

March 23, 2017

Pursuant to Section 1601 of the Ground Lease the Tenant requested the Landlord execute and post the attached Estoppel Certificate.

## GROUND LEASE ESTOPPEL CERTIFICATE

The Successor Agency to the Redevelopment Agency of the City of San Jose, a public body, corporate and politic, established pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 3300, et seq.) ("**Landlord**" or "**Agency**") hereby certifies as follows:

1. Pursuant to that certain Ground Lease dated February 3, 1994 (the "**Lease**") by and between Landlord and F.C. Pavilion, L.L.C. (successor by Assignment as defined herein below) (the "**Tenant**"), Tenant, leases approximately 62,000 square feet of space (the "**Premises**" or "**Site**"). The Lease, as amended, modified and supplemented, is in full force and effect, and represents the entire agreement between Tenant and Landlord for the Site. There are no amendments, modifications or supplements to the Lease, whether oral or written, except as follows:
  - i. First Amendment to Ground Lease dated October 14, 2003 (the "**First Amendment**"); and
  - ii. Second Amendment to Ground Lease dated March 8, 2011 (the "**Second Amendment**").

A true and correct copy of the Lease, as amended, modified and supplemented, is attached hereto as Exhibit A.

2. All conditions precedent to the effectiveness of the Lease, including the DDA, have been satisfied or waived.
3. The term of the Lease began on September 14, 1995, and, excluding unexercised renewals, will expire on December 31, 2041.
4. The Lease provides four (4) options to extend the term of the Lease, each option being for ten (10) years.
5. Tenant is currently paying Base Monthly Rent under the Lease in the amount of \$0 and estimated monthly pass throughs in the amount of \$0.

Rent as provided in Section 208 of the Lease is payable as follows:

Start Period	End Period	Total Rent Amount
September 5, 2000	September 5, 2005	0% of Gross Income
September 5, 2005	September 5, 2025	2% of Gross Income
September 5, 2025	September 5, 2045	3% of Gross Income
September 5, 2025	September 5, 2085 (as options are extended)	4% of Gross Income

6. Tenant has not prepaid any rent or other charge under the Lease to Owner other than the following: None
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7. A cash security deposit in the amount of \$ 0 has been paid to Owner under the Lease, and Tenant has not given Owner any other security or similar deposit.
8. All improvements to be constructed on the Premises by Tenant have been completed and accepted by Landlord except as follows: None
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9. All approvals which Tenant is required to obtain from Landlord have been given by Landlord, including without limitation, approval of all plans and specifications for the improvements.
10. To the best of Landlord's knowledge, Tenant is not in default in the performance of any obligations of Tenant under the Lease and Landlord is not aware of any facts or circumstances which with the passage of time or the giving of notice, or both, would constitute a default by Tenant under the Lease. No notice of default has been given by Landlord to Tenant.
11. Landlord is not in default in the performance of any of Landlord's obligations under the Lease and no facts or circumstance exist which with the passage of time or the giving of notice, or both, would constitute a default by Landlord under the Lease.

12. To the best of Landlord's knowledge, Tenant has no offsets, claims or defenses against Landlord's obligations under the Lease.
13. Landlord has no offsets, claims or defenses against Tenant's obligations under the Lease.
14. Neither Landlord nor Tenant have any right to cancel the Lease except as expressly permitted in the Lease.
15. Landlord has full power, authority and legal right to execute and deliver, and to perform all of the provisions of, the Lease and this Estoppel Certificate, and to carry out its obligations under the Lease and this Estoppel Certificate.
16. There are no actions, suits or proceedings (whether or not purportedly on behalf of Landlord), pending, or to the knowledge of Landlord threatened, against or affecting Landlord or the Site at law or in equity, before or by any person, which, if adversely determined, would affect the Site, the Lease, or Landlord's ability to perform Landlord's obligations under the Lease.

Dated this 23 day of March, 2017.

**LANDLORD**

APPROVED AS TO FORM:

THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY  
OF SAN JOSE, a public entity

By:   
Senior Deputy City Attorney

By:   
Name: Richard Keit  
Title: Managing Director