

FIFTH AMENDMENT TO LEASE DATED SEPTEMBER 17, 2012

BETWEEN

THE CITY OF CLEARWATER, FLORIDA

AND

MARINA CANTINA, LLC

THIS FIFTH AMENDMENT TO THE LEASE AGREEMENT DATED September 17, 2012 (the "Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation (the "Lessor") and MARINA CANTINA, LLC, a Florida limited liability company (the "Lessee").

WHEREAS, the Lessor and Lessee agree to this Fifth Amendment to Lease Agreement amending the terms of the Lease dated September 17, 2012 to clarify the terms and conditions in various sections of such agreement.

NOW, THEREFORE it is mutually agreed as follows:

1. Paragraph 8 is hereby replaced in its entirety as follows:

Lessee covenants and agrees to contract in its own name, and pay directly to the applicable utility, for all water, sewer, electricity, gas, telephone, communication, stormwater, reclaimed water, and other utility charges and fees related to the Premises. As it relates to solid waste service only, the Lessee covenants to pay one third (1/3) the cost of said service for the entire beach marina complex within five calendar (5) days of being provided a copy of the solid waste service invoice by Lessor.

2. Paragraph 16 is hereby amended as follows:

Lessee covenants to complete all contemplated capital improvements, as detailed in Exhibit E, as expeditiously as possible and have Marina Cantina and Salt Cracker open by April 1, 2016. Lessee covenants to have Roundabout Pizza open by Labor Day 2016~~8~~. Otherwise, this shall constitute an Event of Default.

3. All of the terms and conditions of the Lease Agreement are incorporated herein by reference and shall continue in full force and effect throughout the remaining term of this Lease Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this agreement is executed as of the date first above written.

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
George N. Cretekos, Mayor

By \_\_\_\_\_  
William Horne, City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Camilo Soto, Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call, City Clerk

Marina Captina, LLC

By: FRANK CHIVAS  
Frank Chivas, President