

## FOURTH AMENDMENT TO RETAIL LEASE

**THIS FOURTH 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 Landlord, Tenant/Assignor, and Tenant/Assignee are referred to as the “Parties”).

### RECITALS

**WHEREAS**, on February 2, 2012, the Landlord and Maxplan Enterprises, Inc. (Tenant/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 Tenant/Assignor as a retail ice cream and chocolates establishment (the “Lease”); and

**WHEREAS**, on August 13, 2020, the Landlord and the Tenant/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, Tenant/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**, on September 20, 2022, the Landlord and Tenant/Assignee entered into the Third 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, and Third Amendment.

**WHEREAS**, the Parties wish to extend the Lease for a five (5) year renewal term (which includes the initial 60 day extension), to set forth the revised Base Rent for each year of such renewal term, and to amend the grease trap maintenance requirements; and

**WHEREAS**, the Tenant/Assignee is established in its role as Tenant and for other relevant reasons, the Landlord agrees to release the Tenant/Assignor from its obligations under 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. **City Commission Consideration.** This Amendment will be considered by the Landlord’s City Commission at a public meeting on November 1, 2022.

2. **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.
3. **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 (1<sup>st</sup> renewal).** The following amounts:

Period	Rate P/S/F Annum	Monthly Base Rent	Period Base Rent
11 <sup>th</sup> year	\$35.26	\$3,914.36	\$46,972.34
12 <sup>th</sup> year	\$36.50	\$4,051.36	\$48,616.37
13 <sup>th</sup> year	\$37.78	\$4,193.16	\$50,317.94
14 <sup>th</sup> year	\$39.10	\$4,339.92	\$52,079.07
15 <sup>th</sup> year	\$40.47	\$4,491.82	\$53,901.84

4. **Grease Traps.** Subsection 15.6 of the Lease is deleted and amended in full to clarify the current operation of Grease Traps at the premises: “The Casino Building has one (1) grease trap and all of the tenants’ floor drains are connected to the grease trap line. The Tenant does not currently use grease; however, if the grease trap and/or the floor drain becomes clogged, or is otherwise not in good working order, due to the Tenant’s use of the premises, the Tenant shall immediately address the issues with the trap and drain at its sole cost. If the Tenant fails to timely address the issues, the Landlord shall be entitled to hire a vendor of Landlord’s choice to fix or otherwise clean out/pump the grease trap and drain line, and the Tenant shall pay for such costs upon demand. If the Tenant begins to use grease, it shall immediately notify the Landlord in writing, and the Landlord may, in its sole discretion, require the Tenant to comply with a schedule (approved by the Landlord) for the regular maintenance and pumping of the grease trap and drain line. If such schedule is required and the Tenant fails to have the grease trap and drain line regularly and properly maintained and/or pumped in accordance with the schedule and all applicable laws, ordinances, rules and regulations, the Landlord shall be entitled to hire a vendor of Landlord’s choice to timely and properly maintain and/or pump the grease trap and drain line and the Tenant shall pay for such costs upon demand. Tenant shall also be responsible for all costs and expenses to repair the grease trap and drain line if damaged by the negligence of the Tenant, its employees, or any contracted vendor. No discharge of grease or grease laden water or other materials or food stuffs shall be introduced by Tenant into the waste water disposal or drainage systems serving the Project; however, if such discharge occurs, in addition to all other rights and remedies under this Lease, Tenant shall be responsible for all costs and expenses (including, but not limited to, any fines or penalties imposed by governmental authorities) which may be assessed against Landlord or that the Landlord may incur to resolve the discharge.”
5. **Release of Assignor.** The Landlord hereby releases the Tenant/Assignor, Maxplan Enterprises, Inc., from any and all obligations or liabilities accruing under the Lease after the date this Amendment is fully executed. The Tenant/Assignee, Pura Vida Treats, Inc., hereby reconfirms its acceptance of the Lease and its assumption of all duties, obligations, liabilities, terms, provisions and covenants contained in or arising under 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 have caused this Fourth 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: [Signature]  
Print Name: Alicia Kaye

By: Wayne Pyers President  
Wayne Pyers, President

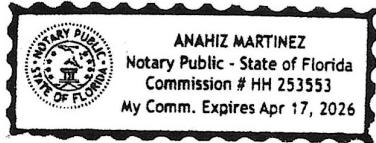
By: [Signature]  
Print Name: ANAHIZ MARTINEZ

[Corporate Seal, if required]

STATE OF Florida )  
COUNTY OF Palm Beach )

THE FOREGOING instrument acknowledged before me by means of • physical presence or • online notarization on this 27<sup>th</sup> day of October 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 valid Drivers License 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:



[Signature]  
Notary Public Signature