

# Exhibit "C"

**NON-BINDING TERM SHEET FOR PROPOSED GLOBAL SETTLEMENT  
AMONG  
STR MARKETPLACE, LLC, CITY OF MIAMI BEACH, SUNTRUST BANK, BANK OF AMERICA, N.A.**

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**Proposal Only:**

This Non-Binding Term Sheet states only a proposal for consideration by the City of Miami Beach City Commission. The Term Sheet is subject to and without waiver of all rights of STR Marketplace, LLC, City of Miami Beach, SunTrust Bank, and Bank of America, N.A. No party is bound until a definitive, final settlement agreement and release is signed by all parties, and neither this Term Sheet nor any of its terms shall be used in any way to prove an admission of any wrongdoing or any liability on the part of any of the parties.

**Proposed General Terms:**

1. Parties:

- a. City of Miami Beach ("CMB")
- b. STR Marketplace, LLC ("STR")
- c. SunTrust Bank ("SunTrust")
- d. Bank of America, N.A. ("BANA")

2. Subject Matter:

The proposed global settlement agreement concerns the Automated Clearing House ("ACH") debit transaction instructions initiated by an impostor using the identity of "Robert Walsh, Jr." and conducted during the period July 28, 2016 through on or about October 26, 2016, for purchase of personal seat licenses through STR's Internet seat license marketplaces, resulting in 57 ACH debit entries totaling \$3,555,395.66, originated by STR as Originator and BANA as Originating Depository Financial Institution, and charged against CMB's general depository account (the "CMB Account") at SunTrust (collectively, the "ACH Transactions").

3. Settlement Amount:

STR will pay CMB the settlement amount of Nine Hundred Thousand and 00/100 U.S. Dollars (\$900,000.00) in a one-time lump sum payment, by cashier's check or wire transfer, within five (5) business days of all parties' execution of a global settlement and release document.

4. Mutual Releases:

CMB, SunTrust, BANA, and STR shall release and forever discharge each other from any and all claims, demands, causes of action, suits, and charges or grievances of any kind or character, known or unknown, fixed or contingent, liquidated or unliquidated, which were or could have been asserted by any of the parties against any of the parties, in any way arising from or relating to any of the ACH Transactions, including without limitation any attorney's fees or costs.

5. Indemnity Against Insurance Claim.

CMB anticipates that, upon execution of the global settlement agreement contemplated herein, CMB will withdraw any insurance claim it has submitted with respect to the ACH Transactions. CMB shall indemnify STR and BANA from and against any claim, demand, cause of action, or suit by any insurer in any way arising from any insurance claim by CMB concerning any of the ACH Transactions.

6. No Representation as to Tax Consequences.

The parties shall not make any representations or warranties to each other concerning tax treatment of the settlement amount or global settlement agreement by the United States Internal Revenue Service or any State or local taxing authority.