

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO THE LEASE (“Amendment” hereinafter) is made this _____ day of _____, 2026, between the City of Lake Worth Beach, Florida, a municipal corporation (the “Landlord”), and RTT-Benny’s on the Beach, Inc., a Florida corporation (the “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, on August 5, 2015, the Parties entered into the First Amendment to the Lease to address and include an additional 400 square feet of space adjacent to and west of the Lease premises (“Patio Area”); and,

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

WHEREAS, on April 19, 2023, the Parties entered into the Third Amendment to the Lease to extend the Lease for 90 days (February 11, 2023 through May 12, 2023) to allow for continued negotiations and to establish the Rent for such extension in the amount of Twenty Thousand Nine Hundred Ten dollars and 00/100 (\$20,910.00) which included a two percent (2%) increase; and

WHEREAS, on May 31, 2023, the Parties entered into the Fourth Amendment to the Lease to extend the Lease for nine (9) years and eleven (11) months through and including January 11, 2033 and to address rent increases; and,

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

WHEREAS, the Parties desire to amend the Lease to include an additional ten (10) year final renewal period option and to include additional updated and/or required provisions, including rent increases; 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 will be considered by the Landlord's City Commission at a public meeting.

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. **Option to Extend Lease.** Paragraph 3 "Option to Extend Lease" of the Lease is hereby amended to include the following additional paragraph:

"The Lease has a current expiration date of January 11, 2033. Provided that the Tenant is not in default of the Lease from the date it issues its Option Notice (defined below) through January 11, 2033, Tenant shall have the right to extend the Lease for an additional ten (10) years through January 11, 2043 ("Final Renewal Period"). If Tenant wishes to exercise its option for the Final Renewal Period, it shall notify the Landlord in writing one (1) year prior to the current expiration date ("Option Notice"); otherwise, the Tenant will waive the Final Renewal option and the Lease will expire on January 11, 2033. If exercised, the Tenant shall deliver the Option Notice to the Landlord on or before Monday, January 12, 2032 (the one-year prior notice deadline falls on a Sunday). Landlord shall have no obligation to notify Tenant hereafter of the required Option Notice. All terms and conditions of the Lease shall remain unchanged and in full force and effect during the Final Renewal Period except as otherwise agreed to by the parties and included in a Lease amendment."

5. **Rent.** Paragraph 1.9 "Rent" of the Lease shall be amended to include the following additional language:

"During the Final Renewal Period, if exercised by the Tenant, Rent for the Premises and the Patio Area shall increase by five percent (5%) every two (2) years beginning on January 11, 2034, and continuing thereafter (i.e., 2036, 2038, 2040, 2042)."

6. **Required Provisions.** Paragraph 32 "General Provisions" of the Lease is hereby amended to include the following new statutorily required provision:

"**32.15 Coercion for Labor and Services.** The Tenant, by signing this Amendment as set forth below, attests, under penalty of perjury, that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time."

7. **Indemnification.** Paragraph 18 "Indemnification" of the Lease is hereby amended to include the following additional language:

"The limitations and provisions set forth in Section 768.28, Florida Statutes, as amended, are deemed to apply to this Lease to claims or actions arising in tort and/or contract. This paragraph shall survive the expiration or earlier termination of the Lease."

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

9. **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.

10. **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.

11. **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

ATTEST: By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**[REMAINDER OF PAGE LEFT BLANK.
TENANT'S SIGNATURE PAGE FOLLOWS.]**

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

By: _____
Dylan 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 _____ day of _____, 2026, by Dylan 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 _____ as identification, and who did take an oath, under penalty of perjury, that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he is duly authorized to execute the foregoing instrument and bind the Tenant to the same.

Notary Public

Signature of Notary Public – State of Florida

Print, Type, or Stamp
Commissioned Name of Notary Public