

### THIRD AMENDMENT TO LEASE

**THIS THIRD AMENDMENT TO THE LEASE** (“Amendment”) is made this \_\_\_\_\_ day of 4/19/2023, 2023, between the City of Lake Worth Beach, Florida, a municipal corporation (“Landlord”), and RTT-Benny’s on the Beach, Inc., a Florida corporation (“Tenant”).

#### RECITALS

WHEREAS, on February 11, 2013, the Landlord and Tenant (collectively, “Parties”) entered into a Lease agreement for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use by the TENANT as a restaurant with incidental retail sales and a bait shop (“Lease”); and,

WHEREAS, the Landlord and Tenant entered into the First Amendment to the Lease on August 5, 2015; and,

WHEREAS, on May 19, 2020, the Landlord and Tenant entered into the Second Amendment to the Lease to revise certain terms and conditions as a result of the COVID-19 pandemic; and,

WHEREAS, the Landlord and Tenant are in negotiations to amend the Lease to extend the Lease for an additional term(s) and to address the Rent for such additional term(s); and,

WHEREAS, when the Lease is referenced hereinafter, it shall be defined to include the First Amendment and the Second Amendment; and,

WHEREAS, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, the Landlord and Tenant, in consideration of the mutual promises herein contained and contained in the Lease, the sufficiency of which is hereby acknowledged by both parties, agree to amend the Lease as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Amendment as true and correct statements of the Parties.
2. **City Commission Consideration.** This Amendment was considered by the Landlord’s City Commission at a public meeting on February 21, 2023, and the City Commission approved the same with direction to City staff to continue negotiations.
3. **No Default.** The Parties agree that the Lease remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Lease.
4. **Negotiations Extension.** The Lease is hereby extended for an additional ninety (90) days to allow for continued negotiations between the Parties (“Negotiations Extension”).
5. **Rent.** Unless otherwise agreed in writing by the Parties, for the duration of this Negotiations Extension, the Tenant shall pay as Rent the amount of **Twenty Thousand Nine Hundred Ten Dollars and 00/100 (\$20,910.00)** per month, plus applicable taxes, for the

Premises, as more fully set forth in the Lease. This Rent amount includes the Patio Area Rent and a two percent (2%) increase from the Rent currently paid under the Lease. No security deposit shall be required under this Negotiations Extension of the Lease.

6. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect.

7. **Controlling Documents.** To the extent that there exists a conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.


8. **Entire Agreement.** The Parties agree that the Lease and this Amendment represent the entire agreement between the Parties and supersede all other negotiations, representations, or agreements, either written or verbal.

9. **Counterparts.** Each Party may sign one copy of this Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Amendment.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Lease on the day and year first above written.



**CITY OF LAKE WORTH BEACH, FLORIDA**

By:   
Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Melissa Ann Coyne, CMC  
Melissa Ann Coyne, CMC, City Clerk

JENNIFER HUNECKE  
Glen J. Torcivia, City Attorney

TENANT: RTT-BENNY'S ON THE BEACH, INC.

Witnesses (two):

Shona M. Smith  
Signature

Shona M. Smith  
Print Name

Francis J. Kelly  
Signature

FRANCIS J. KELLY  
Print Name

By: Lee M. Lipton  
Lee M. Lipton, President

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>TH</sup> day of APRIL, 2023, by Lee M. Lipton, President, RTT-Benny's on the Beach, Inc., a Florida Corporation and who is personally known to me or who has produced the following FL DL as identification.



SHAYLA S. ELLIS  
Commission # HH 001261  
Expires September 19, 2024  
Bonded Thru Budget Notary Services

Notary Public  
Shayla S. Ellis  
Signature of Notary Public – State of Florida

**SHAYLA ELLIS**

Print, Type, or Stamp  
Commissioned Name of Notary Public