

LEASE AGREEMENT

Between

MILWAUKEE COUNTY

And

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

MILWAUKEE COUNTY
DEPARTMENT OF TRANSPORTATION
AIRPORT DIVISION

General Mitchell International Airport
Milwaukee, Wisconsin

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THIS LEASE AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20__, by and between MILWAUKEE COUNTY, a municipal corporation in the State of Wisconsin (hereinafter called "Lessor" or "County"), and The Northwestern Mutual Life Insurance Company, whose principal address is 720 East Wisconsin Avenue, Milwaukee, WI 53202 (hereinafter called "Lessee").

W I T N E S S E T H :

THAT, for the considerations hereinafter set forth, the mutual covenants herein contained, and the rentals and fees to be paid to Lessor by Lessee as hereinafter stipulated, it is mutually understood and agreed between the parties hereto as follows:

1. DESCRIPTION OF LEASED PREMISES
Lessor hereby leases, demises, and lets unto Lessee, and Lessee hereby hires and takes from Lessor, certain lands situated on the premises of General Mitchell International Airport, comprising approximately 165,357 square feet of land, together with the right of ingress thereto and egress therefrom, all as shown on the illustration marked Exhibit "A" hereto attached and made part hereof, all of which is hereafter referred to as the "Leased Premises."
2. TERM OF AGREEMENT
Subject to earlier termination as hereinafter provided, this Agreement shall be for a term of five (5) years, commencing upon the date of Lessor's approval of the plans for Lessee's proposed hangar structure ("Commencement Date"); provided, however, that Lessee shall have the right to renew this Agreement for four (4) additional terms of five (5) years upon the same terms and conditions; provided that such option to renew shall be exercised in writing to Lessor not less than sixty (60) days prior to the expiration of said Agreement.
3. USE OF PREMISES
 - A. Except as may be otherwise specifically authorized or limited

hereinafter, Lessee shall use the Leased Premises to construct, operate and maintain for its use an aircraft hangar, together with necessary appurtenant facilities, for the purpose of storing, servicing, and performing maintenance on aircraft owned, leased, rented, or operated, by and for the exclusive use of Lessee.

- B. Lessee agrees that it will enter into an Agreement for the Issuance of a Commercial Operating Permit with Lessor for each commercial activity which lessee wishes to perform at General Mitchell International Airport and for which General Mitchell International Airport issues Commercial Operating Permits. Lessee shall have the right, but not exclusively, to perform Commercial Aeronautical Activities upon entering into an Agreement for the Issuance of a Commercial Operating Permit with Lessor. In the performance of such services, Lessee shall maintain the proper specifications and certifications as described in the Federal Aviation Regulations, and shall adhere to and be governed by the Agreement for the Issuance of a Commercial Operating Permit and the "Schedule of Minimum Standards For Commercial Aeronautical Activities on Milwaukee County's Airports" as adopted by the Milwaukee County Board of Supervisors on July 12, 1966, under File No. 66-578, as they now exist or as may be hereafter amended, modified, or otherwise changed by said Board , or any successor thereto.
- C. The rights identified in this Agreement shall extend only to the aircraft identified by Lessee under the provisions of subparagraph E. of this paragraph 3. hereof. The storage of any other aircraft in said hangar or the use of said hangar for purposes other than that use specifically contemplated in this Agreement is prohibited without the prior consent of the Airport Director. The Airport Director shall have the right to order the immediate removal from said hangar of any unauthorized aircraft, equipment, materials, or supplies stored therein. Violation by Lessee of the provisions of this Paragraph 3 shall be cause for termination of this Agreement.

- D. No outside tie down of aircraft is permitted within said leased area.
- E. This Agreement will not be enforceable by Lessee until Lessor is in receipt of the following information in the form and detail satisfactory to the Airport Director:
 - (1) The model, make, serial number, and "N" number of the aircraft which will be stored in the hangar leased hereunder.
 - (2) 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 Federal Aviation Administration (FAA) or the State of Wisconsin or both, as the case may be.
 - (3) In the event said aircraft is rented or leased from another party or parties for the private use by Lessee, then Lessee shall furnish to the Airport Director 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 the Airport Director from time to time.
 - (4) 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 said Airport Director in the same detail as required in this Paragraph 3, subject to any additional information or requirements as said Airport Director may request or impose.

4. NONEXCLUSIVE USE

This Agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of said Airport other than those premises leased exclusively to Lessee hereunder. Lessor reserves and retains the right for the use of the Airport by others who may desire to use the same

pursuant to applicable laws, ordinances, codes, and rules and regulations pertaining to such use.

5. RENTAL

- A. Commencing upon the Commencement Date, and ending June 30, 2016, Lessee agrees to pay Lessor an annual ground rent of Thirty-Four and 08/100 Cents (34.08¢) per square foot per annum for the 165,357 square feet of land described herein, which amounts to an annual rental of Fifty-Six Thousand Three Hundred Fifty-Three and 67/100 Dollars (\$56,353.67) or Four Thousand Six Hundred Ninety-Six and 14/100 (\$4,696.14) per month.
- B. Commencing July 1, 2016, and each July 1 thereafter, said rental shall be adjusted by Lessor based on the percentage increase or decrease in the January Consumer Price Index (All Urban Consumers) for the Milwaukee area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the generally accepted national replacement or successor index, as readjusted to the base month and computed by comparison of the January index with the index of the preceding January.
- C. Rentals shall be paid annually in advance on or before July 1st of each year. All remittances shall be made payable to the County of Milwaukee at:

General Mitchell International Airport
P.O. Box #78979
Milwaukee, Wisconsin 53278-0979.

- D. Interest. Unless waived by the County Board of Supervisors, or any successor thereto, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Agreement with County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in

Subsection 74.47(1), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

- E. Penalty. In addition to the interest described above, Lessee may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with County, as may be determined by the administrator of this Agreement, or his designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month, or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.47(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- F. Nonexclusivity. This provision permitting collection of interest and penalty by County on delinquent payments is not to be considered County's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

6. INGRESS AND EGRESS

Subject to rules and regulations governing the operation, use, and control of General Mitchell International Airport, and subject further at all times to the Airport Director's approval and control, Lessee shall at all times have ingress to and egress from the Leased Premises over Lessor-provided facilities and the further right of ingress to and egress from the landing area over existing taxiways for aircraft owned, leased, rented, or operated by Lessee. Such taxiways shall be used in common with other Airport tenants and others authorized to use the airfield facilities, and Lessee shall in no way obstruct or in any manner interfere with the rights and privileges granted and accorded such other users by Lessor.

7. TEMPORARY USE OF PREMISES FOR STORAGE

In the event that Federal regulations temporarily prohibit the use of the landing area on the Airport by privately owned airplanes of types similar to Lessee's airplanes, Lessee may at its option use its hangar on the hereinabove Leased Premises for general storage purposes, but such permitted use shall terminate at once upon the cessation of such prohibitory Federal regulations.

8. FUEL AND OIL FACILITIES

Lessee shall have the option to install and utilize aviation fuel and oil storage and dispensing facilities in its leasehold areas or install additional or replacement aviation fuels and oil storage and dispensing facilities to serve its requirements only, at such location on the Airport as shall be approved by Lessor's Airport Director, and in the event that such option is exercised, Lessee agrees that it shall comply with the conditions and requirements hereinafter set forth, to wit:

- A. Lessee shall adopt every reasonable safeguard and precaution in the storing and handling of aviation fuels and oil and will abide by all applicable Federal, State and local codes and regulations, and Airport rules and regulations, governing the installation of said facilities and the handling and storing of said products. Storage of aviation fuels will be permitted in underground tanks only. Trucks or other types of mobile units may be used, if necessary, for transporting aviation fuels from such underground tanks to Lessee's planes for the servicing thereof.
- B. Lessee shall maintain an accurate record of all deliveries of aviation fuels and oil to it on the premises of the Airport, which record shall be subject to examination and audit at the pleasure of the Lessor at reasonable hours.
- C. On or before the 10th day of the calendar month next succeeding the month during which such aviation fuels and oil were so delivered, Lessee shall file with Lessor's Airport Director a report evidencing the total number of gallons of aviation fuels and oil delivered to it during the month electronically to:

reports@mitchellairport.com. Each such report shall be accompanied, at the election of Lessee, by either true and correct copies of all vendor's invoices covering deliveries of aviation fuels and oil to it, or in lieu thereof, true and correct copies of vendor's delivery tickets covering all such deliveries, showing the complete information as to name and address of vendor, date of delivery, and kind and quantity of product delivered and excluding only, if desired by Lessee, information as to unit price and total amount charged by the vendor to said Lessee, said delivery tickets to be certified by Lessee. All such monthly reports, invoices and/or certified delivery tickets shall be retained by the Lessor for its own records.

- D. Lessee shall pay to Lessor such gallonage fees for oil and aviation fuels as shall from time to time be fixed by County ordinance, the present rates being Seven Cents (\$.07) per gallon of aviation fuels delivered and Six Cents (\$.06) per gallon of oil delivered to Lessee. Said payment shall be based on Lessee's monthly reports as provided for in subparagraph C. of this paragraph 8 and shall be made by Lessee to the County of Milwaukee, General Mitchell International Airport, Box 78979, Milwaukee, WI 53278-0979, on or before the tenth day of the calendar month next succeeding the month in which said aviation fuels and oil were delivered to Lessee.
- E. Lessee agrees that it shall not furnish aviation fuels and oil to others, except to those who own, lease, rent or operate aircraft for exclusive use of Lessee, it being expressly understood that the permission granted herein is intended to authorize the storage of said products for use in airplanes owned, leased, rented or operated exclusively by or for Lessee.
- F. Lessee further agrees that in the event of the abandonment of said underground tanks, pipes and dispensing equipment at any time by Lessee, it shall at its own expense provide for the removal thereof, fill in excavations and restore the ground surface to its

condition prior to such removal.

- G. Lessee is responsible for and agrees to immediately comply with all Federal, State, and local laws regarding the use, maintenance and monitoring of underground storage tanks, and will correct any deficiencies which presently may exist.
- H. In the event Lessee shall pay landing fees to Lessor in accordance with a separate operating license/agreement between Lessee and Lessor which, among other things, provides for the payment of landing fees, the provisions of subparagraph D. of this paragraph 8. are inapplicable.

9. LANDSCAPING

Lessee shall provide at its own cost and expense for landscaping said Leased Premises. Lessee shall maintain the Leased Premises at all times in a safe, neat, and sightly condition, and shall not permit the accumulation of exposed trash, ashes, debris, or junk on said Leased Premises. Lessee shall at its own cost and expense provide for the removal of all trash, ashes, debris and junk from the Leased Premises to a disposal site off the premises of the Airport.

10. OTHER BUSINESS OR ACTIVITIES

Lessee shall not at any time engage in any business or activity on the Leased Premises or anywhere upon the premises of General Mitchell International Airport other than those activities specifically authorized and contemplated under the terms of this Agreement without first securing written authorization from Lessor's County Board of Supervisors, or any successor thereto

11. OBLIGATIONS OF LESSEE

A. Repairs and Maintenance

Lessee shall provide at its own cost and expense for the repairs and maintenance of said Leased Premises. Lessee shall be responsible, at its cost, wholly and totally and without expense to Lessor, for the repair and upkeep of its hangar and all other

improvements thereon, including all structural elements of said hangar, ordinary wear and tear excepted, to the reasonable satisfaction of Lessor's Airport Director. Lessor shall give Lessee thirty (30) days' advance written notice to commence and diligently pursue correction or curing of the repair or upkeep of said Leased Premises, hangar structure, or improvements. It is expressly agreed by the parties hereto that if said Leased Premises and improvements thereon shall not be so kept or cured by Lessee, Lessor may enter upon the Leased Premises or improvements thereon, after reasonable notice to Lessee (without such entering causing or constituting a termination of this Agreement or interference with the possession of said premises by Lessee) and do all things necessary to restore the Leased Premises or improvements thereon to the condition herein required, charging the cost and expense thereof to Lessee, and Lessee agrees to pay Lessor all such costs and expenses in addition to the rentals, fees, and charges provided herein. Lessee shall be responsible at its cost for mowing, weed control, and snow plowing or removal within the confines of said Leased Premises.

B. Utility Services

Lessee shall and will pay promptly to the respective utility companies or County as may be required for metered gas, electric, and water services, including sewer charges, and telephone services, when and as due bills are presented to it.

C. Taxes, Licenses, and Permits

Lessee shall pay all personal property taxes which may be assessed against its equipment, merchandise, or other personal property located on said Leased Premises or other permitted portions of the Airport and such real estate taxes or assessments as may be levied against improvements owned by Lessee and erected on Lessor-owned land. Lessee shall obtain and pay for all licenses, permits, fees, or other similar authorizations or charges required under Federal, State, or Local laws and regulations insofar as they are necessary

to comply with the requirements of this Agreement and the privileges extended hereunder.

D. Compliance with Laws, Ordinances, Codes, and Other Regulatory Measures

Lessee shall comply with, at all times, and at no time permit at or on the Leased Premises any violation of, the pertinent codes, laws, and regulations of the United States of America, the State of Wisconsin, the County and City of Milwaukee, and all applicable codes, regulations, and ordinances of same, and the rules and regulations governing the operation of General Mitchell International Airport as they currently exist or as they may be amended from time to time.

E. Hazard Lighting

Lessee shall provide and maintain hazard lights on the hangar structure at its highest point if required by Lessor. Said lights shall comply with the specifications and standards established by the FAA or its successor government agency delegated with such functional authority.

F. Signs, Poles, Antennas, Etc.

Lessee shall be allowed to erect suitable identification signs, illuminated or non-illuminated, the form, type, size, and method of installation of such signs to be subject to prior approval of Lessor's Airport Director. Lessee shall not erect any poles, wires, floodlights, or other outside lighting, antennas, or other fixtures on the Leased Premises without the prior written consent of Lessor's Airport Director.

G. Assignment and Subletting

- (1) Lessee shall not assign this Agreement in whole or in part without the prior written consent of Lessor evidenced by resolution that has been fully adopted in all respects by its Board of Supervisors or any successor thereto. Unless otherwise agreed, no assignment shall be approved unless Lessee shall remain liable to Lessor for the payment of

rentals, fees, and charges provided herein or as may have been renegotiated as well as all other terms, conditions, responsibilities, liabilities, or warranties and representations so recited herein, in the event the assignee shall not have made such payments or fulfilled such responsibilities or conditions in the time and manner provided herein. Further no request for or consent to an assignment shall be considered unless Lessee shall have first paid all rentals, fees, and charges which have accrued in favor of Lessor to the date of assignment and Lessee shall have otherwise met all other legal obligations to be kept, performed, and observed by it under the terms and conditions of this Agreement.

(2) Lessee shall not sublease any portion of the Leased Premises or improvements thereon.

H. Improvements and Construction

Lessee shall not construct any new buildings or place any additional improvements or structures upon the Leased Premises without the written approval of the Lessor through Lessor's Airport Director.

12. EMINENT DOMAIN

- A. In the event that the United States of America or the State of Wisconsin shall acquire title to General Mitchell International Airport or that portion thereof leased to Lessee, by exercise of eminent domain or any other power, Lessee shall have no right of recovery whatsoever against Lessor but shall make its claim for compensation solely against the United States of America or the State of Wisconsin, as the case may be.
- B. If Lessor at any time during the term of this Agreement shall determine by resolution of its County Board, or any successor thereto, that it needs the use of the Leased Premises for whatever purpose, including but not limited to relocation or

extension of any of the facilities of the Airport, or if it shall determine by resolution of its said County Board, or any successor thereto, that termination of this Agreement or any renewal thereof is, in good faith, necessary to secure Federal financial aid for the development and promotion of aeronautical operations thereon, Lessor shall have the right to terminate this Agreement upon one hundred twenty (120) days' advance written notice to Lessee. Upon early termination of this Agreement for any of the reasons stated in this Subparagraph B., Lessee shall be entitled as its sole compensation to the reasonable value of its leasehold interest computed and/or appraised at its present value upon termination. Lessor and Lessee shall select a mutually agreeable appraiser to determine the present value of said remaining leasehold interest, and said determination to reflect any contingency for hazardous materials abatement required for the improvements. Lessor shall remit said compensation to Lessee within sixty (60) days of the appraiser's determination and calculation. Title of Lessee to the hangar upon the Leased Premises as of the date of such compensation shall immediately vest in Lessor without further proceedings or conveyance.

13. OBLIGATIONS OF LESSOR

Lessor shall keep and maintain the Airport and its appurtenances, including lighting, runways, taxiways, and roadways, in such condition during the term of this Agreement as will permit the safe landing and takeoff of aircraft using the Airport; provided that in the event of snowstorms, Lessor shall have a reasonable time within which to clear the several Airport runways, taxiways, and roadways, it being understood that priority shall be given to the public terminal access roadways and to runways, taxiways, and terminal apron areas used by the commercial airlines operating on the Airport.

14. RIGHTS AND PRIVILEGES OF LESSOR

The following rights and privileges are expressly reserved to Lessor.

- A. The right to further develop or improve the landing area and other portions of the Airport provided it does not unreasonably hinder Lessee's use of the airfield, the area herein leased, and the means of access thereto as herein contemplated.
- B. Lessor, while it is the owner and operator of the Airport, shall maintain and keep in repair the landing area of the Airport and all publicly owned facilities thereon. If Lessor shall voluntarily sell the Airport to a third party during the term of this Agreement, it shall and will insert a condition in the deed on conveyance requiring the purchaser to so maintain and keep in repair said landing area during the term of this Agreement.
- C. The right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- D. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the U.S. Government for military or naval use; and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
- E. Lessor, its officers, agents, and employees, shall, at any and all reasonable times and with prior notice, have the right to enter upon the Leased Premises hereunder to the extent necessary to protect Lessor's rights and interests, to provide for periodic inspection of the premises for fire protection purposes, and to investigate compliance with the terms of this Agreement.
- F. Lessor, its officers, agents, and employees, shall, at any and all reasonable times and with prior notice, have the right to enter upon the Leased Premises hereunder to extent necessary to protect Lessor's rights and interests, to conduct compliance audits to

ensure that the terms of this Agreement are being met.

15. GOVERNMENTAL FACILITIES

In the event the Federal Government discontinues the provision and operation of air traffic controls, navigational aids, and other Airport facilities, which are now or may hereafter be furnished by it, Lessor shall not be required or obligated to furnish such facilities and services after discontinuance thereof by the Federal Government.

16. INDEMNITY AND INSURANCE

A. Lessee agrees to the fullest extent permitted by law to indemnify, defend and hold the Lessor harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorneys fees, by reason of claims made under worker compensation law and/or liability for damages or loss including suits at law or in equity, to the extent caused by any wrongful, intentional, or negligent act or omission of Lessee, or its agents which may arise out of or are connected with the activities or operations of Lessee covered by this Agreement, including any claim or award of damages arising out of US patent, trademark or copyright infringement, all without the Lessor waiving any governmental immunity or other right available to the Lessor under Wisconsin Law.

B. Without limiting the Lessee's obligation to indemnify the County of Milwaukee, and prior to the commencement of any operations, under this Agreement, Lessee shall furnish an original or electronic copy of Certificate(s) of Insurance to the Airport, which shall be completed by a broker or an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed directly from

the agent to the Airport. The Airport shall have no duty to perform under this Agreement until such certificate shall have been delivered to the Airport, and no officer or employee other than the Risk Manager shall have authority to waive this requirement.

C. County reserves the right to review the insurance requirements of this section during the effective period of this Agreement and any extension or renewal hereof, and to modify insurance coverage and their limits when deemed necessary and prudent by County's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will County allow modification whereupon the Airport may incur increased risk.

D. Lessee's financial integrity is of interest to the County, therefore, subject to Lessee's right to maintain reasonable deductibles in such amounts as are approved by the County, Lessee shall obtain and maintain in full force and effect for the duration of this Agreement and any extension thereof, at Lessee's sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated A or better by A.M. Best Company and/or otherwise acceptable to Lesser, in the following types:

TYPE OF INSURANCE

LIMITS OF LIABILITY

Commercial General Liability	
Bodily Injury & Property Damage	\$5,000,000 Each Occurrence (CSL) \$5,000,000 Annual Aggregate
Aircraft Liability	
Bodily Injury & Property Damage	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate

Environmental Impairment Liability	
Environmental Impairment Liability	\$1,000,000 Each Occurrence (CSL)
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate
Workers Compensation	
Workers Compensation	Statutory \$100/\$500/\$100

Notwithstanding anything contained hereinto the contrary, Lessee may carry Commercial General Liability coverage at \$1,000,000 per occurrence and \$5,000,000 aggregate so long as Lessee also carries a \$10,000,000 Excess Liability layer. Auto Liability coverage of \$1,000,000 per occurrence and \$5,000,000 aggregate is also acceptable with \$10,000,000 Umbrella layer.

- E. The Airport shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the Airport, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by Airport, the Lessee shall exercise reasonable efforts to accomplish such changes in policy, and shall pay the cost thereof.

- F. Lessee agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:
 - (1) Name the County of Milwaukee and its officers, employees, agents and elected representatives as additional insured's as

respects operations and activities of, or on behalf of the named insured performed under contract with the Airport, with the exception of the worker's compensation and property insurance policy;

- (2) The Lessee's insurance shall be deemed primary with respect to any collectible insurance or self-insurance carried by the County of Milwaukee for liability arising out of Lessee's operations under the contract with the Airport; and
- (3) Worker's compensation and employers' liability policy will provide a waiver of subrogation in favor of the County of Milwaukee.

G. Lessee shall notify the County in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the Airport at the following address:

Airport Properties Manager
General Mitchell International Airport
5300 S. Howell Avenue
Milwaukee, WI 53207-6189

H. The proceeds for any such insurance, paid on account of fire, explosion or other damage shall be used to defray the cost of repairing, restoring or reconstructing said improvements, as necessary.

I. It is expressly understood and agreed that all operations of Lessee under this Agreement between Airport and Lessee shall be covered by such policies of insurance or self-insurance as

approved by the County's Risk Manager and that all personal property placed in the Leased Premises shall be at the sole risk of Lessee. The procuring of policies of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Agreement. Lessee's obligations are notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Airport.

J. County shall insure or cause to be insured at all times during the term of this Agreement, with a responsible insurance company, companies, or carriers authorized and qualified under the laws of the State of Wisconsin to assume the risk thereof, to the extent insurable, all of County's buildings, structures, fixtures and fixed equipment on the Airport System against direct physical damage or loss from fire and against the hazards and risks covered under extended coverage in an amount of the insurable value of the property. Provided, however, that County may self-insure the policy deductible, and if it shall do so, and if there shall be a physical damage or loss from fire or hazards or risks of less than the deductible, the said loss shall become part of the residual cost for the year of said loss and charged against the appropriate Cost Center; provided further that if at any time County shall be unable to obtain insurance coverage to the extent above required, County shall maintain such insurance to the extent reasonably obtainable.

17. ENVIRONMENTAL IMPAIRMENT AND HAZARDOUS MATERIAL FINANCIAL AND LEGAL RESPONSIBILITY

A. Definitions

- (1) "Hazardous Material" means any substance: (i) the presence of which requires investigation or remediation under any Federal, State or Local statute, regulation, ordinance,

order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or Local statute, regulation, or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.*), and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on the Leased Premises under this Agreement or other property owned or leased by Lessor causes or threatens to cause a nuisance upon the Leased Premises or poses or threatens to pose a hazard to the Leased Premises or to the health or safety of persons on or about the Leased Premises; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

- (2) "Environmental Requirements" means all applicable past, present, and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited

to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

- (3) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), fees, and expenses of defense of any claim and of any settlement or judgment, including without limitation attorneys' fees and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Leased Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Requirements pertaining to the Leased Premises including without limitation: (i) damages for personal injury, or injury to property or natural resources occurring upon or off the Leased Premises, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, interest and penalties, including, but not limited to, claims brought on behalf of employees of Lessee or Lessor; (ii) diminution in the value of the Leased Premises, and damages for the loss of or restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Leased Premises; (iii) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other fees incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including, but not limited to, the preparation

of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any Federal, State, or Local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Leased Premises or otherwise expended in connection with such conditions; (iv) liability to any third person or governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this subparagraph.

B. Representations and Warranties

- (1) With the exception of any prior activities of any previous lessee, or current lessee, involving Hazardous Materials or to the extent such activities have caused Environmental Damages, Lessor hereby represents to Lessee that, to the best of its knowledge, as of the date hereof, the Leased Premises are free of any adverse environmental conditions and that there are no Hazardous Materials upon, or beneath the Leased Premises.
- (2) Lessor represents and warrants that it has all permits and licenses required to be issued to it by any governmental authority on account of any and all of its activities on the Leased Premises and other properties at General Mitchell International Airport, and that it is in full compliance with the terms and conditions of such permits and licenses. No change in the facts or circumstances reported or assumed in the application for or gathering of such permits or licenses exists, and such permits and licenses are in full force and effect.
- (3) Any foregoing representations and all warranties as set forth in this Paragraph 17 shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of Lessor's interest in the Leased Premises or other

properties adjacent thereto (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise), except as to such representations and warranties as may be affected by any investigation by or on behalf of either party, or by any information which either party may have or obtain with respect thereto.

C. Financial and Legal Responsibility of Lessor and Lessee

(1) Lessor's Financial and Legal Responsibility

- (a) Except for prior activities of Lessee with regard to the Leased Premises which created or could have created Environmental Damage, Lessor shall, subject to any claim it may have against any other party, bear financial responsibility and legal liability for any and all Environmental Damages arising from the presence of Hazardous Materials upon or beneath the Leased Premises which are caused by Lessor or which migrate thereto from any source, or arising in any manner whatsoever out of the violation of any Environmental Requirements applicable to and enforceable against Lessor, which pertain to the Leased Premises and activities thereon, during the term of the Agreement.
- (b) Without limiting the generality of the foregoing, this responsibility provided by this subparagraph shall also specifically cover costs incurred in connection with:
 - (i) Except as identified in subparagraph B(1) of this Paragraph 17, those Hazardous Materials present or reasonably suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises prior to Lessee's initial and continuous occupancy of same; or
 - (ii) Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move onto the Leased Premises, including by way of discharge, dumping,

or spilling, accidental or otherwise, either before or during the term of this Agreement, as a result of Lessor's, its agent's, employee's, Lessee's (except Lessee), and predecessors in interest's, invitee's, successor's and assign's intentional or negligent acts, omissions, or willful misconduct.

(c) In no event will Lessor bear financial responsibility or legal liability for Hazardous Materials present or Environmental Damage that is the result of any wrongful, intentional, or negligent act or omission, willful misconduct, direct or indirect acts of Lessee or its agents, representatives, employees, contractors, subcontractors or invitees.

(2) Lessee's Financial and Legal Responsibility

(a) Lessee shall bear financial responsibility and legal liability for any and all Environmental Damages arising from the presence of Hazardous Materials upon or beneath the Leased Premises, caused by Lessee, its agents, employees, or invitees, or arising in any other manner whatsoever out of the violation of any Environmental Requirements applicable to and enforceable against Lessee, which pertain to the Leased Premises and activities thereon, during the term of the Agreement.

(b) Without limiting the generality of the foregoing, this responsibility provided by this subparagraph shall also specifically cover costs incurred in connection with:

(i) Those Hazardous Materials present or reasonably suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises after Lessee's initial and continuous occupancy of same; or

(ii) Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move from the Leased Premises to other areas within or adjacent to the Airport, including by way of discharge, dumping, or spilling, accidental or otherwise, during the term of this Agreement, as a result of Lessee's, its agent's, employee's, in interest's, invitee's, successor's and assign's intentional or negligent acts, omissions or willful misconduct.

(c) In no event will Lessee bear financial responsibility or legal liability for Hazardous Materials present or Environmental Damage that is the result of any wrongful, intentional, or negligent act or omission, willful misconduct, direct or indirect acts of Lessor or its agents, representatives, employees, contractors, subcontractors or invitees.

(3) Such financial responsibility shall include, but not be limited to, the burden and expense of defending all suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against Lessee or Lessor and its partners and their respective directors, officers, shareholders, employees, legal successors, assigns, agents, contractors, subcontractors, experts, licensees and invites, and obligation to remediate as further described in subparagraph D of this paragraph 17.

Such financial responsibility shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Leased Premises or other properties adjacent thereto (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise).

D. Obligation to Remediate

- (1) Subject to and as a result of subparagraph C. of this paragraph 17, Lessor shall at its sole cost and expense, promptly take all actions required by any Federal, State, or Local governmental agency or political subdivision or actions reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Leased Premises consistent with the terms of this Agreement, arising from the presence upon, or beneath the Leased Premises, or other properties adjacent thereto subject to the jurisdiction of the Lessor, of a Hazardous Material or by failure to comply with Environmental Requirements, which were caused by Lessor, its agents, employees, lessees (except Lessee), predecessors in interest, contractors, invitees, successors, and assigns, except to the extent caused by the Lessee, and/or its directors, officers, shareholders, employees, agents, contractors, subcontractors, experts, licensees and invitees. This obligation to remediate shall include the offsite migration of Hazardous Materials onto the Leased Premises regardless of the cause, unless caused by Lessee. Lessor, in its performance of the above-described obligations, shall not unreasonably disrupt Lessee's operations.
- (2) To the extent caused by the Lessee and/or its directors, officers, shareholders, employees, agents, contractors, subcontractors, experts, licensees and invitees, Lessee shall at its sole cost and expense, promptly take all actions required by any Federal, State, or Local governmental agency or political subdivision or actions reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Leased Premises or other areas within the Airport or adjacent thereto consistent with the terms of this Agreement, arising from the presence upon, or beneath the Leased Premises, of a Hazardous Material or by failure to comply

with Environmental Requirements, and Lessee shall promptly pay any fines, forfeiture or penalties occasioned thereby. This obligation to remediate shall include the offsite migration of Hazardous Materials onto other areas within the Airport or that are otherwise subject to the jurisdiction of Lessor, which are caused by Lessee.

- (3) Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises and any such adjacent properties subject to the jurisdiction of the Lessor, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, monitoring or restoration work, whether on or off said properties. Lessor or Lessee, as the case may be, shall take all reasonable actions necessary to restore the Leased Premises to the condition existing prior to the introduction of Hazardous Material upon, or beneath the Leased Premises or such adjacent properties subject to the jurisdiction of the Lessor, notwithstanding any lesser standard or remediation allowable under applicable law or governmental practice or policies.

E. Lessee's Obligations and Requirements

- (1) Lessee hereby agrees and intends that it will likewise comply with and be bound to Lessor by the same obligations and requirements by which Lessor is bound to Lessee as described in subparagraphs A. through D. of this paragraph 17 as if fully set forth herein. It is the intention of the Lessor and Lessee to impose reciprocal duties, obligations, responsibility and requirements upon each other and accept same regarding financial and legal responsibility for Hazardous Materials, Environment Impairment and Damage except as otherwise provided herein.
- (2) Ninety (90) days prior to the termination of this Agreement

for any reason, whether by Lapse of Time or otherwise, Lessee shall, at its sole cost and expense, provide a Phase I and/or Phase II (if required by Lessor), Environmental Site Assessment (ESA) or its equivalent performed by a mutually agreed upon and acceptable consultant. In the event said ESA indicates a condition that is violative of any of the terms, conditions or covenants of this paragraph, Lessee shall have the Obligation to Remediate as further described herein. In the event of an immediate termination, Lessee shall have a reasonable amount of time to comply with the requirements of this subsection.

F. Notification

If either Lessee or Lessor shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Lessor or Lessee for Environmental Damages in connection with the Leased Premises or adjacent properties, or past or present activities of any person thereon, including, but not limited to, notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction relating to same, then Lessor or Lessee shall deliver to the other party, within thirty (30) days of the receipt of such notice or communication, written notice of said violation, liability, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of either party to defend or otherwise respond to any such notification.

G. Lessee shall submit Hazard Communication Standard 29 CFR 1910.1200 Material Safety Data Sheet on each chemical substance present to the General Mitchell International Airport Fire Department.

18. LIABILITY FOR THEFT AND DAMAGE

Lessee shall and does assume full responsibility for any and all aircraft owned, leased, or operated by Lessee, which may be stored, parked or tied down on any portion of the Leased Premises against any damage whatsoever, including loss by theft of either aircraft or contents.

19. NOISE ABATEMENT

- A. Lessor and Lessee agree that Lessor does not, in any manner, either expressly or impliedly, covenant or represent that the Leased Premises may be used free from any noise restrictions that may now or hereafter be in force with regard thereto and that Lessee shall bear sole responsibility for the extent of noise created by its use of the Leased Premises.
- B. Lessee shall abide with all standards established for engine run-up, engine maintenance, and noise abatement rules, regulations and procedures as set forth by Federal regulation, Milwaukee County Ordinance, and/or Airport policies developed for aircraft operations at the Airport.
- C. From time to time the County may adopt and enforce policies, rules and regulations with respect to noise abatement and use of the Airport. Lessee agrees to observe and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same including compliance with the Airport's noise abatement policies and procedures, as promulgated. Lessee agrees to observe and obey any and all such rules and regulations and all other applicable Federal, State and local rules and regulations.

20. TERMINATION BY LESSOR

Lessor, upon the happening of any of the following events, at its option, may terminate this Agreement by giving thirty (30) days' written notice to Lessee:

- A. If Lessee fails to perform, keep, or observe any of the terms, covenants, or conditions herein contained on the part of Lessee to

be performed, kept, or observed, and shall have failed to cure such default within ninety (90) days after receipt of written notice of such default from Lessor, or such other period of time agreed to, in writing, between Lessee and Lessor's Airport Director, this Agreement is hereby terminated, and, Lessee agrees to pay to Lessor immediately and Lessor accepts one year's 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, Lessor specifically reserving all other rights and remedies for all other claims and damages.

- B. If Lessee shall file a voluntary petition of bankruptcy; or if involuntary proceedings in bankruptcy be instituted against Lessee and Lessee is thereafter adjudicated a bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or if a receiver of Lessee and its assets be appointed; or if Lessee be divested of the estate herein by operation of law.
- C. Upon termination of said Agreement, Lessee shall, within thirty (30) days of termination, offer to sell to Lessor all improvements on the Leased Premises owned by Lessee and in existence at said termination date. If Lessor declines to purchase said improvements within thirty (30) days from the receipt of such offer, Lessee may, within ninety (90) days after mailing of notice of such refusal, offer to sell said improvements to a second party who has been approved as acceptable by resolution of Lessor's Board of Supervisors, and upon Milwaukee County Board, or any successor thereto, approval, Lessor shall enter into an Agreement with such second party for the lease of land on which said hangar is located at the then current land rental rates or fees.
- D. The implementation of Federal regulations temporarily prohibiting the use of the landing area on the Airport by Lessee's aircraft,

and such prohibition continues for three (3) months or more.

21. TERMINATION BY LESSEE

This Agreement shall be subject to termination by Lessee upon thirty (30) days' written notice to Lessor in the event of the happening of:

- A. The permanent abandonment of the Airport.
- B. The breach by Lessor of any of the terms, covenants, and conditions of the Agreement, which substantially interfere with Lessee's use of the Leased Premises and the failure by Lessor to remedy such breach within a period of ninety (90) days after receipt of written notice from Lessee of the existence of such breach.
- 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.
- 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 operating its aircraft and/or using its facilities provided such restriction be continued for a period of three (3) months or more.
- E. The implementation of Federal regulations temporarily prohibiting the use of the landing area on the Airport by Lessee's aircraft, and such prohibition continues for three (3) months or more.
- F. In the event Lessor fails to correct said breach, as set forth in Paragraph 21. B., Lessee may:
 - (1) Offer to sell said improvements to another party who has been approved as acceptable by resolution of Lessor's Board of Supervisors, or any successor thereto. Lessee shall continue to be liable under the terms and conditions of said Agreement until said sale is completed; or
 - (2) Upon thirty (30) days' notice to Lessor by Lessee, Lessee may abandon said leasehold interests with no further rental

obligation to Lessor hereunder; or

- (3) Lessee may remove said improvements and shall restore the surface of the Leased Premises to the satisfaction of Lessor's Airport Director. If Lessee fails to comply with this restoration provision, Lessor may make provision for said surface restoration and Lessee shall be liable to Lessor for the expense thereof.
- (4) Nothing contained herein shall prevent Lessee from exercising any other rights and remedies allowed under law.

22. TERMINATION BY LAPSE OF TIME

- A. Upon termination of this Agreement by lapse of time, Lessor may require that all improvements shall: (1) be removed from the Leased Premises by Lessee, at its cost, within one hundred eighty (180) days after said termination date and the surface of the Leased Premises shall be restored to the state of unimproved land or the satisfaction of Lessor's Airport Director, roads and aprons excepted. Said restoration does not include the removal of the concrete slab. If such removal is not completed within such one hundred eighty (180) day period, all of said improvements then remaining on such leased area may, in the discretion of Lessor, be removed by Lessor and the surface of the leased area restored as aforesaid, and Lessee shall be liable to Lessor for the expense of such removal and surface restoration; or, (2) In the event Lessor elects not to proceed under (1) herein, Lessor may retain such improvements then remaining within such leased area, title to said improvements shall immediately vest in Lessor without compensation to Lessee, said improvements being the absolute property of Lessor, and no building removal or surface restoration will be required. Such title shall be free and clear of all encumbrances created or suffered by Lessee.
- B. At least one hundred eighty (180) days prior to the end of the last renewal term of this Agreement, Lessee must give notice to Lessor of Lessee's interest in renewing said Agreement. The

parties, through their respective representatives, shall thereafter meet and negotiate the terms and conditions of a renewal Agreement; and if said representatives shall reach Agreement with respect thereto within sixty (60) days, the details of said Agreement shall be reduced to writing and, if approved, to be signed thereafter by the parties. In the event the parties do not reach Agreement within said sixty (60) days, Lessor shall notify Lessee that the Agreement will terminate at the end of the term and the provisions as they pertain to the ownership or removal of the hangar as delineated in subsection A. of this Paragraph 22 shall apply.

- C. During the one hundred eighty (180) day removal period as delineated in subparagraph A. of this Paragraph 22, all terms and conditions of this Agreement shall continue to apply.

23. SALE OF HANGAR

If, within the term of this Agreement, Lessee should desire to sell the hangar located on the Leased Premises, the applicable conditions of subparagraph G. of paragraph 11 as it pertains to the assignment of the Lease shall prevail. Additionally, in the event that Lessee sells the hangar to a new owner, it is acknowledged and accepted by Lessee that Lessor will not be obligated to extend the lease term to the new Lessee beyond the lease term established in this Agreement.

24. RESTORATION OF DAMAGED PREMISES

- A. In the event of damage to the buildings or other improvements on the Leased Premises by fire, windstorm, flood, explosion, or other cause, and said buildings and improvements are capable of being repaired, Lessee shall, within one hundred eighty (180) days from the date of such damage, commence and diligently pursue to repair and rehabilitate said building and improvements to the approximate condition that existed prior to such damage.
- B. If said building and improvements are damaged to such extent that they are not capable of being repaired and Lessee elects not to

rebuild them, Lessee shall immediately pay Lessor a sum of money equivalent to the then current one-year annual rental, and Lessor accepts same as liquidated damages. This shall extinguish any further liability or obligation of Lessee for further rentals only and Lessor reserves all other rights and remedies for all other claims and damages, and thereafter Lessee, at its own cost, shall remove the remains of said building and improvements from the Leased Premises as hereinabove provided in subparagraph A.(1) of paragraph 22.

25. WAIVERS

- A. The acceptance of rentals and fees by Lessor for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Lessee shall not be deemed a waiver of any rights on the part of Lessor to cancel this Agreement for failure by Lessee to so perform, keep, or observe any of the terms, covenants, or conditions hereof to be performed, kept, and observed by it.
- B. No waiver by Lessor of any of the terms of this Agreement to be kept, performed, and observed by Lessee shall be construed to be or act as a waiver by Lessor of any subsequent default on the part of Lessee.

26. AIRPORT SECURITY AND SAFETY

- A. Lessee covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by any Federal, State or Local agency, authority, or officer, including the Federal Aviation Administration (FAA), the Federal Transportation Security Administration (TSA), and the U.S. Department of Justice. Lessee, its employees, agents, or contractors are expressly required at all times to comply, at Lessee's or its employees' own expense, with all laws, statutes, rules, regulations, and orders, including

Federal Rules 49 CFR 1542, promulgated by an Federal, State, or Local agency, authority, or officer, including the FAA, the Federal TSA, and the U.S. Department of Justice. Should a penalty be imposed on Lessor for an incident involving Lessee's breach of security, Lessee agrees to reimburse Lessor for any and all such penalties including, but not limited to, civil fines which may be imposed upon Lessor by any state, local or federal agency, or officer, including the Federal TSA.

- B. Lessee understands and agrees that any activities under this Agreement must comply with all applicable rules, regulations, and laws. Accordingly, Lessee agrees that it will meet with the Airport Engineer prior to engaging in any activities under this Agreement and will comply with all directives issued by the Airport Engineer regarding, but not limited to, barricades, warning signs, and hazard markings; protection and restoration of property and landscape; responsibility for damage claims; environmental protection; and archaeological and historical findings.

27. AFFIRMATIVE ACTION

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 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 Part 152, Subpart E. The 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 suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. NONDISCRIMINATION

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing to services thereon, no person on the grounds of race, color, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

29. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

A. Section 56.17(1a)

In the performance of work or execution of this Agreement, the 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. The Lessee will post in

conspicuous places, available for employment notices, to be provided by the Lessor setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the Lessor to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Lessee for use in completing the Agreement.

B. Section 56.17(1d)

The 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 the Lessee's work force, where these groups may have been previously underutilized and underrepresented. The 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.

30. NOTICES

Notices to Lessor provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Airport Director
General Mitchell International Airport
5300 S. Howell Avenue
Milwaukee, WI 53207-6189

and notices to Lessee shall be sufficient if sent by certified or registered mail, postage prepaid, to

The Northwestern Mutual Life Insurance Company
720 E. Wisconsin Avenue
Milwaukee, WI 53202
Attn: Cal Schattschneider, Director - Facility Operations

With a copy to

The Northwestern Mutual Life Insurance Company
720 E. Wisconsin Avenue
Milwaukee, WI 53202
Attn: Catherine M. Young , Assistant General Counsel

or to such other respective addresses as the parties may designate to each other in writing from time to time.

31. SUCCESSORS AND ASSIGNS

This Agreement may not be assigned without the written consent of Lessor.

32. INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained; provided that the invalidity of such covenant, condition, or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

33. GOVERNMENTAL RIGHTS

Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving any rights or ownership enjoyed by Lessor in the Airport or in any manner waiving or limiting its control over the development, improvement, operation, and maintenance of the Airport or in derogation of such governmental rights as Lessor possesses, except as may be otherwise specifically provided for herein.

34. FAMILIARITY AND COMPLIANCE WITH TERMS

Lessee represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with the terms and conditions and agrees faithfully to comply with the same.

35. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

If Lessee shall default in the performance of any covenant required to be performed by it by virtue of any provision in this Agreement, Lessor may but shall not be obligated to perform the same for the account and at the expense of Lessee after first having delivered to Lessee at least thirty (30) days' written notice of intention to do so or such shorter written notice as may be appropriate under emergency conditions. If Lessor at any time is compelled to pay any sum of money or to do any act which will require the payment of any sum of money, by reason of the failure of Lessee to comply with any provision of this Agreement, or if Lessor elects to make any such payment or to take any such action, which payment or action is reasonably necessary for the protection of Lessor's interest in the Leased Premises, or if Lessor is compelled to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor, with interest at the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in Subsection 74.47(1), Wis. Stats., penalties, costs and damages, shall be deemed to be additional rent and shall be paid by Lessee to Lessor on the next date following the incurring of such expenses upon which a regular monthly rental payment is due.

36. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Lessee acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, needs, regulations and orders.

37. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Lessee or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Lessee is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

38. AUTHORITY

Lessee acknowledges that this amendment was sent for execution to the address and place (whether physical or electronic) requested by Lessee and that the person(s) signing this amendment have the full authority to do so and to bind Lessee to its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers and have affixed their corporate seals hereto as of the day and year first above written.

APPROVED:

Airport Director Date

Approved as to Execution:

DocuSigned by:
Timothy Karaskiewicz 5/15/2015
C017ABEC9DC040A...
Corporation Counsel Date

Approved with regards to Milwaukee County Ordinance Chapter 42:

DocuSigned by:
Rick Norris 5/15/2015
AD4C84D4023E430...
Community Business Development Partners Date

Approved as to Wis. Stats. §59.42:

Corporation Counsel Date

APPROVED:

**MILWAUKEE COUNTY,
a municipal corporation**

DocuSigned by:
Brian Dranzik 5/15/2015
PC008D988A73433...
By Brian Dranzik Date
Director, Dept. of Transportation

Reviewed by Risk Management:

DocuSigned by:
[Signature] 5/18/2015
E454E46A2D21462...
Risk Management Director Date

DocuSigned by:
[Signature] 5/21/2015
F7954A95DB0043E...
Comptroller Date

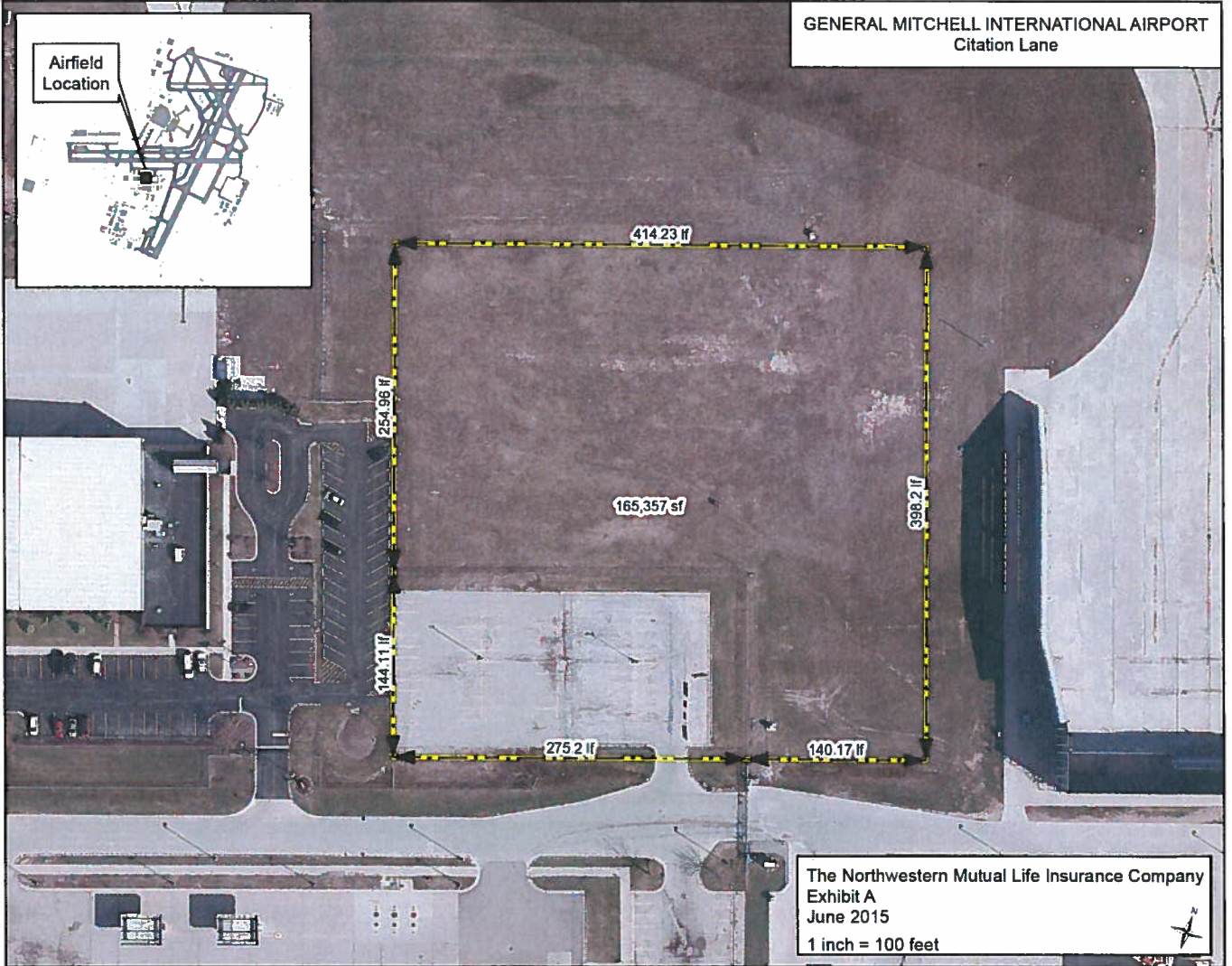
DocuSigned by:
[Signature] 5/21/2015
2E580633A2CC443...
Chris Abele Date
County Executive


COUNTY (or LESSOR)

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY
a Wisconsin corporation**

DocuSigned by:
Sandra L Botcher 5/15/2015
A74BA5A4816543F...
By Sandra L Botcher Date
Signature

Print name: Sandra L. Botcher
Print title: Vice President -
Facility Operations
LESSEE



CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus						CONTRACT TYPE					
						Professional Service - Operating					
						Professional Service - Capital					
						Purchase of Service					
						Preliminary		x		Final	
DEPARTMENT NAME						AGENCY NO.			DEPARTMENT (HIGH) ORG		
						504			5040		
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW-or		AMEND		CONTRACT NO.	
						X					
NAME OF VENDOR						ADDRESS					
The Northwestern Mutual Life Insurance Company						720 East Wisconsin Avenue Milwaukee, WI 53202					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date end date		(IN MONTHS)		CHANGE		AMOUNT			
		06/01/15 05/31/40		300				TBD			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
			504	5041			3608	Estimated Revenue			#####
			504	5041			3503	Variable Revenue			TBD
PURPOSE OF CONTRACT											
Airport Hangar Plot Land Lease Agreement											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input type="checkbox"/>			If YES, give County Board File No. _____			Date Approved _____					
<input checked="" type="checkbox"/>			If NO, why is County Board approval not required? _____			signed agreements are required prior to board review					
Was Contract fully executed prior to work being performed (all signatures received)?											
									<input type="checkbox"/> YES <input type="checkbox"/> NO		
Is Vendor a certified professional service DBE?											
									<input type="checkbox"/> YES <input type="checkbox"/> NO		
Steven Wright			05/14/15			Airport Properties Manager					
Prepared By			Date			Title					
			5/14/15								
Signature of County Administrator			Date			Title					