~~2012 LEASE PROVISIONS~~REVISED LANGUAGE FOR 2021 AMENDMENT

4.1 Additional Rent: Tenant shall also pay to Landlord, as "Additional Rent", Tenant's ~~Pro Rata Shares~~share of ~~the~~ "Landlord's Operating Expenses" (as defined below)~~. "Tenant's Pro Rata Share" is 18.6% which is ratio of the number of square feet in the Premises (**12,369** sf) to the number of square feet in the Building (**66,500** sf).~~ according to the following schedule:

Lease Year	OpEx	
	Monthly	Annual
11/1/2013-10/31/2018	$9,781.50	$117,378.00
11/1/2018-10/31/2023	$9,977.13	$119,725.56
11/1/2023-10/31/2028	$10,176.67	$122,120.07
11/1/2028-10/31/2033	$10,380.21	$124,562.47

Landlord's Operating Expenses relate to the Premises, the Building and the real property on which the Building is located and are defined as: (a) all real property taxes if any coming due in the usual course of business during the lease term, exclusive of any taxable additions by persons other than Tenant (after the date of the lease); (b) water, sewer, electricity, gas, and other sources of power for heating, lighting, ventilating, or air-conditioning for the Building~~, except when separately billed to Tenant~~; (c) janitorial services for the Common Areas and the Premises contracted for by Landlord, and/or wages, salaries, fringe benefits, and applicable taxes on the employer for such janitorial services performed by Landlord's employees; (d) supplies consumed in connection with cleaning and general maintenance of the Common Areas and the Premises; (e) snow removal and exterior grounds care, including the new access road to the Airport; (f) installation and maintenance of exterior and Common Area signs identifying the Building and its tenants; (g) insurance premiums for the Building~~;~~ (h) the annual amortized amount for any capital improvements (as defined in accordance with generally accepted accounting principles, except that, for purposes of this Section, capital improvements shall only include replacements and shall not include additions or upgrades beyond what is required by the final construction drawings and specifications for the Premises unless the same are made at the request of Tenant or required by applicable law or any government agency having jurisdiction over the Premises) made by Landlord to the Building (e.g., replacement of HVAC equipment) and the Common Areas (but excluding any depreciation or amortization of the initial costs of the Building or Site Improvements), all amortized over the useful life of the capital item on a straight line depreciation basis, computed in accordance with generally accepted accounting principles; (i) Landlord's costs for providing maintenance, repair and replacements for the Premises pursuant to Section ~~9(b)~~9.2 of ~~this~~the Lease and (j) any of Landlord's costs or obligations under the Airport Access Agreement.

Landlord's Operating Expenses excludes any costs for (1) maintenance, repair or replacement of the Building roof, exterior windows, exterior doors (except the ~~Hanger~~Hangar rolling door), floor, and walls; (2) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing maintenance of the Building, except as set forth in Section ~~9~~9.1(b) and (3) any capital expenditures, all of which are the Landlord's sole cost and responsibility under Section 9 of this Lease, except as set forth in the paragraph above. ~~Landlord grants Tenant the right to challenge on Landlord's behalf, either or both the assessed value and taxable value of the real property and Landlord shall cooperate with Tenant in obtaining and providing potentially relevant information as may be necessary or useful in pursuing the challenge.~~ The foregoing notwithstanding, Operating Expenses shall not include the cost of any maintenance, repair or replacement of any building component or equipment, nor the repair or replacement of any defects in materials and workmanship, that are covered by any warranty issued by any contractor, subcontractor, supplier or manufacturer.

~~The Additional Rent shall be computed on the basis of each calendar year and shall be adjusted at the end of each calendar year during the term. Tenant shall pay its Pro Rata Shares of operating expenses in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord. The estimated monthly Additional Rent for the first calendar year during the term is **$9,781.50.** The parties acknowledge that this amount may vary significantly between the first lease year and later lease years as Tenant repair items arise in later lease years which are not covered by warranties issued by contractors, subcontractors, supplier or manaufacturers in connection with the construction of the Building. Within 30 days after the end of each calendar year, Landlord shall furnish Tenant with a written statement itemizing Landlord's operating expenses for that calendar year and a written statement of the amount of Tenants' Pro Rata Share of the operating expenses. If the total amount paid by Tenant for the prior calendar year is less than the actual amount due from Tenant for that year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due; if the total amount paid by Tenant for the prior calendar year exceeds the actual amount due from Tenant for that year, Tenant shall receive a refund of the excess from Landlord. Once per calendar year, Tenant has the right to audit Landlord's operating statement, related account ledgers, books and all other documentation used to compile the statement. If the Commencement Date is not the start of a calendar year, the Additional Rent shall be prorated on a daily basis and shall be paid pro rata, only for the pro rata period of actual occupancy. When the lease term has ended, including any month to month holdover under paragraph 26, and Tenant has vacated Premises at a time prior to the end of a calendar year; the Additional Rent shall be based upon the prior year's computation and shall be paid pro rata, only for the pro rata period of actual occupancy.~~

~~5.0~~ 5.0 Utilities and Other Charges~~: The monthly rent under Section 4.0 above does not include any utilities~~. Tenant will pay ~~all~~ separately ~~metered utility costs specific to the Premises, including~~ all telephone and internet costs~~. The Survival Flight Hangar will be~~ separately ~~metered for all utilities and Tenant will be solely responsible for these utility costs. Tenant is responsible for 8.2% of the Utility Costs and other Charges for its portion of the Office Building including Tenant's share of the Common Areas that will be billed to Tenant as part~~billed to the Premises.

All other utility costs are included in Tenant's Additional Rent payments made pursuant to Section 4.1 of the ~~Landlord's Operating Expenses~~Lease.

9.1 Landlord's Obligations~~:~~. Landlord, at its expense (~~other than~~excluding those expenses for which ~~can be billed to the~~ Tenant pays either as ~~Operating Expenses under~~part of its monthly Additional Rent payment as set forth in Section 4.1, above, or mutually agreed to in advance and billed by separate invoice payable within 30 days), shall be responsible for all Building Common Areas and Premises maintenance and repairs, including~~,~~ but not limited to, the following: (a) roof, exterior windows, exterior doors (except the Hanger rolling door), floor, and walls; (b) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing; (c) Site grounds and parking lot, including snow and ice removal; (d) trash removal; (e) fire equipment/exit signs and (f) proximity card reader access system. Landlord shall provide janitorial service and supplies for the Building Common Areas, the external Common Areas and the Premises.

9.2 The Premises: Tenant shall be responsible for repair and maintenance due to damage caused by Tenant's negligence or willful misconduct. Tenant shall also be responsible for the costs of maintenance, repair of the Premises and every part thereof (except as set forth above regarding Landlord's structural obligations) including replacement as required. Landlord shall perform or contract for the repairs and maintenance to the Premises and ~~bill back~~ Tenant shall pay for ~~the~~such expenses when it pays its monthly Additional Rent payment as set forth in Section 4.1, above (as part of Landlord's operating expenses in Section 4.1 ~~or may be billed separately if an individual repair or maintenance item cost exceeds $15,000~~). Landlord shall have the right to enter the Premises at all reasonable hours to inspect, maintain and improve the Premises provided the activities do not interfere with Tenant's business activities within the Premises, and other than in an emergency, Landlord provides reasonable prior notice of any entry into the Premises.

Document comparison by Workshare 10.0 on Tuesday, January 19, 2021 3:13:59 PM

Input:	
Document 1 ID	file://U:\Transfer\2012 LEASE PROVISIONS 4826-0954-5176 v.1.docx
Description	2012 LEASE PROVISIONS 4826-0954-5176 v.1
Document 2 ID	file://U:\Transfer\2021 Amendment Lease Provisions 4812-4574-1016 v.1.docx
Description	2021 Amendment Lease Provisions 4812-4574-1016 v.1
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	38
Deletions	27
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	65