

LICENSE AGREEMENT
for providing
AERONAUTICAL SERVICES
at
SCHAUMBURG REGIONAL AIRPORT

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____, 2020 between the Village of Schaumburg, a body corporate and politic (hereinafter referred to as the Village), and U.S. HELICOPTERS, Inc. a North Carolina corporation licensed to do business in Illinois (hereinafter referred to as U.S. HELICOPTERS).

WITNESSETH

WHEREAS, the Village, pursuant to a request from U.S. HELICOPTERS to operate a charter and electronic news service business at the Schaumburg Regional Airport (hereinafter referred to as the Airport) for a period of five (5) years; and

WHEREAS, the Village has determined that U.S. Helicopters has provided an advantageous proposal to the Village, price and other factors considered under the provisions of Minimum Standards for Aircraft Charter, Leasing and Air Taxi and Airframe and Power Plant Repair Aeronautical Activities at the Airport, and

WHEREAS, the Village and U.S. Helicopters desires to enter into a license agreement whereby U.S. Helicopters will provide services as described herein as Item A. Airframe and Power Plant Repair, and Item C. Aircraft Charter, Leasing and Air Taxi in the Minimum Standards and Rules and Regulations for Specialized Aviation Service Operator of the Schaumburg Regional Airport;

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations hereinafter provided, Village hereby grants to U.S. Helicopters a license for the limited right to use and occupy the ground area at the Airport shown on Exhibit 1: Licensed Premises in Hangar Building C, 887 West Irving Park Road, together with all buildings, structures, improvements, additions and permanent installations constructed and installed therein or thereon (hereinafter called the "Licensed Premises") during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

I. Term

The term of this license shall be for period of five (5) years commencing on August 1, 2020 and expiring on July 31, 2025, unless sooner terminated in accordance with the provisions hereof.

II. Licensed Premises

- a. The Licensed Premises shown on Exhibit 1: Licensed Premises in Hangar Building C, 887 West Irving Park Road, attached hereto and made a part of hereof, consist of: all of Unit 31C and 32C. The total area of the licensed premises is approximately seven thousand two hundred square feet (7,200 sq. ft.) and includes the use of the ramp area adjacent and to the east of Hangars 31C and 32C.

III. Use of Licensed Premises

U.S. Helicopters shall be entitled to occupy and use the Licensed Premises for the following purposes and for no other purposes whatsoever:

- a. Engaging in aeronautical activities conforming with the Minimum Requirements of the Schaumburg Regional Airport limited to, Item A. Airframe and Power Plant Repair and Item C. Aircraft Charter, Leasing and Air Taxi.

IV. License Fees

- a. For use and occupancy of the Licensed Premises in Hangar Building C, 887 West Irving Park Road, Unit 31C and 32C (approximately 7,200 square feet) and use of the adjacent ramp area (approximately 6,600 square feet) herein granted, U.S. Helicopters agrees to pay to the Village during the period commencing August 1st, 2020, and ending on July 31st, 2025, a 2020 monthly license fee of \$2,517.23 until the annual anniversary as prescribed in subparagraph (f) shall apply.
- b. The monthly license fee shall be paid within 30 days of the invoice, to the office of the Airport Manager or at such other office as may be directed in writing by the Village. If the monthly license fee is paid after the first day of the month for which it is due, a late charge will be assessed, in accordance with the Schaumburg Municipal Code, Chapter 35.16 Late Penalty; Administration Fees, to the Village on the outstanding balance.
- c. U.S. Helicopters will be responsible to pay any real estate taxes and Cook County assessments which may be levied against the Licensed Premises.
- d. Nothing contained in the foregoing shall effect the survival of the obligations of U.S. Helicopters as set forth in the sections of this agreement covering the survival of U.S. Helicopter's obligations, as set forth in Section XVII hereof.
- e. Upon the execution of this agreement by U.S. Helicopters and delivery thereof to the Village, U.S. Helicopters shall also deliver to the Village, as security, a cashier's check, certified check, in the amount of one month's 2020 license fee. This security shall remain in the possession of the Village as a security for the full, faithful and prompt performance of and compliance with, on the part of U.S. Helicopters, all the

provisions, terms and conditions of this agreement. The Village shall have the right to use the said security or any part thereof in whole or partial satisfaction of any of its claims or demands against U.S. Helicopters. In the event the Village shall so use the said security, or any part thereof, U.S. Helicopters shall, on demand of the Village and within two (2) days thereafter, deposit with the Village the sum necessary to maintain the amount herein set forth.

- f. Upon each annual anniversary of the commencement of this agreement the monthly base license fee for Units C-31 and C-32 will be adjusted to reflect the annual percentage change as contained in the Consumer Price Index (CPI) as determined by the U.S. Department of Labor Bureau of Labor Statistics, Chicago Area. The percentage increase will be based on the comparison of the month of May from the current and previous year. If a decrease occurs in the CPI, no change in the monthly license fee shall occur.

V. U.S. Helicopter's Service

- a. U.S. Helicopters agrees to operate the licensed premises for the use and benefit of the public:
 - 1. to furnish good, prompt and efficient services adequate to meet all the demands for its service at the airport;
 - 2. to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; and
 - 3. to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that U.S. Helicopters may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- b. It is clearly understood by U.S. Helicopters that no right or privilege has been granted which would operate to prevent any person operating aircraft on the airport from performing any service (including, but not limited to, maintenance and repair) on its own aircraft with its own regular employees, who are qualified to perform such services.
- c. U.S. Helicopters understands that it may not be the only helicopter maintenance, charter or news media service authorized on premises.

VI. Acceptance, Maintenance and Repair

- a. U.S. Helicopters warrants that it has inspected the Licensed Premises and accepts possession of the Licensed Premises and the improvements thereon "as is" in its

present condition. Village shall have no obligation to repair, maintain or restore any improvements placed upon the premises by U.S. Helicopters.

- b. U.S. Helicopters shall at all times keep the Licensed Premises in a clean and orderly condition and appearance; repair any damage directly created or caused by U.S. Helicopters to paving, soils, water or other surfaces of the Licensed Premises.
- c. In the event U.S. Helicopters fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from Village to do so; or (b) within a period of ninety (90) days if the said notice specifies that the work to be accomplished by U.S. Helicopters involves preventive maintenance only; or (c) to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting, then the Village may, at its option, and in addition to any other remedies which may be available to it, enter upon the premises and repair, replace, rebuild or paint any part of the Licensed Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Village by U.S. Helicopters on demand. Said paragraph pertains only to work or improvements to Licensed Premises made by U.S. Helicopters.
- d. Plans and specifications for all "major repairs" (any capital improvements in excess of \$2,000), construction, alterations, modifications, additions or replacements (hereinafter referred to as "improvements") undertaken by U.S. Helicopters shall be submitted to and receive the written approval of the Village, which shall not be unreasonably withheld, prior to the commencement of any work. No improvement will be permitted that in any way interferes with or derogates airport facilities or operations.

If U.S. Helicopters makes any improvements to the Licensed Premises without the written approval of Village, U.S. Helicopters must remove such improvements within 30 days of receipt of written notice from Village to do so or Village may have them removed at U.S. Helicopter's expense.

- e. If U.S. Helicopters causes or permits to occur any condition on the Licensed Premises that, in the opinion of the Village, constitutes a danger or hazard to any persons or property on the Airport, Village may cause such condition to be corrected immediately, with or without U.S. Helicopter's consent, at the expense of U.S. Helicopters.
- f. U.S. Helicopters expressly agrees that it will not permit any lien to be placed upon the Licensed Premises or upon any improvements thereon.
- g. U.S. Helicopter's improvements erected or constructed upon the Licensed Premises shall remain the property of U.S. Helicopters for as long as this license shall remain in effect, but such improvements shall become the property of the Village upon

expiration or termination of this license, free and clear of all claims on the part of U.S. Helicopters. Once improvements have been added to real property, said improvements cannot be removed without the approval of the Village. The Village shall not be liable to U.S. Helicopters or U.S. Helicopter's contractors or subcontractors for the value of any improvements constructed or located by U.S. Helicopters on the Licensed Premises.

VII. U.S. Helicopters's General Obligations

- a. U.S. Helicopters shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- b. U.S. Helicopters shall control the conduct and demeanor of its officers, agents, employees, invites and, upon objection from Village concerning the conduct or demeanor of any such person, U.S. Helicopters shall immediately take all lawful steps necessary to correct or remove the cause of the objection.
- c. U.S. Helicopters shall comply with all environmental, health and safety laws and requirements and any other federal, state or local laws, ordinances, rules, regulations and requirements applicable to the Licensed Premises and its operations at the Airport.
- d. Facilities for the storage and disposal of toxic materials and contaminants must comply with all applicable governmental rules, regulations, standards and requirements. U.S. Helicopters will obtain all necessary permits for storage and disposal and will provide Village with copies of such permits and evidence of compliance with the terms and conditions thereof. Improper storage or disposal of toxic materials or contaminants shall be grounds for termination Agreement. U.S. Helicopters shall be responsible for the costs of correcting any contamination or damage to the licensed and/or adjacent areas caused by improper storage, disposal or use of any such materials. Upon termination of this Agreement or otherwise vacating the licensed premises, U.S. Helicopters shall provide the Airport Manager with a written certification as to the environmental condition of the premises with respect to toxic materials and contaminants.
- e. U.S. Helicopters shall comply with all written instructions of the Village for the disposal of nonhazardous trash and refuse and comply with all federal or state rules and regulations.
- f. U.S. Helicopters shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Licensed Premises outside of the scope of operations permitted by this Agreement.

- g. U.S. Helicopters shall not do, or permit to be done, any act or thing upon the Licensed Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Agreement.
- h. U.S. Helicopters agrees to submit a Bank Letter of Reference, credit references and any other proof the Village may require from time to time to demonstrate its continued financial solvency and business ability.

VIII. Ingress and Egress

- a. U.S. Helicopters shall have the right of ingress and egress to and from the Licensed Premises and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- b. The use of any roadway or taxiway on the Airport shall be subject to the Rules and Regulations of the Airport. Village may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway or taxiway and any other way at, in or near the Licensed Premises so long as a reasonable means of ingress and egress as provided above remains available to U.S. Helicopters. U.S. Helicopters shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Licensed Premises or to any streets or roadways near the Licensed Premises.

IX. Insurance and Damage to the Premises

- a. To safeguard the interest of the Village, U.S. Helicopters, at its sole cost and expense, shall procure and maintain throughout the term of this license insurance protection as stipulated in the Minimum Requirements. The required policies shall name the Village, Park District, Schaumburg Regional Airport Advisory Commission, its officers, agents, employees, etc. as an "Additional Insured" and provide 30 days notice of cancellation or material change addressed to the Village Manager and Airport Administrator. A copy of this insurance must be provided to the Village by U.S. Helicopters upon commencement of the license. Insurance renewals must be sent within two (2) weeks of being received by U.S. Helicopters.
- b. Insurance Coverage: The Village reserves the right to change the required insurance coverage at any time by letter and U.S. Helicopters shall comply within thirty (30) days from the date of notice. All required insurance shall show the Village, Park District, Schaumburg Regional Airport Advisory Commission, its officers, agents, employees, etc, as additional insureds. Any such increase required of US Helicopters will be applied consistently with other like users at the Airport.
- c. In the event any improvements made by U.S. Helicopters, insurable or uninsurable, on the Licensed Premises are damaged or destroyed to the extent they are unusable

by U.S. Helicopters for the purposes for which they were used prior to such damage or destruction, U.S. Helicopters shall promptly repair, rebuild or replace the damaged or destroyed portions of the Licensed Premises to the same condition as they were immediately prior to such casualty, subject to requirements of construction codes, which shall be as of the time of repair or replacement.

- d. In the event of damage or destruction to any of the improvements made by U.S. Helicopters upon the Licensed Premises, the Village shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by U.S. Helicopters pursuant to this Agreement. Upon the failure of U.S. Helicopters to repair or rebuild, the Village may, as agent of U.S. Helicopters, repair or rebuild such damage or destruction at the expense of U.S. Helicopters which expense shall be due and payable on demand.

X. Liabilities and Indemnities

- a. Village shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Licensed Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Licensed Premises, or the Airport, by U.S. Helicopters, its sublicenses or tenants, or their guests or invitees.
- b. U.S. Helicopters agrees to indemnify, save and hold harmless the Village (including its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services), claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Village personnel and property, directly or indirectly arising from or resulting from any operations, works, acts or omissions of U.S. Helicopters, its agents, servants, employees, contractors, sub-lessees or tenants.

XI. Rules and Regulations

- a. From time to time Village may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. U.S. Helicopters agrees to observe and obey any and all such rules and regulations including the Minimum Requirements for Airport Aeronautical Services and Schaumburg Regional Airport Rules and Requirements, as well as all other Federal, State and municipal rules, regulations, laws and ordinances and to require its officers, agents, employees, contractors and suppliers to observe and obey the same. Village reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. U.S. Helicopters hereby acknowledges receipt of a current copy of both Schaumburg Regional Airport's such

Village Rules and Regulations and Minimum Requirements for Airport Aeronautical Services.

XII. Assignment and Sublicense

- a. U.S. Helicopters covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Village.
- b. If U.S. Helicopters is a privately held corporation, and said corporation sells or transfers more than 51% of its stock to another corporation or entity, the Village may have the right to cancel this license if the new majority owner is not approved by the Village, said approval from the Village shall not be unreasonably withheld.

If U.S. Helicopters is a privately held corporation, said corporation agrees it will notify the Village if it changes more than ten percent (10%) of its stock.

- c. Any assignment or transfer of this Agreement, or any rights of U.S. Helicopters hereunder, without the consent of the Village, shall entitle the Village at its option to forthwith cancel this Agreement.
- d. Subject to all the terms and provisions hereof, U.S. Helicopters may, with the prior written consent of the Village, which consent shall not be unreasonably withheld, assign a portion or portions of the Licensed Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the Village compatible with U.S. Helicopter's authorized Airport business.
- e. No consent by the Village to assignment of the license by U.S. Helicopters of portions of the Licensed Premises shall in any way relieve U.S. Helicopters of any of its obligations to the Village set forth in or arising from this license and a termination of U.S. Helicopter's rights hereunder shall automatically terminate all sublicenses. Nor shall any such consent relieve U.S. Helicopters from its obligation to pay the full license fee amount for the entire Licensed Premises for the full term of this license.

XIII. Nondiscrimination

- a. U.S. Helicopters for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that 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) that U.S. Helicopters shall use the premises in compliance with all other requirements imposed pursuant to 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 1962, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Commission shall have the right to terminate the License and to reenter and repossess said land and facilities thereon, and hold the same as if said License had never been made or issued. U.S. Helicopters further agrees to comply with such enforcement procedures as the United States might demand that the Village take in order to comply with the Sponsor's Assurances.

- b. U.S. Helicopters shall include the foregoing provision in every agreement or concession pursuant to which any person or persons, other than U.S. Helicopters, operates any facility at the Licensed Premises providing service to the public and shall include therein a provision granting the Village, a right to take such action as the United States may direct to enforce such covenant.
- c. U.S. Helicopters shall indemnify and hold harmless the Village from any claims and demands of third persons including the United States resulting from U.S. Helicopter's noncompliance with any of the provisions of this Section and U.S. Helicopters shall reimburse Village for any loss or expense incurred by reason of such noncompliance.

XIV. Rights of Entry Reserved

- a. The Village, (including its officers, employees, agents, representatives and contractors) shall have the right at all reasonable times to enter upon the Licensed Premises for any and all purposes, provided such action does not unreasonably interfere with U.S. Helicopter's use, occupancy or security requirements of the Licensed Premises.
- b. At any reasonable time, and from time to time during ordinary business hours, the Village, its officers, agents and employees, whether or not accompanied by a prospective tenant, occupier or user of the Licensed Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the premises, subject to U.S. Helicopter's reasonable security requirements.

XV. Termination

- a. In the event of a default on the part of U.S. Helicopters in the payment of license fee or any other charges required by this Agreement to be paid to the Village, the Village shall give written notice to U.S. Helicopters of such default and demand the cancellation of this Agreement or the correction thereof. If, within 30 days after the date Village gives such notice, U.S. Helicopters has not corrected said default, and

paid the delinquent amount in full, this Agreement and all rights and privileges granted hereby in and to the Licensed Premises shall terminate.

- b. This Agreement together with all rights and privileges granted in and to the Licensed Premises shall terminate automatically upon the happening of any one or more of the following events:
 - (1) the filing by U.S. Helicopters of a voluntary petition in bankruptcy or any assignment for the benefit of creditors of all or any part of U.S. Helicopter's assets as a part of or alternative to an involuntary bankruptcy; or
 - (2) any institution of proceedings in bankruptcy against U.S. Helicopters; or
 - (3) the filing of a request for the appointment of a receiver or trustee of U.S. Helicopter's assets or the request for the appointment of a receiver or trustee of U.S. Helicopter's assets by a voluntary agreement with U.S. Helicopter's creditors; or
 - (4) the abandonment by U.S. Helicopters of the conduct of its authorized Airport business at the Airport; in this connection, suspension of operations for a period of sixty thirty days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by the Village.
- c. Upon the default by U.S. Helicopters in the performance of any covenant or conditions required to be performed by U.S. Helicopters, and the failure of U.S. Helicopters to remedy such default for a period of fifteen days after receipt from the Village of written notice to remedy the same, except default in the timely payment of any money due the Village, the Village shall have the right to cancel this Agreement for such cause.
- d. Upon the cancellation or termination of this Agreement for any reason, all rights of U.S. Helicopters, tenants and any other persons in possession of the Licensed Premises shall terminate, including all rights or alleged rights of creditors, trustees, assigns and all others similarly so situated as to the Licensed Premises.
- e. Upon said cancellation or termination of this Agreement for any reason, the Licensed Premises, except for such personal property which may be removed from said Licensed Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of U.S. Helicopters, its tenants, creditors, trustees, assigns and all others and the Village shall have immediate right of possession to the Licensed Premises.

- f. Any change in the Minimum Requirements and Rules and Regulations or the Village's exercise of any covenant or condition here in stated which changes U.S. Helicopter's ability to operate its business, U.S. Helicopters shall have the option to terminate this agreement with a 30 day written notice of termination to the Village.

XVI. Survival of U.S. Helicopter's Obligations

- a. In the event that this Agreement shall have been terminated in accordance with a notice of termination as provided in Section XVI hereof, all the obligations of U.S. Helicopters under this Agreement shall survive such termination, notwithstanding Village's rights to re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Village to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Village may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency for the entire unexpired term of this Agreement.

XVII. Surrender and Right of Re-Entry

- a. Upon the cancellation or termination of this agreement pursuant to any terms hereof, U.S. Helicopters agrees peaceably to surrender up the Licensed Premises to the Village in the same condition as they are at the time of the commencement of the term hereof and as they may hereafter be repaired and improved by U.S. Helicopters, save and except: (1) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (2) obsolescence in spite of repair, and (3) damage to or destruction of the license hold improvements for which insurance proceeds are received by the Village.
- b. Upon such cancellation or termination, the Village may re-enter and repossess the Licensed Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Village's election.

XVIII. Services to U.S. Helicopters

- a. Village covenants and agrees that during the term of this agreement it will operate the Airport as such for the use and benefit of the public provided that the Village 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. The Village further agrees to use its best efforts to maintain the runways and taxiways in good repair.

- b. Village reserves the right to further develop or improve the landing area of the airport as it deems necessary, regardless of the desires or views of U.S. Helicopters, and without interference or hindrance therefrom.
- c. Village reserves the right, but shall not be obligated to U.S. Helicopters, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of U.S. Helicopters in this regard.

XIX . Limitation of Rights and Privileges

- a. It is hereby specifically understood and agreed that nothing herein contained shall be construed 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, and the Village reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- b. No exclusive rights for the conduct of any aeronautical activity at the Airport, are granted by this agreement and no greater rights or privileges with respect to the use of the Licensed Premises or any part thereof are granted or intended to be granted to U.S. Helicopters by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

XX. Notices

- a. All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

Village:	Village Manager Village of Schaumburg 101 Schaumburg Court Schaumburg, Illinois 60193	<u>and to:</u>	Director of Transportation Village of Schaumburg 101 Schaumburg Court Schaumburg, Illinois 60193
----------	--	----------------	---

and U.S. Helicopters, Inc.
Hwy. 74 West
P.O. Box 625
Marshville, NC 28103

- b. Such addresses shall be subject to change from time to time as may be specified in written notice given by the intended recipient to sender.

XXI. Invalid Provisions

- a. The invalidity of any provisions, articles, paragraphs, portions or clauses of this agreement shall have no effect upon the validity of any other part or portion hereof so long as the remainder shall constitute an enforceable agreement.

XXII. Remedies to be Non-exclusive

- a. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Village or U.S. Helicopters and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

XXIII. General Provisions

- a. U.S. Helicopters shall not use, or permit the use of, the Licensed Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement without prior written consent of the Village.
- b. This Agreement shall be performable and enforceable in Schaumburg, Illinois, and shall be construed in accordance with the laws of the State of Illinois.
- c. This Agreement is made for the sole and exclusive benefit of the Village and U.S. Helicopters, their successors and assigns, and is not made for the benefit of any third party.

XXIV. Subordination Clauses

This Agreement is subject and subordinate to the following:

- a. Village reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of U.S. Helicopters, and without interference or hindrance by or on behalf of U.S. Helicopters, provided U.S. Helicopters is not deprived of the use of or access to the Licensed Premises.
- b. Village reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent U.S. Helicopters from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Village, would limit the usefulness of the Airport or constitute a hazard to the operation of aircraft.
- c. This license shall be subordinate to the provisions of any existing or future agreement between Village and the United States or the State of Illinois in carrying out its obligations relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and/or State funds for the development of the Airport.

- d. During time of war or national emergency, Village shall have the right to license all or any part of the landing area of the Airport to the United States for military use and, if any such license is executed, the provisions of this agreement, insofar as they may be inconsistent with the provisions of such license to the Government, shall be suspended, but such suspension shall not extend the term of this agreement. Abatement of license fees shall be agreed upon by U.S. Helicopters and the Village in proportion to the degree of interference with U.S. Helicopter's use of the Licensed Premises.

XXV. Entire Agreement

- a. This Agreement consists of Sections I through XXV and Exhibit 1.
- b. It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the Village and U.S. Helicopters. The parties agree that no representations or warranties shall be binding on the Village or U.S. Helicopters unless expressed in writing in this Agreement of License.

In witness thereof, the Village of Schaumburg has caused this contract to be executed by their respective duly authorized officers and made effective as of the date set forth above.

For: **VILLAGE OF SCHAUMBURG** For: **U.S. HELICOPTERS, INC.**

By: _____ By: _____
(signature) (signature)

Title: Village President Title: _____

Attest: _____ Attest: _____

(signature) (signature)

Title: _____ Title: _____

**Exhibit 1: Leased Premises in Hangar Building C, 887 West Irving Park Road
Unit 31C and 32C (appx. 7,200 s.f.) and adjacent ramp area (appx. 6,600 s.f.)**

