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This Document Prepared by and
after Recording Return to:

Pedersen & Houpt
161 North Clark Street, Suite 2700
Chicago, Illinois 60601
Attn: Michael P. Sullivan



Doc#: 1611319151 Fee: \$66.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/22/2016 01:48 PM Pg: 1 of 15

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MASTER LESSOR NON-DISTURBANCE AGREEMENT [RE: HANGAR 16 MASTER LEASE]

THIS MASTER LESSOR NON-DISTURBANCE AGREEMENT [RE: HANGAR 16 MASTER LEASE] is made and entered into as of April 14, 2016, by and among NORTHERN ILLINOIS FLIGHT CENTER, INC., an Illinois corporation ("Sublessee"), CHICAGO EXECUTIVE AIRPORT ("Master Lessor"), SIGNATURE FLIGHT SUPPORT CORPORATION, a Delaware corporation ("Sublessor"), and SCHAUMBURG BANK & TRUST COMPANY, N.A., a national banking association ("Mortgagee").

RECITALS:

A. Pursuant to that certain Net Ground Lease, dated January 20, 1998 (the "Original Hangar 16 Ground Lease"), as amended by (i) that certain First Amendment thereto, dated as of August 2, 1999 (the "First Amendment to Hangar 16 Ground Lease"), (ii) that certain Lease Extension Agreement, dated December 31, 2015 (as amended by that certain First Amendment to Lease Extension Agreement, dated as of the date hereof, the "Second Amendment to Hangar 16 Ground Lease") and (iii) that certain Third Amendment thereto, dated as of the date hereof (the "Third Amendment to Hangar 16 Ground Lease" and, together with the Original Hangar 16 Ground Lease, the First Amendment to Hangar 16 Ground Lease and the Second Amendment to Hangar 16 Ground Lease, the "Hangar 16 Ground Lease"), Chicago Executive Airport ("Master Lessor") leased to Signature Flight Support Corporation, a Delaware corporation ("Sublessor"), a parcel of land containing approximately 55,489.59 square feet and legally described on Exhibit A attached hereto (the "Hangar 16 Premises"), which is improved with, among other things, an airplane hangar containing approximately 22,500 square feet and commonly known as Hangar 16 and certain other improvements (collectively, the "Improvements"), located at Chicago Executive Airport, Wheeling, Illinois.

C. Pursuant to that certain Ground Sublease Agreement, dated December 31, 2015 (the "Original Hangar 16 Sublease"), as amended by that certain First Amendment to Sublease (Hangar 16), dated as of the date hereof (the "First Amendment to Hangar 16 Sublease," together with the Original Hangar 16 Sublease, the "Hangar 16 Sublease"), Sublessor subleased the Hangar 16 Premises to N-Jet.

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D. Contemporaneously with the execution of the Sublease, Sublessor transferred ownership of the Improvements to Sublessee.

E. Pursuant to that certain Loan Agreement, dated as of the date hereof (the "Loan Agreement"), between Sublessee and Mortgagee, Mortgagee is making: (i) a term loan to Sublessee which is secured by, among other things, (w) a Senior Leasehold Mortgage dated as of the date hereof (the "Senior Leasehold Mortgage"), securing Mortgagee's security interest in the Sublease and the Premises; (x) a Senior Assignment of Rents and Leases, dated as of the date hereof (the "Senior Assignment of Rents"), securing Mortgagee's security interest in any and all future sub-subleases in connection with the Premises; (y) a Senior Assignment of Sublease, dated as of the date hereof (the "Senior Assignment of Sublease"), securing Mortgagor's right, title and interest in the Sublease and the Hangar 16 Premises; (z) a first priority security interest in all personal property assets of Sublessee, including, without limitation, (A) all inventory and equipment (as such terms are defined in the Uniform Commercial Code in effect in the State of Illinois) and (B) all improvements, trade fixtures, furniture and other personal property owned by Sublessee at any time placed or installed in the Premises, including, but not limited to, Hangar 16 (collectively, the "Personal Property"), which Personal Property is now or may hereafter be located on the Premises; and (ii) a bridge loan to Sublessee which is secured by, among other things, (w) a Junior Leasehold Mortgage dated as of the date hereof (the "Junior Leasehold Mortgage", together with the Senior Leasehold Mortgage, the "Leasehold Mortgages"), securing Mortgagee's security interest in the Sublease and the Premises; (x) a Junior Assignment of Rents and Leases, dated as of the date hereof (the "Junior Assignment of Rents", together with the Senior Assignment of Rents, the "Assignments of Rents"), securing Mortgagee's security interest in any and all future sub-subleases in connection with the Premises; (y) a Junior Assignment of Sublease, dated as of the date hereof (the "Junior Assignment of Sublease", together with the Senior Assignment of Sublease, the "Assignments of Sublease"), securing Mortgagor's right, title and interest in the Sublease and the Hangar 16 Premises; (z) a second priority security interest in all Personal Property now or hereafter located on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Master Lessor certifies to Mortgagee that the Master Lease constitutes the entire agreement between Master Lessor and Sublessor with respect to the Premises and there are no other agreements, written or verbal, governing the tenancy of Sublessor with respect to the Premises.

2. Master Lessor has executed and delivered to Mortgagee a certain Master Lessor Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Master Lessor acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Leasehold Mortgages, the Assignments of Rents and the Assignments of Sublease and whether to enter into this Agreement.

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3. Master Lessor hereby consents to the Leasehold Mortgages, the Assignments of Rents and the Assignments of Sublease and the recordation thereof against the Premises.

4. Prior to pursuing any remedy available to Master Lessor under the Master Lease, at law or in equity (including, but not limited to, cancellation of the Master Lease) as a result of any failure of Sublessor to perform or observe any covenant, condition, provision or obligation to be performed or observed by Sublessor under the Master Lease (any such failure hereinafter referred to as a "Sublessor's Default"), Master Lessor shall: (a) provide Mortgagee with a notice of Sublessor's Default specifying the nature thereof, the Section of the Master Lease under which same arose and the remedy which Master Lessor will elect under the terms of the Master Lease or otherwise, and (b) Mortgagee shall have not less than sixty (60) days to cure any default in accordance with the terms and conditions of the Master Lease (including, but not limited to, any applicable cure period set forth therein).

5. Master Lessor acknowledges that Sublessee has collaterally assigned the Sublease to Mortgagee pursuant to the Leasehold Mortgages, Assignments of Rents and Assignments of Subleases. In connection therewith, Master Lessor agrees that (i) in the event of a Sublessee default under the Leasehold Mortgages, Assignments of Rents, Assignments of Sublease or Loan Agreement, Mortgagee may exercise any of its rights and remedies thereunder and (ii) so long as there is no default beyond any applicable notice and cure period under the terms of the Master Lease, Master Lessor will not disturb Mortgagee in connection with the exercise of such rights and remedies. Sublessee agrees that Master Lessor shall have no obligation to determine whether Sublessee is in default under the Leasehold Mortgages, Assignments of Rents, Assignments of Subleases or Loan Agreement, and Master Lessor may rely on such notice and direction from Mortgagee without any duty to investigate.

6. Master Lessor waives any claim arising by way of any landlord's lien (whether created by statute or by contract) or otherwise with respect to the Personal Property and agrees, if confirmation of said waiver is requested by Mortgagee, to promptly sign and deliver to Mortgagee a waiver of any lien Master Lessor may have on the Personal Property ("Master Lessor's Lien Waiver").

7. If Mortgagee or any future holder of the Mortgage shall become the holder of the Premises by reason of foreclosure of the Mortgage or otherwise, or if the interest granted pursuant to the Mortgage shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Sublease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Sublessee and the new owner of the rights under the Sublease upon all the same terms, covenants and provisions contained in the Sublease (subject to the exclusions set forth in subparagraph (b) below), and in such event, Master Lessor agrees to recognize such new owner as "sublessee" under the Sublease without any additional documentation.

8. Intentionally Omitted.

9. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or

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certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

If to Mortgagee: Schaumburg Bank & Trust Company, N.A.
1180 East Higgins Road
Schaumburg, Illinois 60173
Attention: Todd Younger

With a copy to: Pedersen & Houpt
161 North Clark Street, Suite 2700
Chicago, Illinois 60606
Attention: Michael P. Sullivan

To Sublessee: Northern Illinois Flight Center, Inc.
Chicago Executive Service Center, LLC
743 Sumac Road
Wheeling, Illinois 60090
Attention: Howard Seedorf

To Master Lessor: Chicago Executive Airport
1920 South Plant Road
Wheeling, Illinois 60090
Attn: Executive Director

With a copy to: Thomas J. Lester
Hinshaw & Culbertson LLP
100 Park Avenue
P.O. Box 1389
Rockford, Illinois 61105-1359

To Sublessor: Signature Flight Support Corporation
Attention: General Counsel
201 South Orange Avenue, Suite 1100
Orlando, FL 32301
Facsimile: (407) 648-7352

With simultaneous copy to: Signature Flight Support Corporation
Attention: Contracts
201 South Orange Avenue, Suite 1100
Orlando, FL 32301
Facsimile: (407) 648-7352

With a simultaneous copy to: Signature Flight Support Corporation
Attention: General Manager
1100 S Milwaukee Ave.
Wheeling, Illinois 60090
Facsimile: (847) 537-2738

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or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

10. Master Lessor acknowledges and agrees that Mortgagee will be relying on the agreements of Master Lessor contained herein.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof.

12. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

13. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, LENDER OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14. Any legal action or proceeding with respect to this Agreement may be brought in the courts of Cook County, the State of Illinois or of the United States of America for the Northern District of Illinois, and, by execution and delivery of this Agreement, each party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts, waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which such party now or hereafter has to the bringing of any such action or proceeding in such respective jurisdictions and consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such person, as the case may be, as provided for in Section 7. Mortgagee may also serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

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15. The Section headings to this Agreement are provided for descriptive purposes only and shall not have any substantive meaning of any kind in the interpretation of this Agreement. Each of the recitals are hereby made a part of this Agreement.

16. This Agreement may be executed in counterparts, each of which shall be an original, and together such counterparts shall constitute one and the same document. Delivery of an executed counterpart of a signature page to this Agreement by telecopy, PDF or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement and shall be deemed originals.

[Signature Page Follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this MASTER LESSOR NON-DISTURBANCE AGREEMENT [RE: HANGAR 16 MASTER LEASE] on the day and year first above written.

MASTER LESSOR:

CHICAGO EXECUTIVE AIRPORT

By: Elizabeth J. Cloud
Name: Elizabeth Cloud
Title: Acting Chairman

SUBLESSEE:

NORTHERN ILLINOIS FLIGHT CENTER, INC.,
an Illinois corporation d/b/a N-JET, Inc.

By: _____
Name: _____
Title: _____

SUBLESSOR:

SIGNATURE FLIGHT SUPPORT
CORPORATION, a Delaware corporation

By: _____
Name: Benjamin A. Weaver
Its: Chief Financial Officer

MORTGAGEE:

SCHAUMBURG BANK & TRUST COMPANY,
N.A., a national banking association

By: _____
Name: _____
Title: _____

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MASTER LESSOR:

CHICAGO EXECUTIVE AIRPORT

By: _____
Name: _____
Title: _____

SUBLESSEE:

NORTHERN ILLINOIS FLIGHT CENTER, INC.,
an Illinois corporation d/b/a N-JET, Inc.

By: Howard Steinhilber
Name: Howard Steinhilber
Title: PRESIDENT

SUBLESSOR:

SIGNATURE FLIGHT SUPPORT
CORPORATION, a Delaware corporation

By: _____
Name: Benjamin A. Weaver
Its: Chief Financial Officer

MORTGAGEE:

SCHAUMBURG BANK & TRUST COMPANY,
N.A., a national banking association

By: _____
Name: _____
Title: _____

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MASTER LESSOR:

CHICAGO EXECUTIVE AIRPORT

By: _____
Name: _____
Title: _____

SUBLESSEE:

NORTHERN ILLINOIS FLIGHT CENTER, INC.,
an Illinois corporation d/b/a N-JET, Inc.


By: _____
Name: _____
Title: _____

SUBLESSOR:

SIGNATURE FLIGHT SUPPORT
CORPORATION, a Delaware corporation

APPROVED AS TO FORM:

PKR 4-12-2016
LEGAL DEPT.

By:  _____
Name: Benjamin A. Weaver
Its: Chief Financial Officer

MORTGAGEE:

SCHAUMBURG BANK & TRUST COMPANY,
N.A., a national banking association

By: _____
Name: _____
Title: _____

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MASTER LESSOR:

CHICAGO EXECUTIVE AIRPORT

By: _____
Name: _____
Title: _____

SUBLESSEE:

NORTHERN ILLINOIS FLIGHT CENTER, INC.,
an Illinois corporation d/b/a N-JET, Inc.

By: _____
Name: _____
Title: _____

SUBLESSOR:

SIGNATURE FLIGHT SUPPORT
CORPORATION, a Delaware corporation

By: _____
Name: Benjamin A. Weaver
Its: Chief Financial Officer

MORTGAGEE:

SCHAUMBURG BANK & TRUST COMPANY,
N.A., a national banking association

By: _____
Name: Todd Young
Title: SVP

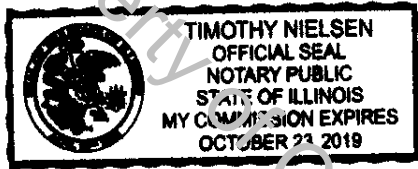
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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Timothy D. Nielsen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elizabeth Oud, the Acting Chairman of Chicago Executive Airport, a joint venture, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April 13, 2016.



[Signature]
Notary Public

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April __, 2016.

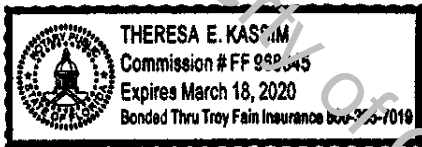
Notary Public

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STATE OF Florida)
) SS.
COUNTY OF Orange)

I, Theresa E. Kassim, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Benjamin A. Weaver, the Chief Financial Officer of Signature Flight Support Corporation, a Delaware Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April 13th, 2016.



Theresa E. Kassim
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April __, 2016.

Notary Public

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STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April __, 2016.

Notary Public

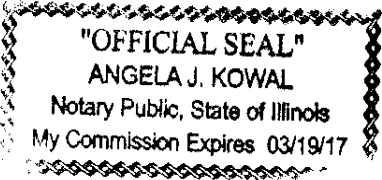
STATE OF IL)
) SS.
COUNTY OF Cook)

I, Angela Kowal, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Todd Younger, the SVP of Schaumburg Bank & Trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April 18 2016.

Angela Kowal

Notary Public

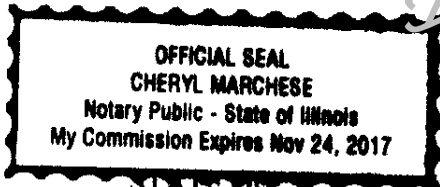


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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Cheryl Marchese, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Howard Seedorf, the President of Northern Illinois a Illinois Corp, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April 13, 2016.



Cheryl Marchese
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on April __, 2016.

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 13, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1981.20 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 49 SECONDS EAST, A DISTANCE OF 238.36 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 297.44 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 201.84 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 29 SECONDS EAST, A DISTANCE OF 297.52 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 49 SECONDS WEST, A DISTANCE OF 201.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCLUDING OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

HANGAR 16 ADDITIONAL LAND PARCEL: PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 13, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1981.20 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 49 SECONDS EAST, A DISTANCE OF 440.21 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 230.49 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 32.75 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 29 SECONDS EAST, A DISTANCE OF 230.50 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 49 SECONDS WEST, 32.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCLUDING OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

Address: 755 Sumac Road, Wheeling, Illinois 60090

PIN#: 03-13-200-029-8004