

CHICAGO EXECUTIVE AIRPORT LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 26-018

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED: Resolution 26-018 – A Resolution Authorizing the Payment of Claims

SUBMITTED BY: Jeffrey J. Miller A.A.E., ACE, Executive Director

BASIC DESCRIPTION OF ITEM¹: Check Register (The expenditures contained within are provided for in the current Airport Budget)

BUDGET²: N/A

BIDDING³:

EXHIBIT(S) ATTACHED: Check Register

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: Jeffrey J. Miller A.A.E., ACE, Executive Director

¹ The purpose of the proposed item and a description of same. If the issue is site specific a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether any particular city, state or federal program was considered

RESOLUTION NO. 26-018

A RESOLUTION AUTHORIZING THE PAYMENT OF CLAIMS

WHEREAS the Chicago Executive Airport Board of Directors is empowered by the Intergovernmental Agreement between the City of Prospect Heights and the Village of Wheeling to authorize agreements, purchases, expenditures, and contracts for items previously approved in the annual budget; and,

WHEREAS in the operation of the Chicago Executive Airport the Board of Directors has incurred certain obligations for payment of debts legally incurred in accordance with the adopted budget; and,

WHEREAS it is in the best interests of the Board of Directors to meet those obligations in a timely manner,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CHICAGO EXECUTIVE AIRPORT, that expenditures in the amount of \$352,666.26 on the attached Check Register dated August 7, 2026, are hereby approved.

Director _____ moved, seconded by Director _____ that Resolution No. 26-018 be adopted.

Director Berman _____

Director Dolick _____

Director Hellyer _____

Director Lang _____

Director Kearns _____

Director Saewert _____

ADOPTED this 12th day of August 2026, by the Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1615	650	08/2026	8/12/2026	A-1 Suburban Lock & Key, Inc. (v0000006)	b22c	64480-150 Supplies - Shop Supplies	21.00	45430	(2) Sectional Keyway/(2) Standard 5-pin key
A-1 Suburban Lock & Key, Inc. (v0000006) Total							21.00		
K-1589	649	08/2026	8/12/2026	American Welding & Gas Inc (v0000019)	b22c	64330-250 Materials - Propane	81.84	2026081201	Propane Supplies
K-1589	649	08/2026	8/12/2026	American Welding & Gas Inc (v0000019)	b22c	64330-300 Materials - Welding	98.53	2026081201	Welding Supplies
American Welding & Gas Inc (v0000019) Total							180.37		
K-1580	642	08/2026	8/3/2026	AT&T (v0000292)	uscs	56550-030 Customs - Telecomm	467.23	2026080310	Customs Phones 7/7-8/6/2026
K-1583	645	08/2026	8/6/2026	AT&T (v0000292)	uscs	56550-030 Customs - Telecomm	591.31	2026080604	Customs Fiber 6/11-7/10/2026
AT&T (v0000292) Total							1,058.54		
K-1590	649	08/2026	8/12/2026	Berman, Steve (v0000037)	b22b	50400-050 Board Stipends*	250.00	2026081226	Board Stipend July 2026
Berman, Steve (v0000037) Total							250.00		
K-1591	649	08/2026	8/12/2026	Blu Petroleum (v0000040)	b22c	62540-220 Other-Fuel Tank Inspection*	315.00	2026081202	Fuel Cloud August 2026
Blu Petroleum (v0000040) Total							315.00		
K-1592	649	08/2026	8/12/2026	C&S Engineers, Inc. (v0000048)	b22	91800-020 RSIP Admin Expense	2,688.00	2026081203	LOA#3 32 July 2026
K-1592	649	08/2026	8/12/2026	C&S Engineers, Inc. (v0000048)	b22	91800-020 RSIP Admin Expense	12,276.00	2026081203	LOA#4 18 July 2026
K-1592	649	08/2026	8/12/2026	C&S Engineers, Inc. (v0000048)	b22	91800-020 RSIP Admin Expense	23,822.63	2026081203	LOA#5 11 July 2026
C&S Engineers, Inc. (v0000048) Total							38,786.63		
K-1584	645	08/2026	8/6/2026	Canvas Venue (v0000333)	b22b	50700-100 Airport Appreciation Functions	4,000.00	2026080603	Holiday Party - Deposit 2
Canvas Venue (v0000333) Total							4,000.00		
K-1585	646	08/2026	8/7/2026	ComEd (v0000065)	b206	52150-020 Utilities - Electricity	361.05	2026080702	206 IND 6/23-7/23/2026
K-1577	640	07/2026	7/30/2026	ComEd (v0000065)	uscs	52150-020 Utilities - Electricity	550.93	2026073002	Customs 6/15-7/15/2026
K-1578	641	07/2026	7/30/2026	ComEd (v0000065)	h13	52150-020 Utilities - Electricity	44.00	2026073003	H13 6/15-7/15/2026
K-1586	646	08/2026	8/7/2026	ComEd (v0000065)	h05	52150-020 Utilities - Electricity	633.07	2026080703	H5 6/23-7/23/2026
K-1586	646	08/2026	8/7/2026	ComEd (v0000065)	h06	52150-020 Utilities - Electricity	633.06	2026080703	H6 6/23-7/23/2026
K-1587	647	08/2026	8/10/2026	ComEd (v0000065)	h07	52150-020 Utilities - Electricity	281.05	2026081001	H7 6/23-7/23/2026
K-1588	648	08/2026	8/7/2026	ComEd (v0000065)	b22	52150-020 Utilities - Electricity	64.08	2026080701	Viewing 6/23-7/23/2026
ComEd (v0000065) Total							2,567.24		
K-1562	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	b22	52150-020 Utilities - Electricity	4.44	2026072707	Gate 31 4/23-5/22/2026
K-1562	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h50	52150-020 Utilities - Electricity	47.65	2026072707	h50 4/23-5/22/2026
K-1562	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h51	52150-020 Utilities - Electricity	103.45	2026072707	h51 4/23-5/22/2026
K-1563	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h52	52150-020 Utilities - Electricity	130.93	2026072712	h52 4/23-5/22/2026
K-1564	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h53	52150-020 Utilities - Electricity	89.04	2026072706	H53 4/23-5/22/2026
K-1558	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h54	52150-020 Utilities - Electricity	121.70	2026072711	H54 4/23-5/22/2026
K-1560	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h55	52150-020 Utilities - Electricity	110.33	2026072710	H55 4/23-5/22/2026
K-1561	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h56	52150-020 Utilities - Electricity	133.51	2026072708	H56 4/23-5/22/2026
K-1559	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h57	52150-020 Utilities - Electricity	67.47	2026072709	H57 4/23-5/22/2026
K-1562	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	h07	52150-020 Utilities - Electricity	3.23	2026072707	h7 4/23-5/22/2026
K-1562	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	b22	52150-020 Utilities - Electricity	25.49	2026072707	REIL 4/23-5/22/2026
K-1562	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	b22c	52150-020 Utilities - Electricity	203.62	2026072707	Shop 4/23-5/22/2026
K-1562	632	07/2026	7/27/2026	Constellation Energy Services (v0000067)	vault	52150-020 Utilities - Electricity	1,120.40	2026072707	Vault 4/23-5/22/2026
Constellation Energy Services (v0000067) Total							2,161.26		
K-1593	649	08/2026	8/12/2026	Crawford, Murphy & Tilly, Inc. (v0000071)	b22	56200-050 Lease Development	5,442.50	2026081204	General lease development
K-1593	649	08/2026	8/12/2026	Crawford, Murphy & Tilly, Inc. (v0000071)	b22	56200-050 Lease Development	4,755.00	2026081204	Stromwater Evaluation 4/1-4/30/2026
K-1593	649	08/2026	8/12/2026	Crawford, Murphy & Tilly, Inc. (v0000071)	b22	56200-050 Lease Development	10,682.50	2026081204	ALP Authority Review and NEPA 4/1-4/30/2026
K-1593	649	08/2026	8/12/2026	Crawford, Murphy & Tilly, Inc. (v0000071)	b22	56200-050 Lease Development	630.00	2026081204	Sky Harbour 4/1-4/30/2026

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1593	649	08/2026	8/12/2026	Crawford, Murphy & Tilly, Inc. (v0000071)	b22	52180-100 Engineering - General Services	5,895.00	2026081204	CEA-2026-03 Pavement Markings 3/1-3/31/2026
K-1593	649	08/2026	8/12/2026	Crawford, Murphy & Tilly, Inc. (v0000071)	b22	52180-100 Engineering - General Services	11,491.98	2026081204	Airport Pavement Repairs June 2026
K-1593	649	08/2026	8/12/2026	Crawford, Murphy & Tilly, Inc. (v0000071)	b22	52180-100 Engineering - General Services	28,808.63	2026081204	General Engineering 6/1-6/30/2026
Crawford, Murphy & Tilly, Inc. (v0000071) Total							67,705.61		
K-1631	650	08/2026	8/12/2026	Crystal Maintenance Plus Corp (v0000287)	uscs	56550-140 US Customs Facility - Janitorial	519.08	45446	Supplies July/August monthly 2026
K-1631	650	08/2026	8/12/2026	Crystal Maintenance Plus Corp (v0000287)	b22b	52480-100 Office - Janitorial	756.55	45446	Supplies July/August monthly 2026
K-1631	650	08/2026	8/12/2026	Crystal Maintenance Plus Corp (v0000287)	b204	52480-110 RSIP Office - Janitorial	512.73	45446	Supplies July/August monthly 2026
K-1631	650	08/2026	8/12/2026	Crystal Maintenance Plus Corp (v0000287)	h05	52480-120 H5-H6 - Janitorial	393.64	45446	Supplies July/August monthly 2026
Crystal Maintenance Plus Corp (v0000287) Total							2,182.00		
K-1634	650	08/2026	8/12/2026	DC-3 Society (v0000342)	b22b	54255-100 PR-100 Year	8,500.00	45449	Hairless Joe Static and Flying Displays
DC-3 Society (v0000342) Total							8,500.00		
K-1594	649	08/2026	8/12/2026	Dolick, Matthew Jerome (v0000079)	b22b	50400-050 Board Stipends*	250.00	2026081223	Board Stipend July 2026
Dolick, Matthew Jerome (v0000079) Total							250.00		
K-1613	649	08/2026	8/12/2026	Dunne, James J (v0000313)	b22b	50400-050 Board Stipends*	400.00	2026081220	Board Stipend July 2026
Dunne, James J (v0000313) Total							400.00		
K-1616	650	08/2026	8/12/2026	First Choice Coffee Svc (v0000097)	b22b	52150-030 Utilities - Water	47.20	45431	Water Cooler August 2026
K-1616	650	08/2026	8/12/2026	First Choice Coffee Svc (v0000097)	b22b	54060-150 Airport Meetings	315.60	45431	Coffee/Creamer/Supplies
First Choice Coffee Svc (v0000097) Total							362.80		
K-1617	650	08/2026	8/12/2026	Fox Valley Fire & Safety (v0000104)	h52	62090-070 NE T-Hangar Repairs - Supplies	1,417.67	45432	H52 Backflow Repair
Fox Valley Fire & Safety (v0000104) Total							1,417.67		
K-1595	649	08/2026	8/12/2026	Gatekeeper Systems, Inc (v0000110)	b22c	64420-050 Software - Ops-Maint	5,502.00	2026081205	APP 139 Annual Software Subsc 6/1-5/31/2027
Gatekeeper Systems, Inc (v0000110) Total							5,502.00		
K-1635	650	08/2026	8/12/2026	Gene's Village Towing (v0000343)	b22c	64510-210 AP 21 2013 New Holland Tractor	200.00	45450	AP 21 Tow
Gene's Village Towing (v0000343) Total							200.00		
K-1596	649	08/2026	8/12/2026	Hellyer, Bill (v0000123)	b22b	50400-050 Board Stipends*	250.00	2026081225	Board Stipend July 2026
Hellyer, Bill (v0000123) Total							250.00		
K-1632	650	08/2026	8/12/2026	IAS Branding (v0000294)	b22b	54255-220 PR-Clothing	1,650.00	45447	(50) Dri-FIT Caps
IAS Branding (v0000294) Total							1,650.00		
K-1565	632	07/2026	7/27/2026	Illinois American Water (v0000133)	uscs	52150-030 Utilities - Water	108.67	2026072704	Customs/Fire H2O 5/30-6/30/2026
K-1566	632	07/2026	7/27/2026	Illinois American Water (v0000133)	h50	52150-030 Utilities - Water	33.05	2026072702	H50 Water 5/30-6/30/2026
K-1566	632	07/2026	7/27/2026	Illinois American Water (v0000133)	h51	52150-030 Utilities - Water	33.05	2026072702	H51 Water 5/30-6/30/2026
K-1567	632	07/2026	7/27/2026	Illinois American Water (v0000133)	h51	52150-030 Utilities - Water	76.36	2026072703	H51 Water 7/1-7/31/2026
K-1567	632	07/2026	7/27/2026	Illinois American Water (v0000133)	h50	52150-030 Utilities - Water	76.36	2026072703	H50 Water 7/1-7/31/2026
K-1568	632	07/2026	7/27/2026	Illinois American Water (v0000133)	uscs	52150-030 Utilities - Water	54.92	2026072705	Customs/Fire H2O July 2026
Illinois American Water (v0000133) Total							382.41		
K-1597	649	08/2026	8/12/2026	Imperial Surveillance (v0000139)	b22c	62540-280 Security Cameras - Monthly Fee	33.79	2026081206	LTE SIM 7/10-8/9/2026
K-1597	649	08/2026	8/12/2026	Imperial Surveillance (v0000139)	b22c	62540-280 Security Cameras - Monthly Fee	1,964.20	2026081206	Cameras 8/7-9/6/2026
K-1597	649	08/2026	8/12/2026	Imperial Surveillance (v0000139)	b22c	62540-290 Security Access Control - Monthly Fee	485.27	2026081206	Access 8/6-9/5/2026
K-1597	649	08/2026	8/12/2026	Imperial Surveillance (v0000139)	b22c	72100-020 Security Improvements	1,442.00	2026081206	Replace 2016 cameras East Parking Lot & West Yard of 1020
Imperial Surveillance (v0000139) Total							3,925.26		

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1610	649	08/2026	8/12/2026	Integrated Systems Associates, Inc. (v0000; b22b	52540-200 Consultants-Special Projects		2,000.00	2026081207	Yardi Consultant - Audit/Reconciliations
					Integrated Systems Associates, Inc. (v0000284) Total		2,000.00		
K-1598	649	08/2026	8/12/2026	Johnson Controls Security Solu (v0000147) b22b	52720-200 Fire Alarm - Office & Shop		1,364.98	2026081209	Office 8/1-10/31/2026
					Johnson Controls Security Solu (v0000147) Total		1,364.98		
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54450-400 Subscriptions & Books - Other	82.99	2026072902	AW-(GOOGLE*YOUTUBE TV) 06-21-2026 Youtube TV Subscription
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	60800-080 Training - Local	650.00	2026072902	AW-(SQ *VILLAGE OF WHEELING) 06-16-2026 BI annual CPR training
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	60900-030 Uniforms - Safety Equipment	61.71	2026072902	AW-(AMAZON MKTPL) 06-18-2026 Sunscreen & Bug Spray
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	60900-050 Uniforms - Full-Time	69.96	2026072902	AW-(AMAZON MKTPL) 06-16-2026 Radio- chest harness
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	h05	62090-060 H5/H6 Repair - Supplies	28.49	2026072902	AW-(AMAZON MKTPL) 06-16-2026 H5 Leak diverter drain tarp
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	h52	62090-070 NE T-Hangar Repairs - Supplies	909.04	2026072902	AW-(AMAZON MKTPL) 06-02-2026 New Pilots lounge chairs
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	h52	62090-070 NE T-Hangar Repairs - Supplies	302.38	2026072902	AW-(AMAZON.COM*VW12L7BD3) 06-01-2026 Pilots lounge table
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	62330-050 Landscaping - Growth Inhibitr*	21.23	2026072902	AW-(AMAZON MKTPL) 06-24-2026 Stump Root Killer
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	62540-280 Security Cameras - Monthly Fee	15.00	2026072902	AW-(UBIQUITI INC.) 06-01-2026 Backup internet access-cameras
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	62720-100 Telephone Expense	45.31	2026072902	AW-(GRASSHOPPER GROUP LLC) 06-25-2026 Phone Subscription
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64210-050 Landscaping - Supplies*	108.00	2026072902	AW-(THE MULCH CENTER) 06-22-2026 Red Mulch (3)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64270-100 Other expenses	56.12	2026072902	AW-(AMAZON MKTPL) 06-24-2026 Electrolyte Freezer pops (Restock)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	534.64	2026072902	AW-(AMAZON MKTPL) 06-09-2026 Signage Reflective "No Entry" sign (1)-Post with base (3)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	423.07	2026072902	AW-(AMAZON MKTPL) 06-18-2026 Signage Reflective "No Entry" Sign (2)-Post with base
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	-840.00	2026072902	AW-(DISPUTE CREDIT) 06-09-2026 Allison Enterprise LLC - (Runway Closure Markers) - Dispute
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	149.96	2026072902	AW-(SMARTSIGN) 06-11-2026 Signage Reflective Aluminum (2) "Reserved for Airport Employees"
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	76.86	2026072902	AW-(SMARTSIGN) 06-15-2026 Signage Reflective Aluminum (2) Gate 25 & 27
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	-6.99	2026072902	AW-(SMARTSIGN) 06-16-2026 Refund of sales tax
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	250.74	2026072902	AW-(SMARTSIGN) 06-19-2026 Signage Reflective Aluminum Signage (2)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64390-050 Signage - Supplies	-22.80	2026072902	AW-(SMARTSIGN) 06-22-2026 Signage Smart Sign - refund for taxes charged
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64420-050 Software - Ops-Maint	15.00	2026072902	AW-(CANVA* I04924-74433992) 06-26-2026 Canva Subscription
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64420-050 Software - Ops-Maint	70.00	2026072902	AW-(MONDAY.COM) 06-12-2026 Project Organization Subscription June 2026
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64420-050 Software - Ops-Maint	58.34	2026072902	AW-(MONDAY.COM) 06-17-2026 Project Organization Subscription - prorated July 2026
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-150 Supplies - Shop Supplies	48.73	2026072902	AW-(AMAZON MKTPL) 06-16-2026 All weather label cartridge
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-200 Supplies - Visual Aids	724.90	2026072902	AW-(TRANSPORTATION SUPPLY) 06-06-2026 Runway Closure Markers
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	72100-020 Security Improvements	13,037.36	2026072902	AW-(4TE*IMPERIAL SURVEILLANCE) 06-06-2026 Deposit Camera install front entrance monument
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	72100-020 Security Improvements	1,442.00	2026072902	AW-(4TE*IMPERIAL SURVEILLANCE) 06-18-2026 (Deposit) Replace 2016 cameras East Parking Lot & West Yard of 1020
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	6.64	2026072902	CE-(COSTCO WHSE #0779) 06-10-2026 Business lunch

Check Register

Date = 07/23/2026 - 08/12/2026

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K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	121.01	2026072902	CE-(HILTON CHICAGO NORTHBROOK) 06-26-2026 Business Dinner - CR-LL-Alex NBAA
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54060-150 Airport Meetings	216.45	2026072902	CE-(COSTCO WHSE #0779) 06-10-2026 Soda-drink restock
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54060-150 Airport Meetings	410.16	2026072902	CE-(EZCATER*LOU MALNATIS P) 06-18-2026 June BOD Catering
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-050 PR-Promo Materials	905.87	2026072902	CE-(4IMPRINT INC) 06-16-2026 VIP Chairs- General Promo
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	430.00	2026072902	CE-(AMER ASSOC OF AIRPORT) 06-15-2026 GA Conference Registration - PR Firm
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	-430.00	2026072902	CE-(AMER ASSOC OF AIRPORT) 06-23-2026 GA Conference Refund - AW
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	272.52	2026072902	CE-(ENTERPRISE RENT-A-CAR) 06-28-2026 100 Yr C47 Car Rental
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	272.52	2026072902	CE-(ENTERPRISE RENT-A-CAR) 06-29-2026 100 Yr C47 Car Rental
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	42.18	2026072902	CE-(HILTON HOTELS) 06-28-2026 100 Yr C47 staff breakfast
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	327.66	2026072902	CE-(HILTON HOTELS) 06-28-2026 100 Yr C47 Staff Hotel - GS
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	327.66	2026072902	CE-(HILTON HOTELS) 06-28-2026 100 Yr C47 Staff Hotel - JC
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	327.66	2026072902	CE-(HILTON HOTELS) 06-28-2026 100 Yr C47 Staff Hotel - RL
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	327.66	2026072902	CE-(HILTON HOTELS) 06-28-2026 100 Yr C47 Staff Hotel - TP
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	369.84	2026072902	CE-(HILTON HOTELS) 06-28-2026 100 Yr C47 Staff Hotel - TW
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	292.04	2026072902	CE-(HILTON HOTELS) 06-28-2026 5k staff hotel - CR & LL
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-100 PR-100 Year	7,848.47	2026072902	CE-(SQ *THE 40-YEAR FLIGHT: A) 06-10-2026 100 Year - Promo Book by M. Gallagher
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	17.87	2026072902	CE-(AMAZON MKTPL) 06-03-2026 5k Extension Cable
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	44.72	2026072902	CE-(AMAZON MKTPL) 06-10-2026 5k Avery Laser Labels (bibs)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	59.98	2026072902	CE-(AMAZON MKTPL) 06-15-2026 5k Entrance Feather flag
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	32.98	2026072902	CE-(AMAZON MKTPL) 06-18-2026 5k Feather flag
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	71.05	2026072902	CE-(AMAZON.COM*TB4723X53) 06-24-2026 5k Radio Flyer Stingray Pro Ride On Gift Baset
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	183.80	2026072902	CE-(COSTCO WHSE #0779) 06-10-2026 5k Snacks-drinks for Employees
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	656.43	2026072902	CE-(COSTCO WHSE #0779) 06-23-2026 5k Canopys(2)- 6' Tables (3)-water candy restock
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	15.00	2026072902	CE-(DRI*SIGNS) 06-05-2026 5k Design charge for mile marker feather flag
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	156.45	2026072902	CE-(DRI*SIGNS) 06-08-2026 5k Aluminum Signs (3)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	30.00	2026072902	CE-(DRI*SIGNS) 06-09-2026 5K Design charge for mile marker feather flag
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	479.65	2026072902	CE-(DRI*SIGNS) 06-10-2026 5k Mile marker feather flags (design charges credited)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	458.70	2026072902	CE-(DRI*SIGNS) 06-13-2026 5k Thank You Flyers and Banner
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	519.39	2026072902	CE-(DRI*SIGNS) 06-19-2026 5k Thank You Flyers and Banner - reorder-issues
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	149.64	2026072902	CE-(DRI*SIGNS) 06-20-2026 5k Banner
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	-92.00	2026072902	CE-(DRI*SIGNS) 06-26-2026 5k Sign Refund
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	-246.90	2026072902	CE-(DRI*SIGNS) 06-26-2026 5k Sign Refund Thank You Cards

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	653.10	2026072902	CE-(EZCATER*CHICKFLA) 06-28-2026 5k Staff Dinner
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	2.00	2026072902	CE-(FACEBK *KEJ8HQHL82) 06-15-2026 5k Facebook Ads
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	30.00	2026072902	CE-(FACEBK *LNRV8RVL82) 06-15-2026 5k Facebook Ads
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	2.00	2026072902	CE-(FACEBK *Z7HVBQHL82) 06-13-2026 5k Facebook Ads
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	2.00	2026072902	CE-(FACEBK *ZZGUJQ9M82) 06-14-2026 5k Facebook Ads
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.50	2026072902	CE-(PIRATE SHIP) 06-19-2026 5k Shipping - AW
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.50	2026072902	CE-(PIRATE SHIP) 06-19-2026 5k Shipping - CW
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.50	2026072902	CE-(PIRATE SHIP) 06-19-2026 5k Shipping - CW
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.50	2026072902	CE-(PIRATE SHIP) 06-19-2026 5k Shipping - EL
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	9.32	2026072902	CE-(PIRATE SHIP) 06-19-2026 5k Shipping - JJ
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.50	2026072902	CE-(PIRATE SHIP) 06-19-2026 5k Shipping - JP
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.50	2026072902	CE-(PIRATE SHIP) 06-19-2026 5k Shipping - SP
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.83	2026072902	CE-(PIRATE SHIP) 06-23-2026 5k Shipping - EB
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	6.40	2026072902	CE-(PIRATE SHIP) 06-24-2026 5k Shipping - DS
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	57.88	2026072902	CE-(QDOBA 2803 OLO) 06-04-2026 5k Working Lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	266.75	2026072902	CE-(SAMSClub #6464) 06-19-2026 5k Water Jugs
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	233.72	2026072902	CE-(SQ *EASY BREEZY BASH CO) 06-04-2026 5k Lighted Signs
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	379.50	2026072902	CE-(SQ *RAMMY'S SUB CONTRACTO) 06-15-2026 5k Staff lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	437.77	2026072902	CE-(SQ *RAMMY'S SUB CONTRACTO) 06-16-2026 5k Working lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	1,369.50	2026072902	CE-(SQ *VALET PARKING 1991 LL) 06-08-2026 5k Parking Attendants Vendor
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	548.20	2026072902	CE-(TST*RISE N DINE WHEELING) 06-13-2026 5k Staff Breakfast
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	61.59	2026072902	CE-(UBER *EATS) 06-27-2026 5k Working Lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	49.99	2026072902	CE-(USPS PO 1684240090) 06-24-2026 5k Virtual Runners Shipping
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	12.43	2026072902	CE-(WAL-MART #1735) 06-16-2026 5k Gift Baskets
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	46.68	2026072902	CE-(WALMART.COM 8009256278) 06-19-2026 5k Lego Kit-Go Trax Scooter for Gift Basket
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	168.98	2026072902	CE-(WALMART.COM 8009256278) 06-22-2026 5k Lego 3 in 1 Aircraft Race Plane-Foldable Electric Scooter
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	-55.99	2026072902	CE-(WALMART.COM) 06-23-2026 5k Radio Flyer Scooter for Gift Basket - Returned
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	55.99	2026072902	CE-(WALMART.COM) 06-23-2026 5k Radio Flyer Scooter for Gift Basket (Returned)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	-26.96	2026072902	CE-(WWW COSTCO COM) 06-23-2026 5k Tax Refund
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-600 NBAA Dispatchers Conf (Exhibit)	4,075.00	2026072902	CE-(WWW.NBAA.ORG) 06-15-2026 2027 S&D NBAA Booth
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54450-400 Subscriptions & Books - Other	41.00	2026072902	CE-(VMO*VIMEO.COM) 06-19-2026 Subscption - post videos
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	69.92	2026072902	JG-(JIMMY JOHNS 483 - WH) 06-19-2026 Admin staff working lunch-engineering interviews

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52540-050 Other Services - Web Maint.	330.65	2026072902	JG-(COMCAST - XFINITY) 06-23-2026 Office-Shop internet
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	h11	52540-060 Other Services - Hangar 11 Internet	290.70	2026072902	JG-(COMCAST - XFINITY) 06-10-2026 H11 internet for cameras
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52720-050 Telephone - Cellular	0.99	2026072902	JG-(APPLE.COM-BILL) 06-24-2026 Additional iPhone storage
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52720-100 Telephone - Local	10.00	2026072902	JG-(HUMBLEFAX) 06-06-2026 Fax Line
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b204	52720-110 206 Phone - Internet	332.05	2026072902	JG-(COMCAST - XFINITY) 06-02-2026 RSIP-phones-internet
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54480-150 Supplies - Office	27.53	2026072902	JG-(AMAZON MKTPL) 06-11-2026 USB-A USB-C dual flash drive
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54480-150 Supplies - Office	52.19	2026072902	JG-(AMAZON.COM*QX3L56J73) 06-02-2026 packing tape-bankers boxes
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-050 Conference Registration	20.00	2026072902	JM-(ZEFFY* PWK PILOTS) 06-05-2026 CEPA Event
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	29.58	2026072902	JM-(CHIPOTLE 2298) 06-15-2026 Business lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	22.82	2026072902	JM-(COSTCO WHSE #0779) 05-29-2026 Team Lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	45.17	2026072902	JM-(SQ *RAMMY'S SUB CONTRACTO) 06-03-2026 Business Lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	62.27	2026072902	JM-(SUPERDAWG DRIVE IN WHE) 06-09-2026 Team Lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52120-250 Meetings & Business Lunches	116.70	2026072902	JM-(TST*SPEARS BOURBON BURGE) 06-02-2026 Business Lunch
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52450-050 Membership Dues-Admin	10.83	2026072902	KM-(COSTCO WHSE #0779) 05-29-2026 Membership dues
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52450-050 Membership Dues-Admin	260.00	2026072902	KM-(COSTCO WHSE #0779) 05-29-2026 Membership dues
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52450-050 Membership Dues-Admin	65.00	2026072902	KM-(COSTCO WHSE #0779) 06-01-2026 Membership dues
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	52600-150 Mailing & Delivery - Postage	390.00	2026072902	KM-(USPS PO 1684240090) 06-23-2026 Stamps
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54060-150 Airport Meetings	177.29	2026072902	KM-(COSTCO WHSE #0779) 06-01-2026 Soda-Snack restock
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54255-200 PR-5k Run the Runway & Night Event	94.97	2026072902	KM-(WM SUPERCENTER #1681) 06-25-2026 5K Water
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54480-150 Supplies - Office	44.69	2026072902	KM-(AMAZON MKTPL) 06-05-2026 Canon Toner Cartridge
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54480-150 Supplies - Office	8.79	2026072902	KM-(AMAZON MKTPL) 06-05-2026 USB C to USB Adamptrs
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22b	54480-150 Supplies - Office	30.22	2026072902	KM-(AMAZON.COM*SV9YY6NN3) 06-26-2026 Office supplies (Folders-AP)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-150 Supplies - Shop Supplies	86.87	2026072902	KM-(AMAZON.COM*JU2I29G83) 06-26-2026 AA & AAA Batteries (Maintenance)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	62330-050 Landscaping - Growth Inhibitr*	120.76	2026072902	NM-(THE HOME DEPOT #1913) 06-04-2026 Gloves-Respirator - removing weeds
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64210-050 Landscaping - Supplies*	49.94	2026072902	NM-(THE HOME DEPOT 1913) 06-23-2026 Weed Wacker trim line
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64210-050 Landscaping - Supplies*	72.00	2026072902	NM-(THE MULCH CENTER) 06-18-2026 Red Mulch (2)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64210-050 Landscaping - Supplies*	72.00	2026072902	NM-(THE MULCH CENTER) 06-18-2026 Red Mulch (2)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64210-050 Landscaping - Supplies*	108.00	2026072902	NM-(THE MULCH CENTER) 06-19-2026 Red Mulch (3)
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-150 Supplies - Shop Supplies	250.24	2026072902	NM-(THE HOME DEPOT #1913) 06-04-2026 Spray Paint-tape measure-Contractor bag-Seal Liquid
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	60900-030 Uniforms - Safety Equipment	86.98	2026072902	PR-(AMAZON MKTPL) 06-12-2026 Travel Kit - Portable Airway Suction Device
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	60900-030 Uniforms - Safety Equipment	30.69	2026072902	PR-(AMAZON.COM*H65X24HI3) 06-19-2026 First aid supplies
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-150 Supplies - Shop Supplies	633.00	2026072902	PR-(4TE*IMPERIAL SURVEILLANCE) 06-16-2026 Airport ID Graphic Cards (100)

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-150 Supplies - Shop Supplies	129.99	2026072902	PR-(AMAZON MKTPL) 06-15-2026 UPS Batery Pack
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-150 Supplies - Shop Supplies	45.46	2026072902	PR-(AMAZON MKTPL) 06-23-2026 Radio equipment
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-160 Supplies - Paint Supplies	211.91	2026072902	PR-(MENARDS MOUNT PROSPECT IL) 05-30-2026 Paint-Supplies
K-1576	639	07/2026	7/29/2026	JP Morgan Chase Bank (v0000148)	b22c	64480-160 Supplies - Paint Supplies	21.90	2026072902	PR-(MUTUAL ACE HARDWARE-BUFF) 06-13-2026 Paint Supplies - brushes-rollers
						JP Morgan Chase Bank (v0000148) Total	45,801.92		
K-1599	649	08/2026	8/12/2026	Kearns, William J (v0000150)	b22b	50400-050 Board Stipends*	250.00	2026081221	Board Stipend July 2026
						Kearns, William J (v0000150) Total	250.00		
K-1581	643	08/2026	8/4/2026	Konica Minolta Bus. Sol. (v0000155)	b22b	52210-250 Maintenance Photocopier	332.34	2026080402	Copier Monthly Maint July 2026
						Konica Minolta Bus. Sol. (v0000155) Total	332.34		
K-1600	649	08/2026	8/12/2026	Lang, Ray (v0000157)	b22b	50400-050 Board Stipends*	250.00	2026081222	Board Stipend July 2026
						Lang, Ray (v0000157) Total	250.00		
K-1618	650	08/2026	8/12/2026	Logsdon Office Supply (v0000163)	b22b	54480-150 Supplies - Office	115.78	45433	LL Admin Asst Name Plate
						Logsdon Office Supply (v0000163) Total	115.78		
K-1619	650	08/2026	8/12/2026	Milieu Design LLC (v0000183)	b22c	62330-110 Perimeter Landscaping Serv*	2,120.00	45434	Mowing 7/1-7/31/2026
K-1619	650	08/2026	8/12/2026	Milieu Design LLC (v0000183)	b22c	62330-110 Perimeter Landscaping Serv*	1,424.37	45434	July 2026 Monument sign Service
						Milieu Design LLC (v0000183) Total	3,544.37		
K-1620	650	08/2026	8/12/2026	Mission Square Retirement (v0000186)	b22b	50600-150 ICMA Fees*	250.00	45435	Annual Plan Qrtly 7/1-9/30/2026
						Mission Square Retirement (v0000186) Total	250.00		
K-1621	650	08/2026	8/12/2026	NAPA Auto Parts (v0000190)	b22b	54510-070 AP 38 2017 Ford Transit Van	142.51	45436	AP 38 Van Battery replacement
K-1621	650	08/2026	8/12/2026	NAPA Auto Parts (v0000190)	b22c	64510-080 AP 08 2022 Ford F-250XL	295.84	45436	AP 8 Battery Replacement
K-1621	650	08/2026	8/12/2026	NAPA Auto Parts (v0000190)	b22c	64510-010 AP 01 2018 Ford Explorer Police Interceptor	96.15	45436	AP1 air fresheners/Fogger Black/Jumper Cable
						NAPA Auto Parts (v0000190) Total	534.50		
K-1614	649	08/2026	8/12/2026	Narrative (v0000338)	b22b	52405-050 Public Relations	5,000.00	2026081209	CEA02 July 2026
						Narrative (v0000338) Total	5,000.00		
K-1602	649	08/2026	8/12/2026	NICOR Gas (v0000196)	b206	52150-025 Utilities - Gas	191.91	2026081211	206 IND 6/24-7/24/2026
K-1603	649	08/2026	8/12/2026	NICOR Gas (v0000196)	b22c	52150-025 Utilities - Gas	178.64	2026081214	generator 06.23.26-07.23.2026
K-1606	649	08/2026	8/12/2026	NICOR Gas (v0000196)	h05	52150-025 Utilities - Gas	96.44	2026081212	H5 6/24-7/24/2026
K-1604	649	08/2026	8/12/2026	NICOR Gas (v0000196)	h05	52150-025 Utilities - Gas	33.89	2026081210	h5 small 6/24-7/24/2026
K-1606	649	08/2026	8/12/2026	NICOR Gas (v0000196)	h06	52150-025 Utilities - Gas	96.44	2026081212	H6 6/24-7/24/2026
K-1604	649	08/2026	8/12/2026	NICOR Gas (v0000196)	h06	52150-025 Utilities - Gas	33.89	2026081210	h6 small 6/24-7/24/2026
K-1605	649	08/2026	8/12/2026	NICOR Gas (v0000196)	h07	52150-025 Utilities - Gas	36.71	2026081213	H7 6/24-7/24/2026
K-1601	649	08/2026	8/12/2026	NICOR Gas (v0000196)	b22c	52150-025 Utilities - Gas	100.47	2026081215	Shop 5/22-6/23/2026
K-1605	649	08/2026	8/12/2026	NICOR Gas (v0000196)	uscs	56550-110 US Customs Facility - Gas	36.71	2026081213	USCS 6/24-7/24/2026
						NICOR Gas (v0000196) Total	805.10		
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h52	91010-040 Principal - Northbrook #1-NE T	1,848.79	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h53	91010-040 Principal - Northbrook #1-NE T	1,848.79	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h54	91010-040 Principal - Northbrook #1-NE T	1,848.79	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h55	91010-040 Principal - Northbrook #1-NE T	1,848.79	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h56	91010-040 Principal - Northbrook #1-NE T	1,848.80	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h57	91010-040 Principal - Northbrook #1-NE T	1,848.80	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h57	91000-040 Interest Exp - Northbrook #1-NE T	216.16	2026080303	NE T Hangar Loan #1 - August 2026

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h56	91000-040 Interest Exp - Northbrook #1-NE T	216.16	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h55	91000-040 Interest Exp - Northbrook #1-NE T	216.16	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h54	91000-040 Interest Exp - Northbrook #1-NE T	216.15	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h53	91000-040 Interest Exp - Northbrook #1-NE T	216.15	2026080303	NE T Hangar Loan #1 - August 2026
K-1571	635	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	h52	91000-040 Interest Exp - Northbrook #1-NE T	216.15	2026080303	NE T Hangar Loan #1 - August 2026
K-1573	636	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	uscs	91010-060 Principal - US Customs Building	13,888.89	73	Customs Loan - August 2026
K-1573	636	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	uscs	91000-060 Interest Exp - US Customs Building	9,986.46	73	Customs Loan - August 2026
K-1573	636	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	b22b	91010-050 Principal - Northbrook #3-RSA	5,240.33	73	RSA Loan #3 August 2026
K-1573	636	08/2026	8/3/2026	Northbrook Bank & Trust Co. (v0000197)	b22b	91000-050 Interest Exp - Northbrook #3-RSA	612.65	73	RSA Loan #3 August 2026
Northbrook Bank & Trust Co. (v0000197) Total							42,118.02		
K-1611	649	08/2026	8/12/2026	Pace Systems Inc (v0000289)	b22b	52210-050 Maint. Computer/Software	1,598.00	2026081216	Monthly Maint May 2026
K-1611	649	08/2026	8/12/2026	Pace Systems Inc (v0000289)	b22c	62720-100 Telephone Expense	89.04	2026081216	CSP Monthly License June 2026
K-1611	649	08/2026	8/12/2026	Pace Systems Inc (v0000289)	b22b	54420-050 Software	362.52	2026081216	CSP Monthly License June 2026
K-1611	649	08/2026	8/12/2026	Pace Systems Inc (v0000289)	b22b	52720-100 Telephone - Local	184.44	2026081216	CSP Monthly License June 2026
K-1611	649	08/2026	8/12/2026	Pace Systems Inc (v0000289)	b22b	54050-010 Computer Hardware & Supplies	19.19	2026081216	Shipping Charges JM Docking Station
Pace Systems Inc (v0000289) Total							2,253.19		
K-1622	650	08/2026	8/12/2026	Paddock Publications (v0000205)	b22b	52660-050 Public Notices	399.60	45437	Bid Airfield Marking Project
Paddock Publications (v0000205) Total							399.60		
K-1623	650	08/2026	8/12/2026	Rose Pest Solutions (v0000226)	b22b	52480-200 Office Maintenance - Pest Control	119.00	45438	Recurring Pest Control
Rose Pest Solutions (v0000226) Total							119.00		
K-1607	649	08/2026	8/12/2026	Saewert, Scott (v0000232)	b22b	50400-050 Board Stipends*	250.00	2026081224	Board Stipend July 2026
Saewert, Scott (v0000232) Total							250.00		
K-1633	650	08/2026	8/12/2026	Sherwin Industries Inc (v0000310)	b22c	74300-010 Capital Outlay-Other	4,184.49	45448	Latex Dark Green (5)
Sherwin Industries Inc (v0000310) Total							4,184.49		
K-1624	650	08/2026	8/12/2026	Signature Flight Support (v0000244)	b22b	54255-200 PR-5k Run the Runway & Night Event	3,092.00	45439	SFS Aircraft Parking for 5k
Signature Flight Support (v0000244) Total							3,092.00		
K-1608	649	08/2026	8/12/2026	Sikich LLP (v0000245)	b22b	52060-050 Audit Services	6,753.00	2026081217	FY2026 Audit
K-1608	649	08/2026	8/12/2026	Sikich LLP (v0000245)	b22b	52060-050 Audit Services	11,669.00	2026081217	FY26 Audit thru June 2026
Sikich LLP (v0000245) Total							18,422.00		
K-1609	649	08/2026	8/12/2026	Taft Stettinius & Hollister (v0000282)	b22b	52540-200 Consultants-Special Projects	5,750.00	2026081218	Public Affairs Rep June 2026
Taft Stettinius & Hollister (v0000282) Total							5,750.00		
K-1625	650	08/2026	8/12/2026	The Journal & Topics (v0000251)	b206	52660-050 Public Notices	790.34	45440	CEA Residential Sound
The Journal & Topics (v0000251) Total							790.34		
K-1626	650	08/2026	8/12/2026	Turnkey Digital, LTD (v0000259)	b22b	52540-050 Other Services - Web Maint.	105.00	45441	Qtrly Web Hosting (Aug, Sept, Oct) 2026
K-1626	650	08/2026	8/12/2026	Turnkey Digital, LTD (v0000259)	b22b	52540-050 Other Services - Web Maint.	150.00	45441	Website Content Updates/Support August 2026
Turnkey Digital, LTD (v0000259) Total							255.00		
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	215.77	45451	OT 7.5.2026 N923SG
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	431.56	45451	OT 7.5.2026 N585FX
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	430.72	45451	OT 6.29.2026 CFOCL
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	755.23	45451	OT 7.10.2026 N518GP
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	755.35	45451	OT 7.7.2026 N690AR
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	431.56	45451	OT 6.28.2026 N890CL

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	755.22	45451	OT 7.9.2026 N320QS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	215.77	45451	OT 7.5.2026 N585FX
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	162.84	45451	OT 6.14.2026 9HVJI
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	434.28	45451	OT 6.14.2026 N503QS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	760.06	45451	OT 6.16.2026 N422QS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	434.32	45451	OT 6.14.2028 OYNRG
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	760.06	45451	OT 6.18.2026 N32TM
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	760.06	45451	OT 6.17.2026 N777UV
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	108.58	45451	OT 6.14.2026 N418FX
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	434.32	45451	OT 6.20.2026 N343FX
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	271.47	45451	OT 6.21.2026 N550FX
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	162.87	45451	OT 6.14.2026 N503QS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	488.62	45451	OT 6.21.2026 N550FX
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	760.06	45451	OT 6.22.2026 N891QS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	759.71	45451	OT 6.24.2026 CFOCL
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	434.32	45451	OT 6.21.2026 N777UV
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	760.06	45451	OT 6.23.2026 N709QS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	719.62	45451	OT 12.5.2024 N564NX
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	102.64	45451	OT 1.04.2025 N550QS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-020 Customs - OT Charges	107.66	45451	OT 6.29.2025 N75HS
K-1636	651	08/2026	8/12/2026	U.S. Customs Service (v0000262)	uscs	56550-030 Customs - Telecomm	584.68	45451	USCS Data 6/1-6/30/2026
U.S. Customs Service (v0000262) Total							12,997.41		
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22b	52480-150 Office Maintenance - Rug Runners	31.87	45442	Mats
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22b	52480-150 Office Maintenance - Rug Runners	31.87	45442	Mats
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22b	52480-150 Office Maintenance - Rug Runners	31.87	45442	Mats
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22b	52480-150 Office Maintenance - Rug Runners	31.87	45442	Mats
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22c	60900-050 Uniforms - Full-Time	158.04	45442	Uniforms
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22c	60900-050 Uniforms - Full-Time	151.95	45442	Uniforms
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22c	60900-050 Uniforms - Full-Time	151.95	45442	Uniforms
K-1627	650	08/2026	8/12/2026	UniFirst Corporation (v0000264)	b22c	60900-050 Uniforms - Full-Time	151.95	45442	Uniforms
UniFirst Corporation (v0000264) Total							741.37		
K-1579	642	08/2026	8/3/2026	UNUM Life Insurance Comp (v0000265)	b22b	50100-050 Insurance - Disability	576.87	2026080309	Admin EE Disability/Life Aug 2026
K-1579	642	08/2026	8/3/2026	UNUM Life Insurance Comp (v0000265)	b22c	60100-050 Insurance - Disability	951.33	2026080309	Ops/Maint EE Disability/Life Aug 2026
UNUM Life Insurance Comp (v0000265) Total							1,528.20		
K-1575	638	07/2026	7/27/2026	Verizon (v0000266)	b22b	52720-050 Telephone - Cellular	489.66	2026072701	ADMIN Cell Phones 6/5-7/4/2026
K-1575	638	07/2026	7/27/2026	Verizon (v0000266)	uscs	56550-030 Customs - Telecomm	58.49	2026072701	Customs Cell Phone 6/5-7/4/2026
K-1575	638	07/2026	7/27/2026	Verizon (v0000266)	b22c	62720-050 Telephone - Cellular	627.14	2026072701	OPS Cell Phones 6/5-7/4/2026
Verizon (v0000266) Total							1,175.29		
K-1582	644	08/2026	8/5/2026	Village of Wheeling (v0000267)	b22b	50100-030 Insurance - Dental	216.97	2026080502	Admin Health/Dental Insurance Jul 2026
K-1582	644	08/2026	8/5/2026	Village of Wheeling (v0000267)	b22b	50100-150 Insurance - Health	11,930.06	2026080502	Admin Health/Dental Insurance Jul 2026
K-1582	644	08/2026	8/5/2026	Village of Wheeling (v0000267)	b22c	60100-030 Insurance - Dental	466.48	2026080502	Maint/Ops Health/Dental Insurance Jul 2026
K-1582	644	08/2026	8/5/2026	Village of Wheeling (v0000267)	b22c	60100-150 Insurance - Health	26,132.36	2026080502	Maint/Ops Health/Dental Insurance Jul 2026
Village of Wheeling (v0000267) Total							38,745.87		
K-1569	633	07/2026	7/28/2026	Waste Management North (v0000270)	b22c	62810-050 Waste Removal - Debris	220.46	2026072801	Waste Monthly July 2026
Waste Management North (v0000270) Total							220.46		

Check Register

Date = 07/23/2026 - 08/12/2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-1612	649	08/2026	8/12/2026	Waterloo Aviation (v0000297)	h06	62090-061 H5/H6 Movement Services	4,074.56	2026081219	H6 Monthly Services August 2026
K-1612	649	08/2026	8/12/2026	Waterloo Aviation (v0000297)	h05	62090-061 H5/H6 Movement Services	12,223.68	2026081219	H5 Monthly Services August 2026
Waterloo Aviation (v0000297) Total							16,298.24		
K-1628	650	08/2026	8/12/2026	Wheeling Helping Hands (v0000272)	b22b	54270-050 PR - Other Community Events	600.00	45443	Food Sponsorship 9.19.2026
Wheeling Helping Hands (v0000272) Total							600.00		
K-1629	650	08/2026	8/12/2026	Yardi Systems, Inc (v0000276)	b22b	54420-050 Software	159.00	45444	Procure to Pay June 2026
Yardi Systems, Inc (v0000276) Total							159.00		
K-1630	650	08/2026	8/12/2026	Alan Zielinski (v0000277)	b22b	54255-200 PR-5k Run the Runway & Night Event	250.00	45445	5k balloon/fuel/crew
Zielinski, Adam (v0000277) Total							250.00		
Grand Total							352,666.26		

**CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO. 26-019

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED:

**A RESOLUTION APPROVING THE SECOND AMENDED AND RESTATED
NET GROUND LEASE AGREEMENT BETWEEN
CHICAGO EXECUTIVE AIRPORT AND PWK HANGARS, LLC**

SUBMITTED BY: Jeffrey Miller, Executive Director

BASIC DESCRIPTION OF ITEM: Second Amended and Restated Net Ground Lease Agreement with PWK Hangars LLC. The amendment is necessitated as a result of the finalization of the site plan for the development which has changed as the site has been more defined and laid out. The Second Amended and Restated Net Ground Lease Agreement is similar to the First Amended and Restated Net Ground Lease Agreement with the major changes being related to the revised site plan which will, if Phase 1 and Phase 2 are both developed, will result in seven (7) 42,880 square feet hangars and related apron space and ingress and egress to the site.

BUDGET: No budget impact except on the revenue side.

EXHIBIT(S) ATTACHED: Proposed Second Amended and Restated Net Ground Lease Agreement with PWK Hangars LLC.

RECOMMENDATION: To approve Second Amended and Restated Net Ground Lease Agreement with PWK Hangars LLC.

SUBMITTED FOR BOARD CONSIDERATION: Jeffrey Miller, Executive Director

RESOLUTION NO. 26-019

**A RESOLUTION APPROVING THE SECOND AMENDED AND RESTATED
NET GROUND LEASE AGREEMENT BETWEEN
CHICAGO EXECUTIVE AIRPORT AND PWK HANGARS LLC**

WHEREAS, PWK Hangars, LLC and CEA have been in the process and have finalized the site plan for the development; and

WHEREAS, the existing Net Ground Lease needs to be amended to reflect the revised site plans and schedules; and

WHEREAS, subject to the terms and conditions stated in the Second Amended and Restated Net Ground Lease Agreement, subject to minor modifications as approved by the Executive Director and Counsel, the CEA Board of Directors believe that entering into a the Second Amended and Restated Net Ground Lease Agreement is in the best interest of CEA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHICAGO EXECUTIVE AIRPORT, that Second Amended and Restated Net Ground Lease Agreement with PWK Hangars LLC is hereby approved substantially in the form attached hereto subject to minor modifications as approved by the Executive Director and Counsel.

Director _____ moved, seconded by Director _____
that Resolution No. 26-019 be adopted.

Director Berman	_____	Director Dolick	_____
Director Hellyer	_____	Director Lang	_____
Director Kearns	_____	Director Saewert	_____

ADOPTED this 12th day of August 2026 by the Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary

SECOND AMENDED AND RESTATED
NET GROUND LEASE AGREEMENT BETWEEN
CHICAGO EXECUTIVE AIRPORT
AND
PWK HANGARS LLC
AT
CHICAGO EXECUTIVE AIRPORT

TABLE OF CONTENTS

1. Leasehold; Access; Term; Size	1
2. Improvements to be Constructed	2
3. Phase Construction Timeline	2
5. Use of Premises.....	4
6. Condition of Premises	5
7. Rent; Security Deposit.....	6
8. Repair and Maintenance.....	7
9. Improvements	8
10. Services and Utilities	10
11. Taxes and Assessments	11
12. Insurance.....	11
13. Indemnification	12
14. Governmental Requirements.....	13
15. Signs and Lighting.....	13
16. Nondiscrimination.....	13
17. Assignment, Mortgage or Subletting	14
18. Damage or Destruction	18
19. Lessee's Default and Lessor's Remedies	19
20. Lessor's Default's and Lessee's Remedies	20
21. Reservation of Aviation Easement and Aerial Approach	20
22. Limitations of Rights and Privileges Granted	21
23. Condemnation.....	22
24. Subordination.....	22
25. Rates and Charges; Operation of Airport.....	22
26. National Emergency	22
27. F.A.A. and Airport Instruments	22
28. Laws, Rules, Regulations, Ordinances and Environmental Laws.....	23
29. Surrender of Premises by Lessee	24
30. Right of Entry Reserved.....	25
31. Financial Reports.....	25
32. Security	25
33. General Provisions	26

**SECOND AMENDED AND RESTATED
NET GROUND LEASE AGREEMENT**

This Second Amended and Restated Net Ground Lease Agreement (“Lease”) made to be effective as of the ____ day of August, 2026 (“Effective Date”), by and among: the Chicago Executive Airport, an Illinois Municipal Corporation having offices at 1020 South Plant Road, Wheeling, IL 60090 (hereinafter “Lessor”), and PWK Hangars LLC a Delaware Limited Liability Company having offices at 136 Tower Road, Suite 205, Westchester County Airport, White Plains, NY 10604 (hereinafter “Lessee”). Either Lessor or Lessee may be individually referred to herein as a “Party” and collectively “the Parties.” Lessee’s Federal Employer Identification Number is 85-2732947.

WITNESSETH:

1. Leasehold; Access; Term; Size

- a. Leasehold. The Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor a parcel of land situated at Chicago Executive Airport (“Airport”), Wheeling, Illinois, the description of which is set forth upon Exhibit A attached hereto (hereinafter “Premises”). All of the Premises are situated on Airport property. The Parties acknowledge and agree that the leased Premises shall be divided into two (2) separate parcels known as the Phase 1 Premises (“Phase 1 Premises”), and the Phase 2 Premises (“Phase 2 Premises”), as described in Exhibit A. The legal description is set forth in Exhibit B and the Plat of legal description is attached as Exhibit C.
- b. Access To Premises. Lessee shall have access to the Premises over the public roads on the Airport and may use said public roads and other areas on the Airport designated by the Lessor as common areas on a nonexclusive basis. Lessor may at any time close or restrict said roadways or common areas to effect construction, repair, alterations, or additions to the Airport and may do such other acts in and to said roads and common areas as in the Lessor’s judgment may be desirable; provided that such actions shall not unreasonably impede ingress and egress from the Premises.
- c. Term. The Parties hereby agree to a fifty (50) year lease term subject to the terms set forth in Section 2. The term of this Lease is for a period commencing on the date the Lessor provides to Lessee the exact location of Premises to be reflected on a survey containing the legal description of the Premises (“Commencement Date”) and ending six hundred (600) months thereafter (“Term”), unless sooner terminated pursuant hereto.”, unless sooner terminated pursuant hereto. The Commencement Date shall be memorialized in a written notice of commencement executed by the Parties. As used herein, the term “Anniversary Date” shall mean the month and day of the Commencement Date in successive years, and the term “Lease Year” shall mean the twelve (12) month period following the Commencement Date, and each twelve (12) month period thereafter.
- d. Size of Premises. The total Premises size (including Phase 1 and Phase 2 Premises) is approximately 16.616 acres to be located on the Southeast side of the Airfield. The exact location to be determined by survey to be completed by the Airport. The Phase 1 Premises is

approximately 128,640 square feet of hangar space plus the apron and the fuel farm, and the Phase 2 Premises is approximately 171,520 square feet of hangar space plus finishing the apron, as reflected on Exhibit A attached hereto.

2. Improvements to be Constructed. Subject to Lessee's due diligence, site plans based upon due diligence, permitting, and approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed, Lessee plans to design and construct the following ("Capital Improvements") to be constructed in two phases as outlined in Section 3:

- a. Seven (7) private/semi-private hangars consisting of approximately 300,160 square feet of indoor private/semi-private hangar, lounge, and office space as depicted on Exhibit A.
- b. Taxiway connectors. Taxiway connectors sufficient to support Lessee and sublessee's operations, providing airside access from the Premises via Taxiway Echo.
- c. Parking. Lessee shall provide vehicle access, drive, and parking spaces, to support Lessee's operations including arrivals and departures sufficient to meet local jurisdictional requirements.
- d. Fuel Farm. A fuel farm containing a minimum of two (2) twenty thousand (20,000) gallon underground jet fuel tanks, as well as tanks and infrastructure for other fuels, oils, lubricants, and supporting equipment.
- e. Apron. Aircraft apron space dedicated to aircraft operations on managed ramp(s) sufficient to support campus operations, as depicted on Exhibit A.
- f. GSE Facilities. A minimum of 2,500 square feet of Administration and GSE facilities.

3. Construction Timeline

- a. Phase 1 Construction Timeline
 - i. Phase 1: expected to include three (3) private/semi-private hangars consisting of approximately 128,640 square feet of indoor private/semi-private hangar, lounge, and office space as depicted on Exhibit A as Hangars A, B and C, and apron and access roads ("Phase 1 Improvements").
 - ii. Due diligence on the Phase 1 Premises shall be completed within one hundred and eighty (180) days of the Commencement Date ("Phase 1 Due Diligence Period").
 - iii. Following successful completion of due diligence on the Phase 1 Premises, Lessee shall submit a complete set of design plans for review, approval and permitting within 6 months thereafter.
 - iv. Construction shall commence within six (6) months of the later of issuance of permits for the Phase 1 Improvements ("Construction Commencement").
 - v. Construction shall be completed, as evidenced by a Temporary Certificate of Occupancy for the Phase 1 Improvements within eighteen (18) months of Construction Commencement.

b. Phase 2 Construction Timeline

- i. Phase 2: expected to include four (4) private/semi-private hangars consisting of approximately 171,520 square feet of indoor private/semi-private hangar, lounge, and office space as depicted on Exhibit A as Hangars D, E, F and G and the remaining portions of the apron ("Phase 2 Improvements").
- ii. Due diligence on the Phase 2 Premises shall be completed within six (6) months from receipt of the Temporary Certificate of Occupancy for the Phase 1 Improvements. ("Phase 2 Due Diligence Period").
- iii. Following successful completion of due diligence on the Phase 2 Premises, Lessee shall submit a complete set of design plans for review, approval and permitting within 6 months thereafter.
- iv. Construction shall commence within six (6) months of the issuance of permits for Phase 2 Improvements ("Phase 2 Construction Commencement").
- v. Construction shall be completed, as evidenced by a Temporary Certificate of Occupancy for the Phase 2 Improvements within eighteen (18) months after Phase 2 Construction Commencement.
- vi. Lessee's failure to complete Phase 2 within the timeframe set forth herein, or as may be extended by the Parties to allow for reasonable delays beyond the Lessee's reasonable control as set forth in Section 8(f) below, shall result in the termination of Lessee's leasehold interest in Phase 2.
- vii. In the event Lessee does not complete the Phase 2 Improvements pursuant to subsection (vi) above, Lessee shall assign any Improvements on the Phase 2 leasehold to Lessor and shall also provide Lessor and its assigns an easement to use the access road constructed by Lessee as part of the Phase I Improvements. The easement shall include the right for tenants of the former Phase 2 leasehold to use the access road for ingress and egress to the former Phase 2 leasehold. If Lessor subsequently develops or leases the former Phase 2 leasehold to a third party, Lessor and/or its tenants shall have the right to use approximately 50% of the apron constructed by Lessee during Phase 1 (Common Use Area) for the parking and movement of aircraft and/or equipment by the Lessor or future tenant. Lessor or any future tenant shall not use any of the Common Use Apron in a manner that would impede ingress and egress for Phase 1 tenants. In exchange, Lessee shall receive a rent credit equal to 50% of the actual costs of construction of the apron as measured from Phase 1 hangar to Phase 2 leasehold hangar and other Improvements constructed by Lessee on the Phase 2 leasehold which solely benefit the Phase 2 leasehold applied to future rents due on the Phase 1 Premises. CEA will be responsible for the maintenance of the Common Use Area. Lessor and any future tenant of the former Phase 2 leasehold shall have the right to use the ramp to access Taxiway Echo.
- viii. In the event Lessee does not complete the Phase 2 Improvements for any reason, Lessee agrees to pay Lessor an amount equal to annual rent for the Phase 2 leasehold at the then prevailing per square foot rate from the date the temporary Certificate of

Occupancy is issued for the Phase 1 Improvements until the date the Phase 2 leasehold is returned to Lessor.

- c. Economic Development Incentives. Lessor will support Lessee to maximize City of Prospect Heights, Village of Wheeling, Cook County, and State of Illinois economic development incentives (including but not limited to Class 6b tax incentive) to support the various construction projects stated herein.
- d. Due Diligence. If, upon completion of its Due Diligence for either Phase 1 or Phase 2, as outlined above, Lessee determines in good faith that the applicable portion of the Premises is not suitable for its proposed development, Lessee shall notify Lessor and Lessor will have the opportunity to remedy the site to the satisfaction of Lessee, or to elect not to remedy the site. If Lessor elects not to remedy the site, Lessee will have the option to remedy the site at its sole cost and expense, or to elect to be relieved of any further responsibilities, obligations, or liabilities with respect to the Premises, except that Lessee shall return that portion of the Premises to Lessor in the same condition as it was prior to the applicable due diligence period. To the extent that Lessee fails to notify Lessor during the applicable due diligence period that the applicable portion of the Premises is not suitable for its proposed development, it shall be deemed an acceptance of the applicable portion Premises as set forth in Section 6 below. In the event that Lessor agrees to remedy and Lessee still declines to proceed, Lessee shall pay Lessor six (6) months of rent for that portion of the Premises being declined as a liquidated damages.

4. Use of Premises

- a. Purposes. Lessee shall use the Premises in furtherance of Lessee's business which uses shall include, but not be limited to, office space, Commercial and Non-Commercial Aircraft Storage as permitted by the Airport Minimum Standards, minor maintenance and repair of Aircraft, operation of a fuel farm, fueling of Aircraft, subject to the conditions in subsection (b) stated below, and for other purposes reasonably related to the foregoing (hereinafter "Lessee's Business") including, but not limited to, lavatory services, towing, passenger handling, catering and aircraft detailing. Such uses may be performed by Lessee, or a sublessee or licensee of Lessee. Lessee shall not use the Premises for any purpose other than as set forth above without the prior written consent of the Lessor. The term "Aircraft" as used herein shall include Lessee's aircraft and third-party aircraft based at or using the Premises in the ordinary course of Lessee's Business.
- b. Fuel Farm. Lessee shall be granted the right to sell or dispense fuel and lubricants to Lessee's Airport based tenants. This agreement shall not grant those rights traditionally associated with a Fixed Based Operator Agreement, specifically, the right to sell or dispense aircraft fuel and lubricants to transient aircraft(s) or to tenants, other than Lessee's Airport based tenants, on the Airport. Airport based tenants are defined as Lessee's tenants who have a minimum thirty (30) day lease with Lessee.
 - i. If Lessee sells or dispenses fuel and lubricants to Lessee Airport based tenants, Lessee agrees to pay the prevailing Lessor fuel flowage fee (currently assessed at \$0.28 per gallon) for all Jet Aviation fuels sold, dispensed, or consumed from, on or about the premises.

- ii. Flowage Rates subject to Lessor adjustment, however, rates shall be imposed equitably amongst all Lessor tenants that have fueling and lubricant rights.
 - iii. Lessee further commits to selling or dispensing 2.5 million gallons of jet fuel annually, following construction and stabilization of all phases (i.e., Phase 1 and Phase 2) of the campus. If Lessee fails to sell or dispense 2.5 million gallons of jet fuel, Lessee will pay Lessor the difference between 2.5 million gallons of jet fuel and the actual amount sold multiplied by the fuel flowage fee. For example, if Lessee sells or dispenses 2.0 million gallons of fuel in a given year, Lessee will pay Lessor for 500,000 gallons of fuel times the then current fuel flowage fee (2.5 Million – 2 Million = 500,000 X current fuel flowage fee).
 - iv. If Lessee does not develop the Phase 2 Premises, Lessee's commitment to sell jet fuel will be reduced to 1,235,000 gallons following Phase 1 Completion Date and stabilization of Phase 1. If Lessee fails to sell or dispense 1,235,000 gallons of jet fuel, Lessee will pay Lessor the difference between 1,235,000 million gallons of jet fuel and the actual amount sold multiplied by the fuel flowage fee. For example, if Lessee sells or dispenses 1.0 million gallons of fuel in a given year, Lessee will pay Lessor for 235,000 gallons of fuel times the then current fuel flowage fee (1,235,000 – 1,000,000 = 235,000 X current fuel flowage fee).
 - v. The actual fuel flowage fee shall be paid monthly by Lessee to Lessor based on the actual amount of fuel sold during the month. Within 45 days of the end of each Lease Year, the calculations will be made of how many gallons of jet fuel were sold during the immediate prior Lease Year and Lessee shall pay to Lessor any amounts due under Sections 5 (b) (iii).
 - c. Services. Except as otherwise provided in this Agreement, Lessee may not perform or offer to perform any services to or for the benefit of any person or entity other than Lessee on or from the Premises without the prior written approval of the Lessor, which approval may be granted or denied in the Lessor's sole discretion.
 - d. Primary Guiding Documents. All uses and/or services under Required Services and Permitted Services must adhere to all applicable Primary Guiding Documents: (i) the Airport Rules and Regulations, (ii) Lease Rates and Charges Policy, (iii) General Provisions and Definitions, (iv) General Aviation Minimum Standards, (hereinafter, collectively "the Primary Guiding Documents") as may be amended from time to time, all of which can be accessed at <https://www.chiexec.com/documents/>.
5. **Condition of Premises.** Unless Lessee elects to relieve itself of the duties and obligations with respect to a portion of the Premises as set forth in Section 4(d) above, Lessee warrants that it has inspected the Premises subject to all limitations imposed upon the use thereof by the Primary Guiding Documents (as defined above) and all other applicable laws and admits the suitability and sufficiency of the Premises for the use permitted herein. Lessor represents that to the best of Lessor's knowledge, as of the Effective Date, the Premises are in compliance with all existing and applicable environmental laws, statutes, regulations and ordinances. During the Phase 1 and Phase 2 Due Diligence Periods, Lessee shall have the right to conduct at its expense a Phase I environmental assessment and soil tests for the Premises identified on Exhibit A. In the event the Lessee's Phase I study and soil tests for the Premises identified on Exhibit A identify conditions which are unsatisfactory to Lessee, in Lessee's reasonable discretion, Lessee shall give written

notice to Lessor specifying the unsatisfactory conditions. Within thirty (30) days of Lessee's notice, Lessor shall provide written notice of either its election to remedy the conditions or declination to remedy the conditions. To the extent that Lessor declines to remedy the unsatisfactory condition, Lessee shall have the right to either remedy the condition or to terminate this Lease. If Lessor elects to remedy the conditions, it shall promptly commence and diligently complete such remedies at Lessor's expense to Lessee's reasonable satisfaction. If timely written notice is given by Lessee electing to terminate this Lease as to a portion of the Premises, Lessee shall restore the Premises into the condition they were on the Effective Date as may be applicable and shall be relieved of all further obligations under this Lease except for any obligations that expressly survive termination of this Lease.

6. Rent; Security Deposit

- a. Ground Rent. In consideration for the rights, privileges, and possession of the Premises herein granted, subject to the following sentences, the Lessee shall pay to Lessor as rent:
 - i. Phase 1 Premises Ground Rent. Lessee shall commence the payment of prorated rent for the Phase 1 Premises upon issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy ("CO/TCO") for any of the Capital Improvements on the Phase 1 Premises ("Initial Rent Commencement Date"). As CO/TCOs are issued for additional Phase 1 Improvements, Lessee shall begin paying prorated rent ("Subsequent Rent Commencement Dates") until such time as CO/TCO for all the Phase 1 Improvements ("Phase 1 Completion Date"). Beginning on the Phase 1 Completion Date, Lessee hereby promises and agrees to pay Lessor, as annual rent for the Phase 1 Premises, at a current rate of \$1.15 per square foot ("Square Foot Rate") multiplied by the square footage of Phase 1 Premises, payable in equal monthly installments ("Initial Monthly Rent"). The monthly rent with respect to the Phase 1 Premises shall be increased by CPI on the first Anniversary of the Initial Rent Commencement Date and annually thereafter except as set forth in Section 7(d) hereof. The Annual Base Rent may change to reflect the actual square footage in Phase 1 as determined by the final survey.
 - ii. Phase 2 Premises Ground Rent. Lessee shall commence the payment of rent for the Phase 2 Premises) upon issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy on the Phase 2 Improvements ("Phase 2 Rent Commencement Date"). Lessee hereby promises and agrees to pay Lessor, annual rent for the Phase 2 Premises at the same Square Foot Rate as escalated pursuant to subsection (i) of this Section 7 multiplied by the square footage of the Phase 2 Premises. The rent for the Phase 2 Premises shall be paid in accordance with the provisions of subsection (i) of this Section 7 and shall be increased by CPI on the first Anniversary Date of the Initial Rent Commencement Date and annually thereafter except as set forth in Section 7(d) hereof. The Annual Base Rent may change to reflect the actual square footage in Phase 2 as determined by the final survey.
- b. Adjustment for CPI Calculation. If the comparative CPI figures are not available until after the Anniversary Date during the Term, Annual Base Rent during each Lease Year shall be payable in an amount equal to the Annual Base Rent payable during the immediately preceding Lease Year until such comparative CPI figures are available. On the first day of the calendar month following publication of such comparative CPI figures, and notification thereof from

Lessor to Lessee, Lessee shall begin paying monthly rent at the increased rate and shall pay Lessor the amount equal to the difference between the amount previously paid and the amount due under the formula for the then current Lease Year.

- c. Definition of CPI. The term "CPI" as used herein shall mean the Consumer Price Index for All Urban Consumers, All Items - All Urban Consumers (base year 1982-84=100) for the Chicago area, published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is changed so that the base year differs from that used as of the commencement of the Lease, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.
- d. Market Rent Study. Rent shall be adjusted on the sixth anniversary of the Initial Rent Commencement Date and every six years thereafter by Market Rent Study as provided for in the Airport's Lease/Rates and Charges Policy including any amendments thereto. To the extent that Lessee believes that the Ground Rent determined in the Market Rent Study for ground rent is not consistent with market rate and/or other similar airport leases, two appraisals will be completed, with Lessor and Lessee each retaining one appraiser at their own cost and expense and the median rate of the two appraisals shall be used as the prevailing rental rate for the Premises. In no event shall the rent be reduced from the Lease Year rent for the year immediately preceding the Market Rent Study.
- e. Time and Place of Payment. Rent shall be paid promptly and without any claims for any deductions or set offs for any purpose whatsoever, in advance and in equal installments on the first business day of each month. Payment shall be made by check, money order or electronically at the office of the Executive Director at the Airport or at such other office as may be directed in writing by the Lessor.
- f. Late Charge. If any payment that is due under this Lease shall not be paid within ten (10) days of its due date, Lessee shall pay as additional rent, a late charge of 10% of the monthly rent for each month thereafter that such payment remains unpaid. In addition, Lessee shall pay 2.5% interest per month on all amounts not timely paid.
- g. Security Deposit. Waived.

7. Repair and Maintenance

- a. Lessee's Responsibilities. Lessee agrees that it shall keep in a good state of repair and in a clean and orderly condition, except for reasonable wear and tear, all and every part of the Premises and any improvements constructed thereon, including regular trash removal and snow removal. Lessee agrees that all repairs shall be accomplished in a diligent, workmanlike manner. The standards of up-keep, maintenance and repairs required of the Lessee under this Lease shall be not less than the standards generally followed by the Lessor for similar buildings and premises under the Lessor's control. Any deviation from said minimum standards shall be brought to the attention of the Lessee by the Lessor and shall be corrected within thirty (30) days thereafter, however, if such corrections are of the type and nature which cannot be made within thirty (30) days, then this provision shall be deemed to be complied with if Lessee

commences efforts to make such corrections within thirty (30) days and continues diligently thereafter until such corrections are completed.

- b. Lessor's Rights. If Lessee fails to make such corrections, as provided above, the Lessor may, at Lessor's option, enter upon the Premises and make the required corrections, and the cost thereof, together with any reasonable attorney's fees and costs incurred by Lessor plus interest thereon at the rate of ten percent (10%) per annum shall be due and payable as additional rent to the Lessor. Furthermore, should the Lessor, its officers, employees, or agents undertake any work hereunder after Lessee's failure to comply with the preceding Subsection, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the negligent or willful misconduct of Lessor or its officers, employees, or agents. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Lease and shall not impose or be construed to impose upon the Lessor any obligations to maintain the space, unless specifically stated otherwise herein.

8. Improvements

- a. Construction. The Lessee shall have the right to construct the buildings, structures and other improvements described in Section 3 hereof ("Improvements") on the Premises provided the plans and specifications therefore are first submitted to and receive the written approval of the Executive Director, which approval shall not be unreasonably withheld, conditioned or delayed. The Lessor shall advise Lessee within thirty (30) days after receipt of a written request, together with copies of the plans and specifications for the proposed Improvements, which shall be prepared by a registered architect and approved by a registered engineer, both licensed in the State of Illinois, in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore. Notwithstanding anything herein to the contrary, Lessee shall comply with all building codes and regulations and shall obtain all proper building permits, including a building permit from the municipality having jurisdiction of where the Improvements are to be built. Lessee shall obtain all necessary zoning changes and variances at its cost, and shall give the Federal Aviation Administration 7460-1 Notice of Proposed Construction Alterations.
- b. Bonding and Construction Stoppage. The Lessee's general contractor or contractors, as the case may be, shall be bonded, in an amount equal to the full cost of construction of the Improvements by a reputable company reasonably satisfactory to Lessor, and the agreement between Lessee and the contractor shall require that the contractor provide a lien-free completion bond. Lessee shall, once construction has been commenced, diligently and conscientiously pursue the construction of the Improvements to completion in accordance with the agreed upon plans and specifications; provided that, if Lessee's efforts to complete construction of the Improvements are delayed or prevented in whole or in part, by reason of fire, flood, storm, strike, lockout, riot, war, rebellion, accidents of God, or any other cause or casualty beyond the reasonable control of Lessee, including the occurrence of a good faith dispute with the Lessee's general contractor or any supplier, then upon timely written notice to Lessor, the construction requirements under this Subsection, to the extent so effected, shall be suspended during the period of such disability; provided further that, Lessee shall make all reasonable efforts to remove such disability as soon as possible. Failure of Lessee to make such reasonable efforts to remove such disability shall be treated as a Default pursuant to Section 19 herein.

- c. Improvements Without Consent and Mechanics' Lien. If Lessee makes any Improvements without the Lessor's approval, then the Lessor may, at its option, and in addition to any other remedies which may be available to it, give written notice to Lessee to remove the same or at the option of the Lessor cause the same to be changed to the satisfaction of the Lessor. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the Lessor may affect the removal and Lessee shall pay one hundred ten percent (110%) of the cost of such removal to the Lessor.

Because the Premises are publicly owned property, Lessee hereby acknowledges and agrees that pursuant to Illinois law, a contractor or subcontractor performing any construction work at the request of Lessee on the Premises may not properly file a mechanic's lien or materialmen's lien ("Mechanics Liens") against the Premises, including any Improvements constructed thereon. The Lessee shall not permit any Mechanics' Liens to be filed against the Premises by reason of services or material supplied in connection with any work performed at the Lessee's request. If any such Mechanics' Liens shall at any time be filed, the Lessee shall cause the same to be discharged of record within thirty (30) days after the Lessee has knowledge of the filing or provide to Lessor a bond, letter of credit or other security satisfactory to Lessor, in an amount equal to one hundred ten percent (110%) of the full amount of the Mechanics' Liens. If the Lessee shall fail to discharge such Mechanics' Liens or provide such security within such period, then, in addition to any other right or remedy, the Lessor may, but shall not be obligated to, discharge the lien, either before or after investigating it, but only upon prior written notice to the Lessee. One hundred ten percent (110%) of all amounts expended by the Lessor to contest or discharge such lien or both, shall constitute rent payable on demand.

- d. Title to Improvements/Termination of Lease. The Lessee shall be the owner of all the Improvements which Lessee makes on the Premises until the end of this Lease, at which time title to the Improvements shall automatically vest in the Lessor, unless there has been a prior transfer of title by Lessee to Lessor, with the consent of Lessor. Upon the termination of this Lease by lapse of time or otherwise, Lessee shall upon the written direction of Lessor: (i) deliver up to the Lessor the Premises, together with the Improvements thereon in broom clean condition, except for Lessee's trade fixtures, equipment and personal property of Lessee not permanently installed in the Improvements, in the same condition as existed on the Commencement Date or date of completion, if later, reasonable wear and tear excepted; and/or (ii) promptly remove all or any portion of the Improvements which Lessor directs Lessee to remove, other than Improvements that were erected on the Premises as of the Commencement Date and the Capital Improvements.
- e. Removal of Improvements. The Lessee agrees, except as provided in Subsection (d) above, that no Improvements which are now or hereafter erected on the Premises shall be removed, torn down, or replaced by Lessee, its agents or employees, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.
- f. In the event (i) Lessee is unable to obtain, through no fault of its own, the permits and/or approvals required under this Section 9; (ii) the project is not feasible as generally designed and approved by the Lessor due to a determination by the FAA or other agency that has jurisdiction over the Premises; or (iii) Lessee is granted such permits, approvals or any other authority subject to terms and conditions which, in the reasonable judgment of Lessee, will increase the total cost of such project by a material amount over the total amount budgeted by Lessee, then Lessee shall not be required to make the Improvements or the Capital Improvements, as the case may be. In the event such permits, approvals or determinations are

delayed, there is severe weather that delays construction, or other event which substantially delays construction that is not due to the fault of Lessee, the timeframes for such Improvements or Capital Improvements, as the case may be, set forth in this Section 4 shall be equitably extended.

9. Services and Utilities

- a. Utilities. The Lessee shall pay all charges due for all services and utilities serving the Premises prior to delinquency. These services shall include, without limitation, water, sanitary sewer, oil, gas, electricity, telephone, janitorial, grounds keeping, and trash and snow removal.
- b. Water Connection. Lessee shall take all actions necessary to connect to the water lines installed by the Airport, the Village of Wheeling, or the City of Prospect Heights as applicable and shall pay the connection charges and fees. Lessor shall pay to install the water line from the existing water line to the boundary line of the Premises.
- c. Sanitary Sewer. Lessee agrees that it shall install a sanitary sewer line from the Premises to a location designated by and in accordance with plans and specifications prepared by the Airport Engineering consultant, currently Crawford, Miller and Tilly, Inc. ("CMT"). Lessee agrees to pay all costs associated with such installation. Lessee further agrees:
 - i. For the Phase 1 Premises: Lessee shall pay the one-time Sanitary Sewer Connection Fee at the then prevailing rate based upon a calculation of then prevailing rate multiplied by the square footage of the Phase 1 Premises. The current rate is \$0.2021; and
 - ii. For the Phase 2 Premises: Upon approval of Phase 2, Lessee shall pay the one-time Sanitary Sewer Connection Fee at the then prevailing rate based upon a calculation of the prevailing rate multiplied by the square footage of the Phase 2 Premises. The current rate is \$0.2021; and
 - iii. As additional rent, Lessee shall pay an annual sanitary sewer annual maintenance fee at the then current rate (currently \$0.00999) multiplied by the square footage of the leased land to be increased annually by the CPI (as defined in Section 7, Subsection c) as a sanitary sewer service fee; and
- d. Storm Water Connection and Sewer Fees. Lessee agrees:
 - i. For the Phase 1 Premises : Lessee shall pay a one-time Storm Water Connection Fee based upon a calculation of the then prevailing rate multiplied by the square footage of the Phase 1 Premises. The current rate is \$0.6011; and
 - ii. For the Phase 2 Premises: Upon approval of Phase 2, Lessee shall pay a one-time Storm Water Connection Fee based upon a calculation of the then prevailing rate multiplied by the square footage of the Phase 2 Premises. The current rate is \$0.6011.
 - iii. As additional rent, Lessee shall pay an annual sewer maintenance fee to Lessor at the then current rate (the current rate is \$0.02993) per year multiplied by the square footage of the leased land to be increased annually by the CPI (as defined in Section 7, Subsection c) as a storm water sewer maintenance fee; and

- iv. The detention area shall be maintained by the Lessor. Lessee shall at its expense maintain the storm water sewer system situated on the Premises.
- e. Other Services. The Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with the Lessor for any additional service it may request and shall pay for such additional services the consideration so negotiated.
- f. Utility Easements. Lessee acknowledges and agrees that Lessor hereby expressly reserves to Lessor, and to Lessor's successors and assigns, public utility easements over the Premises.

10. Taxes and Assessments

It is the purpose and intent of the Lessor and the Lessee that the Annual Base Rent payable under this Lease shall be absolutely net to the Lessor so that this Lease shall yield to the Lessor the amount of the Annual Base Rent specified in Section 7, in each year during the Term of this Lease, free of any charges, assessments, taxes, impositions, or deductions of any kind charged, assessed, levied, exacted or imposed on or against the Premises or on Lessee's operations at the Premises, or on the gross receipts or gross income to the Lessee therefrom, including any real estate taxes, special assessments, license, certification, permit and examination fees and excise taxes ("Assessment(s)"), and without abatement, deduction or set-off by the Lessee, except as expressly provided in the Lease. The Lessor shall not be required to pay any such Assessment(s) or be under any obligation or liability under this Lease, except as expressly set forth herein. The Lessee shall pay all Assessments, and shall make all applications, reports and returns required in connection therewith. The Lessee shall have the right to contest all such Assessment(s) and the Lessor shall give reasonable cooperation to the Lessee in such contest; provided, however, that the Lessee timely commences and thereafter diligently in good faith contests such Assessment(s) by appropriate proceedings and in any event pays all Assessment(s) prior to delinquency. If Lessee fails to pay any Assessment(s), Lessor may, at Lessor's option, pay such Assessment(s), and the cost thereof, together any reasonable attorney fees and costs incurred by Lessor plus interest thereon at the rate of ten percent (10%) per annum, shall be due and payable as additional rent to the Lessor.

Notwithstanding the foregoing, it is not the intention of the parties that any Assessment(s) be imposed against the Premises as a result of this Lease.

11. Insurance

- a. Lessor not responsible for personal property. All personal property of any kind (including property of Lessee) that may be on the Premises during the term of this Lease shall be at the sole risk of the owner of that property; and Lessee will hold the Lessor harmless from any claim of the owner of such property for loss or damage thereto, saving and excepting loss or damage resulting from the negligent or willful act of any officer, employee or agent of the Lessor;
- b. Lessor not liable for physical injuries. The Lessor shall in no event be liable for physical injuries (including death) to persons or damage to property (including property of Lessee) occurring upon the Premises or arising out of the Lessee's use or occupancy thereof, unless resulting from the negligent act or willful misconduct of any officer, employee, or agent of Lessor. Lessee shall assume the defense of, and indemnify and save harmless the Lessor, its officers, agents and employees, both personally and officially, from all loss, liability, cost and expense, including but not limited to reasonable attorneys' fees and investigatory expenses,

upon, any and all claims based upon such injuries to persons or damage to property (including claims made against the Lessor by its officers and employees), except where the negligence or willful misconduct of the Lessor, its officers, agents, employees shall have caused or been alleged to have caused such injuries or damages.

- c. Lessee's obligation to maintain insurance. Lessee agrees that it shall procure and maintain at all times during the term hereof insurance as set forth in Exhibit D attached hereto and made a part hereof.
- d. Lessee's obligation to deliver certificates of insurance. Lessee shall deliver to the Lessor, prior to the Effective Date, Certificates of Insurance for each of the insurance policies required by Exhibit D. Each such certificate shall contain an endorsement that it cannot be canceled unless the Lessor is given at least thirty (30) days prior written notice (ten (10) days for nonpayment of premiums) and shall name the Lessor, the Chicago Executive Airport, their agents, employees and representative as additional insured's. Lessee shall promptly obtain renewals of such policies and deliver to the Lessor certificates for such renewal policies.
- e. Lessor not liable for damage to Premises. The Lessor shall not be liable for any damage to any property or person at any time in or on the Premises from steam, gases or electricity, or from water, rain or snow, whether they may leak into, issue or flow from any part of the Premises, or from the conduits, pipes or plumbing works of the same or from any other place, unless resulting from the negligent act or willful misconduct of any officer, employee or agent of Lessor.

12. Indemnification

The Lessee agrees to defend, indemnify, save, protect and hold harmless the Village of Wheeling, the City of Prospect Heights, the Lessor, the Lessor's Board of Directors, the Wheeling Board of Trustees, the Prospect Heights City Council, individually and collectively and each of their representatives, officers, officials, directors, employees, agents, and volunteers of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including Lessor's personnel and damage to, destruction of any and all property, including Lessor's property, arising from, or resulting from, any operations, works, acts, or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. The foregoing provisions concerning indemnification shall not be construed to indemnify the Lessor, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or willful misconduct of the Lessor, its officers, employees or agents. Within five (5) days of the filing with Lessor by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees to indemnify and hold the Lessor harmless, the Lessor shall notify the Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and behalf of the Lessor by legal counsel selected by the Lessee. It is specifically agreed, however, that the Lessor, at its own cost and expense, may participate in the legal defense of any such claim provided such participation does not unduly interfere with Lessee's legal defense of such claim. Any judgment, final beyond all possibility of appeal, rendered against the Lessor for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal. The Parties agree that under no circumstances shall either Party or their respective subsidiaries and affiliated companies be liable to the other for indirect, incidental, consequential, special, punitive or exemplary damages (including, but not limited to, damages for loss of use, lost profits or diminution in value) whether in contract or tort (including strict liability and negligence).

13. Governmental Requirements

The Lessee shall procure all licenses, certificates, permits economic incentives or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Premises which may be necessary for the Lessee's Business. If for any reason after using all due diligence Lessee is unable to secure any required license, certificate, permit economic incentives (including approval of the IL EDGE incentives by IL Department of Commerce and Economic opportunity) or other authorization for Lessee's operations at the Premises permitted or required in this Lease, Lessee shall have the right, upon delivery of written notice to Lessor not more than two hundred seventy (270) days following the Commencement Date, to terminate this Lease and all further liability and obligation to Lessor hereunder. In addition, if after using all due diligence Lessee is able to secure a license, certificate, permit or other authorization for Lessee's operations at the Premises permitted or required in this Lease only if Lessee accepts terms and conditions which, in the reasonable judgment of Lessee, will increase the total cost of operations by a material amount over the total amount budgeted by Lessee, Lessee shall have the right, upon delivery of written notice to Lessor not more than two hundred seventy (270) days following the Commencement Date, to terminate this Lease and all further liability and obligation to Lessor hereunder, provided Lessee shall first reimburse Lessor for Lessor's reasonable out of pocket engineering and legal expenses incurred in the negotiation and preparation of this Lease and in the fulfillment of all obligations of Lessor under this Lease.

14. Signs and Lighting

Lessee shall not post, install, erect or operate any light, sign, placard or poster on any part of the Premises without complying with all applicable laws, rules, regulations and ordinances, including without limitation the ordinances of the Lessor, and without the prior approval of the FAA with respect to lighting. Lessee shall pay Lessor for any fees incurred by Lessor associated with such signs and lighting. Lighting shall not be confusing, blinding, or inhibiting to aircraft landing or taking off at Airport as determined by the FAA and the Lessor in their sole discretion. If after installing such lighting, either the FAA determines or Lessor reasonably determines that such lights are confusing, blinding, or inhibiting to aircraft landing or taking off at Airport, then Lessee shall take such actions as are necessary to correct such problem, including redesigning, replacing, or removing of such lighting. If Lessee fails to take such actions as are necessary to correct such problem, Lessor may, at Lessor's option, enter upon the Premises and correct such problem, and the cost thereof, together with any reasonable attorney's fees and costs plus interest thereon at the rate of ten percent (10%) per annum, shall be due and payable as additional rent to the Lessor.

15. Nondiscrimination

- a. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - i. no person shall be excluded from participation in regard to the services to be performed, denied the benefits of these services, or be otherwise subjected to discrimination on the basis of race, creed, color, national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;
 - ii. no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over or under the Premises, or in the furnishing of services thereon, on the basis of

race, creed, color or national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;

- iii. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil-Rights Act of 1964 § 601 (42 U.S.C. § 2000d), Title V of the Rehabilitation Act § 504 (29 U.S.C. § 794), and by the Regulations of the Office of the Secretary of Transportation (49 C.F.R. Part 21, 49 C.F.R. Part 27) and the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.).
- b. Lessee shall furnish its accommodations and services at a fair, reasonable and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- c. Noncompliance with Subsections (a) or (b) above shall constitute a material breach hereof, and, in the event of such noncompliance:
 - i. the Lessor shall have the right to terminate this Lease without liability therefore, or
 - ii. either the Lessor, the United States or the State of Illinois shall have the right to judicially enforce Subsections (a) or (b).
- d. The Lessee covenants that it will undertake any affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee 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 this subpart. The Lessee covenants that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- e. Lessee assures that it shall furnish to the United States Government, or the Lessor, whichever is required, any and all documents, reports and records; including but not limited to any affirmative action plan, Form EEO-1, the submission of which are required by 14 CFR Part 152, Subpart E.

16. Assignment, Mortgage or Subletting

- a. Assignment. Lessee agrees that it will not without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, , sell, convey, transfer or assign (collectively “Assign” or “Assignment”), sublease, mortgage or pledge this Lease or any part thereof, or any rights hereunder. Lessor shall not be deemed to be unreasonable in the withholding of consent if the proposed assignee or sublessee fails to meet any one or all of the following at Lessor’s sole and absolute discretion:
 - i. in the case of a proposed Assignment, Lessor’s reasonable determination that the proposed assignee is reputable, and has the knowledge, experience and financial capacity necessary to conduct the activities permitted hereunder;

- ii. Lessee shall be required to reimburse Lessor for its reasonable out of pocket attorneys' fees and other expenses incurred in connection with the proposed transaction; and
 - iii. The contemplated operations of and the use of the Premises by the proposed assignee shall be substantially similar to those of the Lessee;
- b. Assignment to Affiliate. Notwithstanding subsection (a) above, Lessee shall have the right to assign this Lease, or sublet the Premises or any portion thereof, without the consent of Lessor, to any entity (a) which Lessee may merge or consolidate, or (b) which is a parent or subsidiary of Lessee (collectively "Lessee Affiliate). Lessee or its successor in interest shall give Lessor written notice of any such assignment of this Lease to the Lessee within thirty (30) days of said assignment.
- c. Partial Subletting. So long as the Lessee is not in default hereunder, the Lessee may sublet a portion or portions (but less than substantially all) of the Premises to its tenants in the hangars.
- d. Mortgage or Pledge, Collateral Assignment of Lease. Notwithstanding the provisions of Subsection (a) above, with the prior consent of Lessor, and subject to the terms and conditions of this Lease, Lessee may convey, pledge or encumber, by deed of trust, mortgage or similar instrument (the "Approved Leasehold Mortgage"), its leasehold interest in and to the Premises in favor of a lender (the "Approved Leasehold Mortgagee"), and Lessee may assign this Lease as collateral security for such Approved Leasehold Mortgage. Any such Approved Leasehold Mortgage, and all rights under or relating thereto, shall be subject to each of the covenants, conditions and restrictions set forth herein, and to all rights of Lessor hereunder and will always be subordinate to the rights of Lessor under this Lease and the Premises. Notwithstanding the foregoing, the Approved Leasehold Mortgagee shall in no event become personally liable to perform the obligations of Lessee under this Lease unless and until the Approved Leasehold Mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said Approved Leasehold Mortgagee shall remain liable for such obligations only so long as such Approved Leasehold Mortgagee remains the owner of the leasehold estate. Lessee shall be responsible for payment of all of Lessor's costs and expenses, including reasonable attorneys' fees and expenses, incurred in reviewing any proposed Approved Leasehold Mortgage hereunder.
 - i. If an Approved Leasehold Mortgagee shall give Lessor notice of such Approved Leasehold Mortgagee's interest in the Premises and such notice shall contain the address to which notices to such Approved Leasehold Mortgagee are to be sent, Lessor will thereafter send to such Approved Leasehold Mortgagee, at the address so given, and in the manner set forth in this Lease, a copy of any notice of default which Lessor may thereafter deliver or send to Lessee. Within the time permitted for the curing or commencing the curing of any default under this Lease, such Approved Leasehold Mortgagee, at its option, may pay any amount due or do any other act or thing required of Lessee by the terms of this Lease, and all amounts so paid or other acts so done by such Approved Leasehold Mortgagee shall be as effective to cure such default as the same would have been if paid or done by Lessee.
 - ii. An Approved Leasehold Mortgagee shall not become liable for Lessee's obligations under this Lease unless and until such Approved Leasehold Mortgagee becomes the

owner of the leasehold estate established hereby by foreclosure, assignment in lieu of foreclosure or otherwise, or if such Approved Leasehold Mortgagee gives notice to Lessor that such Approved Leasehold Mortgagee will assume Tenant's obligations under this Lease. An Approved Leasehold Mortgagee shall remain liable for the obligations of Lessee under this Lease only for so long as it remains the owner of the leasehold estate established hereby.

- iii. If any default or event of default occurs under an Approved Leasehold Mortgage, the Approved Leasehold Mortgagee and Lessee shall immediately notify Lessor of the same in writing.
- iv. If a non-monetary default by Lessee under this Lease is susceptible of being cured by an Approved Leasehold Mortgagee only after such Approved Leasehold Mortgagee has obtained possession of the Premises, then an Approved Leasehold Mortgagee shall have an additional period not to exceed thirty (30) days to cure a non-monetary default after obtaining possession of the Premises; provided, however, that (i) such Approved Leasehold Mortgagee initiated all necessary actions to obtain possession of the Premises, including the initiation of foreclosure proceedings under its Approved Leasehold Mortgage, within thirty (30) days after the earlier of the date on which such Approved Leasehold Mortgagee became aware of such non-monetary default or the date on which such Approved Leasehold Mortgagee received notice from Lessor of such non-monetary default; (ii) such Approved Leasehold Mortgagee shall have pursued such actions with reasonable diligence; (iii) such Approved Leasehold Mortgagee, within any applicable cure period provided in this Lease, shall have paid all Rent and other sums then due to Lessor under this Lease; and (iv) such Approved Leasehold Mortgagee shall have cured any other defaults by Lessee under this Lease that are susceptible of being cured by such Approved Leasehold Mortgagee without obtaining possession of the Premises. Notwithstanding the foregoing, the rights granted to an Approved Leasehold Mortgagee in this Article shall not impair any right granted to Lessor in this Lease (a) to perform any obligations under this Lease that Tenant is required, but fails, to perform, and (b) to obtain reimbursement from Lessee of Lessor's costs and expenses incurred in so performing and, subject to rights granted to an Approved Leasehold Mortgagee, to declare an Event of Default if Lessee fails so to reimburse within any applicable cure period.
- v. Lessee shall be permitted to finance the design, construction and operation of the Lessee Improvements through a Private Activity Bond ("PAB"). Lessor shall provide customary consents and all related approvals required in connection with a PAB issuance and leasehold mortgage as part of the PAB financing program, which will be provided at Lessee's sole cost and expense. Any lien created to secure such financing or any other debt undertaken by Lessee shall be secured by Lessee's leasehold interest in the Lease and the Lessee constructed Improvements and shall not be secured by the fee interest in the Premises. IT IS UNDERSTOOD AND AGREED THAT LESSEE'S FINANCING OF THE LESSEE CONSTRUCTED IMPROVEMENTS THROUGH PAB IS SOLELY THE DEBT OF LESSEE AND SHALL NOT RESULT IN ANY FINANCIAL BURDEN OR OBLIGATION OF THE LESSOR IN ANY MANNER, INCLUDING ANY COST OR EXPENSE ASSOCIATED WITH THE TEFRA HEARING OR ANY OTHER CONSENT OR APPROVAL REQUIRED TO BE PROVIDED BY LESSOR. Lienholders through PAB financing described herein shall

be included within the definition of Approved Leasehold Mortgagee. Lessee shall be responsible for payment of all of Lessor's costs and expenses, including reasonable attorneys' fees and expenses, incurred in reviewing any proposed PAB and related approvals and consents.

- vi. If this Lease is terminated for Lessee's breach before the end of the Term, for any reason other than a default that has not been cured by Lessee or Approved Leasehold Mortgagee within the period specified, including, without limitation, as a result of a rejection or disaffirmation of the Lease in a bankruptcy, insolvency or other proceeding affecting creditor's rights then Lessor shall provide a copy of the termination notice to the Approved Leasehold Mortgagee. Upon the written request of Approved Leasehold Mortgagee made any time within thirty (30) days after the receipt of such notice from Lessor, Lessor shall agree to enter into a new lease of the Premises with Approved Leasehold Mortgagee for the remainder of the Term of the Lease upon the same covenants, conditions, limitations and agreements contain in the Lease, except for such provisions which must be modified to reflect any such termination, rejection or disaffirmance and the passage of time, provided, that, in the event of any such termination, rejection or disaffirmance, Approved Leasehold Mortgagee (or such successor or assign) (A) shall pay to Lessor, simultaneously with the delivery of such new lease, all unpaid amounts due under the Lease up to and including the date of the commencement of the term of such new lease and all reasonable and substantiated expenses incurred by Lessor to prepare such new lease, and (B) otherwise shall cure all other defaults under the Lease promptly and with due diligence after the delivery of such new lease. If Lessor does not enter into a new lease with the Approved Leasehold Mortgagee, then the Approved Leasehold Mortgagee shall immediately remove all trade fixtures and other personal property from the Premises and repair to Lessor's reasonable satisfaction, any damage caused to the Premises by the removal. The Approved Leasehold Mortgagee shall not remove or tamper with any improvement on the Premises.
- vii. Lessee's present and future Approved Leasehold Mortgagee and any present and future mortgagees or similar beneficiaries are intended third party beneficiaries to this section. As third-party beneficiaries, they are entitled to the applicable rights under and may enforce the provisions of this Article of the Lease as if they were parties thereto.
- viii. Nothing contained herein shall release Lessee from any of its obligations under this Lease that may not have been discharged or fully performed by an Approved Leasehold Mortgagee.
- e. Change in Control of Lessee. For the purposes of this Section, a change in the control of the Lessee shall constitute an Assignment of this Lease. A change in the control of the Lessee shall be deemed to occur in the event that at any time subsequent to the date of execution of this Lease, the beneficial owners of the Lessee as of the date of execution of this Lease own less than fifty-one (51%) percent of the Lessee. A transfer of beneficial ownership of Lessee shall not constitute an impermissible Assignment of the Lease if the transfer is to a Lessee Affiliate.
- f. Effect of Improper Assignment or Sublease and Non-Release of Lessee. An Assignment of this Lease, or any rights of Lessee hereunder, or the Sublease, except for as expressly provided in Section 17(b), of all or substantially all of the Premises, without Lessor's prior written consent,

shall be null and void and shall entitle the Lessor, at its option, to forthwith terminate this Lease upon written notice to Lessee. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to an Assignment or Sublease shall not be deemed to be a consent to any subsequent Assignment or Sublease.

- g. Assignor's Continuing Liability. On the effective date of any Assignment by the Lessor as provided herein, the assignee shall be bound by all the terms, conditions and provisions of this Lease, and shall be obligated to perform all of the covenants and obligations of the Lessee hereunder. Upon expiration of a period of two (2) years from the effective date of such Assignment, the Lessee shall, without any further action required of Lessor, be released from all covenants and obligations set forth herein that arose or first accrued after the date of such release, and shall no longer be bound by the terms, provisions and conditions of this Lease; provided, however, that such release shall not become effective if, and for so long as, default on the part of the Lessee (or assignee) exists under this Lease. During the period during which the Lessee remains liable for the assignee's liabilities hereunder, the Lessor shall give the Lessee a copy of any notice of default sent to the assignee. Failure to give the Lessee a copy of the notice of default shall not prevent the Lessor from exercising all remedies against the assignee.
- h. Lessee Not Released. No approval by the Lessor to subleasing by the Lessee of all or a portion of the Premises shall in any way relieve the Lessee of any of its obligations to the Lessor set forth or arising under this Lease.
- i. Lessor's Right to Collect Rent. If the Lessee assigns this Lease or sublets (except as expressly provided herein) all or any portion of the Premises in violation of this Section 17, the Lessor may collect from any assignee, sublessee or anyone who claims a right to this Lease or who occupies the Premises any charges or fees payable by it and may apply the net amount collected to the rent payable hereunder. No such collection shall be deemed a waiver by the Lessor of the agreements contained in this Section nor of acceptance by the Lessor of any Assignee, claimant or occupant, nor as a release of the Lessee by the Lessor from the further performance by the Lessee of the agreements contained herein.

17. Damage or Destruction

- a. Duty to Reconstruct. If the Premises are damaged or destroyed during the term of this Lease, Lessee shall, except as hereinafter provided, diligently repair or rebuild the Premises to substantially the condition which existed immediately prior to such damage or destruction. Notwithstanding the foregoing, nothing herein shall require Lessee to reconstruct in the event such damage or destruction was caused by Lessor or officers, employees or agents of Lessor's negligence and/or willful misconduct.
- b. Substantial Destruction. If the Improvements or any part of them is damaged or destroyed to the extent that Lessee's licensed architect or civil engineer determines in writing that Lessee cannot, with reasonable diligence, fully repair or restore the Improvements within one hundred eighty (180) days after the date of the damage or destruction, Lessee shall have the option to terminate this Lease. Lessee shall notify Lessor of its determination, in writing, within ninety (90) days after the date of the damage or destruction. In the event the Improvements are not reconstructed Lessee shall remove the damaged Improvement and debris resulting therefrom and restore the surface condition of the Premises to a condition reasonably agreed to by the parties and this Lease will terminate on the date such surface condition reconstruction is

completed. All insurance proceeds shall be payable to Lessee in the event the Improvements are not reconstructed, provided Lessee shall have complied with the provisions of this Subsection.

- c. Rent. Rent shall not abate during the period the Improvements are being removed, repaired or reconstructed.

18. Lessee's Default and Lessor's Remedies

- a. Lessee's Defaults. Each of the following shall constitute a default of Lessee ("Default"):

- i. Lessee's failure to pay rental or any other amount due hereunder within ten (10) days after written notice of past-due rent is received by Lessee; provided, however, that if within the preceding twelve (12) month period, the Lessor has given the Lessee two (2) or more notices of past-due rent, then no further notice or demand from the Lessor for payment shall be necessary;
- ii. Lessee's failure to perform or observe any other obligation imposed hereunder after a period of thirty (30) days after Lessor gives notice to Lessee setting forth in reasonable detail the nature and extent of the failure (provided however that the Lessee shall immediately cure such default if a hazardous condition exists and provided further that, in the event of a non-hazardous, non-monetary default which cannot reasonably be cured within thirty (30) days, the Lessee shall not be deemed in default if within the thirty (30) day period following Lessor's notice the Lessee commences to cure such default and thereafter diligently prosecutes such cure to completion);
- iii. Lessee's abandoning or vacating the Premises;
- iv. Any proceedings under the United States Bankruptcy Code or any amendment thereto shall be commenced by or against Lessee and, if against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization;
- v. Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors;
- vi. If a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of sixty (60) days after his appointment; or
- vii. Lessee makes any Assignment prohibited by the provisions of this Lease; then such an event shall be deemed to constitute a breach of this Lease by Lessee and Lessor may, with notice to Lessee, terminate this Lease and all rights of Lessee in and to the Premises and also the rights of any and all persons claiming under Lessee.

- b. Remedies. Following the applicable cure period, Lessor, in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Lessee commits a Default under Subsection (a):

- i. Terminate this Lease by giving no less than thirty (30) days advance written notice thereof to Lessee, and Lessee shall then peaceably surrender the Premises to Lessor, except that in the case of a monetary default, no written notice is required;
 - ii. Enter and take possession of the Premises with process of law and remove Lessee, with or without having ended this Lease; and
 - iii. Lessee waives claims for damages by reason of Lessor's re-entry or repossession and for damages by reason of any legal process.
- c. No Surrender. Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance or surrender of the Premises by Lessee. A surrender must be agreed to in writing and signed by both parties.
- d. Rent. If, because of Lessee's Default, Lessor terminates this Lease or Lessee's right to possess the Premises, Lessor may hold Lessee liable for rent and additional charges accruing to the date this Lease terminates. Lessee shall also be liable for rental and other amounts that would otherwise have been payable by Lessee during the remainder of the then existing term had there been no Default, reduced by any sums Lessor receives by reletting the Premises during the term.
- e. Other Expenses. In the event of Default, Lessee shall be liable for and shall pay and hold Lessor harmless from all reasonable costs, expenses and attorneys' fees incurred by Lessor on account of Lessee's Default, which sums shall become due and payable immediately upon written demand. Such costs and expenses shall include but not be limited to the cost of removing and storing Lessee's property and the cost of repairs, alterations and remodeling necessary to put the Premises in the condition existing immediately following construction of the Improvements, reasonable wear and tear excepted.

19. Lessor's Default's and Lessee's Remedies

In the event that Lessor fails to perform all of its obligations or fails to comply with any of its covenants set forth in this Lease, the Lessor shall be deemed to be in default. Upon default of the Lessor, the Lessee shall give the Lessor written notice thereof. If the Lessor fails to cure such default within thirty (30) days, the Lessee shall be entitled to terminate this Agreement upon thirty (30) days advance notice. This right to terminate is in addition to all other remedies available in law or equity.

In the event of a default by the Lessor which cannot reasonably be cured within thirty (30) days, the Lessor shall not be deemed to be in default if within such thirty (30) days the Lessor commences to cure such default and thereafter diligently prosecutes such cure to completion.

20. Reservation of Aviation Easement and Aerial Approach

- a. Covenant Not to Erect. Lessee hereby covenants and agrees that the Lessee will not hereafter cause or permit the erection or location of any structure or object upon the Premises to a height which would penetrate the imaginary surfaces described in Part 77a of the Federal Aviation Regulations without the express approval of the Federal Aviation Administration.
- b. Covenant to Remove. Lessee covenants to take any action within its control to prevent the erection or growth of any structure, tree or other object into the air space above the Premises at or above the elevation described in Subsection (a), and to abate and remove from such air space any and all

structures, trees, or other objects that may at any time project or extend above the Premises at such elevations unless expressly approved by the Federal Aviation Administration.

- c. Grant of Easement and Rights to Lessor. Lessee grants and conveys to the Lessor its agents, contractors, servants, and employees an initial and continuing right and easement to take any action necessary to prevent the erection of any structure or other object into the air space above the Premises at or above the elevation described in Subsection (a), any and all structures or other objects that may at any time project or extend above the Premises at such elevations, together with the right upon reasonable notice to ingress to, egress from, and passage over the Premises, for such purposes. Lessee grants and conveys to the Lessor, its agents, contractors, servants, and employees an initial and continuing right and easement to abate and remove from such air space, any and all structures or other objects that may at any time project or extend above the Premises together with the right to ingress to, egress from, and passage over the Premises, for such purposes, provided Lessor has given Lessee not less than twenty-one (21) days written notice of its intention to abate and remove such structures or other objects and Lessee has failed to complete abatement and removal within such time. One hundred ten percent (110%) of the cost of all expenses associated with the abatement and removal from such air space of structures or other objects shall be the responsibility of Lessee.
- d. Grant of Easement and Rights to Public. Lessee further grants unto the Lessor, its successors, and assigns, for the benefit of the general public at large, an easement and a continuing right of way for the free and unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the Premises at and above the elevation described in Subsection (a).
- e. Covenant to Prevent Electronic Interference. Lessee shall not hereafter use or permit or suffer use of the premises in such manner as to create electrical or electronic interference with radio transmission and reception between radio-communications and air-navigation installations on or in the Airport and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to result in the glare in the eyes of flyers using the Airport, or as to impair the visibility in the vicinity of the Airport (e.g., by discharge of particular matter), or as otherwise to endanger the landing, takeoff, or maneuvering of aircraft.
- f. Aerial Approach. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

21. Limitations of Rights and Privileges Granted

Except for the exclusive right of the Lessee to possession and quiet enjoyment of the Premises for the purposes described herein and the right of ingress and egress thereto, no rights of any kind or type at the Airport are granted by this Lease including any exclusive right within the meaning of 29 USCS § 40103(e), and other applicable sections of the Federal Aviation Act, as amended, and no greater rights or privileges with respect to the use of the Premises or any part thereof are granted or intended to be granted to the Lessee by this Lease, or by any provision hereof, than the rights and privileges expressly and specifically granted hereby.

22. Condemnation

In the event the Premises or any part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Lease or sold to such authority in lieu of a taking (collectively, a "Condemnation"), any award shall be paid to the Lessor, it being understood that title to all real property and all improvements thereon shall be fully vested in the Lessor free and clear of any liens and encumbrances. Notwithstanding the foregoing, the Lessee shall be entitled to any award for the value of the unexpired portion of the term of this Lease and Lessee shall be entitled to an amount equal to the unamortized cost (as reflected on the books of Lessee) of the Improvements and any other buildings, structures or fixtures constructed or installed on the Premises by the Lessee with the approval of Lessor. In any event, the Lessee, consistent with its rights under applicable law, may appear in any condemnation proceeding and recover damages for loss of the Lessee's personal property and moving expenses, if any, arising from such condemnation. Rental for that portion of the Premises condemned shall be abated from the date that the Lessee is dispossessed therefrom. If all of the Premises is condemned, or if only a portion of the Premises is condemned and the remaining portion of the Premises does not in the Lessee's reasonable judgment constitute an economically viable property sufficient for Lessee's Business and operations as conducted prior to such taking, this Lease may be terminated by the Lessor or the Lessee upon written notice to the other in which event all of the Lessee's rights and unaccrued obligations hereunder shall be extinguished.

23. Subordination

This Lease is and shall be subordinate to existing and future agreements between the Lessor, the City of Prospect Heights, and/or the Village of Wheeling and the United States or the State of Illinois relative to the operation, management, planning, development or maintenance of the Airport.

24. Rates and Charges; Operation of Airport

The Lessor acknowledges and affirms grant assurances given by Lessor to the Federal Aviation Administration that each other operator at the Airport shall be subject to the same rates, rentals and other charges as are uniformly applicable to all other operators making the same or similar uses of the Airport and utilizing the same or similar facilities. The Lessor covenants and agrees that during the Term of this Lease the Lessor will operate the Airport as such in accordance with industry standards for the use and benefit of the public; provided, however, that the Lessor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

26. National Emergency

In the event possession of the Premises and the Improvements thereon is assumed by the United States of America under any emergency powers, the rent due under this Lease shall abate for the period of such possession. In such event, the Lessee shall not be responsible for any of the other covenants in this Lease until possession by the United States of America shall terminate. Further, in the event that Lessee shall be reimbursed by the United States of America for its assumption of possession, then the rental provisions of this Lease shall remain in effect; provided, however, that if said reimbursement is less than the amount of rent and other payments herein provided, the Lessee shall be required to pay to the Lessor only such amount of reimbursement as it shall receive from the United States of America.

27. F.A.A. and Airport Instruments

The Federal Aviation Administration and the Lessor are hereby granted the right and privilege by the Lessee to place on and around the Premises, without cost to the Lessee, whatever instruments and equipment they desire during the term of this Lease, so long as said instruments or equipment do not interfere with the intended use of the Premises by the Lessee or the right of ingress or egress to and from the Premises by Lessee, its tenants, guests, business invitees or the public at large.

28. Laws, Rules, Regulations, Ordinances and Environmental Laws

- a. Laws, Rules, Regulations and Ordinances. During the term of this Lease, Lessee agrees to abide by all applicable laws, ordinances, rules and regulations established by the United States of America, State of Illinois, County of Cook, City of Prospect Heights, Village of Wheeling, Chicago Executive Airport, Federal Aviation Administration or its successors or the Division of Aeronautics of the Department of Transportation of the State of Illinois or its successors, including all amendments thereto ("Regulations") presently in force or that may be enacted during the term of this Lease. The Regulations are hereby incorporated into this Lease. The occupancy and use by Lessee of the Premises and the rights herein conferred upon Lessee shall be subject to valid rules and regulations as are now or may hereafter be prescribed by the Lessor to the lawful exercise of its powers; provided, however, that no such rule or regulation shall be of such nature as to interfere with or cause any derogation or infringement with or upon the rights or privileges herein in this Lease granted to Lessee. Lessee shall keep all equipment necessary in the conduct of its operations in good and safe operating condition, meeting all insurance codes; and secure all licenses and permits required for the operation of its business, operations and equipment. Lessee shall provide Lessor upon request copies of all licenses and permits required for conduct of its operations.

Nothing herein shall be construed as estopping or preventing the Lessee from contesting, in good faith, the validity or applicability to the Lessee's operations hereunder of any such law, ordinance, rule, or regulation, and the Lessee shall be entitled to exhaust any appeal rights in connection with such challenge.

- b. Environmental Laws. Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws, statutes, regulations or ordinances of any type, kind or sort (any amendments thereto) which may affect Lessee's operations upon the Premises during the term of this Lease (or any extension thereto).

No goods, merchandise or material shall be kept, stored or sold in or on the Premises which are explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon except for those moving in transport or necessary to engage in those activities expressly permitted in this Lease which are in compliance with all regulations governing the transportation and storage of such materials; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon. Nothing shall be done on the Premises, other than as provided for in this Lease, which will increase the rate of or suspend the insurance upon said Premises or to structures of Lessor. If Lessee causes any hazardous or toxic materials or substance to be spilled or placed at any time in, under or about the Premises in quantities which either: (1) exceed permissible levels as defined by any applicable governmental rule, order, statute, regulation or other governmental requirement, as then in effect; or (2) pose a threat to the health and/or safety of any employee, customer and/or invitee of either Lessor or Lessee, Lessee shall at Lessee's expense, properly remove and dispose of or otherwise remedy, as the case may require, the same. If more than one such governmental requirement shall apply, Lessee shall comply with the most stringent of such requirements.

Lessee also specifically warrants that it shall immediately notify Lessor of (a) any correspondence or communication from any governmental entity regarding the application of environmental laws to the Premises, or Lessee's operations upon the Premises, and (b) any change in Lessee's operation upon the Premises that would change or has the potential to change Lessee's or Lessor's obligations and/or liabilities under any environmental laws, statutes, regulations or ordinances of any type, kind or short (and any amendments thereto).

In addition, Lessee covenants and agrees to indemnify and hold harmless Lessor, its employees, agents, successors and assigns from and against any and all loss, damage and expense (including, but not limited to, reasonable investigation, legal fees and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, or any and all claims or actions brought by any person, firm, governmental body or other entity, alleging or resulting from or arising from or in connection with contamination of or adverse effects upon the environment, or in violation of any environmental law or other statute or ordinance, rule, regulation, judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs and penalties assessed as a result of any activity or operation on the Premises during the term of this Lease; provided, however, Lessor shall indemnify, defend and hold harmless Lessee, its employees, agents, successors and assigns from and against any and all loss, damage and expense (including, but not limited to, reasonable investigation, legal fees and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, or any and all claims or actions brought by any person, firm, governmental body or other entity, alleging or resulting from or arising from or in connection with contamination of or adverse effects upon the environment, or in violation of any environmental law or other statute or ordinance, rule, regulation, judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs and penalties assessed as a result of any activity or operation on the Premises prior to Lessee's operation of the Premises under this Lease. Lessee's and Lessor's obligations and liabilities under this Subsection shall continue for so long as Lessor or Lessee bears any potential liability or responsibility under any environmental laws for any activity or operation on the Premises during the Term of this Lease.

Lessor shall have the right to immediately seek to enjoin any such conduct, actions or operations of Lessee upon the Premises which may cause or have the potential to cause or raise the substantial likelihood that violations of any such environmental laws, statutes, ordinances, regulations, etc. will be violated.

Notwithstanding the foregoing, Lessee shall not be responsible for indemnifying Lessor for the consequences of any act or omission of any other tenant, licensee or invitee of Lessor or any other commercial operator at the Airport who enters upon the Premises unless such party is requested or permitted to do so by Lessee.

29. Surrender of Premises by Lessee

Upon the expiration or other termination of the term of this Lease or a portion thereof for any reason, Lessee shall quit and surrender the Premises to the Lessor broom clean, in good order and condition, ordinary wear excepted, and Lessee shall remove all of its property and ownership of all Improvements on the Premises shall immediately vest in Lessor. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Lessee shall be liable for all expenditures incurred for breach of this covenant, including, but not limited to, attorneys' fees and other costs.

30. Right of Entry Reserved

The Lessor, through its agents, employees, representatives, and contractors, shall have the right at reasonable times and upon reasonable notice to Lessee, to enter in, upon, and under all portions of the Premises to make ordinary inspections, to observe the performance by Lessee of its obligations under this Lease, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Premises, to undertake other non-emergency activities or do any other act or thing which the Lessor may be obligated or have the right to do under this Lease or otherwise. Provided, however, that nothing in this Section shall be construed to limit or diminish the Lessor's right of entry at any time in the event of an emergency.

Unless specifically provided in this Lease, no abatement of any payments by the Lessee shall be claimed by or allowed to the Lessee by reason of the exercise by the Lessor of any of the rights set forth in this Section or in any other provision of this Lease.

Nothing herein is intended or shall be construed to obligate the Lessor to construct, maintain, repair, replace alter, add to, or impose the Premises or any portion thereof, or to impose upon the Lessor any liability for any failure to do so.

31. Financial Reports

Lessee covenants to furnish the Executive Director, upon request and within ninety (90) days of the end of its fiscal year, a statement of gross receipts and all reports of payment of any applicable taxes for operations conducted solely within the confines of the Chicago Executive Airport.

32. Security

Lessee hereby acknowledges that Lessor is required by 49 C.F.R. Part 1542, as it may be amended from time to time ("Part 1542"), to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft ("AOA"), and/or the Security Identification Display Area as defined in Part 1542 ("SIDA"). Lessee also acknowledges that Lessor has met said requirements by developing an Airport Security Program ("ASP") for the Airport. Lessee warrants, covenants, and agrees to be fully bound by and immediately responsive to the requirements of Part 1542 and the ASP in connection with Lessee's exercise of the privileges granted hereunder. Lessee, at its own cost, shall cause facilities and procedures to be prepared, satisfactory to Lessor, designed to prevent and deter persons and vehicles from unauthorized access to the SIDA and/or the AOA from and through the Premises in accordance with the provisions of Part 1542 and the ASP. Lessee acknowledges that its security procedures and facilities on the Premises shall include but not be limited to: (i) fencing and locked gates; (ii) Lessor-approved badging, badge display, escort and challenge procedures applicable to persons authorized to enter the SIDA and/or the AOA; (iii) an electronic entry control system or a manned guard system where gates or doorways cannot reasonably be controlled by locks; and (iv) other facilities and procedures as may be required to control the entrance of persons and vehicles onto the SIDA and/or AOA. Lessee shall not do or permit its agents, invitees, servants or employees to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, including without limitation Part 1542 or the ASP, as they may be amended from time to time. Lessee shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that Lessee's agents, invitees, servants and employees are in compliance with all security requirements. Lessee shall be responsible for all costs associated with obtaining such badge and/or access privileges. If a prohibited incursion into the AOA occurs, or if the safety or security of the AOA or other sterile area is breached by or due to the negligence or willful act or omission of Lessee or any of its agents, invitees, servants or employees, and such incursion or breach results in a civil penalty action being brought

against Lessor by the U.S. Government, Lessee shall reimburse Lessor for all expenses, including without limitation reasonable attorneys' fees and litigation expenses, incurred by Lessor in defending against the civil penalty action and for any civil penalty or settlement amount paid by Lessor as a result of such action or inaction, incursion or breach. Lessor shall notify Lessee of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government related to action or inaction of Lessee.

33. General Provisions

- a. Incorporation of Primary Guiding Documents. The Primary Guiding Documents as may be amended from time to time are hereby incorporated herein and made part of this Lease. In the event of any inconsistencies, the higher or more restrictive standard shall apply.
- b. Integration. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto with respect to the subject matter contained herein, verbal or otherwise, other than as set forth in this Lease including the exhibits hereto. All additions, changes or deletions herein were made prior to execution by either party, except that additions, changes or deletions made after execution by one party and before execution by the other shall be marginally initialed by both parties.
- c. Severability. The provisions of this Lease are severable and it is the intention of the parties hereto that if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.
- d. Headings. The headings of the several articles, paragraphs and sections of this Lease are inserted only as a matter of convenience, and they in no way define, limit, or describe the scope of intent of any provision of this Lease, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- e. Community Event. Each year, Lessor holds a Community Event ("Event") on a Saturday during the summer/fall timeframe. Lessee hereby agrees that it will allow Lessor to utilize the Premises, excluding any access to any hangars, the day of the Event for parking, staging and viewing. The Event coincides with airfield maintenance. Lessor shall provide Lessee reasonable notice of the Event and shall (1) return the Premises to the same condition as they were in prior to the Event; and (2) defend, indemnify and hold Lessee harmless against all claims, demands, actions, causes of action, suits, damages, judgments, orders, decrees, costs and expenses, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and cost of suit) for property damage, personal injury, liability or death which shall occur arising out of or occasioned by Lessor's use of the Premises during the Event.
- f. Notices. All notices, consents, demands, approvals, and requests which are required or permitted to be given by either party to the other pursuant to any provision of this Lease shall be in writing and delivered personally (including delivery by a regular messenger or courier service), by overnight express delivery, United States mail, or by email. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt requested, postage prepaid and shall be deemed delivered upon receipt. Personally delivered notices, emailed notices and notices delivered by overnight delivery shall be deemed delivered at the time of actual delivery

or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery, and email shall be deemed delivered upon confirmation of sending. The notice addresses of the parties are as follows:

If to the Lessor:

Executive Director
Chicago Executive Airport
1020 S. Plant Road
Wheeling, IL 60090
Email: finance@chiexec.com

With a copy to:

AGHL Law, LLC
Attn: Thomas J. Lester
839 N. Perryville Rd. Suite 200
Rockford, IL 61107
tlester@aghllaw.com

If to Lessee:

PWK Hangars LLC
c/o Sky Harbour LLC
136 Tower Road, Suite 205
Westchester County Airport
West Harrison, NY 10604
Attn: Alex Saltzman, Chief Operating Officer
asaltzman@skyharbour.group
Attn: Alison Squicciarro, In House Counsel
asquicciarro@skyharbour.group

With copy to:

Sky Harbour
132 Lee Duggan Drive
Sugar Land, TX 77498
Attn: Eric Stolpman
estolpman@skyharbour.group

Any party may change its notice address from time to time upon written notice given under this Lease to the other party.

- g. Applicable Law. This Lease is entered into, is to be performed, and shall be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the conflicts of law principles of the law of such state or of any other state.

- h. Waivers. Any term, provision or condition of this Lease may be waived in writing at any time by the party which is entitled to the benefits of such term, provision or condition. No waiver of any term, provision or condition of this Lease shall be deemed to be or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year written below.

LESSOR:

CHICAGO EXECUTIVE AIRPORT

By: Jamie Dunne
Its: Chairman

Date: _____

ATTEST: _____

By: _____

Its Secretary

LESSEE:

PWK HANGARS LLC
A Delaware Limited Liability Company

By: _____

Title: _____

Date: _____

PKW HOME BASE CAMPUS
1089-1097 S MILWAUKEE AVE
WHEELING, IL 60090

OVERALL SITE PLAN

TYPICAL APRON POC PAVEMENT SECTION

ITEM	DESCRIPTION	QUANTITY	UNIT
1	4" ASPHALT	1,200	SQ YD
2	4" CONCRETE	1,200	SQ YD
3	4" GRANULAR FILL	1,200	SQ YD
4	4" GRANULAR FILL	1,200	SQ YD
5	4" GRANULAR FILL	1,200	SQ YD
6	4" GRANULAR FILL	1,200	SQ YD
7	4" GRANULAR FILL	1,200	SQ YD
8	4" GRANULAR FILL	1,200	SQ YD
9	4" GRANULAR FILL	1,200	SQ YD
10	4" GRANULAR FILL	1,200	SQ YD
11	4" GRANULAR FILL	1,200	SQ YD
12	4" GRANULAR FILL	1,200	SQ YD
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77	4" GRANULAR FILL	1,200	SQ YD
78	4" GRANULAR FILL	1,200	SQ YD
79	4" GRANULAR FILL	1,200	SQ YD
80	4" GRANULAR FILL	1,200	SQ YD
81	4" GRANULAR FILL	1,200	S

EXHIBIT B

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN SKY HARBOR/AVIATION PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 1 AND 2 IN GEORGE STRONG'S SUBDIVISION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 2025 AS DOCUMENT NUMBER 2529427013; AND ALSO THAT PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 IN SAID SKY HARBOUR / AVIATION PLAZA RESUBDIVISION; THENCE SOUTH 65 DEGREES 23 MINUTES 50 SECONDS WEST, ON THE SOUTH LINE OF SAID LOT 2, 110.12 FEET; THENCE NORTH 26 DEGREES 58 MINUTES 57 SECONDS WEST, 43.74 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A 35.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, AN ARC LENGTH OF 54.98 FEET, THE CHORD OF SAID CURVE BEARS NORTH 71 DEGREES 58 MINUTES 57 SECONDS WEST, 49.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 01 MINUTES 03 SECONDS WEST, 800.67 FEET; THENCE NORTH 67 DEGREES 24 MINUTES 17 SECONDS WEST, 201.04 FEET; THENCE NORTH 26 DEGREES 58 MINUTES 57 SECONDS WEST, 57.45 FEET; THENCE SOUTH 63 DEGREES 01 MINUTES 03 SECONDS WEST, 147.28 FEET; THENCE NORTH 26 DEGREES 58 MINUTES 57 SECONDS WEST, 405.50 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A 45.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, AN ARC LENGTH OF 70.68 FEET, THE CHORD OF SAID CURVE BEARS NORTH 18 DEGREES 00 MINUTES 50 SECONDS EAST, 63.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 63 DEGREES 01 MINUTES 03 SECONDS EAST, 1050.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A 55.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, AN ARC LENGTH OF 86.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 71 DEGREES 58 MINUTES 57 SECONDS EAST, 77.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 26 DEGREES 58 MINUTES 57 SECONDS EAST, 632.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A 25.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, AN ARC LENGTH OF 38.23 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 70 DEGREES 47 MINUTES 33 SECONDS EAST, 34.61 FEET TO A POINT OF TANGENCY; THENCE NORTH 65 DEGREES 23 MINUTES 50 SECONDS EAST, 50.57 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 24 DEGREES 36 MINUTES 32 SECONDS EAST, ON SAID EAST LINE, 31.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 16.616 ACRES MORE OR LESS

EXHIBIT C

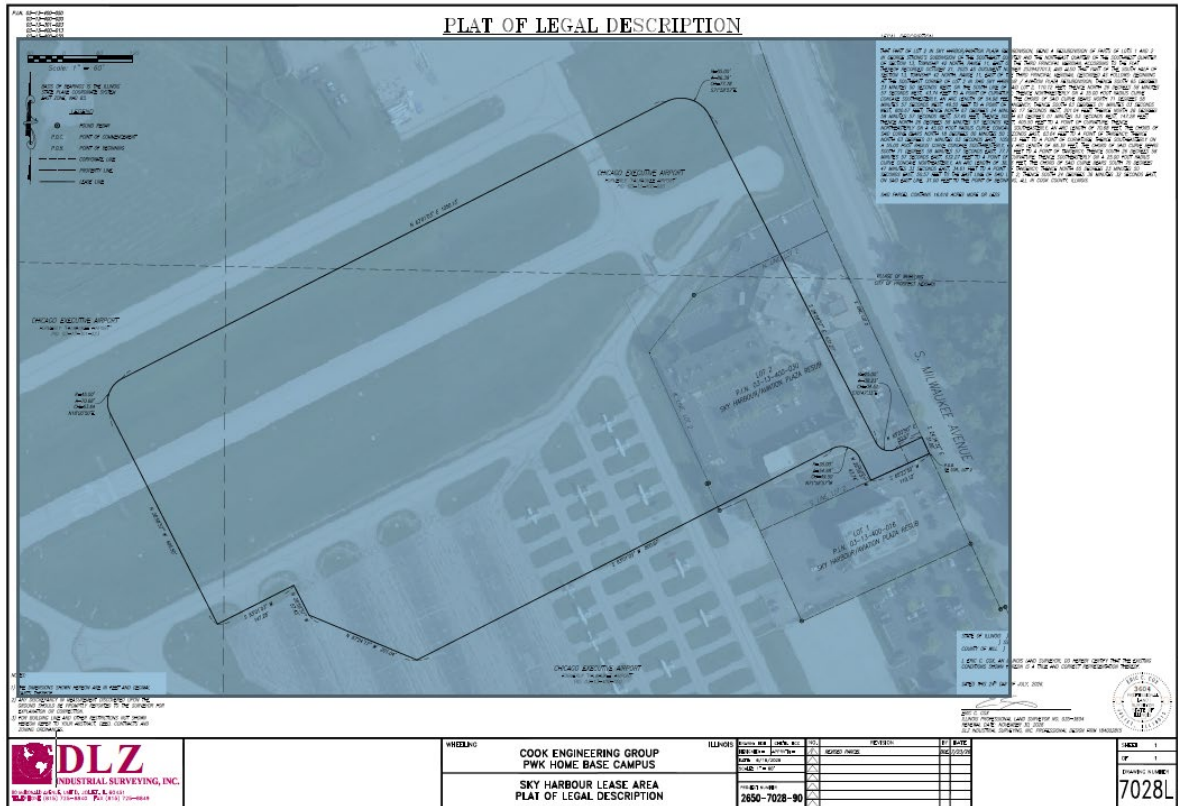


EXHIBIT D

INSURANCE REQUIREMENTS

Liability Insurance. Lessee shall, at Lessee's expense, during the term of this Lease maintain an insurance policy or policies providing contractual and comprehensive general liability insurance coverage for Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall provide combined single limit coverage in an amount of not less than \$25,000,000 for injury to or death of one or more persons. Such insurance shall further protect Lessor and Lessee against liability for property damage of at least \$100,000. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. The Lessor reserves the right to increase the minimum limits of coverage amounts by an appropriate amount when in the Lessor's reasonable opinion the risks attendant to the Lessee's operations under the Lease have increased. Such insurance shall include the following coverages: Premises - Operations; Independent Contractor and Subcontractors; Products and Completed Operations; and Broad Form Contractual. Location of operation shall be "All locations in Cook County, Illinois." In addition, Lessee shall comply with all insurance requirements set forth in the Minimum Standards, as may be amended by Lessor from time to time.

Property Insurance. Lessee shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Improvements in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). Lessee may obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the fixtures, inventory, and other contents of Lessee situated in the Improvements, and loss of earnings should fire, water damage (from bursting pipes or leakage) or other casualty loss occur. Lessee shall look to its own respective insurance coverage for recovery of any damage to the fixtures, inventory, or other contents of the Improvements and loss of earnings, and Lessee hereby waives against Lessor, to the extent such waiver does not invalidate any insurance coverage, any and all claims or demands of whatsoever nature for damage, loss or injury to the fixtures, inventory, or other contents situated in the Improvements which shall be caused by or result from fire, water damage or other perils, events or happenings insured.

Environmental Insurance. During the term of this Lease Lessee shall either (a) maintain in full force and effect a policy or policies of insurance covering loss or damage arising from an unintended discharge of fuel or other petroleum products on and from the Premises, with combined single limit coverage in an amount of not less than \$1,000,000, in a form and issued by a company or companies satisfactory to Lessor, or (b) provide evidence satisfactory to the Airport Manager that all underground storage tanks located on the Premises are operated, maintained, permitted and registered in a manner to qualify for coverage under the Leaking Underground Storage Tank Program established by the Illinois General Assembly in Title XVI of the Illinois Environmental Protection Act, or some equivalent program, and that such program is in the reasonable judgment of the Airport Manager funded at a level to assure adequate protection to Lessor from damages and claims which may arise from unintended discharges of fuel and other petroleum products on and from the Premises.

Certificates of Coverage. Each policy of insurance obtained under this Lease by the Lessee shall provide that it may be canceled only upon thirty (30) days written notice to the Lessor in accordance with the provisions of Section 9 of this Lease. Each such policy shall also provide that it shall not be invalid to the Lessor because of act or neglect of the Lessee. A certificate evidencing such policy shall be delivered to the Lessor prior to the Commencement Date of this Lease and shall be available for inspection by Lessor at any time during the term of this Lease. Each policy shall be renewed in a certificate evidencing the new policy shall be deposited with the Lessor at least seven (7) days prior to the expiration of the old policy. Upon failure of Lessee to furnish, deliver and maintain such insurance as provided, the Lessor may obtain such insurance and charge Lessee as additional rental, the cost of the insurance plus all appropriate attorney's fees, administrative charges and incidental expenses associated with the transaction. Failure of Lessee to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Lessee from any liability under this Lease, nor shall the insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification. Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interests which it deems advisable or necessary.

Increase in Required Insurance Coverage: Lessee acknowledges that the amounts and types of insurance coverage required above are subject to review by the Lessor. The Lessee acknowledges and agrees that the Lessor hereby reserves the right to require such additional insurance coverage as Lessor shall determine is reasonably necessary from time to time to adequately protect the interests of the Lessor and Lessee.

**CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO. 26-020

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED:

**A RESOLUTION APPROVING THE NET GROUND LEASE AGREEMENT BETWEEN
CHICAGO EXECUTIVE AIRPORT AND NETJETS SERVICES, INC.**

SUBMITTED BY: Jeffrey Miller, Executive Director

BASIC DESCRIPTION OF ITEM: Net Ground Lease Agreement with NetJets Services, Inc. is a ground lease for approximately four (4) acres of land as depicted on Exhibit A to the Net Ground Lease. On the leased premises, NetJets will be constructing an office/terminal/storage facility expected to total approximately 14,000 square feet, secured auto parking and related support infrastructure. NetJets Services, Inc. will also be constructing an apron on the site area of no less than 100,000 square feet.

BUDGET: No budget impact except on the revenue side.

EXHIBIT(S) ATTACHED: Proposed Net Ground Lease Agreement with NetJets Services, Inc.

RECOMMENDATION: To approve Net Ground Lease Agreement with NetJets Services, Inc.

SUBMITTED FOR BOARD CONSIDERATION: Jeffrey Miller, Executive Director

RESOLUTION NO. 26-020

**A RESOLUTION APPROVING THE S APPROVING THE NET GROUND LEASE
AGREEMENT BETWEEN
CHICAGO EXECUTIVE AIRPORT AND NETJETS SERVICES, INC.**

WHEREAS, NetJets Services, Inc. and CEA have negotiated a Net Ground Lease Agreement, for a new NetJets facility at CEA; and

WHEREAS, subject to the terms and conditions stated in the Net Ground Lease Agreement the Board believes that entering into a the Net Ground Lease Agreement is in the best interest of CEA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHICAGO EXECUTIVE AIRPORT, that Net Ground Lease Agreement with NetJets Services, Inc. is hereby approved substantially in the form attached hereto.

BE IT FURTHER RESOLVED that the Net Ground Lease Agreement with NetJets is hereby approved.

Director _____ moved, seconded by Director _____
that Resolution No. 26-020 be adopted.

Director Berman	_____	Director Dolick	_____
Director Hellyer	_____	Director Lang	_____
Director Kearns	_____	Director Saewert	_____

ADOPTED this 12th day of August 2026 by the Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary

EXECUTION COPY 8/4/26

NET GROUND LEASE AGREEMENT BETWEEN

CHICAGO EXECUTIVE AIRPORT

AND

NETJETS SERVICES, INC.

AT

CHICAGO EXECUTIVE AIRPORT

TABLE OF CONTENTS

1. Leasehold; Access; Term; Size.....	1
2. Improvements to be Constructed	2
3. Construction Timeline.....	3
4. Use of Premises.....	4
5. Condition of Premises.....	4
6. Rent; Security Deposit	4
7. Repair and Maintenance.....	5
8. INTENTIONALLY DELETED	6
9. Services and Utilities	8
10. Taxes and Assessments	9
11. Insurance	9
12. Indemnification	10
13. Governmental Requirements.....	10
14. Signs and Lighting	11
15. Nondiscrimination.....	11
16. Assignment, Mortgage or Subletting	12
17. Damage or Destruction	15
18. Lessee's Default and Lessor's Remedies	15
19. Lessor's Default's and Lessee's Remedies	17
20. Reservation of Aviation Easement and Aerial Approach	17
21. Limitations of Rights and Privileges Granted.....	18
22. Condemnation.....	18
23. Subordination.....	18
24. Rates and Charges; Operation of Airport.....	19
25. National Emergency.....	19
26. F.A.A. and Airport Instruments.....	19
27. Laws, Rules, Regulations, Ordinances and Environmental Laws.....	19
28. Surrender of Premises by Lessee	21
29. Right of Entry Reserved.....	21
30. Financial Reports	21
31. Security	22
32. General Provisions	22

NET GROUND LEASE AGREEMENT

This NET GROUND LEASE AGREEMENT (“Lease”) made to be effective as of the 12th day of August, 2026 (“Effective Date”), by and among: Chicago Executive Airport, an Illinois Municipal Corporation, having offices at 1020 South Plant Road, Wheeling, IL 60090 (hereinafter “Lessor”), and NetJets Services, Inc., a Delaware corporation, having offices at 4111 Bridgeway Avenue, Columbus, OH 43219 (hereinafter “Lessee”). Lessor and Lessee may be individually referred to herein as a “Party” or collectively as the “Parties.”

WITNESSETH:

1. Leasehold; Access; Term; Size

- A. Leasehold. The Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor a parcel of land situated at the Chicago Executive Airport located at 1020 Plant Road, Wheeling, IL 60090 (the “Airport”), as is depicted on Exhibit A attached hereto and commonly known as Aviation Plat 69 (A.K.A. “Parcel 69”) consisting of approximately 4 acres (hereinafter “Premises”). The entirety of the Premises is situated on Lessor’s property.

Access To Premises. Lessee shall have access to the Premises over the public roads on the Airport and may use said public roads and other areas on the Airport designated by the Lessor as common areas on a nonexclusive basis. Lessor may at any time close or restrict said roadways or common areas to effect construction, repair, alterations, or additions to the Airport and may do such other acts in and to said roads and common areas as in the Lessor’s judgment may be desirable; provided that such actions shall not unreasonably impede ingress to or egress from the Premises and that Lessor has provided Lessee with reasonable prior written notice thereof.

- B. Term. The Parties hereby agree to a two hundred forty (240) month term subject to the terms and conditions set forth in Section 2 hereof (“Initial Term”). Lessee shall have the option to extend the Lease for four (4) separate terms, each for sixty (60) months (each, a “Renewal Term”). The option(s) to renew the Term (as hereinafter defined) may be exercised in Lessee’s sole and absolute discretion by providing Lessor written notice of its intent to renew at least one hundred eighty (180) days prior to the expiration of the Initial Term or any respective Renewal Term conditioned on (i) Lessee being in full compliance with the terms and conditions of this Lease and (ii) the Facility (as hereinafter defined) being maintained in accordance with the terms of the Lease and industry standards, ordinary wear and tear excepted.
- C. Commencement. The term of this Lease shall commence upon the date (“Commencement Date”) that is the later of either (a) eighteen (18) months after the full execution of the Lease by both Parties or (b) substantial completion of the Improvements (as hereinafter defined) having occurred (“Substantial Completion”) and ending either at the natural expiration of the Initial Term or any applicable Renewal Term (collectively, “Term”), unless sooner terminated pursuant hereto. Further, the Ground Rent (as hereinafter defined) shall also commence upon the Commencement Date.
- D. Commencement Date Memorialization. The Commencement Date shall be memorialized in a written notice of commencement executed by the Parties, a form of which written notice is attached hereto as Exhibit B. As used herein, the term “Anniversary Date” shall mean the

month and day of the Commencement Date in successive years, and the term "Lease Year" shall mean the twelve (12) month period following the Commencement Date, and each twelve (12) month period thereafter.

- E. Size of Premises. The total Premises size is expected to be approximately 4 acres, as reflected on Exhibit A. The exact size and location of the Premises, however, is to be determined by an ALTA survey (the "Survey") to be acquired by Lessee at its sole cost and expense. Said Survey, when completed and approved by Lessor (such approval by Lessor not to be unreasonably withheld, conditioned, or delayed), will be used as the plat of Survey and attached hereto as Exhibit C and shall be fully incorporated herein.
- F. Square Footage Determination. The Parties acknowledge and agree that the exact square footage of the Premises is not yet determined. Lessee shall, therefore, obtain the Survey prior to the Effective Date. The Survey shall be prepared by a licensed surveyor and shall determine the rentable square footage of the Premises in accordance with ALTA standards. The rentable square footage as determined by the Survey shall be conclusive and binding on the Parties for all purposes under this Lease, including, without limitation, calculation of the Ground Rent and any other charges hereunder based on square footage. Further, if the Survey determines that the rentable square footage differs from the estimated square footage as set forth in this Lease, then the Ground Rent and any other square-footage-based charges hereunder shall be adjusted proportionately, effective as of the Commencement Date, and the Parties shall execute an amendment to this Lease reflecting such adjustment.

2. **Improvements to be Constructed.** Subject to Lessee's due diligence; site plans based upon due diligence; permitting; and the approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, Lessee plans to design and construct the following improvements on the Premises ("Improvements"):

- A. Facility. The office/terminal/storage facility expected to total approximately 14,700 square feet, access road(s), secured auto parking and related support infrastructure, including but not limited to gates, access controls, fencing, site lighting, and sidewalks (the "Facility"). Further, the final total square footage of the Facility shall not be limited either to the aforementioned size of 14,700 square feet or to the specific items listed in Sections 2(A)(i) through 2(A)(xviii) below. The Facility shall generally include:
 - i. Three (3) employee offices
 - ii. Two (2) owner breakout/privacy rooms
 - iii. Owner Lounge/Lobby
 - iv. Owner refreshment/eatery
 - v. Kitchenette/food prep
 - vi. Stock Locker w/double doors for palette access
 - vii. Janitorial/Storage
 - viii. One (1) single use ADA compliant employee restroom
 - ix. Owner restrooms
 - x. Crew rest area
 - xi. Fire sprinkler room
 - xii. IT/Electrical rooms
 - xiii. Mechanical room
 - xiv. Vestibule / Corridors
 - xv. Emergency Back Up generator
 - xvi. Seventy-five (75) full size regular parking spaces + ADA required ratio

- xvii. Owner drop off / loading curb
- xviii. AOA access gate

Lessee shall have the right to construct additional/other Improvements provided the plans and specifications therefor are first submitted to and receive the prior written approval of the Airport's executive director (the "Executive Director"), which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall advise Lessee of its approval or disapproval of any proposed Improvements within thirty (30) days after Lessor's receipt of a written request regarding construction of said proposed Improvements, together with copies of the plans and specifications for said proposed Improvements, which plans and specifications shall be prepared by a registered architect and approved by a registered engineer, both licensed in the State of Illinois, in sufficient detail to make a proper review thereof. In the event that Lessor disapproves Lessee's proposed plans and specifications for Improvements, Lessor shall state its reasons therefor in detail. Notwithstanding anything herein to the contrary, Lessee shall comply with all building codes and regulations and shall obtain all proper building permits. Lessee shall also obtain all necessary zoning changes and variances at its cost, as necessary.

- B. Alterations. Lessee shall submit a written request to Lessor for approval of Lessee's proposed alterations, additions, or modifications to the Improvements, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee's written request for alteration(s) must be accompanied by appropriate plans and specifications therefor. Lessor's aforementioned consent, however, shall not be required for the following: (i) painting, flooring, or other interior cosmetic matters; (ii) any other non-structural alterations, additions, or other modifications for which a permit or other governmental approval is not required and the cost of which (for any project, inclusive of all costs and all components of such project) does not exceed \$250,000.00; or (iii) alterations, additions, or modifications necessary to comply with applicable laws or regulations, provided said alterations, additions, or modifications do not materially alter the structure of the Premises.
- C. Exclusive Use Apron Site Area for NetJets. Improvements to be constructed by Lessee in the apron site area shall include the following: a heavy-duty apron pavement area for aircraft parking consisting of no less than 100,000 square feet (2.5 acres) (the "Apron"). The Apron shall accommodate aircraft weights of the Lessee's fleet including, but not limited to, the Bombardier Global 7500. If necessary, other tenants of the Airport may taxi across the Apron to access other areas of the Airport; provided, however, that such taxi activity does not encroach upon overnight parking areas for NetJets' aircraft or unreasonably interfere with Lessee's operations and is otherwise performed in coordination with the Lessee's or its FBO operator's ramp management plan.
- D. 24/7 Access. Lessee shall have exclusive access to the Premises 24 hours per day, 7 days per week, 365 days per year. Lessee shall also have access to, and the right to use, any publicly accessible common areas associated with the Airport.

3. Construction Timeline

- A. Construction Timeline
 - i. Due diligence on the Premises shall be completed within one hundred and eighty (180) days of the Effective Date ("Due Diligence Period"), subject to commercially

reasonable delay including, but not limited to, delays in the environmental entitlement process.

- ii. Following successful completion of due diligence on the Premises, Lessee shall submit to Lessor a complete set of design plans for review, approval and permitting no later than thirty (30) days after the end of the Due Diligence Period, subject to commercially reasonable delay including, but not limited to, delays in the environmental entitlement process.
 - iii. Construction shall commence within two (2) months of the issuance of permits for the Improvements (“Construction Commencement”). Lessee shall be responsible for any and all building storm water and related development applications and permit fees that may be required by the Village of Wheeling, City of Prospect Heights, Cook County, or any other authority having jurisdiction for the construction of the facility improvements on the Lease Area. Lessee is responsible for all applicable fees relating to the Lease, as may be assessed by the Village of Wheeling, City of Prospect Heights, Cook County, the State of Illinois, or any other authority having jurisdiction to the property.
 - iv. Construction shall be completed, as evidenced by a Temporary Certificate of Occupancy for the Improvements within eighteen (18) months of Construction Commencement.
 - v. During the Due Diligence Phase and Construction Phase, Lessee may request that Lessor retain and supervise professionals to perform certain services such as engineering, soil tests, etc. In such instance where Lessor performs said services, Lessee agrees to pay Lessor the actual costs of the services provided plus a supervisory fee equal to fifteen percent (15%) of the reasonable costs of the services provided by third party professionals as a project management fee.
- B. Due Diligence. If, upon completion of Lessee’s due diligence as outlined above in this Section 3, Lessee determines in good faith that the Premises is not suitable for its proposed development, Lessee shall notify Lessor and Lessor will have the opportunity to remedy the site to the satisfaction of Lessee, or to elect not to remedy the site. If Lessor elects not to remedy the site, Lessee will have the option to remedy the site at its sole cost and expense, or to elect to be relieved of any further responsibilities, obligations, or liabilities with respect to the Premises, except that Lessee shall return that portion of the Premises to Lessor in the same condition as it was prior to the applicable Due Diligence Period, reasonable wear and tear excepted. To the extent that Lessee fails to notify Lessor prior to the end of the Due Diligence Period that Lessee has determined that the applicable portion of the Premises is not suitable for its proposed development, it shall be deemed an acceptance of the Premises by Lessee.
- C. Economic Development Incentives. Lessor shall reasonably cooperate with Lessee in Lessee’s efforts to identify, apply for and obtain economic development incentives from the City of Prospect Heights, Village of Wheeling, Cook County, and the State of Illinois, including without limitation any Class 7b real estate tax classification or similar incentive (collectively, the “Incentives”). This Lease is contingent upon Lessee’s receipt, on or before the expiration of the Due Diligence Period, of Incentives acceptable to Lessee in its sole and absolute discretion, in support of the development and construction of the Project. If Lessee does not

obtain Incentives acceptable to Lessee by the expiration of the Due Diligence Period, Lessee may terminate this Lease upon written notice to Lessor, whereupon neither Party shall have any further obligation under this Lease, except for those provisions expressly stated to survive termination; provided, however, that if Lessee elects to terminate this Lease solely due to its inability to obtain such Incentives, Lessee shall pay to Lessor a termination payment of Fifty Thousand Dollars (\$50,000.00) within ten (10) days following such termination.

- D. Cooperation. Lessor will provide copies of all surveys, reports, studies, inspections, manuals, documents, consents, permits, and approvals relating to the Lease Area in its possession or control, including, but not limited to, environmental studies or reports, any existing leases, ground leases or subleases, title commitments or policies, engineering reports, plans and specifications, as they become available, within ten (10) business days of the full execution of this Lease by both Parties. Lessor shall operate in good faith and support coordination with FAA, IDOT, and other local agencies, as required as the land owner/airport sponsor, at no additional cost to Lessee.
- E. Delay. If Lessee is delayed in the commencement, prosecution, or completion of the construction of the Facility due to any cause beyond Lessee's commercially reasonable control (each, a "Delay Event"; collectively, "Delay Events"), then the time for performance of Lessee's obligations with respect to such construction of the Facility shall be extended for the period of such delay, plus a reasonable period for remobilization. Delay Events include, but are not limited to, the following:
- i. Delays in obtaining permits, approvals, or inspections from any governmental or quasi-governmental authority, including but not limited to the FAA;
 - ii. Delays caused by Lessor's failure to timely cooperate or provide required approvals;
 - iii. Commercially reasonable delays related to due diligence, site conditions, or utility connections; and
 - iv. Any other cause(s) not within Lessee's commercially reasonable control.

Lessee shall provide Lessor with written notice of any Delay Event within ten (10) business days after Lessee's becoming aware of such Delay Event. No Delay Event shall constitute a default by Lessee under this Lease, and all deadlines for completion of the Facility shall be extended accordingly.

- F. Construction Stoppage. Lessee shall, once construction has been commenced, diligently pursue the construction of the Improvements (including the Facility) to completion in accordance with the agreed upon plans and specifications; provided that, if Lessee's efforts to complete construction of the Improvements are delayed or prevented in whole or in part, by reason of fire, flood, storm, strike, lockout, riot, war, rebellion, Acts of God, or any other cause or casualty beyond the reasonable control of Lessee, including the occurrence of a good faith dispute with the Lessee's general contractor or any supplier, then upon timely written notice to Lessor, the construction requirements under this Subsection, to the extent so effected, shall be

suspended during the period of such disability; provided further that, Lessee shall make all reasonable efforts to remove such disability as soon as possible, if possible.

- G. Improvements Without Consent and Mechanics Lien. If Lessee makes any Improvements without the Lessor's approval where said approval is required, then the Lessor may, at its option, and in addition to any other remedies which may be available to it, give written notice to Lessee to remove the same or at the option of the Lessor cause the same to be changed to the satisfaction of the Lessor. If Lessee fails either to comply with such notice or to commence to comply with such notice and pursue the notice's requested remedy/remedies diligently and to completion within thirty (30) days of Lessee's receipt of said notice, then Lessor may affect the removal of the relevant Improvement(s) and Lessee shall pay one hundred ten percent (110%) of the cost of such removal to Lessor.

Because the Premises are publicly-owned property, Lessee hereby acknowledges and agrees that, pursuant to Illinois law, a contractor or subcontractor performing any construction work at the request of Lessee on the Premises may not properly file a mechanic's lien or materialmen's lien ("Mechanics Liens") against the Premises, including any Improvements constructed thereon. The Lessee shall not permit any Mechanics Liens to be filed against the Premises by reason of services or material supplied in connection with any work performed at the Lessee's request. If any such Mechanics Liens shall at any time be filed, the Lessee shall cause the same to be discharged of record within thirty (30) days after the Lessee has received written notice of the filing of any such Mechanics Liens or provide to Lessor a bond, letter of credit or other security satisfactory to Lessor, in an amount equal to one hundred (100%) of the full amount of the Mechanics Liens. If the Lessee shall fail to discharge such Mechanics Liens or provide such security within such period, then, in addition to any other right or remedy, the Lessor may, but shall not be obligated to, discharge the lien, either before or after investigating it, but only upon prior written notice to the Lessee that provides Lessee with the aforementioned 30-day period to discharge such Mechanics Liens or provide said security for such Mechanics Liens.

- H. Title to Improvements/Termination of Lease. The Lessee shall be the owner of all the Improvements which Lessee makes on the Premises until the end of this Lease. Upon the termination of this Lease by lapse of time or otherwise, Lessee shall upon the written direction of Lessor: (i) deliver up to the Lessor the Premises, together with the Improvements thereon in broom clean condition, except for Lessee's trade fixtures, equipment and personal property of Lessee not permanently installed on the Improvements, in the same condition as existed on the Commencement Date or date of completion of the Improvements, if later, reasonable wear and tear excepted; and/or (ii) promptly remove all or any portion of the Improvements which Lessor directs Lessee to remove, excluding Lessee's trade fixtures, other than Improvements that were erected on the Premises as of the Commencement Date.
- I. Removal of Improvements. The Lessee agrees, except as provided in Subsection (G) of this Section 3, that no Improvements which are now or hereafter erected on the Premises shall be removed, torn down, or replaced by Lessee, its agents or employees, excluding Lessee's trade fixtures, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed, or conditioned.
- J. Non-Requirement to Construct. In the event (i) Lessee is unable to obtain, through no fault of its own, the permits and/or approvals required under this Section 3; (ii) construction of the Improvements is not feasible as generally designed and approved by the Lessor due to a

determination by the FAA or other agency that has jurisdiction over the Premises; or (iii) Lessee is granted such permits, approvals or any other authority subject to terms and conditions which, in the reasonable judgment of Lessee, will increase the total cost of such project by a material amount over the total amount budgeted by Lessee, then Lessee shall not be required to make the Improvement or the Improvements, as the case may be. In the event such permits, approvals or determinations are delayed, there is severe weather that delays construction, or other event which substantially delays construction that is not due to the fault of Lessee, the timeframes for such Improvement or Improvements, as the case may be, as set forth in this Section 3 shall be equitably extended by agreement between the Parties or, alternatively, Lessee may, in its sole and absolute discretion, terminate this Lease upon sixty (60) days' prior written notice to Lessor.

4. Use of Premises

- A. **Purposes.** Lessee shall use the Premises in furtherance of Lessee's business which uses shall include Aviation Support Facility, customer service, Aircraft maintenance, fueling of Aircraft, storage and other related support facilities including, but not limited to, lavatory services, towing, passenger handling, catering and aircraft detailing the (each a "Permitted Use"; collectively, the "Permitted Uses"). Such Permitted Uses may be performed by Lessee, or a sublessee or licensee of Lessee. Lessee shall not use the Premises for any purpose other than as set forth above without the prior written consent of the Lessor, such consent not to be unreasonable withheld, delayed, or conditioned. The term "Aircraft" as used herein shall include Lessee's aircraft directly owned, leased, managed, operated or otherwise in the care, custody and control of NetJets, NetJets Sales, Inc., NetJets Aviation, Inc., Executive Jet Management, Inc., NetJets Transportes Aereos, S.A., NetJets Aviation, Sociedade Unipessoal, Lda, Executive Jet Management (Europe) Limited, or any other subsidiary or affiliate of NetJets or its on-site MRO.
- B. **Services.** Except as otherwise provided in this Agreement, Lessee may not perform or offer to perform any services to or for the benefit of any person or entity other than Lessee on or from the Premises without the prior written approval of the Lessor, which approval may be granted or denied in the Lessor's sole discretion. Lessee shall not operate as an FBO and shall not provide any fueling services to any aircraft unless the aircraft is owned or controlled by Lessee or its sublessees or licensees.
- C. **Primary Guiding Documents.** All uses and/or services under Required Services and Permitted Services, as both of those terms are defined in the Primary Guiding Documents (as hereinafter defined), must adhere to the following applicable Primary Guiding Documents: (i) the Airport Rules and Regulations, (ii) Lease Rates and Charges Policy, (iii) General Provisions and Definitions, and (iv) General Aviation Minimum Standards (hereinafter, collectively, the "Primary Guiding Documents"), which Primary Guiding Documents can be accessed at <https://www.chiexec.com/documents>, as said Primary Guiding Documents may be amended or modified from time to time. The Primary Guiding Documents and any said amendments or modifications to the Primary Guiding Documents must apply equally to Lessee and all similarly situated lessees or tenants of Lessor.

5. Condition of Premises.

During the Due Diligence Period, Lessee shall have the right to conduct at its expense an environmental assessment and soil tests for the Premises. In the event the Lessee's study and soil tests for the Premises identified on identify conditions which are unsatisfactory to Lessee, in Lessee's reasonable discretion, Lessee shall give written notice to Lessor specifying the unsatisfactory conditions. Within thirty (30) days of Lessee's notice, Lessor shall provide written notice of either its election to remedy the conditions or declination to remedy the conditions. To the extent that Lessor declines to remedy the unsatisfactory condition, Lessee shall have the right to either remedy the condition or to terminate this Lease. If Lessor elects to remedy the conditions, it shall promptly commence and diligently complete such remedies at Lessor's expense to Lessee's reasonable satisfaction and Lessor shall complete such remedies within sixty (60) days of Lessee's notice to Lessor pursuant to this Section 5. If the conditions have not been remedied by Lessor within sixty (60) days of Lessee's said notice to Lessor, then Lessee shall have the right to either remedy the condition or to terminate this Lease. Further, if timely written notice is given by Lessee electing to terminate this Lease as to a portion of the Premises, Lessee shall restore the Premises into the condition they were on the Effective Date, reasonable wear and tear excepted, as may be applicable and shall be relieved of all further obligations under this Lease except for any obligations that expressly survive termination of this Lease.

6. Rent; Security Deposit

- A. Ground Rent. In consideration for the rights, privileges, and possession of the Premises herein granted, subject to the following sentences, the Lessee shall pay to Lessor as rent (the "Ground Rent"):

Beginning on the Commencement Date, Lessee hereby promises and agrees to pay Lessor, as Ground Rent for the Premises, the rate of \$1.15 per square foot per annum ("Square Foot Rate") multiplied by the square footage of the Premises, payable either in equal monthly installments (prorated for any partial calendar month) or one (1) annual payment (collectively, the "Rent"). Lessee shall elect either monthly payments of Rent or an annual payment of Rent by written notice thereof to Lessor sent at least thirty (30) days prior to the Commencement Date. The Rent shall be increased by CPI (as hereinafter defined) on the first anniversary of the Commencement Date and annually thereafter except as set forth in Section 6(D) hereof. Pursuant to Section 1(F) of this Lease, the Rent may change to reflect the actual square footage as determined by the Survey.

- B. Adjustment for CPI Calculation. If the comparative CPI figures are not available until after the Anniversary Date during the Term, Rent during each Lease Year shall be payable in an amount equal to the Rent payable during the immediately preceding Lease Year until such comparative CPI figures are available. On the first day of the calendar month following publication of such comparative CPI figures, and notification thereof from Lessor to Lessee, Lessee shall begin paying monthly Rent at the increased rate and shall pay Lessor the amount equal to the difference between the amount previously paid and the amount due under the formula for the then current Lease Year.
- C. Definition of CPI. The term "CPI" as used herein shall mean the Consumer Price Index for All Urban Consumers, All Items - All Urban Consumers (base year 1982-84=100) for the Chicago area, published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is changed so that the base year differs from that used as of the commencement of the Lease, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the term of this Lease, such other government index or

computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

- D. Market Rent Study. Rent shall be adjusted on the fifth (5th) anniversary of the Commencement Date and every five (5) years thereafter by market rent study for net ground lease rental rates as provided for in the Airport's Lease/Rates and Charges Policy including any amendments thereto (the "Market Rent Study"). To the extent that Lessee believes that the Rent determined in the Market Rent Study is not consistent with market rate and/or other similar airport leases, two (2) appraisals will be completed, with Lessor and Lessee each retaining one (1) appraiser at each Party's own cost and expense and the median rate of the two (2) appraisals shall be used as the prevailing rental rate for the Premises. In no event shall the Rent be reduced from the Rent for the Lease Year immediately preceding the Market Rent Study.
- E. Time and Place of Payment. Rent shall be paid promptly and without any claims for any deductions or set offs for any purpose whatsoever, in advance and in equal installments on the first business day of each month if paying Rent on a monthly basis or within ten (10) days of the Commencement Date or any anniversary thereof if paying Rent on an annual basis. Payment shall be made by check, money order or electronically at the office of the Executive Director at the Airport or at such other office as may be directed in writing by the Lessor.
- F. Late Charge. If any monthly or annual payment that is due under this Lease shall not be paid within ten (10) days of its due date, Lessee shall pay as additional Rent, a late charge of 10% of the monthly Rent for each month thereafter that such monthly payment remains unpaid (if Rent is paid monthly) or one-twelfth (1/12th) of the annual Rent for each month thereafter that such annual payment remains unpaid. In addition, Lessee shall pay 2.5% interest per month on all amounts not timely paid.
- G. Security Deposit. Waived.

7. Repair and Maintenance

- A. Lessee's Responsibilities. Lessee agrees that it shall keep in a good state of repair and in a clean and orderly condition, except for reasonable wear and tear, all and every part of the Premises and any improvements constructed thereon, including regular trash removal and snow removal. Lessee agrees that all repairs shall be accomplished in a commercially reasonable manner. Any deviation from said minimum standards shall be brought to the attention of the Lessee by the Lessor in writing and shall be corrected within thirty (30) days of Lessee's receipt thereof; however, if such corrections are of the type and nature which cannot be completed within thirty (30) days, then this provision shall be deemed to be complied with if Lessee commences efforts to make such corrections within thirty (30) days and continues diligently thereafter until such corrections are completed.
- B. Lessor's Rights. If Lessee fails to make such corrections, as provided above, the Lessor may, at Lessor's option, enter upon the Premises and make the required corrections, and the cost thereof, together with any reasonable attorney's fees and costs incurred by Lessor plus interest thereon at the rate of ten percent (10%) per annum shall be due and payable as additional Rent to the Lessor. Furthermore, should the Lessor, its officers, employees, or agents undertake any work hereunder after Lessee's failure to comply with the preceding Subsection, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the negligent or willful misconduct of Lessor or its officers,

employees, or agents. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Lease and shall not impose or be construed to impose upon the Lessor any obligations to maintain the space, unless specifically stated otherwise herein.

8. INTENTIONALLY DELETED

9. Services and Utilities

- A. Utilities. The Lessee shall pay all charges due for all services and utilities serving the Premises prior to delinquency. These services shall include, without limitation, water, sanitary sewer, oil, gas, electricity, telephone, janitorial, grounds keeping, and trash and snow removal.
- B. Water Connection. Lessee shall take all actions necessary to connect to the water lines installed by the Lessor, the Village of Wheeling, or the City of Prospect Heights as applicable and shall pay the connection charges and fees. Lessor represents and warrants that it shall, at Lessor's sole cost and expense, install the water line from the existing water main to the boundary line of the Premises. Lessor further represents and warrants that the water line must exceed all applicable state and/or principal codes and regulations and shall be of sufficient size to support Lessee's Permitted Uses at/on the Premises.
- C. Sanitary Sewer. Lessee agrees that it shall install a sanitary sewer line from the Premises to a location designated by and in accordance with plans and specifications prepared by the Lessor's engineering consultant, Crawford, Miller and Tilly, Inc. ("CMT"), such that the sanitary sewer and sanitary sewer line supports Lessee's Permitted Uses at/on the Premises. Lessee agrees to pay all costs associated with such installation. Lessee further agrees:
- i. Lessee shall pay the one-time Sanitary Sewer Connection Fee at the then prevailing rate based upon a calculation of then prevailing rate multiplied by the square footage of the Premises. The current rate is \$0.2021.; and
 - ii. As additional Rent, Lessee shall pay an annual sanitary sewer annual maintenance fee at the then current rate (currently \$0.0100) multiplied by the square footage of the Premises to be increased annually by the CPI (as defined in Section 6(C) herein) as a sanitary sewer service fee; and
- D. Storm Water Connection and Sewer Fees. Lessee agrees:
- i. For the Premises: Lessee shall pay a one-time Storm Water Connection Fee based upon a calculation of the then prevailing rate multiplied by the square footage of the Premises. The current rate is \$0.6011; and
 - ii. As additional Rent, Lessee shall pay an annual sewer maintenance fee to Lessor at the then current rate (the current rate is \$0.0299) per year multiplied by the square footage of the Premises to be increased annually by the CPI (as defined in Section 6(C) herein) as a storm water sewer maintenance fee; and
 - iii. Lessee shall at its expense maintain the storm water sewer system situated on the Premises.

- E. Other Services. The Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with the Lessor for any additional service it may request and shall pay for such additional services the consideration so negotiated.
- F. Utility Easements. Lessee acknowledges and agrees that Lessor hereby expressly reserves to Lessor, and to Lessor's successors and assigns, public utility easements over the Premises.

10. Taxes and Assessments

It is the purpose and intent of the Lessor and the Lessee that the Rent payable under this Lease shall be absolutely net to the Lessor so that this Lease shall yield to the Lessor the amount of the Rent specified in Section 6, in each year during the Term of this Lease, free of any charges, assessments, taxes, impositions, or deductions of any kind charged, assessed, levied, exacted or imposed on or against the Premises or on Lessee's operations at the Premises, or on the gross receipts or gross income to the Lessee therefrom, including any real estate taxes, special assessments, license, certification, permit and examination fees and excise taxes ("Assessment(s)"), and without abatement, deduction or set-off by the Lessee, except as expressly provided in the Lease. The Lessor shall not be required to pay any such Assessment(s) or be under any obligation or liability under this Lease, except as expressly set forth herein.

The Lessee shall pay all Assessments, and shall make all applications, reports and returns required in connection therewith. The Lessee shall have the right to contest all such Assessment(s) and the Lessor shall give reasonable cooperation to the Lessee in such contest; provided, however, that the Lessee timely commences and thereafter diligently in good faith contests such Assessment(s) by appropriate proceedings and in any event pays all Assessment(s) prior to delinquency. If Lessee fails to pay any Assessment(s), Lessor may, at Lessor's option, pay such Assessment(s), and the cost thereof, together any reasonable attorney fees and costs incurred by Lessor, shall be due and payable as additional rent to the Lessor. Further, Lessor shall be responsible for establishing a separate leasehold PIN (A.K.A., a "tax ID") for the Premises prior to the end of the first year of the Initial Term. For any Assessments due on the Premises prior to the creation of the aforementioned separate leasehold PIN for the Premises, Lessor shall pay said Assessments directly to the relevant authority or entity, which payments shall be reimbursed by Lessee following its receipt of Lessor's invoice therefor.

Notwithstanding the foregoing, it is not the intention of the parties that any Assessment(s) be imposed against the Premises as a result of this Lease.

11. Insurance

- A. Lessor not responsible for personal property. All personal property of any kind (including property of Lessee) that may be on the Premises during the Term of this Lease shall be at the sole risk of the owner of that property; and Lessee will hold the Lessor harmless from any claim of the owner of such property for loss or damage thereto, saving and excepting loss or damage resulting from the negligent or willful act of the Lessor;
- B. Lessor not liable for physical injuries. The Lessor shall in no event be liable for physical injuries (including death) to persons or damage to property (including property of Lessee) occurring upon the Premises or arising out of the Lessee's use or occupancy thereof, unless resulting from the negligence or willful misconduct of the Lessor or any of its officers, agents, or employees. Lessee shall assume the defense of, and indemnify and save harmless the Lessor or any of its officers, agents, and employees, both personally and officially, from all loss, liability, cost and expense, including but not limited to reasonable attorneys' fees and investigatory expenses, upon, any and all claims based upon such injuries to persons or damage

to property (including claims made against the Lessor by its officers and employees), except where the negligence or willful misconduct of the Lessor or its officers, agents, or employees shall have caused or been alleged to have caused such injuries or damages.

- C. Lessee's obligation to maintain insurance. Lessee agrees that it shall procure and maintain at all times during the Term hereof insurance as set forth in Exhibit D attached hereto.
- D. Lessee's obligation to deliver certificates of insurance. Lessee shall deliver to the Lessor certificates of insurance for each of the insurance policies required by Exhibit D. Each such certificate shall name the Lessor, the Airport, and both Lessor's and Airport's agents, employees and representatives as additional insureds. Lessee shall obtain renewals of such policies and deliver to the Lessor certificates for such renewal policies.
- E. Lessor's obligation to maintain insurance. Lessor warrants and represents that it maintains and shall maintain, at all times during the Term hereof, commercially reasonable insurance policies that are typically required of airport authorities. Lessor shall be responsible for the payment of the premiums and all other costs associated with its own said insurance policies. Lessor shall, upon prior written notice from Lessee, provide a copy of Lessor's certificates of insurance for each of its said insurance policies or equivalent documentation evidencing the valid existence of its said insurance policies.
- F. Lessor not liable for damage to Premises. The Lessor shall not be liable for any damage to any property or person at any time in or on the Premises from steam, gases or electricity, or from water, rain or snow, whether they may leak into, issue or flow from any part of the Premises, or from the conduits, pipes or plumbing works of the same or from any other place, unless resulting from the negligence or willful misconduct of Lessor or any of its officers, agents, or employees.

12. Title. Lessee shall, within five (5) business days after the Effective Date, request from the a title company of its choice ("Title Company"), to provide for Lessee's review and approval, a title commitment for an ALTA Leasehold Title Insurance Policy, in the amount of the Rent for the first year of the Initial Term, for the Premises and issued by the Title Company, together with copies of all recorded documents listed as title exceptions therein (collectively, the "Commitment"). Lessee shall be solely responsible for all payments to the Title Company related to the Commitment and the ALTA Leasehold Title Insurance Policy. Lessee shall provide a copy of the Commitment to Lessor within three (3) business days after Lessee's receipt.

- A. Title Objections. Lessee shall have thirty (30) days from the date it receives the Commitment (including copies of all exception documents), and any updates or supplements thereto, to make its objections to matters disclosed in the Commitment or any update or supplement thereto, in writing to Lessor. Any exception disclosed in the Commitment or any update or supplement thereto, and not timely objected to by Lessee within the applicable thirty (30) day period, except for real estate taxes assessments and monetary liens incurred by Lessor, shall be deemed a "Permitted Exception" hereunder. Lessor shall have until the end of the Due Diligence Period to have the same removed or satisfied (which removal or satisfaction may be by way of waiver or endorsement by the Title Company). If Lessor shall fail to have such objections removed within that time, then, without limiting any other remedies Lessee may have at law or in equity, Lessee may, following ten (10) days' prior written notice to Lessor, do one (1) of the following: (a) terminate this Lease; (b) waive such objections in writing and proceed with the

understanding that such uncured objections shall be deemed Permitted Exceptions; or (c) attempt to cure such uncured objections, in which event Lessee shall have an additional thirty (30) days to attempt to cure such objections with the Due Diligence Period extended accordingly. If Lessee is not successful in curing such objections, Lessee shall then have the right to either terminate this Agreement pursuant to clause (a) above, or waive such objections pursuant to clause (b) above and any such exceptions or matters shall become Permitted Exceptions following the end of the Due Diligence Period.

- B. Commitment Updates. If any update to the Commitment discloses any previously undisclosed exceptions or matters (other than the Permitted Exceptions), then, within ten (10) days after its receipt of such update (but no later than thirty (30) days prior to the Commencement Date), Lessee may notify Lessor of any such exceptions or matters to which it objects. Any such exceptions or matters not objected to by Lessee shall become "Permitted Exceptions." If Lessee objects to any such exceptions or matters, Lessor shall have until Commencement Date (but in any event at least five (5) days after it receives notice of Lessee's objections) to cause the removal or satisfaction of such exceptions or matters (which removal may be by way of waiver or endorsement by the Title Company). If Lessor fails or refuses to cause the removal of any such exceptions or matters as aforesaid, Lessee shall have the option to either (a) waive the unsatisfied objections, or (b) terminate this Lease, in which case neither Party shall have any further obligations under this Lease (except those provisions hereof which are expressly stated to survive termination). If Lessee does not elect to terminate this Agreement, Lessee shall accept the leasehold subject to all such exceptions and matters (in which event, all such exceptions and matters shall be deemed Permitted Exceptions).

13. Indemnification

- A. Lessor. The Lessee agrees to defend, indemnify, save, protect and hold harmless the Village of Wheeling, the City of Prospect Heights, the Lessor, the Lessor's Board of Directors, and the Lessor's employees (collectively, the "Lessor Indemnified Parties"; individually, a "Lessor Indemnified Party") from and against third party losses, claims, or damages (including reasonable attorneys' fees, court costs, and litigation expenses) arising out of the negligence or willful misconduct of Lessee; provided, however, that Lessee shall not be liable for those losses, claims, or damages resulting from the negligence or willful misconduct of the Lessor Indemnified Parties. Within five (5) days of the filing with any of the Lessor Indemnified Parties by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees to indemnify and hold the Lessor Indemnified Parties harmless, the Lessor shall notify the Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim on behalf of both the Lessee and the applicable Lessor Indemnified Parties by legal counsel selected by the Lessee. It is specifically agreed, however, that the Lessor Indemnified Parties, at their own cost and expense, may participate in the legal defense of any such claim provided such participation does not unduly interfere with Lessee's legal defense of such claim. Any judgment, final beyond all possibility of appeal, rendered against a Lessor Indemnified Party for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal. The Parties agree that under no circumstances shall either Party or their respective subsidiaries and affiliated companies be liable to the other for indirect, incidental, consequential, special, punitive or exemplary

damages (including, but not limited to, damages for loss of use, lost profits or diminution in value) whether in contract or tort (including strict liability and negligence).

- B. Lessee. Lessor hereby agrees to indemnify, defend, and hold harmless the Lessee and its employees (collectively, the “Lessee Indemnified Parties”; individually, a “Lessee Indemnified Party”) from and against third party losses, claims, or damages (including reasonable attorneys’ fees, court costs, and litigation expenses) arising out of the negligence or willful misconduct of Lessor; provided, however, that Lessor shall not be liable for those losses, claims, or damages resulting from the negligence or willful misconduct of the Lessee Indemnified Parties. Within five (5) days of the filing with any of the Lessee Indemnified Parties by anyone of a claim for damages arising out of incidents for which the Lessor herein agrees to indemnify and hold the Lessee Indemnified Parties harmless, the Lessee shall promptly notify Lessor in writing of such claim and, in the event that Lessor does not settle or compromise such claim, then Lessor shall undertake the legal defense of such claim on behalf of both Lessor and the applicable Lessee Indemnified Parties, with counsel acceptable to the Lessee. It is specifically agreed, however, that the Lessee Indemnified Parties, at their own cost and expense, may participate in the legal defense of any such claim provided such participation does not unduly interfere with Lessor’s legal defense of such claim. Any judgment, final beyond all possibility of appeal, rendered against a Lessee Indemnified Party for any cause for which the Lessor is liable hereunder shall be conclusive against the Lessor as to liability and amount upon the expiration of the time for appeal. The Parties agree that under no circumstances shall either Party or their respective subsidiaries and affiliated companies be liable to the other for indirect, incidental, consequential, special, punitive or exemplary damages (including, but not limited to, damages for loss of use, lost profits or diminution in value) whether in contract or tort (including strict liability and negligence).

14. Waiver of Subrogation

Notwithstanding anything in this Lease to the contrary, Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, including the Premises, or its contents or to any person, unless such loss or damage is caused by the negligence or willful misconduct of the other Party, arising out of any of the perils or casualties insured against by the property and general liability insurance policies carried, or required to be carried, by the Parties. The insurance policies obtained by Lessor and Lessee shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies or insurance do not allow waiver of subrogation prior to loss, either Lessor or Lessee shall, at the request of the other Party, deliver to the requesting Party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting Party or its insurer.

15. Governmental Requirements

The Lessee shall procure, at Lessee’s sole cost, all licenses, certificates, permits, economic incentives or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee’s operations at the Premises which may be necessary for the Lessee’s operations. If for any reason after using all due diligence Lessee is unable to secure any required license, certificate, permit, or economic incentive, then Lessee shall have the right to terminate this Lease upon providing prior written notice to Lessor, said termination being effective as of the date designated in Lessee’s said notice to Lessor.

16. Signs and Lighting

Lessee shall not post, install, erect or operate any light, sign, placard or poster on any part of the Premises without complying with all applicable laws, rules, regulations and ordinances, including without limitation the ordinances of the Lessor, and without the prior approval of the FAA with respect to lighting. Lessee shall pay Lessor for any fees incurred by Lessor associated with such signs and lighting. Lighting shall not impede aircraft from landing or taking off at the Airport as determined by the FAA and the Lessor in the Lessor/FAA's sole discretion, such determination being based on the Primary Guiding Documents and applicable municipal codes and regulations. Notwithstanding the foregoing, provided that Lessee's signage and/or lighting complies with the terms of the Primary Guiding Documents and applicable municipal codes and regulations, said signage and/or lighting shall be deemed to be compliant with the terms of this Agreement. If after installing such lighting, the FAA determines that such lighting is non-compliant, then Lessee shall take such actions as are necessary to correct such problem, including redesigning, replacing, or removing such lighting. If Lessee fails to take such actions as are necessary to correct such problem, Lessor may, at Lessor's option, enter upon the Premises and correct such problem, and the cost thereof, together with any reasonable attorney's fees and costs, shall be due and payable as additional rent to the Lessor.

17. Nondiscrimination

- A. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - i. no person shall be excluded from participation in regard to the services to be performed, denied the benefits of these services, or be otherwise subjected to discrimination on the basis of race, creed, color, national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;
 - ii. no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over or under the Premises, or in the furnishing of services thereon, on the basis of race, creed, color or national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;
 - iii. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil-Rights Act of 1964 § 601 (42 U.S.C. § 2000d), Title V of the Rehabilitation Act § 504 (29 U.S.C. § 794), and by the Regulations of the Office of the Secretary of Transportation (49 C.F.R. Part 21, 49 C.F.R. Part 27) and the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.).
- B. Lessee shall furnish its accommodations and services in accordance and compliance with all applicable laws and regulations.
- C. Noncompliance with Subsections (A) or (B) of this Section 17 shall constitute a material breach hereof, and, in the event of such noncompliance:
 - i. the Lessor shall have the right to terminate this Lease without liability therefore, or
 - ii. either the Lessor, the United States or the State of Illinois shall have the right to judicially enforce Subsections (A) or (B) of this Section 17.

- D. The Lessee covenants that it will undertake any affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee 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 this subpart. The Lessee covenants that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- E. Lessee assures that it shall furnish to the United States Government, or the Lessor, whichever is required, any and all documents, reports and records; including but not limited to any affirmative action plan, Form EEO-1, the submission of which are required by 14 CFR Part 152, Subpart E.
- F. Lessee shall not be obligated to pay any prevailing wages for future tenants, contractors, or any other parties, under any circumstances, whatsoever.

18. Assignment, Mortgage or Subletting

- A. Assignment. Lessee agrees that it will not without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, sell, convey, transfer or assign (to “Assign” or the “Assignment”), sublease, mortgage or pledge this Lease or any part thereof, or any rights hereunder. Lessor shall not be deemed to be unreasonable in the withholding of consent if the proposed assignee or sublessee fails to meet any one or all of the following at Lessor’s commercially reasonable discretion:
 - i. in the case of a proposed Assignment, Lessor’s commercially reasonable determination that the proposed assignee is reputable, and has the knowledge, experience and financial capacity necessary to conduct the activities permitted hereunder; and
 - ii. Lessee shall be required to reimburse Lessor for its reasonable out of pocket attorneys’ fees and other expenses incurred in connection with the proposed transaction, such fees and other expenses not to exceed \$5,000.00; and
 - iii. The contemplated operations of and the use of the Premises by the proposed assignee shall be substantially similar to the Permitted Uses.
- B. Sublet and Assignment to Affiliate. Notwithstanding Subsection A of this Section 18, Lessee shall have the right to assign this Lease, or sublet the Premises or any portion thereof, without the consent of Lessor, to any member, parent, subsidiary of Lessee or any entity controlling, under the control of, or under common control with Lessee, or any successor company or entity that acquires all or substantially all of Lessee’s assets or into which Lessee is merged (“Lessee Affiliate(s)”), provided that (a) such Lessee Affiliate assumes in writing the relevant obligations of Lessee under this Lease, and (b) Lessee gives Lessor notice of such assignment or sublease no later than thirty (30) days after such assignment or sublease.
- C. Mortgage or Pledge, Collateral Assignment of Lease. Notwithstanding the provisions of Subsection (A) of this Section 18, with the prior consent of Lessor, such consent not to be unreasonably withheld, delayed, or conditioned, and subject to the terms and conditions of this Lease, Lessee may convey, pledge or encumber, by deed of trust, mortgage or similar

instrument (the "Approved Leasehold Mortgage"), its leasehold interest in and to the Premises in favor of a lender ("Approved Leasehold Mortgagee"), and Lessee may assign this Lease as collateral security for such Approved Leasehold Mortgage. Any such Approved Leasehold Mortgage, and all rights under or relating thereto, shall be subject to each of the covenants, conditions and restrictions set forth herein, and to all rights of Lessor hereunder and will always be subordinate to the rights of Lessor under this Lease and the Premises. Notwithstanding the foregoing, the Approved Leasehold Mortgagee shall in no event become personally liable to perform the obligations of Lessee under this Lease unless and until the Approved Leasehold Mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said Approved Leasehold Mortgagee shall remain liable for such obligations only so long as such Approved Leasehold Mortgagee remains the owner of the leasehold estate. Lessee shall be responsible for payment of all of Lessor's costs and expenses, including reasonable attorneys' fees and expenses, incurred in reviewing any proposed Approved Leasehold Mortgage hereunder.

- i. If an Approved Leasehold Mortgagee shall give Lessor notice of such Approved Leasehold Mortgagee's interest in the Premises and such notice shall contain the address to which notices to such Approved Leasehold Mortgagee are to be sent, Lessor will thereafter send to such Approved Leasehold Mortgagee, at the address so given, and in the manner set forth in this Lease, a copy of any notice of default which Lessor may thereafter deliver or send to Lessee. Within the time permitted for the curing or commencing the curing of any default under this Lease, such Approved Leasehold Mortgagee, at its option, may pay any amount due or do any other act or thing required of Lessee by the terms of this Lease, and all amounts so paid or other acts so done by such Approved Leasehold Mortgagee shall be as effective to cure such default as the same would have been if paid or done by Lessee.
- ii. An Approved Leasehold Mortgagee shall not become liable for Lessee's obligations under this Lease unless and until such Approved Leasehold Mortgagee becomes the owner of the leasehold estate established hereby by foreclosure, assignment in lieu of foreclosure or otherwise, or if such Approved Leasehold Mortgagee gives notice to Lessor that such Approved Leasehold Mortgagee will assume Lessee's obligations under this Lease. An Approved Leasehold Mortgagee shall remain liable for the obligations of Lessee under this Lease only for so long as it remains the owner of the leasehold estate established hereby.
- iii. If a default occurs under an Approved Leasehold Mortgage, the Lessee shall immediately notify Lessor of the same in writing.
- iv. If a non-monetary default by Lessee under this Lease is susceptible of being cured by an Approved Leasehold Mortgagee only after such Approved Leasehold Mortgagee has obtained possession of the Premises, then an Approved Leasehold Mortgagee shall have an additional period not to exceed thirty (30) days after it obtains possession of the Premises to cure a non-monetary default; provided, however, that (i) such Approved Leasehold Mortgagee initiated all necessary actions to obtain possession of the Premises, including the initiation of foreclosure proceedings under its Approved Leasehold Mortgage, within thirty (30) days after the earlier of the date on which such Approved Leasehold Mortgagee became aware of such non-monetary default or the date on which such Approved Leasehold Mortgagee received notice from Lessor of such non-monetary default; (ii) such

Approved Leasehold Mortgagee shall have pursued such actions with reasonable diligence; (iii) such Approved Leasehold Mortgagee, within any applicable cure period provided in this Lease, shall have paid all Rent and other sums then due to Lessor under this Lease; and (iv) such Approved Leasehold Mortgagee shall have cured any other defaults by Lessee under this Lease that are susceptible of being cured by such Approved Leasehold Mortgagee without obtaining possession of the Premises. Notwithstanding the foregoing, the rights granted to an Approved Leasehold Mortgagee in this Article shall not impair any right granted to Lessor in this Lease (a) to perform any obligations under this Lease that Lessee is required, but fails, to perform, and (b) to obtain reimbursement from Lessee of Lessor's costs and expenses incurred in so performing and, subject to rights granted to an Approved Leasehold Mortgagee, to declare a default by Lessee if Lessee fails so to reimburse within any applicable cure period.

- v. Lessee's present and future Approved Leasehold Mortgagee and any present and future mortgagees or similar beneficiaries are intended third party beneficiaries. As third-party beneficiaries, they are entitled to the applicable rights under and may enforce the provisions of this Article of the Lease as if they were parties thereto.
- vi. Nothing contained herein shall release Lessee from any of its obligations under this Lease that may not have been discharged or fully performed by an Approved Leasehold Mortgagee.

- D. Change in Control of Lessee. For the purposes of this Section 18, a change in the control of the Lessee shall constitute an Assignment of this Lease. A change in the control of the Lessee shall be deemed to occur in the event that at any time subsequent to the date of execution of this Lease, the beneficial owners of the Lessee as of the date of execution of this Lease own less than fifty-one (51%) percent of the Lessee.
- E. Effect of Improper Assignment or Sublease and Non-Release of Lessee. An Assignment of this Lease, or any rights of Lessee hereunder, or the Sublease, except for as expressly provided in Section 18(B), of all or substantially all of the Premises, without Lessor's prior written consent, shall be null and void and shall entitle the Lessor, at its option, to forthwith terminate this Lease upon written notice to Lessee. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to an Assignment or sublease shall not be deemed to be a consent to any subsequent Assignment or sublease.
- F. Assignor's Continuing Liability. On the effective date of any Assignment by the Lessee as provided herein, the assignee shall be bound by all the terms, conditions and provisions of this Lease, and shall be obligated to perform all of the covenants and obligations of the Lessee hereunder. Upon expiration of a period of two (2) years from the effective date of such Assignment, the Lessee shall, without any further action required of Lessor, be released from all covenants and obligations set forth herein that arose or first accrued after the date of such release, and shall no longer be bound by the terms, provisions and conditions of this Lease; provided, however, that such release shall not become effective if, and for so long as, default on the part of the Lessee (or assignee) exists under this Lease. During the period during which the Lessee remains liable for the assignee's liabilities hereunder, the Lessor shall give the Lessee a copy of any notice of default sent to the assignee. Failure to give the Lessee a copy of the notice of default shall prevent the Lessor from exercising all remedies against the assignee.

G. Lessee Not Released. No approval by the Lessor to subleasing by the Lessee of all or a portion of the Premises shall in any way relieve the Lessee of any of its obligations to the Lessor set forth or arising under this Lease.

H. Lessor's Right to Collect Rent. If the Lessee assigns this Lease or sublets (except as expressly provided herein) all or any portion of the Premises in violation of this Section 18, the Lessor may collect from any assignee, sublessee or anyone who claims a right to this Lease or who occupies the Premises any charges or fees payable by it and may apply the net amount collected to the rent payable hereunder. No such collection shall be deemed a waiver by the Lessor of the agreements contained in this Section 18 nor of acceptance by the Lessor of any assignee, claimant or occupant, nor as a release of the Lessee by the Lessor from the further performance by the Lessee of the agreements contained herein.

19. **Damage or Destruction.** In the event that all or any portion of Lessee's Improvements are destroyed or rendered unusable due to fire or other catastrophe, Lessee shall, at Lessee's election:

A. Replace, repair, restore, modify or improve said Improvements, using available insurance proceeds, which shall be paid to Lessee, together with any additional funds from other available sources; or

B. Raze the Improvements and return the Premises to the condition that existed prior to the construction of the Improvements. Notwithstanding the foregoing, if any damage or destruction occurs to the Premises during the last five (5) years of the Term or the cost to repair the damage exceeds Five Hundred Thousand Dollars (\$500,000.00), then, Lessee may terminate this Lease upon giving Lessor (30) days' written notice. In the event Lessee elects to terminate this Lease pursuant to this Section, all property insurance proceeds will be allocated between Lessee and Lessor (with Lessee receiving such proceeds up to the value of the Improvements for the remaining Term [but for the damage and destruction] and Lessor receiving such proceeds up to the residual value of the Improvements after the Term [but for the damage and destruction]); provided, however, Lessee's insurance proceeds shall be applied first to the cost of razing the Improvements and returning the Premises to the condition that existed prior to the construction of the Improvements. Rent shall abate during the period the Improvements are being replaced, restored, repaired, modified, reconstructed, removed, or razed.

20. **Lessee's Default and Lessor's Remedies**

A. Lessee's Default. Each of the following shall constitute a default of Lessee:

- i. Lessee's failure to pay rental or any other amount due hereunder within ten (10) days after written notice of past-due rent is received by Lessee; provided, however, that if within the preceding twelve (12) month period, the Lessor has given the Lessee two (2) or more notices of past-due rent, then no further notice or demand from the Lessor for payment shall be necessary;
- ii. Lessee's failure to perform or observe any other obligation imposed hereunder after a period of thirty (30) days after Lessor gives notice to Lessee setting forth in reasonable detail the nature and extent of the failure; provided, however, that the Lessee shall immediately cure such default if a hazardous condition exists and provided further that,

in the event of a non-hazardous, non-monetary default which cannot reasonably be cured within thirty (30) days, the Lessee shall not be deemed in default if within the thirty (30) day period following Lessor's notice the Lessee commences to cure such default and thereafter diligently prosecutes such cure to completion);

- iii. Lessee's abandoning or vacating the Premises;
- iv. Any proceedings under the United States Bankruptcy Code or any amendment thereto shall be commenced by or against Lessee and, if against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization;
- v. Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors;
- vi. If a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of sixty (60) days after his appointment; or
- vii. Lessee makes any Assignment prohibited by the provisions of this Lease; then such an event shall be deemed to constitute a breach of this Lease by Lessee and Lessor may, with notice to Lessee, terminate this Lease and all rights of Lessee in and to the Premises and also the rights of any and all persons claiming under Lessee.

B. Remedies. Following the applicable cure period, Lessor, in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Lessee commits a default under Section 20(A) herein:

- i. Terminate this Lease by giving no less than thirty (30) days advance written notice thereof to Lessee, and Lessee shall then peaceably surrender the Premises to Lessor; or
- ii. Enter and take possession of the Premises with process of law and remove Lessee, with or without having terminated this Lease.

C. No Surrender. Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance or a surrender of the Premises by Lessee. A surrender must be agreed to in writing and signed by both Parties.

D. Rent. If, because of Lessee's default, Lessor terminates this Lease or Lessee's right to possess the Premises, Lessor may hold Lessee liable for Rent and additional charges accruing to the date this Lease terminates. Lessee shall not be liable for any accelerated Rent. Lessee shall, however, be responsible for the difference, if any, between the Rent and other charges that would have been payable during the remainder of the Term and the amounts actually received by Lessor from reletting the Premises, provided that Lessor uses commercially reasonable efforts to mitigate damages by promptly attempting to relet the Premises. Any amounts due from Lessee shall be payable only as they become due under the original Lease schedule.

E. Other Expenses. In the event of Lessee's default, Lessee shall be liable for and shall pay and hold Lessor harmless from all reasonable costs, expenses and attorneys' fees incurred by Lessor on account of Lessee's default, which sums shall become due and payable immediately upon

written demand. Such costs and expenses shall include but not be limited to the cost of removing and storing Lessee's personal property and the cost of repairs, alterations and remodeling necessary to put the Premises in the condition existing immediately following construction of the Improvements, reasonable wear and tear excepted.

21. Lessor's Default's and Lessee's Remedies

- A. Lessor Default. In the event that Lessor fails to perform any of its obligations or fails to comply with any of its covenants set forth in this Lease, the Lessor shall be deemed to be in default. Upon default of the Lessor, the Lessee shall give the Lessor written notice thereof. If the Lessor fails to cure such default within thirty (30) days, the Lessee shall be entitled to terminate this Agreement upon thirty (30) days advance notice. This right to terminate is in addition to all other remedies available to Lessee at law or in equity. In the event of a default by the Lessor, which cannot reasonably be cured within thirty (30) days, the Lessor shall not be deemed to be in default if within such thirty (30) days, the Lessor commences to cure such default and thereafter diligently prosecutes such cure to completion.

22. Reservation of Aviation Easement and Aerial Approach

- A. Covenant Not to Erect. Lessee hereby covenants and agrees that the Lessee will not hereafter cause or permit the erection or location of any structure or object upon the Premises to a height which would penetrate the imaginary surfaces described in Part 77a of the Federal Aviation Regulations without the express approval of the Federal Aviation Administration.
- B. Covenant to Remove. Lessee covenants to take any action within its control to prevent the erection or growth of any structure, tree or other object into the air space above the Premises at or above the elevation described in Section 22(A) hereof and to abate and remove from such air space any and all structures, trees, or other objects that may at any time project or extend above the Premises at such elevations unless expressly approved by the Federal Aviation Administration.
- C. Grant of Easement and Rights to Lessor. Lessee grants and conveys to the Lessor its agents, contractors, servants, and employees an initial and continuing right and easement to take any action necessary to prevent the erection of any structure or other object into the air space above the Premises at or above the elevation described in Subsection (A) of this Section 22, any and all structures or other objects that may at any time project or extend above the Premises at such elevations, together with the right upon reasonable notice to ingress to, egress from, and passage over the Premises, for such purposes. Lessee grants and conveys to the Lessor, its agents, contractors, servants, and employees an initial and continuing right and easement to abate and remove from such air space, any and all structures or other objects that may at any time project or extend above the Premises together with the right to ingress to, egress from, and passage over the Premises, for such purposes, provided Lessor has given Lessee not less than twenty-one (21) days written notice of its intention to abate and remove such structures or other objects and Lessee has failed to complete abatement and removal within such time. One hundred percent (100%) of the cost of all expenses associated with the abatement and removal from such air space of structures or other objects shall be the responsibility of Lessee.
- D. Grant of Easement and Rights to Public. Lessee further grants unto the Lessor, its successors, and assigns, for the benefit of the general public at large, an easement and a continuing right of way for the free and unobstructed passage of aircraft, by whomsoever owned or operated, in

and through the air space over and across the Premises at and above the elevation described in Subsection (A) of this Section 22.

- E. Covenant to Prevent Electronic Interference. Lessee shall not hereafter use or permit or suffer use of the premises in such manner as to create electrical or electronic interference with radio transmission and reception between radio-communications and air-navigation installations on or in the Airport and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to impair the visibility in the vicinity of the Airport (e.g., by discharge of particular matter), or as otherwise to endanger the landing, takeoff, or maneuvering of aircraft, such that Lessee maintains compliance with any applicable federal law or regulation.
- F. Aerial Approach. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

23. Limitations of Rights and Privileges Granted

Except for the exclusive right of the Lessee to possession and quiet enjoyment of the Premises for the purposes described herein and the right of ingress and egress thereto, no rights of any kind or type at the Airport are granted by this Lease including any exclusive right within the meaning of 29 U.S.C. § 40103(e), and other applicable sections of the Federal Aviation Act, as amended, and no greater rights or privileges with respect to the use of the Premises or any part thereof are granted or intended to be granted to the Lessee by this Lease, or by any provision hereof, than the rights and privileges expressly and specifically granted by this Lease.

24. Condemnation

In the event the Premises or any part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Lease or sold to such authority in lieu of a taking (collectively, a "Condemnation"), any award shall be paid to the Lessor, it being understood that title to all real property and all improvements thereon shall be fully vested in the Lessor free and clear of any liens and encumbrances. Notwithstanding the foregoing, the Lessee shall be entitled to any award for the value of the unexpired portion of the term of this Lease and Lessee shall be entitled to an amount equal to the unamortized cost (as reflected on the books of Lessee) of the Improvements and any other buildings, structures or fixtures constructed or installed on the Premises by the Lessee with the approval of Lessor. In any event, the Lessee, consistent with its rights under applicable law, may appear in any condemnation proceeding and recover damages for loss of the Lessee's personal property and moving expenses, if any, arising from such condemnation. Rental for that portion of the Premises condemned shall be abated from the date that the Lessee is dispossessed therefrom. If all of the Premises is condemned, or if only a portion of the Premises is condemned and the remaining portion of the Premises does not in the Lessee's reasonable judgment constitute an economically viable property sufficient for Lessee's operations and/or Permitted Uses as conducted prior to such taking, this Lease may be terminated by the Lessor or the Lessee upon at least ninety (90) days' prior written notice to the other Party, which written notice shall specify an exact date of termination. Further, in the event of termination pursuant to the prior sentence, all of the Lessee's rights and unaccrued obligations hereunder shall be extinguished.

25. Subordination

This Lease is and shall be subordinate to existing and future agreements between the Lessor, the City of Prospect Heights, and/or the Village of Wheeling and the United States or the State of Illinois relative to the operation, management, planning, development or maintenance of the Airport.

26. Rates and Charges; Operation of Airport

The Lessor acknowledges and affirms grant assurances given by Lessor to the Federal Aviation Administration that each other operator at the Airport shall be subject to the same rates, rentals and other charges as are uniformly applicable to all other operators making the same or similar uses of the Airport and utilizing the same or similar facilities. The Lessor covenants and agrees that during the Term of this Lease the Lessor will operate the Airport as such in accordance with industry standards for the use and benefit of the public; provided, however, that the Lessor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

27. National Emergency

In the event possession of the Premises and the Improvements thereon is assumed by the United States of America under any emergency powers, the rent due under this Lease shall abate for the period of such possession. In such event, the Lessee shall not be responsible for any of the other covenants in this Lease until possession by the United States of America shall terminate. Further, in the event that Lessee shall be reimbursed by the United States of America for its assumption of possession, then the rental provisions of this Lease shall remain in effect; provided, however, that if said reimbursement is less than the amount of rent and other payments herein provided, the Lessee shall be required to pay to the Lessor only such amount of reimbursement as it shall receive from the United States of America.

28. FAA and Airport Instruments

The Federal Aviation Administration and the Lessor are hereby granted the right and privilege by the Lessee to place on and around the Premises, without cost to the Lessee, whatever instruments and equipment the Federal Aviation Administration or Lessor desire during the term of this Lease, so long as said instruments or equipment do not interfere with the intended use of the Premises by the Lessee or the right of ingress to or egress from the Premises by Lessee or its subtenants, guests, business invitees or the public at large.

29. Laws, Rules, Regulations, Ordinances and Environmental Laws

- A. Laws, Rules, Regulations and Ordinances. During the term of this Lease, Lessee agrees to abide by all applicable laws, ordinances, rules and regulations established by the United States of America, State of Illinois, County of Cook, City of Prospect Heights, Village of Wheeling, Chicago Executive Airport, Federal Aviation Administration or its successors or the Division of Aeronautics of the Department of Transportation of the State of Illinois or its successors, including all amendments thereto ("Regulations") presently in force or that may be enacted during the term of this Lease. The Regulations are hereby incorporated into this Lease. The operation and use by Lessee of the Premises and the rights herein conferred upon Lessee shall be subject to valid rules and regulations as are now or may hereafter be prescribed by the Lessor to the lawful exercise of its powers; provided, however, that no such rule or regulation shall be of such nature as to interfere with or cause any derogation, prohibition or infringement with or upon the rights or privileges herein in this Lease granted to Lessee. Lessee shall keep all equipment necessary in the conduct of its operations in reasonably good and safe operating condition, meeting all insurance codes; and secure all applicable licenses, permits and any other applicable governmental approvals required for the operation of its business, operations and

equipment. Lessee shall provide Lessor upon request copies of all licenses and permits required to conduct its operations.

Nothing herein shall be construed as estopping or preventing the Lessee from contesting, in good faith, the validity or applicability to the Lessee's operations hereunder of any such law, ordinance, rule, or regulation, and the Lessee shall be entitled to exhaust any appeal rights in connection with such challenge.

- B. Environmental Laws. Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws, statutes, regulations or ordinances of any type, kind or sort (any amendments thereto) which may affect Lessee's operations upon the Premises during the Term of this Lease (or any applicable Renewal Term) (individually, "Environmental Law"; collectively, "Environmental Laws").

No goods, merchandise or material shall be kept, stored or sold in or on the Premises in violation of any applicable Environmental Law and which are defined as hazardous materials pursuant to federal, state, or local Environmental Law; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon except for those moving in transport or necessary to engage in those activities expressly permitted in this Lease which are in compliance with all Regulations governing the transportation and storage of such hazardous materials; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon. If Lessee directly causes any hazardous or toxic materials or substance to be spilled or placed at any time in, under or about the Premises in quantities which either: (1) exceed permissible levels as defined by any applicable Environmental Law as then in effect; or (2) pose an immediate, obvious threat to the health and/or safety of any employee, customer and/or invitee of either Lessor or Lessee, Lessee shall at Lessee's expense, properly remove and dispose of or otherwise remedy, as the case may require, the same. If more than one such Environmental Law shall apply, Lessee shall comply with the most stringent of such requirements.

Lessee also specifically warrants that it shall immediately notify Lessor of (a) any correspondence or communication from any governmental entity regarding the application of any Environmental Laws to the Premises, or Lessee's operations upon the Premises, or (b) any change in Lessee's operation upon the Premises that would change or has the potential to change Lessee's or Lessor's obligations and/or liabilities under any Environmental Laws, of any type, kind or sort (and any amendments thereto).

In addition, Lessee covenants and agrees to indemnify and hold harmless Lessor, its employees, agents, successors and assigns from and against any and all loss, damage and expense (including, but not limited to, reasonable investigation, legal fees and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, or any and all claims or actions brought by any person, firm, governmental body or other entity, resulting from actual releases of hazardous materials caused directly by Lessee in violation of any applicable Environmental Law or from direct violation of any Environmental Law or judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs and penalties assessed as a result of any actual releases of hazardous materials in violation of any applicable Environmental Law on the Premises during the Term of this Lease caused directly by Lessee; provided, however, Lessor shall indemnify, defend and hold harmless Lessee, its employees, agents, successors and assigns from and against any and all loss, damage and expense (including, but not limited to, reasonable investigation, legal fees and expenses) including, but not limited to, any claim or action for injury, liability, or damage

to persons or property, or any and all claims or actions brought by any person, firm, governmental body or other entity, alleging or resulting from or arising from or in connection with actual releases of hazardous materials in violation of any applicable Environmental Law or from violation of any Environmental Law or judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs and penalties assessed as a result of any actual releases of hazardous materials on or as a result of any activity or operation on the Premises in violation of any applicable Environmental Law prior to Lessee's operation of the Premises under this Lease. Lessee's and Lessor's obligations and liabilities under this Section 29(B) shall continue for so long as Lessor or Lessee bears any potential liability or responsibility under any Environmental Laws for any activity or operation on the Premises during the Term of this Lease.

Lessor shall have the right to immediately seek to enjoin any such conduct, actions or operations of Lessee upon the Premises which may cause or have the potential to cause or raise the substantial likelihood that violations of any such Environmental Laws will occur, provided that Lessor sent prior written notice to Lessee of Lessor's intent to enjoin any such conduct at least ten (10) days' prior to Lessor's enjoining such conduct.

Notwithstanding the foregoing, Lessee shall not be responsible for indemnifying Lessor for the consequences of any act or omission of any other tenant, licensee or invitee of Lessor or any other commercial operator at the Airport who enters upon the Premises.

30. Surrender of Premises by Lessee

Upon the expiration or other termination of the Term of this Lease or a portion thereof for any reason, Lessee shall quit and surrender the Premises to the Lessor broom clean, in good order and condition, ordinary wear excepted, and Lessee shall remove all of its property and ownership of all Improvements on the Premises shall immediately vest in Lessor. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Lessee shall be liable for all expenditures incurred for breach of this covenant, including, but not limited to, reasonable attorneys' fees and other costs.

31. Right of Entry Reserved

The Lessor, through its agents, employees, representatives, and contractors, shall have the right at commercially reasonable times and upon commercially reasonable notice to Lessee, to enter in, upon, and under all portions of the Premises to make ordinary inspections; to observe the performance by Lessee of its obligations under this Lease; to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Premises; or to undertake other non-emergency activities or do any other act or thing which the Lessor may be obligated or have the right to do under this Lease or otherwise. Provided, however, that nothing in this Section 31 shall be construed to limit or diminish the Lessor's right of entry at any time in the event of an emergency.

Unless specifically provided in this Lease, no abatement of any payments by the Lessee shall be claimed by or allowed to the Lessee by reason of the exercise by the Lessor of any of the rights set forth in this Section 31 or in any other provision of this Lease.

Nothing herein is intended or shall be construed to obligate the Lessor to construct, maintain, repair, replace alter, add to, or impose the Premises or any portion thereof, or to impose upon the Lessor any liability for any failure to do so.

32. INTENTIONALLY DELETED

33. Security

Lessee hereby acknowledges that Lessor is required by 49 C.F.R. Part 1542, as it may be amended from time to time ("Part 1542"), to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft ("AOA"), and/or the Security Identification Display Area as defined in Part 1542 ("SIDA"). Lessor has developed an Airport Security Program ("ASP") for the Airport, which ASP is in compliance with the aforementioned federal regulations and a copy of which ASP may be reviewed by Lessee upon its reasonable request therefor to Lessor. Lessee warrants, covenants, and agrees to be fully bound by and comply with the requirements of Part 1542 in connection with Lessee's exercise of the privileges granted hereunder. Lessee at its own cost, shall cause facilities and procedures to be prepared, satisfactory to Lessor, designed to prevent and deter persons and vehicles from unauthorized access to the SIDA and/or the AOA from and through the Premises in accordance with the provisions of Part 1542. Lessee acknowledges that its security procedures and facilities on the Premises shall include but not be limited to: (i) fencing and locked gates; (ii) Lessor-approved badging, badge display, escort and challenge procedures applicable to persons authorized to enter the SIDA and/or the AOA; (iii) an electronic entry control system or a manned guard system where gates or doorways cannot reasonably be controlled by locks; and (iv) other facilities and procedures as may be required to control the entrance of persons and vehicles onto the SIDA and/or AOA. Lessee shall not do or permit its agents, invitees, servants or employees to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, including without limitation Part 1542, as they may be amended from time to time. Lessee shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that Lessee's agents, invitees, servants and employees are in compliance with all security requirements. Lessee shall be responsible for all costs associated with obtaining such badge and/or access privileges. If a prohibited incursion into the AOA occurs, or if the safety or security of the AOA or other sterile area is breached by or due to the gross negligence or willful act or omission of Lessee or any of its employees, and such incursion or breach results in a civil penalty action being brought against Lessor by the U.S. Government, Lessee shall reimburse Lessor for all reasonable expenses, including without limitation reasonable attorneys' fees and litigation expenses, incurred by Lessor in defending against said civil penalty action and for any civil penalty or settlement amount paid by Lessor as a result of such action or inaction, incursion or breach. Lessor shall notify Lessee in writing within a commercially reasonable time of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government related to action or inaction of Lessee.

34. General Provisions

- A. Incorporation of Primary Guiding Documents. The Primary Guiding Documents as may be amended from time to time are hereby incorporated herein and made part of this Lease. In the event of any inconsistencies, the higher or more restrictive standard shall apply.
- B. Integration. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the Parties hereto. There are no understandings or agreements of any kind between the Parties hereto with respect to the subject matter contained herein, verbal or otherwise, other than as set forth in this Lease including the exhibits hereto. All additions, changes or deletions herein were made prior to execution by either Party, except that additions, changes or deletions made after execution by one Party and before execution by the other shall be marginally initialed by both Parties.

- C. Severability. The provisions of this Lease are severable and it is the intention of the Parties hereto that if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.
- D. Headings. The headings of the several articles, paragraphs and sections of this Lease are inserted only as a matter of convenience, and they in no way define, limit, or describe the scope of intent of any provision of this Lease, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- E. Community Event. Each year, Lessor holds a Community Event (“Event”) on a Saturday during the summer or autumn. Lessee hereby agrees that it will allow Lessor to utilize the Premises, excluding any access to any buildings, on the day of the Event for parking, staging and viewing. The Event coincides with airfield maintenance. Lessor shall provide Lessee with at least ninety (90) days’ prior written notice of the Event and shall (1) return the Premises to the same condition as they were in prior to the Event; and (2) defend, indemnify and hold Lessee harmless against all claims, demands, actions, causes of action, suits, damages, judgments, orders, decrees, costs and expenses, including any action or proceedings brought thereon, and all costs, losses, expenses and liability, including reasonable attorney's fees and cost of suit, for property damage, personal injury, liability or death which shall occur arising out of or occasioned by Lessor’s or its invitees’ or guests’ use of the Premises during the Event.
- F. Notices. All notices, consents, demands, approvals, and requests which are required or permitted to be given by either party to the other pursuant to any provision of this Lease shall be in writing and delivered personally (including delivery by a regular messenger or courier service), by overnight private courier delivery, United States mail, or by email. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt requested, postage prepaid and shall be deemed delivered upon receipt. Personally delivered notices, emailed notices, and notices delivered by overnight private courier delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery, and email shall be deemed delivered upon sending. The notice addresses of the Parties are as follows:

If to Lessor:

Executive Director
Chicago Executive Airport
1020 S. Plant Road
Wheeling, IL 60090
Email: finance@chiexec.com

With a copy to:

AGHL Law, LLC
Attn: Thomas J. Lester
839 N. Perryville Rd. Suite 200
Rockford, IL 61107
Email : tlester@aghlhllaw.com

If to Lessee:

NetJets Services, Inc.
4111 Bridgeway Avenue
Columbus, OH 43219
Attn: Vice President, Corporate Real Estate
Email: realestateap@netjets.com

With a copy to:

NetJets, Inc.
Attn: Office of the General Counsel
4111 Bridgeway Avenue
Columbus OH 43219

With a copy to:

Porter Wright Morris & Arthur LLP
41 S. High St.
Suites 2800-3200
Columbus, OH 43215
Attn: Matthew Moberg, Esq.

Any Party may change its notice address from time to time upon written notice given under this Lease to the other Party.

- G. Applicable Law. This Lease is entered into, is to be performed, and shall be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the conflicts of law principles of the law of such state or of any other state.
- H. Waivers. Any term, provision or condition of this Lease may be waived in writing at any time by the Party which is entitled to the benefits of such term, provision or condition. No waiver of any term, provision or condition of this Lease shall be deemed to be or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year written below.

LESSOR:

CHICAGO EXECUTIVE AIRPORT,
an Illinois municipal corporation

By: _____
Name: _____
Title: Chairman
Date: _____

ATTEST: _____

By: _____
Its Secretary

LESSEE:

NETJETS SERVICES, INC.,
a Delaware Corporation

By: _____
Name: _____
Title: _____
Date: _____

[illegible]

EXHIBIT B

FORM OF MEMORIALIZATION OF COMMENCEMENT DATE

[ATTACHED]

MEMORIALIZATION OF COMMENCEMENT DATE AGREEMENT

THIS MEMORIALIZATION OF COMMENCEMENT DATE AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2026 (the “Operative Date”), by and between Chicago Executive Airport, an Illinois municipal corporation, having offices at 1020 South Plant Road, Wheeling, IL 60090 (the “Lessor”), and NetJets Services, Inc., a Delaware corporation, having offices at 4111 Bridgeway Avenue, Columbus, OH 43219 (the “Lessee”). Lessor and Lessee may be individually referred to herein as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Lessee has leased from Lessor that certain parcel of land situated at the Chicago Executive Airport located at 1020 Plant Road, Wheeling, IL 60090 (the “Airport”) commonly known as Aviation Plat 69 (A.K.A. “Parcel 69”) consisting of approximately four (4) acres (the “Premises”) pursuant to that certain Net Ground Lease Agreement by and between Lessor and Lessee effective as of June 17, 2026 (the “Lease”);

WHEREAS, all capitalized terms used in this Agreement and not defined herein shall have the same meanings ascribed to such terms in the Lease; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize both the Commencement Date and the Term under the Lease.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement as though fully rewritten herein.
2. The Commencement Date of the Lease shall be _____, 202__.
3. The Initial Term of the Lease shall expire on _____, 204__, unless sooner terminated or extended pursuant to the terms and conditions of the Lease.
4. Lessee possesses four (4) options to extend the Term of the Lease beyond the Initial Term for additional periods of sixty (60) months each (each, a “Renewal Term”).
5. If Lessee timely and properly exercises its options to renew the Term of the Lease for all four (4) Renewal Terms, the Term of the Lease shall end on _____, 206__.
6. The Parties acknowledge and agree that, pursuant to the Survey attached to the Lease as Exhibit C, the Premises contain exactly _____ square feet, which square footage shall control for all purposes under the Lease.
7. In the event of a conflict between the terms of this Agreement and the Lease, the terms of the Lease shall prevail.

8. This Agreement is entered into and shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflicts of law principles of the law of such state or of any other state.

9. Except as otherwise provided in this Agreement, all of the remaining terms, conditions, covenants, and provisions of Lease shall remain in full force and effect, and are hereby ratified and reaffirmed by the Parties.

10. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one (1) and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Operative Date.

LESSOR:

CHICAGO EXECUTIVE AIRPORT,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

NETJETS SERVICES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

SURVEY

[TO BE PROVIDED]

EXHIBIT D

INSURANCE REQUIREMENTS

Liability Insurance. Lessee shall, at Lessee's expense, during the Term of this Lease maintain an insurance policy or policies providing contractual and comprehensive general liability insurance coverage for Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall provide combined single limit coverage in an amount of not less than \$25,000,000 for injury to or death of one or more persons. Such insurance shall further protect Lessor and Lessee against liability for property damage of at least \$100,000. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Such insurance shall include the following coverages: Premises - Operations; Independent Contractor and Subcontractors; Products and Completed Operations; and Broad Form Contractual. In addition, Lessee shall comply with all insurance requirements set forth in the Minimum Standards, as may be amended by Lessor from time to time

Property Insurance. Lessee shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Improvements in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). Lessee may obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the fixtures, inventory, and other contents of Lessee situated in the Improvements, and loss of earnings should fire, water damage (from bursting pipes or leakage) or other casualty loss occur. Lessee shall look to its own respective insurance coverage for recovery of any damage to the fixtures, inventory, or other contents of the Improvements and loss of earnings, and Lessee hereby waives against Lessor, to the extent such waiver does not invalidate any insurance coverage, any and all claims or demands of whatsoever nature for damage, loss or injury to the fixtures, inventory, or other contents situated in the Improvements which shall be caused by or result from fire, water damage or other perils, events or happenings insured.

Environmental Insurance. During the term of this Lease, Lessee shall either (a) maintain in full force and effect a policy or policies of insurance covering loss or damage arising from an unintended discharge of fuel or other petroleum products on and from the Premises, with combined single limit coverage in an amount of not less than \$1,000,000, in a form and issued by a company or companies satisfactory to Lessor, or (b) provide evidence satisfactory to the Airport Manager that all underground storage tanks located on the Premises are operated, maintained, permitted and registered in a manner to qualify for coverage under the Leaking Underground Storage Tank Program established by the Illinois General Assembly in Title XVI of the Illinois Environmental Protection Act, or some equivalent program, and that such program is in the reasonable judgment of the Executive Director funded at a level to assure adequate protection to Lessor from damages and claims which may arise from unintended discharges of fuel and other petroleum products on and from the Premises.

Certificates of Coverage. Each policy of insurance obtained under this Lease by the Lessee shall provide that it may be canceled only upon thirty (30) days written notice to the Lessor in accordance with the provisions of Section 11 of this Lease. Each such policy shall also provide that it shall not be invalid to the Lessor because of act or neglect of the Lessee. A certificate evidencing such policy shall be delivered to the Lessor and shall be available for inspection by Lessor at any time during the term of this Lease. Each policy shall be renewed in a certificate evidencing the new policy, which certificate shall be deposited with the Lessor not more than seven (7) days after the expiration of the old policy. Upon failure if Lessee to furnish, deliver and maintain such insurance as provided, the Lessor may obtain such insurance and charge Lessee as additional rental, the cost of the insurance plus all appropriate attorney's fees administrative

charges and incidental expenses associated with the transaction. Failure of Lessee to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Lessee from any liability under this Lease, nor shall the insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification. Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

CHICAGO EXECUTIVE AIRPORT LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 26-021

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED:

**A RESOLUTION APPROVING A CONTRACT RENEWAL WITH TAFT STETTINIUS &
HOLLISTER LLP FOR PUBLIC AFFAIRS REPRESENTATION**

SUBMITTED BY: Jeffrey J. Miller A.A.E, ACE, Executive Director

BASIC DESCRIPTION OF ITEM¹: This is a resolution to approve a contract renewal with Taft Stettinius & Hollister LLP (“Taft”). Taft will represent Chicago Executive Airport in connection with legislative advocacy and monitoring, provide any governmental relations services, and prepare relevant lobby registrations and lobby activity reports. The main point of contact between Taft and Chicago Executive Airport will be Micheal J. Zalewski.

BUDGET²: Sufficient funds are available within the current budget.

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Letter from Taft Stettinius & Hollister LLP.

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: Jeffrey J. Miller A.A.E, ACE, Executive Director

¹ The purpose of the proposed item and a description of same. If the issue is site specific a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 26-021

**A RESOLUTION APPROVING A CONTRACT RENEWAL WITH TAFT STETTINIUS &
HOLLISTER LLP FOR PUBLIC AFFAIRS REPRESENTATION**

WHEREAS, the Chicago Executive Airport Board of Directors is in need of lobbying compliance counsel; and,

WHEREAS, Micheal J. Zalewski, lobbyist counsel for the Airport will continue to represent Chicago Executive Airport, and,

WHEREAS, The Chicago Executive Airport Board of Directors finds it is in the best interest of the Chicago Executive Airport to enter into a new engagement agreement for the time period August 12, 2026 through July 31, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CHICAGO EXECUTIVE AIRPORT, that the firm Taft Stettinius & Hollister LLP of is hereby approved.

Director _____ moved, seconded by Director _____ that Resolution No. 26-021 be adopted.

Director Berman _____

Director Dolick _____

Director Hellyer _____

Director Lang _____

Director Kearns _____

Director Saewert _____

ADOPTED this 12th day of August 2026, by the Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary



111 East Wacker, Suite 2800
Chicago, IL 60601
Tel: 312.527.4000 | Fax: 312.527.4011
taftlaw.com

Michael J. Zalewski
312.840.4323
mzalewski@taftlaw.com

July 27, 2026

VIA E-MAIL

Jeffrey Miller, Executive Director
Chicago Executive Airport

RE: Engagement of Chicago Executive Airport for Public Affairs Representation

Dear Jeff:

Thank you for choosing Taft Stettinius & Hollister LLP ("Taft"). We are pleased you have asked us to handle the engagement described in this letter. Please take a moment to review this letter, confirming the terms of our engagement and the basis on which our firm will provide services to you.

Identity of Client. Taft's client in this matter will be the Chicago Executive Airport ("Airport"). Unless otherwise agreed to in writing, our engagement does not extend to the Airport's affiliates, subsidiaries, officers, directors, shareholders, employees, contractors, individual partners, or any entities in which the Airport owns an interest.

Nature and Scope of Engagement. Taft will represent the Airport in connection with the following matters (the "Services"):

1. Legislative advocacy and monitoring;
2. Provide any other governmental relations services mutually agreed to by the Airport and Taft; and
3. Prepare applicable lobby registration reports and lobby activity reports, as well as ensure compliance with applicable statutes.

While we cannot anticipate all of the work to be done in the course of our representation of the Airport, we believe the above accurately represents the scope of the project as we understand it. If the Airport wishes to change the nature or scope of this engagement, or would like Taft to represent Airport in other matters, please let us know and we will discuss amending or modifying these terms of engagement.

Points of Contact. Michael J. Zalewski will be primarily responsible for your work, but all or a portion of the services may be performed by other Taft professionals. Any questions you have with respect to the way your matter is being handled may be referred to me.

Taft will report directly to you in your capacity as Vice President of State Government Affairs.

Fees, Costs, and Payment of Statements. Taft proposes a fixed fee arrangement for the Services. Based upon the nature and scope of this project as we understand it, our fixed fee will be, to be paid as a monthly fee of \$5750 per month. This fee includes charges for all work performed on the project by various professionals, but does not include charges for costs incurred related to photocopying, messenger and delivery service, computerized research, travel, local transportation, meals, telephone conferencing and fax charges, and other incidental expenses. Statements will be rendered monthly, and payment is due promptly upon receipt of our statement. Should the nature and scope of this engagement change, you understand that an adjustment to the fixed fee may be warranted to reflect the broader engagement.

Terms of Engagement. The term of this agreement is twelve months from the date of execution, from August 12, 2026 until July 31, 2027. This contract may be extended, its scope altered, and the fee changed by mutual agreement of Taft and yourself in writing. This contract may be terminated upon Thirty (30) days' notice by either party.

State Disclosures. The Illinois Lobbyist Registration Act requires lobbyists and lobbying firms to file a disclosure of their clients and the scope of their representation and fee amounts with the Illinois Secretary of State. Taft will file the appropriate reports associated with this representation in full compliance with the above described requirements.

Confidentiality. Taft recognizes that during our representation we could become aware of information, practices, or policies which you may wish to keep confidential. Taft agrees to maintain that confidentiality and not disclose information to any outside party during the contract period or thereafter to the extent permitted by law.

Non-Legal Representation. Although Taft is a law firm, you understand that Taft is not providing legal services for this engagement. As such, the protections of the attorney-client relationship do not exist. If you would like to engage Taft to represent it in future legal matters, a separate engagement letter with additional terms will be required.

Conflicts of Interest. Taft agrees to promptly notify you and obtain consent before representing another client if that representation would create an actual conflict of interest, related to Taft's provision of Services under this Agreement.

July 27, 2026
Page 3

AGREED TO AND ACCEPTED BY:

[NAME], [TITLE]

By: _____

Printed Name: _____

Title: _____

Date: _____

Michael J. Zalewski, Counsel

By: *Michael J. Zalewski*

Printed Name: _____

Title:

Taft/ **Michael J. Zalewski**, Of Counsel
Business / Real Estate
Direct: 312.840.4323 | Office Ext: 34323
Taft Office: Chicago

Date: _____

**CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO. 26-022

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED:

**A RESOLUTION TO APPROVE EMPLOYMENT AGREEMENT WITH
JEFFREY MILLER TO SERVE AS EXECUTIVE DIRECTOR OF
CHICAGO EXECUTIVE AIRPORT FOR THE TIME PERIOD OF
NOVEMBER 1, 2026 THROUGH OCTOBER 31, 2031**

SUBMITTED BY: Jamie Dunne, Chairman

BASIC DESCRIPTION OF ITEM: The Executive Director's current Employment Agreement with Chicago Executive Airport expires on October 31, 2026. It is the desire of the Board to continue to employ Jeffrey Miller as its Executive Director and it is Jeffrey Miller's desire to continue to be employed as Executive Director of Chicago Executive Airport. The new Employment Agreement will provide for Jeffrey Miller's continued employment as Executive Director starting on November 1, 2026 through October 31, 2031.

BUDGET: Sufficient funds exist in the budget to cover the cost associated with the Agreement.

BIDDING: Not applicable.

EXHIBIT(S) ATTACHED: Employment Agreement.

RECOMMENDATION: To approve Employment Agreement with Jeffrey Miller to continue to serve as Executive Director for a new five year term.

SUBMITTED FOR BOARD CONSIDERATION: Jamie Dunne, Chairman

RESOLUTION NO. 26-022

**A RESOLUTION TO APPROVE EMPLOYMENT AGREEMENT WITH
JEFFREY MILLER TO SERVE AS EXECUTIVE DIRECTOR OF
CHICAGO EXECUTIVE AIRPORT FOR THE TIME PERIOD OF
NOVEMBER 1, 2026 THROUGH OCTOBER 31, 2031**

WHEREAS, the Board of Directors desires to continue to employ Jeffrey Miller as Executive Director for an additional five years after the expiration of his current Employment Agreement; and

WHEREAS, subject to the terms and conditions stated in the Employment Agreement, the Board of Directors believes that entering into the Agreement is in the best interests of CEA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHICAGO EXECUTIVE AIRPORT, that the attached Employment Agreement is hereby approved substantially in the form attached hereto.

Director _____ moved, seconded by Director _____
that Resolution No. 26-022 be adopted.

Director Berman	_____	Director Dolick	_____
Director Hellyer	_____	Director Lang	_____
Director Kearns	_____	Director Saewert	_____

ADOPTED this 12th day of August 2026 by the Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary

**CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO. 26-023

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED:

**A RESOLUTION APPROVING THE SELECTION OF THE FIRM OF CRAWFORD,
MURPHY & TILLY, INC. TO BE ONE OF THE CONSULTING ENGINEERS FOR
CHICAGO EXECUTIVE AIRPORT**

SUBMITTED BY: Jeffrey Miller, Executive Director

BASIC DESCRIPTION OF ITEM: Every five years we are required by the FAA and IDOT to go through a process of reviewing engineering consultants. To comply with that requirement, requests for qualifications (RFQ's were sent out to ten (10) engineering firms that were IDOT pre-qualified, close to Chicago Executive Airport and that had expertise with Airport Construction Inspection, Airport Design, Airport Planning and Special Services, as well as Environmental Assessments. Per IDOT-IDA guidelines, we also posted the RFQ on its website and published the RFQ in legal notices to the general public.

Four (4) firms responded and staff interviewed the four (4) responding firms. Staff recommends that CEA use two firms to serve as Consulting Engineers, the firms of Crawford, Murphy & Tilly, Inc. (CMT) and Mead & Hunt. Based upon an engineer selection matrix, staff rated CMT and Mead & Hunt to be the better candidates regarding current knowledge of the airfield, depth of project experience, SEFC prequalification and other factors. For each engineering assignment, staff shall select which qualified consulting engineers will be assigned the project.

BUDGET: N/A.

EXHIBIT(S) ATTACHED: Retainer Agreement with Crawford, Murphy & Tilly, Inc.

RECOMMENDATION: To approve.

SUBMITTED FOR BOARD CONSIDERATION: Jeffrey Miller, Executive Director

RESOLUTION NO. 26-023

**A RESOLUTION APPROVING THE SELECTION OF THE FIRM OF CRAWFORD,
MURPHY & TILLY, INC. TO BE ONE OF THE CONSULTING ENGINEERS FOR
CHICAGO EXECUTIVE AIRPORT**

WHEREAS, the Federal Aviation Administration (FAA) and the Illinois Department of Transportation-Division of Aeronautics (DOA) require that a selection process be conducted every five years to determine which engineering consultant firm will be employed by the Chicago Executive Airport to prepare plans and specifications of projects funded through the FAA Airport Improvement Program (AIP) and through the IDOT-DOA; and

WHEREAS, in conformance with this requirement, the Chicago Executive Airport Board of Directors has solicited requests for qualifications (RFQ's) from ten (10) engineering firms that were on the IDOT prequalification list; and

WHEREAS, after careful review of the qualifications submitted and interviews, Airport Staff recommends the firm of Crawford, Murphy & Tilly, Inc. as qualified to meet the future engineering needs of the Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHICAGO EXECUTIVE AIRPORT, that the firm of Crawford, Murphy & Tilly, Inc. be selected as one of the engineering consultants of record for Chicago Executive Airport for the next five years.

BE IT FURTHER RESOLVED that the attached five-year retainer contract with Crawford, Murphy & Tilly, Inc. is hereby approved.

Director _____ moved, seconded by Director _____
that Resolution No. 26-023 be adopted.

Director Berman	_____	Director Dolick	_____
Director Hellyer	_____	Director Lang	_____
Director Kearns	_____	Director Saewert	_____

ADOPTED this 12th day of August 2026 by the Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at **Wheeling and Prospect Heights, Illinois**, this 12th day of **August** in the year 20**26**, by and between the **Chicago Executive Airport Board of Directors** (hereinafter referred to as the "Owner"), as Party of the First Part, and **Crawford, Murphy & Tilly, Inc.** (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the **Chicago Executive Airport** located at Latitude **42° 06.51' N**, Longitude **89° 54.06' W**, in **Cook** County, State of Illinois; and

WHEREAS, the development program shall include projects described as:

1. Remove Hot Spot Location 1 on East Side of Airport; East Side of Taxiway K
2. Reimbursement for Master Plan – Phase 2
3. South Parallel Taxiway to Runway 12/30 Relocation – Phase 1
4. Construct Northeast Quadrant Auto Parking Lot and Entrance Road
5. Remove Runway 6/24 and Taxiway Geometry Changes
6. Replace Airside Fixed Emergency Generator
7. Rehabilitate Airfield Lighting Phase 2 – Rehabilitate Airfield Lighting Circuitry and Lights
8. Rehabilitate Airfield Lighting Phase 2 – Rehabilitate Airfield Signage
9. Land Acquisition Reimbursement – Parcel 201 & 204/206
10. Rehabilitate EMAS Arresting Beds Seal System
11. Construct Combined Terminal Building, Airport Administration Office and Community Center Building
12. Rehabilitate Runway 16/34
13. Widen Taxiway E and Connecting Taxiways
14. Rehabilitate/Widen Runway 12/30 to 100' including Runway Widening Justification Study
15. Rehabilitate Southwest T-Hangar Taxiway Pavements
16. Rehabilitate NE T-Hangar Taxiways Phase 1
17. Install Airport Perimeter Security/Wildlife 10' Fencing Phase 1

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois, is authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development project.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

The Engineer agrees to furnish and perform the various professional engineering services required for the preparation of the above reference construction project as follows:

(A.) The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects included in the above referenced development program.

2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the above referenced development program.
3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.
4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.

(B.) The Preliminary Phase

1. Office Engineering
 - a. Provide the Owner when requested, all elements required for the Preapplication for Federal Assistance ready for signature of the Owner and submittal to the Division.
 - b. Preparation of elementary sketches and supplementary sketches required to achieve State and/or Federal budgeting.

(C.) The Design, Special Services and Construction Phases

1. Upon completion of the programming and budgeting of all or any part of the above reference development program, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the above referenced development program which are to be funded under a specific project. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer for services rendered associated with the development of the **Chicago Executive Airport** as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on the attached Schedule of Charges and the actual time expended in performing the services.

The invoices shall be submitted by the Engineer and shall detail the services performed, an employee number and classification of the person performing the service. If any services are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall be reimbursed at his actual cost for obtaining these services. If payments are delinquent by more than 90 days, a finance charge of 1 ½% per month will be assessed along with any charges related to collection procedures.

- B. The Owner or Engineer by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice from Owner, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the above referenced development program under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.
- D. This agreement expires upon final approval and acceptance of the completed project(s) as included in the above referenced development program.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order NO. 11246, "Equal Employment Opportunity," as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide upon request an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same.
- B. During the performance of this contract, the Engineer, for itself, its assignees and successor in interest agrees as follows:
 - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by referenced and made a part of this contract.
 - 2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

3. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 4. In the event of the Engineer's noncompliance with the nondiscrimination provisions of the contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to -
 - (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
 5. The Engineer shall include the provisions of Paragraphs 1 through 4 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- C. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.
- D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at **Wheeling and Prospect Heights**, Illinois, this **12th** day of **August**, 20**26**.

ATTEST:

(SEAL)

Chicago Executive Airport Board of Directors
(Sponsor Name)

36-3418521
(Federal Employee's Identification Number)

BY _____

Printed Name & Title

BY _____

Printed Name & Title

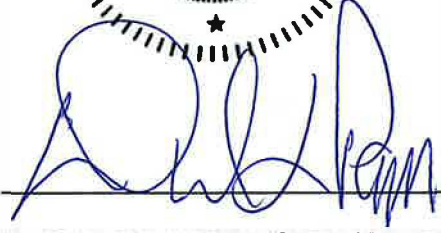
ATTEST:

(SEAL)



CRAWFORD, MURPHY & TILLY, INC.
(Consultant Name)

37-0844662
(Federal Employee's Identification Number)

BY 
Daniel L. Pape, PE, Aviation Group Manager
Printed Name & Title

BY 
Douglas J. Klonowski, PE Vice President
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT - ILLINOIS PURCHASING ACT
ILLINOIS REVISED STATUTES - CHAPTER 127

132.11-1. Contracts with State Officers or Employees -
Prohibition - Exceptions - Penalty

11.1 It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7-1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not more than \$2,500.

Amended by P.A. 79-779, 1, eff. October 1, 1975.

Amended by P.A. 82-622, 16, eff. January 1, 1982.

CERTIFICATION OF CAPACITY TO CONTRACT

Section 11.1 of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter 127, Paragraph 132.11-1), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section 11.1 or to subcontracts. (1976 Op. Atty. Gen. No. S-1281).

(Corporation)

The undersigned, being the duly authorized representative of Crawford, Murphy and Tilly, Inc., a corporation, hereby certify that they have read Section 11.1 of the Illinois Purchasing Act and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7-1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

12th day of August, AD, 2026

Crawford, Murphy & Tilly, Inc.
Corporation

Corporate Seal



BY

Douglas J. Klonowski, PE

Douglas J. Klonowski, PE, Vice President
Printed Name & Title

CERTIFICATION OF ENGINEER

I hereby certify that I am the Vice President and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 2750 W. Washington Street, Springfield, Illinois, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution of page 8 that:

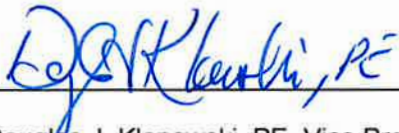
- (a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.
- (b) it is not barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date: August 12, 2026

Crawford, Murphy & Tilly, Inc.

By:


Douglas J. Klonowski, PE, Vice President

ATTACHMENT A

2026 Schedule of Hourly Charges – Crawford, Murphy and Tilly, Inc.

**CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2026**

Classification	Regular Rate
Senior Principal 2	\$ 350
Senior Principal	\$ 325
Principal	
Senior Manager	\$ 315
Senior Planner 2	
Senior Specialty Engineer 2	\$ 300
Senior Structural Engineer 2	
Senior Specialty Professional 2	\$290
Senior Civil Engineer 2	
Project Manager 2	\$270
Senior Environmental Scientist 2	\$260
Senior Architect 2	\$ 250
Senior Structural Engineer	
Senior Civil Engineer	
Senior Specialty Engineer	\$ 235
Senior Specialty Professional	
Senior Environmental Scientist	
Project Manager	\$ 230
Senior Planner	\$ 225
Senior Administrative Specialist	\$ 210
Senior Technician	\$ 190
Project Environmental Scientist	
Project Civil Engineer	\$ 185
Project Specialty Engineer	
Project Structural Engineer	
Project Planner	
Project Specialty Professional	
Civil Engineer	\$ 180
Specialty Engineer	
Structural Engineer	
Administrative Specialist	
Specialty Professional	\$ 160
Planner	
Project Technician	
Architect	\$ 150
Environmental Scientist	\$ 135
Technician	
Admin Coordinator	\$120
Admin	\$ 115

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2027.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

For Services provided under Section I, Paragraph C:

In consultation with the Owner and Illinois Department of Transportation – Division of Aeronautics (IDA), an Agreement for Engineering Services covering the specifically defined parts of the development program which are being funded under a programmed project will be developed utilizing IDA's Standard form of agreement and presented for review and execution. The Agreement(s) will cover Design Phase Engineering, Special Services Phase Engineering and/or Construction Phase Engineering Services of the specific project, as appropriate.

ATTACHMENT A (CONT.)

**CRAWFORD, MURPHY AND TILLY, INC.
STANDARD DIRECT COST RATES
January 1, 2026**

ITEM	COST / ITEM
<u>Subsistence:</u>	
Per Diem	\$62.00
Quarter Day (Breakfast)	\$14.00
Quarter Day (Supper)	\$44.00
Metropolitan Area (per diem)	per www.gsa.gov/perdiem .
Lodging (at cost plus taxes)	at actual cost
<u>Transportation:</u>	
CMT Owned or Employee Vehicle Mileage (2025 IRS rate)	\$ 0.725/mile
Vehicle Day Charge - Construction (when included in contract)	\$90/day
<u>Reproduction Charges:</u>	
Aerial Photos, or Custom Reproductions	at actual cost*
8 1/2" x 11" Copies (including Collating & Binding)	\$ 0.15 each*
8 1/2" x 14" Copies (including Collating & Binding)	\$ 0.15 each*
11" x 17" Copies (including Collating & Binding)	\$ 0.20 each*
Bond Prints	\$ 0.40/sq. ft.*
Vellum Prints	\$ 0.60/sq. ft.*
Photo Paper for Public Exhibits	\$ 200/roll*
Mylar Prints	\$ 1.50/sq. ft.*
*approx. external cost (in house copies at no charge)	
<u>Other:</u>	
UPS Delivery	at actual cost
Aerial photos scanned	at actual cost
Other Direct Expenses	at actual cost

Direct costs are at actual cost documented by vendor invoices or employee expense reports.

ATTACHMENT B

A copy of the Request for Proposal from the Chicago Executive Airport is attached as Attachment B.

**Updated March 31, 2026:**

1. Corrected "Projected decision date: Wednesday, August 19, 2026"
2. Clarified verification for IDOT prequalification
3. Clarified Illinois AER 306 Items 7 & 8

March 16, 2026**Selection of Engineering Consultant Request for Qualifications**

Chicago Executive Airport intends to select an engineering consultant for the purpose of providing planning, preliminary engineering, design and construction and special services for the items indicated in the attached preliminary Scope of Services at Chicago Executive Airport (PWK). Eligible work must be performed and completed in such a manner as to be reimbursable from federal/state grant funds. The airport is conducting an open engineering selection in accordance with FAA Advisory Circular 150/5300-14D "Architectural, Engineering and Planning Consultant Services for Airport Grant Projects" and the IDOT – DOA "Consultant Engineer Selection Procedures Manual".

If your firm wishes to be considered as engineering consultant, please submit three (3) hard copies and one (1) electronic .pdf file of the following information by 4:00 pm CDT, Thursday, April 30, 2026, to George Sakas, Director of Economic Development and Administrative Services, 1020 S. Plant Road, Wheeling, IL 60090 gsakas@chiexec.com.

1. Name, size, and description of firm.
2. Location of main office and office where work will be accomplished.
3. Qualifications and previous experience in airport development at similar airports.
4. Resumes of key personnel assigned to the project.
5. References associated with previous work experience by your firm.
6. Illinois airports worked on by your firm as the prime consultant during the last three years.
7. Provide any additional comments you believe are relevant.
8. Illinois Department of Transportation prequalification for airport work will be a requirement. **Proposers may submit a statement verifying prequalification. Certificates are not required but CEA will verify prequalification on the Bureau of Design and Environment's list.**

Please note that this is a request for qualifications. No elaborate special presentation brochures are expected. Please limit your submission to twenty-five (25) pages, not including resumes. An evaluation of qualified firms will be undertaken following receipt of submittals. The Airport plans the following schedule:

Date of publication: Monday March 16, 2026

Proposal due date: Thursday, April 30, 2026, at 4:00 PM CDT

Respondent Interviews planned: June 2026

Projected decision date: Wednesday, August 19, 2026

It is the intent of the Chicago Executive Airport to enter a retainer contract with a consultant during a five-year period in which these projects are developed.

Regards,

A handwritten signature in black ink, appearing to read 'Jeffrey J. Miller'.

Jeffrey J. Miller A.A.E., ACE
Executive Director

ATTACHMENT A

Proposed Scope of Services 2026 - Chicago Executive Airport (PWK)

The Engineering Consultant will be responsible for assisting the “Sponsor” (herein after referred to as “Chicago Executive Airport” or “CEA”) as directed with planning, design and construction phase services, program management, budget analysis and other technical resources and processes necessary to implement planned capital improvements and to respond in a timely manner to the operational needs of CEA.

1.1 PRIMARY SCOPE OF SERVICES

The Engineering Consultant is expected to provide professional engineering services in support of CEA's efforts to develop and maintain its capital infrastructure. Individual elements may include but are not limited to the following:

- Planning and budget development
- Design of project plans and specifications
- Managing and tracking project-level cost, schedule, and budget requirements
- Managing accounting related to Airport Improvement Program projects
- Defining, validating, and monitoring project scope
- Identifying all resources and processes required for project implementation
- Identifying and implementing all necessary coordination and communication
- Facilitating and expediting the resolution of technical issues
- Facilitating the resolution of contractual issues
- Monitoring and reporting on progress and issues affecting project implementation
- Presenting details of project design, construction and progress to the Sponsor and others as required
- Providing construction observation services and Overall Project Management Services
- Presenting materials to CEA's Board of Commissioners as requested

1.1.1 PROJECT TECHNICAL LIAISON

Certain projects and project components may be undertaken by others (i.e., tenants or other agencies) that are on or near airport property, and/or in which CEA is a stakeholder. On selected projects, the Engineering Consultant may be required to provide technical liaison and oversight services on behalf of CEA, to identify issues related to operational, financial, contractual, or other concerns, and advise CEA regarding technical or other solutions.

1.1.2 COST CONTROL

As part of each project which the engineering consultant designs, identify opportunities for capital, project implementation and life cycle cost reduction and/or deferral. Facilitate policy and technical decisions by preparing comprehensive decision analyses, identifying and weighting evaluation criteria against project objectives and operational requirements. Conduct value engineering reviews as required and establish systems for constant identification and evaluation of cost reduction initiatives.

1.1.3 PROJECT CONTROLS

Develop, maintain and track project budgets, cost estimates and analyses, program and project schedules, historical and prospective cash flows, cost and schedule trend analyses, and a systematic approach to tracking critical project issues to ensure budgetary control and prevent cost overruns.

1.1.4 PROJECT PROGRESS REPORTING

Prepare periodic reports for internal management and stakeholder communications. Provide data, graphics and other materials as required for internal, external, and public presentations.

1.1.5 CAPITAL FINANCE SUPPORT

Assist CEA by providing project cash flow requirements as well as key schedule milestones by generating reports and analyses and tracking the availability of funding sources relative to expenditures and commitments.

1.1.6 SPECIAL STUDIES

Occasionally CEA may assign the Engineering Consultant special studies or analyses related to functional, technical, or methodological needs identified by CEA.

1.1.7 CONFERENCES AND RESEARCH

The Engineering Consultant may be required to conduct field research, site visits to other major capital programs, attend technical conferences or other industry functions with representatives of CEA, design team members and other agencies as may be required in connection with their services.

1.1.8 ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS' TRANSPORTATION IMPROVEMENT PROGRAM

The Engineering Consultant will interface and liaison with the Illinois Department of Transportation, Division of Aeronautics and FAA Airports District Office including meeting attendance and annual preparation of the Transportation Improvement Program submittal.

1.2 ORGANIZATION. DIRECTION & SCHEDULE

1.2.1 ORGANIZATION AND DIRECTION

The Engineering Consultant will work at the direction of the Executive Director of CEA or his/her designee. All work shall be accomplished with a goal of minimizing the impacts to the operations of tenants and users of the facility.

1.2.2 TASK ORDERS

The Engineering Consultant will prepare and submit individual project-based Task Orders that include an executive summary, detailed scope of services, cost breakdown and not-to-exceed fee proposal. All task orders shall be approved by CEA prior to any work being performed. CEA reserves the right to request an independent fee analysis of any proposed fees submitted by the Engineering Consultant.

1.2.3 MEETING ATTENDANCE

The Engineering Consultant will provide CIP status presentations to CEA's Board upon request from the Executive Director.

1.3 CAPITAL IMPROVEMENT PROGRAM PROJECTS

The following is a list of projects and project types that are expected to be accomplished under this Retainer Agreement. Illinois Department of Transportation. Division of Aeronautics Transportation Improvement Program (these projects may be accomplished under this Retainer Agreement or through individual project consultant selection at the sole discretion of CEA).

1.3.1 Projects (FY2027 to FY 2032 attached hereto as Exhibit A).

- Preparation of the annual Transportation Improvement Program submittal.
- Interface and liaison with the Illinois Department of Transportation, Division of Aeronautics.

1.3.2 Construction

- Runway, taxiway and apron rehabilitations and improvements.
- Roadway and parking lot rehabilitations and improvements.
- Fuel farm improvements.
- Utility rehabilitations and improvements.
- Airfield electrical, vault equipment and lighting circuit improvements.
- Airfield fencing improvements.
- Hangar and apron construction.
- Interior and exterior signage improvements.

1.3.3 Security and IT

- Wireless mesh network upgrades.
- Vehicle and pedestrian access control upgrades.
- Video surveillance upgrades.
- Network configuration upgrades.

1.3.4 Environmental (these projects can be accomplished under this Retainer Agreement or through individual project consultant selection at the sole discretion of CEA) .

- National Environmental Policy Act (NEPA) compliance.
- Environmental Assessment, Environmental Impact Statement.
- Phase I and Phase II Environmental Studies.
- Stormwater discharge.
- Wetland mitigation.
- Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan compliance.
- Wildlife management.

1.3.5 Land Use

- Land acquisition, fee simple and condemnation.
- Avigation easement acquisition.

1.3.6 Planning

- Airport Layout Plan and Exhibit A updates.
- Infrastructure assessments.
- Capital Program budgeting, meeting attendance and reporting.

ATTACHMENT B
AER 306 posted on the IDOT [Airport Sponsors](#) page



**Illinois Department
of Transportation**

**Airport Sponsor Consultant
Selection Procurement Solicitation**



Procurement of professional architectural, engineering, and planning services for airport improvement program grant projects is covered by state and federal law (49 USC § 47107(a) (17) and 49 CFR § 18.36, as amended). Sponsors intending to utilize state and federal funds to pay for professional services are required to conduct a Qualifications-Based Selection (QBS) process when selecting an Architectural/Engineering (A/E) or planning consulting firm. FAA guidance (150/5100-14E and 5100.38D) allows for Sponsors to procure professional services to complete multiple, phased grant projects through a single consultant selection process. These firms may be retained for up to 5 years for their services.

The following Airport Owner/Sponsor is seeking interested firms to provide professional architectural, engineering and planning services for the development of the air navigation facility known as:

Airport Name		Owner/Sponsor (Airport Authority/Municipality/County/Park/Port Dist)	
Chicago Executive Airport		Wheeling and Prospect Hts, IL municipalities per IGA	
Associated City		Contact Name	
Wheeling, IL and Prospect Heights, IL		Jeffrey Miller	
Official Mailing Address		City	State Zip Code
1020 S. Plant Road		Wheeling	IL 60090
Phone	E-mail		
(847) 537-2580	jmillen@chiexec.com		

Scope of Services: (Provide specific, detailed project descriptions with estimated costs* from the airport's 3-5 year program):
 Rows will expand as needed.

*Example-Construct 500 ft.-long by 100 ft.-wide extension to Runway 19, including 25 ft.-wide shoulders, earthwork, drainage, edge lighting, vault modifications, NAVAID relocation and pavement marking. Estimated construction cost: \$2.5M

1.	Remove Hot Spot Location 1 on East Side of Airport; East Side of Taxiway K. Estimated Construction Cost: \$6,300,000
2.	Reimbursement for Master Plan - Phase 2. Estimated Construction Cost: \$350,000
3.	South Parallel Taxiway to Rwy 12/30 Relocation - Phase 1. Estimated Construction Cost: \$4,650,000
4.	Construct Northeast Quadrant Auto Parking Lot and Entrance Road. Estimated Construction Cost: \$1,478,000
5.	Remove Runway 6/24 and Taxiway Geometry Changes. Estimated Construction Cost: \$3,650,000
6.	Replace Airside Fixed Emergency Generator. Estimated Construction Cost: \$670,000
7.	Rehabilitate Airfield Lighting Phase 2 - Rehabilitate Airfield Lighting Circuitry and Lights \$1,500,000
8.	Rehabilitate Airfield Lighting Phase 2 - Rehabilitate Airfield Signage \$500,000
9.	Land Acquisition Reimbursement - Parcel 201 & 204/206. Estimated Construction Cost: \$1,150,000
10.	Rehabilitate EMAS Arresting Beds Seal System. Estimated Construction Cost: \$1,200,000
11.	Construct Combined Terminal Building, Airport Administration Office and Community Center Building. Estimated Construction Cost: \$10,500,000
12.	Rehabilitate Runway 16/34. Estimated Construction Cost: \$6,000,000
13.	Widen Taxiway E and Connecting Taxiways. Estimated Construction Cost: \$1,950,000
14.	Rehabilitate/Widen Runway 12/30 to 100' including Runway Widening Justification Study. Estimated Construction Cost: \$4,030,000
15.	Rehabilitate Southwest T-Hangar Taxiway Pavements. Estimated Construction Cost: \$600,000
16.	Rehabilitate NE T-Hangar Txys Ph. 1. Estimated Construction Cost: \$950,000
17.	Install Airport Perimeter Security/Wildlife 10' Fencing Phase 1. Estimated Construction Cost: \$2,000,000

Interested firms should have experience completing minor Airport Layout Plan update drawings and simple environmental clearances. A PREQUALIFICATION RATING FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION IS REQUIRED FOR CONSIDERATION.

It is anticipated that the professional services for the projects under consideration will be initiated within the 5-year retainer period. **Firms interested in being considered for the projects described in the above Scope of Services should contact the Owner/Sponsor by 04/30/26 for further information. A Request for Qualifications package will be sent to interested, qualified firms at that time.**

Date

**CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO. 26-024

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED:

**A RESOLUTION APPROVING THE SELECTION OF THE FIRM OF MEAD & HUNT
TO BE ONE OF THE CONSULTING ENGINEERS
FOR CHICAGO EXECUTIVE AIRPORT**

SUBMITTED BY: Jeffrey Miller, Executive Director

BASIC DESCRIPTION OF ITEM: Every five years we are required by the FAA and IDOT to go through a process of reviewing engineering consultants. To comply with that requirement, requests for qualifications (RFQ's were sent out to ten (10) engineering firms that were IDOT pre-qualified, close to Chicago Executive Airport and that had expertise with Airport Construction Inspection, Airport Design, Airport Planning and Special Services, as well as Environmental Assessments. Per IDOT-IDA guidelines, we also posted the RFQ on its website and published the RFQ in legal notices to the general public.

Four (4) firms responded and staff interviewed the four (4) responding firms. Staff recommends that CEA use two firms to serve as Consulting Engineers, the firms of Crawford, Murphy & Tilly, Inc. (CMT) and Mead & Hunt. Based upon an engineer selection matrix, staff rated CMT and Mead & Hunt to be the better candidates regarding current knowledge of the airfield, depth of project experience, SEFC prequalification and other factors. For each engineering assignment, staff shall select which qualified consulting engineers will be assigned the project.

BUDGET: N/A.

EXHIBIT(S) ATTACHED: Retainer Agreement with Mead & Hunt.

RECOMMENDATION: To approve.

SUBMITTED FOR BOARD CONSIDERATION: Jeffrey Miller, Executive Director

RESOLUTION NO. 26-024

**A RESOLUTION APPROVING THE SELECTION OF THE FIRM OF MEAD & HUNT
TO BE ONE OF THE CONSULTING ENGINEERS FOR
CHICAGO EXECUTIVE AIRPORT**

WHEREAS, the Federal Aviation Administration (FAA) and the Illinois Department of Transportation-Division of Aeronautics (DOA) require that a selection process be conducted every five years to determine which engineering consultant firm will be employed by the Chicago Executive Airport to prepare plans and specifications of projects funded through the FAA Airport Improvement Program (AIP) and through the IDOT-DOA; and

WHEREAS, in conformance with this requirement, the Chicago Executive Airport Board of Directors has solicited requests for qualifications (RFQ's) from ten (10) engineering firms that were on the IDOT prequalification list; and

WHEREAS, after careful review of the qualifications submitted and interviews, Airport Staff recommends the firm of Mead & Hunt as qualified to meet the future engineering needs of the Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHICAGO EXECUTIVE AIRPORT, that the firm of Mead & Hunt be selected as one of the engineering consultants of record for Chicago Executive Airport for the next five years.

BE IT FURTHER RESOLVED that the attached five-year retainer contract with Mead & Hunt is hereby approved.

Director _____ moved, seconded by Director _____
that Resolution No. 26-024 be adopted.

Director Berman	_____	Director Dolick	_____
Director Hellyer	_____	Director Lang	_____
Director Kearns	_____	Director Saewert	_____

ADOPTED this 12th day of August 2026 by the Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon execution by Chicago Executive Airport (hereinafter the "Client"). The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. Consultant shall be entitled to rely on the accuracy and completeness of such information provided by Client without independent verification. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order prior to commencement of work. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received. Any taxes paid by Consultant prior to receipt of a tax-exempt certificate shall be due and payable by the Client.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination. If Consultant suspends this Agreement, then it shall be entitled to an equitable adjustment of the schedule and compensation.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after termination of this Agreement, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement, provided that its employees are bound by the terms of this Article 3, or if such information needs to be disclosed to a third party, the receiving party shall have executed a confidentiality agreement with the same or similar terms as this Article 3; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; or (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale. Consultant makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the

professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order. Consultant shall not be responsible for delays caused by Client, third parties, or circumstances beyond its control as set forth in Article 8 below, and, in such instances, shall be entitled to equitable adjustment of the schedule and compensation.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed upon revised schedule and, if applicable, compensation can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Payment obligations are not subject to force majeure provisions set forth in Article 8.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated; bankrupt; has an assignee, referee, receiver, or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days; or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination, including, without limitation, costs associated with the work performed to date, demobilization, subcontractor termination, and any non-cancelable commitments reasonably incurred.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' Project contacts in the corresponding Project Task Order. Notices sent via email will be deemed received the business day after they are sent.

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
notices@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
Address
Address 2
Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court. Each party agrees to waive the right to trial by jury.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

All claims under this Agreement must be brought within two (2) years after completion of the Project or termination of this Agreement, whichever occurs first.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs to the extent they arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees. Consultant's indemnification obligation shall not include a duty to defend.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs to the extent they arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors. Client's indemnification obligation shall not include a duty to defend.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN

CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S TOTAL AGGREGATE LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
 - of a form and in an amount as required by state law
- B. Employer's Liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
 - \$1,000,000 each accident
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
 - \$1,000,000 each incident
 - \$2,000,000 annual aggregate
- E. Errors and Omissions:
 - \$5,000,000 each incident
 - \$10,000,000 annual aggregate

The existence of insurance shall not expand Consultant's liability beyond the limitations set forth in the Agreement.

Article 17. Review of Contractors' Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the Project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such

review shall be limited to a review of the general conformance with the design concept of the Project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products. Client's use of Records is contingent upon receipt of full payment for the Services.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express

written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Term of Agreement

The term of this Agreement shall be five (5) years from the Effective Date or if work under a Service Work Order is in progress, then until the date of completion of such work, whichever is later.

Article 32. Survival

Articles relating to payment, limitation of liability, indemnification, ownership of documents, and dispute resolution shall survive termination.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client: Chicago Executive Airport

	Board President	
_____ Name: James Dunne	_____ Title	_____ Date

Mead and Hunt, Inc.:

	Vice President	August 8, 2026
_____ Name: Kevin Spitz	_____ Title	_____ Date

Billing Rates
Mead & Hunt, Inc.
Aviation East and Midwest
2026 Rates

Billing Classification	2026 Billing Rates
Archeologist/Historian Technician, Project Assistant I, Technical Editor I	\$98.00
Archaeologist/Historian III, Project Assistant II, Technical Editor II, Technician I	\$101.00
Project Assistant III, Technical Editor III, Technician II	\$131.00
Engineer I, Architect I, Interior Designer I, Planner I, Scientist I	\$134.00
Archaeologist/Historian IV, Project Assistant IV, Technical Editor IV, Technician III	\$153.00
Registered Land Surveyor	\$160.00
Engineer II, Architect II, Interior Designer II, Planner II, Scientist II	\$163.00
Project Archaeologist/Historian, Technician IV	\$163.00
Senior Technician	\$173.00
Engineer III, Architect III, Interior Designer III, Planner III, Scientist III	\$179.00
Senior Engineer, Architect, Interior Designer, Planner and Scientist	\$222.00
Project Engineer, Architect, Interior Designer, Planner and Scientist	\$232.00
Senior Project Engineer, Architect, Interior Designer, Planner and Scientist	\$280.00
Senior Associate, Senior Client/Project Manager	\$329.00
Principal	\$362.00

CHICAGO EXECUTIVE AIRPORT LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO. 26-025

DATE OF BOARD MEETING: August 12, 2026

TITLE OF ITEM SUBMITTED:

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT TO REIMBURSE U.S. CUSTOMS AND BORDER PROTECTION FOR COSTS RELATED TO PROVIDING COMMUNICATIONS AND INFORMATION TECHNOLOGY EQUIPMENT AND SERVICES FOR THE U.S. CUSTOMS FACILITY AT CHICAGO EXECUTIVE AIRPORT

SUBMITTED BY: Jeffrey J. Miller A.A.E, ACE, Executive Director

BASIC DESCRIPTION OF ITEM¹: This resolution approves a Memorandum of Agreement (MOA) with Chicago Executive Airport (Sponsor) and U.S. Customs and Border Protection (CBP), regarding the sponsor's responsibility to reimburse CBP for costs related to providing communications and information technology (IT) equipment. Total cost of the upgrades are estimated at \$54,041.47 with annual maintenance expense of \$16,517.71. The final cost will be determined once the network designs are completed. The legal authority for CBP to enter into and require such an agreement is found at 6 U.S.C. § 231; 8 U.S.C. §§ 1223-1224, 1356(a); 19 U.S.C. §§ 58(b), 1459, 1461, 1499, 1524, 1644a; 8 C.F.R. Part 234; 19 C.F.R. Part 122.

BUDGET²: Sufficient funding is available in the Airport budget to cover expenses in the associated MOA

BIDDING³: N/A

EXHIBIT(S) ATTACHED: MOA and Cost Sign Off Document from the CBP Office of Information Technology dated May 29, 2026. A note at the bottom has an expiration date for the proposal dated September 30, 2026.

RECOMMENDATION: To approve

SUBMITTED FOR BOARD APPROVAL: Jeffrey J. Miller A.A.E, ACE, Executive Director

¹ The purpose of the proposed item and a description of same. If the issue is site specific a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 26-025

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT TO
REIMBURSE U.S. CUSTOMS AND BORDER PROTECTION FOR COSTS RELATED
TO PROVIDING COMMUNICATIONS AND INFORMATION TECHNOLOGY
EQUIPMENT AND SERVICES FOR THE U.S. CUSTOMS FACILITY AT CHICAGO
EXECUTIVE AIRPORT**

WHEREAS, a Memorandum of Agreement (MOA) with Chicago Executive Airport (Sponsor) and U.S. Customs and Border Protection (CBP), regarding the sponsor's responsibility to reimburse CBP for costs related to providing communications and information technology (IT) equipment is required; and,

WHEREAS, the estimate from U.S. Customs and Border Protection is for \$54,041.47 with annual maintenance expense of \$16,517.71; and,

WHEREAS, the final cost will be determined once the network designs are completed; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND THE BOARD OF DIRECTORS OF CHICAGO EXECUTIVE AIRPORT, authorize the Executive Director to sign the U.S. Customs and Border Protection Reimbursable Memorandum of Agreement, Cost Sign Off Document and CBP Form 5106 and make subsequent payments is hereby approved.

Director _____ moved, seconded by Director _____
that Resolution No. 26-025 be adopted.

Director Berman _____

Director Dolick _____

Director Hellyer _____

Director Lang _____

Director Kearns _____

Director Saewert _____

ADOPTED this 12th day of August, 2026, by the Chairman and Board of Directors of the Chicago Executive Airport.

James J. Dunne
Chairman

ATTEST:

Scott Saewert
Secretary



**U.S. Customs and
Border Protection**

**U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

This Memorandum of Agreement (“MOA”) outlines the agreement between Chicago Executive Airport (Sponsor) and CBP regarding the sponsor’s responsibility to reimburse CBP for costs related to providing communications and information technology (IT) equipment and services at the below named User Fee Airport location. The legal authority for CBP to enter into and require such an agreement is found at 6 U.S.C. § 231; 8 U.S.C. §§ 1223-1224, 1356(a); 19 U.S.C. §§ 58(b), 1459, 1461, 1499, 1524, 1644a; 8 C.F.R. Part 234; 19 C.F.R. Part 122.

User Fee Airport Owner/Operator: **Chicago Executive Airport (Sponsor)**
Location: 26 E. Palatine Rd
Wheeling, IL 60090

CHICAGO EXECUTIVE AIRPORT RESPONSIBILITIES

Data and Cabling

Chicago Executive Airport is responsible for the procurement and installation of all data cabling and electrical components required for connectivity of systems and equipment, according to CBP Office of Information Technology (OIT) provided specifications. Chicago Executive Airport is required to provide a two-week advanced notice of all cable pulls to allow CBP to observe installation.

Reimbursement of Equipment, Initial Service, and Recurring Costs

Chicago Executive Airport agrees to reimburse CBP for all equipment and connectivity costs, including installation, maintenance, and recurring costs, at the Chicago Executive Airport, 26 E. Palatine Rd, Wheeling, IL 60090. Current estimated equipment and initial service costs total \$54,041.47. The estimated annual recurring costs are \$16,571.17. CBP OIT’s Cost Estimate titled “WHG010A-OFO-26186C” is attached.

Chicago Executive Airport will be billed the actual costs for the equipment and services identified in CBP OIT’s Cost Estimate WHG010A-OFO-26186C, along with any outstanding reimbursements due from any previously executed agreement(s). Recurring out-year network circuit charges, and the cost of any necessary replacement equipment not covered under warranty, will also be billed to Chicago Executive Airport.

Equipment Upgrades

Upgrades to CBP equipment and connectivity may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Chicago Executive Airport is responsible for the cost of required upgrades. CBP will provide Chicago Executive Airport a minimum of 180 days advance notice of any required upgrades.

Payment Process

A copy of this signed agreement will be forwarded to the CBP National Finance Center (NFC). Upon receipt and acceptance of equipment by CBP, the NFC will issue Chicago Executive Airport a bill for the actual equipment and initial services costs, as detailed in CBP OIT Cost Estimate WHG010A-OFO-26186C. The CBP NFC will bill Chicago Executive Airport 30-days prior to the due date for recurring out-year network and connectivity charges owed, along with any sums owed for replacement equipment not covered by manufacturer warranties.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement that are more than 30 days past-due will begin accruing interest charges based on U.S. Treasury borrowing rates and may ultimately be referred for collection.

Chicago Executive Airport Accounts Payable Information

Tax Identification Number: _____

Bill To Representative: _____

Phone Number: _____

Email Address: _____

Address: _____

Equipment Ownership

CBP will retain possessory ownership of all equipment used in CBP operations until CBP vacates the premises. CBP will transfer the equipment reimbursed by Chicago Executive Airport when CBP vacates the premises. Within two months (60-days) of installation and reimbursement, CBP OIT will deliver a list of serial numbers and/or other identification and warranty information for Chicago Executive Airport reimbursed equipment to the point of contact listed below.

Chicago Executive Airport Equipment Administrator: _____

Email Address: _____

Phone Number: _____

Ship to Address: _____

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

CBP OIT will be responsible for ordering and installing required circuit, data equipment, and connection(s) from Chicago Executive Airport to the CBP National Data Center. CBP is also responsible for imaging, maintaining, and controlling all equipment listed in the attached CBP OIT Cost Estimate WHG010A-OFO-26186C. Chicago Executive Airport will incur no CBP OIT charged service fees for any equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It is CBP's responsibility to properly remove data before possession of any equipment is transferred to Chicago Executive Airport. In the event data inadvertently remains on any equipment after transfer, Chicago Executive Airport shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION

Authorized Representative

The signatory to this MOA represents and warrants that he or she is a duly authorized representative of Chicago Executive Airport, with full power and authority to enter into this MOA and to bind Chicago Executive Airport with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

Jeffrey Miller
Executive Director
Chicago Executive Director

Email Address

Date

Area Port Director
Area Port of Chicago
Office of Field Operations, Chicago Field Office
U.S. Customs and Border Protection

Email Address

Date

**U.S. Customs and Border Protection
Office of Information & Technology
Cost Sign-Off Document***

(*Actual costs will be derived from actual obligations)

This is a Rough Order of Magnitude Estimate.

Final costs will be determined once the network designs are completed

Site Code: WHG010A

Site Name: Chicago Executive Airport

Site Address: 26 E. Palatine Rd., Wheeling, IL. 60090

Date Prepared: 5/29/2026

Preparer: Chris Crouch

**Equipment and Service Costs
Data Equipment Costs (OCC-31)**

Line Item	Description	Qty	Unit Cost	Total
10	PERFORMANCE SFF DESKTOP UPGRADED + PIV Keyboard and Mouse	4	\$2,570.00	\$10,280.00
20	Dell 24" Monitor, 1920 x 1080 (BRAND NAME or EQUIVALENT)	4	\$350.00	\$1,400.00
30	ViewSonic 24" Monitor w/built-in Privacy Filter and Speakers (BRAND NAME or EQUIVALENT)	2	\$330.00	\$660.00
40	Tripp Lite 7-Outlet Surge Protector, 7 ft. Cord with Right-Angle Plug, 2160 Joules, Diagnostic LEDs, Black Housing	4	\$28.00	\$112.00
50	Logitech C920e Pro WebCam w/5' Cable (BRAND NAME or EQUIVALENT)	1	\$150.00	\$150.00
60	Thales (Gemalto) AT10K Passport Reader (BRAND NAME or EQUIVALENT) Model: 75PV7002020101	1	\$1,650.00	\$1,650.00
70	Integrated Biometrics Kojak 10-Print Scanner w/Bracket (BRAND NAME or EQUIVALENT)	1	\$1,500.00	\$1,500.00
80	SnakeClamp 18" Light-Duty Flexible Gooseneck Arm for Camera, Chrome (BRAND NAME or EQUIVALENT)	1	\$20.00	\$20.00
90	SnakeClamp 3" x 3" Mounting Plate for Camera (BRAND NAME or EQUIVALENT)	1	\$20.00	\$20.00
100	SnakeClamp Camera Mount Adapter (BRAND NAME or EQUIVALENT)	1	\$20.00	\$20.00
110	Cables To Go 10' Cat6 550MHz Blue Patch Cable; 25 Pack (BRAND NAME or EQUIVALENT)	1	\$250.00	\$250.00
120	15% Cost Contingency for Equipment	1	\$2,409.30	\$2,409.30
Total Data Equipment Costs:				\$18,471.30

Network Equipment Costs (OCC-31)

130	Router (up to 200 Mbps)	1	\$1,860.00	\$1,860.00
140	24-port Stackable Access Switch	1	\$10,220.00	\$10,220.00
150	Cloud Managed Indoor AP (9178I)	1	\$2,010.00	\$2,010.00
160	1G Single Mode SFP	2	\$550.00	\$1,100.00
170	1G Multi Mode SFP	2	\$300.00	\$600.00
180	15% Cost Contingency for Equipment	1	\$2,368.50	\$2,369.00
Total Network Equipment Costs:				\$18,159.00

Voice Equipment Costs (OCC-31)

190	There are no voice costs associated with this request.	0	\$0.00	\$0.00
200	15% Cost Contingency for Equipment	0	\$0.00	\$0.00
Total Voice Equipment Costs:				\$0.00

BSDP Equipment Costs (OCC-31)

Line Item	Description	Qty	Unit Cost	Total
210	There are no BSDP equipment costs associated with this request.	0	\$0.00	\$0.00
220	10% Equipment Contingency Costs	0	\$0.00	\$0.00
Total BSDP Equipment Costs:				\$0.00
Tactical Communication (TACCOM) Equipment Costs (OCC-31)				
230	There are no TACCOM equipment costs associated with this request.	0	\$0.00	\$0.00
240	10% Cost Contingency for Equipment	0	\$0.00	\$0.00
Total TACCOM Equipment Costs:				\$0.00
TOTAL EQUIPMENT COSTS:				
				\$36,630.30
Service Costs				
Circuit Costs (OCC-23)				
250	Lumen Technologies 100M EIS new Circuit Installation	1	\$0.00	\$0.00
260	Lumen Technologies 100M EIS Annual Recurring Costs	12	\$899.36	\$10,792.32
270	15% Cost Contingency for Tax / USF	1	\$1,618.85	\$1,618.85
280	Potential Estimated LEC Special Construction	1	\$5,000.00	\$5,000.00
Total Circuit Costs:				\$17,411.17
BSDP Services Costs (OCC-25)				
290	There are no BSDP Service costs associated with this request.	0	\$0.00	\$0.00
300	10% Service Costs	0	\$0.00	\$0.00
Total BSDP Contract Services Costs:				\$0.00
TACCOM Service Costs (OCC-25)				
310	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
Total TACCOM Services Costs:				\$0.00
Government Travel (OCC-21)				
320	There are no Travel costs associated with this request.	0	\$0.00	\$0.00
Total Government Travel Costs:				\$0.00
TOTAL SERVICE COSTS:				\$17,411.17
TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES COSTS				<u>\$54,041.47</u>
Out Year Recurring Service Costs				
Circuit Recurring Costs (OCC-23)				
330	Lumen Technologies 100M EIS Annual Recurring Costs	12	\$899.36	\$10,792.32
340	15% Cost Contingency for Tax / USF	1	\$1,618.85	\$1,618.85
Total Recurring Circuit Costs:				\$12,411.17
Network Equipment Service Costs (OCC-25)				
350	Router (up to 200 Mbps) Maintenance Annual Recurring Costs	1	\$2,450.00	\$2,450.00
360	Access Switch (24-port) Maintenance Annual Recurring Costs	1	\$1,500.00	\$1,500.00
370	Cloud Managed Indoor AP (9178I)	1	\$210.00	\$210.00
Total Recurring Network Equipment Service Costs:				\$4,160.00

Line Item	Description	Qty	Unit Cost	Total
BSDP Service Costs (OCC-25)				
380	There are no BSDP Service costs associated with this request.	0	\$0.00	\$0.00
Total Recurring BSDP Service Costs:				\$0.00
TACCOM Annual Operation and Maintenance Costs (OCC-25)				
390	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
Total Recurring TACCOM Service Costs:				\$0.00
TOTAL ANNUAL RECURRING COSTS				\$16,571.17
NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.				
Acceptance				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
Authority Signature:			Date:	
Authority Printed Name:				
Phone/Email Address:				
OIT REFERENCE Number: WHG010A-OFO-26186C Document Expiration Date: 9/30/2026				



DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB CONTROL NUMBER 1651-0064
EXPIRATION DATE: 05/31/2025

CREATE/UPDATE IMPORTER IDENTITY FORM
19 CFR 24.5

As the importer, consignee, or other party listed in block 1, you are responsible for the validity of the information provided in this document. Any Customs Broker or third party who is submitting the information on your behalf is only obligated to convey this information to Customs and Border Protection (CBP).

TYPE OF ACTION (Mark all applicable): ☐ Notification of Identification Number ☐ Change of Name ☐ Change of Address

All the data elements with a red asterisk are required

1. NAME AND IDENTIFICATION NUMBER

*1A. Importer/Business/Private Party Name:

*1B. Internal Revenue Service (IRS) Employer Identification Number (EIN), Social Security Number (SSN), or CBP-Assigned Number:

Number Type: (Select Only One)

- ☐ IRS Employer Identification Number (EIN)
☐ Social Security Number (SSN)
☐ CBP-Assigned Number
☐ Requesting a CBP-Assigned Number

1C. ☐ DIV ☐ AKA ☐ DBA 1D. DIV/AKA/DBA Name:

1E. ☐ I wish to be assigned a CBP Number. Check here if requesting a CBP-assigned number and indicate reason(s).

If you marked yes to receive a CBP assigned number, indicate the reasons why. Check all that apply.

- ☐ I have a SSN, but wish to use a CBP-Assigned Number on all my entry documents ☐ I have no Social Security Number ☐ I have no IRS Number ☐ I have not applied for an IRS number or SSN ☐ I am not a U.S. Resident

1F. CBP-Assigned Number:

1G. Type of Company:

- ☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship ☐ Individual
☐ U.S. Government ☐ State/Local Government ☐ Foreign Government

1H. If you are an importer, how many entries do you plan on filing in a year? Select from the following:

- ☐ 1-4 per year ☐ 5-24 per year ☐ 25 or more per year
☐ infrequent personal shipments ☐ or ☐ I do not intend to import.

1I. How will the identification number be utilized? Select all options that will apply:

- ☐ Importer of Record ☐ Consignee/Ultimate Consignee ☐ Drawback Claimant
☐ Refunds/Bills ☐ or ☐ Other

1J. Program Code 1:

1K. Program Code 2:

1L. Program Code 3:

1M. Program Code 4:

2. ADDRESS INFORMATION

2A. MAILING ADDRESS (Each street address line can be no more than 32 characters)

*Street Address 1:

*City:

*State/Province:

Street Address 2:

Zip Code:

Country ISO Code:

*Is the address in 2A, a:

- ☐ Residence ☐ Corporate Office ☐ Warehouse ☐ Retail Location ☐ Office Building
☐ Business Service Center ☐ Post Office Box ☐ or ☐ Other - Explain:

2B. PHYSICAL LOCATION ADDRESS (Required only if different than mailing address. Each street address line can be no more than 32 characters)

*Street Address 1:

*City:

*State/Province:

Street Address 2:

Zip Code:

Country ISO Code:

*Is the address in 2B, a:

- ☐ Residence ☐ Corporate Office ☐ Warehouse ☐ Retail Location ☐ Office Building ☐ or
☐ Other - Explain:

Payment Process

A copy of this signed agreement will be forwarded to the CBP National Finance Center (NFC). Upon receipt and acceptance of equipment by CBP, the NFC will issue Chicago Executive Airport a bill for the actual equipment and initial services costs, as detailed in CBP OIT Cost Estimate WHG010A-OFO-26186C. The CBP NFC will bill Chicago Executive Airport 30-days prior to the due date for recurring out-year network and connectivity charges owed, along with any sums owed for replacement equipment not covered by manufacturer warranties.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement that are more than 30 days past-due will begin accruing interest charges based on U.S. Treasury borrowing rates and may ultimately be referred for collection.

Chicago Executive Airport Accounts Payable Information

Tax Identification Number: _____

Bill To Representative: _____

Phone Number: _____

Email Address: _____

Address: _____

Equipment Ownership

CBP will retain possessory ownership of all equipment used in CBP operations until CBP vacates the premises. CBP will transfer the equipment reimbursed by Chicago Executive Airport when CBP vacates the premises. Within two months (60-days) of installation and reimbursement, CBP OIT will deliver a list of serial numbers and/or other identification and warranty information for Chicago Executive Airport reimbursed equipment to the point of contact listed below.

Chicago Executive Airport Equipment Administrator: _____

Email Address: _____

Phone Number: _____

Ship to Address: _____

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

CBP OIT will be responsible for ordering and installing required circuit, data equipment, and connection(s) from Chicago Executive Airport to the CBP National Data Center. CBP is also responsible for imaging, maintaining, and controlling all equipment listed in the attached CBP OIT Cost Estimate WHG010A-OFO-26186C. Chicago Executive Airport will incur no CBP OIT charged service fees for any equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It is CBP's responsibility to properly remove data before possession of any equipment is transferred to Chicago Executive Airport. In the event data inadvertently remains on any equipment after transfer, Chicago Executive Airport shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION

Authorized Representative

The signatory to this MOA represents and warrants that he or she is a duly authorized representative of Chicago Executive Airport, with full power and authority to enter into this MOA and to bind Chicago Executive Airport with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

Jeffrey Miller
Executive Director
Chicago Executive Director

Email Address

Date

Area Port Director
Area Port of Chicago
Office of Field Operations, Chicago Field Office
U.S. Customs and Border Protection

Email Address

Date

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Acceptance				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
Authority Signature:			Date:	
Authority Printed Name:				
Phone/Email Address:				
OIT REFERENCE Number: WHG010A-OFO-26186C Document Expiration Date: 9/30/2026				