

	RESOLUTION NO. _____
BY THE COUNCIL:	BISTERFELDT, CLEGG, EBERLE, JORDAN, TIBBS AND SHEALY

A RESOLUTION APPROVING A GROUND LEASE LANDLORD ESTOPPEL CERTIFICATE AND CONSENT (DEPARTMENT OF AVIATION AND PUBLIC TRANSPORTATION) FOR THE FINANCING OF IMPROVEMENTS UPON REAL PROPERTY LEASED BY APPLETON AIRSPORTS, LLC, AND TO BE FINANCED BY WELLS FARGO BANK, N.A.; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE GROUND LEASE LANDLORD ESTOPPEL CERTIFICATE AND CONSENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Appleton AirSports, LLC. leases, pursuant to a Ground Lease for approximately 1.71 acres of land, approved by the Boise City Council on March 21, 2006; and

WHEREAS, Appleton AirSports, Inc., has sought financing for the improvement of the leased Premises from and through Wells Fargo Bank N.A.; and

WHEREAS, Wells Fargo Bank, N.A., as a condition of financing construction costs related to improvements to the leased Premises, requires the Consent and Estoppel of the Landlord, Boise City, in order to enter into the financing agreement, including the execution of a Leasehold Deed of Trust, to facilitate the financing of the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the *Ground Lease Landlord Estoppel Certificate and Consent* for Appleton AirSports, Inc. improvements to be financed by Wells Fargo Bank NA, a copy of said document being attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and hereby are, authorized to execute and attest said *Lease Landlord Estoppel Certificate and Consent* for and on behalf of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of the City of Boise, Idaho, this ____day of _____, 2007.

APPROVED by the Mayor of the City of Boise, Idaho this ____ day of _____,
2007.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
85 Cleaveland Rd
2nd Floor
Pleasant Hill, CA 94523
Attn: AFS Loan Documentation Support

**GROUND LEASE LANDLORD
ESTOPPEL CERTIFICATE AND CONSENT**

TO: Wells Fargo Bank, National Association
85 Cleaveland Rd, 2nd Floor
Pleasant Hill, CA 94523
Attention: Cecilia Go

FROM: City of Boise, an Idaho Municipal Corporation

RE: 3580 South Orchard Street
Boise, Idaho 83705

ESTOPPEL DATE: April 17, 2007

Ground Lease Landlord and Ground Lease Tenant are parties to the Ground Lease.

Wells Fargo Bank, National Association ("**Lender**") is making or has made a \$1,300,000.00 loan ("**Loan**") to Appleton Airports LLC ("**Borrower**" or "**Ground Lease Tenant**") secured by the leasehold interest of the Borrower located at 3580 Orchard Street, Boise, Idaho 83705 ("**Premises**"), described more fully on **Exhibit A** attached hereto and incorporated herein by this reference.

Ground Lease Landlord acknowledges that the value of its landlord leasehold estate will be increased by the Loan and, as consideration for the Loan, has executed and delivered this Ground Lease Landlord Estoppel Certificate and Consent ("Certificate") to Lender.

As used below, the term "**Ground Lease**" means that certain lease agreement dated March 21, 2006, between Ground Lease Landlord and Ground Lease Tenant.

Ground Lease Landlord certifies, acknowledges and agrees as follows:

1. An accurate and complete description of the Ground Lease and all the modifications to the Ground Lease, if any, appears above in the definition of the term "Ground Lease." The Ground Lease is the only lease or agreement between Ground Lease Landlord and Ground Lease Tenant with respect to the Premises. The Ground Lease is in full force and effect and is valid and enforceable against Ground Lease Landlord. The current expiration date of the Ground Lease is February 29, 2036. The current base monthly rent under the Ground Lease is \$1,532.49 and has been paid through April, 2007.

2. Ground Lease Tenant is not in default under the Ground Lease and no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default under the Ground Lease. Ground Lease Landlord has not received any notice that: (i) the Premises are in violation of any laws, municipal ordinances, rules or requirements; or (ii) there is any pending or threatened condemnation action or eminent domain proceeding affecting the Premises.

3. Ground Lease Landlord consents to: (i) Borrower's execution of a mortgage or deed of trust in favor of Lender (together with any and all increases, renewals, modifications, extensions, substitutions, replacements, and consolidations, the "Deed of Trust"), encumbering, among other things, Borrower's leasehold interest in the Premises and the Sublease. The execution and recordation of the Deed of Trust (including UCC-1 Financing Statements) will not constitute a breach of or default under the Ground Lease. Ground Lease Landlord does not need to obtain any other consents with respect to Borrower's execution and delivery of the Deed of Trust. The Deed of Trust creates a valid and enforceable first lien on the leasehold interest of the Sublease.

4. Ground Lease Landlord agrees to send to Lender a copy of those notices that the Ground Lease Landlord is required to give to Ground Lease Tenant under the Ground Lease (each a "Lease Notice"). Ground Lease Landlord also acknowledges that all Lease Notices will be sent to the Lender at the address established above.

5. By the execution by Ground Lease Landlord of this Certificate, any lien rights created by or provided for in the Ground Lease in favor of Ground Lease Landlord and any statutory or possessory liens (including, without limitation, rights of levy or distraint for rent) that the Ground Lease Landlord may have or assert under the Ground Lease or common law are subordinated to the lien of the Deed of Trust (including UCC-1 Financing Statements). Lender may enter the Premises, upon reasonable notice to Ground Lease Tenant, for the purpose of exercising the rights and remedies provided under the Deed of Trust including, without limitation, removing equipment, trade fixtures, and other personal property from the Premises; however, Lender will immediately repair any damage resulting from the removal.

6. Until Lender has completed a foreclosure of the Deed of Trust or accepted an assignment of the Ground Lease in lieu of foreclosure (collectively, a "Foreclosure"),

Lender will not be deemed by virtue of this Certificate to have assumed any of the tenant's obligations under the Ground Lease. Upon any assignment and assumption after a Foreclosure, Lender will be automatically released of all of its obligations under the Ground Lease or any new ground lease.

7. Ground Lease Landlord will not consent to any assignment, subletting or additional encumbrances of the Ground Lease by Ground Lease Tenant without the prior written consent of Lender.

8. All notices given under this Certificate will be in writing and given by express overnight delivery service or certified mail, return receipt requested, and will be deemed to have been delivered: (i) the next business day, if delivered by express overnight delivery service, or (ii) the third business day following the day of deposit of the notice with the United States Postal Service, if sent by certified mail, return receipt requested. Lease Notices to Lender under this Certificate will be provided at the addresses first referenced above or other address or person as Lender, Ground Lease Landlord, or Borrower may from time to time specify in the manner provided above. Any notices to Ground Lease Landlord should be sent to the address below the signature line.

9. This Certificate is binding upon and will inure to the benefit of the Ground Lease Landlord, Lender, and Borrower and their respective successors and assigns. Ground Lease Landlord represents to Borrower and Lender that Ground Lease Landlord has not mortgaged or pledged its fee interest in the Premises. Lender will have the right to assign its right, title, and interest in the Loan and/or Deed of Trust and/or this Certificate to any third party, and upon the assignment, any reference to Lender under this Certificate will mean and refer to the assignee.

10. If the Ground Lease is terminated as a result of a casualty or condemnation, the portion of the insurance proceeds or condemnation award allocable to any improvements located on the Premises will be paid first to Lender or its assignee to satisfy in full the outstanding principal balance of the Loan and all accrued but unpaid interest on the Loan, and then will be allocated between Ground Lease Landlord and Ground Lease Tenant in accordance with the terms of the Ground Lease.

11. So long as the Deed of Trust is in existence, unless Lender will otherwise expressly consent in writing, fee title to the Premises and the leasehold estate of Ground Lease Tenant created by the Ground Lease will not merge but will remain separate and distinct, notwithstanding the acquisition of the fee title and the leasehold estate by Ground Lease Landlord or by a third party, by purchase or otherwise.

12. Lender is relying on this Certificate in connection with the Loan, and Lender may rely on this Certificate in connection with any title insurance policies that may be issued to Lender.

This Ground Lease Landlord Estoppel Certificate and Consent is executed by Ground Lease Landlord as of the Estoppel Date as established above.

GROUND LEASE LANDLORD:

City of Boise, an Idaho Municipal Corporation

By : _____
David H. Bieter, Mayor

By : _____

Title: _____

Address for Notice: _____

[attach notarial acknowledgments]

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

A parcel of land lying in the West half of Section 29, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being Parcel A of Record of Survey No. 7341 recorded April 13, 2006 as Instrument No. 106056955, records of Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 28, 29, 32 and 33, Township 3 North, Range 2 East, Boise Meridian, as shown on Record of Survey Instrument No. 101106775, records of Ada County, Idaho, from which the quarter corner common to said Sections 28 and 29 bears
North 00°11'22" West 2651.32 feet; thence
North 48°55'21" West, 4164.17 feet to a point marking the Northeast corner of Lease Parcel "A" as shown on Record of Survey No. 7204, Instrument No. 106005171, records of Ada County, Idaho, and the Point of Beginning, said point also being located North 88°26'49" West, 3131.43 feet from said East quarter corner of said Section 29; thence
South 00°00'00" East, 323.01 feet; thence
North 90°00'00" West, 119.86 feet; thence
South 69°20'50" West, 51.79 feet to the beginning of tangent curve; thence
Northwesterly along said curve to the right having a radius of 2500.00 feet, an arc length of 136.30 feet, through a central angle of 03°07'26", and a chord bearing and distance of North 23°34'38" West, 136.28 feet; thence tangent from said curve
North 00°00'00" East 262.62 feet; thence
South 77°19'36" East, 210.77 feet; thence
North 90°00'00" East, 17.19 feet; thence to the Point of Beginning.