantic in a State

of Good Repair. However, tanks, structures and other items and materials owned by Atlantic may revert to City upon agreement of the parties with City accepting such tanks, structures and other items and materials in an "as is, where is" condition.

Section 16.12 - Atlantic Hazardous Substance-Related Equipment and Fixtures.

Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Atlantic shall at all times remain the property of Atlantic, and ownership of or responsibility for such equipment shall not pass to City by virtue of such equipment being installed at the Premises, except pursuant to the agreement of the City and the Atlantic. No such equipment shall be installed without the written consent of City. The list of structural controls in Exhibit F shall be amended by agreement of the parties to reflect such installation.

Section 16.13 - Waiver. Any waiver of any provision of this Article, or any delay by City in the enforcement of any right hereunder, shall neither be construed as a waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of City, it being intended that no waiver shall be implied by City's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this Article shall be cumulative and in addition to, and not in lieu of, any other remedies available to City elsewhere in this Agreement, at law, in equity, or otherwise.

Section 16.14 - Notice. With respect to those provisions of this Section which expressly require City to provide written notice to Atlantic, electronic mail to the designated Atlantic representative will satisfy such requirement. The parties' addresses for environmental notices shall be those provided in Article XIV herein.

Section 16.15 - Applicability of Environmental Provisions to Atlantic Use of or Operations at Airport. The provisions of this Article shall apply only to Atlantic's use of and operations at the Airport pursuant to this Agreement. These provisions shall not apply to, amend, supersede, modify, or be incorporated into any other lease, license, permit, construction agreement, service agreement, access agreement, operating agreement, or other contract or agreement between Atlantic and City unless such other agreement is expressly amended in a written instrument signed by both parties.

Section 16.16 - Survival of Environmental Provisions. Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Atlantic, are intended to and shall survive termination of this Agreement solely with respect to obligations and liabilities for which Atlantic is responsible under this Article, and only for so long as the applicable

Environmental Claim, legal obligation, or liability remains outstanding under Environmental Laws.

ARTICLE XVII - AUTHORITY

Section 17.01 - City's Authority. This Agreement is authorized by an Ordinance passed by City of Chicago City Council on _____ (C.J.P. _____). Wherever this Agreement provides that an act is to be taken or performed, or approval or consent is to be given by City, such act may be taken or performed, or approval or consent may be given, by the Commissioner, without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either (i) an extension of the Term (beyond any permitted renewals), (ii) a decrease in the Rent other than such decreases expressly provided for herein, or (iii) expansion of the Premises; provided, however, that non-material changes may be made to the boundaries of the Premises to conform to a survey. The Commissioner may execute an amendment to the Agreement provided that he or she is authorized to take or perform the act, or provide the consent or approval, giving rise to such amendment.

Section 17.02 - Atlantic's Authority. Execution of this Agreement by Atlantic is authorized by corporate resolution, and the Atlantics of each person signing on behalf of Atlantic have been made with complete and full authority to commit Atlantic to all terms and conditions of this Agreement, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

IN WITNESS WHEREOF, City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of City Council of City of Chicago, and Atlantic Aviation Corporation has caused this Agreement to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors.

CITY OF CHICAGO

Brandon Johnson, Mayor

Recommended by:

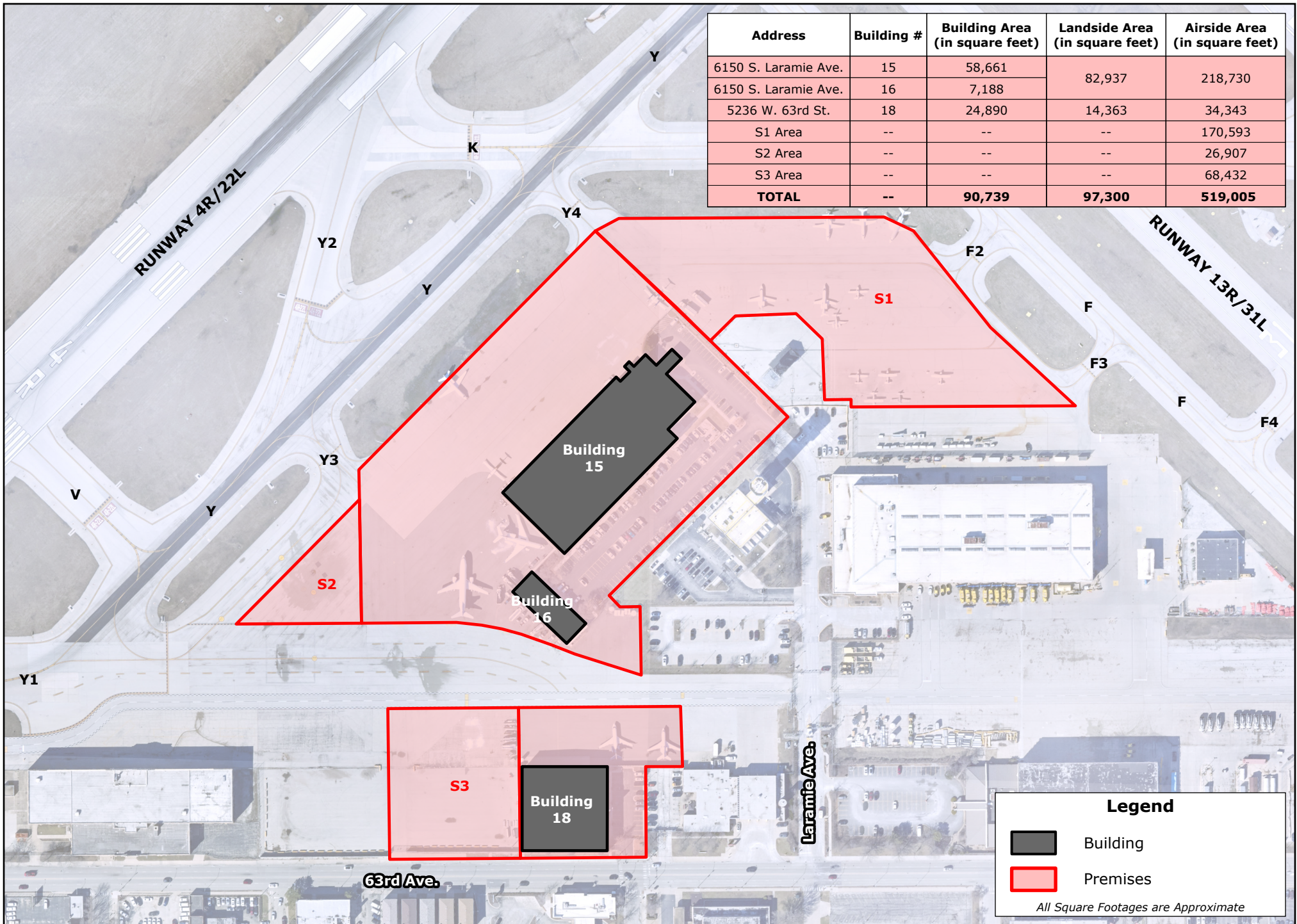
Michael McMurray
Commissioner of Aviation

ATLANTIC AVIATION FLIGHT SUPPORT, INC.

By:

Its: _____

EXHIBIT A – PREMISES



Address	Building #	Building Area (in square feet)	Landside Area (in square feet)	Airside Area (in square feet)
6150 S. Laramie Ave.	15	58,661	82,937	218,730
6150 S. Laramie Ave.	16	7,188		
5236 W. 63rd St.	18	24,890	14,363	34,343
S1 Area	--	--	--	170,593
S2 Area	--	--	--	26,907
S3 Area	--	--	--	68,432
TOTAL	--	90,739	97,300	519,005

EXHIBIT B — RENT SCHEDULES

Ground Rent:

616,305 SF x \$1.30 = \$801,196.50

Building Rent (6150 S. Laramie):

94,409 SF x \$9.75 = \$920,487.50

TOTAL PREMISES RENT:

\$1,721,684.25

EXHIBIT C — REQUIREMENTS FOR WORK

EXHIBIT D — INSURANCE REQUIREMENTS

Exhibit E — DEVELOPMENT PLAN

“Improvements” and “Odyssey Parcel Improvements”

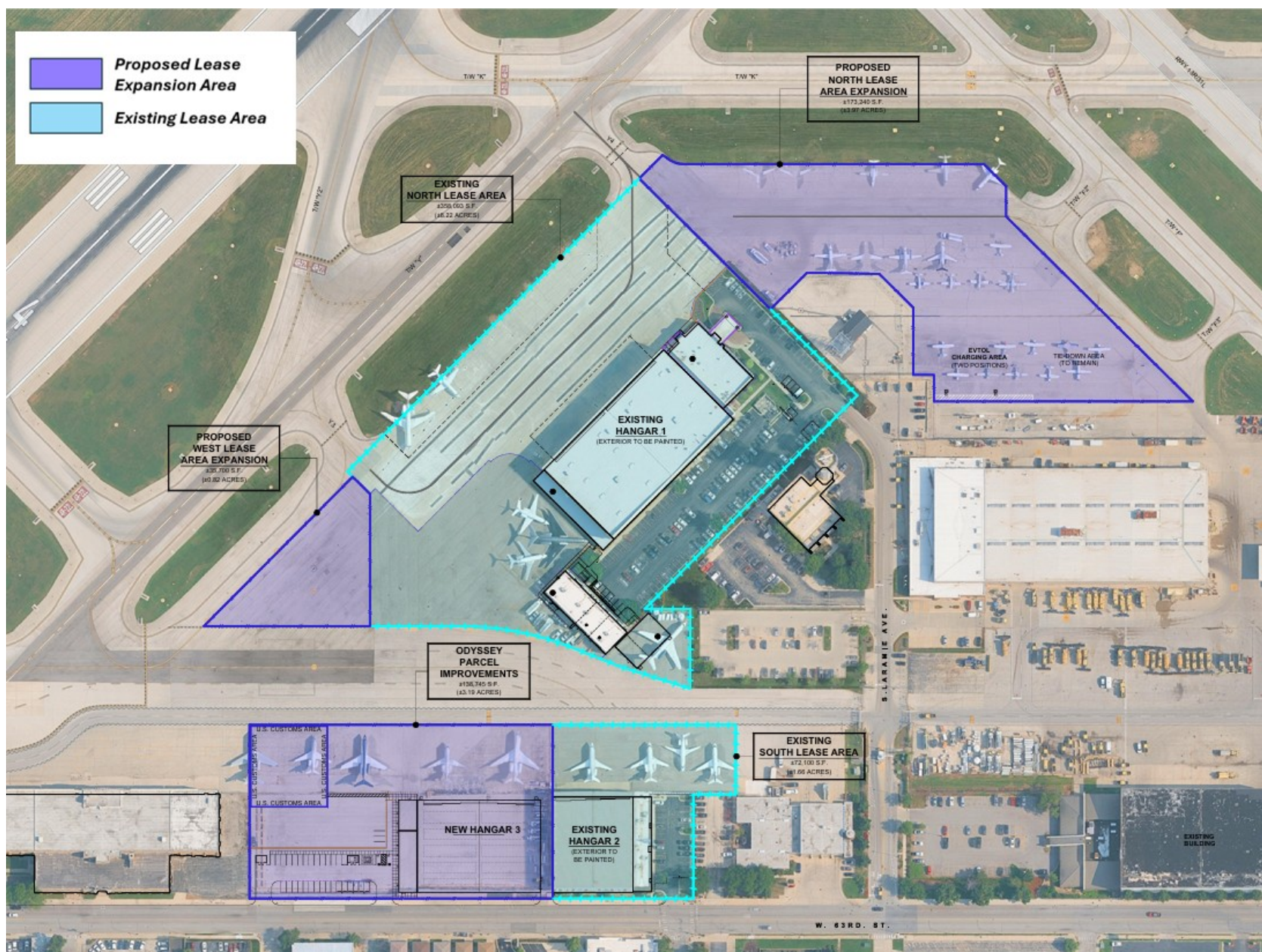
Capital Commitment for “Improvements” and “Odyssey Parcel Improvements”: Approx \$60,000,000

“Improvements”

- Installation of New Concrete Ramp
- Refurbishment of Existing Asphalt Ramp (Light GA Ramp)
- FBO Terminal Remodel
- VVIP & Charter Terminal Remodel
- New Ground Support Equipment (GSE) Facility (+/- 5,340 SF including mezzanine)
- Atlantic Workshop Facility Improvements
- Existing Tenant Facility Renovation
- eVTOL Charger Installation

“Odyssey Parcel Improvements”

- New Hangar & Office Facility (est. to be +/- 30k SF hangar & +/-3k SF office)
 - New Customs & Border Protection (CBP) Facility (+/- 1,500 SF)
 - Installation of New Concrete Ramp
-



“Improvements Schedule”

MDW High Level Schedule

"Improvements"

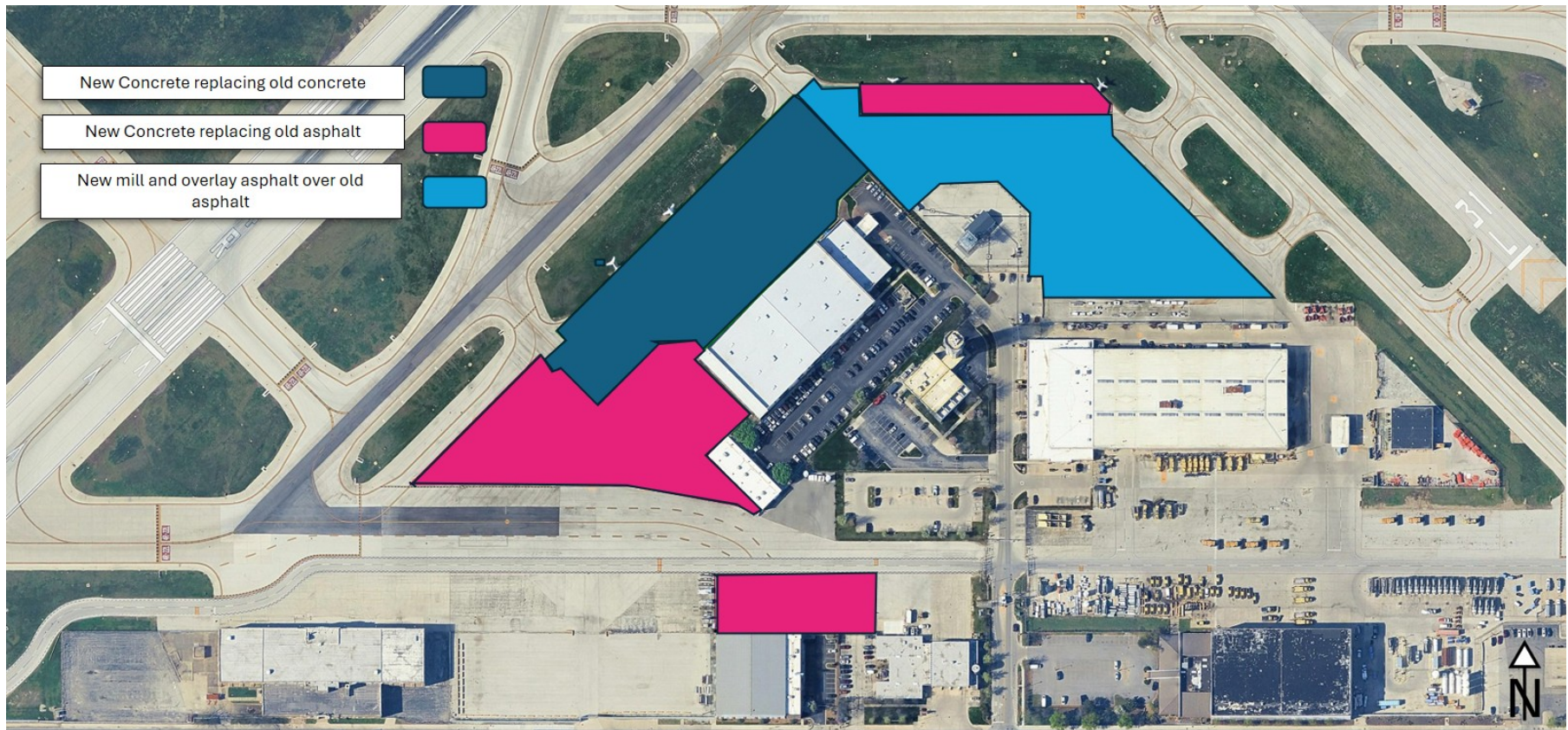
Activity

Existing Facilities Schedule	Month Start	Duration (months)	Month:																							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Ramp Design, Survey, Geotech	1	6																								
Permitting	6	2																								
Ramp Renovations*	8	8																								
Terminal & Building Improvements (TBR): FBO, VVIP, Charter, & Other Design	1	4																								
TBR Permit	4	3																								
TBR Renovations	7	6																								
Hangar 2 Exterior Renovations	5	3																								
GSE & EvTOL Design	1	4																								
GSE & EvTOL Permitting	5	4																								
GSE & EvTOL Construction/Installation*	9	8																								
Total Duration:		16																								

Ramp Renovations: Tie-down ramp (asphalt mill/overlay), new hardstands (concrete at tie-down ramp), existing terminal ramp (concrete); Hangar 2 ramp (concrete)

* winter conditions not factored into the schedule and could cause delays depending on weather impacts

Ramp Plan for “Improvements”



Other Site Location for “Improvements”



“Odyssey Parcel Improvements Schedule”

MDW High Level Schedule

"Odyssey Parcel Improvements"

Activity	Month	Duration	Month:																																					
Odyssey Parcel	Start	(months)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36		
CATEX	1	3																																						
FAA 7460	1	3																																						
Design, Survey, Geotech	1	6																																						
Bidding	6	2																																						
Permitting	7	6																																						
Ramp Renovations*	13	8																																						
Hangars 3 & CBP Construction*	21	18																																						

Total Duration: 36

Ramp Renovations: Concrete ramp area at new hangar 3

* winter conditions not factored into the schedule and could cause delays depending on weather impacts

Note: The Odyssey Parcel Improvements are subject to CDA release and approval

Ramp Plan for “Odyssey Parcel Improvements”



Other Site Location for “Odyssey Parcel Improvements”



EXHIBIT F — STRUCTURAL CONTROLS