

EXHIBIT D

LEASE TERMINATION AND GENERAL RELEASE

THIS LEASE TERMINATION AND GENERAL RELEASE ("Agreement") is made and entered into as of January ____, 2019, by and between the **City of Aurora**, an Illinois municipal corporation (hereinafter referred to as "Landlord"), and **BNB Limited Liability Company**, a Delaware limited liability company (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease of Real Estate at the Aurora Municipal Airport, dated October 8, 1997, and extended on January 2, 2015 (the "Lease"), for certain real estate described therein in connection with a hangar (the "Premises"); and

WHEREAS, Tenant has sold the hangar located on the Premises to Highgate Aviation, Inc., an Illinois corporation (the "Purchaser") and Landlord has entered into a new lease with the Purchaser for the Premises, effective _____, 2019; and

WHEREAS, the Parties desire to terminate the Lease effective _____, 2019 (the "Effective Date"), and the parties acknowledge that Tenant has no remaining option to extend or renew the Lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective Date. This Agreement shall be effective as of _____, 2019 (the "Effective Date").

2. Termination of Lease Effective as of midnight on the Effective Date, and subject to the agreements, representations and warranties contained in this Agreement, the Lease, and any and all rights, duties and obligations thereunder, shall terminate and be of no further force and effect, and Landlord shall have the right to re-enter the Premises as of midnight on the Effective Date. Landlord acknowledges that all rents have been paid through _____, 2019, and that no further sums are due and owing Landlord from Tenant.

3. Tenant's and Landlord's Property. On or prior to the Effective Date, Tenant shall remove its personal property and equipment except as to those items sold and transferred to the Purchaser. Tenant shall have arranged for final readings of all utilities, including without limitation, gas, electric and water, as of the Effective Date.

4. Release and Indemnification. Effective as of the Effective Date:

(a) Tenant releases, quitclaims and surrenders to Landlord, its successors and assigns all rights of Tenant in and to the Premises, however acquired. Tenant, for itself and together with its assigns, predecessors-in-interest, successors-in-interest, divisions, all affiliates, parent or subsidiary corporations or entities, officers, directors, and shareholders, hereby forever releases and discharges Landlord from any and all claims, demands, covenants, duties, obligations, responsibilities, representations, warranties, promises, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind and howsoever arising, which Tenant now has, ever has had, or may have had, whether at law or in equity whatsoever against Landlord, its successors, predecessors-in-interest, and assigns, arising before or after the Effective Date, under or in connection with the Lease or the Premises, or the termination

or surrender of the Lease and surrender of the Premises. In addition, Tenant forever releases and discharges Landlord from any obligations to be observed or performed by Landlord under the Lease.

(b) Landlord, together with its assigns, predecessors-in-interest, successors-in-interest, divisions, all affiliates, parent or subsidiary corporations or entities, officers, directors, members, managers, and shareholders hereby releases and discharges Tenant and Guarantors from any and all claims, demands, covenants, duties, obligations, responsibilities, representations, warranties, promises, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind and howsoever arising, which Landlord now has, ever has had, or may have had, whether at law or in equity whatsoever against Tenant or Guarantors, its and their successors, predecessors-in-interest, and assigns, arising before or after the Effective Date, under or in connection with the Lease or the Premises, or the termination or surrender of the Lease and surrender of the Premises.

5. Representations and Warranties. (a) Tenant warrants and represents to Landlord that as of the date hereof (i) Tenant is the legal and equitable owner of all of Tenant's interest in the Lease, with full power and authority to terminate the Lease and that the individuals who have signed this Agreement on behalf of Tenant have authority to execute this Agreement for the purposes and consideration expressed in this Agreement; (ii) the Premises have not been subleased by Tenant and Tenant has not assigned, transferred, hypothecated, pledged, mortgaged or in any other way encumbered the Lease; (iii) this Agreement shall not violate or contravene any other agreement, contract, security agreement, lease or indenture to which Tenant is a party or by which Tenant is bound; and (iv) Tenant has no knowledge of any fact or circumstance which would give rise to any claim, demand, action or cause of action arising out of or in connection with Tenant's occupancy of the Premises and Tenant has no claim, demand, obligation, liability, action or cause of action against Landlord arising out of or in connection with the Lease.

(b) Landlord warrants and represents to Tenant that as of the date hereof (i) Landlord is the legal and equitable owner of all of Landlord's interest in the Lease, with full power and authority to terminate the Lease and that the individuals who have signed this Agreement on behalf of Landlord have authority to execute this Agreement for the purposes and consideration expressed in this Agreement; (ii) the Premises have not been sold and Landlord has not assigned or transferred its interest in the Lease; (iii) this Agreement shall not violate or contravene any other agreement, contract, security agreement, lease or indenture to which Landlord is a party or by which Landlord is bound; and (iv) Landlord has no knowledge of any fact or circumstance which would give rise to any claim, demand, action or cause of action arising out of or in connection with Tenant's occupancy of the Premises and Landlord has no claim, demand, obligation, liability, action or cause of action against Tenant arising out of or in connection with the Lease.

6. Miscellaneous:

a) Choice of Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

b) Amendment. No amendment hereto shall be effective unless it is in writing and signed by all parties hereto.

c) Binding Effect. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, assigns, executors, personal representatives and administrators.

d) Headings. The headings of the provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

e) Severability. If one or more of the provisions contained in this Agreement or in any document contemplated hereby, or any application thereof, shall be invalid, illegal or unenforceable, in any respect under the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and therein, and any application thereof, shall not in any way be affected or impaired thereby or under the laws of any other jurisdiction.

f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart via facsimile, e-mail (in Adobe pdf), or similar electronic means shall operate as delivery of an original.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the day and year first above written.

LANDLORD:

City of Aurora

By: _____
Title: _____

TENANT:

BNB Limited Liability Company

By: _____