
GROUND LEASE

BETWEEN

MILWAUKEE COUNTY

AND

RITE-HITE HOLDING CORPORATION

1.	RECITALS	1
2.	AGREEMENT TO LEASE	1
2.1	Premises	1
2.2	Use of Premises	2
2.2.1	Permitted Use.....	2
2.2.2	General Limits on Use	2
2.2.3	Compliance with All Laws	4
2.2.4	No Exclusive Right for Aeronautical Activities	4
2.2.5	Compliance with Airport Flight Patterns	5
2.3	Airport Public Facilities	5
2.4	Fuel Storage Tanks.....	5
2.5	Fueling Activities, General Operating Requirements	5
2.5.1	Qualified Operator Attendance	6
2.5.2	Sealed Surfaces	6
2.5.3	Storage of MSTs	6
2.5.4	Inspections	6
2.5.5	Notification	7
2.5.6	Spill Prevention Control and Countermeasures Plan.....	7
2.6	Fire Safety	8
2.7	Business Licenses.....	8
2.8	Compliance with Americans with Disabilities Act	8
3.	TERM	8
3.1	Option to Extend Term.....	8
4.	RENT	8
4.1	Adjustments to Basic Rent	9
4.2	Effective Date of Adjustment; Payment of Adjustments	9
4.3	Aviation Flowage Fees.....	9
4.4	Rent Payments; No Offset.....	10
4.5	Late Payments	10
4.5.1	Delinquent Rent Payment	10
4.5.2	Delinquency Charge.....	10
4.5.3	Interest.....	10
4.5.4	Returned Checks	10

4.6	Remedies Non-Exclusive	11
4.7	Acceptance of Rent	11
4.8	Security Deposit	11
4.9	Taxes and Assessments	12
4.10	Other Fees	12
5.	COUNTY AUTHORITY, OBLIGATIONS, RESERVATIONS OF RIGHTS	12
5.1	Condition of Premises	12
5.2	County’s Right of Access to the Premises	13
5.3	County’s Construction Obligations.....	13
5.4	County Maintenance and Repair Obligations	13
5.5	County Authority Over the Airport.....	13
5.6	Reservation of Rights.....	13
5.7	County's Obligation to Operate Airport, Terminate Lease Early.....	14
5.8	Eminent Domain Rights.....	14
5.9	County Rights of Access and Audit.....	14
6.	LESSEE’S RIGHTS AND OBLIGATIONS.....	14
6.1	Condition of the Premises	15
6.2	Delivery of Premises	15
6.3	County's Consent Required Improvements or Alterations.....	15
6.3.1	Emergency Repairs	16
6.3.2	Exception to County Approval	16
6.3.3	Lessee Improvements and Required Construction Responsibilities.....	16
6.3.4	Lessee Improvements.....	16
6.3.5	Description of Improvements	16
6.3.6	Inspection of Construction.....	17
6.3.7	Ownership of Improvements.....	17
6.3.8	No Liens.....	17
6.3.9	Notice of Non-Responsibility	17
6.3.10	Costs of ADA Compliance	17
6.3.11	Cooperation.....	17
6.3.12	Submission of Drawings.....	18
6.3.13	Height Restrictions.....	18
6.3.14	Construction Soils.....	18
6.3.15	Wetlands	18

6.3.16	Landscaping Standards	19
6.3.17	Signs.....	19
6.3.18	Premises Surface and Building Drainage Connections	19
6.3.19	Payment of License Fees, Permits, etc.....	19
6.3.20	Waste, Removal, and Demolition	19
6.3.21	Cost of Construction of Improvements.....	19
6.3.22	Construction Bonds.....	19
6.4	Reversionary Interests	20
6.5	Utilities.....	20
6.5.1	Payment of Utilities	20
6.5.2	Installation of Utilities	20
6.5.3	Noninterference with Utilities.....	20
6.6	Aircraft Registration.....	20
6.7	Maintenance	21
6.7.1	Failure to Maintain or Repair.....	21
6.7.2	Damage Caused to Other Premises.....	22
6.8	Sanitation, Hygiene and Cleanliness.....	22
6.9	Recycling and Sustainability Programs.....	22
6.10	Quiet Enjoyment	22
6.11	Hazard, Potential Hazard, Nuisance, or Annoyance	23
7.	ENVIRONMENTAL MANAGEMENT AND COMPLIANCE	23
7.1	Definitions.....	23
7.1.1	Best Management Practices	23
7.1.2	Environmental Audit.....	23
7.1.3	Environmental Costs.....	23
7.1.4	Environmental Laws	24
7.1.5	Hazardous Substance	24
7.1.6	Hazardous Substance Release.....	24
7.1.7	General Environmental Obligations of Lessee	24
7.1.8	Hazardous Substance Release Response	25
7.1.9	Use of Hazardous Substances	25
7.1.10	Hazardous Substance Storage Tanks	25
7.1.11	Storm Water and Wash Water Discharges.....	25
7.1.12	Permit Required	25

7.1.13	Right of Inspection.....	26
7.1.14	Storm Water Treatment.....	26
7.1.15	Wash Water.....	26
7.1.16	Underground Injection Controls	26
7.1.17	Industrial Permit Fee.....	27
7.1.18	Other Fees	27
7.1.19	Storm Water Sampling.....	27
7.1.20	Soil or Waste.....	27
7.2	Environmental Audits	27
7.2.1	Initial Audit.....	27
7.2.2	Special Audit.....	28
7.2.3	Exit Audit.....	28
7.2.4	Audit Requirements	28
7.2.5	Environmental Inspection.....	28
7.3	Lessee's Liability	28
7.3.1	Hazardous Substance Releases	29
7.3.2	Presumption	29
7.3.3	Lessee's Liability for Environmental Cost.....	29
7.3.4	Limitation of Lessee's Liability.....	29
7.4	Environmental Remediation.....	29
7.4.1	Immediate Response	29
7.4.2	Remediation	30
7.4.3	Report to County.....	30
7.4.4	County's Approval Rights.....	30
7.5	Notice	30
7.6	County's Right to Perform on Behalf of Lessee.....	30
8.	INDEMNITY AND INSURANCE REQUIREMENTS	31
8.1	Lessee's General Indemnity; Reimbursement of Damages.....	31
8.1.1	Lessee.....	31
8.1.2	County.....	31
8.2	Insurance Requirements	31
8.2.1	Certificates; Notice of Cancellation.....	31
8.2.2	Additional Insured; Separation of Insureds	32
8.2.3	Primary Coverage	32

8.2.4	Company Ratings.....	32
8.3	Required Insurance.....	32
8.4	Construction Insurance.....	33
8.4.1	Builder's Risk Insurance	33
8.4.2	Pollution Liability Insurance.....	33
8.5	Lessee's Risks.....	33
8.6	Periodic Review	34
8.7	Survival of Indemnities	34
9.	DAMAGE OR DESTRUCTION.....	34
9.1	Premises	34
9.2	Limited Damage.....	34
9.3	Extensive Damage.....	34
9.4	Application of Insurance Proceeds.....	35
9.5	Rent	35
9.6	Rights of County	35
9.7	No Duty to Protect.....	35
10.	TERMINATION.....	35
10.1	Duties Upon Termination.....	35
10.2	Title to Improvements	36
10.3	Lessee's Personal Property	36
10.3.1	Removal Requirement	36
10.3.2	Time for Removal.....	36
10.4	Holding Over.....	36
11.	DEFAULT	37
11.1	Event of Default	37
11.2	Default in Rent	37
11.3	Default in Other Covenants.....	37
11.4	Insolvency	37
11.5	Material Misrepresentation	37
11.6	Cross-Default	38
11.7	Remedies on Default	38
11.8	Right to Draw on the Security Deposit	38
11.9	Lease Continuation.....	38
11.10	Default by County	38

11.11 Termination by Lessee	39
12. ASSIGNMENT, SUBLEASE, MORTGAGE AND TRANSFER.....	39
12.1 No Assignment or Other Transfer Without County Consent.....	39
12.2 Application.....	39
12.3 Effect of Consent.....	39
12.4 Fee for Review of Requests of Transfer.....	40
12.5 Unpermitted Transfer Void	40
12.6 Transfer by County.....	40
12.7 Estoppel Certificates	40
12.8 Leasehold Mortgages Permitted.....	41
12.9 Subleasing	41
13. EMINENT DOMAIN/CONDEMNATION	41
14. GENERAL PROVISIONS	42
14.1 Airport Security.....	42
14.2 Attorney Fees	42
14.3 Brokers	42
14.4 Calculation of Time.....	42
14.5 Capacity to Execute.....	42
14.6 Covenants, Conditions and Restrictions.....	43
14.7 Counterparts	43
14.8 Defined Terms.....	43
14.9 Entire Agreement	43
14.10 Exhibits Incorporated by Reference.....	43
14.11 Force Majeure	43
14.12 Governing Law.....	43
14.13 Headings, Table of Contents and Table of Definitions.....	44
14.14 Interpretation of Lease; Status of Parties	44
14.15 Joint and Several Liability.....	44
14.16 Lease Subject to Agreements with United States.....	44
14.17 Lease Subject to Bonds and Ordinances	44
14.18 Limitation on County Liability.....	44
14.19 Mediation	45
14.20 Modification.....	45
14.21 No Exclusive Rights.....	45

14.22 Appurtenant Rights 45
14.23 No Implied Warranty 45
14.24 No Intended Third-Party Benefit..... 45
14.25 No Light or Air Easement 46
14.26 Lease Subject to Aviation Priority 46
14.27 Avigation Easement 46
14.28 No Limit on County's Powers 46
14.29 Nondiscrimination Assurance 46
14.30 Affirmative Action 47
14.31 Nondiscrimination and Equal Opportunity 47
14.32 No Waiver 48
14.33 Notices..... 48
14.34 Severability..... 49
14.35 County Consent or Action..... 49
14.36 Provisions Applicable to Others..... 49
14.37 Recitals 49
14.38 Successors; Parties 49
14.39 Survival 49
14.40 Time of the Essence 49

TABLE OF EXHIBITS

EXHIBIT A PREMISES

EXHIBIT B MAINTENANCE RESPONSIBILITY MATRIX

GROUND LEASE

This **GROUND LEASE** ("Lease") effective **April 1, 2024** ("Effective Date") is between **MILWAUKEE COUNTY**, a municipal corporation in the State of Wisconsin ("County") and **RITE-HITE HOLDING CORPORATION**, a corporation organized under the laws of the Wisconsin ("Lessee").

RECITALS

- A. County is the owner and operator of General Mitchell International Airport, also known as Milwaukee Mitchell International Airport, in Milwaukee, Wisconsin ("Airport").
- B. County and Lessee are parties to a Lease Agreement (No. HP-2089) dated November 14, 2012 (as amended, the "Rite-Hite Lease") for a portion of the Premises.
- C. County and Lessee, as successor-by-assignment to Freight Runners Express, Inc., are parties to a Lease Agreement (No. HP-2179) dated August 5, 2011 (the "Freight Runner Lease," and together with the Rite-Hite Lease, the "Existing Leases") for a portion of the Premises.
- D. County and Lessee desire for County to ground lease the Premises (as defined below) to Lessee, and for Lessee to ground lease the Premises from the County, under this new Lease upon the terms and conditions set forth herein and to terminate the Existing Leases in their entirety as of the Effective Date.
- E. Lessee desires a nonexclusive right to operate as a Non-Commercial Hangar Operator at and from the Airport.
- F. Subject to County's approval of plans and specifications as set forth herein, Lessee intends to: (a) develop, construct, and provide construction staging for the Hangar Improvements (as defined in Section 6.3.3 below) and (b) thereafter to operate, maintain, repair and replace the Hangar Improvements.

NOW, THEREFORE, County and Lessee intending to be legally bound by the terms and conditions of this Lease and in consideration of the mutual covenants and the benefits accruing respectively to County and Lessee, County and Lessee agree as follows.

1. RECITALS

The Recitals above are true and are incorporated into and are a part of the Lease.

2. AGREEMENT TO LEASE

2.1 Premises

Subject to the terms and conditions of this Lease, County leases to Lessee certain real property located at the Airport consisting of the following types and amounts of space described in the table below, and as shown and described on Exhibit A, attached to this Lease ("Premises").

Description	Amount	Unit
Land	103,000	Square Feet

"Improvements" shall mean the Hangar Improvements, and any other buildings, ramps, roadways, driveways, parking areas, landscaping, pipes, fences, sidewalks, paved areas, utility distribution facilities, signs, or any other enhancements or improvements in, under, or upon the Premises placed or constructed by Lessee, whether now existing or hereafter added. Improvements shall not include Lessee's equipment or removable personal property.

2.2 Use of Premises

Lessee may use the Premises only for Permitted Use (as defined in Section 2.2.1).

2.2.1 Permitted Use

Lessee may use the Premises for the following (collectively, the "Permitted Use"): (a) development, construction, and construction staging for the Improvements; (b) operation, maintenance, repair and replacement of an aircraft hangar for the purpose of storing, servicing, and performing maintenance on aircraft owned, leased, rented or operated, by and for the exclusive use of Lessee and self-fueling activities, all in accordance with the Airport General Aviation Minimum Standards ("Minimum Standards"), as amended from time to time, along with any applicable activity permits required by the Minimum Standards; and (c) storage and operation of ground service equipment and vehicles used in connection with the Permitted Use. Lessee may not use the Premises for any other purpose without the prior written consent of County.

2.2.2 General Limits on Use

2.2.2.1. Except as expressly set forth in this Agreement, Lessee shall not use or permit anyone else to use the Premises or the Improvements, nor permit anything to be done on the Premises which adversely interferes with the safe and efficient operation of the Airport for airport purposes.

2.2.2.2. Lessee shall not, without the prior written consent of County, use any device which would violate any Laws or causes a material health and safety hazard or nuisance at the Premises or properties adjacent to the Premises. Without limiting the generality of the foregoing, Lessee acknowledges the concerns of the community with respect to noise issues including, without limitation, noise concerns caused by engine run-up activities. To the extent possible in accordance with commercially reasonable operations of the Hangar Improvements, Lessee agrees to actively participate with County in developing, implementing, and adhering to noise abatement procedures, policies, and programs. Lessee agrees, at Lessee's sole expense, to implement commercially reasonable measures to minimize noise concerns as may be required by County with respect to similarly situated tenants or aircraft operators and such measures to minimize noise concerns as may be required by the Federal Aviation Administration ("FAA") from time to time.

2.2.2.3. Lessee shall not use the Premises for maintenance or inspection of aircraft, other than a) maintenance or inspection activity included under the aircraft owner operator's rights of self-service under FAR 43, Appendix A, paragraph C, as amended or replaced, b) by a properly licensed employee of Lessee using Lessee's own equipment, and Lessee's own resources, c) by a licensed mechanic other than the owner; provided however, any such third party

maintenance services, must be obtained from an authorized maintenance provider in accordance with the Minimum Standards and have a valid permit or written agreement with County to provide such services. All services provided and activities conducted shall be completed within applicable codes, rules, or regulations applicable to the hangar or location where service work is actually conducted.

2.2.2.4. Other than in connection with the Permitted Use, Lessee shall not use the Premises for storage. This prohibition applies to the storage of automobiles, motorcycles, or motor vehicles, boats, recreational vehicles, equipment, household items that could be stored in commercial storage facilities, materials, or shipping and other containers, unless used in conjunction with the Permitted Uses, and to the storage of unsightly equipment, materials, or accumulated debris on the exterior of the Premises and not customarily located on similarly situated facilities, as determined by County, in its sole discretion.

2.2.2.5. Any liquids, inflammables, or Hazardous Substances (as defined in Section 7.1.5) used by Lessee on the Premises or Improvements must be kept in spill-proof, covered containers, and must not exceed applicable quantities.

2.2.2.5. Lessees use of the Premises shall be consistent with the FAA's Policy on the Non-Aeronautical Use of Airport Hangars.

2.2.2.6. Without limiting the generality of any other provision of this Lease, and without County's prior written consent, and except as described in the Permitted Uses, Lessee shall not use the Premises or Improvements: (a) for long-term storage of derelict aircraft and parts; (b) to provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, except as allowed by the Permitted Uses; or (c) to operate a non-aeronautical business, or operate any motor vehicle rental business, or provide lodging facilities; or (c) for long-term storage of derelict aircraft and parts; or (d) for parking for passengers or customers of the Airport, employees and invitees while at the Premises, or charge any fee for parking of motor vehicles at the Premises; or (e) for the installation or operation of any antennae, satellite dish or other system for third party transmission, reception or relay of voice or data communications, except for standard telephone and wireless internet; or (f) for any use that, in the reasonable estimation of, County, FAA and/or FCC causes or tends to cause a nuisance or has or may have an adverse effect on the operation of the Airport for airport purposes.

2.2.2.7. If Lessee desires to anti-ice or deice on the Premises, Lessee shall propose Lessee's design in accordance with the Airport Tenant Improvement Process, as described in Section 6.3 and work with County to design a facility that meets all applicable County standards and complies with all Environmental Laws (as defined in Section 7.1.4). Whether or not to allow anti-ice or deice activities will be in County's reasonable discretion and is dependent upon the design of the proposed Improvements. Lessee shall take all steps necessary in order not to allow any discharge of Hazardous Substances, as defined in Section 7.1.5).

2.2.2.8. Lessee shall not permit the use of paint containing lead, or extensive painting of any composition or the use of chlorinated solvents.

2.2.2.9. Ground support vehicles or equipment maintenance shall occur only indoors.

2.2.2.10. Other than in compliance with Section 7.1.15 or in connection with the Wash Bay (defined below), no washing of vehicles or equipment shall occur on the Premises without County's prior written consent, which County may grant or condition in its sole discretion.

2.2.2.11. The rights extended by this Lease shall extend only to the aircraft identified by Lessee under Section 6.6. Storage of any other aircraft is strictly prohibited. County shall have the right to immediately order removal of any unauthorized aircraft.

2.2.2.12. Weight Limitations. Lessee hereby specifically acknowledges that the roadways, taxilanes, taxiways, ramps, and aprons located on the Airport wherein the Premises are located are stressed for maximum gross weight or the load-carrying capacity of pavement for unrestricted operations. Lessee shall be responsible for all damage or destruction caused by utilization of Airport roadways, taxilanes, taxiways, ramps, and aprons by aircraft or vehicles operated by Lessee or its tenants, licensees, or invitees in excess of the maximum gross weights.

2.2.3 Compliance with All Laws

Lessee shall, and shall cause its partners, officers, directors, employees, licensees, invitees, agents, contractors, suppliers of materials, and furnishers of services (collectively, "Lessee's Representatives") to comply with all applicable Laws with the Permitted Use of the Premises and all applicable Laws governing use of the Premises.

"Law(s)" shall mean shall mean, as of any date: (a) all applicable laws, rules, regulations, including the Airport Rules and Regulations (the "Airport Rules"), determinations, authorizations, approvals, statutes, treaties, codes, ordinances, permits, certificates, orders, licenses and generally applicable policies, standards, including the Airport General Aviation Minimum Standards ("Minimum Standards"), and guidelines promulgated by any Authority; (b) all applicable judgments, decrees, injunctions, writs, orders, or like action of any court, arbitrator, or other administrative, judicial, or quasi-judicial tribunal or agency of competent jurisdiction; (c) all applicable restrictive covenants, deed restrictions, and easements of record; and (d) to the extent not clearly included in the foregoing, all applicable common law or strict liability provisions and any judicial or administrative interpretations thereof; including, without limitation, any of the foregoing pertaining to aviation, health, safety, the environment, and the use and occupancy of the Premises.

"Authority" shall mean any federal, state, county, municipal, provincial, or other government or governmental, quasi-governmental or regulatory authority, director, agency, board, body, commission, instrumentality, court or tribunal, or any political subdivision of any thereof, or arbitrator or panel of arbitrators, of or within the United States or any other jurisdiction applicable to County or Lessee and having jurisdiction or authority over County, Lessee, or all or any portion of the Premises including, without limitation, the FAA, Transportation Security Administration ("TSA"), and Wisconsin Department of Natural Resources ("WDNR").

2.2.4 No Exclusive Right for Aeronautical Activities

Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport; provided, however, that Lessee shall have

the exclusive right and use of the Premises during the term of this Lease.

2.2.5 Compliance with Airport Flight Patterns

To the extent applicable, Lessee shall at all times comply with all applicable flight patterns established for the Airport.

2.3 Airport Public Facilities

Lessee, its employees, agents, contractors, passengers, guests, patrons, licensees and invitees, and suppliers of materials and furnishers of services, shall have the nonexclusive right to use, in common with others, all public Airport facilities, improvements, runways, taxiways, roadways and areas at the Airport as may be necessary for access to and from the Premises and for performance of Lessee's permitted activities conducted at the Airport, which are now or hereafter provided by County for such use ("Airport Public Facilities"). No aircraft, motor vehicle or machinery shall be left in an inoperable condition or stored in the Airport Public Facilities by Lessee or its agents, contractors, customers, or suppliers, without the prior written consent of County. Any such aircraft, motor vehicle or machinery may be removed by County at Lessee's expense.

2.4 Fuel Storage Tanks

Subject to the terms and conditions of this Section 2.4 of this Lease, the Minimum Standards, Airport Rules, Non-Commercial Self-Fueling Permit obtained by Lessee (the "Self-Fueling Permit"), and/or such additional requirements as County may reasonably require, Lessee may install, maintain, use, and remove Aboveground Storage Tanks ("AST"), Underground Storage Tanks ("UST"), and/or Mobile Storage Tanks ("MST"), (collectively "Storage Tank(s)") including existing tanks installed under the Existing Leases, in a location or locations designated by County for use in Self-Fueling activities only. Installation of tanks shall be subject to all of the provisions of this Lease concerning the construction of Improvements.

Upon expiration or earlier termination of the Lease for any reason or in the event of the abandonment of Storage Tanks, pipes, or dispensing equipment at any time by Lessee, Lessee shall, at its sole expense, remove the Storage Tanks along with any piping or other equipment associated with the operation of the Storage Tanks, fill in any excavations and restore the ground surface to its condition prior to their installation, all in compliance with then applicable Environmental Laws (defined in Section 7.1.4). This requirement includes existing tanks, installed under the Existing Leases. Lessee shall comply will all applicable Laws associated with the decommissioning and removal of any tank. Lessee shall deliver all documents, notices and reports associated with the decommissioning and removal of any tank.

This Section shall not be construed to be an approval or consent for the construction, installation, or design of a particular tank on the Premises.

2.5 Fueling Activities, General Operating Requirements

Self-fuelers are not permitted to sell, barter, exchange or otherwise permit fuel to be taken from Lessee's Storage Tanks and placed into any aircraft or vehicle not owned or operated under the exclusive use and control of Lessee or its employees.

Lessee shall adopt reasonable safeguards and precautions in the storage and handling

of aviation fuels and oils and agrees to abide by all applicable Laws governing the storage and handling of aviation products. Lessee shall perform all fueling in a careful and prudent manner, and in accordance with Best Management Practices and applicable Airport permits.

Lessee shall manage and conduct all of its activities on, or relating to, Lessee's use of the Premises: (a) in compliance with all applicable Laws, including, but not limited to 14 CFR 139, applicable Environmental Laws, the environmental provisions of the Lease; (b) in cooperation with County in County's efforts to comply with applicable Environmental Laws; (c) in adherence with Best Management Practices applicable to Operator's use of the Premises and operation of Storage Tanks; and (d) in compliance with the SPCC Plan (defined in Section 2.5.6), as described in Section 2.5.6. In addition, Operator shall conduct its practices in a manner consistent with the requirements of all Environmental Laws and Best Management Practices, as identified below.

2.5.1 Qualified Operator Attendance

Lessee shall insure that all storage tank operators are qualified and trained to operate the fuel dispensing equipment and that any and all storage tanks are continuously attended by qualified and trained operators while the Storage Tanks are dispensing or receiving fuel.

2.5.2 Sealed Surfaces

Lessee shall conduct all fueling/refueling activities on sealed surfaces such as asphalt or concrete, and in a manner which will prevent any spillage or other discharge of fuel from entering storm drains, ditches and open, gravel, sand, or soil surfaces, including, but not limited to, sealing any storm drains in the vicinity of any fueling activity during such fueling. This Section 2.5.6.2 shall not apply, unless otherwise a component of Operator's SPCC Plan (defined in Section 2.5.6) required under Section 2.5.6 below, to any drains that flow into enclosed systems that are capable of fully containing the maximum amount of any spill that could be generated as a result of such fueling activities.

2.5.3 Storage of MSTs

Operator shall store MSTs only on their Premises on sealed surfaces such as asphalt or concrete, away from storm drains, ditches and open, gravel, sand, or soil surfaces, unless an alternative location is expressly approved in advance, in writing, by County in its sole discretion.

2.5.4 Inspections

Lessee shall conduct and document inspections of the Storage Tanks and operating practices associated with the Storage Tanks, providing copies of such documentation to County upon request, all in accordance with 14CFR139, NFPA 407 and other applicable Laws. Inspections shall include, at a minimum: (a) confirmation that an SPCC Plan (defined in Section 2.5.6) is in place and that it is properly updated with all current information; (b) confirmation that the storage tanks and all key components of the Storage Tanks, such as tanks, pumps, hoses, and fittings, are in good and safe working condition; (c) confirmation that a complete spill response kit, with mats designed to seal off storm drains, are included with or on all Storage Tanks; (d) confirmation that all employee awareness training, all employee operating training, all necessary maintenance and all measures necessary to insure compliance with any and all applicable Laws

and Best Management Practices have been completed; and (e) inspections of all areas of the Premises and the Airport where operation of the Storage Tanks might cause potential spills of Hazardous Substances which could impact storm water.

2.5.5 Notification

Lessee shall develop and implement procedures for the proper notification of regulatory agencies and County in the event of a suspected or confirmed Hazardous Substance Release.

2.5.6 Spill Prevention Control and Countermeasures Plan

2.5.6.1 Preparation of Plan

Lessee shall prepare a written Spill Prevention, Control and Countermeasures Plan (“SPCC Plan”) which addresses the measures to be followed by Lessee to prevent, control, and perform corrective actions in the event of a Hazardous Substance Release. The SPCC Plan shall address the measures Operator will take to prevent the entry of Hazardous Substances onto County property, into the air, waterways, groundwater, sanitary sewer, or stormwater drainage systems on or adjacent to the Premises, and to immediately respond to and remediate, and restore natural resources damage from, any Hazardous Substance Release on the Premises. A complete copy of the SPCC Plan shall be maintained at the Premises, and a copy shall be provided to County within ninety (90) calendar days of the Effective Date of this Agreement. The SPCC Plan shall be revised and updated to reflect current operations at a minimum of every three (3) years. County shall be provided a copy of all such revisions and updates.

2.5.6.2 Additional Requirements

Operator shall include in any SPCC Plan, in addition to those elements required by Environmental Laws: (a) procedures for the proper receipt, storage and dispensing of aviation fuels, including maintenance, safety checks, and safe practices applicable to a Storage Tank(s); (b) procedures for regular inspection of each tank within the Storage Tank system, including, but not limited to, confirmation that each such system and key components, such as pumps, hoses, and fittings, are in good and safe working condition; (c) procedures for notifying County of any suspected or confirmed release on or from the Premises or Storage Tanks immediately, but in no case later than one (1) hour of acquiring relevant information or knowledge; (d) procedures for immediate verbal and written notification to the appropriate regulatory agencies within time frames specified by Environmental Laws; (e) operating procedures for spill contingency and emergency response to Hazardous Substance Releases, including the designation of individuals responsible for directing the response and corrective actions for such releases; (f) procedures to address large Hazardous Substance Releases that on-site resources may be inadequate to manage, including, but not be limited to, identification of an outside twenty-four (24) hour emergency response contractor to handle large Hazardous Substance Releases; (g) provision for on-site spill response equipment ready for immediate use designed to keep a Hazardous Substance Release from reaching stormwater, sanitary systems or vicinity waterways; (h) provision for trained onsite personnel to operate the spill response equipment during filling and dispensing operations and available on call at all other times; provision for prompt regular submission to County of copies of all relevant permits, consents, approvals, reports, and other correspondence with any regulatory agencies pertaining to Storage Tanks and compliance with

Environmental Laws; and (j) provision for training of personnel to implement the SPCC Plan and on compliance with pertinent Environmental Laws.

2.5.6.3 Permits

Operator shall, upon the request of County, provide County with copies of all permits, approvals, reports, and correspondence with any governmental agency pertaining to each Storage Tanks.

2.6 Fire Safety

Lessee shall exercise due and reasonable care and caution to prevent and control fire on the Premises and to that end shall provide and maintain such fire suppression and other fire protection equipment as may be required pursuant to applicable governmental laws, ordinances, statutes and codes for the purpose of protecting the Improvements adequately and restricting the spread of any fire from the Premises to any property adjacent to the Premises.

2.7 Business Licenses

Lessee shall obtain and maintain all federal, state, and local licenses and permits necessary or required by Law for Lessee's use and operation of the Premises. Lessee shall keep such licenses and permits displayed on the Premises, as required by Law. Lessee shall provide County with a certificate of good standing as formal proof of authorization to do business in the state of Wisconsin.

2.8 Compliance with Americans with Disabilities Act

Lessee shall comply in all aspects with the Americans with Disabilities Act ("ADA") at Lessee's own cost.

3. TERM

This Lease shall commence upon April 1, 2024, the Effective, and shall continue for a period of Twenty (20) years, until March 31, 2044, unless sooner terminated pursuant to the provisions of this Lease.

3.1 Option to Extend Term

Prior to the expiration of the term, and if no Event of Default (as defined in Section 11 below) has occurred and is continuing, Lessee will have two (2) options to extend the term of the lease by five (5) years each (each, an "Extension Option"). Provided Lessee is not, beyond applicable notice and cure periods, in default of any provisions of this Lease or any rules, regulations, or Minimum Standards or granting such Extension Option would violate FAA Sponsor Assurances applicable to the Airport, Lessee shall exercise each Extension Option by giving County written notice at least ninety (90) days prior to the expiration of the Initial Term (or the first extension term, as applicable). If the Lessee exercises an Extension Option, this Lease shall be extended automatically, and all terms and conditions shall remain in full effect during the extension term.

4. RENT

Beginning on the first anniversary of the Effective Date, Lessee shall pay Basic Rent and

Additional Rent (collectively, "Rent"). "Additional Rent" shall mean all amounts other than Basic Rent which become payable by Lessee to County under this Lease.

Basic Rent shall be calculated by multiplying the applicable Square Feet of the Premises by the Rental Rate, as adjusted in accordance with Section 4.1.

Rent Component	Square Feet	Rental Rate	Monthly Rent	Annual Rent
Land	103,000	\$0.42	\$3,605.00	\$43,620.00
<i>Rental Rate is per square foot per year</i>		Total	\$3,605.00	\$43,620.00

4.1 Adjustments to Basic Rent

Beginning January 1, 2025, and if this Lease is then in effect, every January 1 thereafter during the term of this Lease (each an "Adjustment Date"), the Rental Rate(s) used to calculate Basic Rent shall adjust to reflect economic conditions by multiplying the then current Rental Rate by a fraction, the numerator of which is the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index All Urban Consumers, non-seasonally adjusted, 1982-1984 = 100 (the "Index"), published sixty (60) days prior to the Adjustment Date, and the denominator of which is the Index published on November 1 of the prior year, provided, however, in no event shall any Rental Rate be adjusted downward. In the event that publication of the Index is discontinued, or if the method of determination of the Index is substantially changed from the method presently employed, the basis for such adjustment shall be redefined by the parties to accomplish the intent of this provision.

4.2 Effective Date of Adjustment; Payment of Adjustments

Lessee acknowledges that adjustments to Basic Rent will be effective and payable as of the Adjustment Date, even though the new rate may not be able to be calculated until sometime after the Adjustment Date. Lessee agrees to: (a) pay the new rate upon receipt of County's invoice containing the new rate; and (b) pay any difference between Basic Rent actually paid to County after the Adjustment Date and the amount due for such period within thirty (30) calendar days after County's invoice, therefore.

4.3 Aviation Flowage Fees

In accordance with Chapter 4 of the Milwaukee County General Ordinances, Section 4.06 (1) (b), as amended from time to time, Lessee shall pay flowage fees for all aircraft fuel and oil delivered to Lessee at the Premises. Such fees shall be assessed at the time fuel and/or oil is delivered to Lessee. The current flowage fees, as of the Effective Date, shall be SEVEN CENTS (\$0.07) per gallon of aviation fuel ("Fuel Flowage Fee") and SEVEN CENTS (\$0.07) per gallon of oil ("Oil Flowage Fee") (collectively "Aviation Flowage Fee"), as adjusted from time to time.

Lessee shall pay the Aviation Flowage Fee and submit a written statement, in a form approved by County, showing the amount for each type of aircraft fuel, including Jet A and Avgas or future equivalents, and/or oil delivered to Lessee in the prior month, by the tenth (10th) day of each calendar month. Such statement shall be accompanied by either true and correct copies of all vendors' invoices covering all deliveries of aviation fuels and oils to it or Certified copies of vendors' delivery tickets covering all such deliveries showing complete information as to name of

the vendor that transported the fuel or oil on to the Airport, kind and quantity of product delivered. Lessee shall maintain an accurate record of all deliveries of aviation fuels and oil to it on the Premises, which record shall be subject to examination and audit by the County at reasonable times and upon reasonable notice.

4.4 Rent Payments; No Offset

Lessee shall pay any Rent due to County on or before the fifth (5th) day of each calendar month. Payment of Rent due under this Lease shall be made without offset, abatement or deduction, to County at the following address or such other place as County may designate, made payable to “Milwaukee County”.

Airport Director
General Mitchell International Airport
Box 78979
Milwaukee, WI 53207-0979

4.5 Late Payments

4.5.1 Delinquent Rent Payment

If Lessee is delinquent in paying to County any Rent owed to County under this Lease, Lessee shall pay to County its then prevailing Delinquency Charge (as defined in Section 4.5.2) assessed on the delinquent amount. The Delinquency Charge shall accrue from the date Rent is due until it is paid in full.

4.5.2 Delinquency Charge

All Rent and Additional Rent shall bear a penalty equal to the statutory rate in effect for delinquent County Premises taxes (presently 0.5% per month or fraction of a month) as described in Milwaukee County Ordinances Section 6.06(1) and Wis. Stat. §74.47(1), (“Delinquency Charge”) from the date such Rent or Additional Rent are due until paid in full. Imposition of a Delinquency Charge shall not constitute a waiver of any other remedies available to County due to Lessee’s failure to timely pay Rent or Additional Rent.

4.5.3 Interest

Unless waived by County, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of this Lease. The rate of interest shall be the statutory rate in effect for delinquent County Premises taxes (presently 1% per month or fraction of a month) as described in Wis. Stat. §74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the date such Rent or Additional Rent are due until paid in full. Imposition of interest shall not constitute a waiver of any other remedies available to County due to Lessee’s failure to timely pay Rent or Additional Rent. Any amounts disputed by Lessee in good faith and in writing to County shall not be subject to the interest charges set forth in this Section 4.5.3.

4.5.4 Returned Checks

If Lessee’s check for payment of Rent or Additional Rent due under this Lease is returned to County for any reason, the payment shall be considered not to have been made and shall be delinquent. County shall notify Lessee in writing of any returned payment. In addition

to the Delinquency Charge, County may charge Lessee a returned check fee of FIFTY DOLLARS AND NO CENTS (\$50.00) per returned check, which Lessee agrees is a reasonable fee for the additional administrative time and expense incurred by County in having to deal with the returned check. The Delinquency Charge shall continue to accrue until the returned check fee is paid, the check can be cashed, and County receives all funds due. Imposition of a Delinquency Charge shall not constitute a waiver of any other remedies available to County due to Lessee's failure to timely pay a returned check fee.

4.6 Remedies Non-Exclusive

The remedies provided by Section 4.5 are in addition to all other rights and remedies that County may have for a breach or violation of this Lease. Nothing in Section 4.5 shall be deemed to be a waiver by County of any breach or violation, nor shall it be deemed to estop County from terminating this Lease or from asserting any other of its other rights or remedies under this Lease, or at law or in equity. Nothing contained herein shall be construed to require County to accept delinquent Rent. Acceptance of full or partial payment of delinquent rent shall not constitute a waiver of any of County's other rights and remedies under Section 11.

4.7 Acceptance of Rent

County's acceptance of a late or partial payment of Rent and/or a Delinquency Charge shall not constitute a waiver of any Event of Default (as defined in Section 11.1) nor shall it prevent County from exercising any of its other rights and remedies granted to County under this Lease or by law. It is hereby agreed that any endorsements or statements on checks of waiver, compromise, payment in full or any other similar restrictive endorsement shall have no legal effect. Lessee shall remain in violation of this Lease and obligated to pay all Rent due even if County has accepted a partial or late payment of Rent.

4.8 Security Deposit

As of the Effective Date, Lessee shall deposit with County a security deposit in the amount TEN THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND NO CENTS (\$10,815.00) ("Security Deposit"), which is based on County's review of Lessee's current financial records. The Security Deposit may be subject to annual adjustments each Lease Year, upon written notice from County, in proportion to any adjustments to the Basic Rent under Section 4.1, since the previously established Security Deposit. Lessee shall have thirty (30) calendar days after receipt of written notification from County of the new Security Deposit amount to adjust the Security Deposit by increasing the cash amount or amending the letter of credit. The Security Deposit shall secure Lessee's full and faithful performance and observance of all of Lessee's obligations under this Lease. The Security Deposit shall not be considered to be held in trust by County for the benefit of Lessee and shall not be considered an advance payment of Rent or a measure of County's damages in the case of an Event of Default (as defined in Section 11.1). County may, but shall not be obligated to draw upon and apply the Security Deposit to: (a) pay any Rent or Additional Rent past due and County shall not be required to give notice or opportunity to cure before drawing on the Security Deposit; and/or (b) remedy any other violation of this Lease, after Lessee has received notice and opportunity to cure, as provided in Section 11.1). Further, County may draw on the Security Deposit immediately, without notice to Lessee, upon the commencement of a bankruptcy case or other insolvency proceeding by or against Lessee, upon receipt of a notice of non-renewal. If County applies any of the Security Deposit to any of the

above, Lessee shall immediately upon demand, replenish the Security Deposit to its full amount. If Lessee fully performs all of its obligations under this Lease, the Security Deposit, or any balance remaining, will be released within thirty (30) calendar days from the expiration or earlier termination of this Lease and delivery of the Premises to County. However, if any good faith question exists concerning Lessee's full compliance with this Lease or if there is any material obligation under this Lease to be performed after the expiration or earlier termination of this Lease, County shall be entitled to require that the Security Deposit remain in place until County is fully satisfied, in its reasonable determination, that there has been no violation of this Lease and all obligations due under this Lease have been fully performed, even if it takes County longer than thirty (30) calendar days to make such a determination to County's satisfaction. In such an event, County shall notify Lessee in writing no less than ninety (90) calendar days after the expiration or earlier termination of this Lease of the nature of any question related to Lessee's full compliance with the terms of this Lease.

4.9 Taxes and Assessments

Lessee agrees to pay, prior to delinquency, all taxes, assessments, user fees and other charges, however named, which are applicable to the term of this Lease, levied or charged by the state, county, city, district, or any other governing body upon the Premises or any Improvements located on the Premises, or upon any interest of Lessee acquired pursuant to this Lease, or any possessory right which Lessee may have in or to the Premises or the Improvements thereon by reason of Lessee's occupancy thereof, as well as all taxes, assessments, user fees or other charges on all property, real or personal, owned or Leased by Lessee in or about the Premises (collectively, "Taxes"), together with any other charge levied wholly or partly in lieu thereof. To the extent that Lessee qualifies for tax exempt status, Lessee may apply for such exemption. However, unless an exemption is obtained, Lessee shall timely pay all Taxes due under this Section. Lessee may contest an assessment against the Premises as long as Lessee deposits sufficient funds to satisfy any amount determined to be owing at the conclusion of the proceeding to contest the assessment with an escrow agent approved in writing by County with irrevocable instructions to pay such funds to the taxing authority upon unilateral written instruction by County. Lessee shall provide County with a copy of the receipts and vouchers showing that the annual real property tax payment has been made, as required by this Section.

4.10 Other Fees

Lessee may be subject to such other fees and costs as are now or hereafter imposed by County on similarly situated users of County property provided that all such other fees and costs are equitably imposed on all users of County property.

5. COUNTY AUTHORITY, OBLIGATIONS, RESERVATIONS OF RIGHTS

5.1 Condition of Premises

County makes no warranties or representations regarding the condition of the Premises including, without limitation, the environmental condition of the Premises or the suitability of the Premises for Lessee's intended uses. Unless otherwise stated in this Lease or agreed in writing by both parties, County shall have no responsibility to bring the Premises into compliance with any Laws including, without limitation, any building or occupancy codes.

5.2 County's Right of Access to the Premises

County shall have the right to enter upon the Premises for the purposes of: (a) confirming the performance by Lessee of all of Lessee's obligations under this Lease; (b) doing any other act which County may be obligated or have the right to perform under this Lease; and for any other lawful purpose. Such entry shall be made with reasonable advance notice and during normal business hours, where practical, except in cases of emergency in which case no notice shall be required. Lessee shall be given an opportunity to have a representative of Lessee accompany the County during any access to the Premises. Lessee waives any claim against County for damages for any injury or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry, except to the extent caused by the gross negligence or willful misconduct by County. County shall have the right to use any and all means which County may deem reasonable to open doors or windows in an emergency in order to obtain entry into any structure located on the Premises. When exercising its rights under this Section, County agrees to interfere as little as is reasonably practicable with Lessee's use and occupancy of the Premises.

5.3 County's Construction Obligations

County shall have no construction obligations with respect to any Improvements to be constructed on the Premises.

5.4 County Maintenance and Repair Obligations

County shall keep and maintain the Airport and its appurtenance, including lighting, runways, taxiways and roadways, in such condition during the term of this Lease as is consistent with Laws, including 14 CFR 139 and the FAA Sponsor Assurances.

The County shall be responsible for the items listed as County's responsibility on Exhibit B Maintenance Matrix (as defined in Section 6.6).

5.5 County Authority Over the Airport

In addition to any other rights granted by Law or by this Lease, County reserves the following rights with respect to the Airport including, without limitation, the Airport Public Facilities: (a) to adjust the boundaries of, expand or delete all or part of the Airport; (b) to add to, delete, or amend all or any part of County rules applicable to all or portions of the Airport; (c) to permit the use of the Airport by others in such manner as County may from time to time determine; (d) to close all or any portion of the Airport; (e) to construct additional buildings or other improvements at the Airport; and (f) to evict anyone from the Airport who fails to comply with any applicable Laws, including applicable County ordinances or rules.

5.6 Reservation of Rights

County reserves the right to grant easements for the purpose of constructing, installing, maintaining, operating, repairing, replacing and removing new or existing utilities and facilities related to the operation or use of County properties and for the purpose of providing access and services to other County properties with the understanding that such right shall be exercised in a manner that does not unreasonably interfere with Lessee's use of the Premises. In addition, County reserves the right for itself and its assigns to widen or realign existing roadways adjacent to the Premises and to install new roadways or driveways, provided that such roadway or

driveway construction does not unreasonably interfere with Lessee's use of the Premises. Lessee agrees to execute any documents reasonably requested by County related to the granting of any such access, use rights, or easements. To the extent County's construction, installation, maintenance, repair, replacement or removal efforts are reasonably required for the safe and efficient operation of the Airport for airport purposes or required to comply with applicable Laws, County shall have no liability for interference with Lessee's use of the Premises which might result from such efforts and no such efforts shall be construed as a constructive eviction, other eviction, or disruption of the quiet enjoyment of Lessee. Rent shall not be reduced during any period in which County is exercising any right described in this Section; provided, however, if any portion of the Premises is permanently removed or subjected to an easement or use right that unreasonably interferes with Lessee's use of the Premises, then Basic Rent shall be equitably adjusted.

5.7 County's Obligation to Operate Airport, Terminate Lease Early

Pursuant to federal law, County is obligated to operate, maintain, and develop County's facilities in support of civil aviation and the airport system of the United States. In discharging this responsibility, County shall have the right to undertake those developments, renewals, and replacements, which it deems prudent or necessary to comply with applicable Laws. Such right shall include the right of County to terminate this Lease early in the event that Lessee's possession of the Premises conflicts with, limits or interferes with the operation of the Airport for airport purposes or to comply with applicable Laws, subject to the notice requirements contained in Section 14.33. Any action taken by County pursuant to this Section 5.7 shall be deemed subject to the provisions of Section 13 of this Lease and is subject to County's obligation to pay compensation to Lessee due to its exercise of its power of eminent domain.

5.8 Eminent Domain Rights

Nothing stated in Section 13 shall be construed to limit or restrict County's governmental rights of eminent domain, or Lessee's rights at law, if County exercises its rights under eminent domain.

5.9 County Rights of Access and Audit

Lessee, its officers, directors, agents, partners and employees shall allow County Audit Services Division and department contract administrators (collectively "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Lessee or other party to the Lease, to the extent related to the terms and performance of the Lease, for a period of up to three (3) years following the date of last payment, the end date of this Lease, or activity under this Lease, whichever is later. Any sublessees, subcontractors, or other parties performing work on the Premises will be bound by the same terms and responsibilities as Lessee. All subleases, subcontracts, or other agreements for work performed on the Premises will include written notice that the sublessees, subcontractors, or other parties understand and will comply with the terms and responsibilities of Lessee under this Lease. Lessee and any permitted sublessees or subcontractors understand and will abide by the requirements of Section [34.09](#) Audit and Section [34.095](#) Investigations Concerning Fraud, Waste, and Abuse of the Milwaukee County Code of General Ordinances.

6. LESSEE'S RIGHTS AND OBLIGATIONS

6.1 Condition of the Premises

Except as expressly set forth in this Lease, Lessee accepts the Premises in "as is" condition with absolutely no warranties as to condition or suitability for use being given by County and releases County from any liability in connection with such condition. All Improvements made to the Premises shall be made and maintained by Lessee, at Lessee's sole cost and expense. Lessee's occupancy of the Premises shall be conclusive evidence that Lessee has accepted the Premises in "as is, where is, and with all faults" condition and that the Premises was in good and satisfactory condition for the use intended at the time such possession was taken.

6.2 Delivery of Premises

Subject to County's rights hereunder, Lessee shall have the right to sole and exclusive possession of the Premises as of the Effective Date. County shall have no liability to Lessee for any delay, beyond County's reasonable control, in delivering possession. Delayed possession shall not advance or delay the expiration date of this Lease. Lessee may not, however, use and occupy the Premises for its intended uses until a certificate of occupancy, or a temporary certificate of occupancy, has been issued by the City of Milwaukee, if required, and a copy sent to County.

6.3 County's Consent Required Improvements or Alterations

Except as otherwise provided in this Lease, Lessee shall make no Improvements or alterations on or to the Premises of any kind without first obtaining all building, fire, stormwater, and/or any other applicable permits and/or authorizations necessary, demonstrating compliance with conditions imposed by Laws and without first obtaining written approval by County in the form of an Airport Construction Permit. Airport Construction Permits are obtained through the Airport Tenant Improvement Process ("ATIP"), that includes submission of a tenant improvement application and supporting documentation. Depending on the complexity of the project, County may impose reasonable requirements on Lessee and on the contractors performing work on behalf of Lessee including, but not limited to, the requirement to submit plans and specifications in such detail and quantity as is reasonably determined by County.

The Airport Properties Division facilitates the ATIP, and Lessee should contact the Airport Properties Division with questions and/or to initiate the improvement process. If approved, the work shall be performed only in accordance with the approved plans and specifications, and with any conditions imposed upon such approval.

Additionally, improvements may require submission of FAA Form 7460-1, Notice of Proposed Construction or Alteration to the FAA. All such forms shall be submitted by County on behalf of Lessee. Accordingly, Lessee shall promptly provide all information, data, descriptions, specification, plans, and any other information necessary to complete the FAA form. An acceptable determination must be issued by the FAA before the Airport Construction Permit will be issued. Approval given by County shall not constitute a representation or warranty as to such conformity, responsibility for same at all times remaining with Lessee.

Approved plans must fully comply with applicable County design standards and may not be changed without written approval from County. All improvements, alterations, equipment, furnishings, and fixtures, including the plans and specifications for same, constructed or installed by Lessee, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, rules, and regulations. All repairs, replacements, or remodeling to the Premises

done by or on behalf of Lessee shall be of high quality in both materials and workmanship and shall be equal to or better than the original materials and workmanship.

6.3.1 Emergency Repairs

In the event of an emergency repair situation, Lessee must notify County of the repair or replacement as soon as possible. Following such notice, County may inspect the repair or replacement work and require alterations if the repair or replacement is not reasonably satisfactory to County.

6.3.2 Exception to County Approval

Notwithstanding Section 6.3, Lessee's interior non-structural work including construction, alteration or changes that cost less than FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) ("Exception Threshold") shall not require prior written consent of County. Beginning January 1, 2025, and if this Lease is then in effect, every January 1 thereafter during the term of this Lease (each an "Adjustment Date"), the Exception Threshold described in this Section 6.3.2 shall adjust to reflect economic conditions by multiplying the then current Exception Threshold by a fraction, the numerator of which is the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index All Urban Consumers, non-seasonally adjusted, 1982-1984 = 100 (the "Index"), published sixty (60) days prior to the Adjustment Date, and the denominator of which is the Index published on November 1 of the prior year, provided, however, in no event shall any Exception Threshold be adjusted downward. In the event that publication of the Index is discontinued, or if the method of determination of the Index is substantially changed from the method presently employed, the basis for such adjustment shall be redefined by the parties to accomplish the intent of this provision

6.3.3 Lessee Improvements and Required Construction Responsibilities

Subject to County's approval of plans and specifications as set forth herein, Lessee shall construct, at its sole cost, the following Improvements: (a) approximately 23,500 square feet of hangar space; (b) approximately 9,240 square feet of office/support space; (c) approximately 32,250 square feet of ramp space, along with landscaping and other features (collectively, the "Hangar Improvements").

6.3.4 Lessee Improvements

Lessee shall be responsible for designing and constructing all Improvements to Lessee's exclusive Premises that Lessee deems necessary or desirable in connection with Lessee's operation and use of the Premises ("Lessee Improvements").

6.3.5 Description of Improvements

Within ninety (90) calendar days of the Effective Date, Lessee shall provide to County, a construction schedule that outlines Lessee's construction obligations necessary to complete the contemplated development project. Lessee expects to invest approximately TEN MILLION DOLLARS AND NO CENTS (\$10,000,000.00) in the development, design, soft costs and construction of the Hangar Improvements and associated infrastructure. Lessee shall invest at least EIGHT MILLION DOLLARS AND NO CENTS (\$8,000,000.00). Within one hundred twenty (120) days of completion of Improvements, Lessee

shall submit a certified cost statement to County describing the total investment actually made.

6.3.6 Inspection of Construction

County, its agents, employees, and representatives, shall at all times, without advance notice, have the right to come upon the Premises for purposes of inspecting the construction of any Improvements. When exercising its rights under this Section, County agrees to interfere as little as is reasonably practicable with Lessee's use and occupancy of the Premises and the construction work in progress. To the extent possible, Lessee shall have the right to have a representative of Lessee accompany the County during any such access and inspections.

6.3.7 Ownership of Improvements

Subject to County's reversionary rights set out in Section 6.4, Lessee shall be the owner of all the newly constructed Improvements constructed on the Premises by Lessee.

6.3.8 No Liens

Lessee shall not create, permit, or suffer to be created or to remain, any mechanic's or materialmen's lien to be filed against the Premises or County by reason of construction, labor, services or materials performed or furnished at the request of Lessee, or any of Lessee's Representatives. If any such lien shall at any time be filed, Lessee may contest the same in good faith. Notwithstanding such contest, within fifteen (15) calendar days after the filing thereof, Lessee shall cause such lien to be released of record by payment, bond, or order of a court of competent jurisdiction. In the event Lessee fails to clear the record of any such lien within the aforesaid period, County may remove said lien by paying the full amount thereof, or by bonding, or in any other manner County deems appropriate, without investigating the validity thereof, and irrespective of the fact that Lessee may contest the propriety or the amount of the lien thereof. Thereafter Lessee shall, upon demand, remit to County the amount paid by County in connection with the discharge of said lien, together with interest thereon at the Delinquency Charge and all reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to County as Additional Fees on the first (1st) day of the following month. Nothing contained in this Lease shall be construed as a consent on the part of County to subject the Premises to any lien or liability. Lessee's obligation to observe and perform any of the provisions of this Section shall survive the expiration or earlier termination of this Lease.

6.3.9 Notice of Non-Responsibility

At least three (3) calendar days prior to commencing any work upon the Premises which may give rise to a right to place a statutory lien upon the Premises, Lessee shall give written notice to County of the date upon which any such work is to commence upon the Premises so that County may post, at appropriate places, statutory notices of non-responsibility.

6.3.10 Costs of ADA Compliance

If, as a result of Lessee's use or occupancy of the Premises, or the making of any alterations, additions, or Improvements therein, any additions, alterations, or Improvements must be made by County in order to comply with any requirements of Laws, Lessee shall reimburse County, on demand, for the costs incurred by County to effect such compliance.

6.3.11 Cooperation

County will reasonably cooperate with Lessee in connection with Lessee's development of the Premises and construction of the Improvements, including executing applications or consents for submission to governmental authorities for development and construction approvals. County will provide information, including consultant reports, surveys, delineations and other information in its records with respect to the condition of the Premises or entitlements related thereto or otherwise affecting development of the Premises, as appropriate to facilitate Lessee's investigation of the Premises and to facilitate Lessee's application for and obtaining all necessary approvals and permits to develop the Premises, and construct the Improvements. County shall not be required to pay any application fees or incur any other costs or liability in connection with such efforts.

6.3.12 Submission of Drawings

Within ninety (90) calendar days after the completion of any work requiring consent under Section 6.3, Lessee shall deliver to County complete and fully detailed "as built" drawings in the form of a) a printable PDF file, and b) such other formats and quantities described in the Tenant Improvement Process and/or Airport Construction Permit. Any "as built" drawings, of completed Improvements, shall be prepared and stamped by an architect or engineer licensed by the State of Wisconsin. Failure to supply "as built" drawings for any work within the required time period will result in the imposition of a fee of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) per month for each month thereafter until the "as built" drawings are supplied.

6.3.13 Height Restrictions

Lessee shall not construct any structure at a height in excess of the maximum height established by the FAA, or take any other action that, in the determination of County, shall interfere with the navigational aids or flight operations of the Airport.

6.3.14 Construction Soils

If construction results in the removal of excess soil from the Premises, then such soil shall, at the sole discretion of County, Lessee shall temporarily stockpile the soil on the Premises or on another location designated by County. Soil retained on Airport shall not include any organic material such as grass. Organic containing soil shall be removed and properly disposed of off-airport. If soils are to be located on the Premises, County agrees to coordinate the time for removal with Lessee in order to not unreasonably interfere with Lessee's use of the Premises. If County determines it does not want the excess soil, it is Lessee's responsibility to remove the soil from the site in accordance with applicable state and local rules and regulations. Lessee shall not bring any soil, rock, or other organic materials onto the Premises without the prior written consent of County. Before such approval will be given, County will require that the soil be tested to ensure that it contains no Hazardous Substances (as defined in Section 7.1.5). Lessee shall pay all costs associated with moving or transporting any soil.

6.3.15 Wetlands

In no event shall Lessee build in or disturb an identified wetland area during any construction or use of the Premises. Lessee agrees to perform construction in such manner that minimizes impacts to any wetland area and shall pay all costs associated with wetland

mitigation requirements resulting from Lessee's construction activities.

6.3.16 Landscaping Standards

In connection with Lessee's construction of new Improvements, Lessee agrees to plant species of plants generally compatible with airport environments as determined by County in its sole discretion.

6.3.17 Signs

Lessee shall not erect, install, or permit upon the Premises any exterior sign or advertising device without first having obtained County's written consent, which County will not unreasonably withhold. All signs must comply with applicable County design standards. Lessee shall remove all signs and sign hardware upon the expiration or earlier termination of this Lease and restore the sign locations to its former state unless County elects to retain all or any portion of the signage.

6.3.18 Premises Surface and Building Drainage Connections

In addition to the requirements of Section 7.1.12, all storm water and sanitary sewage disposal relating to the Premises, including, without limitation, roof drainage and other caught water related to any new construction on the Premises shall be conducted via underground drains or systems operated by a municipal authority or County, which connections shall be in a manner approved by County. Lessee agrees, at Lessee's sole expense, to comply with all capital improvement requirements, and to pay connection and/or maintenance and/or other fees associated with the connection and use of such systems resulting from construction by or on behalf of Lessee. County may impose reasonable conditions on Lessee's connection to County's storm sewer system.

6.3.19 Payment of License Fees, Permits, etc.

Lessee shall, at its cost, obtain and pay for all licenses, permits, or other similar authorizations required by Laws insofar as they are necessary for and prerequisite to the construction of the Improvements on the Premises.

6.3.20 Waste, Removal, and Demolition

Except as provided elsewhere in this Lease, Lessee shall not cause or intentionally permit any material waste or damage, disfigurement or injury to the Premises or the Improvements and shall not remove or demolish, in whole or in part, any Improvements on the Premises without the prior written approval of County which may, at its discretion, condition such approval upon the obligation of Lessee to replace the same by an improvement specified in such approval.

6.3.21 Cost of Construction of Improvements

Except as otherwise specifically provided in this Lease, Lessee shall be responsible for all costs of construction of Improvements.

6.3.22 Construction Bonds

If County requires, Lessee shall not commence the performance of any

work costing more than TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) upon the Premises, nor permit a contractor working on Lessee's behalf to commence work costing more than TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) upon the Premises, unless prior to commencing such work, Lessee has provided to County one (1) or more bonds providing coverage for: (a) completion of construction of any Improvements; (b) performance of any construction required under this Lease; and (c) payment of labor and materials, assuring County that the construction of any Improvements will be completed and all contractors and subcontractors will be paid. Each bond provided under this Section shall contain terms and be in a form acceptable to County.

6.4 Reversionary Interests

Existing and new improvements or other construction, whether constructed by Lessee, County, or other party are subject to any reversionary interest conditions described in Section 10.2.

6.5 Utilities

6.5.1 Payment of Utilities

Lessee shall promptly pay any charges for sanitary sewer, storm sewer, water, gas, electricity, telephone and all other charges for utilities, which are furnished to the Premises or to the Improvements at the request of Lessee, including any and all connection fees and impervious surface fees charged by the governmental entity having jurisdiction over the conveyance facilities.

6.5.2 Installation of Utilities

If Lessee desires to install utility lines on or under the Premises as part of a County-approved construction project, Lessee shall obtain County's written approval of the location proposed for the installation of such lines. County will not grant approval for the installation of lines that adversely impact existing lines. Upon the completion of the installation of the new lines, Lessee shall deliver to County a survey indicating the location of the newly installed lines in addition to any as-built drawings required by Section 6.3.12. Lessee shall maintain and repair at its sole expense all existing and newly installed utility lines solely serving or located within the boundary of the Premises.

6.5.3 Noninterference with Utilities

Lessee shall do nothing, and shall permit nothing to be done, that interferes, damages, or impairs the drainage or sewage systems, fire hydrants, heating, ventilation and air conditioning systems, electrical systems, domestic hot or cold water, gas, fire suppression systems, fire alarm systems, storm water harvesting systems, non-potable water systems, or plumbing on the Premises or elsewhere at the Airport, without the prior written consent of County.

6.6 Aircraft Registration

Upon request, Lessee shall provide the following information in the form and detail reasonably satisfactory to County for all non-transient aircraft: a) the model, make, serial number, and "N" number of all non-transient aircraft which will be stored on the Premises, b) the name or names of the person or persons, or the name of the company, under which the aircraft to be stored

in said hangar is licensed or registered with the FAA or the State of Wisconsin or both, or both, as the case may be, c) in the event said aircraft is rented or leased from another party or parties for the private noncommercial use by Lessee, then Lessee shall furnish to County a written statement containing, but not limited to, the identity of the owner and the name or names of the Lessee or Lessees of said aircraft, or any additional information as may be requested by County from time to time, d) in the event that there is any subsequent change in the above-described ownership, registration, lease, or rental agreement during the term of this lease involving in any way the aircraft stored in said hangar, Lessee shall immediately report such changes in writing to County in the same detail as required in above, subject to any additional information or requirements as County may request or impose.

6.7 Maintenance

Lessee shall, at all times and at Lessee's sole expense, maintain in good repair and keep in a clean and orderly condition and appearance the Premises, including all Improvements located on and within the Premises, subject to ordinary wear and tear. Without limiting the generality of the foregoing, Lessee shall maintain those specific items noted as the responsibility of Lessee on the Maintenance Responsibility Matrix, attached hereto as Exhibit B. The Maintenance Responsibility Matrix sets forth the specific items to be maintained by County and/or Lessee in the Premises. Except in emergency situations requiring immediate response or as permitted pursuant to Section 6.3.2 hereto, all exterior replacements or remodeling must have the prior written approval of County. All repairs, replacements, or remodeling to the Premises done by or on behalf of Lessee shall be of high quality in both materials and workmanship and shall be equal to or better than the original materials and workmanship. All repairs, replacements, or remodeling shall be subject to any prior approvals, including written authorization, of County as described herein and shall conform to all applicable design standards and rules and regulations of any federal, state, or local authority having jurisdiction over construction work performed on the Premises.

If an emergency situation requires Lessee to make a replacement that would otherwise require the approval of the County, Lessee must notify County of the replacement as soon as possible. Following such notice, County may inspect the replacement work and require alterations if the replacement is not reasonably satisfactory to County.

6.7.1 Failure to Maintain or Repair

Without limiting the effect of any other provision of this Lease, it is a material term of this Lease that Lessee's Improvements may, at County's option, become the Premises of County upon the expiration or earlier termination of this Lease and that all Improvements are maintained in good repair and kept in a clean and orderly condition and appearance, ordinary wear and tear excepted, at all times through the expiration or earlier termination of this Lease. If, after at least 30 days' prior written notice and opportunity to cure, Lessee refuses or neglects to commence the proper maintenance or repair which is Lessee's responsibility under this Lease, County shall have the right to make such repairs on behalf of and for Lessee.

If, after the applicable notice and cure periods set forth in this Lease, County performs any maintenance or repair to items that are Lessee's responsibility, all reasonable out-of-pocket costs incurred by the County to perform such maintenance or repair shall be at Lessee's cost. Any such cost shall include, but not be limited to, the reasonable costs of maintenance personnel,

overhead, insurance, and any other costs or expenses reasonably incurred by County in connection with maintenance of the Premises. Lessee shall reimburse County for all maintenance costs incurred by County no later than thirty (30) calendar days of the date of County's invoice. The quality of maintenance shall be determined by County in its reasonable discretion. Required maintenance activities shall not constitute constructive eviction of Lessee and there shall not be any Fees abatement during maintenance activities.

6.7.2 Damage Caused to Other Premises

Any damage caused by Lessee to the Airport or any County property or operations, or the property of any other tenant, person or entity, either by act or omission, or as a result of the operations or activities of Lessee, shall be the sole responsibility of Lessee. Provided that such damage is not caused by the negligence or willful misconduct of the County, Lessee shall reimburse County for any costs incurred by the County for any such damage within thirty (30) calendar days of written demand by County. Any amounts for which Lessee is liable under this Section, but are paid by County, shall bear the Delinquency Charge from the date paid by County until County has been fully repaid. If County allows Lessee to complete the repair of Lessee-caused damage, County must reasonably review and approve Lessee's plan of repair.

6.8 Sanitation, Hygiene and Cleanliness

Lessee shall keep the Premises free of debris, trash and hazardous conditions (except as permitted under Section 7.1.9, and to the extent the same, such as fuel and other fluids and items necessary to operate aircraft, is required under the Permitted Use), shall keep the public areas (as applicable) free of hazardous conditions originating from Lessee's operations, and shall promptly notify County orally of other hazardous conditions in the public areas (as applicable) upon actual knowledge of any such hazardous conditions.

Lessee shall gather, sort, and transport all garbage, refuse, and recyclable materials as needed from the Premises. Lessee shall provide a proper arrangement for the adequate sanitary handling and disposal of all trash, refuse, and recyclable materials and its timely removal from the Premises. Storage of trash, refuse, and/or recyclable materials prior to removal shall not generate unreasonable odors, attract rodents, insects, other vermin, or become unreasonably offensive in any manner. Lessee shall provide and use suitable fireproof receptacles screened and protected from public view, pending removal and disposal of the contents. Lessee shall not allow empty boxes, cartons, barrels, or other similar items to remain within view of public areas.

6.9 Recycling and Sustainability Programs

Lessee shall use reasonable efforts to participate in the waste minimization and materials management programs implemented by County, as implemented or amended from time to time. Lessee is also encouraged to work with local solid waste and recycling jurisdictions to implement recycling programs.

6.10 Quiet Enjoyment

Subject to Lessee performing all of Lessee's obligations under this Lease and subject to County's reversionary rights under this Lease and its rights of condemnation under Law, Lessee shall be entitled to the quiet use and enjoyment of the Premises and Lessee's possession of the Premises will otherwise not be disturbed by County.

6.11 Hazard, Potential Hazard, Nuisance, or Annoyance

Any hazardous or potentially hazardous condition, nuisance, or annoyance on or emanating from the Premises, shall be corrected immediately upon Lessee's actual knowledge of the condition, or receipt of oral or written notice from County. If, in County's reasonable discretion, a hazard or potentially hazardous condition presents an unreasonable and imminent risk of bodily injury, County may require Lessee to bar the public from the Premises until the hazard or potentially hazardous condition has been abated. Closure of the operation under the circumstances of this Section shall not excuse Lessee from paying Fees as required in this Lease. Nothing in this Section shall be deemed to preclude County from pursuing any available remedy for Default (as defined in Section 11) of this Lease.

7. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

Lessee shall conduct all of its activities at the Premises in accordance with Environmental Laws (as defined in Section 7.1.4), in accordance with this Section 7, and in a manner that does not result in a Hazardous Substance Release (as defined in Section 7.1.6) to the Premises or to any other areas of the Airport.

7.1 Definitions

For the purposes of this Lease, the following definitions shall apply.

7.1.1 Best Management Practices

"Best Management Practices" shall mean generally accepted environmental or operational standards or guidelines that establish common and accepted practices for Lessee's operations on the Premises; and (b) standards or guidelines as stated by pertinent trade associations, professional associations and/or regulatory agencies.

7.1.2 Environmental Audit

"Environmental Audit" shall mean an environmental site assessment and compliance audit satisfying, at a minimum, all the appropriate inquiry requirements of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC 9601, et. seq., Section 101(35)(8) (42 USC 9601(35)(8)), 40 CFR 312, the Oil Pollution Act, 33 USC 2701, et seq., 33 USC 2703(d), 33 CFR 137, ORS 465.255(6), and American Society for Testing and Materials ("ASTM") International Standard E1527 13, Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process, and any other compliance assessment or auditing standards, including ASTM Standard E2J07 06, Standard Practice for Environmental Regulatory Compliance Audits, relevant and appropriate to the Permitted Uses, or the successors to any of these criteria or standards. If an Environmental Audit recommends additional appropriate investigation to detect and provide greater certainty regarding the presence of a Hazardous Substance Release (as defined in Section 7.1.6), the Environmental Audit shall include the results of such additional appropriate investigation scoped and performed in accordance with commercially reasonable practices.

7.1.3 Environmental Costs

"Environmental Costs" shall be interpreted in the broadest sense to include, but not be limited to, costs and damages arising from or relating to: (a) any violation of

or noncompliance by Lessee with any Environmental Laws (as defined in Section 7.1.4); (b) claims against Lessee for damages, response costs, fines, fees or other relief as the result of any violation or noncompliance by Lessee with any Environmental Laws; (c) injunctive relief against Lessee as the result of any violation or noncompliance by Lessee with any Environmental Laws; (d) Hazardous Substance Releases (as defined in Section 7.1.6) by Lessee; and (e) violations by Lessee of any environmental provisions under Article 7 of this Lease. Costs and damages as used in this Section shall include but not be limited to: (i) costs of evaluation, testing, analysis, cleanup, remediation, removal, disposal, monitoring and maintenance; (ii) costs of reporting to or negotiating with any governmental agency; and (iii) reasonable fees of attorneys, engineers, consultants, and experts, whether or not taxable as costs, incurred at, before or after trial, appeal or administrative proceedings; and (iv) diminution of value, loss, or restriction on use of property.

7.1.4 Environmental Laws

"Environmental Laws" shall include all Laws relating to: (a) the preservation, conservation, or regulation of the environment; (b) the health and safety of humans or the ecosystem (to the extent of Hazardous Substance exposure); or (c) the handling, storage, or remediation of Hazardous Substances or pollution in general; including, without limitation (as enacted as of the date hereof or as hereafter amended): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. §1251 et seq.; the Clean Air act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq; and the Model Toxics Control Act, Chapter 70.105D RCW.

7.1.5 Hazardous Substance

"Hazardous Substances" means any hazardous, dangerous, toxic, or harmful chemical, substance, material, waste, or pollutant that is or becomes regulated under any Environmental Laws. The term "Hazardous Substances" includes, without limitation, any material or substance that includes or contains per- and polyfluoroalkyl substances (PFAS or PFASs), petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; infectious waste; medical waste; polychlorinated biphenyls (PCBs) and compounds containing them; lead and lead-based paint; asbestos or asbestos containing materials in any form that is or could become friable.

7.1.6 Hazardous Substance Release

"Hazardous Substance Release" shall be interpreted in the broadest sense to include, but not be limited to, the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance by Lessee into the air or into or on any land or waters, except in compliance with Environmental Laws, the terms of this Lease, or as authorized by a then current and valid permit issued under applicable Environmental Laws.

7.1.7 General Environmental Obligations of Lessee

Lessee shall manage and conduct all of its activities on the Premises: (a) in compliance with applicable Environmental Laws and the environmental provisions of this

Lease; (b) in reasonable cooperation with County in County's efforts to comply with Environmental Laws; and (c) in adherence with Best Management Practices applicable to Lessee's use of the Premises. Lessee shall use commercially reasonable efforts to manage and, as appropriate, secure the Premises, so as to prevent any violation of Environmental Laws by any other party on the Premises.

7.1.8 Hazardous Substance Release Response

Lessee is responsible to respond, mitigate and fully clean up, as required under applicable Environmental Laws, any Hazardous Substance Releases originating on the Premises caused by Lessee or Lessee's Representatives. In the event that, after written notice from the County and the expiration of all applicable cure periods, Lessee is unable or unwilling to fully clean up a Hazardous Substance Release caused by Lessee or Lessee's Representatives as required under this Lease, County shall implement, and Lessee shall pay for, any Environmental Costs incurred by County.

7.1.9 Use of Hazardous Substances

In conjunction with and in the ordinary course of the Permitted Uses, and without further written consent than that granted by this Section, Lessee shall be permitted to use, handle or store for their intended purposes in accordance with all manufacturer's instructions, Hazardous Substances consisting of: (a) small quantities of ordinary landscape, office and janitorial supplies available at retail; (b) petroleum derived products fully contained within motor vehicles; (b) Hazardous Substances to the extent reasonably and necessarily used in the course of Lessee's normal operations; (d) any above-ground storage tanks installed by Lessee in accordance with Section 7.1.10 below, and (e) small quantities of waste materials to be recycled.

7.1.10 Hazardous Substance Storage Tanks

Except as permitted pursuant to Section 2.4 above, no aboveground, underground or mobile storage tanks (including fueling trucks) for the storage of Hazardous Substances shall be installed or operated by Lessee on the Premises, except with the prior written consent of County, which consent shall not be unreasonably delayed, withheld or conditioned.

7.1.11 Storm Water and Wash Water Discharges

Lessee is authorized to discharge storm water into County-owned Municipal Separate Storm Sewer System ("System"), on condition that Lessee complies with Environmental Laws and the environmental provisions of this Lease including, but not limited to, ordinances, rules and/or regulations that are promulgated by County now or in the future related to the use of the System. The System does not include the sanitary sewer system. Other than storm water discharged into the System, Lessee must manage the storm water associated with the Premises at Lessee's sole cost.

7.1.12 Permit Required

As an airport tenant, Lessee is responsible for ensuring that Lessee complies with the terms and conditions of County's *State of Wisconsin Department of Natural Resources Permit to Discharge Under the Wisconsin Pollutant Discharge Elimination System (WPDES) and Storm Water Pollution Prevention Plan (SWPPP)* (collectively, the "Permit").

Lessee shall defend, indemnify and hold County harmless from and against, and reimburse County for any liability caused by Lessee's discharges to the storm water conveyance system, including noncompliance with the permit. County compiles information required for agency submittals to ensure compliance with the Permit. Lessee shall cooperate with County and respond in a timely manner to County or agency requests for information associated with action plans, annual reports, or other agency required permit submittals. Upon written request from the County, Lessee shall make available to County all documents required to be maintained by Lessee pursuant to the Permit including but not limited to, inspection reports, petroleum product cleanout records, maintenance records, data, reports, and spill response plans ("Storm Water Records"). County agrees to cooperate with Lessee with respect to Lessee's pursuit of any and all necessary governmental permits (including, without limitation, any stormwater permits required by this Section) to construct and operate its facility under the Permitted Use.

7.1.13 Right of Inspection

County has the right to enter the Premises in accordance with Section 5.2 for purposes of conducting inspections related to storm water management and compliance including, but not limited to, inspecting Lessee's activities that may potentially impact storm water at the Premises, collecting storm water data, and reviewing Storm Water Records.

7.1.14 Storm Water Treatment

In order to comply with Environmental Laws, Lessee may be required to implement storm water treatment methods. If storm water treatment or other control is imposed upon Lessee or County under applicable Environmental Laws to address storm water associated with Lessee's activities, including as a result of a permit, a letter directive, an order, an agreed order or an agreed judgment released by the Wisconsin Department of Natural Resources ("WDNR") or the Environmental Protection Agency, or as a result of a lawsuit, Lessee shall design and install a storm water treatment system at Lessee's cost and County shall have the right to approve the method, design and installation of any such treatment system to ensure compliance with applicable Environmental Laws, including County's storm water permit(s), and the protection of the Premises.

7.1.15 Wash Water

Unless expressly approved in writing by County, which approval may be granted or denied in County's sole discretion, Lessee shall not discharge any Wash Water into the System. "Wash Water" means any water of any kind used for cleaning, rinsing, or washing purposes. If County allows discharge of Wash Water, Lessee must comply with Environmental Laws, the environmental provisions of this Lease and any other terms and conditions of County's written approval. Copies of all documents related to such compliance shall be made available to County upon request. County acknowledges and agrees that the design of the Hangar Improvements incorporates a vehicle wash bay in the indoor parking area that will discharge into the System (the "Wash Bay"). The only vehicles permitted to be washed in the Wash Bay will be vehicles owned by Lessee and its affiliates and the plow truck.

7.1.16 Underground Injection Controls

Construction or use of any kind of an underground injection control

("UIC") system, including dry wells, storm water injection wells or subsurface fluid distribution systems such as French drains, sumps and drain fields, is prohibited without prior written approval of County, which approval may be granted or denied in County's sole discretion. All approved UICs must be registered in accordance with Environmental Laws.

7.1.17 Industrial Permit Fee

If Lessee is a co-permittee on the Permit, Lessee shall pay to County by January 1st of each year this Lease is in place, any applicable industrial permit user fee ("Permit User Fee"), which shall be used to defray costs of administering and complying with the Permit. The Permit User Fee shall be imposed against Lessee in a manner uniformly applied to other similarly situated tenants at the Airport. County may adjust the Permit User Fee from time to time to reflect changes in County's costs to administer and comply with the Permit. County shall give Lessee at least thirty (30) calendar days written notice prior to the beginning of the fiscal year in which an adjustment to the Permit User Fee is to be effective.

7.1.18 Other Fees

County reserves the right to impose reasonable fees uniformly applied to similarly situated users for the repair, maintenance, and regulation of the System. County will provide Lessee with at least sixty (60) calendar days prior written notice of the imposition of, or any increase in, any such fees.

7.1.19 Storm Water Sampling

If Lessee undertakes storm water sampling pursuant to the Storm Water Pollution Control Plan, storm water permit, or for any other purpose, Lessee shall provide County with copies of any and all storm water sampling results obtained by Lessee of storm water generated at, discharged from, or present at the Premises, within ten (10) Business Days (as defined in Section 7.4) of the receipt of laboratory results.

7.1.20 Soil or Waste

Lessee shall not store, treat, deposit, place or dispose of treated or contaminated soil, industry by-products, or waste on the Premises, without the prior written consent of County, which consent may be granted or denied in County's sole discretion.

7.2 Environmental Audits

7.2.1 Initial Audit

An audit of the Premises, documented in a Phase I Environmental Site Assessment and Limited Site Investigation report was completed September 12, 2012, by Terracon Consultants, Inc., ("Initial Audit"), further described in a letter regarding "Rational for No Action Required" determination, a release notification and a request for technical assistance and environmental liability clarification letter from State of Wisconsin Department of Natural Resources, as supplemented by a walkthrough of the Premises conducted by the County on March 13, 2024 ("Walkthrough") resulting in a written assessment of the environmental condition of the Premises. The County notified Lessee in advance of the Walkthrough to allow Lessee the opportunity to have a representative of Lessee present during the inspection, and the County shall share the Walkthrough report with Lessee not later than fifteen (15) days after the Walkthrough

report is received by the County. Lessee shall have until fifteen (15) days after receipt of the results of the Walkthrough report, to raise any objections to the Walkthrough report, in writing. If no written objections are received, the Walkthrough shall be deemed to have been included in the Initial Audit without the need for further amendment to the Lease. Except as provided under the terms of the Existing Leases, County shall be responsible for clean-up of any Hazardous Substances described by the Initial Audit located on Premises, and thereafter, the Initial Audit shall serve as a baseline for determination of future environmental liability.

7.2.2 Special Audit

If County, at any time during the term of this Lease or any extension thereof, has reason to suspect that Hazardous Substances are being or have been created, used, handled, stored, generated, disposed, placed and/or transported contrary to the requirements of this Lease, or in any manner that has resulted, or is likely to result, in a Hazardous Substance Release in violation of applicable Environmental Laws, then County may, after written communication of those reasons to Lessee, without limiting its other rights and remedies, conduct a special audit of the Premises, at County's expense, with respect to the environmental matters of concern to County ("Special Audit"). If a Hazardous Substance Release by Lessee or a violation of any Environmental Laws by Lessee is discovered, then Lessee will reimburse County for the full cost of the Special Audit.

7.2.3 Exit Audit

Within Ninety (90) calendar days following the expiration or earlier termination of this Lease, County, at its sole option, shall conduct and pay for an environmental exit audit of the Premises ("Exit Audit") to determine: (a) the environmental condition of the Premises; (b) whether any Hazardous Substance Release caused by Lessee has occurred during the term of this Lease on or about the Premises; and (c) whether there is evidence of any violation by Lessee of applicable Environmental Laws. The scope of the Exit Audit may be more extensive than that of the Initial Audit, if County has reason to believe that there has been a Hazardous Substance Release or a violation of the environmental provisions of this Lease, or a violation of Environmental Laws.

7.2.4 Audit Requirements

The scope of all environmental audits, except the Initial Audit, shall be determined by County in its reasonable discretion. If any environmental audit performed under this Lease recommends additional testing or analysis or recommends an additional audit then, unless otherwise agreed to, in writing, by County and Lessee, Lessee shall perform the additional recommended testing, analysis or audit and the records and results of such additional work shall be considered a part of the audit that triggered the need for the additional work. County and Lessee shall each receive a signed copy of any environmental audit report prepared pursuant to this Lease.

7.2.5 Environmental Inspection

Subject to Section 5.2, County reserves the right, at any time and from time to time, after reasonable prior written notice to Lessee, to inspect the Premises, Lessee's operations on and use of the Premises, and Lessee's environmental records.

7.3 Lessee's Liability

7.3.1 Hazardous Substance Releases

Except as provided in Section 7.3.4, Lessee shall be responsible for any Hazardous Substance Release on the Premises, on other properties, in the air or in adjacent or nearby waterways (including groundwater) which results from or occurs in connection with Lessee's occupancy or use of the Premises under this Lease, and which occurs during the term of this Lease, but only to the extent caused by Lessee.

7.3.2 Presumption

The Initial Audit done on the Premises shall be used as a baseline for determination of future Lessee liability. If the presence of a Hazardous Substance, a Hazardous Substance Release, violation of applicable Environmental Laws, or violation of an environmental provision of this Agreement is discovered or disclosed that was not discovered or disclosed in the Initial Audit, then a rebuttable presumption will exist, as to matters within the scope of the Initial Audit, that Lessee is the cause of and is responsible for all response, remediation, restoration and Environmental Cost arising from such Hazardous Substance, Hazardous Substance Release, violation of applicable Environmental Laws, or violation of any environmental provision of this Agreement. The presumption established by this Section shall expire after the results of the Exit Audit have been obtained and all response, remediation and full payment of Environmental Cost for which Lessee is responsible under this Agreement have been completed. Notwithstanding the foregoing, if Lessee discovers a Hazardous Substance Release during construction in any area that was previously paved and not previously leased by Lessee, and Lessee can demonstrate that such Hazardous Substance Release did not occur during Lessee's construction, then this presumption will not apply to that Hazardous Substance Release.

7.3.3 Lessee's Liability for Environmental Cost

Except as provided in Section 7.3.4 for the payment of the Exit Audit and the limitations on Lessee's liability as set forth in Section 7.3.4, Lessee shall be responsible for all Environmental Costs arising under this Lease.

7.3.4 Limitation of Lessee's Liability

Notwithstanding anything to the contrary provided in this Lease, Lessee shall have no responsibility for Hazardous Substances or Hazardous Substance Releases, or Environmental Costs arising from Hazardous Substances or Hazardous Substance Releases that: (a) existed on the Premises prior to the date of County delivery to Lessee and Lessee's occupancy of the Premises under this Lease (except if caused by Lessee or Lessee's agents, employees or contractors); (b) are caused by County or the agents, employees or contractors or other tenants of County; or (c) were caused by a third party which is not an agent, employee, invitee or contractor of Lessee and which was not exacerbated by the actions of Lessee.

7.4 Environmental Remediation

7.4.1 Immediate Response

In the event of a violation by Lessee of Environmental Laws, a violation by Lessee of an environmental provision of this Lease, or a Hazardous Substance Release caused by Lessee, or the threat of or reasonable suspicion of the same for which Lessee is responsible under this Lease, Lessee shall immediately undertake and diligently pursue all acts necessary or

appropriate to correct the violation or investigate, contain, and stop the Hazardous Substance Release and remove the Hazardous Substance.

7.4.2 Remediation

Lessee shall promptly undertake all commercially reasonable actions necessary or appropriate under Environmental Laws to ensure that any Hazardous Substance Release caused by Lessee is remediated and that any violation by Lessee of Environmental Laws. Lessee shall remediate, at Lessee's sole expense, all Hazardous Substance Releases for which Lessee is responsible under this Lease or under any Environmental Laws and shall restore the Premises or other affected property or water to their condition prior to the Hazardous Substance Release for which Lessee is responsible. The obligations of Lessee under this Section shall be subject to the limitations on Lessee's liability set out in Section 7.3.4.

7.4.3 Report to County

Within thirty (30) calendar days following completion of any investigatory, containment, remediation and/or removal action required by this Lease, Lessee shall provide County with a written report outlining, in detail, what has been done and the results thereof.

7.4.4 County's Approval Rights

Except in the case of an emergency or an agency order requiring immediate action, Lessee shall give County advance notice before beginning any investigatory, remediation or removal procedures. Subject to Lessee's obligation to remediate as set forth in Section 7.4.2, County shall have the right to exercise approval or disapproval of the proposed investigatory, remediation and removal procedures and the company(ies) and/or individuals conducting such procedures which are required by this Lease or by Environmental Laws, whether on the Premises or on any affected property or water. County will have the right to require Lessee to request oversight from WDNR of any investigatory, containment, remediation, and removal activities and/or require Lessee to seek a statement from WDNR of "No Further Action" acceptable to County.

7.5 Notice

Lessee shall promptly notify County upon becoming aware of: (a) a violation or alleged violation of Environmental Laws related to the Premises or to Lessee's occupation or use of the Premises or any environmental provision of this Lease; and (b) any Hazardous Substance Release on, under or adjacent to the Premises or threat of or reasonable suspicion of any of the same. If notice must be given on the weekend or after 5:00 p.m. on any Business Day (as defined in Section 14.4), Lessee shall notify County by calling County's emergency telephone number. That number currently is (414) 747-5325.

7.6 County's Right to Perform on Behalf of Lessee

Except in the event of an emergency or an agency order requiring immediate action, County shall have the right, upon giving Lessee fourteen (14) calendar days written notice, to perform Lessee's obligations arising under this Lease and charge Lessee the resulting Environmental Costs. County may not commence performance on behalf of Lessee under this Section if, within the fourteen (14) calendar day notice period, Lessee promptly begins and

diligently pursues to completion the performance of the obligations set forth in County's notice.

8. INDEMNITY AND INSURANCE REQUIREMENTS

8.1 Lessee's General Indemnity; Reimbursement of Damages

8.1.1 Lessee

Lessee agrees to defend (using legal counsel reasonably acceptable to Lessee), indemnify, and hold harmless County from and against, and reimburse County for, any and all claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, Environmental Costs and/or penalties (collectively "Costs") which may be imposed upon, or incurred or suffered by County, to the extent that such Costs in whole or in part, directly or indirectly, arise from any of the following, except to the extent resulting from County's negligence or willful misconduct: (a) any act, omission or negligence of Lessee; (b) any use, occupation, management or control of the Premises by Lessee, whether or not due to Lessee's own act or omission; (c) any condition created on or about the Premises by Lessee, including any accident, injury or damage occurring on or about the Premises after the Effective Date; (d) any breach, violation, or non-performance of any of Lessee's obligations or warranties under this Lease. For purposes of Section 8.1.1 (a) through (d) above, Lessee shall be deemed to include Lessee and Lessee's partners, officers, directors, agents, employees, invitees, and contractors.

8.1.2 County

County agrees to defend (using legal counsel reasonably acceptable to County), indemnify, and hold harmless Lessee from and against, and reimburse Lessee for, any and all Costs which may be imposed upon, or incurred or suffered by Lessee, to the extent that such Costs in whole or in part, directly or indirectly, arise from any of the following, except to the extent resulting from Lessee's negligence or willful misconduct: (a) any act, omission or negligence of County; (b) any use, occupation, management or control of the Airport by County, whether or not due to County's own act or omission; (c) any condition created on or about the Airport (excluding the Premises) by County, including any accident, injury or damage occurring on or about the Airport after the Effective Date; (d) any breach, violation or non-performance of any of County's obligations or warranties under this Lease. For purposes of Section 8.1.2 (a) through (d) above, County shall be deemed to include County and County's elected officials, officers, directors, agents, employees, invitees, and contractors. County's liability hereunder shall be limited by Wisconsin Statutes 345.05(3) for automobile and 893.80(3) for general liability.

8.2 Insurance Requirements

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Lease. The amounts listed indicate only the minimum amounts of insurance coverage County is willing to accept to help insure full performance of all terms and conditions of this Lease. All insurance required by Lessee under this Lease shall meet the following minimum requirements.

8.2.1 Certificates; Notice of Cancellation

On or before the Effective Date and throughout the term of this Lease,

Lessee shall provide County, upon request, with certificates of insurance, including an additional insured endorsement, evidencing the existence of all insurance policies required under Section 8.3. No insurance policy may be canceled, materially revised, or allowed to expire without at least thirty (30) calendar days prior written notice being given to County. Insurance must be maintained without any lapse in coverage during the term of this Lease. Failure of County to demand certificates of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain the insurance required by this Lease. Unless otherwise directed by County, Lessee shall submit certificates of insurance to County or to a third party designated by County.

8.2.2 Additional Insured; Separation of Insureds

County shall be named as an additional insured under liability coverages, but only with respect to the operations of Lessee as County's interests may appear in each general liability policy and as an additional insured in each property insurance policy. Such insurance shall provide cross-liability coverage equivalent to the standard Separation of Insureds clause published by the Insurance Services Office, or a successor organization.

8.2.3 Primary Coverage

The required policies shall provide that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by County.

8.2.4 Company Ratings

All policies of insurance must be written by companies having an A.M. Best rating of "A-" or better, or equivalent. County may, upon thirty (30) calendar days written notice to Lessee, require Lessee to change any insurance carrier whose rating drops below an "A-" rating.

8.3 Required Insurance

Lessee agrees to evidence and maintain proof of financial responsibility to cover costs and liabilities as may arise from Lessee activities and the above recited indemnification responsibility. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the state of Wisconsin, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Workers Compensation (WI)</u> or Proof of All States coverage Employer's Liability	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u> Coverage for damages do to: bodily injury, property damage, including personal injury, fire, legal, contractual, airport premises liability, independent contractors' liability	\$2,000,000
<u>Hangarkeeper's Liability</u> Property damage for all non-owned aircraft under the care, custody and control of Operator	\$10,000,000 each aircraft, each loss

<u>Aircraft/Passengers Liability</u>	
Coverage to include bodily injury, property damage, and passenger injury for all owned, leaders or operated aircraft (where applicable); applies if operating aircraft for hire on and from the Premises	\$1,000,000 each occurrence (CSL) \$1,000,000 annual aggregate
<u>Automobile Liability</u>	
All Autos and/or Non-Owned Bodily Injury & Property Damage Uninsured/Underinsured per WI Statutes; When operating vehicle on airside and policy may need to be endorsed to cover using the automobile on airfield	\$1,000,000 each occurrence (CSL) \$1,000,000 annual aggregate
<u>Environmental Liability</u>	
Gradual, sudden or accidental discharge/spill of pollutants including first party clean up and remediation of Premises; wrongful delivery or mis-delivery of fuel; loading/unloading of fuel; transportation on/around airport	\$3,000,000

Lessee shall also furnish evidence satisfactory to the County that it carries unemployment insurance pursuant to the requirements of the Statutes of the State of Wisconsin.

County shall be named as Additional Insured, As Its Interests May Appear, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. Additional information as to policy form; retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to County for approval prior to the commencement of activities under this Lease.

8.4 Construction Insurance

In addition to the insurance identified above, during the course of construction activities, Lessee shall obtain and maintain the following types of coverage:

8.4.1 Builder's Risk Insurance

During and construction activity, Lessee shall obtain and maintain for the benefit for the parties to the Lease, as their interest may appear, "All-Risk: Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include (a) form work in place; (b) form lumber on site, (c) temporary structures, (d) equipment, and (e) supplies related to the work while at the site. In the event Lessee fails to maintain such insurance, County may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Lessee to County upon demand.

8.4.2 Pollution Liability Insurance

During the course of construction, Lessee or Lessee's contractor(s) shall maintain Contractor's Pollution Liability insurance, covering sudden and accidental and non-sudden pollution, including first party clean-up costs, arising from all construction activities in an amount not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) per occurrence.

8.5 Lessee's Risks

Lessee shall be responsible for obtaining any insurance it deems necessary to cover its own risks including, without limitation: (a) business interruption, such as business income, extra expense, or similar coverage; (b) personal property; (c) aircraft hull coverage; and/or (d) motor vehicle physical damage and/or theft. In no event shall County be liable for any: (i) business interruption or other consequential loss sustained by Lessee; (ii) damage to, or loss of, personal property; (iii) damage to, or loss of, an aircraft; or (iv) damage to, or loss of, a motor vehicle, whether or not such loss or losses are insured, even if such loss or losses are caused by the negligence of County (without relieving the County from liability for its recklessness or willful misconduct).

8.6 Periodic Review

County shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event County reasonably determines that such types, limits and/or terms should be changed, and to the extent that such changes are uniformly applied to similarly situated users, County will give Lessee a minimum of sixty (60) calendar days' notice of such determination and Lessee shall modify its coverage to comply with the new insurance requirements of County. Lessee shall also provide County with proof of such compliance by giving County an updated certificate of insurance within fifteen (15) calendar days after the end of such 60-day period.

8.7 Survival of Indemnities

The indemnity agreements set forth in Section 8.1 shall survive the termination or earlier expiration of this Lease and shall be enforceable thereafter.

9. DAMAGE OR DESTRUCTION

9.1 Premises

For purposes of this Section, Premises shall mean the Premises as improved by the Improvements, but excluding trade fixtures, equipment and other personal property.

9.2 Limited Damage

In the event the Premises or any portion thereof shall be damaged or destroyed by fire or any other insured peril under the insurance required to be maintained pursuant to this Lease, at any time during the period of this Lease, then in such event, unless the damage exceeds twenty five percent (25%) of the replacement cost thereof, will take more than one year to repair, or occurs during the last three (3) years of the term of this Lease, Lessee will or will cause to repair or restore the Premises, excluding County's site improvements and facilities to substantially the same condition as before the damage occurred.

9.3 Extensive Damage

In the event the Premises or any portion thereof is damaged or destroyed in an amount exceeding twenty-five percent (25%) of the replacement cost thereof, or if Lessee reasonably determines that the repair or restoration to any damage cannot be completed within one year, or if there is less than three years remaining in the term, or in the event that the Premises are damaged or destroyed as a result of a casualty not required to be insured pursuant to this Lease, Lessee shall have the option to elect either (i) repair or restore the Premises to its condition prior to such damage or (ii) to raze and remove all Lessee's improvements from the Premises and restore the land to a

greenfield condition, and to terminate this Lease. In the event Lessee elects to terminate this Lease: (i) Lessee shall give County notice of such termination within forty-five (45) days of the date of the damage, and (ii) to the extent not applied by Lessee to raze and remove the Improvements, the proceeds of such insurance shall be paid to County and Lessee as their respective interests in the improvements may appear. If Lessee is not then in default under this Lease, any prepaid or unearned rent shall be returned to the Lessee.

9.4 Application of Insurance Proceeds

In the event Lessee elects, undertakes or is required to repair or restore the Premises, and such repair or restoration is not caused by County's negligence, willful misconduct or breach of this Lease, the proceeds of any insurance policies which are required hereunder shall be first devoted exclusively to the repair and restoration of the damaged or destroyed portions of the Premises and shall be disbursed in a reasonable manner to facilitate timely payment for the repair and restoration, including in installments. All property insurance proceeds on the Improvements, whether or not used to repair or restore such damage, shall be paid to County and Lessee jointly, but shall be applied as provided above. All property insurance proceeds on County's provided site improvements and other facilities will be paid to County but shall be applied as provided above.

9.5 Rent

In the event the Premises or any portion thereof is damaged or destroyed to whatever extent, but this Lease is not terminated as a result thereof, Lessee shall be entitled to reduction of rent equal to that portion of the Premises unusable as a result of the damage and/or destruction so long as Lessee is at all times diligent in pursuing such repair or restoration to completion.

9.6 Rights of County

If Lessee fails to repair or restore the Premises as required by this Lease within the time periods set forth above, and provided that this Lease has not been terminated, County may, after the expiration of all applicable notice and cure periods, make such repairs or replacements and recover from the Lessee the reasonable cost and expense of such repair or replacement, including all of its own reasonable administrative costs and fees. The amount due to County as a result thereof shall bear a Delinquency Charge from the date the money is spent by County to the date the Premises are repaired and restored.

9.7 No Duty to Protect

Protection against loss by fire or other casualty to any of the contents of the Premises shall not, at any time, be an obligation of County.

10. TERMINATION

10.1 Duties Upon Termination

Upon the expiration or earlier termination of this Lease, Lessee shall have fully performed all of its obligations under this Lease beyond all applicable notice and cure periods including: (a) delivery to County of all keys to any doors and to any Improvements located on the Premises; (b) removal of all personal property, fixtures, furniture and equipment; (c) surrender of the Premises in good and clean condition, ordinary wear and tear excepted; and (d) performance of any other obligations required to be performed pursuant to this Lease prior to termination under

this Lease. Ordinary wear and tear shall not include deterioration that could have been prevented by proper maintenance practices or by Lessee otherwise performing Lessee's obligations under this Lease.

10.2 Title to Improvements

All Improvements made or owned by Lessee, throughout the term of this Lease, shall be the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease for any reason, and at County's sole discretion, all Improvements, whether made by Lessee or another party, shall (a) be removed from the Premises and the Premises returned to greenfield condition, by Lessee, at Lessee's cost; or (b) become the property of County free and clear of all encumbrances of whatever nature; provided, however, that any signs, furniture, trade fixtures, equipment, including Storage Tanks and associated piping and dispensing equipment and other personal property of Lessee, not permanently affixed to the Premises shall remain the property of Lessee and shall remove same, in a manner and at times that do not unreasonably interrupt operations of the Airport. Lessee shall repair all damage done to the Premises resulting from the removal of such trade fixtures, signs and personal property or Improvements.

10.3 Lessee's Personal Property

10.3.1 Removal Requirement

At or before the termination of this Lease, Lessee, at Lessee's expense, shall remove from the Premises any and all of Lessee's removable personal property and shall repair any damage to the Premises resulting from the installation or removal of such personal property. Title to any items of Lessee's trade fixtures and other personal property which remain on the Premises after the termination date of this Lease may, at the option of County, be automatically taken by County, and County shall have the option, in its sole discretion, of: (a) retaining any or all of such trade fixtures and other personal property without any requirement to account to Lessee therefore; or (b) removing and disposing of any or all of such trade fixtures and other personal property and recovering the cost thereof, plus interest from the date of expenditure at the Delinquency Charge.

10.3.2 Time for Removal

The time for removal of any property which Lessee may be required to remove from the Premises upon expiration or earlier termination of this Lease shall be as follows: (a) by the expiration of this Lease; or (b) if this Lease is terminated prior to the expiration date due to an uncured Event of Default by Lessee or for any other reason, then all removal must occur within thirty (30) calendar days of the actual earlier termination date, and Lessee must continue to pay Rent during that period; or (c) if County does not take title and requires removal of the Improvements, as described in Section 10.2 and Section 10.3.1, removal and return of the Premises to original condition must occur within one hundred eighty (180) days of expiration or actual early termination date, and Lessee must continue to pay Rent during that period. If removal is not completed within the thirty (30) calendar days' time period, Section 6.4 and Section 10.3.1 shall apply.

10.4 Holding Over

If Lessee holds over after the expiration or earlier termination of this Lease with the

consent of County, and County and Lessee have not agreed, in writing, to the terms and provisions of a new lease (or to the extension of this Lease) prior to such expiration or earlier termination, Lessee shall be deemed a month-to-month holdover tenant ("Holdover Tenant"), and Lessee shall remain bound by all terms, covenants, and agreements hereof, except that: (a) the tenancy shall be from month to month; (b) Rent shall adjust as of the date of expiration or earlier termination of this Lease up to one hundred fifty percent (150%) of the Base Rent payable by Lessee on the last day of the Lease term; (c) title to the Improvements shall vest in County as of the expiration or earlier termination of this Lease; and (d) such month-to-month tenancy may be terminated at any time by thirty (30) calendar days prior written notice from either party to the other. In the event that Lessee is a Holdover Tenant beyond December 31st of any Lease year, Lessee shall be responsible for payment of all Taxes attributable to the Improvements. In the event County deems Lessee a Holdover Tenant, County shall be entitled to evict Lessee, but to the extent permitted by applicable Laws, may still collect Rent due by Lessee as set forth herein.

11. DEFAULT

11.1 Event of Default

The occurrence of any of the following shall constitute an "Event of Default" (also referred to as a "Default").

11.2 Default in Rent

An Event of Default shall occur if Lessee fails to pay any Rent due to County in accordance with Section 4.4.

11.3 Default in Other Covenants

An Event of Default shall occur if Lessee fails to comply with any material term, covenant, or condition of this Lease (other than the payment of Rent) within thirty (30) calendar days after written notice by County describing the nature of the Default. If the Default is of such a nature that it cannot be completely remedied within the thirty (30) calendar day period, this provision shall be complied with if Lessee begins correction of the Default within the thirty (30) calendar day period and thereafter proceeds in good faith and with reasonable diligence to effect the cure as soon as practical, so long as done to the satisfaction of County. Furthermore, if any Event of Default threatens to cause serious harm to County or other tenants or persons, then County shall not be required to serve any notice before proceeding to request immediate injunctive relief.

11.4 Insolvency

To the extent permitted by the United States Bankruptcy Code, insolvency of Lessee shall be deemed to include: (a) an assignment by Lessee for the benefit of creditors; (b) the filing by Lessee of a voluntary petition in bankruptcy; (c) an adjudication that Lessee is bankrupt or the appointment of a receiver; (d) the filing of an involuntary petition of bankruptcy against Lessee; and (e) attachment of or the levying of execution on the leasehold interest, shall all constitute an Event of Default hereunder. In these instances, no notice that an Event of Default has occurred shall be required from County.

11.5 Material Misrepresentation

An Event of Default for which no notice or opportunity to cure need be given may be

declared, at County's option, if County discovers that Lessee knowingly or recklessly made a material misrepresentation to County with respect to any representation set forth in this Lease, which induced County to enter into this Lease.

11.6 Cross-Default

The occurrence of an Event of Default under any other agreement between County and Lessee shall be, at the option of County, an Event of Default under this Lease.

11.7 Remedies on Default

Immediately following an uncured Event of Default or an Event of Default for which there is no cure period, County may terminate this Lease and Lessee's right to possession of the Premises, and Lessee agrees to pay to County immediately and County accepts one year's Basic Rent, or a proportional amount if the remaining term is less than one year, at the then-current rental rates, as liquidated damages which shall extinguish any further liability or obligation of Lessee for future rental, County specifically reserving all other rights and remedies for all other claims and damages.

11.8 Right to Draw on the Security Deposit

In the case of an Event of Default, County may draw upon the Security Deposit immediately. In the event of a bankruptcy or insolvency, County may immediately draw upon the Security Deposit, as provided in Section 4.8, to cure any and all Lease violations, whether or not any cure period has elapsed and whether or not all required notices have been given. In the case of failure to pay Rent or Additional Rent including reimbursement for any charge, fee, attorney fees that may be remedied or partially remedied by the payment of money, County shall be entitled to draw on the Security Deposit without notice at any time after the Rent or Additional Rent is past due.

11.9 Lease Continuation

Even if Lessee has breached this Lease, this Lease shall continue for so long as County does not terminate Lessee's right to possession (or is deemed to have terminated Lessee's right to possession by way of re-entry or re-taking or re-letting), and County may enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease. Any notice to terminate may be given before or within the cure period for Default and may be included in a notice of failure of compliance. No such termination shall prejudice County's right to claims for damages for such breach or any other rights and remedies of County.

11.10 Default by County

In the event of any default by County, Lessee may elect to pursue an action for damages, terminate this lease, seek specific performance, or any other remedy available at Law or in equity. Prior to being entitled to maintain any action hereunder, Lessee shall give County written notice specifying such default with particularity, and County shall have thirty (30) calendar days within which to cure any such default, or if such default cannot reasonably be cured within thirty (30) calendar days, County shall then have thirty (30) calendar days to commence cure and shall diligently prosecute cure to completion. Unless and until County fails to so cure such default after such notice, Lessee shall not have any remedy or cause of action by reason thereof. All obligations of County hereunder shall be construed as covenants, not conditions, and all such

obligations shall be binding upon County only during the period of its ownership of the Premises and not thereafter, subject to Section 12.6

11.11 Termination by Lessee

This Lease shall be subject to termination by Lessee upon thirty (30) days' written notice to County in the event of the happening of: (a) the permanent abandonment of the Airport; (b) the breach by County of any of the terms, covenants and conditions of this Lease beyond the notice and cure periods set forth in Section 11.10 above; (c) the issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport and the remaining in force of such injunction for at least sixty (60) days; or (d) the assumption by the U.S. Government or the State of Wisconsin or any authorized agency of either of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Lessee from engaging in any Permitted Use of the Premises, provided such restriction be continued for a period of three (3) months.

12. ASSIGNMENT, SUBLEASE, MORTGAGE AND TRANSFER

12.1 No Assignment or Other Transfer Without County Consent

This Lease is personal to Lessee. No part of the Premises nor any Improvements on the Premises, nor any interest in this Lease, may be sold, assigned, pledged, transferred, mortgaged, or subleased by Lessee, or may a right of use of any portion of the Premises be conveyed or conferred on any third party by Lessee by any other means (all of the foregoing referred to in this Lease as a "Transfer"), without the prior written consent of County in each instance, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained in this Lease, Lessee may, without County's prior written consent, but upon written notice to County, sublet the Premises or assign Lessee's interest in this Lease to: (i) a subsidiary, affiliate, parent or other entity which controls, is controlled by or is under common control with Lessee; (ii) a successor entity to Lessee resulting from merger, consolidation, non-bankruptcy reorganization or government action; or (iii) a purchaser of all or substantially all of Lessee's assets (collectively, an "Affiliate"), provided that (i) County receives prior written notice of such assignment or subletting, (ii) County receives a fully executed copy of the assignment or sublease agreement between Lessee and the Affiliate, and (iii) the Affiliate assumes (in the event of an assignment) in writing all of Lessee's obligations under this Lease.

12.2 Application

Section 12.1 shall apply to all Transfers, including any that may occur by operation of Laws. If Lessee is a corporation or other entity, any change in ownership resulting in a change of more than one third ($\frac{1}{3}$) of the equity or voting interest in the stock of the corporation or ownership interest in such other entity, through sale, exchange, merger, consolidation or other transfer other than to an Affiliate, shall be deemed a Transfer requiring County's consent.

12.3 Effect of Consent

No Transfer shall relieve Lessee of any obligation under this Lease and Lessee shall remain fully liable hereunder unless a specific written release is given by County. Any consent by County to a particular Transfer shall not constitute County's consent to any other or subsequent Transfer. If consent is granted, Lessee shall provide a copy of the signed Transfer document to

County promptly after execution. The Transfer documents shall contain a provision requiring that the transferee perform and observe all terms and conditions of this Lease and shall provide that County have the right to enforce such terms and conditions directly against such transferee.

12.4 Fee for Review of Requests of Transfer

County reserves the right to charge a reasonable fee for staff and legal time spent in the review of Lessee's requests for County's consent to a Transfer. This fee may be imposed by County whether or not consent is granted, but in no case shall exceed the usual fees charged by County for the review of requests for Transfer for similar tenants of County.

12.5 Unpermitted Transfer Void

Any Transfer or attempted Transfer without County prior written consent or as otherwise permitted herein shall be void. In addition to any other rights which County may have in the event of a Transfer or attempted Transfer without County's consent, County shall be entitled to preliminary and permanent injunctive relief and, as a matter of right, to the appointment of a receiver of rents and profits of any part or the whole of the Premises without notice, with power to manage and operate the Premises, and with such other powers as may be deemed necessary, and who, after deducting all proper charges and expenses attending the execution of the trust as receiver, shall apply the residue of the rents and profits to the obligations of Lessee under this Lease, including the costs of any attorney fees for the appointment of such receiver, in such order of priority as County shall elect.

12.6 Transfer by County

County shall have the right to transfer its interest in the Premises or in this Lease to any successor owner and operator of the Airport. In the event of such a transfer, Lessee shall attorn to said transferee and recognize the transferee as the new lessor under this Lease, but only on the condition that such transferee acknowledges the existence of this Lease and agrees not to disturb Lessee's rights hereunder. Thereafter, County shall be relieved, upon notification to Lessee of the name and address of County's successor, of any obligations and duties accruing from and after the date of the transfer so long as the transferee agrees to assume all obligations and duties of County under this Lease. If County shall voluntarily sell the Airport to a third party during the term of this Lease, it shall require the purchaser to maintain and keep in repair the Airport Public Facilities in accordance with this Lease and applicable Laws.

12.7 Estoppel Certificates

County and Lessee agree to execute and deliver to the other, at any time and within ten (10) Business Days (as defined in Section 14.4) after written request, a statement certifying, among other things: (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, stating the modifications); (b) the dates to which Rent has been paid; (c) whether or not the other party is in default in performance of any of its obligations under this Lease and, if so, specifying the nature of each such default; and (d) whether or not, to the actual knowledge of the responding party, any event has occurred which, with the giving of notice, the passage of time, or both, would constitute such a default by the other party and, if so, specifying the nature of each such event. Each party shall also include in any such statement such other commercially reasonable information concerning this Lease as the other party reasonably requests. The parties agree that any statement delivered pursuant to this Section shall be deemed a

representation of the party giving the statement which may be relied upon by the other party and by potential or actual purchasers and lenders with whom the party may be dealing, regardless of independent investigation.

12.8 Leasehold Mortgages Permitted

Lessee shall be free to mortgage or otherwise encumber its interest in the Premises, this Lease, and the Improvements in connection with the financing of the Improvements and in order to secure any other debt or obligation incurred by Lessee. However, Lessee shall not be permitted to create any lien or other encumbrance on County's fee interest in the Premises or County's interest in this Lease. If requested by Lessee, County shall, within ten days of Lessee's request, acknowledge in writing the recognition of any leasehold mortgagee and agree to leasehold mortgagee protection provisions reasonably requested by the leasehold mortgagee including, without limitation, agreeing to (a) give notice of any default to the leasehold mortgagee and a reasonable time for the leasehold mortgagee to cure such default, (b) accept performance by the leasehold mortgagee as if the same had been performed by Lessee, (c) permit the leasehold mortgagee to enter upon the Premises for performance of Lessee's obligations and the exercise of the leasehold mortgagee's rights, (d) not terminate this Lease without giving the leasehold mortgagee thirty (30) days to cure if the default is capable of being cured by the payment of money, and at least ninety (90) days to cure if the default is not capable of being cured by the payment of money, (e) permit the leasehold mortgagee (or other acquirer of Lessee's interests) in the event of foreclosure of the leasehold mortgage, assignment in lieu of foreclosure or other means, to be the substituted lessee under this Lease, (f) permit insurance proceeds resulting from a casualty and any award in connection with a condemnation or exercise of rights under eminent domain to be used first to repair or restore the damaged Improvements and the remainder to pay the debt owed to the leasehold mortgagee, (g) not amend this Lease or accept surrender of the Premises from Lessee without the prior written consent of the leasehold mortgagee and (h) any other provisions reasonably requested by the leasehold mortgagee so long as the provisions do not encumber County's interest in this Lease or the Premises.

12.9 Subleasing

Lessee shall not sublease any portion of the Premises without the prior written consent of County in each instance, which consent shall not be unreasonably withheld or delayed.

13. EMINENT DOMAIN/CONDEMNATION

If all or part of the Premises shall be condemned by any governmental agency or political subdivision, then the Term shall end as of the date that title to the Premises is taken, and all proceeds of the award that are paid in compensation for taking of property interests shall be allocated in the following priority: all proceeds shall belong to County other than proceeds allocable to Lessee's Improvements, fixtures, furniture, equipment, personal property, and any other property and leasehold improvements located on and/or installed, affixed or placed on the Premises by or on behalf of Lessee which shall belong to Lessee; and all proceeds allocable to Lessee's leasehold interest shall belong to Lessee. Lessee shall also maintain and be entitled to assert all claims that Lessee may have (including, without limitation, claims arising under Wis. Stat. chapter 32) for Lessee's relocation from the Premises. County agrees it will not cause or endorse the condemnation of the Premises, or other areas to which Lessee is granted rights pursuant

to this Lease, in whole or in part.

14. GENERAL PROVISIONS

14.1 Airport Security

Lessee recognizes its obligations to comply with federal airport security regulations applicable to the Airport. Lessee shall be fully responsible for security of the Premises, including compliance with Department of Homeland Security, TSA, FAA and Airport security requirements, rules, regulations, and directives. Responsibilities shall include, but not be limited to, preparation and implementation of security plans and procedures, as well as reporting of data. Lessee shall be responsible for preventing unauthorized persons from gaining access to restricted areas of the Airport through the Premises.

In the event that the TSA, FAA or other federal, state, or local agency imposes a fine and/or penalties or any expense, on County, as a result of a violation of security regulations by Lessee, Lessee agrees to pay and/or reimburse all such costs and expense within ten (10) days of receipt of invoice therefor from County.

14.2 Attorney Fees

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the United States Bankruptcy Code), is instituted in connection with any controversy arising out of this Lease or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by Laws. If County or Lessee are required to seek legal assistance to enforce any term of this Lease, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

14.3 Brokers

Neither party has been represented by a broker in this transaction. No obligation to pay a commission shall arise from the execution of this Lease and each party shall hold the other party harmless from any commission claims arising out of this transaction.

14.4 Calculation of Time

"Legal Holiday" shall mean any holiday observed by the federal government or the State of Wisconsin. "Business Day" shall mean Monday through Friday and shall exclude Saturday, Sunday, and Legal Holidays. Unless referred to as Business Days, all periods of time referred to herein shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday, or Legal Holiday. Pursuant to Wis. Stats. § 801.15(1)(b), when the period of time prescribed or allowed is less than 11 days, Saturdays, Sundays, and holidays shall be excluded in the computation.

14.5 Capacity to Execute

County and Lessee warrant and represent to one another that this Lease constitutes a

legal, valid, and binding obligation of that party. The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the party or parties for whom they purport to be acting.

14.6 Covenants, Conditions and Restrictions

This Lease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, and any other matters of record now or hereafter imposed upon or pertaining to the Premises and to any Laws pertaining to the Airport or the Premises.

14.7 Counterparts

This Lease may be executed in one or more counterparts and each counterpart when executed and delivered shall be an original, but all of which shall constitute one instrument.

14.8 Defined Terms

Capitalized terms shall have the meaning given them in the text herein.

14.9 Entire Agreement

As of the Effective Date, this Lease represents the entire agreement between County and Lessee relating to Lessee's leasing of the Premises. It is understood and agreed by Lessee and the County that neither County nor County's agents or employees, nor Lessee nor Lessee's agents or employees, have made any representations or promises with respect to this Lease or the making of or entry into this Lease, except as expressly set forth in this Lease. No claim for liability shall be asserted based on any claimed breach of any representations or promises not expressly set forth in this Lease. All oral agreements, if any, are void and expressly waived by Lessee and County. This Lease has been thoroughly negotiated between County and Lessee; therefore, in the event of ambiguity, there shall be no presumption that such ambiguity should be construed against the drafter.

14.10 Exhibits Incorporated by Reference

Any and all exhibits attached hereto are incorporated by reference in this Lease for all purposes.

14.11 Force Majeure

If the performance by either County or Lessee of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented, in whole or in part, by any extraordinary act of terrorism, nature, explosion, epidemic, war, civil disorder, change in Laws, or unexpected and unavoidable labor strike or material shortage that could not have been reasonably anticipated or avoided by the impacted party (collectively, "Force Majeure"), then that party shall be excused from performance of its obligations until the Force Majeure event has resolved without liability so long as the impacted party promptly notifies the other party following the Force Majeure event, and performance occurs as soon as reasonably possible, to the extent performance can occur.

14.12 Governing Law

This Lease shall be governed, construed, and enforced in accordance with the laws

of the State of Wisconsin without reference to any conflict of law provision that would call for the application of the law of another jurisdiction. The exclusive forum for the resolution of any dispute, action, or proceeding arising out of or related to this Lease shall be the state or federal courts located in Milwaukee County, Wisconsin. Each party hereby waives any objection to personal jurisdiction, venue or forum non conveniens with respect to any such suit, action or proceeding, and agrees to voluntarily appear and submit to the jurisdiction of such courts.

14.13 Headings, Table of Contents and Table of Definitions

The Section headings, table of contents and table of definitions contained herein are for convenience in reference only and shall not be interpreted to define, modify, or limit the scope of any provision of this Lease.

14.14 Interpretation of Lease; Status of Parties

This Lease is the result of arm's length negotiations between County and Lessee and shall not be construed against either party. Nothing contained in this Lease, including the method of computation of rentals or construction of Improvements on the Premises, shall be deemed or construed as creating the relationship of principal and agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

14.15 Joint and Several Liability

If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several.

14.16 Lease Subject to Agreements with United States

This Lease shall be subject to the provisions of any existing or future agreements between County and the United States 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 funds for the development of the Airport.

14.17 Lease Subject to Bonds and Ordinances

This Lease shall be subject and subordinate to the bonds and ordinances which create liens and encumbrances affecting the Premises. Lessee agrees that County may hereafter adopt bond ordinances which impose liens or encumbrances on the Premises, and Lessee shall, upon request of County, execute and deliver agreements of subordination consistent herewith. Furthermore, in order to comply with the requirements of existing County bond ordinances, Lessee hereby makes an irrevocable commitment not to claim depreciation, cost recovery, or an investment credit with respect to the Premises, space or to any Improvements constructed by County using County funds or County bond funds or constructed by Lessee or someone else but paid for using County funds or County bond proceeds.

14.18 Limitation on County Liability

County shall have no liability to Lessee for loss, damage or injury suffered by Lessee on account of theft or any act or omission of a third party, including other tenants. County shall only be liable for its own willful misconduct or negligence and then only to the extent of actual and not consequential damages. Although this Lease gives County certain rights of inspection, such rights shall impose no obligation on County to make any inspections nor impose liability on

County if County fails to make such inspections.

14.19 Mediation

Except as otherwise expressly provided herein, should any dispute arise between County and Lessee other than and excepting disputes regarding: (a) failure to pay Basic Rent or Additional Rent, as required by this Lease; (b) possession; (c) hours of operation; (d) uncured Event of Default, or (e) any other matters stated elsewhere in this Lease as not being subject to mediation, then it is agreed that such other dispute will be submitted to non-binding mediation prior to any litigation. County and Lessee shall exercise good faith efforts to select a mediator who shall be compensated equally by both County and Lessee. Mediation shall be conducted in a location agreed to by both County and Lessee. Both County and Lessee agree to exercise good faith efforts to resolve disputes through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) Business Days, then the party failing to respond shall, at the option of the requesting party, be deemed to have waived any right to require mediation, and the requesting party may immediately initiate court proceedings. If County and Lessee fail to agree on a mediator within ten (10) Business Days, either party may request a mediator be appointed by the presiding judge of the Milwaukee County Circuit Court. County and Lessee agree that mediation shall occur on an expedited schedule and that they shall not attempt to delay mediation, the scheduling of the mediation, or continue the mediation once it has been set. County and Lessee shall retain all rights at law or in equity with respect to any dispute not covered by this Section and also with respect to those disputes covered by this Section, after mediation has been completed.

14.20 Modification

This Lease may not be modified or amended except by a written instrument duly executed by the authorized signatories for the parties hereto.

14.21 No Exclusive Rights

Nothing in this Lease shall be deemed to grant Lessee any exclusive right or privilege or the exclusive right of conduct of any activity on the Airport except that, subject to the terms and provisions of this Lease, Lessee shall have the right to possess and use the Premises.

14.22 Appurtenant Rights

Lessee shall have the nonexclusive appurtenant rights specified in this Lease, subject to the terms and conditions of this Lease, and to the Airport Rules. No other appurtenant rights shall be implied as a part of this Lease. Nothing stated herein shall be construed to limit in any way the general power and right of County to exercise its governmental powers in any way, including such as may affect the Airport, the Premises, or any other area under the jurisdiction of County.

14.23 No Implied Warranty

In no event shall any consent, approval, acquiescence, or authorization by County be deemed a warranty, representation, or covenant by County that the matter approved, consented to, acquiesced in or authorized is appropriate, suitable, practical, safe or in compliance with any applicable Laws or this Lease. Lessee shall be solely responsible for such matters and County shall have no liability, therefore.

14.24 No Intended Third-Party Benefit

Nothing in this Lease gives or shall be construed to create a benefit to any party who is not a signatory party to this Lease.

14.25 No Light or Air Easement

The reduction or elimination of Lessee's light, air or view will not affect Lessee's obligations under this Lease, nor will it create any liability of County to Lessee.

14.26 Lease Subject to Aviation Priority

Lessee's right to use the Premises for the purposes as set forth in this Lease shall be secondary and subordinate to the operation of the Airport. Lessee acknowledges that because of the close location of the Premises to the Airport, noise, vibrations, fumes, debris, and other interference with the use of the Premises will be caused by Airport operations. Lessee hereby waives any and all rights or remedies against County arising out of any noise, vibrations, fumes, debris, and other interference that is caused by the operation of the Airport. County specifically reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise, vibration, fumes, debris and other interferences as may be inherent in the present and future operation of aircraft. If continued flight operations so require, height restrictions on buildings and other Improvements may be imposed on the Premises.

14.27 Avigation Easement

County reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with applicable standards or regulations, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building, or other facility or structure on the Airport, which would conflict with such standards and/or regulations or interfere with operation of the Airport. County also reserves for itself, and for the public, an avigation easement in, over and across the airspace above the Premises and the unrestricted right to subject the Premises to such Airport noise and vibration as may result from the flight of or operation of aircraft, testing of engines or motors and other aviation related activities.

14.28 No Limit on County's Powers

Except as expressly set forth in this Lease, nothing in this Lease shall limit, in any way, the power and right of County to exercise its governmental rights and powers, including its powers of eminent domain.

14.29 Nondiscrimination Assurance

Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Airport for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) 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; (b) 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; (c) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said requirements may be amended. Lessee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates Lessee or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates Lessee or any transferee for the longer of the following periods: (i) the period during which the property is used by County or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which County or any transferee retains ownership or possession of the property. In the case of contractors, this Section binds the contractors from the bid solicitation period through the completion of the contract. In addition, Lessee agrees that, whether or not this Lease is conducted with, or benefits from, federal assistance, it shall in all matters pertaining to the performance of this Lease conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed, sexual preference, marital status, national origin, or the presence of any sensory, mental or physical handicap. In all matters pertaining to the performance of this Lease, Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from all qualified individuals. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in the Airport and Airway Improvement Act of 1982, as amended and as implemented by federal regulations, shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR 23.5. Consequently, this Lease is subject to 49 CFR 23, as applicable. Lessee will, at the timely request of County, provide any information needed in preparation of necessary reports, forms, documents, and other data relative to equal employment. Lessee hereby assures that it will include the above clauses in any subleases approved by County and cause sublessees to similarly include clauses in further subleases.

14.30 Affirmative Action

Lessee assures that it will undertake an affirmative action program as required by 14 CFR 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

14.31 Nondiscrimination and Equal Opportunity

As required by General Ordinances of Milwaukee County, Section 56.17(1A), in the performance of work or execution of this agreement, Lessee shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Lessee will post in conspicuous places, available for employment, notices to be provided by County setting forth the provisions of the nondiscriminatory clause. A violation of this provision, after expiration of notice and cure periods, shall be sufficient cause for County to terminate this lease without liability for the uncompleted portion or for any materials or services purchased or paid for by the Lessee for use in completing any work or improvements.

As required by General Ordinances of Milwaukee County, Section 56.7(1D), Lessee agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Lessee's workforce, where these groups may have been previously under-utilized and under-represented. Lessee also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

14.32 No Waiver

Waiver by County of strict performance of any provision of this Lease shall not be deemed a waiver of or prejudice County's right to require strict performance of the same provision in the future or of any other provision of this Lease.

14.33 Notices

All notices required under this Lease shall be deemed to be properly served if sent by overnight service with a reputable carrier, certified mail, return receipt requested, delivered by hand to the last address furnished by County and Lessee, or sent by email. Until hereafter changed by County and Lessee by notice in writing, notices shall be sent as follows:

To County at:

Airport Director
Milwaukee Mitchell International Airport
5300 South Howell Avenue
Milwaukee, WI 53207
Email: bdranzik@mitchellairport.com

With a copy at:

Director of Business & Commercial Development
Milwaukee Mitchell International Airport
5300 South Howell Avenue
Milwaukee, WI 53207

Email: mhoffman@mitchellairport.com

To Lessee at:

Rite-Hite Holding Corporation
195 S. Rite Hite Way
Milwaukee, WI 53204

The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, overnight service or email, then the actual date of delivery.

14.34 Severability

If any provision contained herein is held to be invalid or unenforceable, the remaining provisions, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision contained herein shall be valid and enforceable to the fullest extent permitted by Laws.

14.35 County Consent or Action

In the event this Lease is silent as to the standard for any consent, approval, determination or similar discretionary action, the standard shall be in the reasonable discretion of County. If Lessee requires County's consent or approval pursuant to any provision of this Lease, such consent or approval shall not be unreasonably withheld.

14.36 Provisions Applicable to Others

All provisions of this Lease governing Lessee's use of the Premises and Lessee's activities and conduct on, about or from the Premises shall apply to Lessee's Representatives.

14.37 Recitals

The Recitals above are true and are incorporated into and are a part of this Lease.

14.38 Successors; Parties

The rights, liabilities and remedies provided for in this Lease shall extend to the heirs, legal representatives and, so far as the terms of this Lease permit, successors and assigns of County and Lessee. The words County and Lessee and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, or corporations which may be or become such parties hereto.

14.39 Survival

Any covenant or condition (including, but not limited to, indemnification provisions) set forth in this Lease, the full performance of which is not specifically required prior to the expiration or earlier termination of this Lease, and any covenant or condition which by their terms are to survive the termination of this Lease, shall survive the expiration or earlier termination of this Lease and shall remain fully enforceable thereafter.

14.40 Time of the Essence

Time is of the essence in the performance of and adherence to each and every

covenant and condition contained herein.

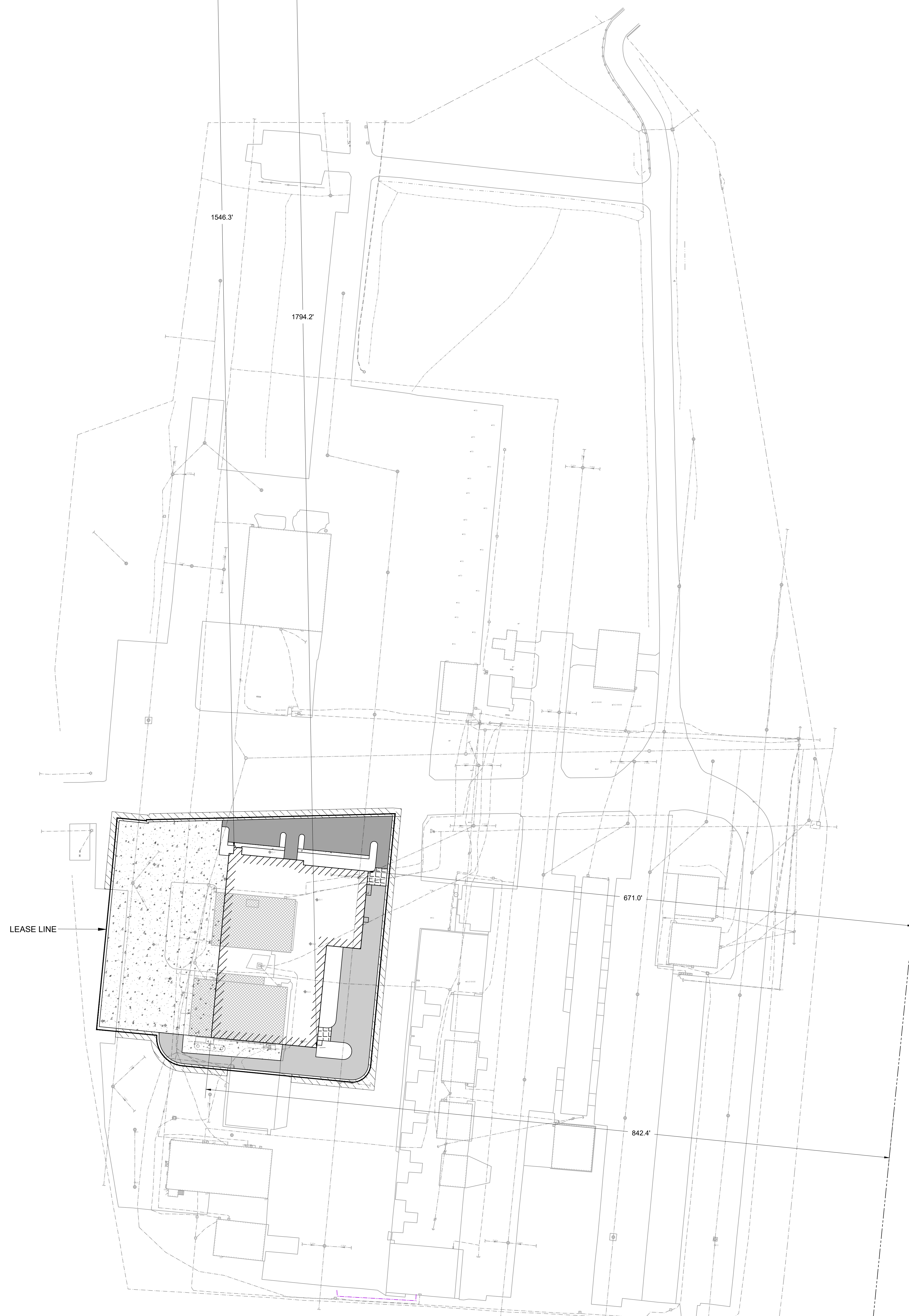
[Remainder of this page is intentionally left blank.]

[DOCUSIGN SIGNATURE PAGE – COUNTY TEMPLATE]

EXHIBIT A - PREMISES

Ground Lease between Milwaukee Count and Rite-Hite Holding Corporation

Approximately 103,000 Square Feet



Endpoint Solutions

6871 S. LOVERS LANE
FRANKLIN, WI 53132
PHONE: (414) 427-1200

PROPOSED SITE LAYOUT

PREPARED FOR: MKE AIRPORT

LOCATION: 1901 E. LAYTON AVENUE, MILWAUKEE WISCONSIN

DATE: DECEMBER 18, 2023
REVISED - REV1: JANUARY 9, 2024 UPDATED SOIL BORING LOCATIONS
REVISED - REV2: JANUARY 29, 2024 UPDATED STORM SEWER
CREATED PROPOSED SITE LAYOUT: MARCH 13, 2024
REVISED PROPOSED SITE LAYOUT: MARCH 18, 2024

DRAWN BY: NWD

LEGAL DESCRIPTION:

LANDS IN 1/4 OF NW & SW 27, ALL OF 28 NE, NW & SW 32 ALL OF 33 & NW & SW 34-6-22 MITCHELL INTERNATIONAL AIRPORT THAT PART BETW E LAYTON AV - CITY LIMITS LI 58.50 AC MIL. OF WIS STATE ARMORY BOARD LANDS IN SEC 33 & 34 - N & W LI SW 1/4 SEC 34 - E COLLEGE AV SW 1/4 SEC 33 (EXC ST R/W & S 528' OF E 660' & S 484' OF W 600' OF E 1320') - W LI SEC 33 - NW 1/4 SEC 33 (EXC THAT PRT BEG SE COR SD SEC - TH N 567' - TH SWLY 701.54' - TH S 330' - TH E 660' TO BEG & S 165' OF W 1330' AND ST R/W) NE 1/4 SEC 32 (EXC CSM #2066 & AIRPORT SPUR FWY) NW 1/4 SEC 32 LANDS LOCATED S AND E OF E LI OF RELOCATED S 6TH ST SW 1/4 SEC 32 LANDS N OF N LI RELOCATED S 6TH ST & E LI S HOWELL AV IN SW & NW SEC 28 BID #40

NOTES:

1. THE SURVEY WORK PERFORMED INCLUDED APPROX. 28 ACRES OF THE SITE IN THE NORTHEAST CORNER OF THE PROPERTY.
2. SURVEY FIELD WORK PERFORMED BY ENDPOINT SOLUTIONS CORP ON 12/08/2023, AND 12/14/2023 USING SURVEY GRADE GPS AND ROBOTIC TOTAL STATION.
3. COORDINATES ARE BASED ON NAD 83 WISCONSIN STATE PLANE, SOUTH ZONE, US FOOT. VERTICAL DATUM IS NAVD 88.
4. ALL UTILITIES SHOWN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED PRIOR TO SITE DEMOLITION, SITE DEVELOPMENT AND CONSTRUCTION ACTIVITIES.
5. ASSUMED OR NOT VERIFIED UNDERGROUND UTILITIES ARE SHOWN PER FIELD OBSERVATIONS OR PER UTILITY MAPS PROVIDE BY OTHERS. UTILITY LINES COULD BE ACTIVE/ABANDONED OR UNKNOWN.
6. A GROUND PENETRATING RADAR (GPR) SURVEY IN AND AROUND TWO (2) HANGARS ON THE WEST SIDE OF THE SITE JUST SOUTH OF THE MAIN TAXIWAY WAS PERFORMED ON 12/14/2023. A POSSIBLE HISTORIC EXCAVATION AREA WAS LOCATED AND IS NOTED ON THIS SURVEY. ALSO A CONCRETE PATCH AREA IS NOTED IN THE NORTH HANGAR. NOTHING METALLIC WAS NOTED BUT USE CAUTION WHEN EXCAVATING IN THESE AREAS.

---	APPROXIMATE PROPERTY BOUNDARY
---	BUILDING
---	PAVEMENT/CONCRETE/EDGE OF GRASS
---	SAND/GRAVEL
---	TOE OF SLOPE/SWALE
---	TOP OF SLOPE
---	CHAINLINK FENCE
---	GUARD RAIL
---	OVERHEAD ELECTRIC LINE
---	UNDERGROUND COMMUNICATIONS
---	UNDERGROUND ABANDONED ELECTRIC
---	UNDERGROUND ELECTRIC
---	UNDERGROUND FIBER OPTIC
---	UNDERGROUND GAS SERVICE (GAS MAIN)
---	UNDERGROUND SANITARY SEWER LINE (COULD NOT VERIFY)
---	UNDERGROUND SANITARY SEWER LINE
---	UNDERGROUND STORM SEWER LINE (COULD NOT VERIFY)
---	UNDERGROUND STORM SEWER LINE
---	UNDERGROUND WATER MAIN / WATER SERVICE (COULD NOT VERIFY)
---	UNDERGROUND WATER MAIN / WATER SERVICE
●	BOLLARD
○	CLEAN OUT
○	DOWNSPOUT
+	GAS VALVE
+	MONITORING WELL
+	MARKER POST
+	OLD CONCRETE BASE
+	POST
+	TIE-DOWN
+	SIGN
+	WATER STAND PIPE
+	WATER VALVE
+	HYDRANT
+	STORM SEWER INLET/CATCH BASIN
+	STORM SEWER MANHOLE/STRUCTURE
+	SANITARY/STORM MANHOLE
+	LITE OR LIGHT POLE
+	UTILITY / POWER POLE
+	GLY WIRE
+	AIR CONDITIONING UNIT
+	COMMUNICATIONS PEDESTAL/BOX
+	ELECTRIC PEDESTAL/BOX OR ELECTRIC METER
+	GENERATOR UNIT
+	GAS METER
+	UTILITY HAND-HOLE STRUCTURE
+	PAD-MOUNTED TRANSFORMER
+	POTABLE WELL
+	END OF UTILITY LOCATE MARKING
+	UTILITY CONTINUES (LOCATION COULD NOT BE VERIFIED)
+	DECIDUOUS TREE
+	PROPOSED SOIL BORING LOCATION (STAKED IN FIELD)

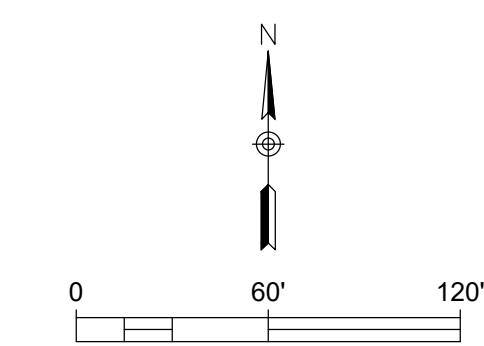


EXHIBIT A

EXHIBIT B MAINTENANCE RESPONSIBILITY MATRIX

Except as otherwise provided for in this *Maintenance Responsibility Matrix*, Lessee shall, at its sole cost and expense, keep all the systems, utilities, finishes, fixtures and improvements, pertaining to the Premises, in first class repair, operating condition, working order and appearance, and in form and function for which the systems, utilities and Improvements were designed, whether or not such was installed or constructed by Lessee. County shall not have any responsibility for maintenance, repair, or replacement of any system, utility, or Improvement on the Premises unless expressly stated in this Maintenance Matrix or otherwise provided for in the Lease. All items not expressly assigned to County in this Maintenance Responsibility Matrix or maintenance necessitated by the negligent or intentional act or omission of Lessee or the employees, agents, invitees or contractors of Lessee, are the exclusive responsibility of Lessee in accordance with the requirements set forth herein, including, but not limited to any systems, utilities, and Improvements outside of the Premises, as applicable.

MAINTENANCE RESPONSIBILITY MATRIX		MAINTAINED BY	
1. CUSTODIAL SERVICES		COUNTY	LESSEE
1.1.	General conditions, orderly, neat, clean, sanitary, and free from rubbish, dirt, and hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.2.	Windows – cleaning of interior and exterior glass, repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.3.	Flooring cleaning, maintenance, installation, and replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.4.	Restrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.5.	Walls, ceiling, floors, doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.6.	Trash, waste, recycling, including collection, sorting, separation, recycling, and removal of trash/recyclable materials off-airport	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ELECTRICAL SYSTEMS		COUNTY	LESSEE
2.1.	Power from boundary of Premises, including conduit and wiring, sub panels, power outlets, switches, and all interior lamps	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.2.	Lighting throughout Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. FIRE SYSTEMS AND SAFETY		COUNTY	LESSEE
3.1.	Sprinklers (heads and piping)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.2.	Alarm and detection system	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.3.	Fire extinguishers, installation, maintenance, and replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.4.	Safety: all emergency exits open and accessible; battery replacement and tamper prevention of smoke or carbon monoxide detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. HVAC SYSTEMS		COUNTY	LESSEE
4.1.	Heating, ventilation, air conditioning systems, associated controls, including central systems, package and window units	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. BUILDINGS/STRUCTURES AND SECURITY		COUNTY	LESSEE
5.1.	Non-County perimeter fencing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.2.	Airport perimeter fencing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.3.	Lessee installed access control equipment and operation	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT B MAINTENANCE RESPONSIBILITY MATRIX

5.4.	Key control, additional or replacement keys, lock changes or repairs, includes all interior and exterior locks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.5.	Exterior roofs, siding, gutters, painting, windows, drains, walkways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.6.	Interior space, including doors, door operation, windows, ceilings, floors, and walls, including painting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.7.	Building structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	WATER SYSTEMS	COUNTY	LESSEE
6.1.	Plumbing system and supply within Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.2.	Plumbing system and supply outside of Premises, unless repair, replacement, or maintenance required is a result of Lessee activities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	UTILITY SYSTEMS	COUNTY	LESSEE
7.1.	Storm sewers, sanitary sewers, potable water, natural gas meters, and other site utilities within Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.	LANDSCAPE/HARDSCAPE	COUNTY	LESSEE
8.1.	Control of snow and ice on all walkways, steps, loading areas serving the Premises and all other areas not readily accessible to plows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2.	Aircraft ramps – preventive maintenance, repair, rehabilitation, resurfacing, repaving, and/or replacement necessary to maintain pavement in an adequate condition for the safe and efficient operation of aircraft equivalent airplane design group of the aircraft registered in accordance with Section 6.6; painting including restriping, lighting, cleaning, refuse removal, control of snow and ice	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.3.	Parking lots and access ways preventive maintenance, repair, resurfacing, repaving, replacement, painting including restriping, lighting, cleaning, refuse removal, and control of snow and ice	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.4.	Mowing grass, maintaining other landscaping features in a neat and aesthetically pleasing condition, consistent with Airport Wildlife Management Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.	SIGNAGE	COUNTY	LESSEE
9.1.	Lessee signs: overall condition, frame, supports, name plate, foundation, electrical service, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>