SETTLEMENT AGREEMENT AND RELEASE

This **SETTLEMENT AGREEMENT AND RELEASE** (the "Agreement") is entered into as of September 26, 2022, by and among **ROGER S. GERGES** ("Gerges"), individually, **VICTORY TAXI, INC.**, a New Jersey domestic profit corporation (hereinafter referred to as "Tenant"), and the **NEW BRUNSWICK PARKING AUTHORITY** on behalf of individuals known and unknown (hereinafter referred to as the "Landlord" or the "Authority").

WITNESSETH

WHEREAS the New Brunswick Parking Authority is a public body corporation operating under the laws of the State of the New Jersey, with offices located at 106 Somerset Street, 6th Floor, New Brunswick, NJ 08901;

WHEREAS Roger S. Gerges, an individual with a principal place in New Jersey ("Gerges"), is the owner and president of Victory Taxi, Inc., a New Jersey domestic profit corporation, and currently leases 1 Wall Street, New Brunswick, New Jersey 08901 (located at Wall Street and Easton Avenue within the Gateway Transit Village) from the Landlord pursuant to that certain Lease Agreement executed on January 26, 2012;

WHEREAS the Tenant currently owes the Landlord a past balance in the amount of $46,745.41 resulting from failure to pay rent and pass-through charges owed, pursuant to the Lease Agreement, between the dates of February 1, 2020 and September 1, 2022 (the "Past Due Rent");

WHEREAS Gerges, Tenant, and Landlord have agreed to a settlement of accounts in connection with the Past Due Rent, pursuant to which (a) Gerges/Tenant has on September 23, 2022 delivered to the Authority two (2) City of New Brunswick taxicab licenses (City of New Brunswick taxicab license #6 and City of New Brunswick taxicab license #21), subject to the endorsement or approval of the transfer of said licenses by the City Council of the City of New Brunswick, both of which said licenses Gerges and Tenant guarantee to be free of any and all liens and encumbrances of any sort, and (b) Tenant also shall pay Landlord—but only in the event that Landlord by February 1, 2023 has sold or auctioned the two (2) aforesaid taxicab licenses for less than $35,104.67 in total for both licenses—the difference between $35,104.67 and the total amount of the sale or auction price for the two aforesaid taxicab licenses (though in no event shall Landlord pay Gerges or Tenant any money or any other consideration if the sale or auction price equals or exceeds $35,104.67), which monetary difference is hereby guaranteed by Gerges, personally and individually, and which shall be paid by Gerges/Tenant to Landlord in the form of cash, a money order, or a cashier's check no later than February 15, 2023 if Landlord by February 2, 2023 has provided proof of a sale or auction of the two aforesaid taxicab licenses that occurred by February 1, 2023 and that yielded less than $35,104.67 in total for both licenses (said September 23, 2022 conveyance of licenses to Landlord and said potential February 2023 payment to Landlord collectively comprising the "Settlement Amount"), and (c) Landlord also shall retain the full $2,291.66 security deposit, in full payment for all actual and potential claims that have been or may be raised by the Landlord with respect to the Past Due Rent. In the conduct of the auction or sale of the two aforesaid taxicab licenses, the Landlord shall set a minimum bid of at least $17,600.00 for each license, and the Landlord shall strive to ensure that each license sells for $17,600.00 or more. The guaranty by Gerges is a guaranty of payment and not a guaranty of collection, and the Authority may pursue Gerges or Tenant, jointly or separately, to enforce its rights to payment hereunder; and

WHEREAS the parties wish to amicably resolve all potential disputes, claims, issues, controversies, and liabilities between and among them that have been or could be asserted in relation to the Past Due Rent in a legal proceeding pursuant to the terms and conditions of this Agreement, and wish to memorialize that agreement in this final, binding Agreement.

NOW THEREFORE, in consideration of mutual covenants and obligations of this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, do hereby agree to settle the Past Due Rent and all actual and potential claims in connection therewith as follows:

1. **Release.** Upon receipt of the full Settlement Amount, and upon receipt of a fully executed original or fully executed copy of this Agreement, Landlord shall hereby release Tenant and Gerges, as applicable, and give up any and all claims, causes of action, demands, damages, liabilities, and rights in regard to the Past Due Rent covering February 2020 through September 2022, which Landlord or anyone acting on Landlord's behalf, may have against Gerges, Tenant, and/or any employees, agents, directors, or officers of the Tenant. This release only applies to claims in connection with the Past Due Rent, of which the Landlord is currently aware, and does not release any and all claims not mentioned in this Agreement.

With regard to the Past Due Rent, Landlord and its current and/or former employees, partners, agents, directors, officers, attorneys, representatives, successors, insurers, and assigns do hereby fully and forever release, remise, and discharge Tenant, on behalf of himself, any of his respective attorneys, representatives, heirs, personal representatives, executors, administrators, insurers, subrogees, successors, and assigns from any claims, demands, damages, liabilities, actions, obligations, accounts, covenants, agreements, judgments, reckonings, losses, and undertakings of any nature and kind, both in law and in equity in connection with the Past Due Rent.

2. **Occupancy and Lease Termination.** Upon receipt of a fully executed original or fully executed copy of this Agreement and upon receipt of the two (2) aforesaid taxicab licenses, and provided that Tenant returns to Landlord all keys to the 1 Wall Street premises, Tenant's access to the leased space shall be terminated effective September 26, 2022. Upon receipt of the full Settlement Amount, and provided that Tenant has vacated and returned the property and fixtures in the same condition as at the start of Tenant's tenancy, reasonable wear and tear excepted, Landlord shall hereby release Tenant and Gerges, as applicable, from the Lease Agreement executed on January 26, 2012, and Tenant's lease shall be fully terminated effective September 26, 2022.

3. **Tax Consequences.** The Authority makes no representation regarding the federal and state tax consequences of the Settlement Amount and shall not be responsible for any tax liability, interest or penalty, liens, or claims incurred by Tenant, which in any way arise out of or in relation to said Settlement Amount. Tenant shall be responsible for the payment of any federal or state taxes or claims or liens thereunder required by law to be paid with respect to the settlement payments made to the Landlord under this Settlement Agreement and Release.

4. **Pro Se Party.** Gerges and Tenant acknowledge that they have been advised of their right, and given the opportunity, to engage legal counsel to represent them but that they have determined to waive such right and have represented themselves in negotiations for, and in the preparation of, this Settlement Agreement and Release by their own choosing, that they are fully aware of the contents and the legal effect of this Settlement Agreement and Release, and that they are voluntarily entering into this Settlement Agreement and Release of their own volition.

5. **No Representations.** Gerges, Tenant, and Landlord represent and acknowledge

that in executing this Agreement they are not relying upon, and have not relied upon, any representations or statements made by the other party or its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement beyond the representations and statements, if any, expressly contained herein.

6. **Confidentiality.** All parties agree that the terms of this Agreement shall be confidential and that no party shall disclose the terms in whole or in part to anyone other than as required for financial or tax advice or audits, or in response to a valid court order, subpoena, discovery request, or upon written consent of the other party—except that Landlord may disclose this Agreement and its terms to its own employees and its commissioners and its outside advisors, or in response to public questions at any public meeting of the Authority's Board of Commissioners, or in response to written or e-mailed questions from the press, or in connection with any action, process, or question of the City of New Brunswick or its city council, or in response to an Open Public Records Act (OPRA) request.

7. **Inadmissible as Evidence.** This Agreement and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and shall not be deemed to be an admission of liability by any party to this Agreement.

8. **No Claims Permitted / Covenant Not to Sue.** The Landlord represents that this matter is concluded in its entirety and the Authority will not file any complaint, charges, or grievances against the Tenant or any of its agents, employees, or insurers, with any local, state, or federal agency, court, or other regulative entity for the Past Due Rent.

9. **No Publicity, Disparagement, or Disclosure of Confidential Information.** The parties agree that they shall not issue any public communication, written, verbal, or otherwise, that disparages, criticizes, or otherwise reflects adversely upon Gerges, the Tenant, or the

Authority or which encourages any adverse action against any party to this Agreement, provided that each party is permitted to testify truthfully under oath pursuant to subpoena and except for the Landlord's broad disclosure exceptions in Section 6 above. Additionally, the parties agree not to disparage or make or solicit any comments, statements, or the like to the media, future/prospective employers, or to other third parties, that may reasonably be expected to lead to unwanted or unfavorable publicity or may reasonably be considered to be derogatory or detrimental to the good name or business reputation of each other or to each other's heirs, assigns, predecessors, successors, agents, officers, employees, directors, former employees, principals, subsidiaries, insurers, co-insurers, re-insurers, and representatives—except for the Landlord's disclosure exceptions in Section 6 above.

The parties agree that they will not disclose the terms of this Agreement, or the amount to be paid hereunder, to any individuals or entities, including but not limited to, members of the press and media, present and former officers, employees, and agents, and other members of the public, except to the extent required by law and except for the Landlord's disclosure exceptions in Section 6 above. This prohibition does not include disclosure, as applicable, to attorneys, accountants, auditors, financial advisors, spouses, insurers, or any governmental taxing authority.

All parties to this Agreement agree and acknowledge that this section is a material term of this Agreement.

Any breach of the requirements of any aspects of the non-disparagement, no publicity, or non-disclosure of confidential information clauses featured in this section shall subject the breaching party to damages as set forth in the "Breach of Agreement" section of this Agreement.

10. **Breach of Agreement.** Failure by a party to comply with any of the material obligations contained in this Agreement shall entitle the non-breaching party to give the

breaching party notice specifying the nature of the default and requiring the breaching party to cure such default. If such default is not cured within five (5) calendar days after the receipt of such notice, or if such default cannot be cured, or if the breaching party does not commence and/or diligently continue actions to cure such default, the non-breaching party shall be entitled, without prejudice to any of its other rights conferred by this Agreement, and in addition to any other remedies available to the non-breaching party by law or in equity, to immediately recover and/or cease providing the consideration provided under this Agreement and to obtain damages. If any actions are necessitated by the breaching party's breach, the breaching party agrees to reimburse the non-breaching party for any and all attorney's fees and/or costs.

11. **Patriot Act Compliance.** Neither Tenant nor any individual or entity having an interest in Tenant or controlled by Tenant (i) is in violation of any applicable anti-money laundering or anti-bribery laws and regulations, (ii) is a person or entity listed on the Specially Designated Nationals and Blocked Persons ("SDN") lists, (iii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in Executive Order No. 13224, 66 Fed. (September 25, 2001, page 49079) (the "Executive Order"), or (iv) is owned or controlled by, or acts for or on behalf of, any person or entity on the SDN lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Executive Order.

Tenant will use its good faith and commercially reasonable efforts to comply with the Patriot Act (as defined below) and all applicable requirements of governmental authorities having jurisdiction over Tenant including those relating to money laundering and terrorism.

For purposes hereof, the term Patriot Act refers to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism ("USA

PATRIOT") Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey applicable to contracts wholly performed therein (regardless of where actually performed) without regard to principles of conflicts of laws.

13. **Who Is Bound.** Gerges, Tenant, and Landlord party hereto, their agents, servants, employees, and assigns are bound by this Agreement. Anyone who succeeds to any party's respective rights and responsibilities, such as heirs or the executor/executrix of an estate, is also bound. This Agreement is made for the benefit of the parties hereto and of all who succeed to their respective rights and responsibilities, including but not limited to heirs or the executor/executrix of an estate.

14. **Entire Agreement and Amendments.** This Agreement constitutes the entire understanding between and among the parties hereto, represents the final written expression of the parties with respect to the subject matter hereof, and may not be amended, altered, or modified except by a writing signed by all parties.

Tenant and Gerges acknowledge that, in executing this document, they have not relied upon any statement, promise, or representation, oral or written, not set forth herein.

15. **Acknowledgment of Parties.** Each of the parties has carefully read and understands the terms and conditions of this Agreement and acknowledges that Landlord has been advised by counsel. Tenant and Gerges acknowledge a full and complete understanding as to the meaning and legal implications of this Agreement and execute this document and all releases and conditions contained within knowingly and voluntarily.

16. **Miscellaneous Provisions.**

a) The Parties agree to take no action which is intended, or would reasonably be expected, to disparage each other, or to harm each other's reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to any Party—except that the Landlord retains the disclosure exceptions described in Section 6 above.

b) Gerges/Tenant shall fully cooperate with any and all proceedings of the City of New Brunswick, including but not limited to actions, resolutions, processes, and communications of its city council, its clerk's office, and its law department, that may be deemed needful or expedient to recognize or effectuate the transfer in ownership of the two aforesaid taxicab licenses from Gerges/Tenant to Landlord—and thereafter from Landlord to the next owner(s). Said full cooperation of Gerges/Tenant shall include Gerges/Tenant's completion of any applicable application for transfer or any other necessary paperwork, and said full cooperation shall be a material obligation of this Agreement and shall survive the transfer in ownership of the two taxicab licenses from Gerges/Tenant to Landlord.

c) If it is determined by any court of competent jurisdiction that any provision hereof is invalid, the remaining provisions shall remain in full force and effect.

17. **Signatures.** Each person signing this Agreement on behalf of a business or governmental entity warrants and represents that he is fully authorized by that entity to execute this Agreement and to bind the said entity to all of the terms and conditions of this Agreement.

[Signature Page Follows]

18. **Relationship of the Parties.** Neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed original, and together which shall constitute one in the same instrument. Electronically transmitted counterparts shall be deemed originals for all purposes.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Settlement Agreement and Release as of the date first written above.

FOR TENANT—AND FOR GERGES INDIVIDUALLY AND PERSONALLY

VICTORY TAXI, INC.

By: ______________________ Witness: ______________________
Name: Roger S. Gerges Harry J. Delgado
Title: Owner and President

Date: 09/26/2022 Date: 9/26/22

By: ______________________ Witness: ______________________
ROGER S. GERGES, individually Harry J. Delgado

Date: 09/26/2022 Date: 9/26/22

FOR LANDLORD

NEW BRUNSWICK PARKING AUTHORITY

By: ______________________ Witness: ______________________
Name: Matthew Kennedy Harry J. Delgado
Title: Executive Director

Date: 9/26/2022 Date: 9/26/22

[Signature Page to the Settlement Agreement and Release]