

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT (this "Third Amendment") dated _____, 2020 (the "Effective Date") by **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444 (the "Landlord"), and **FRISTNER BOTEX AND ILENE BOTEX**, whose address is 47 SW 8th Avenue, Delray Beach, Florida 33444 (the "Tenant") and shall be effective upon execution by the parties hereto.

RECITALS

A. Landlord and Tenant are bound by that certain Lease Agreement dated on April 26, 2018, as subsequently amended (as modified and amended as of the date hereof, the "Lease"), pursuant to which Tenant leases certain premises from Landlord located at 47 SW 8th Avenue ("Premises"); and

B. Landlord and Tenant desire to amend certain terms and conditions of the Lease, as more particularly set forth in this Third Amendment.

In consideration of the mutual covenants contained in this Third Amendment, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties hereto do hereby agree as follows:

1. Recitals and Defined Terms. The foregoing recitals are true and correct and incorporated herein by reference. All capitalized terms used, but not otherwise defined, in this Third Amendment shall have the meaning(s) ascribed to such term(s) in the Lease.

2. Abatement of Rent. Provided Tenant is not in default of any of the terms and conditions of the Lease or the Covid-19 Rent Assistance Program ("Program") as attached hereto as Exhibit "A", the Rent due from Tenant ("Abated Rent") shall be refunded, if applicable, or abated for the months of April, May, and June of 2020 ("Initial Abatement Period"). Following submission of the application by the Tenant for the COVID-19 Rent Assistance Program (the "Program") for the Initial Abatement Period, the Tenant shall be required to submit additional Program applications each month until September of 2020 in compliance with the Program, attached hereto as Exhibit "A". In the event the Tenant fails to submit any additional application as provided in Exhibit "B", attached hereto, or fails to meet or comply with the Program requirements, as determined by the CRA in its sole discretion, the Tenant shall be required to make Rent payments in accordance with the Lease. The abatement of Rent under this provision only applies to the base Rent, and the Tenant is still required to make payment toward any additional rent, taxes, utilities, etc. required under the terms of the Lease.

3. Acknowledgments and Agreements. Tenant acknowledges and agrees that (1) no other agreement has been reached as to the renewal, extension or modification of the Lease or any of the provisions hereunder, (2) the Lease, as amended hereby, remains in full force and effect, (3) there are no Landlord defaults under the Lease which now exist or, following notice or cure, would ripen into a default, and (4) Tenant possesses no claim against Landlord, including, but not limited to, setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance by virtue of Landlord's actions or any actions of its predecessors-in-interest, if any, and hereby forever waives and releases Landlord from any claims arising under or in connection with the Lease prior to the date hereof.

4. Miscellaneous. Landlord and Tenant hereby ratify and affirm the Lease, except as amended hereby. The Lease, as amended by this Third Amendment, constitute the entire agreement of Landlord and Tenant with respect to the subject matter herein. In the event there is any conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment shall control. In case of any action or proceeding brought to enforce the terms and provisions of this Third Amendment, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorneys' fees (at all tribunal levels) incurred by the prevailing party or its agents or both in enforcing the covenants and agreements of this Lease upon the entry of a final non-appealable judgment. The provisions of this paragraph shall survive the expiration, or early termination of the Lease. The time of the performance of all of the covenants, conditions and agreements of this Third Amendment is of the essence.

5. Counterparts. This Third Amendment may be executed in several counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same Third Amendment. Signature pages exchanged by facsimile or e-mail shall be fully binding and shall be considered originals for all purposes. This Third Amendment may be executed by e-mail [in so-called "portable document format" ("PDF")] transmission and shall be deemed to have been executed and delivered by each party on the date so transmitted to the other party, and in such event, each party will promptly furnish to the other party, an original counterpart hereof executed by such party.

[THIS SECTION IS BLANK; SIGNATURES ON FOLLOWING PAGE(S)]

TENANT:
FRISTNER BOTEX

ILENE BOTEX

ATTEST:

By: _____

Date: _____

Print Name: _____

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by _____, as, _____ He/She is personally known to me or has produced _____ (type of identification) as identification

Signature

Name and Title

Commission Number

EXHIBIT A
PROGRAM

EXHIBIT B
APPLICATION

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (this "First Amendment") dated _____, 2020 (the "Effective Date") by **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444 (the "Landlord"), and **DIEULEUR DIMEZIL AND EVELYN DIMEZIL**, whose address is 121 SW 10th Avenue, Unit A (the "Tenant") and shall be effective upon execution by the parties hereto.

RECITALS

A. Landlord and Tenant are bound by that certain month to month Lease Agreement dated on February 21, 2019, as subsequently amended (as modified and amended as of the date hereof, the "Lease"), pursuant to which Tenant leases certain premises from Landlord located at 121 SW 10th Avenue, Unit A ("Premises"); and

B. Landlord and Tenant desire to amend certain terms and conditions of the Lease, as more particularly set forth in this First Amendment.

In consideration of the mutual covenants contained in this First Amendment, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties hereto do hereby agree as follows:

1. Recitals and Defined Terms. The foregoing recitals are true and correct and incorporated herein by reference. All capitalized terms used, but not otherwise defined, in this First Amendment shall have the meaning(s) ascribed to such term(s) in the Lease.

2. Abatement of Rent. Provided Tenant is not in default of any of the terms and conditions of the Lease or the Covid-19 Rent Assistance Program ("Program") as attached hereto as Exhibit "A", the Rent due from Tenant ("Abated Rent") shall be refunded, if applicable, or abated for the months of April, May, and June of 2020 ("Initial Abatement Period"). Following submission of the application by the Tenant for the COVID-19 Rent Assistance Program (the "Program") for the Initial Abatement Period, the Tenant shall be required to submit additional Program applications each month until September of 2020 in compliance with the Program, attached hereto as Exhibit "A". In the event the Tenant fails to submit any additional application as provided in Exhibit "B", attached hereto, or fails to meet or comply with the Program requirements, as determined by the CRA in its sole discretion, the Tenant shall be required to make Rent payments in accordance with the Lease. The abatement of Rent under this provision only applies to the base Rent, and the Tenant is still required to make payment toward any additional rent, taxes, utilities, etc. required under the terms of the Lease.

3. Acknowledgments and Agreements. Tenant acknowledges and agrees that (1) no other agreement has been reached as to the renewal, extension or modification of the Lease or any of the provisions hereunder, (2) the Lease, as amended hereby, remains in full force and effect, (3) there are no Landlord defaults under the Lease which now exist or, following notice or cure, would ripen into a default, and (4) Tenant possesses no claim against Landlord, including, but not limited to, setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance by virtue of Landlord's actions

or any actions of its predecessors-in-interest, if any, and hereby forever waives and releases Landlord from any claims arising under or in connection with the Lease prior to the date hereof.

4. Miscellaneous. Landlord and Tenant hereby ratify and affirm the Lease, except as amended hereby. The Lease, as amended by this First Amendment, constitute the entire agreement of Landlord and Tenant with respect to the subject matter herein. In the event there is any conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall control. In case of any action or proceeding brought to enforce the terms and provisions of this First Amendment, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorneys' fees (at all tribunal levels) incurred by the prevailing party or its agents or both in enforcing the covenants and agreements of this Lease upon the entry of a final non-appealable judgment. The provisions of this paragraph shall survive the expiration, or early termination of the Lease. The time of the performance of all of the covenants, conditions and agreements of this First Amendment is of the essence.

5. Counterparts. This First Amendment may be executed in several counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same First Amendment. Signature pages exchanged by facsimile or e-mail shall be fully binding and shall be considered originals for all purposes. This First Amendment may be executed by e-mail [in so-called "portable document format" ("PDF")] transmission and shall be deemed to have been executed and delivered by each party on the date so transmitted to the other party, and in such event, each party will promptly furnish to the other party, an original counterpart hereof executed by such party.

[THIS SECTION IS BLANK; SIGNATURES ON FOLLOWING PAGE(S)]

ATTEST:

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TENANT:
DIEULEUR DIMEZIL

EVELYN DIMEZIL

ATTEST:

By: _____

Date: _____

Print Name: _____

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by _____, as, _____ He/She is personally known to me or has produced _____ (type of identification) as identification

Signature

Name and Title

Commission Number

EXHIBIT A
PROGRAM

EXHIBIT B
APPLICATION

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (this "First Amendment") dated _____, 2020 (the "Effective Date") by **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444 (the "Landlord"), and **COLUMBUS ROLLINS AND CAROL ROLLINS**, whose address is 34 NW 6th Avenue, Delray Beach, Florida 33444 (the "Tenant") and shall be effective upon execution by the parties hereto.

RECITALS

A. Landlord and Tenant are bound by that certain Lease Agreement dated on December 1, 2008, as subsequently converted to a month to month lease (as modified and amended as of the date hereof, the "Lease"), pursuant to which Tenant leases certain premises from Landlord located at 34 NW 6th Avenue, Delray Beach, Florida 33444 ("Premises"); and

B. Landlord and Tenant desire to amend certain terms and conditions of the Lease, as more particularly set forth in this First Amendment.

In consideration of the mutual covenants contained in this First Amendment, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties hereto do hereby agree as follows:

1. Recitals and Defined Terms. The foregoing recitals are true and correct and incorporated herein by reference. All capitalized terms used, but not otherwise defined, in this First Amendment shall have the meaning(s) ascribed to such term(s) in the Lease.

2. Abatement of Rent. Provided Tenant is not in default of any of the terms and conditions of the Lease or the Covid-19 Rent Assistance Program ("Program") as attached hereto as Exhibit "A", the Rent due from Tenant ("Abated Rent") shall be refunded, if applicable, or abated for the months of April, May, and June of 2020 ("Initial Abatement Period"). Following submission of the application by the Tenant for the COVID-19 Rent Assistance Program (the "Program") for the Initial Abatement Period, the Tenant shall be required to submit additional Program applications each month until September of 2020 in compliance with the Program, attached hereto as Exhibit "A". In the event the Tenant fails to submit any additional application as provided in Exhibit "B", attached hereto, or fails to meet or comply with the Program requirements, as determined by the CRA in its sole discretion, the Tenant shall be required to make Rent payments in accordance with the Lease. The abatement of Rent under this provision only applies to the base Rent, and the Tenant is still required to make payment toward any additional rent, taxes, utilities, etc. required under the terms of the Lease.

3. Acknowledgments and Agreements. Tenant acknowledges and agrees that (1) no other agreement has been reached as to the renewal, extension or modification of the Lease or any of the provisions hereunder, (2) the Lease, as amended hereby, remains in full force and effect, (3) there are no Landlord defaults under the Lease which now exist or, following notice or cure, would ripen into a default, and (4) Tenant possesses no claim against Landlord, including, but not limited to, setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance by virtue of Landlord's actions

or any actions of its predecessors-in-interest, if any, and hereby forever waives and releases Landlord from any claims arising under or in connection with the Lease prior to the date hereof.

4. Miscellaneous. Landlord and Tenant hereby ratify and affirm the Lease, except as amended hereby. The Lease, as amended by this First Amendment, constitute the entire agreement of Landlord and Tenant with respect to the subject matter herein. In the event there is any conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall control. In case of any action or proceeding brought to enforce the terms and provisions of this First Amendment, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorneys' fees (at all tribunal levels) incurred by the prevailing party or its agents or both in enforcing the covenants and agreements of this Lease upon the entry of a final non-appealable judgment. The provisions of this paragraph shall survive the expiration, or early termination of the Lease. The time of the performance of all of the covenants, conditions and agreements of this First Amendment is of the essence.

5. Counterparts. This First Amendment may be executed in several counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same First Amendment. Signature pages exchanged by facsimile or e-mail shall be fully binding and shall be considered originals for all purposes. This First Amendment may be executed by e-mail [in so-called "portable document format" ("PDF")] transmission and shall be deemed to have been executed and delivered by each party on the date so transmitted to the other party, and in such event, each party will promptly furnish to the other party, an original counterpart hereof executed by such party.

[THIS SECTION IS BLANK; SIGNATURES ON FOLLOWING PAGE(S)]

ATTEST:

LANDLORD:
DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Shelly Petrolia, Chair

By: _____
CRA General Counsel

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Signature _____

Name and Title

Commission Number

TENANT:
COLUMBUS ROLLINS

CAROL ROLLINS

ATTEST:

By: _____

Date: _____

Print Name: _____

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by _____, as, _____ . He/She is personally known to me or has produced _____ (type of identification) as identification

Signature

Name and Title

Commission Number

EXHIBIT A
PROGRAM

**EXHIBIT B
APPLICATION**