

## AGREEMENT OF TERMINATION AND MUTUAL RELEASE OF LEASE

City of Killeen (the "Landlord") and Subway Real Estate, LLC, successor-in-interest to Subway Real Estate Corp. (the "Tenant") having its offices at 325 Sub Way, Milford, Connecticut enter this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016. The parties mutually agree as follows:

### 1. Introduction

a) Pursuant to a lease dated **June 11, 2004** (the "Lease") and subsequent Addendum Nos. 1, 2, and 3, Landlord leased to Tenant certain premises described as **Killeen Fort Hood Airport, 8101 South Clear Creek Road, Killeen, TX, Room B207** (the "Premises").

b) Landlord and Tenant desire to terminate the Lease and enter into an Agreement evidencing the termination and releasing each other from all liability arising out of the leasehold.

### 2. Termination

The Lease between Landlord and Tenant covering the Premises, including any and all of Tenant's right, interest and estate in the premises shall terminate effective as of the last date of execution of this Agreement. Tenant, for itself and its respective successors, assigns and sublessees shall not have or exercise any rights in the premises upon the effective date of this Agreement. Notwithstanding anything to the contrary, Tenant shall retain all records associated with transactions at the Killeen-Fort Hood Regional Airport within the Leased Premises for two (2) years after the Lease is terminated.

### 3. Release

FOR VALUABLE CONSIDERATION, including the payment of **Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00)** by Tenant to Landlord, receipt of which is hereby acknowledged, Landlord and Tenant, each for themselves and their respective successors and assigns, do hereby release and forever discharge the other from any and all debts, claims, obligations, liabilities, demands, damages, actions, causes of action, and penalties of every kind and description whatsoever from the beginning of the world to the date of this Agreement (the "Claims"). This Release shall include but shall not be limited to those Claims as have arisen or may hereafter arise, whether now known or disclosed or hereafter discovered and disclosed, out of the execution and delivery of the Lease between Landlord and Tenant, and any and all instruments and documents by whomever executed and delivered in connection with the Lease, and the termination and cancellation by Tenant. Landlord and Tenant understand and acknowledge that Tenant shall not be liable for any rents, costs, expenses, or charges of any kind, or required to do or perform any acts of any kind in connection with said termination and cancellation. Landlord acknowledges that any Guarantees relating to the above-referenced Lease are terminated as of the execution of this Agreement.

### 4. Surrender of Premises

Landlord acknowledges that the Premises have been surrendered by Tenant and Landlord has accepted the Premises in "as is" condition.

**5. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

**6. Counterparts and Electronic Signatures**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

**7. Merger**

Except as specifically set forth herein, this Agreement constitutes the entire Agreement between the parties. If any provision herein is deemed invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions herein shall be applicable.

**8. Texas Law**

This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

**IN WITNESS WHEREOF**, the parties have accepted this Agreement of Termination and Release of Lease as of the date first above written.

TENANT: **Subway Real Estate, LLC, successor-in-interest to Subway Real Estate Corp.**

BY: \_\_\_\_\_  
Duly Authorized

Duly sworn by me on this 21<sup>st</sup> day of July, 2016

Christopher E. Ball  
Christopher E. Ball, Esq.  
Commissioner of the Superior Court  
CT Juris #427856

CHRISTOPHER E. BALL, ESQ.  
COMM. OF THE SUPERIOR COURT  
MY COMMISSION IS PERMANENT

LANDLORD: **City of Killeen**

BY: \_\_\_\_\_

Interim City Manager Lillian Ann Farris

Attested on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
City Secretary Dianna Barker