

FIFTH AMENDMENT TO RETAIL LEASE

THIS FIFTH AMENDMENT TO THE RETAIL LEASE (the “Amendment”) is made between the **City of Lake Worth Beach**, a Florida municipal corporation (“Landlord”), and **RVRA, LLC**, a Florida limited liability company (the “Tenant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on February 23, 2012, the Landlord and Mamma Mia’s on the Beach, Inc. (prior “Tenant/Assignor”) entered into a Retail Lease agreement for the lease of unit nos. 1 and 2 on the first floor of the Lake Worth Municipal Casino Building for use by the Tenant as an Italian restaurant for on and off premises consumption (the “Lease”); and,

WHEREAS, on May 2, 2017, the Landlord and the Tenant/Assignor entered into the First Amendment to the Retail Lease authorizing Vincenzo Lograsso to deliver ownership of the Tenant/Assignor’s corporation to Francesco Lograsso; and

WHEREAS, on May 7, 2019, the Landlord, the Tenant/Assignor and RVRA, LLC entered into the Second Amendment to the Retail Lease wherein the Landlord agreed to the assignment of the Lease from the Tenant/Assignor to RVRA, LLC, the current Tenant; and

WHEREAS, on December 1, 2020, the Landlord and the Tenant entered into the Third Amendment to the Retail Lease wherein the Parties addressed changes to the terms and conditions of the Lease due to COVID-19; and,

WHEREAS, on September 20, 2022, the Landlord and Tenant entered into the Fourth Amendment to the lease to extend the Lease for up to 60 days so that the market rate analysis could be completed; and

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

WHEREAS, the Parties wish to extend the Lease for a five (5) year renewal term (which includes the initial 60 day extension) and to set forth the revised Base Rent for each year of such renewal term; 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, as previously amended, 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 _____.

3. **First Renewal Option.** The Lease is hereby extended for an additional five (5) years through and including October 1, 2027. There remains one (1) option to renew the Lease for five (5) additional years.
4. **Base Rent.** Paragraph 1.15 of the Lease, "Base Rent," is here by deleted in full and amended to read as follows:

1.15 **Base Rent (1st renewal).** The following amounts:

Period	Rate P/S/F Annum	Monthly Base Rent	Period Base Rent
11 th year	\$49.37	\$5,479.56	\$65,754.66
12 th year	\$51.09	\$5,671.34	\$68,056.07
13 th year	\$52.88	\$5,869.84	\$70,438.03
14 th year	\$54.73	\$6,075.28	\$72,903.36
15 th year	\$56.65	\$6,287.92	\$75,454.98

5. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect.
6. **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.
7. **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.
8. **Counterparts.** Each Party may sign one copy of this Amendment and together, whether by signed original or by digitally signed, facsimiled, or e-mailed copy, the signed copies shall constitute one, fully executed Amendment.

IN WITNESS WHEREOF, the Parties have caused this 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:

Date: _____

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: RVRA, LLC

Witnesses:

By: _____
Print Name: _____

By: _____

By: _____
Print Name: _____

[Corporate Seal, if required]

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2022, by _____, as the _____ of RVRA, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he is duly authorized to execute the foregoing instrument and bind the TENANT to the same.

Notary Seal:

Notary Public Signature