

**LICENSE AGREEMENT FOR OFFICE, HANGAR AND
PROVIDING AERONAUTICAL SERVICES AT
SCHAUMBURG REGIONAL AIRPORT**

THIS LICENSED AGREEMENT, made and entered into this _____ day of _____, 2021 between the Village of Schaumburg, a body corporate and politic (hereinafter referred to as the Village), and CITY WINGS (hereinafter referred to as CITY WINGS).

WITNESSETH

WHEREAS, the Village, pursuant to a request from CITY WINGS to operate a flight at Schaumburg Regional Airport (hereinafter referred to as the Airport) for a period defined as month to month; and

WHEREAS, the Village has determined that CITY WINGS has provided an advantageous proposal to the Village, price and other factors considered under the provisions of the Minimum Standards for Aeronautical Activities Flight Training at the Airport; and

WHEREAS, the Village and CITY WINGS desire to enter into a contract whereby CITY WINGS will provide services as described herein as Item E: Flight Training in the Minimum Standards and Rules and Regulations of the Schaumburg Regional Airport;

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations hereinafter provided, the Village hereby grants CITY WINGS the right to use and occupy the ground area at the airport shown on Attachment A 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

- a. The term of this lease shall be for a period defined as month to month commencing on September 14, 2021. Rent will begin September 14, 2021 for office 119 with a tie-down and shall expire when terminated.

II. Licensed Premises

The Licensed Premises shown on Attachment A, attached hereto and made a part hereof, consists of a tie-down rental and office 119 in the terminal building as shown on Attachment A.

III. Use of Licensed Premises

CITY WINGS shall continuously occupy and use the Licensed Premise 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 F: Flight Training.

IV. Rents and Fees

- a. For use and occupancy of the Licensed Premises herein granted, CITY WINGS agrees to pay to the Village during the period commencing on the commencement dates specified in Section I a monthly rent of \$425.00 per month for office 119 and a monthly rent of \$50.00 per month for a tie down rental. The tie-down rental will switch to a hangar rental when a hangar becomes available. A deposit of \$425.00 for office 119 will be needed by September 14, 2021.
- b. The monthly rent shall be paid on the first day of each month in advance to the Village of Schaumburg Transportation Department, 101 Schaumburg Court, Schaumburg, IL 60193 or at such other office as may be directed in writing by the Village. Late charges will be incurred in accordance with the Village of Schaumburg's fee schedule.
- c. CITY WINGS 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 CITY WINGS as set forth in the sections of this agreement covering the survival of CITY WINGS obligations, as set forth in Section XVII hereof.
- e. Upon the execution of this agreement by CITY WINGS and delivery thereof to the Village, CITY WINGS shall also deliver to the Village, as a security deposit, a cashier's check or certified check, in the amount of one month's 2021 rent. This security deposit shall remain in the possession of the Village as security for the full, faithful and prompt performance of and compliance with, on the part of CITY WINGS, all the provisions, terms and conditions of this agreement. The Village shall have the right to use the said deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against CITY WINGS. In the event the Village shall so use the said deposit, or any part thereof, CITY WINGS shall, on demand of the Village and within (2) days thereafter, deposit with the Village the sum necessary to maintain the amount herein set forth. Upon thirty (30) business days after the cancellation of the lease, the Village shall return any unused security deposit to CITY WINGS
- f. The Village of Schaumburg reserves the right to at any time, but no more than once in a twelve (12) month period adjust the monthly rent 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 June from the current and previous year. If a decrease occurs in the CPI, no change in the monthly rent shall occur.

V. CITY WINGS's Service

- a. CITY WINGS agrees to operate the Licensed premises for the use and benefit of the flight training:
 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. CITY WINGS understands that it may not be the only flight training authorized on the airport property.

VI. Acceptance, Maintenance, and Repair

- a. CITY WINGS 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 CITY WINGS
- b. Operating Repair and Maintenance Capital Repair and Maintenance. CITY WINGS shall supply housekeeping services and shall provide operating repair and maintenance all in a first class manner at and to the licensed premises at their own expense. “Operating Repair and Maintenance Costs” are defined as those costs which are either (1) ordinary and recurring expenses for current repair and maintenance which do not improve, restore or replace an Asset (but which repair and maintain it) all in accordance with generally accepted accounting principles, or (2) items with a cost of less than Two Thousand Five Hundred Dollars (\$2,500.00) per incident. Notwithstanding the foregoing, operating repair and maintenance does not include (1) construction items, whether they relate to the initial construction of the Facility or any subsequent construction work related to the Facility, and (2) any items with a cost of more than Two Thousand Five Hundred Dollars (\$2,500.00) per incident related to the exterior or permanent structures at the Facility; these items shall be capital repair and maintenance.
- c. CITY WINGS shall at all times keep the Licensed Premises in a clean and orderly condition and appearance; repair any damage caused by CITY WINGS to paving, soils, water or other surfaces of the Licensed Premises; take measures to prevent erosion of the soil on the Licensed Premises, including planting and replanting grasses.
- d. In the event CITY WINGS fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from the 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 CITY WINGS involves preventive maintenance only; or (c) to diligently continue to completion of 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 of 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 CITY WINGS on demand.
- e. 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 CITY WINGS 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 CITY WINGS makes any improvements to the Licensed Premises without the written approval of the Village, CITY WINGS must remove such improvements within 30 days of receipt of written notice from the Village to do so or the Village may have them removed at CITY WINGS expense.

- f. If CITY WINGS 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,

the Village may cause such condition to be corrected immediately, with or without CITY WINGS consent, at the expense of CITY WINGS

- g. CITY WINGS expressly agrees that it will not permit any lien to be placed upon the Licensed Premises or upon any improvements thereon.
- h. CITY WINGS improvements erected or constructed upon the Licensed Premises shall remain the property of CITY WINGS for as long as this lease shall remain in effect, but such improvements shall become the property of the Village upon expiration or termination of this lease, free and clear of all claims on the part of CITY WINGS. 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 CITY WINGS or CITY WINGS contractors or subcontractors for the value of any improvements constructed or located by CITY WINGS on the Licensed Premises.

VII. CITY WINGS General Obligations

- a. CITY WINGS 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. CITY WINGS shall control the conduct and demeanor of its members, invitees and, upon objection from the Village concerning the conduct or demeanor of any such person, CITY WINGS shall immediately take all lawful steps necessary to correct or remove the cause of the objection.
- c. CITY WINGS 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. CITY WINGS will obtain all necessary permits for storage and disposal and will provide the 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 of this Agreement. CITY WINGS 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, CITY WINGS shall provide the Village with a written certification as to the environmental condition of the premises with respect to toxic materials and contaminants.
- e. CITY WINGS 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. CITY WINGS 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.
- g. CITY WINGS 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 in this Agreement.

VIII. Ingress and Egress

- a. CITY WINGS 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 roadways and 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. The 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 or egress as provided above remains available to CITY WINGS. CITY WINGS 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, CITY WINGS, at its sole cost and expense, shall procure and maintain throughout the term of this lease insurance protection as stipulated in the Minimum Standards. The required policies shall name the Village, Park District, Schaumburg Regional Airport Advisory Commission, its employees, agents, etc. as an "Additional Insured" and provide 30 day's 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 CITY WINGS upon the commencement of the lease. Insurance renewals must be sent within two (2) weeks before or after their renewal.
- b. Insurance Coverage: The Village reserves the right to change the required insurance coverage at any time by letter and CITY WINGS 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 officer, agents and employees as an "Additional Insured"

In the event any improvements, insured or not insured, on the Licensed Premises are damaged or destroyed to the extent they are unusable by CITY WINGS for the purposes for which they were used prior to such damage or destruction, CITY WINGS 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.

- c. In the event of damage or destruction to any of the improvements upon the Licensed Premises, the Village shall have no obligation to repair or rebuild the improvements or any fixtures, equipment pursuant to this Agreement, unless the damage or destruction is caused directly by the actions of the Village, its employees, or agents. Upon the failure of CITY WINGS to repair or rebuild, the Village may, as agent of CITY WINGS, repair or rebuild such damage or destruction at the expense of CITY WINGS which expense shall be due and payable on demand.

X. Liabilities and Indemnities

- a. The Village shall not in any way be liable for any cost, liability, damage or injury, including the 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 CITY WINGS, or their guests or invitees.
- b. CITY WINGS 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 the 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 CITY WINGS, its agents, servants, employees, contractors, sub-lessees or tenants.

XI. Rules and Regulations

- a. From time to time the Village may adopt and enforce rules and regulations with respect to the occupancy and use of the airport. CITY WINGS 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 Regulations, 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. The 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. CITY WINGS hereby acknowledges receipt of a current copy of the Ordinance for Adopting Rules and Regulations for Schaumburg Regional Airport and Minimum Requirements for Airport Aeronautical Services, attached hereto as Attachments B and C respectively and made part of this lease.

XII. Assignment and Sublease

- a. CITY WINGS 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, with the Village having the exclusive right of approval of any tenant. Should the Village not approve the sublease for any reason, the Village agrees to relieve CITY WINGS of the licensed space, and remove said space from the terms and conditions of this lease. The Village will take full possession of said space, and will have full rights for leasing the space to a new tenant.
- b. Any assignment or transfer of this agreement, or any rights of CITY WINGS hereunder, without the consent of the Village, shall entitle the Village at its option to forthwith cancel this Agreement.

XIII. Non-Discrimination

- a. CITY WINGS for itself, its 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 facilities (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person 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 CITY WINGS 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, non-discrimination 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 non-discrimination covenants, the Village 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. CITY WINGS 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. CITY WINGS shall include the foregoing provision in every agreement or concession pursuant to which any person or persons, other than CITY WINGS, 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. CITY WINGS shall indemnify and hold harmless the Village from any claims and demands of third persons including the United States resulting from CITY WINGS noncompliance with any of the provisions of this Section and CITY WINGS shall reimburse the 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 CITY WINGS'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 CITY WINGS, 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 CITY WINGS's reasonable security requirements.

XV. Termination

- a. In the event of a default on the part of CITY WINGS in the payment of rent or any other charges required by this Agreement to be paid to the Village, the Village shall give written notice to CITY WINGS of such default and demand the cancellation of this Agreement or the correction thereof. If, within 30 days after the date the Village gives such notice, CITY WINGS 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 CITY WINGS of a voluntary petition for bankruptcy or any assignment for the benefit of creditors of all or any part of CITY WINGS's assets; or
 - (2) any institution of proceedings in bankruptcy against CITY WINGS; or

- (3) the filing of a request for the appointment of a receiver or trustee of CITY WINGS's assets or request for the appointment of a receiver or trustee of CITY WINGS's assets by a voluntary agreement with CITY WINGS creditors; or
 - (4) the abandonment by CITY WINGS of the conduct of its authorized Flight School at the Airport; in this connection, suspension of operations for a period of sixty (60) 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 CITY WINGS in the performance of any covenant or conditions required to be performed by CITY WINGS, and the failure of CITY WINGS to remedy such default for a period of thirty (30) days after the receipt from the Village of written notice to remedy the same, 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 CITY WINGS, 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 personal property which may be removed from said Licensed Premises provided for elsewhere herein, shall be free of all encumbrances and all claims of CITY WINGS, 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 CITY WINGS's ability to operate its business, CITY WINGS shall have the option to terminate this agreement with a 90 day written notice of termination to the Village.

XVI. Survival of CITY WINGS's Obligations

- a. In the event that this Agreement shall have been terminated in accordance with a notice of termination as provided in Section XV hereof, all the obligations of CITY WINGS under this Agreement shall survive such termination, notwithstanding the 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 the Village to the same extent, at the same time, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The Village may maintain separate actions each month to recover the damage or deficiency then due or at its option at any time may sue to recover the full deficiency for the entire unexpired term of this Agreement.

XVII. Surrender of Right of Re-Entry

- a. Upon the cancellation or termination of this agreement pursuant to any terms hereof, CITY WINGS 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 CITY WINGS, 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 repairs, and (3) damage to or destruction of the leasehold 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 the Village's election.

XVIII. Services to CITY WINGS

- a. The 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 runway and taxiways in good repair.
- b. The Village reserves the right to further develop or improve the landing area or the airport as it deems necessary, regardless of the desires or views of CITY WINGS, and without interference or hindrance therefrom.
- c. The Village reserves the right, but shall not be obligated to CITY WINGS, 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 CITY WINGS 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. Except the exclusive right of CITY WINGS to possession of the Licensed Premises. 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 CITY WINGS 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	<u>and</u>	To:	Director of Transportation
	Village of Schaumburg			Village of Schaumburg
	101 Schaumburg Court			101 Schaumburg Court
	Schaumburg, IL 60193			Schaumburg, IL 60193

And: CITY WINGS

Attn: Sebastian Saavedra

- 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 any other remedy available to the Village or CITY WINGS and the exercise of any remedy, or the existence herein of other remedies shall not prevent the exercise of any other remedy.

XXIII. General Provisions

- a. CITY WINGS 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.
- 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 CITY WINGS, 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. The Village reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of CITY WINGS, and without interference or hindrance by or on behalf of CITY WINGS, provided CITY WINGS is not deprived of the use or access to the Licensed Premises.

- b. The 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 CITY WINGS 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 lease shall be subordinate to the provisions of any existing or future agreement between the 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 executive 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, the Village shall have the right to lease all or any part of the landing area of the Airport to the United States for military use and, if any such lease is executed, the provisions of this agreement, insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this agreement.
- e. In the event that CITY WINGS is prevented from conducting any Aircraft Rental or Flight Training activities due to runway or airport closures, of more than thirty one (31) consecutive days, or due the actions of local, state or federal government or any of their agencies, a rent abatement will be granted to CITY WINGS in the amount of the daily prorated rent for the days CITY WINGS was prevented from conducting any Aircraft service activities. Should any of these actions exceed thirty one (31) consecutive days, CITY WINGS will have the option to cancel all obligations of this lease and vacate the premises within fourteen (14) calendar days.

XXV. Entire Agreement

- a. This Agreement consists of Sections I through XXV and Attachments A.
- b. It constitutes the entire Agreement of the parties hereto and may be changed, modified, discharged or extended except by written instrument duly executed by the Village and CITY WINGS. The parties agree that no representations or warranties shall be binding on the Village or CITY WINGS unless expressed in writing in this Agreement of Lease.

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

For: **VILLAGE OF SCHAUMBURG**

For: **CITY WINGS**

By: _____
(signature)

By: _____
(signature)

Title: Village Manager

Title: Co-Owner

Date: _____

Date: _____

Attest:

By: _____
(signature)

By: _____
(signature)

Title: _____

Title: _____

Attachment A

Terminal Building

