

NON-BINDING TERM SHEET

LEASE OR DEVELOPMENT AGREEMENT

Premises Description.

Parcel A

Quadrant _____
Land in SF _____
Hangars in SF _____
Shops/Offices in SF _____
Vehicle Parking in SF _____
Ground Water Area in SF _____

Parcel B in SF

Quadrant _____
Land in SF _____
Hangars in SF _____
Shops/Offices in SF _____
Vehicle Parking in SF _____
Ground Water Area in SF _____

Environmental Condition of Premises.

Authority to provide Phase I environmental assessment. Phase I assessment shall serve as the baseline condition for lease unless Lessee provides a second Phase I assessment or a Phase II assessment is performed. Authority reserves the right to mitigate or not to mitigate any findings. Lessee may terminate based on the results of any assessment.

Use of Premises.

Parcel A

Minimum Standards, Aeronautical Activity, Article No. _____
Minimum Standards, Aeronautical Activity, Article No. _____

Parcel B

Minimum Standards, Aeronautical Activity, Article No. _____
Minimum Standards, Aeronautical Activity, Article No. _____

Initial Rent for Premises.

Parcel A

Land/SF/Year _____
Hangars/SF/Year _____
Apron/SF/Year _____
Shops/Office/SF/Year _____
Vehicle Parking/SF/Year _____
Ground Water Area/SF/Year _____

Parcel B

Land/SF/Year _____
Hangars/SF/Year _____
Apron/SF/Year _____
Shops/Office/SF/Year _____
Vehicle Parking/SF/Year _____
Ground Water Area/SF/Year _____

Stormwater Area Rent. Rent for use of the Authority's off-site storm management system shall be equivalent to 15% of the total land rent for all parcels.

Rent Adjustments. Three (3) Year CPI through the term of the lease, subject to 9% cap at the time of adjustment.

Rent on Improvements. Based on fair market value appraisal by an MAI selected by the Authority, applied at the beginning of each Renewal Term, with three (3) Year CPI adjustments thereafter.

Landing Fees. Authority reserves the right to access a landing fee at any time to all tenants and users.

Fuel Flowage Fees. N/A

Minimum Investment. (Less aircraft, vehicles, tools, and equipment).

Parcel A - \$ _____

Parcel B - \$ _____

Amortization of Investment. (Straight line depreciation with no residual value over the Initial Term of the lease).

Parcel A in Years (Same as Initial Term) _____

Parcel B in Years (Same as Initial Term) _____

Construction of Improvements. (Design subject to approval by Authority at 30%, 65% and 100%).

Parcel A

Hangars in SF _____
Apron in SF _____
Shops/Office in SF _____
Vehicle Parking in SF _____

Parcel B

Hangars in SF _____
Apron in SF _____
Shops/Office in SF _____
Vehicle Parking in SF _____

Effective Date. Upon approval by the Authority Board and execution date by both parties.

Commencement Date. Upon receipt of Certificate of Occupancy or beneficial occupancy of the premise.

Inspection Period. _____ days immediately following the later of the Effective Date or Lessee's receipt of Phase I environmental assessment. Lessee may terminate during the Inspection Period without cause.

Initial Term. _____ years following Commencement Date.

Renewal Term. One _____ year renewal, subject to Lessee's compliance with all terms, covenants, and conditions

Assignment and Subleasing. Authority approval required for all assignments and subleases, except hangar rental. Copies of all subleases shall be provided to the Authority for review and/or approval.

Minimum Insurance Requirements.

Commercial General Liability/Airport Liability	\$10M per occurrence
Hangar Keepers Liability	\$10M per aircraft, \$20M per occurrence
Commercial Auto Liability	\$5M "All" automobiles
Property Wind & Flood	100% Replacement Value
Workers Comp/Employee Liability	Federal and State Requirements
Storage Tank Third Party Liability	\$1M per occurrence, \$2M aggregate
Umbrella/Excess Liability	\$10M/\$20M all operations, as required.

Indemnification and Subrogation.

Required indemnification for the Authority, its Board commissioners, officers, employees, and agents, except resulting from the Authority's gross negligence or willful misconduct. Required Waiver of Subrogation in favor of the Authority for each policy maintained by Operator.