

## LEASE TERMINATION AGREEMENT

This is a LEASE TERMINATION AGREEMENT ("Agreement"), entered into on February \_\_\_, 2017, between:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale Florida 33301, hereinafter referred to as the "CITY" or "LESSOR",

and

**NADJA A. HORST, DMD, PA**, a professional association organized under the laws of Florida, whose principal address and mailing address is 104 S.E. 1<sup>st</sup> Street, Fort Lauderdale, FL 33301, hereinafter referred to as the "LESSEE".

**WHEREAS**, LESSOR and LESSEE previously entered into that certain Lease Agreement for Shop 104, located at the Shops in the Central Business District Garage ("Leased Premises"), execution of which was authorized by the City Commission on July 15, 2008, commencing August 1, 2008, and ending September 30, 2010 ("Original Lease"); and

**WHEREAS**, pursuant to the terms of the Original Lease the LESSEE exercised the option to extend the terms of the Original Lease for an additional five (5) years; and

**WHEREAS**, LESSOR and LESSEE subsequently amended the Original Lease with three (3) amendments lengthening the duration of the lease, with the last extension expiring on May 31, 2017 (collectively known as the "Amendments"), collectively the Original Lease and Amendments shall be referred to hereinafter as the "Lease Agreement"; and

**WHEREAS**, subject to the terms and conditions set forth herein, LESSOR and LESSEE mutually desire to terminate the Lease Agreement; and

**WHEREAS**, immediately following the termination of the Lease Agreement, Advanced Dental Wellness Center, P.A., a Florida Professional Corporation ("New Lessee") shall enter into a new lease ("New Lease") for the Lease Premises.

**NOW THEREFORE**, LESSOR and LESSEE, in consideration of the matters set forth above and for other good and valuable consideration, do hereby terminate the Lease Agreement, including all Amendments, and hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. Voluntary Execution. LESSOR and LESSEE hereby each acknowledge that they have freely and voluntarily executed this Termination of Lease Agreement after an adequate opportunity and sufficient period of time to review, analyze and discuss: (i) all terms and conditions of this Termination; (ii) any and all other documents executed and delivered in connection with the transactions contemplated by this Termination; and (iii) all factual and legal matters relevant to this Termination and/or any and all such other documents, with counsel freely and independently

selected by each party.

3. Lease Termination. Subject to the provisions of paragraph 6 herein, the term of the Lease Agreement, including all amendments, shall terminate and no longer be of any force or effect on February 22, 2017 (“Termination Date”). Neither party shall have any claim against the other, and each party releases the other from any and all claims, liabilities, damages or actions of any kind whatsoever arising out of or pursuant to the Lease Agreement or LESSEE’s use or occupancy of the Premises.

4. Compliance with Obligations. LESSEE shall be responsible for all obligations of LESSEE under the Lease Agreement through and including the Termination Date, including, without limitation, LESSEE’s obligation to pay monthly rent, additional rent, utility charges and all other amounts and charges owing under the Lease Agreement.

5. Condition of Leased Premises. On or before the Termination Date, LESSEE shall remove all of its trade fixtures and personal property; repair all damage to the Leased Premises caused by such removal; vacate the Leased Premises and leave such Leased Premises in reasonably good, broom swept clean condition and repair and otherwise in such condition as is required under the Lease Agreement with respect to surrender of the Leased Premises at the end of the term of such Lease Agreement; and deliver the keys to the Leased Premises to Landlord. In the alternative, LESSEE may surrender the Leased Premises to the New Lessee “AS IS WHERE IS”.

6. Termination Contingency. This Agreement is subject to and conditioned upon (a) LESSOR entering into the New Lease<sup>1</sup> with New Lessee upon terms satisfactory to LESSOR in LESSOR’S sole discretion on or before February 22, 2017, and (b) New Lessee purchasing the assets of the LESSEE on or before February 28, 2017 (the “Contingency”). If the Contingency is not satisfied on or before February 28, 2017, this Agreement shall be retroactively void and of no further force and effect, and the Lease Agreement shall continue in accordance with its terms.

7. Mutual Release. By this Agreement, effective on the Termination Date and so long as neither party shall be in default under its obligations hereunder, each party hereto releases the other party hereto from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease or the Premises and which first arise out of transactions and occurrences from and after the Termination Date. Each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits. In connection with such waiver and relinquishment, each party acknowledges that it is aware that it or its attorneys or accountants may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Agreement or the other party hereto, but that is such parties intention hereby fully, finally, and forever to settle and release all of the claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between each party with regard to the Lease or the Premises. This Agreement shall be and remain in effect as a full and complete release notwithstanding the

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<sup>1</sup> The termination of the Lease Agreement and adoption of the New Lease will be voted on by the Fort Lauderdale City Commission, and then the execution by the proper parties shall occur thereafter. For the purposes herein, upon the approval by the Commission shall act as authority for the LESSEE.

discovery or existence of any such additional or different facts. Notwithstanding the foregoing to the contrary, this Mutual Release is not intended to release or offset actions by either party for claims arising as a result of (i) a breach of the Lease and occurring on or before the Termination Date, (ii) a breach of this Agreement, (iii) transactions and occurrences on or before the Termination Date, and (iv) return of the security deposit under the Lease Agreement and return of the prorated rent paid prior to termination in accordance with the Lease Agreement.

8. Knowing Release. In executing this Agreement, each party hereto acknowledges that they have consulted with and received the advice of counsel and that the parties have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

9. Authority of LESSEE. LESSEE represents and warrants that (i) it is the owner and holder of the LESSEE's interest in the Lease and that it has the power, right and authority to execute this Agreement and to carry out the intent hereof, (ii) the execution and delivery of this Agreement shall not violate or contravene any agreement, contract, security agreement, lease or indenture to which LESSEE is a party or by which it is bound or requires the consent of any party to any of the foregoing and (iii) the Lease Premises, including all improvements and betterments thereto, are unencumbered, free of any security interests, liens, chattel mortgages, leases, lease purchase agreements or any other security or financing devices and, all such installations have been fully paid for.

10. Attorney Fees. If any party initiates legal proceedings to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees, costs, expenses and disbursements from the other parties.

11. Final and Complete Expression. This Agreement is the final and complete expression of the parties. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

12. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

**THE BALANCE OF THIS PAGE INTENTIONALLY REMAINS BLANK**

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

**AS TO LESSOR:**

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By \_\_\_\_\_

John P. "Jack" Seiler, Mayor

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

\_\_\_\_\_

By \_\_\_\_\_

Lee R. Feldman, City Manager

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

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

Approved as to form:

\_\_\_\_\_  
Gustavo J. Ceballos, Assistant City Attorney

**AS TO LESSEE:**

WITNESSES:

NADJA A. HORST, DMD, PA, a  
professional association organized  
under the laws of Florida

\_\_\_\_\_

By \_\_\_\_\_

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

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_

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

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017, by Nadja A. Horst as President of NADJA A. HORST, DMD, P.A. She is personally  
known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

(SEAL)

Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number