

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT (“Agreement”) is entered into by **JACKSONVILLE LANDING INVESTMENTS, LLC**, a Florida limited liability company (“JLI”) and **CITY OF JACKSONVILLE**, a Florida municipal corporation (the “City”) (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, JLI is the assignee of that certain Disposition, Development and Lease Agreement dated October 3, 1985 between the Rouse-Jacksonville, Inc. and the City (as subsequently amended and assigned and as further described in the attached Exhibit A, the “Lease”) relating to certain property owned by the City and located at 2 Independent Drive, Jacksonville, Florida 32202, commonly known as “The Jacksonville Landing” (the “Landing”);

WHEREAS, the Landing property is composed of multiple parcels of land, easements and use rights as defined in the Lease and its amendments, which specifically includes but is not limited to the West Parcel, East Parcel, West Remainder Parcel between the ramps, East Remainder Parcel between the ramps (all as defined in the Lease) and all easements and licenses referenced in the Lease or any other document creating any easement, license or other right relating directly or indirectly to the Landing and as further described on Exhibit B attached hereto together with any other interest in real or personal, tangible and intangible, property that JLI or any of its affiliates have in any adjacent, contiguous land and adjacent City-owned property, or use in the operation of the shopping center and parking for the Landing (collectively, the “Entire Property”); and

WHEREAS, on November 16, 2017, JLI filed a civil action for declaratory relief and breach of contract now pending in the Circuit Court, Fourth Judicial Circuit, under Case No. 16-2017-CA-007080 (the “Litigation”), to which the City filed a counterclaim against JLI for termination of the Lease and eviction; and

WHEREAS, the Parties have engaged in court-ordered mediation and now wish to avoid the cost, risk, and uncertainty associated with further litigation, and to compromise and completely resolve the Litigation, without admitting or conceding liability;

NOW THEREFORE in consideration of the foregoing, and the following covenants, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is last signed by the Parties.

2. Purpose. The Parties intend this Agreement to divest JLI of any and all interests in the Lease and the Entire Property (including any easement rights, licenses, development rights, options, intangible rights or other rights to use or acquire all or any part of the Entire Property), and return possession of the Entire Property to the City, including all of JLI’s right, title, and interest in and to the buildings, improvements, and fixtures (collectively, the “Building

Improvements”) located on the Entire Property, subject to the rights of those subtenants of JLI (the “Subtenants”) whose written subleases exist at the date of this Agreement (the “Subleases”) in exchange for payment to JLI of \$15,000,000.00 (the “Termination Fee”) by the City. Except as expressly provided in this Agreement or in the Lease, the City does not assume any liabilities or obligations of JLI whatsoever. For avoidance of doubt, this Agreement does not address JLI’s claims for repayment of amounts paid by it to the City in contemplation of JLI’s possible acquisition of that property known as the East Parcel, which are addressed in Section 7 below. For avoidance of doubt, this Agreement does not resolve JLI’s claims for repayment of amounts paid by it to the City in contemplation of JLI’s possible acquisition of that property known as the East Parcel, nor does it resolve the City’s claims for offset of such amounts due to JLI’s beneficial use of said East Parcel, as set forth in Section 9 below.

3. Agreement Subject to Council Approval. This Agreement, with the exception of the provisions dealing with the stay of the Litigation, no admissions, and the confidentiality of this Agreement, will be subject to approval (“Council Approval”) by the Jacksonville City Council (“Council”). The Parties shall use all reasonable, lawful efforts in good faith to cause this Agreement and required legislation to be filed with the Council Office of Legislative Services Division on or before Wednesday, February 20, 2019. In the event an appeal is taken of the Council Approval or an independent action is filed challenging this Agreement, the Parties shall reasonably cooperate to the fullest extent allowed by law to sustain this Agreement and the transaction contemplated herein. If the Council does not approve this Agreement, it shall have no force and effect and the Parties will return to their respective positions as they existed immediately prior to the filing of legislation with Council. This Agreement shall become effective upon the “Approval Date,” which is the earlier of the date the Mayor signs the legislation authorizing this Agreement, or the date such legislation becomes effective without the Mayor’s signature; however, Sections 14, 20 and 22 of this Agreement shall become effective upon the Effective Date.

4. Inspection Period. For a period (the “Inspection Period”) beginning on the Effective Date and concluding on the earlier of: (i) thirty (30) calendar days after the Approval Date or (ii) the satisfaction (or waiver in writing by the City) of all conditions precedent in Section 8 hereof. JLI shall make the Entire Property including but not limited to the Building Improvements available for inspection by the City, during normal business hours and upon reasonable notice throughout the Inspection Period. The City shall pay all costs incurred in making such inspections, tests, analyses and investigations, and the City agrees to repair any damage to the Building Improvements, resulting or relating to such inspection or examination, subject to the provisions of Section 768.28, Florida Statutes. The City’s obligation to close this transaction is conditioned upon satisfaction (unless waived by City in writing) of all conditions precedent set forth in Section 8 hereof. The City shall have an opportunity during the Inspection Period to contact the Subtenants without JLI or its representatives present, to confirm Sublease terms or otherwise perform due diligence and related activities. JLI will provide its Phase I environmental site assessment of the Entire Property as described in Section 8(d) below, and will have the preparer of that report issue a reliance or similar letter to the City such that the City may rely upon the report as though it had commissioned it for itself. If it is determined by the City that a Phase II (as defined in Section 8(d) below) is needed, the Inspection Period shall be extended as reasonably necessary for JLI to have performed the necessary inspections and the

City to receive the reports related thereto, but in no event will the Inspection Period be extended by more one (1) month unless mutually agreed upon by the Parties. As of the Approval Date, JLI hereby ratifies, confirms and recertifies to City all information, documentation and materials provided to the City in connection with this Agreement.

5. Closing and Termination of Lease. Within fifteen (15) days after the end of the Inspection Period (subject to any extensions as provided for herein), at a mutually acceptable time and place in Jacksonville, Florida (the "Closing"): (a) JLI will provide an executed quitclaim deed (the "Deed") in favor of the City in the form attached hereto as Exhibit F for any interest of JLI in Hogan Street, Independent Drive, Water Street and all property east of Hogan Street and south of Independent Drive and Water Street to the middle of the St. Johns River which specifically includes but is not limited to the Entire Property. If documentary stamp tax is due on the deed, JLI will pay the same and the City shall provide a credit at Closing in the amount of the documentary stamps to be paid attendant to the recording of the Deed; (b) JLI shall assign all of JLI's rights in such of the governmental permits or licenses, agreements, leases, subleases, utility contracts, service contracts, maintenance contracts, operating contracts, or other intangible property now or in the future owned by JLI in connection with the Entire Property or any improvements or "Personalty" (as hereafter defined) located on the Entire Property or other rights relating to the ownership, use or operation of the Entire Property, as the City shall direct (but for the avoidance of doubt, assets of the Subtenants, including the assets of Riverfront Entertainment, LLC, an affiliate of JLI that leases space in the Landing, are not to be included in JLI's assignment to the City); (c) the City and JLI will execute a recordable mutual termination of the Lease in the form attached hereto as Exhibit C (the "Termination Agreement"), by which JLI will relinquish any right, title or interest under the Lease, and title to the Building Improvements will vest in the City pursuant to Section 18.5 of the Lease; (d) the City and JLI will execute any other documents necessary to transfer registration of applicable trade names and marks to the City, and the form of such assignment documents shall be submitted to the City for review and approval prior to execution by JLI and any third-parties; (e) the City will pay the Termination Fee to JLI in immediately available funds; and (f) the Parties will execute and deliver such other closing documents as either Party or the "Title Company" (hereafter identified) may reasonably request so that the City may receive good and marketable title to the Entire Property, including a statement of charges and credits ("Closing Statement") reflecting (i) the Termination Fee, (ii) the costs of this transaction to be borne by each Party, (iii) credit to the City for any security deposits held by JLI under the Subleases, and (iv) proration (through the day before Closing) of all rents (inclusive of any additional rents, percentage rent, past due amounts and common area operating/maintenance charges) and other revenues under the Lease and the Subleases, 2019 *ad valorem* taxes on the Building Improvements and Personalty, and the operating costs and utilities charges of those vendors which provide services to the Landing under contracts with JLI identified in the attached Exhibit D (the "Vendors"). All sums received by the City from any Subtenant on or after the Closing date accruing on or after the Closing date shall be retained by the City. If requested by the City and available, JLI shall purchase at the City's sole expense a claims-made insurance policy naming the City as an additional insured that operates retroactively in its coverage, excluding only pending and current litigation.

6. Possession; Risk of Loss. At Closing, JLI will relinquish its possession of those parts of the Entire Property occupied by it, including the Building Improvements, to the City, subject to the rights of the Subtenants under the Subleases. Until Closing, all risk of loss or damage to the Entire Property and the Building Improvements shall remain upon the Parties in accordance with the Lease. JLI shall operate, maintain and insure the Building Improvements at its sole cost and expense until the Closing, and the City will likewise operate, maintain and insure the "Exterior Common Areas" as defined in the Lease, subject to the rights of JLI and the Subtenants therein, as required by the Lease until Closing. Should the Building Improvements be damaged or destroyed due to an insured peril prior to Closing, the City will be entitled at the Closing to the insurance proceeds up to the amount of the Termination Fee, and JLI will execute such assignments and related documents as necessary to transfer same to the City, or will provide a credit to the City at Closing in the amount of such insurance proceeds. If the Building Improvements should be damaged or destroyed by a peril not insured by JLI, the Termination Fee will be reduced at Closing by the actual cash value of the damage or destruction to the Building Improvements as a result of the uninsured casualty. JLI will not enter into or modify any Subleases without the prior written consent of the City, which may be withheld by the City in its sole and unfettered discretion.

7. Leases, Contracts and Rights Affecting the Entire Property. Within five (5) calendar days after the Effective Date, JLI shall provide the following documents to the City:

(a) A schedule of all Personalty, together with true and correct copies of any contracts or documents relating to the same);

(b) A schedule of all contracts and agreements pertaining to the management, maintenance, leasing, use and operation of the Entire Property, and in, to or under any and all amendments supplements and additions thereto, including, without limitation, the Subleases, Vendor contracts and event agreements (together with true and correct copies of any contracts or documents relating to the same);

(c) A schedule of all scheduled events to occur at the Landing, including true and correct copies of all agreements relating to the same.

(d) The Rent Roll for all leases that shall be certified to be true and correct in a form reasonably approved by the City and recertified by JLI at Closing.

8. Conditions Precedent. The City's obligations under this Agreement are contingent upon Council Approval and the satisfaction (or waiver in writing by the City) of the following "Conditions Precedent" prior to Closing:

(a) *Survey.* Within twenty (20) days after the Effective Date, JLI will provide to the City a current updated survey (the "Survey") of its existing as-built survey of the Entire Property, certified to the City, JLI and the Title Company, at JLI's sole expense. The City shall have approval rights of the Survey in its reasonable discretion in connection with any matters shown on the Survey that are caused by JLI or anyone claiming by, through or under JLI, and are

not (i) directly or indirectly related to the Permitted Exceptions, or (ii) improvements for which the City has issued building permits.

(b) *Title.* Upon Closing the City will obtain, at the City's sole expense, an owner's policy of title insurance (the "Title Insurance") issued by Fidelity National Title Insurance Company (the "Title Company") in the full amount of the Termination Fee, subject only to the following "Permitted Exceptions:"

- (i) The rights of the Subtenants under their Subleases;
- (ii) Any matters revealed by the Survey to which the Title Company takes an exception;
- (iii) 2019 *ad valorem* taxes on the Building Improvements, which will be prorated at Closing;
- (iv) Those matters listed in Exhibit B to the Special Warranty Deed to Improvements dated August 28, 2003 from Rouse-Jacksonville, LLC to JLI in Official Records Book 11326, page 2139, Duval County public records, with the exception of Items 1, 2, 3 and 17 of Exhibit B.
- (v) Any claim that any portion of the Entire Property is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to the Entire Property; and
- (vi) Such other exceptions as the City, acting reasonably, shall approve.

Within ten (10) calendar days after the Effective Date, the City will obtain a title insurance commitment and pro forma owners title insurance policy by which the Title Company will commit to issue the Title Insurance to the City at Closing, subject only to the Permitted Exceptions, all at the City's sole expense. City shall have until the end of the Inspection Period to notify JLI in writing of any exceptions to title disclosed in the Title Commitment apart from the Permitted Exceptions or any matters revealed by the Survey to which City has approval authority.

(c) *Subtenants.* On or before the Effective Date, JLI will provide a rent roll to the City listing all of the Subtenants and containing such information as the City may reasonably request regarding the Subleases (the "Rent Roll"). Not later than fifteen (15) calendar days from Council Approval of this Agreement, JLI will produce a written estoppel certificate signed by each Subtenant (or a certificate signed by JLI, as to any Subtenant who fails or refuses to provide same at JLI's request) identifying the Subtenant's Sublease and containing such other information consistent with the Rent Roll as is customarily required of commercial tenants, in a form reasonably acceptable to the City. At the City's request, JLI will issue a written notice (the "Cancellation Notice") at Closing to each of the Subtenants whose Leases are month-to-month and thus cancelable in accordance with Sections 83.02 and 83.04, Florida Statutes. Prior to Closing, JLI will endeavor at the City's request to obtain from each of the Subtenants whose

leases are not month-to-month, a nondisturbance and attornment agreement in form reasonably acceptable to the City and such Subtenants, confirming the continued status of their Subleases under Section 19.8 of the Lease. JLI will indemnify the City against all obligations under the Subleases to the extent accruing prior to the Closing Date. The City will assume and indemnify JLI against all obligations under the Subleases to the extent arising on or after the Closing date. JLI will execute and deliver to the City at Closing an assignment of the Subleases in the form attached hereto as Exhibit G, except that JLI's leases with Riverfront Entertainment, LLC shall be terminated at or before Closing.

(d) *Environmental*. Within 20 days after the Effective Date, JLI will provide to the City a current Phase I environmental site assessment of the Entire Property (the "Phase I") certified to the City and JLI, at JLI's sole expense. If the Phase I recommends further sampling or testing due to the Building Improvements or the operation or use of any part of the Entire Property by JLI or the Subtenants (a "Phase II"), JLI shall cause such Phase II to be completed and provided to the City not later than 15 days prior to the Closing, at no cost to the City.

(e) *Vendors*. On or before the Effective Date, JLI will provide the City a list of all of the Vendors containing such information as the City may reasonably request regarding the Vendors' contracts and services (the "Vendor List"). None of the Vendors' contracts shall be binding upon the City or the Landing after Closing. No later than Closing, JLI will issue a written notice (the "Cancellation Notice") to each of the Vendors, and JLI will assist the City, if requested, in arranging for the continuation of services by those Vendors whom the City may select, in its sole discretion, on such terms as the City and those selected Vendors may agree. Notwithstanding the foregoing, at City's option and with written notice to JLI, JLI shall coordinate having those contracts on the Vendor List designated by the City assigned to the City prior to Closing.

(f) *Personalty*. Within 20 days after the Effective Date, JLI will provide the City a list (the "Personalty Schedule") of all of the tangible and intangible personal property owned by JLI and related to the Landing (the "Personalty"). The Personalty will be transferred to the City at Closing by bill of sale and assignment from JLI in its present, AS-IS condition with no warranties express or implied except for the warranty that such Personalty is owned by JLI free of any liens or encumbrances other than 2019 *ad valorem* taxes, which will be prorated at Closing. At and after Closing, JLI will assist the City, if requested, in arranging for the transfer of any unexpired warranties that relate to the Personalty or the Building Improvements (the "Warranties"). The Personalty will not include any cash, accounts receivable (except to the extent prorated at Closing) or other intangible assets (except for the Warranties), personal computers and servers, monitors, printers, plotters, fax machines, photocopiers, laminating machines, paper supplies, safes, files (except Sublease files and operating files for the Building Improvements or Personalty), stages, Christmas tree, or tools. Also excluded from the term "Personalty" are the assets of the Subtenants, including the assets of Riverfront Entertainment, LLC, an affiliate of JLI that leases space in the Landing.

(g) *Termination Agreement*. At Closing the Parties shall execute the Termination Agreement attached hereto as Exhibit C.

(h) *Closing Statement.* On or before the Effective Date, JLI shall submit a proposed Closing Statement to the City for its approval consistent with this Agreement. In addition to those charges, credits, prorations and other matters addressed in Section 5 above, the Closing Statement shall reflect (i) JLI's payment at or before Closing of the costs of (A) obtaining the updated Survey, (B) recording the Termination Agreement, (C) issuing the Title Insurance, and (D) obtaining the Phase I (and if required, the Phase II), and (ii) the City's payment of the cost of the City's Title Policy, if issued.

9. East Parcel Litigation. Execution of this Agreement does not waive, release or affect in any way either Party's claims or defenses in the litigation styled *City of Jacksonville v. Jacksonville Landing Investments, LLC*, pending in the Circuit Court, Fourth Judicial Circuit, under Case No. 16-2105-CA-006340 (the "East Parcel Litigation"), with respect to the court's determination of the equitable accounting appropriate to rescind the Purchase Provisions of the Sixth Amendment to the Lease. For the avoidance of doubt, JLI is relinquishing all possession of the East Parcel as described in Exhibit B, together with the parking equipment, parking ticket machines, parking attendant booths, easements over the West Parcel, as defined in Exhibit B and otherwise for the benefit of the East Parcel.

10. Representations of JLI. By execution of this Agreement, JLI agrees and acknowledges that the City intends to rely on the following representations and warranties as a material inducement to entering into this Agreement. JLI shall provide the City satisfactory proof of each of the representations, to the extent such proof exists, at least ten (10) calendar days prior to Closing. If any of these representations are materially inaccurate or untrue, unless JLI agrees to indemnify the City for the consequences of such material inaccuracy or untruth, the City may immediately terminate this Agreement. Notwithstanding any provisions in this Agreement to the contrary and for the avoidance of doubt, any material inaccuracy or untruth regarding subparagraphs (a), (c), and (k) below shall be a default of this Agreement and the City may immediately terminate this Agreement. JLI represents and warrants as true, the following:

(a) The execution and delivery of this Agreement by JLI has been approved by all parties whose approval is required under the terms of the governing documents creating JLI or any agreement between the members of JLI.

(b) There is no litigation, threat of litigation known to JLI as of the Effective Date, or other matter challenging JLI's authority to enter into and perform this Agreement and the exhibits hereto, or which affects JLI's title to the Lease and all interests granted thereunder and Building Improvements.

(c) JLI is the sole lessee under the Lease and the sole owner of all of the corresponding rights, title, and interest in and to the Building Improvements and other rights granted to JLI under the Lease, and other than JLI (and the Subtenants under their Subleases), no person or entity has any right, title, or interest in or to the Lease or Building Improvements as lessee under the Lease.

(d) All agreements between JLI and third-party Vendors relating to the Entire Property are terminable at-will, without cost to the City, upon no more than thirty (30) days' notice.

(e) Any event currently scheduled or planned by or on behalf of JLI to take place on the Entire Property may be cancelled at any time without cost or damage to the City.

(f) No persons other than the Subtenants under their respective Subleases are in possession of, or have been given license to use any portions of, the Entire Property by JLI or anyone claiming by, through or under JLI.

(g) Other than as disclosed to the City hereunder, there are no service agreements, maintenance contracts, leases or subleases or other agreements affecting the Entire Property which are or will be binding upon the City after Closing;

(h) JLI's sublease with respect to the Hooter's restaurant on the Entire Property is terminable upon 180 days' written notice, subject to a buyout of no more than \$230,000.

(i) JLI's sublease with respect to the Finn MacCool's restaurant on the Entire Property is terminable upon 180 days' written notice, subject to a buyout of no more than \$360,000.

(j) At Closing, JLI shall certify to the City in writing of all claims and law suits then pending against JLI and for which JLI has been served.

(k) Except as otherwise expressly provided herein, JLI shall not further encumber the Entire Property or any portion thereof or any of the improvements or personal property located thereon. Between the Effective Date of this Agreement and the earlier of the Closing Date or the termination of this Agreement, JLI shall not voluntarily create any exception to title to the Entire Property.

11. Mutual Release. At Closing, each of the Parties, on its own behalf and on behalf of their respective officers, representatives, assigns, predecessors, successors, agents, and attorneys (each a "Releasing Party") shall release, remise and discharge the other Party and such Party's present and former officers, agents, representatives, assigns, predecessors, successors, affiliates and attorneys (each a "Released Party"), from and of any and all claims, demands, actions, causes of action, suits, sums of money, accounts, covenants, agreements, contracts and promises, of every kind and nature whatsoever, in law or in equity, whether sounding in contract, tort or otherwise, whether or not they have been subject to dispute, and whether known or unknown to the Releasing Party, and whenever arising, which each Releasing Party had, now has or may have hereafter against each Released Party by reason of any fact, event, act, matter, cause or thing whatsoever, arising from, or related to, the Litigation, Entire Property, Lease, and Building Improvements, excepting therefrom only claims and obligations arising under this Agreement, and the claims and defenses of the Parties expressly retained under this Agreement as to the East Parcel Litigation.

12. Representation of Authority. The Parties represent and warrant to each other: that they have had the assistance and advice of counsel and are fully aware of and have been fully advised of the terms, conditions and consequences of this Agreement; that the individual who executes this Agreement for that Party is authorized to sign this Agreement for and bind that Party; that all requisite approvals for authority have been obtained or granted; that they own and have not sold, pledged, hypothecated, assigned or transferred any of the claims, actions, causes of action, suits, damages, losses, judgments, executions, demands, liabilities, guarantees, obligations, responsibilities, liens, expenses, costs, or attorneys' fees released within this Agreement; and no trustee, assignee, affiliate or creditor owns or has any interest in these claims or the Litigation.

13. Indemnification. Each Party shall indemnify, hold harmless and defend the other Party from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any demands, suits and actions of any kind brought by nonaffiliated third parties against the indemnified Party or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any nonaffiliated third party or third parties arising out of or in connection with any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the indemnifying Party (which for this purpose includes the officers, employees, agents and contractors of the indemnifying Party) that causes injury (whether mental or corporeal) to persons (including death) or damage to property, with respect to the Entire Property, the Lease, and the Building Improvements. Notwithstanding the foregoing, JLI's indemnity will relate only to such matters accruing prior to the Closing date, and the City's indemnity will relate only to such matters accruing on or after the Closing date or were otherwise the responsibility of the City under the Lease if they occurred before the Closing date. Nothing contained in this paragraph will be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes. The scope and terms of the indemnity obligations herein described are separate and apart from, and will not be limited by any insurance provided pursuant to the Lease, this Agreement or otherwise. The term "Party" for the purpose of this indemnification will include all of that Party's members, officers, officials, employees and agents. The provisions of this Section 13 shall survive the Closing.

14. Stay of Litigation. From the date of this Agreement through the Closing or rejection of this Agreement by City Council, the Parties agree that no actions will be taken by either Party to advance the Litigation and that any pending discovery in the Litigation will be stayed.

15. Dismissal of Litigation. Upon Closing, the Parties shall dismiss the Litigation with prejudice, with each Party to bear its own attorneys' fees and costs in such actions.

16. Counterparts and Facsimile Signatures. This Agreement and any amendments hereto may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of

this Agreement or the amendment, as applicable. For purposes of this Agreement and any amendment hereto, a facsimile copy of a Party's signature (including a copy transmitted by email in PDF or similar format) shall be deemed an original and shall be sufficient to bind such Party.

17. Interpretation. This Agreement shall be construed in harmony with the Termination Agreement to the fullest extent possible. If there is an irreconcilable conflict between the terms of this Agreement and the terms of the Termination Agreement, the terms of this Agreement shall control.

18. Co-Termination of Agreements. If either this Agreement or the Termination Agreement is terminated by either Party under their respective terms, the other agreement will also be terminated at that time.

19. Integration. Each Party warrants that no promise, inducement, or agreement not expressed in this Agreement or the Termination Agreement (collectively, the "Agreements") has been made in connection with the Agreements. The Agreements constitute the entire understanding between the Parties with respect to their subject matter, and supersede and replace all prior negotiations or proposed agreements, and all prior representations, warranties, statements, promises and understandings, written or oral, between the Parties with respect to the subject matter of the Litigation, the East Parcel Litigation, the Lease, the Entire Property and the Agreements. The Agreements may not be amended, supplemented or otherwise modified except by a written instrument executed by each of the Parties as described above.

20. No Admissions. This Agreement is a compromise of disputed claims, and the Parties agree that nothing in this Agreement is intended to, and does not constitute, an admission of liability or fault on the part of the City or JLI. Nothing contained in this Agreement or the Termination Agreement shall constitute an admission of any facts or law, or be used as such by either Party, including without limitation, in the Litigation or East Parcel Litigation. The terms and provisions of this Section 20 shall survive the Closing or any termination of this Agreement.

21. Governing Law and Venue. This Agreement shall be construed and enforced pursuant to the law of the State of Florida. With respect to any dispute arising out of or related to this Agreement, each Party subjects itself to the exclusive jurisdiction of the State and Federal courts in Florida, and likewise agrees that the sole venue shall be the State or Federal courts located in Duval County, Florida.

22. Confidentiality. Upon execution of the Agreement by both Parties, the Parties shall issue an agreed-upon joint press release, and shall make no further statements, or voluntarily disclose, to any third-party any information regarding this Agreement, the transaction contemplated in this Agreement, or any confidential mediation communications without the mutual written consent of the Parties, except as required by law or court order, or as necessary to obtain Council Approval.

23. Further Assurances. The Parties agree to execute such other documents and take such further actions as may be reasonably necessary to carry out the purpose and terms of this

Agreement and the Termination Agreement, with each Party paying its own costs and attorney's fees associated therewith. This provision will survive the Closing.

24. Post-Closing Claims. For a period of 12 months after the Closing (the "Claim Period"), any claim or demand made against the City by an unaffiliated third party with regard to a matter occurring prior to the Closing for which JLI (and not the City) would have been responsible under the Lease or this Agreement (each a "Covered Claim") will be presented in writing (the "Claim Notice") by the City to JLI for resolution, including the defense of the City by JLI at no cost to the City and the indemnity of the City against any liability which may ultimately result from such Covered Claim. Notwithstanding the foregoing, nothing in this Section 24 shall be construed to limit the indemnification provided for in Section 13

(a) The City agrees to reasonably cooperate with and assist JLI and its attorneys in the investigation, defense and/or settlement of the Covered Claims, at no material expense to the City.

(b) This indemnity of the City by JLI is in addition to and not in lieu of the liability insurance maintained by JLI pursuant to the Lease, under which the City is named as an additional insured. Nothing contained in paragraph 24 will be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

(c) At Closing, JLI will deliver to the Title Company or other mutually-acceptable third party escrow agent (the "Escrow Agent") the sum of \$500,000 cash (the "Deposit," which shall include any earnings thereon), to be held by the Escrow Agent on behalf of the Parties pursuant to an escrow agreement among the Escrow Agent, the City and JLI (the "Escrow Agreement") in the Escrow Agent's customary form mutually acceptable to the Parties to be executed at or before the Closing. Under the Escrow Agreement, the Deposit shall be made available to satisfy JLI's obligations to the City under this Section 24 should JLI fail to do so within 30 days after written notice from the City. At such time as all Covered Claims, if any, have been finally resolved (including the disposition of any appeals, or the passage of the applicable appeal period with no appeal taken) and all of JLI's obligations with respect to the Covered Claims have been paid ("Final Resolution"), the remainder of the Deposit, if any (less the Escrow Agent's fees and costs under the Escrow Agreement) shall be promptly returned to JLI. For the avoidance of doubt, the Deposit and Letter of Credit (defined below) are in no way a limitation of liability of JLI for post-closing obligations and JLI remains liable for any post-closing obligations in excess of the Holdback.

(d) As an alternative to the Deposit, JLI may choose at any time to provide an irrevocable standby letter of credit in the penal sum of \$500,000 issued to the City as beneficiary (the "Letter of Credit"), which shall remain in effect until such time as the Final Resolution has occurred. The Letter of Credit shall be issued by Wells Fargo Bank, N.A. or other financial institution reasonably approved by the City (the "Issuer"), in a form reasonably acceptable to the City. The Letter of Credit shall be tendered to the City by JLI, to be drawn upon by the City in accordance with its terms if and as needed to satisfy JLI's obligations to the City under this Section 19 should JLI fail to do so within 30 days after written notice from the City, or if JLI

should fail to provide a written extension or replacement of the Letter of Credit meeting the terms of this Section 19 at least 30 days before it would otherwise expire. Upon furnishing the Letter of Credit to the City, the Escrow Agreement, if any, shall be cancelled, and the remaining Deposit, if any, will be returned to JLI. Once the Final Resolution has occurred, the Letter of Credit will be promptly returned to JLI by the City.

25. Extension of Deadlines. Upon the mutual agreement of the Parties, the time frames for the Inspection Period, Closing date and other deadlines set forth herein may be extended in the cumulative amount of up to four (4) months.

26. Exhibits. The Exhibits to this Agreement are as follows:

- Exhibit A - Lease Description
- Exhibit B - Entire Property
- Exhibit C - Lease Termination Agreement
- Exhibit D - Vendors List
- Exhibit E - Form of Estoppel Certificate
- Exhibit F - Deed to City
- Exhibit G - Assignment Agreement

No later than March 15, 2019, the Parties shall approve, initial and attach to this Agreement any such Exhibits which are not attached as of the Effective Date, which Exhibits shall then become a part of this Agreement as fully as if they had been attached upon its execution by the Parties. The parties acknowledge and agree any exhibits attached to this Agreement after the Effective Date are subject to Council approval.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

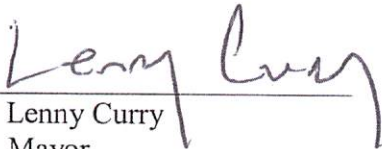
[End of Agreement - Signatures to Follow]

**SIGNATURE PAGE TO
MEDIATED SETTLEMENT AGREEMENT**

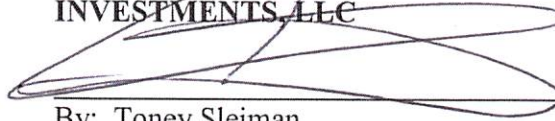
EXECUTED AND DELIVERED this 20th day of February 2019.

Pursuant to Rule 1.730(b), Florida Rules of Civil Procedure, the undersigned parties and their counsel acknowledge and consent to the above agreement:

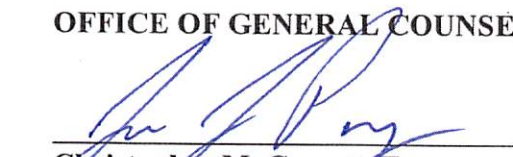
CITY OF JACKSONVILLE


By: Lenny Curry
Its: Mayor

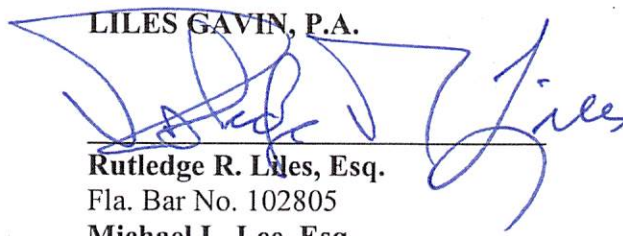
**JACKSONVILLE LANDING
INVESTMENTS, LLC**


By: Toney Sleiman
Its: President

OFFICE OF GENERAL COUNSEL


Christopher M. Garrett, Esq.
Assistant General Counsel
Fla. Bar No. 0798541
Tiffany D. Safi, Esq.
Assistant General Counsel
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jpayne@coj.net
Phone: (904) 630-1700
Fax: (904) 630-1316
Counsel for City of Jacksonville

LILES GAVIN, P.A.


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*Counsel for Jacksonville Landing
Investments, LLC*

GC#1266065

Exhibit A

Lease

That certain Disposition, Development and Lease Agreement dated October 3, 1985, among Rouse-Jacksonville, Inc. (predecessor in interest to Rouse-Jacksonville, LLC), City of Jacksonville, and Jacksonville Downtown Development Authority (predecessor in interest to City); as amended by that certain Short Form Lease Agreement dated March 13, 1986, recorded in Official Records Volume 6138, page 2127, public records of Duval County, Florida; as amended by that certain First Amendment to Disposition, Development and Lease Agreement dated as of March 13, 1986; as amended by that certain Second Amendment to Disposition, Development and Lease Agreement dated October 26, 1987, recorded in Official Records Volume 6419, page 1334, public records of Duval County, Florida; as amended by that certain Third Amendment to Disposition, Development and Lease Agreement dated January 12, 1996; as amended by that certain Fourth Amendment to Disposition, Development and Lease Agreement dated December 5, 1998; as amended by that certain Fifth Amendment to Disposition, Development and Lease Agreement dated June 25, 2001; as assigned to Jacksonville Landing Investments, LLC in that certain Assignment and Assumption of City Lease by and between Rouse-Jacksonville, LLC, a Delaware limited liability company and Jacksonville Landing Investments, LLC, a Florida limited liability company, dated August 29, 2003 and recorded in Official Records Volume 11326, page 2118, public records of Duval County, Florida; and as amended by that certain Sixth Amendment to Disposition, Development and Lease Agreement dated February 8, 2007 (collectively, the "Lease").

Exhibit B

Legal Description of Entire Property

Exhibit C

Lease Termination Agreement

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2019 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (the “City”), and **JACKSONVILLE LANDING INVESTMENTS, LLC**, a Florida limited liability company (the “JLI”) (collectively the “Parties” and individually a “Party”).

RECITALS:

A. The City is the owner of a parcel of land, exterior common area improvements, parking areas and a reversionary interest in the buildings of that certain commercial retail establishment known as the Jacksonville Landing (the “Landing”), located in the Community Redevelopment Area on the North Bank of the St. Johns River in downtown Jacksonville. The City as lessor leases the land underlying the Landing buildings to JLI for its operation of the Landing, pursuant to that Disposition, Development and Lease Agreement dated October 3, 1985, as previously amended six times and as more particularly described in **Exhibit A** attached hereto (the “Lease”).

B. JLI is the successor by assignment to Rouse-Jacksonville, Inc. as the lessee under the Lease.

C. The City and JLI are parties to a lawsuit styled Jacksonville Landing Investments, LLC v. City of Jacksonville, Case No. 2017-CA-007080 in the 4th Judicial Circuit (“Main Case”). This Agreement is attached to the settlement agreement for the Main Case which has been approved by the City Council in Ordinance 2019-_____-E (the “Settlement Agreement”).

D. The City and JLI are also parties to a lawsuit styled City of Jacksonville v. Jacksonville Landing Investments, LLC, Case No. 2015-AA-006340 in the 4th Judicial Circuit (the “East Parcel Case”) concerning JLI’s rescission of its option to purchase a portion of the land included in the Lease plus other adjacent land owned by the City (collectively, the “East Parcel”). At the Closing and pursuant to the Settlement Agreement, JLI will by its execution of this Agreement surrender any option or claim it once had under the Lease to purchase the East Parcel, and shall surrender possession thereof and transfer all personal property and fixtures (e.g. parking control and revenue collection equipment) to the City.

E. Pursuant to the terms of the Lease, JLI owns and maintains the Landing buildings described generally in the Lease as the “Building Improvements,” together with a leasehold interest and easements to use the real property described in the Lease (collectively, inclusive of the Existing Buildings and the Leased Property as defined in the Lease, the “Property”).

F. The City and JLI desire to terminate the Lease as a part of their settlement of the Main Case, and to affirm that ownership of the Property automatically vests in the City upon termination of the Lease in accordance with its terms.

G. The City desires to terminate the Lease and thereby acquire the Property for public use and other desirable public purposes in the furtherance of the public's health, safety and general welfare.

NOW, THEREFORE, in consideration of \$10 as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

Recitals. The above recitals are true and correct and are hereby incorporated herein by this reference.

Lease Termination. The City and JLI each acknowledge and agree that the Lease is hereby cancelled, null and void and all of the Parties' right, title and interest under the Lease and any estate created thereby, together with any purchase options contained therein, are hereby terminated upon the Effective Date of this Agreement (the "Lease Termination Date"), except for those equitable rescission claims and defenses raised by the Parties in the East Parcel Case, which shall remain in effect as provided in the Settlement Agreement. Notwithstanding the foregoing, pursuant to this Agreement the Parties have the following obligations through the Closing Date and termination of the Lease: (i) JLI's obligation to return the Property in its present AS-IS condition; (ii) JLI's obligation to pay the rent, expenses, real estate taxes, and other amounts due from JLI under the Lease, prorated to the Closing Date; (iii) JLI's obligation to repair any damage to the Property caused by JLI's removal of its personal property and equipment not subject to conveyance pursuant to this Agreement. Until the Closing Date, JLI and the City shall continue to perform their respective duties and obligations under the Lease. Nothing herein waives or releases any Party's rights and remedies in the event of a default by the other Party under the Lease arising prior to the Lease Termination Date.

No Assumption of Liabilities. The Parties acknowledge that the transactions contemplated in this Agreement and in the Settlement Agreement are not intended to constitute the sale of JLI to the City nor do the parties intend that the City is to be deemed a successor to JLI with respect to any liabilities of JLI to any third parties. The City shall neither assume nor be liable for any of the debts, liabilities, obligations of JLI to any other person or entity, of any kind or nature, whether known or unknown, fixed or contingent, liquidated or unliquidated, certain or uncertain, whether existing now, upon Closing, or at any time thereafter. JLI shall be responsible for all claims, demands, actions, causes of action, suits, sums of money, accounts, covenants, and liabilities of every kind and nature, known or unknown, arising prior to the Closing Date and relating to the Property or the Lease. As between the City and JLI, the City shall only be responsible for claims, demands, actions, causes of action, suits, sums of money, accounts, covenants and liabilities of every kind and nature, for which the City is liable under the terms of the Lease prior to the Lease Termination Date, and for all claims, demands, actions, causes of action, suits, sums of money, accounts, covenants and liabilities of every kind and nature arising on and after the Lease Termination Date and relating to the Property. This Section shall survive the Closing contemplated by the Settlement Agreement.

Notices. Any and all notices required or permitted to be served pursuant to the terms of this Agreement shall be in writing and shall be given to the Parties in the manner contemplated in the Settlement Agreement.

Memorandum of Lease Termination. Simultaneously herewith, Tenant shall execute, acknowledge and deliver its Memorandum of Lease Termination Notice in recordable form in the form attached hereto as Exhibit B and Exhibit C.

Counterparts and Facsimile Signatures. This Agreement and any amendments hereto may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement or the amendment, as applicable. For purposes of this Agreement and any amendment hereto, a facsimile copy of a Party's signature (including a copy transmitted by email in PDF or similar format) shall be deemed an original and shall be sufficient to bind such Party.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date appearing by their signatures below.

WITNESSES:

JACKSONVILLE LANDING INVESTMENTS,
LLC, a Florida limited liability company

(Print Name)_____

By: _____
_____, Managing Member

DATE: _____

(Print Name)_____

(Corporate Seal)

CITY OF JACKSONVILLE

By: _____
Lenny Curry, Mayor

Attest: _____
(OFFICIAL SEAL)

James R. McCain, Jr.
Corporation Secretary

Form Approved:

By: _____
Office of General Counsel

EXHIBIT A to Lease Termination Agreement

LEASE

That certain Disposition, Development and Lease Agreement dated October 3, 1985, among Rouse-Jacksonville, Inc. (predecessor in interest to Rouse-Jacksonville, LLC), City of Jacksonville, and Jacksonville Downtown Development Authority (predecessor in interest to City); as amended by that certain Short Form Lease Agreement dated March 13, 1986, recorded in Official Records Volume 6138, page 2127, public records of Duval County, Florida; as amended by that certain First Amendment to Disposition, Development and Lease Agreement dated as of March 13, 1986; as amended by that certain Second Amendment to Disposition, Development and Lease Agreement dated October 26, 1987, recorded in Official Records Volume 6419, page 1334, public records of Duval County, Florida; as amended by that certain Third Amendment to Disposition, Development and Lease Agreement dated January 12, 1996; as amended by that certain Fourth Amendment to Disposition, Development and Lease Agreement dated December 5, 1998; as amended by that certain Fifth Amendment to Disposition, Development and Lease Agreement dated June 25, 2001; as assigned to Jacksonville Landing Investments, LLC in that certain Assignment and Assumption of City Lease by and between Rouse-Jacksonville, LLC, a Delaware limited liability company and Jacksonville Landing Investments, LLC, a Florida limited liability company, dated August 29, 2003 and recorded in Official Records Volume 11326, page 2118, public records of Duval County, Florida; and as amended by that certain Sixth Amendment to Disposition, Development and Lease Agreement dated February 8, 2007.

EXHIBIT B to Lease Termination Agreement

Memorandum of Lease Termination Notice

Prepared by and return to:
John Sawyer
Assistant General Counsel
City of Jacksonville
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

STATE OF FLORIDA)
COUNTY OF DUVAL)

MEMORANDUM OF LEASE TERMINATION NOTICE

THIS MEMORANDUM OF LEASE TERMINATION NOTICE (“Termination”) is made as of this ___ day of _____, 2019, by and between **CITY OF JACKSONVILLE**, a Florida municipal corporation (the “City”), and **JACKSONVILLE LANDING INVESTMENTS, LLC**, a Florida limited liability company (the “JLI”) (collectively the “Parties” and individually a “Party”).

WHEREAS, the City as landlord and JLI as tenant, by way of that certain assignment and assumption agreement of City lease Official Records Volume 11326, Page 2118 of the current public records of Duval County, have previously entered into that certain Disposition, Development and Lease Agreement dated October 3, 1985, as previously amended six times and as more particularly described in **Exhibit A** attached hereto (the “Lease”), with respect to the Land described in **Exhibit B** hereto and the building improvements and other improvements thereon located at 2 Independent Drive, Jacksonville, Florida 32202, which Lease is evidenced by a Short Form Lease Agreement dated March 13, 1986 recorded in Official Records Volume 6138, page 2127 (“Short Form Lease”), and also by that certain Fifth, Amendment to Disposition, Development and Lease Agreement dated June 25, 2001, a memorandum of which was recorded in Official Records Book 10429, page 618 (the “Short Form Fifth Amendment”), and as assigned under Assignment and Assumption of City Lease dated August 29, 2003, recorded in Official Records Book 11326, page 2118, all in the current public records of Duval County, Florida (collectively, the “Lease”).

WHEREAS, the Lease (including, but not limited to, any extensions options, purchase options, and all other use and easement rights granted in connection therewith (the “Rights”) has been terminated by the mutual agreement of the Parties.

WHEREAS, this Termination is entered into for the purpose of setting forth upon the public record that the Lease (including, but not limited to, the Rights) is terminated and null and void and the Memorandum is of no further force and effect.

NOW THEREFORE, for good and valuable consideration, each to the other in hand paid, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Lease, including but not limited to, the Short Form Lease, the Short Form Fifth Amendment and the Rights is hereby terminated and released and the Lease, including the Short Form Lease, the Short Form Fifth Amendment and the Rights, is of no further force or effect.

2. The parties hereto acknowledge that this Termination is intended to be recorded in the Official Public Records of Duval County, Florida.

IN WITNESS WHEREOF, City and JLI have executed the foregoing Memorandum of Termination of Agreement and affixed their seal on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.,
Corporation Secretary

By: _____
Lenny Curry, Mayor

[Corporate Seal]

Form Approved:

By: _____
Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

Acknowledged before me this _____ day of _____, 2019, by Lenny Curry and James R. McCain, Jr., as Mayor of the City of Jacksonville and Corporation Secretary, respectively, on behalf of the City. They is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Witnesses:

Name: _____

Name: _____

JLI:

JACKSONVILLE LANDING INVESTMENTS,
LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF DUVAL

Acknowledged before me this _____ day of _____, 2019, by _____,
as _____ of Jacksonville Landing Investments, LLC, a Florida limited liability
company, on behalf of the company. Such person is personally known to me or produced
_____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT A to Notice of Termination

LEASE

That certain Disposition, Development and Lease Agreement dated October 3, 1985, among Rouse-Jacksonville, Inc. (predecessor in interest to Rouse-Jacksonville, LLC), City of Jacksonville, and Jacksonville Downtown Development Authority (predecessor in interest to City); as amended by that certain Short Form Lease Agreement dated March 13, 1986, recorded in Official Records Volume 6138, page 2127, public records of Duval County, Florida; as amended by that certain First Amendment to Disposition, Development and Lease Agreement dated as of March 13, 1986; as amended by that certain Second Amendment to Disposition, Development and Lease Agreement dated October 26, 1987, recorded in Official Records Volume 6419, page 1334, public records of Duval County, Florida; as amended by that certain Third Amendment to Disposition, Development and Lease Agreement dated January 12, 1996; as amended by that certain Fourth Amendment to Disposition, Development and Lease Agreement dated December 5, 1998; as amended by that certain Fifth Amendment to Disposition, Development and Lease Agreement dated June 25, 2001; as assigned to Jacksonville Landing Investments, LLC in that certain Assignment and Assumption of City Lease by and between Rouse-Jacksonville, LLC, a Delaware limited liability company and Jacksonville Landing Investments, LLC, a Florida limited liability company, dated August 29, 2003 and recorded in Official Records Volume 11326, page 2118, public records of Duval County, Florida; and as amended by that certain Sixth Amendment to Disposition, Development and Lease Agreement dated February 8, 2007.

EXHIBIT B to Notice of Termination

Legal Description of Land

Exhibit D
Vendors List

Exhibit E

Form of Estoppel Certificate

TENANT'S ESTOPPEL CERTIFICATE

PREMISES:

LEASE DATE:

LANDLORD:

Jacksonville Landing Investments, LLC

TENANT:

NOW THEREFORE, for \$10.00 and other good and sufficient consideration, receipt of which is acknowledged, and for the purposes of providing information to City regarding the Lease and the Premises, Tenant certifies to City and Landlord that as of the date of the execution of this Tenant Estoppel Certificate ("Certificate"), all of the following statements are true:

1. A true, complete, and correct copy of the Lease is attached hereto as Exhibit "A". Other than as attached on Exhibit "A", the Lease has not been modified, changed altered, assigned, supplemented or amended in any respect. The Lease is not in default and is valid and in full force and effect on the date hereof. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Premises. Tenant shall make no amendments to the Lease without the written approval of the City.
2. That the term of the Lease commenced on _____, and the Tenant is in full and complete possession of the premises demised under the Lease and has commenced full occupancy and use of the Premises. The Tenant is operating at the Premises under the name of _____.
3. That:
 - (i) the fixed monthly rent of _____ has been paid to and including _____;

- (ii) no advance rental or other payment has been made in connection with the Lease, except rental for the current month;
 - (iii) there is no "free rent" or other rent concession or adjustments to which Tenant is entitled under the remaining term of the Lease;
 - (iv) if applicable, the amount of additional charges payable for the most recently completed computation period are as follows:
 - (a) percentage rent for the last fiscal year is \$ _____;
 - (b) the current monthly common area maintenance charge is \$ _____;
 - (c) the current monthly charge for taxes, including real estate, is \$ _____;
 - (d) the current monthly insurance charge is \$ _____;
 - (e) the current monthly service charges are \$ _____.
 - (v) if applicable, all additional charges payable under the terms of the Lease have been paid through _____;
 - (vi) if applicable, the Base Year for the purposes of computing tax escalations or any additional charges is _____;
 - (vii) if applicable, gross sales for the most recent fiscal year (as defined in the Lease) are _____; and
 - (viii) if applicable, all percentage rent payable under the terms of the Lease has been paid for the period _____.
4. That a security deposit in the amount of _____ has been delivered to Landlord, which amount is not subject to any set-off or reduction or to any increase for interest or other credit due to Tenant. In addition, if applicable, tenant improvement or similar funds have been delivered to Landlord in the amount of \$ _____. The obligations of Tenant under the Lease are guaranteed by _____ and such guarantor joins with Tenant in execution of this Certificate to acknowledge its concurrence with the statements made herein.
 5. That all obligations, commitments, space, payments, repairs, build out allowances, inducements, other sums and conditions under the Lease to be performed to date by Landlord have been satisfied, free of defenses and set-offs including all construction work in the Premises.
 6. That there is no existing default or unfulfilled obligations on the part of the Landlord in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

7. That the undersigned claims no offsets, set-offs, rebates, adjustments, concessions, abatements or defenses against or with respect to rent, additional rent, security deposits, or other sums payable under the terms of the Lease. Nor is the Tenant aware of any such claims or defenses on the part of the Landlord. The undersigned agrees not to invoke any of its remedies under the Lease during the period in which the Landlord is proceeding to cure any default on the part of Landlord under the Lease, as long as Landlord is acting with due diligence to cure the default.

8. That the Lease provides for a primary term of _____ years, which expires on the _____ day of _____.

9. That the Lease makes the following provision for extension of its term beyond the expiration term: (initial one)
 - () neither the Lease nor any of the agreements listed in Paragraph 1 hereof (if any), contain an option(s) or other right to extend for any additional term or terms.

 - () the Lease and/or the agreements listed in Paragraph 1 above contain an option for _____ additional term(s) of _____ years.

 - () the Lease and/or the agreements listed in Paragraph 1 above contain authorize the lease to continue on a month to month basis until terminated by Landlord, or City if the master lease is terminated, with ___ days prior written notice to Tenant.

10. Any rights of first refusal to lease additional space or obligations to lease additional space are described as follows: _____.

11. That tenant has no right to terminate the lease other than as a result of a material casualty or condemnation that results in the landlord being unable to substantially restore the premises within a reasonable period of time. Tenant acknowledges and agrees that upon termination of the master lease agreement between Landlord and City, City shall have the right to terminate the Lease and enforce its terms and obligations against Tenant.

12. That Tenant has no option or right to purchase the Premises or any part thereof.

13. That no violation of any environmental law or regulation has occurred or currently exists with respect to the Premises.

14. That there are no unpaid or outstanding claims, bills or invoices for any labor performed upon or materials furnished to either the Tenant or Premises for which any lien or encumbrance including, without limitation, materialmen, suppliers and mechanic's liens, have been asserted or may be asserted against either the Tenant or Premises.

- 15. That there are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or equivalent laws for debtor relief of any state thereof.
- 16. That there are no existing, pending or threatened lawsuits affecting the Premises or the Lease or between Tenant and Landlord.
- 17. That Tenant has all applicable permits, licenses, certificates of occupancy and other documentation required by the applicable governmental authorities in order to operate its business in full accordance with the law.
- 18. Tenant has accepted the Premises in its current condition and has entered into possession and occupancy of the Premises.
- 19. Tenant acknowledges that the City, as the owner of the land on which the Premises are located, has agreed to purchase the Premises from Landlord, and to terminate its master lease with Landlord, and that the City required this Tenant Estoppel Certificate as a condition to the purchase of the Premises and termination of the master lease and is relying on it;
- 20. Tenant acknowledges that this Certificate shall be binding on Tenant, and may be relied on by the Landlord and City and their respective successors and assigns, as well as all parties claiming through or under the Landlord or City or their respective successors and assigns.
- 21. Any changes to this Tenant Estoppel Certificate must be made in writing and must be signed by both City and Landlord.

WITNESS:

TENANT:

By: _____
Authorized Signatory (Please Print Name)

WITNESS:

GUARANTOR:

By: _____
Authorized Signatory (Please Print Name)

DATE: _____

Exhibit F
Deed to City

Exhibit G

Assignment Agreement from JLI to City