

**AMENDMENT NO. 5 TO THE LEASE AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND PINEAPPLE GROVE HOLDINGS, LLC**

THIS AMENDMENT NO. 5 to the Lease Agreement is made and entered into this ___ day of May, 2024 by and between **PINEAPPLE GROVE HOLDINGS, LLC**, (hereinafter referred to as “Lessor”) and **CITY OF DELRAY BEACH**, (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, the Lessor and Tenant entered into that certain lease (“Lease”) dated October 2, 2015, for that certain premises described as Pineapple Grove Professional Center, 525 N.E. 3rd Avenue, Suites 104 and 105, Delray Beach, Florida 33483; and

WHEREAS, the Lessor and Tenant entered into the first amendment (“Amendment No. 1”) of the Lease on February 7, 2017, extending the original lease term for 36 additional months and adjusting the annual rate increase of the monthly rent obligation; and

WHEREAS, the Lessor and Tenant entered into the second amendment (“Amendment No. 2”) of the Lease on February 11, 2020, extending the amended lease term for 36 additional months and adjusting the annual rate increase of the monthly rent obligation; and

WHEREAS, the Lessor and Tenant entered into the third amendment (“Amendment No. 3”) of the Lease on January 18, 2023, extending the amended lease term for twelve (12) additional months; and

WHEREAS, the Lessor and Tenant entered into the fourth amendment (“Amendment No. 4”) of the Lease on February 6, 2024, extending the amended lease term for three (3) additional months; and

WHEREAS, the Lessor and Tenant wish to extend the amended lease term for three (3) additional months to August 31, 2024 with Tenant having the right to terminate the remaining lease term without penalty upon providing thirty (30) days’ written notice; and

WHEREAS, the Lessor and the Tenant wish to continue the monthly amount due of \$4,556.90 with no increases.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and representations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. The recitations set forth above are incorporated herein.
2. The Lease Agreement is hereby amended to extend the lease term for an additional three months to August 31, 2024, and to allow Tenant the right, in its sole discretion, to terminate this Lease without cause upon providing thirty (30) days prior written notice to the Landlord without penalty.
3. Except as provided herein, all other terms and conditions of the Lease remain in full force and effect and are hereby confirmed. The Lease, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5 represent the entire understanding between the Landlord and Tenant on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both the Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

LESSOR:

PINEAPPLE GROVE HOLDINGS, LLC

Witness Signature

By: _____
Linda Westine, Managing Member

Print Name of Witness

Witness Signature

Print Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this ____ day of _____ 2024, by _____ as _____ of **PINEAPPLE GROVE HOLDINGS LLC**, a Florida limited liability corporation, on behalf of the limited liability corporation. He or she is ___ personally known to me or has produced _____ (as identification).

Notary Public – State of _____

TENANT:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Thomas F. Carney, Jr., Mayor

ATTEST:

Katerri Johnson, City Clerk

Approved as to Form and Legal Sufficiency:

Lynn Gelin, City Attorney

Two Witnesses to Tenant's Execution:

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness