

## LETTER OF INTENT

This non-binding Letter of Intent (LOI) is made on this \_\_\_ day of \_\_\_, 2014 by and between **ClearCapital.com, Inc.** of 10875 Pioneer Trail, Truckee, CA 96161 ("Clear Capital"), **the Truckee Tahoe Airport District** of 10356 Truckee Tahoe Airport Road, Truckee, CA 96161 ("TTAD"), and **JMA Ventures, LLC** of P.O. Box 3938, Truckee, CA 96161 ("JMA") relating to a build-to-suit office facility on land owned by TTAD (the "Project").

WHEREAS Clear Capital, JMA and TTAD wish to outline the process by which they would proceed with their negotiation of the Project;

THEREFORE the parties wish to enter into this non-binding LOI on the following basic terms and conditions.

### **General Non-binding Nature of the LOI**

The parties acknowledge that no binding obligations are created by this LOI, except as specifically set forth below in the section "Binding Obligations of the Parties."

### **Indicative Lease Terms**

1. **TENANT:** Clear Capital
2. **LANDLORD:** TTAD
3. **PROJECT MANAGER:** JMA Ventures, LLC
4. **LAND:** Site of approximately one acre in a location to be determined by TTAD.
5. **PROJECT:** A build-to-suit office facility of approximately 10,000 square feet with associated parking, landscaping, and streetscape.
6. **TENANT IMPROVEMENTS:** It is anticipated that a Landlord shall make a contribution toward interior tenant improvements in the amount of \$350,000 or \$35/ gross foot.

**LEASE:** Final lease agreement would be negotiated by February 1, 2015, subject to TTAD Board of Directors approval. Landlord will work diligently on FAA land releases and land leasing contract and agreement approvals by the FAA. Tenant and Project Manager acknowledge that Landlord is subject to FAA review and approval timelines.

7. **LEASE TERM:** The term would commence upon completion of the Project planned for July 2016 and extend for an initial period of seven (7) to ten (10) years, with two (2) options for the Tenant to extend the lease for a period of five (5) years each.
8. **DELAYED OCCUPANCY:** In the event that occupancy does not occur by July, 2016 through no fault of Tenant, Landlord shall reimburse tenant for its holdover costs (in a reduced footprint) at its current leased premises in an amount not to exceed \$50,000 per month for a maximum of \$200,000. Clear Capital agrees that in such an event, that it would make every practical effort to reduce the amount of space required in its current Truckee location on order to keep any holdover cost to a minimum.
9. **RENT SCHEDULE:** The base rent would be agreed to by the parties on the basis of an economic return analysis. The base rent would likewise be increased at an agreed upon rate over the Lease Term. It is anticipated that the initial NNN lease rate will be \$1.20-\$1.30 per month NNN.
10. **LANDLORD APPROVAL OF DESIGN AND LANDSCAPING:** Landlord would retain the right to approve the architectural design and landscaping and any improvements to the Land, which approval would not be unreasonably withheld.

**11. RESTRICTION ON NEGOTIATION:** For a period ending 90 days after the mutual execution of this Letter of Intent, Tenant agrees not to negotiate with any other Landlord or office space provider having such space to lease within the Town of Truckee political boundaries or a 20 mile radius thereof.

**Notice**

Any notice or communication required or permitted under this LOI shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**Understanding**

It is mutually agreed upon and understood by and among the parties of this LOI that:

- a. Each party will work together in a coordinated fashion for the fulfillment of the Project.
- b. Any endeavor involving reimbursement or contribution of funds between the parties of this LOI will be handled in accordance with applicable laws, regulations, and procedures.
- c. Except as otherwise specified herein, this LOI is not intended to and does not create any right, benefit, or trust responsibility.
- d. This LOI will be effective upon the signature of all parties.
- e. Any party may terminate its participation in this LOI by providing written notice to the other parties.

Understood and agreed:

\_\_\_\_\_  
DATE: \_\_\_\_\_

JMA Ventures, LLC

By Art Chapman, its President and CEO

draft LOI reviewed & initialed by AC on 11-26-14

  
\_\_\_\_\_  
DATE: 11/26/2014

ClearCapital.com, Inc.

By Kevin Marshall, its President

\_\_\_\_\_  
DATE: \_\_\_\_\_

Truckee Tahoe Airport District

By: \_\_\_\_\_, its \_\_\_\_\_