

AGREEMENT AND CONSENT TO LEASEHOLD MORTGAGES

THIS AGREEMENT AND CONSENT TO LEASEHOLD MORTGAGES (this “Agreement”) is executed as of April __, 2022, by and among the CITY OF AURORA, ILLINOIS, an Illinois municipal corporation (the “Landlord”), and Suburban Properties, LLC, an Illinois corporation (the “Borrower” or “Tenant”), in favor of RESOURCE BANK, N.A., (“Bank” or “Lender”). Reference is made to certain Leases of Real Estate at the Aurora Municipal Airport as follows:

Hangar 132: The leasehold estate created by the Lease executed by City of Aurora, as Lessor, and Sky Haven of Aurora, Inc., as Lessee, dated October 10, 1983, a Memorandum of which was recorded on June 11, 1984 as Document No. 1683401, as amended by Document Nos. 2008K077591, 2008K077593, 2008K077594, 2008K077595, 2008K077596, 2008K077597, 2008K077598 and 2011K057157, demising the following land for a term of 20 years, with options for renewals, and sublease, executed by Sky Haven of Aurora, Inc., as Lessor and Suburban Properties, LLC, as Lessee, a Memorandum of which was recorded September 2, 2004 as Document No. 2004K116588.

Hangar 514: The leasehold estate created by the instrument herein referred to as the Lease, executed by the City of Aurora, as Lessor, and Hangar One, LLC, as Lessee, dated April 25, 2006, which lease was recorded August 8, 2006, as Document 2006K086150, which lease demises the following described land for a term of years beginning April 25, 2006, and assigned from Hangar One LLC to Suburban Properties LLC recorded as Document Number 2008K023196.

Hangar 516: The leasehold estate created by the Lease executed by City of Aurora, as Lessor, and Suburban Properties, LLC, by Assignment of Lease recorded as Document Number 2007K096593 from 43W622 Route 30, LLC to Suburban Properties, LLC.

Hangar 87: The leasehold estate created by the Lease executed by City of Aurora, as Lessor, and Sky Haven of Aurora, Inc., as Lessee, dated October 10, 1983, a Memorandum of which was recorded June 11, 1984 as Document Number 1683401, as amended by Document Nos. 2008K077591, 2008K077593, 2008K077594, 2008K077595, 2008K077596, 2008K077597, and 2011K057157 which lease demises the following described land for a term of 20 years with option for three ten-year renewals; and Sublease, executed by Sky Haven of Aurora, Inc., as Lessor and Suburban Properties, LLC, as Lessee, a Memorandum of which was recorded June 17, 2005 as Document No. 2005K069323.

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 substitute lenders to satisfy the current leasehold mortgages present on the Leasehold held by the Borrower through the terms of a refinancing 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 not be unreasonably withheld.

(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 approval of the Landlord, which shall not be unreasonably withheld. 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: Suburban Properties, LLC
 Attn: Tim Ryan
 412 Whipple Avenue
 Batavia, IL 60510

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: Resource Bank, N.A
 555 Bethany Road
 DeKalb, IL 60115

with a copy to: Foster, Buick, Conklin, Lundgren & Gottschalk, LLC
 2040 Aberdeen Court
 Sycamore, IL 60178

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. 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: _____
_____, its

TENANT:

SUBURBAN PROPERTIES, LLC., an Illinois
corporation

By: _____
W. Stuart Baxter, manager

LENDER:

RESOURCE BANK, N.A.

By: _____
Steve Mortensen, its authorized representative

Exhibit A

Description of Premises

Hangar 132, PINS: 14-17-400-027, 14-17-300-030, 14-17-400-023

Address: 43W276 US Hwy 30, Sugar Grove, IL 60554

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 33 MINUTES 19 SECONDS EAST, 146.03 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 53 SECONDS WEST, 49.00 FEET; THENCE NORTH 00 DEGREES, 16 MINUTES, 07 SECONDS EAST, 81.25 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 53 SECONDS WEST, 700.00 FEET; THENCE NORTH 00 DEGREES, 16 MINUTES, 07 SECONDS EAST, 654.65 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 53 SECONDS WEST, 29.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 48 MINUTES, 37 SECONDS WEST, 67.06 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 12 SECONDS EAST, 60.48 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, 67.04 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 18 SECONDS WEST, 60.50 FEET TO THE POINT OF BEGINNING; IN THE VILLAGE OF SUGAR GROVE, IN KANE COUNTY, ILLINOIS.

Hangar 514, PIN: 14-17-300-032

Address: 43W514 US Hwy 30, Sugar Grove, IL 60554

THAT PART OF THE SOUTH 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 23 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 1803.29 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST, A DISTANCE OF 71.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 13 MINUTES 57 SECONDS WEST A DISTANCE OF 190.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST A DISTANCE OF 160.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING, ALL IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

Hangar 516, PIN: 14-17-300-036

Address: 43W516 US Hwy 30, Sugar Grove, IL 60554

THAT PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 23 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1,666.29 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST, A DISTANCE OF 39.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST A DISTANCE OF 6.06 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 19 SECONDS EAST A DISTANCE OF 24.42 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST, A DISTANCE OF 101.75 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 24.29 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS

WEST, A DISTANCE OF 9.19 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST, A DISTANCE OF 128.73 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST, A DISTANCE OF 117.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST A DISTANCE OF 128.60 FEET TO THE POINT OF BEGINNING, ALL IN THE SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

Hangar 87, PIN: 14-17-400-027, 14-17-300-030, 14-17-400-023
Address: 43W408 (a/k/a 43W360) US Hwy 30, Sugar Grove, IL 60554

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 33 MINUTES 19 SECONDS EAST, 146.03 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 43 MINUTES 53 SECONDS WEST, 49.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 07 SECONDS EAST, 90.95 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 53 SECONDS WEST, 61.31 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 01 SECOND EAST, 62.05 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 38 MINUTES 59 SECONDS WEST, 19.53 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 01 SECOND EAST, 10.25 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 59 SECONDS WEST, 14.0 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 01 SECOND EAST, 20.50 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 59 SECONDS EAST, 14.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 01 SECOND EAST, 10.25 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 59 SECONDS EAST, 19.53 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 01 SECOND WEST, 41.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.