

FOURTH AMENDMENT TO RETAIL LEASE

THIS FOURTH AMENDMENT TO THE RETAIL LEASE (the “Amendment”) is made between the **City of Lake Worth Beach**, a Florida municipal corporation (“Landlord”) and **B. F. Enterprises, Inc.**, a Florida corporation (“Tenant/Assignor”) and **RVRA, LLC**, a Florida limited liability company (“Tenant/Assignee”) (collectively Landlord, Tenant/Assignor, and Tenant/Assignee are referred to as the “Parties”).

RECITALS

WHEREAS, on June 6, 2012, the Landlord and Tenant/Assignor entered into a Retail Lease agreement for the lease of unit nos. 5 and 6 on the first floor of the Lake Worth Municipal Casino Building for use by the Tenant/Assignor as a tee shirt and beach wear retailer (the “Lease”); and

WHEREAS, on November 7, 2017, the Landlord and the Tenant/Assignor entered into the First Amendment to the Lease to extend the lease for five (5) years; and

WHEREAS, on August 31, 2020, the Landlord and the Tenant/Assignor entered into the Second Amendment to the Lease to revise certain terms and conditions of the Lease as a result of the COVID-19 pandemic; and

WHEREAS, on November 1, 2022, the Landlord and Tenant/Assignor entered into the Third Amendment to the lease to extend the Lease for a five (5) year renewal term retroactive to October 31, 2022 and to set forth the revised Base Rent for each year of such renewal term; 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 Tenant/Assignor is retiring and wishes to assign the Lease to an existing tenant of the City, the Tenant/Assignee; and

WHEREAS, the Parties desire to amend the Lease to address this assignment and related matters, and 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 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 16, 2025**.
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. ***Amended Sections.*** The following amendments are hereby made to the Lease:
- a. Section 1.2, "Tenant," is deleted in full and amended to state, "RVRA, LLC, a Florida limited liability company."
 - b. Section 1.19, "Tenant's Notice Address," is deleted in full and amended to state, "RVRA, LLC, 1696 SE 4th Street, Deerfield Beach, Florida 33441."
 - c. Section 18, "Indemnification," is hereby amended to include the following: "Nothing contained in this paragraph or elsewhere in the Lease shall be construed or interpreted as consent by the Landlord to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time. The limitations and provisions set forth in Section 768.28, Florida Statutes, 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 this Lease."
5. ***Consent to Assignment.*** Pursuant to section 6.1 of the Lease and solely for the purposes of this Amendment, the Landlord consents to and the Parties agree to the assignment of the Lease to the Tenant/Assignee. After the effective date of the assignment, the Tenant/Assignor shall be released from further obligations under the Lease.
6. ***Administrative Fee and Attorneys' Fees.*** Section 6.1 of the Lease requires that the Tenant/Assignor pay the Landlord an administrative fee of \$1,000.00 plus all reasonable attorneys' fees and actual costs associated with the Landlord's consideration of Tenant/Assignor's assignment request and the review and preparation of all documents associated therewith. Therefore, Tenant/Assignor shall pay the Landlord the administrative fee of \$1,000.00 and the attorneys' fees of \$1,500.00 for a total payment of \$2,500.00 **within five (5) business days** of the effective date of this Amendment; otherwise, the Landlord may render this Amendment null and void in its sole discretion.
7. ***Waiver of Consideration.*** Solely for the purposes of this Amendment, the Landlord waives its right to any payment (e.g. consideration, profit, etc.) that may be due from the Tenant/Assignor and/or Tenant/Assignee pursuant to section 6.2 of the Lease.
8. ***Requested Documents.*** On or before the effective date of this Amendment, the Tenant Assignee shall provide the Landlord with its certificates of insurance naming the "City of Lake Worth Beach, its officials, employees, agents, and representatives" as an Additional Insured with coverage types and amounts as required for the Tenant under the Lease.
9. ***Coercion for Labor and Services.*** The Tenant/Assignor and Tenant/Assignee, by signing this Amendment as set forth below, attests that each does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
10. ***Agreement Unchanged.*** Except as specifically amended herein, all other provisions of the Lease, as previously amended, shall remain in full force and effect.
11. ***Controlling Documents.*** To the extent that there exists a conflict between this Amendment and the Lease, as previously amended, 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.

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

13. **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 Fourth Amendment to the Retail Lease to be executed by their duly authorized representatives.

LANDLORD: CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

Melissa A. 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 Svcs. Director

TENANT/ASSIGNOR: B. F. ENTERPRISES, INC.

By: _____
Barry Freedman, President

[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 _____ 2025, by Barry

Freedman, as the President of B. F. Enterprises, Inc., a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to Section 787.06, Florida Statutes, are true and correct, that he or she is duly authorized to execute the foregoing instrument and bind the Tenant/Assignor to the same.

Notary Seal:

Notary Public Signature

TENANT/ASSIGNEE: RVRA, LLC

By: _____
Authorized Representative

[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 _____ 2025, by _____ [name], as _____ [title] 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 the facts stated with regard to Section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Tenant/Assignee to the same.

Notary Seal:

Notary Public Signature