

AGREEMENT AND CONSENT TO LEASEHOLD MORTGAGES

THIS AGREEMENT AND CONSENT TO LEASEHOLD MORTGAGES (this “Agreement”) is executed as of September __, 2025, by and among the **CITY OF AURORA, ILLINOIS**, an Illinois home rule municipal corporation (the “Landlord”), and **TD HANGAR, LLC**, an Illinois Limited Liability Corporation (the “Borrower” or “Tenant”), in favor of **OLD SECOND NATIONAL BANK**, (“Bank” or “Lender”). Reference is made to certain Leases of Real Estate at the Aurora Municipal Airport as follows:

All parcels, which are the subject of this Agreement are identified collectively and described in Exhibit A attached hereto (the “Premises”), which Leases, or memoranda thereof, have been recorded in the county where the Premises is located. As the Lender has loaned or will loan certain sums to the Tenant which are secured, in part, by (i) that certain Leasehold Mortgage and Assignment of Rents dated as of [not yet executed] by Tenant in favor of Lender, (individually, a “Leasehold Mortgage”, and collectively, the “Leasehold Mortgages”), on the Tenant's leasehold interest in the property demised under the Ground Lease and all improvements situated or to be constructed thereon (the “Leasehold”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Consent. The Landlord hereby consents to the Leasehold Mortgages, subordinates its interest in any property which is collateral for the loans made by Lender to Tenant to Lenders’ interest in such collateral, recognizes the validity of the Leasehold Mortgages, and acknowledges that compliance has been had with the requirements under the Leases pertaining to obtaining Landlord’s approval to the Leasehold Mortgages. As of the date of this Agreement, the Leases are in full force and effect and there are no defaults thereunder; there has been no default in the payment of the rents thereunder; there are no defaults under any other covenants of the Lease to be performed by the Tenant; and that there are no charges which Landlord claims to be additional liens upon the Leasehold. As used in this Agreement, “default” means a failure by the Tenant to cure a non-performance within an appropriate cure period following notice by the Landlord. The Landlord hereby consents to Borrower placing the Leasehold Mortgages granted to it by the Lender on Borrower’s Leasehold at the Aurora Municipal Airport, under the terms of the Lease, in its present form, as amended. The Leasehold Mortgages shall, in no way, amend, modify, or change any term(s) or condition(s) of the Leases as between the Landlord and the Borrower. The Landlord does not consent to any further encumbrances on property of the Landlord, assignment of rents, or any other term or condition other than as set forth in the Leases. The purpose of this Agreement is to allow the Borrower to enter into the Leasehold Mortgages against the Leasehold held by the Borrower through the terms of a financing arrangement with the Lender.

2. Lease Impairments. Without Lender’s prior written consent: (i) Landlord agrees not to accept a cancellation or voluntary surrender of the Leases; (ii) neither Landlord nor Tenant shall terminate (except as provided in Section 3 hereof), amend, or modify the Leases; and (iii) Landlord and Tenant will not subordinate the Leases, or any New Leases (as defined herein), to any mortgage or deed of trust that may hereafter be placed on Landlord's fee interest in the Leased land. Any such attempted cancellation, surrender, amendment, modification, or subordination of the Leases without the prior written consent of Lender shall be null and void and of no force or effect.

3. Notice of Default and Lender's Cure Rights. If Tenant defaults under the Leases or any event of default occurs under the Leases, Landlord agrees to provide Lender written notice of such default, or event of default, and Landlord shall give Lender an opportunity to cure such default for a period of not less than thirty (30) days beyond the expiration of any notice and cure period set forth in the Leases.

4. Additional Provisions.

(a) **Subordination and Non-Disturbance Agreement.** In connection with any mortgage or deed of trust hereafter encumbering the fee interest in the Premises or any part thereof, Landlord will cause the holder of such mortgage or deed of trust to execute, and deliver to Tenant and Lender, a Subordination and Non-Disturbance Agreement, in form and substance reasonably acceptable to Lender.

(b) **Transfers.** Any transfer of the Leasehold (i) at foreclosure sale under any Leasehold Mortgage or assignment in lieu of foreclosure, or (ii) any subsequent transfer of the Leasehold by Lender (or its nominee or designee) if the Lender (or such nominee or designee) is the purchaser at such foreclosure sale or assignment in lieu of foreclosure, shall require the prior written consent of the Landlord pursuant to the terms of the Ground Leases, which consent shall be at Landlord's sole discretion.

(c) **Lender's Assignment Rights.** In addition, Lender shall have the right to assign its interest under the Leases to any party with credit standing adequate for performance of the remainder of the Leases, subject to the written approval of the Landlord, which shall be at Landlord's sole discretion. Upon such assignee's assuming and agreeing to perform and to be bound by all of the terms of the Leases, Lender (if it previously has assumed the Lease) shall be relieved of further liability under the Leases.

(d) **No Merger.** If title to Landlord's fee estate and to Tenant's leasehold estate shall be acquired by the same person or entity, other than as a result of termination of the Leases, no merger shall occur, if the effect of such merger would extinguish or in any way impair the lien of a Leasehold Mortgage.

(e) **New Lease(s).** If a Lease is terminated or extinguished for any reason prior to its stated expiration date (including, without limitation, rejection of the Leases by a trustee in bankruptcy), upon the written request of Lender, the Landlord agrees, subject to the deliberative process of Landlord's governing procedures for approval of a new ground lease, to enter into new leases of the Premises with Lender, or its designee, for the remainder of the term, effective as of the date of such termination, at the rent and additional rent and upon the covenants, agreements, terms, provisions, and limitations then in effect under the Leases (the "New Lease(s)"); provided Lender makes such written request upon Landlord for such New Lease(s) within thirty (30) days after the date of such termination.

5. Notices. All notices, demands, instructions, and other communications required or permitted to be given to or made upon any party hereto or any other person shall be in writing and shall be given by (i) personal delivery (effective upon receipt), (ii) electronic mail upon confirmation from recipient, (iii) registered or certified mail, postage prepaid, return receipt requested (effective three (3) business days after mailing), or (iv) nationally recognized overnight

courier for next business day delivery (effective the next business day), addressed to the parties hereto at their addresses set forth below, or to such other address as a party may designate, pursuant to a written notice sent in accordance with the provisions of this Section.

If to Tenant: TD Hangar, LLC

If to Landlord: City of Aurora
Corporation Counsel
44 E. Downer Place
Aurora, IL 60505

with a copy to: City of Aurora
Chief Financial Officer
44 E. Downer Place
Aurora, IL 60505

If to Lender: Old Second National Bank
Chief Lending Officer
37 S. River St.
Aurora, IL 60506

with a copy to: Old Second National Bank
Legal Department
3010 Highland Parkway, Suite 700
Downers Grove, IL 60515

6. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns.

7. Continued Effectiveness of this Agreement. The terms of this Agreement, the subordination effected hereby, the rights of the Lender, and the obligations of the Landlord and the Tenant arising hereunder shall not be affected, modified, or impaired in any manner or to any extent by (i) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification, or termination of any of the Loan Obligations; (ii) the validity or enforceability of any document evidencing or securing the Loan Obligations; (iii) the release, sale, exchange for surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Loan Obligations; (iv) any exercise or non-exercise of any right, power, or remedy under or in respect of any Loan Obligations; or (v) any waiver, consent, release, indulgence, extension, renewal, modification, delay, or other action, inaction, or omission in respect to any Loan Obligations, whether or not Landlord had notice or knowledge of any of the foregoing, and whether or not it shall have consented thereto.

8. Illinois Freedom of Information Act. The Parties acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agree to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

9. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

10. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

11. Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The parties may deliver such counterparts by facsimile and/or e-mail transmission, which shall be as effective as original signatures and binding upon the parties.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

LANDLORD:

CITY OF AURORA, an Illinois
municipal corporation

By:_____

TENANT:

TD HANGAR, LLC, an Illinois
Limited Liability Corporation

By:_____

LENDER:

OLD SECOND NATIONAL BANK

By:_____

Exhibit A

Description of Premises

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS POLICY AND COVERED HEREIN IS LEASEHOLD ESTATE, AS LEASEHOLD ESTATE IS DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, MADE BY AND BETWEEN THE CITY OF AURORA, AN ILLINOIS MUNICIPAL CORPORATION (LANDLORD) AND TD HANGAR, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (TENANT) DATED NOVEMBER 1, 2023, WHICH LEASE DEMISES THE LAND FOR A TERM OF 20 YEARS.

THAT PART OF THE AURORA MUNICIPAL AIRPORT DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES, 38 MINUTES, 12 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 451.51 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 994.86 FEET TO THE SOUTHEAST CORNER OF AN EXISTING CONCRETE APRON FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 40 MINUTES, 39 SECONDS EAST, 276.00 FEET; THENCE NORTH 73 DEGREES, 50 MINUTES, 33 SECONDS WEST, 133.00 FEET; THENCE NORTH 00 DEGREES, 50 MINUTES, 45 SECONDS WEST, 237.00 FEET; THENCE NORTH 89 DEGREES, 06 MINUTES, 26 SECONDS EAST, 128.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS

The Real Property or its address is commonly known as 43W680 US Route 30, Sugar Grove, IL 60554. The Real Property tax identification number is 14-17-300-030.