

FIFTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND JERK & LIME AT NICOLE'S HOUSE (182 NW 5TH AVENUE)

THIS FIFTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND JERK & LIME AT NICOLE'S HOUSE ("Fifth Amendment") is made and entered into as of the ____ day of _____, 2023, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **JERK & LIME AT NICOLE'S HOUSE**, a Florida limited liability company (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, the CRA and the LESSEE previously entered into a Lease Agreement dated December 9, 2021, (the "Original Agreement"); and

WHEREAS, the CRA and LESSEE previously entered into a First Amendment, dated July 28, 2022, to the Original Agreement in order to extend the Buildout Period until September 30, 2022; and

WHEREAS, the CRA and LESSEE previously entered into a Second Amendment, dated August 17, 2022, to the Original Agreement in order to include an Application Date of August 17, 2022;

WHEREAS, the CRA and LESSEE previously entered into a Third Amendment to the Original Agreement in order to extend the Buildout Period until December 31, 2022;

WHEREAS, the CRA and LESSEE previously entered into a Fourth Amendment to the Original Agreement in order to extend the Buildout Period until July 31, 2023;

WHEREAS, the CRA and the LESSEE desire to enter into a Fifth Amendment to the Original Agreement in order to extend the Buildout Period until January 31, 2024.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. That Section 1.2 of the Original Agreement is hereby amended as follows:

1.2 Term. The Term of this Lease shall be a period of four (4) years, commencing on December 1, 2021 (the "Commencement Date") and to expire on December 1, 2025 (the "Expiration Date"). The parties may agree to extend the term of the lease for additional three (3) one (1) year terms upon the execution of a written amendment to this Lease. In the event the Lessee intends to renew the Lease for the additional term, then the Lessee shall provide Lessor with written notice of its intent to renew the Lease no later than ninety (90) days prior to the Expiration Date of the initial term or any renewal term. The Lessee shall have a period of six (6) months commencing on the Commencement Date until January 31, 2024 to complete and receive a certificate of occupancy for the Lessee improvements at the Premises, as approved by the Lessor ("Buildout Period"). The Buildout Period may be extended upon prior written approval by the Lessor, at its sole discretion. During the Buildout Period, the Lessee may terminate the Lease upon providing the Lessor with thirty (30) days prior written notice and at least thirty (30) days in advance of the expiration of the Building Period. During the remaining period of this Lease, the Lessee may terminate the Lease upon providing the Lessor with sixty (60) days prior written notice.

3. That except as amended herein, the CRA and LESSEE ratify, approve, and reaffirm the terms of the Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, and the Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall remain in full force and effect, except as amended herein.

4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment, this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the date first written above.

ATTEST:

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

Renee Jadusingh, Executive Director

By: _____
Adam Frankel, Chair

APPROVED AS TO FORM:

Kim N. Phan, CRA Legal Advisor

ATTEST:

JERK & LIME AT NICOLE'S HOUSE LLC, a Florida Limited Liability Corporation

Robert Massi

By: [Signature]

Print Name: Robert Massi

Print Name: Nicole N Myers

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of July, 2023, by Nicole Myers (person), owner (title) Jerk & Lime at Nicole's House LLC, a Florida limited liability corporation, on behalf of the limited liability corporation. She/He is personally known to me or has produced drivers license (type of identification) as identification

[Signature]
Notary Public - State of Florida

