

**THE TERMS AND CONDITIONS OF THIS TERM SHEET SHALL BE  
TREATED CONFIDENTIALLY BY ALL PARTIES**

**BUSINESS TERM SHEET**

City Park / Fore!Kids Foundation et al

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**Location:** Approximately 550 acres within New Orleans City Park, bounded on the south by I-610, on the north by Filmore Ave., on the west by Marconi Drive and on the east by Wisner Blvd.;

**Landlord:** New Orleans City Park;

**Tenant:** Fore!Kids Foundation, or an entity controlled by Fore!Kids Foundation;

**Scope of Project:**

Project to include the design, planning, construction and operation of two (2) championship golf courses, a nine-hole executive golf course, practice driving range, golf clubhouse, golf maintenance facility and other support facilities;

**Lease Term:** Initial lease (or other legal structure as agreed by the parties) term of fifty (50) years;

**Renewal Options:**

Tenant, at their discretion, shall have four (4) ten (10) year renewal options;

**Start Up Rent:** Start up rent shall be \$100,000 per year, payable in equal monthly installments of \$8,333.33.;

**Start Up Rent Commencement:**

Start up rent shall commence sixty (60) days after approval of lease terms by all responsible authorities and execution of lease;

**Base Rent:** Base rent shall be equal to \$500,000 per year, payable monthly in equal installments of \$41,666.66;

**Base Rent Commencement:**

Rent shall commence the earlier of two years from lease execution or upon opening of the championship golf courses;

**Additional Rent:**

Tenant to pay as additional rent, an amount equal to 33% of net operating profit generated from golf operations. Additional rent shall be calculated annually, and paid annually by March 31;

**Real Estate Taxes, Real Estate Insurance, and Utilities:**

The parties acknowledge that the subject property, because it is publicly owned, is exempt from real estate taxes. Tenant shall pay for commercially available general liability and property insurance, at agreed upon levels. Tenant shall be responsible for payment of all utilities and repairs to Leased premises;

**Use Clause:** Tenant shall be permitted to use the premises for the purpose of operating golf courses, golf driving range and practice facilities, retail sales of merchandise, food and beverages;

**Financing:** Financing of construction and funding of golf operations will be the responsibility of Fore!Kids and its affiliates and partners. It is recognized that New Orleans City Park will provide a portion of the funds required for construction of the golf and recreational facilities. To the extent New Orleans City Park provides in excess of 33% of monies necessary to construct the proposed facilities, Additional Rent shall be adjusted to equal that percentage of total project costs. To the extent any monies provided through New Orleans City Park are provided in the form of debt, all debt service payments shall be deducted from operating profit, before calculation of profit. Tenant has the right to accept or reject debt offered by/ through New Orleans City Park, based upon the economic benefit of same, at Tenant's discretion;

**Miscellaneous:**

In addition to the golf facilities to be constructed on the subject site, Fore!Kids and its affiliates and partners, shall construct additional recreational facilities on the former "North Course" site. Said facilities will initially include up to eight (8) soccer fields and eight (8) baseball/softball fields, with phasing of said facilities to be mutually agreed upon;

**Management:** Fore!Kids Foundation will be responsible for management of the golf operations within New Orleans City Park. City Park will be responsible for management of the other recreational facilities developed by Fore!Kids.