

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Pizzaboss FTL, Inc., an administratively dissolved Florida corporation, with a principal address of 1879 W. Davie Boulevard, Fort Lauderdale, Florida 33312 (collectively with its predecessors, successors and/or assigns, “Lessee”), and the City of Fort Lauderdale, a Florida municipal corporation located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (collectively with its predecessors, successors, affiliates, directors, and officers, “City”).

WHEREAS, on March 6, 2018, the City entered into a lease agreement (the “Lease”) with Lessee for Shop 136 for retail space within the Central Business District Parking Garage (the “Property”); and

WHEREAS, on May 19, 2020, due to business hardship caused by the COVID-19 pandemic, the City allowed deferral of rent payments from April 2020 through June 2020; and

WHEREAS, on December 14, 2020, Lessee requested a termination of the Lease due to financial hardship; and

WHEREAS, the Lessee vacated the premises at the end of December 2020 with an outstanding balance of \$23,326.00 under the Lease; and

WHEREAS, Lessee has an outstanding balance of \$39,624.27 as of April 1, 2021 (“Outstanding Balance”), and proposes to pay \$10,000.00 of the outstanding balance in full and final settlement of all obligations under the Lease; and

WHEREAS, the City has agreed to accept the \$10,000.00 (“Payment”) rather than engage in protracted litigation; and

WHEREAS, the parties desire to settle and compromise any and all potential claims, obligations and liabilities under the Lease.

NOW, THEREFORE, in consideration of the above premises and for valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Beginning on September 1, 2021 and on the first day of each month thereafter until fully paid, Lessee shall make a payment of \$833.00 by cashier's check made out to the City ("Partial Payment") for a twelve (12) month period. Upon receipt of the final Partial Payment, both parties shall be released from any and all obligations under the Lease. The payments shall be sent to the address set forth as follows, City of Fort Lauderdale, c/o Colliers International-LB Unit 677, P.O. Box 4857, Portland, Oregon 97208-4857. Further, this Agreement must be executed by Lessee prior to presenting this settlement arrangement to the City Commission.
2. The Payment shall not be deemed an accord and satisfaction of the obligations under the Lease. The Lessee concedes and admits that it is in default under the Lease. The Lessee agrees that the Payment is reasonable, does not represent liquidated damages or an unenforceable penalty.
3. Upon receipt of the full Payment from the Lessee and no sooner, the City shall and do hereby, release, satisfy and forever discharge the Lessee and assigns, and each of them, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which City ever had, now has related to the Lease, or which any, predecessor, successor or assign of City hereafter can, shall or may have against Lessee and assigns, or any of them for, upon or by reason of any matter, arising out of claims against or rights under the Lease. The Lessee shall and do hereby, release, satisfy and forever discharge the City and assigns, and each of them, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, promises, damages, judgments, executions, claims and

demands whatsoever, in law or in equity, which Lessee ever had, now has related to the Lease, or which any, predecessor, successor or assign of Lessee hereafter can, shall or may have against City and assigns, or any of them for, upon or by reason of any matter, arising out of claims against or rights under the Lease. This provision shall not take effect until after the City receives full payment of \$10,000.00. If payments are not received, this provision shall be of no effect.

4. In the event full payment of \$10,000 is not made in a timely manner, then the City, at its election and sole discretion, shall declare the full Outstanding Balance immediately due and payable in one lump sum. Further, if full payment of \$10,000 by cashier's check is not made, then Lessee stipulate to a final judgment for the Outstanding Balance of \$39,624.27 plus attorney's fees and costs and waives all defenses, claims, counterclaims and right to appeal to any action filed by the City.
5. The City, at its discretion, may file an action in a court of competent jurisdiction seeking a stipulated final judgement against the Lessee for the Outstanding Balance by filing an Affidavit of Default. Said stipulated final judgement shall be final for all purposes.
6. This Agreement shall be governed and construed under and in accordance with the laws of the State of Florida, both substantive and remedial, without regard to any application of conflict of laws. Venue for any lawsuit arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida and Lessee hereby consents to said venue. In the event of federal jurisdiction, venue for any lawsuit arising out of this Agreement and for any other legal proceeding shall be in the Southern District of Florida, Fort Lauderdale Division.
7. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision

were not contained herein.

8. By executing this Agreement, Lessee consent and agreement was given freely and voluntarily without duress or coercion.
9. Each party is responsible for paying its own attorney's fees, costs and expenses arising out of or connected to the preparation and execution of this Agreement.
10. Each person signing this Agreement on behalf of a party represents and warrants that he or she has full power, legal capacity and authority to enter into this Agreement and is legally binding on the respective entity. The Parties further represent that no other person or entity has a possessory or ownership interest in either of their claims against the other as of the Effective Date of this Agreement.
11. **THE PARTIES EXPRESSLY WAIVE A TRIAL BY JURY OF ALL ISSUES SO TRIABLE RELATED TO THIS AGREEMENT.**
12. In the event any party brings an action to enforce any of the provisions of this Agreement, the party(ies) prevailing in any such action shall be entitled to recover, and the losing party(ies) shall be obligated to pay, the reasonable attorneys' fees and costs incurred in such proceeding, including attorneys' fees and costs incurred in any appellate proceedings.
13. This Agreement shall be deemed the joint work product of all parties and their respective counsel, and all parties shall be considered the drafters of this Agreement. Any rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be applicable in any interpretation of this Agreement.
14. This Agreement contains the full and complete agreement between and among the parties, and there are no oral or implied agreements or understandings not specifically

set forth herein. No other party, or agent or attorney of any other party, or any person, firm, corporation or any other entity has made any promise, representation, or warranty, whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement. No signatory has executed this Agreement in reliance on any promise, representation, or warranty not contained herein. No modifications of this Agreement may be made except by means of a written agreement signed by each of the parties. Finally, the waiver of any breach of this Agreement by any party shall not be a waiver of any other subsequent or prior breach.

15. This Agreement is given by Lessee, an administratively dissolved corporation, in order to wind up its business affairs.

**LESSEE HAS READ AND FULLY UNDERSTAND THE ABOVE SETTLEMENT
AGREEMENT.**

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[SIGNATURE PAGES FOLLOW]

My Commission Expires: _____

SETTLEMENT AGREEMENT BETWEEN PIZZABOSS FTL, INC. AND CITY OF FORT LAUDERDALE.

City of Fort Lauderdale, a Florida municipal corporation

By: _____
Print Name: _____
Title: City Manager
Date: _____

Approved as to form:
Alain E. Boileau, City Attorney

Name: Lynn Solomon, Assistant City Attorney