

LEASE OF REAL ESTATE AT THE AURORA MUNICIPAL AIRPORT

THIS LEASE made this 1st day of November, 2023 between the City of Aurora, an Illinois Municipal Corporation (“Landlord”) and TD Hangar, LLC, an Illinois Limited Liability Company (“Tenant”) for certain real estate at the Aurora Municipal Airport.

1. LEGAL DESCRIPTION OF LEASED PREMISES

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the following described real estate described below (the “Premises”), being part of the Aurora Municipal Airport, Sugar Grove Township, Kane County, Illinois (the “Airport”); to-wit:

That part of the Aurora Municipal Airport described as follows:

Part of the Southeast Quarter of Section 17, Township 38 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

To be inserted. (The total Leased Area shall be determined by survey once development has been completed)

All lying in Sugar Grove Township, Kane County, Illinois.

Containing ± 18,000 square feet (estimated)

(Total Leased Area as determined by survey: _____, which will be included and attached hereto as Exhibit A)

2. GROUND RENT

The Tenant will pay to the Landlord annual ground rent for the parcel described in Paragraph 1 of this Agreement in the amount of \$0.4866 per square foot times the square footage of the leased property which ground rent will be paid in equal monthly installments (\$_____ per year). Said ground rent shall be due commencing on the first day after occupancy of the building, and each succeeding month hereafter until the termination of this Lease (ground shall be prorated for the first month of occupancy). Said ground rent is computed by multiplying the total square footage of the subject parcel by an amount of \$0.4866 per square foot and shall be increased annually on the first day of December of each year of the Lease by an amount of 3% over the prior year ground rent.

If, for any reason, the Ground Rent as set forth in this Section is not paid within ten (10) days of the date it is due a carrying charge of two percent (2%) per month will be imposed on the amount that remains due and unpaid. In addition, if the Tenant fails to pay ground rent within ten (10) days of the date it is due for any two (2) months during a consecutive twelve (12) month period then at Landlord’s option as an

alternative to termination of this lease, the Tenant shall post as security, a bond or irrevocable letter of credit acceptable to Landlord, in an amount equal to the last six (6) months of ground rent due under Paragraph 2 of this lease or be in breach of this lease.

3. ADDITIONAL RENT

- a. In addition to the ground rent provided in Section 2, the Tenant shall pay to the Landlord, as additional rent for use of the leased premises, an amount equal to 1½ percent (1.5%) of the gross receipts derived by the Tenant from the business conducted on the leased premises during the calendar month next preceding the date said rent is payable. Additional rent shall be paid monthly no later than forty-five (45) days after the end of the month for which it is assessed until the termination of this Lease. Gross income is defined as all cash received arising from the business activities generated on the airport by the Tenant, plus deductions for State and/or Federal excise/sales taxes as evidenced by appropriate paid tax returns and any other allowable deduction(s) as provided for in this Lease. Payment reports must be submitted on a form approved by the City of Aurora. Gross receipts received on the sale of the aircraft or the assignment of this Lease shall not be included for this additional rent fee.
- b. If, for any reason, the additional rent as set forth in this Section is not paid within ten (10) days of the date it is due a carrying charge of two percent (2%) per month will be imposed on the amount that remains due and unpaid. In addition, if the Tenant fails to pay additional rent within ten (10) days of the date it is due for any two (2) months during a consecutive twelve (12) month period then at Landlord's option as an alternative to termination of this lease, the Tenant shall post as security, a bond or irrevocable letter of credit acceptable to Landlord, in an amount equal to the last six (6) months of additional rent due under Paragraph 3(a) of this lease or be in breach of this lease.

4. LEASE TERM

- a. The term of this lease shall begin on November 1, 2023 and shall continue for a period of twenty (20) years expiring on October 31, 2043. The Tenant shall have the option to renew this Lease for an additional ten (10) years not to extend beyond October 31, 2053; provided, that at the time of such renewal, that any party hereto shall require the renegotiation of the amounts of ground rent and/or additional rent under Paragraphs 2 and 3 hereof.
- b. Tenant shall advise Landlord by the procedure contained in the NOTICES paragraph of this lease not less than six (6) months prior to the end of the Term or any renewal term of this lease, of its intent not to exercise any of the options contained herein. Agreement no sooner than November 1, 2042 and no later than May 1, 2043 of its intent to exercise the option contained herein.

5. USE OF PREMISES

- a. Tenant agrees that the use of the premises shall be limited to the following list of activities according to the most recent Rules and Regulations and Minimum Standards for Commercial Activities at the Aurora Municipal Airport as adopted by the Aurora City Council and amended from time to time:
 - i. The right to operate, store and maintain their own aircraft.
 - ii. Rental of hangar and office space to others subject to the aforementioned Rules and Regulations and Minimum Standards for Commercial Activities at the Aurora Municipal Airport as adopted by the Aurora City Council and amended from time to time.

The aforementioned authorized activities shall be limited to the Tenant only. No other business activities shall be authorized to be conducted or performed nor shall Tenant provide any additional service(s), other than those listed herein, from the leased premises without prior written approval from the City of Aurora. Any entity including one affiliated with Tenant corporation, operating from the premises without prior written approval from the City of Aurora shall be deemed to be a violation of this Lease Agreement. Should the Tenant not actively be engaged in any or all of the approved activities set forth in this paragraph for a period of time exceeding three (3) consecutive months, the City reserves the right to rescind said approved activity.

- b. Building Construction Requirement. The Tenant shall abide by all Fire Codes and Building Codes, as adopted by the City of Aurora, in the construction of the fuel farm facility, or the construction of any additions, renovations or remodels of the Premises. Tenant shall submit plans for any improvements to the Landlord for its approval prior to submittal for building permits and such approval will not be unreasonably withheld. Tenant shall pay or cause to be paid when due, all sums of money that may become due for any labor, services, materials, supplies, utilities, furnishings, machinery or equipment that may have been furnished or ordered with Tenant's consent to be furnished to or for the Tenant or a subtenant in, upon or about the Premises, which may be secured by any mechanic's, materialmen's or other lien against the Premises or Landlord's interest therein, and will cause each such lien to be fully discharged and released at the time the performance or obligation secured by any such lien matures or becomes due, provided that the Tenant or subtenant may in good faith contest any mechanic's or other liens filed or established, and in such event, may permit items so contested to remain undischarged and unsatisfied during the period of such contest. Failure to remove any lien in a timely manner will be a breach of this lease.
- c. Prior to any construction or remodel Tenant shall, if requested by Landlord, submit copies of prime contracts or subcontracts.

6. NON-DISCRIMINATION

The Tenant for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that:

- a. For all aeronautical leases involving services to the public; each lease must be in conformance with Section 308 of the Federal Aviation Act of 1958, as follows: “It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.”
- b. All leases involving services to the public must contain the assurances required by Title VI of the Civil Rights Act of 1964, and by Part 21 of the regulations of the Office of the Secretary of Transportation, as follows: “The lessee for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of said facilities; 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; 3) the lessee shall use the premises in compliance with all the other requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as amended.”
- c. All aeronautical leases involving services to the public must contain the provisions of paragraph 4b of the Project Application for Airport Improvements, as follows: “The lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that the lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.”
- d. In the event of breach of any of the above covenants, Tenant shall have thirty (30) days to resolve said breach to the satisfaction of the Landlord. If the parties hereto cannot agree that said breach has been, or can be, resolved then the matter may be resolved through appropriate legal proceedings.

7. USE OF AIRPORT FACILITIES

The Tenant shall have free use of the Aurora Municipal Airport, including, but not by way of limitation, the landing areas, aprons, taxiways and vehicle parking areas. This Lease shall not be construed to convey to the Tenant the exclusive use of any part of the Aurora Municipal Airport except those premises described in Section 1 herein, or to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended. The Landlord reserves the right to lease to any other party any portion of the Aurora Municipal Airport not described in Paragraph 1 herein (and subject to the terms of the Right of First Refusal) other than public facilities, and to grant to others the privilege and right of conducting any one or more activities of an aeronautical nature.

8. CARE OF LEASED PREMISES

- a. Tenant shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Tenant in good and substantial repair and condition, including the exterior condition thereof, and shall make all necessary repairs and alterations thereto. Subject to the prior written approval of Landlord approving the right to operate and maintain such facility, the Tenant shall assume all responsibility for the installation and maintenance of any fuel or oil (or any other material deemed hazardous by the Environmental Protection Agency) storage facility on the airport that is for the sole use of the Lessee. Maintenance includes, but is not limited to, any and all environmental clean-ups of the site and/or removal of the facility. Tenant agrees to hold harmless from any responsibility or expense, the Landlord for any maintenance of the facilities. Tenant shall provide proper containers for trash and garbage and shall keep the premises free and clear of rubbish, debris and litter at all times. Tenant shall also maintain all aprons, ramps and taxiways that are constructed by Tenant and are for the exclusive use of Lessee, its sublessees, guests and invitees. Tenant shall keep mowed and in a sightly condition all landscaping and grass areas within the leased premises. Tenant shall be responsible for payment of all electric, telephone, road, water, natural gas, water and sewer, other public utility services used on the premises cable, satellite utilities used in, servicing, or assessed against Premises. Landlord is not be liable for any interruption or failure whatsoever in utility services.
- b. At the termination of this Lease or of any extension or renewal thereof, Tenant shall surrender the leased premises, including all buildings and site improvements constructed or installed by the Tenant, in good condition, reasonable wear and tear and damage by fire, explosion, windstorm or any other casualty excepted. All such buildings and improvements shall become the sole property of the Landlord upon termination of the Lease. Regardless of the time when such termination occurs, or the reason therefore, the Landlord shall have no obligation to account for, or pay the value or cost of, such buildings or improvements to the Tenant or Mortgagee.

9. CARE OF AIRPORT FACILITIES

The Landlord shall maintain in good repair and operating condition all of the facilities and premises of the Airport which are not leased to the Tenant and which remain under the authority and control of the Landlord. Said facilities include, without limitation, all runways, aprons, taxiways, parking areas, roadways and lighting equipment. Landlord is not liable to Tenant for any injury or damage to Tenant or Tenant's property on the Premises occasioned by fire or other casualty, by leaking water, or by any defect in the Premises.

10. INSURANCE

Within 30 days of occupying the Premises Tenant shall furnish to Landlord evidence of the following insurance policies and provisions:

- a. Tenant covenants and agrees to maintain in force and effect at all times during the term of this Lease and any extension thereof public liability insurance in amounts as required by Landlord, but in no event less than \$5,000,000 combined single limit for bodily injuries or property damage or such other amount as may be set forth in the most current Rules and Regulations of the Aurora Municipal Airport and/or the Minimum Standards for Commercial Activities of the Aurora Municipal Airport as adopted by the City of Aurora. Said insurance shall protect Tenant and City of Aurora and its agents or employees from loss on account of each and every claim or demand arising out of alleged wrongful or negligent acts or omissions on the part of Tenant, its agents, servants or employees. Said insurance shall be with a company or companies satisfactory to the City of Aurora, and shall include coverage commonly known as "Airport Liability," "Hangar Keeper's Liability," "Worker's Compensation" and "Product Liability." The City of Aurora shall be named as an additional insured in such insurances and shall be provided with certificates of the insurance evidencing such coverage throughout the life of this Agreement. The Landlord reserves the right to request and receive copies of the Tenant's insurance policies as referenced herein. Said insurance shall be primary coverage and any insurance that the City of Aurora may have shall be considered secondary and non-contributory and all said insurance policies shall contain an endorsement to this effect.
- b. Tenant shall maintain in force and effect at all times during the Term and any renewal or extension thereof, policies of fire and extended coverage insurance, insuring the buildings and improvements located on the Premises to their full replacement value. Said insurance must be with companies approved by the City of Aurora Risk Manager, which approval will not be unreasonably withheld. The Landlord must be named as an additional insured in such insurance and Tenant shall provide Landlord with certificates of the insurance evidencing such coverage throughout the Term and any renewal or extension thereof. The Landlord reserves the right to request and receive copies of the Tenant's insurance policies as referenced herein. Said insurance must be primary in

coverage and any insurance the Landlord may have must be considered secondary and non-contributory and all said insurance policies must contain an endorsement to this effect.

11. ASSESSMENTS

It is understood and agreed that the Landlord may from time to time assess against the leased premises (to the extent that any such improvements benefit the Tenant's leasehold) a portion of its costs of furnishing, installing, maintaining and renewing various utility services. Such assessment against the leased premises shall be a fraction of the total assessment, the numerator of which is total lease area square feet and the denominator of which is the total square footage of all land designated for leasehold sites (but not less than 500,000 square feet) at the Aurora Municipal Airport. The Tenant shall be responsible for any and all taxes and assessments against the leased premises coming due during the term of this Lease.

12. SUBORDINATION

a. State and Federal Law

This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between the Landlord and the Federal Aviation Administration and the Department of Aeronautics of the State of Illinois and nothing contained herein shall be construed to prevent the Landlord from making such further commitments as it desires to make to the Federal Government or to the State of Illinois so as to qualify for further expenditure of federal and/or state funds at the Aurora Municipal Airport.

b. Local Ordinances

This Lease shall be subject and subordinate to all ordinances of the City of Aurora, the Rules and Regulations of the Aurora Municipal Airport and/or the Minimum Standards for Commercial Activities at the Aurora Municipal Airport, as the same may be in effect and amended from time to time.

13. CONDEMNATION

In accordance with the statutes of the State of Illinois relative to eminent domain, the Landlord shall have the power to condemn this leasehold, or any portion thereof, even though the Landlord is, itself, a party hereto.

14. RIGHT OF ACCESS

The Landlord reserves the right to enter upon the Premises at reasonable times for the purposes of making inspections to determine if the conditions and requirements of this lease are being complied with. If Landlord determines that any buildings on the Premises have become deficient in maintenance or are in need of repair, or if Landlord determines

that Tenant has failed to comply with this lease in any other respect, other than the payment of rent, Landlord shall give Tenant written notice describing the specific default. Tenant shall repair the condition or remedy the specified default within thirty (30) days after receipt of notice from Landlord. Failure to complete the repairs or cure the default specified within the thirty-day (30-day) period is not a breach of this lease if Tenant has begun the work or the remedy within the thirty-day (30-day) and diligently pursues it to completion. Failure to complete the work in a timely manner or cure the specified default is a breach of this lease.

15. STORAGE OF DAMAGED AIRCRAFT

No damaged aircraft shall be stored in view of the general public.

16. TENANT'S PERSONNEL

All personnel employed by the Tenant on the leased premises shall be schooled, trained and competent for their assigned duties and shall be of good moral character.

17. EXAMINATION AND AUDITS

- a. At all times during the terms of this Lease, the Tenant and its affiliates shall maintain accurate books, accounts, records and receipts in a manner acceptable to a Certified Public Accountant and as approved by the City of Aurora, showing the true status of all business conducted on the leased premises and preserve same until they have been audited by the City of Aurora's auditor. Such documents shall be made available, at any time, to the City of Aurora for examination and audit. Furthermore, Tenant shall annually present to the Landlord a copy of Tenant's annual fiscal audit report within 120 days of the close of Tenant's fiscal year.
- b. The Landlord, its employees, agents, outside consultants and their staffs, attorneys and their staff, certified public accountants and their staff, Tenant's mortgagee and others having access to Tenant's books and records shall take reasonable measures to protect their confidentiality and shall not disclose them or the contents of any such records to any other tenants at the Aurora Municipal Airport or to any other persons, firms, or agencies, under any circumstances without the express advanced written consent of Tenant. The Landlord is not responsible for the disclosure of any records or other information by any nonemployee or third persons or entities who release any confidential information in violation of this provision. In the event the Landlord receives a request for disclosure of such information pursuant to the Freedom of Information Act, or other similar statute, the Landlord will notify Tenant and, if Tenant objects to the release of such information, Tenant shall indemnify and hold the Landlord harmless for all costs, including reasonable attorney fees and court costs, incurred in defending any objection to releasing said information. Any records audited by the Landlord, and all copies thereof, must be returned to

Tenant promptly upon the conclusion of any audit. For purposes of this paragraph, "record" includes but is not limited to any and all reports, tax returns, receipts, bank or financial statements, checks, ledgers, activity logs and reports and all other matters on any media whatsoever related to Tenant's finances.

18. DELAYS IN ENFORCEMENT

No delay on the part of any party in enforcing any of the provisions of this Lease shall be construed as a waiver thereof. No waiver on the part of any party of a breach of any of the provisions of this Lease shall be construed as a waiver of any subsequent breach.

19. ASSIGNMENT OF LEASE

This Lease may not be assigned or subleased including any transfer to a parent company or subsidiary company of Tenant or transfer of a controlling interest in Tenant without prior written consent of the Landlord and such consent shall not be unreasonable withheld.

20. NOTICES

All notices required hereunder shall be in writing and shall be deemed to have been delivered if deposited in the United States mail, certified mail, return receipt requested, with postage prepaid and addressed, if to the Landlord at:

City Clerk
City of Aurora
44 East Downer Place
Aurora, IL 60507

With a copy to:

City of Aurora Law Department
44 East Downer Place
Aurora, IL 60507

And if to Tenant at:

TD Hangar, LLC
Attn: Andrew M. Faville
1020 Airpark Drive.
Sugar Grove, IL 60554

21. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

22. INTERPRETATION

a. Severability

It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein.

b. Headings

The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.

c. Governing Law and Venue

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. Venue for any litigation between the parties arising out of this lease shall be in the Circuit Court in the Sixteenth Judicial Circuit, Kane County Illinois.

d. Amendments

No amendments, modifications or supplements to this Lease shall be effective unless in writing and executed and delivered by both parties to this Lease.

23. LEASEHOLD MORTGAGE

At Landlord's discretion the leasehold may be mortgaged and subject to the further conditions as follows:

- a. Any mortgage and/or subordination agreement shall be subject to landlord's review and approval (Landlord reserves the right not to agree to any mortgage or subordination agreement in its sole discretion).
- b. A Memorandum of Lease in recordable form shall be executed and recorded in the Office of the Recorder of Kane County.
- c. Tenant shall have no right to amend, modify, cancel or terminate this Lease without the Mortgagee's prior written consent thereto.
- d. In the event of any default on the part of Tenant hereunder, Landlord shall give Mortgagee written notice thereof, and an opportunity to cure said default for a period of not less than thirty (30) days beyond, or longer than, any period given to Tenant to cure such default.
- e. If the Mortgagee shall take possession of Tenant's leasehold estate, by foreclosure or otherwise, then (i) Mortgagee shall be liable for any previous defaults of Tenant occurring prior to the time Mortgagee takes possession, and

(ii) Mortgagee's right to assign or sublet all or any portion of the premises shall be conditioned on the prior consent of Landlord, in Landlord's sole discretion.

- f. Landlord's obligation to agree to a mortgage on the demised premises is subject to mortgagee's obligation to notify Landlord of any breaches by Tenant of the terms of the mortgage and giving Tenant and/or Landlord sixty (60) days to cure said breach(s) and full reinstatement of the mortgage on cure.
- g. Tenant agrees that any uncured breach or the terms of any mortgage on the premises will be a breach of this Lease and entitle Landlord to immediate possession of the demised premises.

24. INDEMNITY

Tenant agrees to indemnify and save Landlord, its officers, agents and employees harmless from and against any and all claims and demands (except such as a result from negligent or intentional acts or omissions of Landlord, or its officers, agents or employees) for, or in connection with, any accident injury or damage whatsoever caused to any person or property arising, directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant of Tenant, or their respective licensees, servants, officers, agents, employees, invitees, or contractors and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

25. DEFAULT

- a. Each of the following constitutes an event of default ("Default") under this lease:
 - i. Tenant vacates or abandons the Premises, or permits the same to remain vacant or unoccupied for a period of thirty (30) days.
 - ii. Tenant fails to continue to use the Premises in accordance with the uses permitted under this lease or uses the Premises for a use or uses that are not permitted under the lease, and in either case such event continues for a period of fifteen (15) days after Landlord provides written notice of same to Tenant.
 - iii. Tenant declares or files for protection under the bankruptcy laws, dissolves or ceases to do business in accordance with its present corporate purpose or generally admits an inability to pay its debts as such debts become due.
 - iv. Tenant fails to pay ground rent or additional rent when due and such failure continues for a period of fifteen (15) days after Landlord provides notice of such default to Tenant. Tenant fails to perform any other obligation or observe or perform any other covenant of Tenant under this lease, and such

failure continues for a period of fifteen (15) days after Landlord provides notice of such default to Tenant.

- b. After the occurrence of a Default, and Tenant's failure to cure, Landlord may terminate Tenant's right to possession of the Premises, with or without additional notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of the Premises; and if the Landlord so elects, but not otherwise, and with or without notice of such election or any additional notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination of Tenant's right of possession, as aforesaid, whether this Lease be terminated or not, Tenant agrees to surrender possession of the Premises immediately, without the receipt of notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof, and to expel and to remove Tenant or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and other persons as may reasonably be necessary, and Landlord may repossess itself of the Premises as of its former estate, but such entry of the Premises shall not constitute trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Tenant. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Landlord's right to act or of any other right hereby given to Landlord, or as an election not to proceed under the provisions of this Lease. In addition to the foregoing, Landlord shall be entitled to take any action or pursue any remedy permitted under law or in equity.

26. RIGHT TO CURE DEFAULTS

If Tenant fails to comply fully with any of its obligations under this Lease (including, without limitations, its obligation to maintain various policies of insurance, comply with all laws, ordinances and regulations and pay bills for utilities), then Landlord may, at its option, after Tenant's rights to cure have expired, cure such breach at Tenant's expense. Tenant shall reimburse Landlord (as additional rent) for all costs and expenses incurred as a result thereof, together with interest thereon, promptly upon demand.

27. RELATIONSHIP OF PARTIES

Nothing contained in this Lease creates the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

28. ENTIRE AGREEMENT

No oral statement or prior written matter will have any force or effect, all of which being merged into and superseded by this lease. No waiver of any provision of this Lease is effective unless in writing and signed by the waving party. Tenant acknowledges that it is not relying on any representation or agreements other than those contained in this lease. This lease may not be modified except by a writing subscribed by all parties, nor may this lease be cancelled by Tenant except with the written consent of Landlord, unless otherwise specifically provided herein. The invalidity or unenforceability of any provision of this lease will not affect or impair any other provision. All captions herein are solely for convenience and have no legal effect.

IN WITNESS WHEREOF, the Landlord has caused this Lease to be executed by its Mayor and attested by its City Clerk, and its corporate seal affixed hereto, and Tenant has caused this Lease to be executed by its President and attested by its Secretary and its corporate seal affixed hereto, effective the day and year first above written.

LANDLORD: CITY OF AURORA, a Municipal Corporation

BY _____
MAYOR

ATTEST:

CITY CLERK

TENANT: TD HANGAR, LLC

BY _____
Its _____

ATTEST:

SECRETARY