

### THIRD AMENDMENT TO RETAIL LEASE

**THIS THIRD AMENDMENT TO THE RETAIL LEASE** (the “Amendment”) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation (“Landlord”), and **Pura Vida Treats, Inc.**, a Florida corporation (“Tenant/Assignee”) (collectively referred to as the “Parties”).

#### RECITALS

**WHEREAS**, on February 2, 2012, the Landlord and Maxplan Enterprises, Inc. (Assignor) entered into a Retail Lease agreement for the lease of unit nos. 3 and 4 on the first floor of the Lake Worth Municipal Casino Building for use by the Assignor as a retail ice cream and chocolates establishment (the “Lease”); and

**WHEREAS**, on August 13, 2020, the Landlord and the Assignor entered into the First Amendment to the Lease to revise certain terms and conditions of the Lease as a result of the COVID-19 pandemic; and

**WHEREAS**, on March 2, 2021, the Landlord, Assignor and Tenant/Assignee entered into the Second Amendment to the lease to assign the Lease to the Tenant/Assignee and to revise certain terms and conditions of the Lease; and

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

**WHEREAS**, the Lease is set to expire on October 1, 2022 and the Parties wish to extend the Lease for the five (5) year renewal; however, the City is conducting a market rate assessment on the Base Rent for the renewal period and it is not yet complete; and

**WHEREAS**, the City will agree to extend the Lease for up to sixty (60) days or until another amendment to the Lease is brought before the Commission (whichever occurs first) to extend the Lease for the five (5) year renewal and to amend the updated Base Rents for such renewal period (based upon the market rate assessment); and

**WHEREAS**, the Parties agree that the prior approved assignment of the Lease should not prohibit the extension of the Lease; and

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

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained in the Lease and this Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference.
2. **City Commission Consideration.** This Amendment will be considered by the Landlord’s City Commission at a public meeting on September 20, 2022.

3. **Rent Commencement Date.** The parties agree that the Rent Commencement Date is October 1, 2012 and, therefore, in accordance with the Lease, the initial term will expire, unless extended, on October 1, 2022.
4. **Extension.** The Lease is hereby extended for up to sixty (60) days or until an amendment is brought before the Commission to extend the Lease for the five (5) year renewal and to amend the Base Rent for the renewal period, whichever occurs first.
5. **Special Requirements.** Paragraph 1.2 of Exhibit "H" to the Lease (Special Requirements) provides, in part, that the prior assignment of the Lease removes the renewal options from the Lease. The City hereby retroactively waives its right to eliminate the lease renewal options which was triggered by the assignment of the Lease to the current Tenant/Assignee on March 2, 2021.
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 have caused this Third Amendment to the Retail Lease to be executed by their duly authorized representatives.

**LANDLORD: CITY OF LAKE WORTH BEACH, FLORIDA**

**Witness:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Betty Resch, Mayor

**ATTEST:**

\_\_\_\_\_  
Melissa A. Coyne, CMC, City Clerk

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by Betty Resch, as the Mayor of the City of Lake Worth Beach (Landlord), who is personally known to me.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**TENANT/ASSIGNEE:  
PURA VIDA TREATS, INC.**

Witnesses:

By: \_\_\_\_\_  
Print Name: Nazid Mohammed

By: Wayne Pyers President  
Wayne Pyers, President

By: Joan Duenas  
Print Name: Joan Duenas

[Corporate Seal, if required]

STATE OF Florida )  
COUNTY OF Palm Beach )

THE FOREGOING Third Amendment to Retail Lease was acknowledged before me by means of • physical presence or • online notarization on this 7 day of September 2022, by Wayne Pyers, as the President of Pura Vida Treats, Inc., a Florida Corporation, who is personally known to me or who has produced FLDL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the TENANT/ASSIGNEE to the same.

Notary Seal:

Devony Thomas  
Notary Public Signature

