

**CONSTRUCTION DEVELOPMENT AGREEMENT
TABLE OF CONTENTS**

Section 1.	Representations and Agreements
Section 2.	Lease Agreement
Section 3.	Tenant Improvements
Section 4.	Conditions Precedent to Tenant's Obligation to Lease
Section 5.	Completion of Tenant Improvement Work
Section 6.	Representations and Warranties
Section 7.	Notices
Section 8.	Damage or Destruction
Section 9.	Assignment
Section 10.	Amendments
Section 11.	Severability
Section 12.	Cumulative Rights
Section 13.	No Waiver
Section 14.	Entire Agreement
Section 15.	Binding Effect
Section 16.	Other Documents
Section 17.	Tenant's Right to Terminate
Section 18.	Right of Access
Section 19.	No Fiduciary Relationships
Section 20.	Applicable Law and Venue
Section 21.	Time of Essence
Section 22.	Attorney's Fees
Section 23.	Counterparts
Section 24.	Construction
Section 25.	Exhibits

CONSTRUCTION DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT AND LEASE OF REAL PROPERTY ("Agreement") is entered into as of February ____, 2015 by Truckee Tahoe Airport District, a California Airport District ("District"), and ClearCapital.com, Inc., a California Corporation ("Tenant").

Recitals

- A. District is the fee simple owner of real property located at the Truckee Tahoe Airport in that unincorporated area of Nevada County, commonly known as "Truckee" and more particularly described on attached Exhibit A.

- B. District proposes to construct on District property a 10,750 square foot +/- building (“The Premises”) for Tenant to use as its Corporate Headquarters and all other operations incident to the conduct of Tenant’s business in accordance with the Project Description as set forth on the attached Exhibit B (“The Project”).
- C. On Completion (as defined in this Agreement) of the Improvements, District desires to lease to Tenant and Tenant desires to lease from District the Premises pursuant to the terms and conditions of the Lease attached as Exhibit C.
- D. It is agreed that the Project Description attached as Exhibit B are preliminary and are subject to change by written agreement of the parties.

In consideration of the mutual covenants and agreements contained in this Agreement, the receipt, adequacy, and sufficiency of which are acknowledged, the parties agree as follows:

Section

1. Representations and Agreements

- A. District agrees to use all best efforts to construct and develop the Project and deliver it to Tenant for occupancy no later than August 1, 2016. Any prevention, delay or stoppage due to Tenant’s Tenant Improvements or up=fits, or by strikes, walkouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substance therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of District shall excuse the performance by District for a period equal to any such prevention, delay or stoppage.
- B. District will provide regular, no less than monthly, Project updates to Tenant and will meet and confer in good faith with Tenant regarding any significant changes and developments. An initial Project schedule is attached as Exhibit D.
- C. District shall provide formal written notice of the anticipated delivery date to Tenant on or before April 15, 2016. Thereafter, District shall provide written weekly updates as to the anticipated completion of the Project. District shall provide written notice of availability for occupancy within 24 hours of receipt of a Temporary Certificate of Occupancy or Certificate of Occupancy from Nevada County. Because time is of the essence in this agreement, District shall use all best efforts to obtain a Temporary Certificate of Occupancy prior to the final Certificate of Occupancy.

Section

2. Lease Agreement

- A. Upon completion of the Project and the issuance of either a Temporary Certificate of Occupancy or Certificate of Occupancy from Nevada County, District shall make available

to Tenant and Tenant shall occupy the Premises pursuant to all of the terms, conditions and provisions of that signed Lease Agreement attached hereto as Exhibit C.

- B. In the event the Project is not completed and ready for occupancy by Tenant, this agreement and the Lease Agreement shall continue in full force and effect; however, Tenant's rent shall be abated as set forth in the Lease Agreement.

Section

3. Tenant Improvements

- A. District agrees, in the construction of the Project, to allocate two hundred fifty thousand dollars (\$250,000) towards the Tenant Improvements as set forth in the Project Description, Exhibit B. In the consultations between District and Tenant during the construction of the Project, Tenant may request additional upgrades or additional Tenant Improvements beyond what is set forth in Exhibit B. In such event, District shall obtain the cost of said upgrades or additional improvements and Tenant shall pay that amount prior to District carrying out those upgrades or additional improvements. District may also set forth a date after which the price for the upgrades to or additional improvements is no longer valid due to the ongoing nature of the construction of the Project.
- B. As set forth in Section 18, Tenant may, with the prior written approval of District's Project Manager, carry out their own Tenant Improvements and up-fit ahead of completion of the Project. Tenant acknowledges that this Project is a Public Works Project and that they may be required to comply with all such requirements of a Public Works Project.

Section

4. Conditions Precedent to Tenant's Obligation to Lease

Tenant will have no obligation to lease the Property unless all of the following conditions precedent have been satisfied:

- (a) the Project is completed in accordance with the Project Description and this Agreement;
- (b) the Premises are not destroyed or damaged by fire or other casualty and, if any casualty has occurred, the Premises are restored to a condition equivalent with the Completion of the Improvements;
- (c) there exists no lease, tenancy, or occupancy agreement affecting the Premises or any part of the Premises except the attached Lease, Exhibit C;
- (d) no condemnation or eminent domain proceeding has been threatened or commenced that would involve or result in the taking of any material portion of the Premises, and no taking of any material portion of the Premises has happened. For purposes of this Section, a "material" portion of the Premises will be a taking of:

- i. more than ten percent (10%) of the Land,
- ii. more than ten percent (10%) of the parking for the Improvements,
- iii. any part of the building to be constructed on the Land,
- iv. a means of access to the Land, or,
- v. any part of the Premises that would materially and adversely affect the use or value of the Premises.

Section
5. Completion of Tenant Improvement Work

If on the date of occupancy there is any incomplete Tenant Improvement Work or any Punch List Work, District will, with all due diligence and in a good and proper manner, complete (a) the Punch List Work within sixty (60) days after the commencement of the Lease and (b) any incomplete Tenant Improvement Work in accordance with the Project Description. District will remain responsible for completing and paying for its portion of the Tenant Improvement Work and Punch List Work.

Section
6. Representations and Warranties

As a material inducement to the other, each Party warrants to the other that, as of the date of this Agreement:

- (a) there are no actions, suits, or proceedings pending, or, to the knowledge of that Party, threatened, against that Party or the Premises, or involving the validity or enforceability of this Agreement, including, but not limited to, petitions under the Bankruptcy Act or other petitions for reorganization or for debtor relief or for the appointment of a receiver;
- (b) the execution and delivery of this Agreement by each Party and the performance and observance of the terms have all been authorized by all necessary actions by each Party signing the Agreement. Each Person that is signing this Agreement has been authorized to execute it on behalf of the Party on whose behalf they are signing;
- (c) neither Party has engaged, hired or retained a Realtor or Broker and has incurred no liability for commissions or other considerations to be paid to any Realtor or Broker.

Section
7. Notices

Whenever any notice, demand, or request is required or permitted, the notice, demand, or request will be hand-delivered in person or sent by United States Mail, registered or certified, postage prepaid, to the addresses below:

As to District:

Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, California 96161
Attention: General Manager

As to Tenant: ClearCapital.com, Inc.

Any notice, demand, or request served on either of the parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement at the time the notices, demands, or requests are hand-delivered in person, or on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail in accordance with the preceding portion of this Section. However, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Either District or Tenant will have the right to designate, from time to time by written notice to the other Party, any other persons or other places in the United States the District or Tenant may desire written notices to be delivered to. However, at no time will either Party be required to send more than an original and two copies of any notice, demand, or request required or permitted.

Section 8. Damage or Destruction

District will bear the risk of loss for any damage, destruction, or condemnation that may occur prior to obtaining a Temporary Certificate of Occupancy or Certificate of Occupancy, whichever occurs first. If any portion of the Property is damaged or destroyed prior to the earlier of those two potential events, Tenant may elect to terminate this Agreement, unless prior to January 1, 2017 all that damage has been repaired and the Project is restored or replaced to its condition prior to the damage.

Section 9. Assignment

Neither Party may assign their rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 10. Amendments

No amendment to this Agreement will be binding on any of the parties to this Agreement unless the amendment is in writing and executed by all parties with the same formality as this Agreement is executed.

Section
11. Severability

If any term, covenant, or condition of this Agreement or the application of them to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of the terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term, covenant, or condition of this Agreement will be valid and be enforced to the fullest extent permitted by law.

Section
12. Cumulative Rights

All rights, powers, and privileges conferred under this Agreement on the parties, unless otherwise provided, will be cumulative and not restricted to those given by law.

Section
13. No Waiver

No failure of any Party to exercise any power given that Party under this Agreement or to insist on strict compliance by the other Party to its obligations, and no custom or practice of the parties in variation with the terms of this Agreement will constitute a waiver of that Party's right to demand exact compliance with the terms.

Section
14. Entire Agreement

This Agreement, and the Lease attached as Exhibit C constitutes the entire Agreement of the parties and no representation, inducement, promise, or agreement, oral or written, between the parties not embodied in this Agreement or that Lease, will be of any effect.

Section
15. Binding Effect

The Agreement, including the Lease attached as Exhibit C, shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of District and Tenant. Specifically, and not by way limitation, should Tenant be acquired by some other person or

entity, that acquiring person or entity shall be subject to all of the terms and conditions of this Agreement and the attached Lease, as may be in effect at time of said acquisition.

Section
16. Other Documents

District and Tenant shall execute all other papers and documents that may become necessary in order for this Project to move forward towards its completion.

Section
17. Tenant's Right to Terminate

Tenant shall have the right to terminate this Agreement upon giving a Notice of Termination as set forth in Section 7 and delivery within seven days of demand of District of the "termination amount". The termination amount shall be as follows:

1. Prior to breaking ground, one hundred percent (100%) of the cost incurred by District incurred prior to the effective date of the Notice of Termination including all Project costs and costs of District associated with the Project.
2. After breaking ground and prior to completion of the Project (delivery of a Temporary Certificate of Occupancy or Certificate of Occupancy, whichever occurs first), the lesser of fifty percent (50%) of the total Projected Project costs or one hundred percent (100%) of all costs incurred prior to the effective date of the Notice of Termination incurred by District including all Project and development costs.
3. Upon Notice of Termination and payment of the Termination amount, each Party shall be relieved from all obligations including the attached Lease, which shall be of no force or effect.

Section
18. Right of Access

- A. Tenant and Tenant's agents, contractors, and authorized employees, shall have the right and privilege during the term of this Agreement and prior to Occupancy, of going on the Premises during normal construction times as needed to inspect, examine, survey, or make engineering or landscaping tests, surveys, observations, and studies. However, nothing will be done to damage the Property or to disrupt any operations or construction being conducted on the Property.
- B. District agrees to allow reasonable entry to Tenant and Tenant's Project Representatives for the purpose of constructing Tenant Improvements and office up-fit on or after May 1, 2016. Tenant's reasonable entry and construction shall be subject to the District's supervision and shall not unreasonably interfere with District's construction of the Project.

Section
19. No Fiduciary Relationships

Neither Party is the agent or representative of the other, and nothing in this Agreement will be construed to make either Party liable to anyone for any goods delivered or services performed on the Property or for debts or claims accruing against the other Party. Nothing in this Agreement will be construed to create any privity of contract or other relationship between either Party and anyone supplying labor or materials to the Property except pursuant to a direct contract. Nothing in this agreement, nor the acts of the parties, will be construed to create a partnership or joint venture between District and Tenant.

Section
20. Applicable Law and Venue

This Agreement will be interpreted and construed under and governed by the laws of California. In the event of any litigation between the parties, venue shall be in the Superior Court of California, in and for the County of Nevada.

Section
21. Time of Essence

Time is of the essence as to each and every obligation contained in this Agreement.

Section
22. Attorney's Fees

In any legal action brought to enforce any provision of this Agreement, the prevailing Party will be entitled to recover from the other Party all reasonable costs, including without limitation, attorney's fees.

Section
23. Counterparts

This Agreement may be executed in one or more counterparts. Each will be deemed an original and all, taken together, will constitute one and the same instrument.

Section
24. Construction

The Section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form will include plural, and vice versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All Exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

Section
25. Exhibits

The following Exhibits are incorporated in this Agreement and made a part of it by this reference:

- Exhibit A. Description of Land
- Exhibit B. Project Description
- Exhibit C. Lease
- Exhibit D. Project Schedule

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISTRICT:
Truckee Tahoe Airport District

Dated: _____

By: _____
Name: John B. Jones, Jr.
Its: Board President

By: _____
Name: Brent Collinson
Its: General Counsel

TENANT:
ClearCapital.com, Inc.

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

DRAFT