

AGREEMENT

This Agreement (this "Agreement") is entered into as of the _____ day of _____, 2017 (the "Effective Date"), by and between Archer-Daniels-Midland Company, a Delaware corporation ("ADM"), and the Decatur Park District, an Illinois municipal entity ("District").

WHEREAS, ADM has been a proponent of bringing commercial jet service to the Decatur area;

WHEREAS, SkyWest has offered to provide two daily jet flights from Decatur to Chicago;

WHEREAS, the District voted recently to recommend to the United States Department of Transportation that SkyWest be the carrier to provide Essential Air Service to Decatur;

WHEREAS, ADM has offered to commit to a certain number of enplanements and also to provide a certain amount of money to the District to reconfigure the waiting area at the Decatur airport if SkyWest is selected to provide Essential Air Service to Decatur.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Enplanements. ADM commits to five thousand (5,000) enplanements ("Enplanement Amount") for each year of the Term of this Agreement. For purposes of this Agreement, an enplanement is defined as an employee (current or retired), officer, director, supplier, vendor, customer, contractor or other agent or representative of ADM that boards a flight out of Decatur on SkyWest (collectively, "ADM Fliers").

2. Funds. ADM will pay the District up to One Hundred Thousand Dollars (\$100,000) for the reconfiguration of the waiting area at the Decatur Airport ("Pledged Amount"). Upon completion of the reconfiguration, the District shall submit to ADM an invoice for the actual amount spent on the reconfiguration. The invoice shall be accompanied by appropriate documentation supporting the amount spent on the reconfiguration. ADM shall then pay the District the actual amount paid for the reconfiguration or the Pledged Amount, whichever is less. The parties acknowledge and agree that the Pledged Amount may not cover all costs and expenses required for the reconfiguration. The District agrees that ADM shall not be liable for any costs and expenses above the Pledged Amount. The District will be paid within thirty (30) days of ADM's receipt of an invoice from the District accompanied by appropriate documentation supporting the amount spent on the reconfiguration.

3. Reconciliation. United Airlines will run a quarterly utilization report for ADM that details the number of ADM Fliers. Within ten (10) days of receipt of the quarterly utilization report, ADM will share such report with the District. Within thirty (30) days of receipt of the fourth quarter utilization report ("Reconciliation Date"), ADM and the District will reconcile the number of ADM Fliers for each year of this Agreement with the annual Enplanement Amount. If ADM has not met the annual Enplanement Amount, ADM shall pay the District, within thirty (30) days of the Reconciliation Date, Sixty-Nine Dollars (\$69.00) multiplied by the difference between the Enplanement Amount and the actual number of ADM enplanements for that year. For example, if the annual ADM enplanements equal 4,000, then ADM will pay the District Sixty-Nine Thousand Dollars (\$69,000.00) (\$69.00 times 1,000).

4. Regulatory Compliance. The District will comply with all applicable federal, state and local statutes, laws, ordinances and regulations, and all applicable standards in connection with the District's performance of its obligations under this Agreement. The District further represents and warrants to ADM

that the District, and all of its officers, directors, employees, agents, sub-contractors and other representatives acting on behalf of the District shall comply with all applicable anti-bribery and anti-corruption laws, statutes, directives and/or regulations issued by any government authority having jurisdiction over the territory in which the District and ADM have registered, or where any part of the services will be performed, including but not limited to the U.S. Foreign Corrupt Practices Act and UK Bribery Act. Any offense of the said regulations constitute a substantial breach of this Agreement.

5. Contingency. All obligations of ADM hereunder are subject to and contingent upon the United States Department of Transportation entering into a contract with SkyWest to provide Essential Air Service to Decatur, and SkyWest providing continued jet service from Decatur to Chicago.

6. Term. The term of this Agreement shall be for two (2) years beginning on February 1, 2018, and terminating on January 31, 2020. Notwithstanding the foregoing, this Agreement shall automatically become null and void, and neither party shall have any further liability to the other, if, for whatever reason, SkyWest is not selected to provide or discontinues jet service from Decatur to Chicago.

7. Indemnification. To the extent allowed by law, the District will defend, indemnify, and hold harmless ADM against any and all losses, expenses, or liabilities that may be imposed on, incurred by, or asserted against ADM as the result of or related to District's use of the Funds or the reconfiguration of the waiting area of the Decatur Airport.

8. Assignment. Neither party may assign (whether by direct assignment, merger, reorganization, change in control, or otherwise) this Agreement or any rights, duties, and obligations hereunder without the prior written consent of the other party, which consent cannot be unreasonably withheld or delayed.

9. Binding Effect. All of the terms, covenants, and conditions of this Agreement will be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns. Any provision of this Agreement which by its very nature requires or contemplates performance or applicability of such provision after the termination or expiration of this Agreement shall survive such termination or expiration.

10. Severability. If any provision of this Agreement, or application thereof to any person or circumstance, is determined to any extent to be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than to those as to which the provision is held invalid or unenforceable, will not be affected and every other provision of this Agreement will be valid and in force to the fullest extent allowed by law.

11. Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement will constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

12. Relationship of Parties. Nothing contained herein may in any way be deemed or construed to create the relationship of principal and agent, partnership or joint venture between the parties.

13. Time of the Essence. Each party acknowledges that time is of the essence for the performance of their respective obligations under this Agreement.

14. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Illinois without reference to its conflict of laws principles.

15. Entire Agreement; Amendments. This Agreement, including all exhibits attached hereto (if any), contains the entire agreement between the parties with respect to the subject matter hereof, and any agreement made hereafter shall be ineffective to change, modify or discharge, in whole or in part, the terms of this Agreement, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

16. Counterparts. This Agreement may be executed in counterparts (and delivered by facsimile or electronic transmission), each of which may be deemed an original but together will constitute but one and the same instrument.

17. Enforcement Costs. The prevailing party in any lawsuit against the other based in whole or significant part upon the terms of this Agreement shall be entitled to recover (in addition to any other available remedies) reasonable attorneys' fees, collection costs and court costs.

18. Notices. Any notice required by this Agreement or given in connection with this Agreement, shall be in writing, hand delivered or sent via registered or certified mail, or by overnight courier, or by email with return receipt confirmed, sent to the address set forth below in the signature block and sent to the attention of the signatory to this Agreement.

19. Breach/Default. Either party claiming breach or default under this Agreement shall provide written notice to the other parties. If such breach or default can be cured, but is not cured within seven (7) calendar days, the party asserting such breach or default may terminate this Agreement upon ten (10) days written notice to the other party. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon the occurrence of the voluntary or involuntary commencement of bankruptcy or insolvency proceedings with respect to the other party or an assignment for the benefit of the other party's creditors, or the other party's inability to pay its debts as they become due.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Archer-Daniels-Midland Company

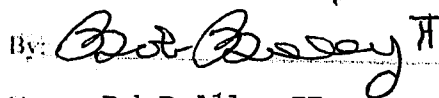
Decatur Park District

By: 

Name: Michael D Umbrase

Title: SVP & CHRO

Address: 77 W. Wacker Drive, Suite 4600
Chicago, IL 60603

By: 

Name: Bob Brille II

Title: President

Address: 620 E. Riverside Ave.
Decatur, IL 62521