

The Parties acknowledge that this Section does not prohibit the City of Benton Harbor from holding any special events, including, but not limited to, public meetings and/or concerts, upon portions of Jean Klock Park or Parcel 8A that do not include the Leased Premises.

Section 7.16. Estoppel Certificate. At the request of Harbor Shores, the City of Benton Harbor shall within twenty (20) days deliver to Harbor Shores, or anyone designated by Harbor Shores, a certificate stating and certifying as of its date (a) the date to which all consideration and other charges under this Lease have been provided; (b) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof on the part of the City of Benton Harbor to be performed or complied with (and, if so, specifying the same); (c) if such be true, that this Lease is unmodified and in full force and effect and that Harbor Shores is not in default under any provision of this Lease (or if modified, setting forth all modifications, and if Harbor Shores is in default, setting forth the exact nature of such default); and (d) such other information as Harbor Shores may reasonably request in connection with the landlord-tenant relationship established by this Lease. The City of Benton Harbor acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of Harbor Shores' interest under this Lease, or by any holder of a mortgage, or by an assignee of any mortgagee under any mortgage, or by anyone else to whom Harbor Shores delivers it. Upon the same terms and conditions as provided in this Section, Harbor Shores shall provide the City of Benton Harbor with a certificate within twenty (20) days of the City of Benton Harbor's request.

Section 7.17. Recording Memorandum of Lease. Neither party shall record this Lease without the prior written consent of the other party; however, upon the request of either party the other party shall join in the execution of a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall describe the parties, the property, the term of this Lease, and shall incorporate this Lease by reference. The memorandum of lease may be recorded with the Berrien County Register of Deeds by the party requiring such memorandum at its sole cost.

Section 7.18. No Other Agreements. Except as may otherwise be expressly provided or referred to in this Lease and the Exhibits to this Lease, this Lease and the accompanying Park Improvements and Maintenance Agreement supersede all prior agreements, negotiations and discussions relative to the subject matter of this Lease and the Park Improvements and Maintenance Agreement, and represent the full understanding of the parties with respect to such subject matter. This Lease and the Park Improvements and Maintenance Agreement supersede the Prior Agreement in all respects. Notwithstanding the foregoing, the Parties acknowledge that they have entered into the **Act 425 Agreement, Memorandum of Understanding and the Rezoning Agreement referenced above in the "Recitals" Section, which shall remain in full force and effect.**

Section 7.19. Governing Law. This Lease shall be construed in accordance with the laws of the State without regard to such State's conflict of laws principles and any action brought in law or equity arising out of its construction or enforcement shall be filed in the Circuit Court for the 2d Judicial District of Michigan (Berrien County Circuit Court) or in the United States District Court for the Western District of Michigan, Southern Division.