

ESTOPPEL CERTIFICATE

This ESTOPPEL CERTIFICATE (“Estoppel”), dated as of _____, 2020 (the “Effective Date”), is executed by the City of Meridian, a municipal corporation of the State of Idaho (“Lessor”), in favor of Lakeview Meridian Investors, LLC, an Idaho limited liability company, T. Erik Oaas and Steven H. Laney (collectively, “Lessee”) and Western Ada Recreation District, an Idaho recreation district created and organized under Title 31, Chapter 43 of the Idaho Code (“Transferee”).

RECITALS

A. Lessor is presently the holder of the lessor’s interest under the provisions of that certain Agreement of Lease dated as of October 3, 1978, as amended May 17, 2005, May 31, 2006, September 17, 2013 and December 1, 2015 (collectively, the “Lease”), by and between Lessor and Lessee, pursuant to which Lessee is leasing from Lessor certain real property and related interests in Ada County, State of Idaho, as more particularly described in the Lease which includes an 18-hole golf course, driving range and golf practice facility, golf pro shop, bar and restaurant and related facilities located at 4200 W. Talamore Boulevard, Meridian, Idaho 83646 (the “Premises”).

B. Lessee and Transferee have entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), pursuant to which Transferee has agreed to purchase and Lessee has agreed to sell certain of Lessee’s assets, properties and contractual rights used in connection with the business operated on the Premises, including but not limited to all of Lessee’s rights and obligations pursuant to the Lease at the closing of the transactions contemplated by the Purchase Agreement, contingent upon Lessor’s execution and delivery of this Estoppel;

C. Pursuant to Section 14 of the Lease, the transaction contemplated by the Purchase Agreement constitutes an “assignment” of the Lease which requires the consent of Lessor;

D. Lessor has executed that certain Assignment of Lease for the Provision of Golf Court Operations at City of Meridian’s Lakeview Municipal Golf Course dated August 11, 2020 (“Consent”) setting forth it’s conditional consent to the assignment of the Lease by Lessee to Transferee; and

E. Lessor is willing to execute this Estoppel to make certain representations and covenants as set forth herein.

NOW, THEREFORE, with the understanding that Lessee and Transferee will be relying on each of the statements contained in this Estoppel, Lessor hereby agrees as follows:

1 Definitions. Capitalized terms not defined in this Estoppel shall have the meanings ascribed to them in the Lease.

2 Consent to Assignment and Release. Lessor hereby confirms its consent to the assignment of the Lease to Transferee on the terms and conditions set forth in the Consent. Upon the closing of the transactions set forth in the Purchase Agreement, Lessor hereby forever

discharges and unconditionally releases Lessee from any and all covenants and obligations under the Lease.

3 Reliance. Lessor is executing this Estoppel with the intent that Transferee and Lessee are entitled to rely and are relying on this Estoppel and the certifications made by Lessor herein.

4 Lease Estoppel. Lessor certifies as follows: (a) a true and accurate copy of the agreements constituting the "Lease" are set forth on Exhibit A; (b) Lessee is current in the payment of rent and to the knowledge of Lessor, Lessee is not otherwise in default under the terms and conditions of the Lease, nor has there occurred any event, act, or omission that with notice or lapse of time would be a default under the Lease by Lessee; (c) the Lease is in full force and effect and has not been modified or amended in any manner whatsoever except as shown on Exhibit A.

5 Authority. Lessor represents and warrants that it is duly authorized to execute this Estoppel and perform its obligations hereunder, and that the person signing this Estoppel on its respective behalf is duly authorized to sign on behalf of Lessor.

6 Successors and Assigns. This Estoppel shall be binding upon Lessor and its successors, transferees and assigns, and inure to the benefit of Transferee and Lessee and their respective successors, transferees and assigns, except as may be limited by bankruptcy, reorganization, insolvency, and other laws affecting creditors' rights in general.

IN WITNESS WHEREOF, Lessor has executed this Estoppel as of the date first written above.

LESSOR:

CITY OF MERDIAN

By: _____
Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

EXHIBIT A
LEASE

Agreement of Lease dated October 3, 1978

Assignment of Lease and Amended Lease Agreement dated May 17, 2005

Agreement dated May 31, 2006

2013 Addendum to the Lease Agreement dated September 17, 2013

Addendum to City of Meridian Lease Agreement dated December 1, 2015