

LANDLORD'S CONSENT  
TO TERMINATION OF LEASE

WHEREAS, the City of Fort Lauderdale, a Florida municipal corporation, is the Landlord ("CITY" or "LANDLORD") under that certain Lease for Shops 108 & 112 in the CITY's Central Business District Parking Garage, said Lease being initially dated August 1, 2008 ("Existing Lease") and assigned by mesne conveyances to Stephanick G., Inc., a Florida corporation ("TENANT"); and

WHEREAS, TENANT and Joe's Old School Pizza, Inc., a Florida corporation, ("NEW TENANT") have entered into a Purchase Agreement for the sale of the Existing Lease, contingent upon a termination of the Existing Lease and creation of a new Lease for Shops 108 & 112 between CITY and NEW TENANT; and

WHEREAS, in conjunction with the Purchase Agreement, TENANT has requested that the CITY consent to a termination of the Existing Lease; and

WHEREAS, the City Commission has determined that Consent to the Termination of Existing Lease with TENANT and execution of a new Lease with NEW TENANT serves a valid municipal purpose and is in the best interests of the CITY; AND

WHEREAS, the City Commission of the CITY by Motion adopted July 7, 2015 has authorized execution of this Landlord's Consent to Termination of Lease and execution of a new Lease for Shops 108 & 112 with NEW TENANT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Landlord's Consent to Termination of Lease, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. LANDLORD consent to a termination of the Existing Lease with TENANT effective August 1, 2015.

2. In termination of the Existing Lease with TENANT, no further TENANT liabilities shall accrue under the Existing Lease from the effective date of the termination.

3. This Termination of Existing Lease is conditioned upon (i) TENANT liquidating any and all existing liabilities under the Lease, including rent, sales tax, utilities, etc. to LANDLORD on or before July 30, 2015 and (ii) execution by the CITY and NEW TENANT of a Lease for Shops 108 & 112 with commencement date of August 1, 2015.

4. This Landlord's Consent to Termination of Lease shall be held in escrow by the City Attorney. The Consent to Termination of Lease shall be released by the City Attorney, as Escrow Agent, upon City Manager certifying in writing that (i) TENANT has liquidated any and all existing liabilities under the Lease, including rent, sales tax, utilities, etc. on or before July 22, 2015 and (ii) that a Lease for Shops 108 & 112 has been fully executed by CITY and NEW TENANT with a commencement date of August 1, 2015 for an initial term of five (5) years with one additional renewal term of five (5) years.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

**AS TO LANDLORD:**

**WITNESSES:**

**CITY OF FORT LAUDERDALE**

\_\_\_\_\_

By: \_\_\_\_\_

Lee R. Feldman, City Manager

\_\_\_\_\_  
[Witness print or type name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness print or type name]

**APPROVED AS TO FORM:**

\_\_\_\_\_

Robert B. Dunckel,  
Assistant City Attorney

AS TO TENANT:

*Judith Angeles*  
Judith Angeles

Witness Print or Type Name

Witness Print or Type Name

STEPHANICK G., INC., a Florida corporation

By: *A Bedran*  
Arlete C. Bedran, President

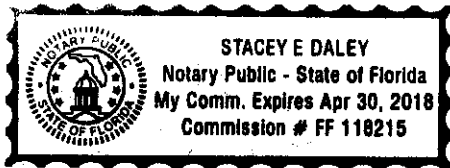
STATE OF FLORIDA )

COUNTY OF BROWARD )

) SS

The foregoing instrument was acknowledged before me this 30 day of <sup>June</sup> ~~July~~, 2015 by Arlete C. Bedran, President of Stephanick G., Inc., a Florida corporation. She is personally known to me or produced FL Drivers License as identification.

(SEAL)



NOTARY PUBLIC

*Stacey E Daley*  
PRINTED NAME

My Commission expires:

4/30/2018