

AMENDMENT TO PUBLIC PURPOSE LEASE AGREEMENT

THIS AMENDMENT TO PUBLIC PURPOSE LEASE AGREEMENT (“**Amendment**”) is made and entered into as of May 15, 2023 by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996 (“**County**”) and **LAMATTINA MANAGEMENT, INC.**, a Florida corporation, having its principal office at 5325 NE Torino Parkway, Unit K/L, Port Saint Lucie, Florida 34986 (“**Lessee**”).

RECITALS

A. County and Lessee are parties to that certain Public Purpose Lease Agreement between Martin County and LaMattina Management, Inc. dated September 19, 2022 (as amended, the “**Lease**”) for the lease of certain real property located in the Martin County, Florida, as more particularly described in the Lease (the “**Premises**”).

B. County and Lessee have determined it in the best interest of both parties to mutually terminate the Lease, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

1. **Recitals; Definitions.** The foregoing Recitals are true and correct and are hereby incorporated into this Amendment. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning given to such terms in the Lease.

2. **Term.** County and Lessee hereby agree that Term of the Lease shall automatically terminate on May 15, 2023 (the “**Termination Date**”). On or before the Termination Date, Lessee shall vacate and deliver the Premises to the County in good repair and condition upon the terms and conditions provided herein.

3. **Conveyance of Personal Property.** On or before the Termination Date, in consideration of County’s forgiveness of all past due rent, Lessee agrees to convey to County all personal property owned by Lessee and located on the Premises, including, without limitation, those items listed on the Bill of Sale attached hereto as Exhibit A (the “**Personal Property**”). Lessee covenants and represents that the Personal Property is the lawful property of Lessee and is free of all liens and encumbrances.

4. **Transition Plan and Intangibles.** Lessee agrees that it shall comply with the terms and conditions of the transition plan attached hereto as Exhibit B (the “**Transition Plan**”). The parties acknowledge and agree that the timely completion of the Transition Plan is essential to the continued successful operation of the Premises and is a material inducement to County’s entering into this Amendment. Additionally, Lessee agrees to transfer to County (i) Lessee’s Instagram account, (ii) customer email list, and (iii) the Eatplaysailfish domain. Lessee also agrees to ensure that the Point of Sale historical data is maintained in the transfer to the County. County agrees to

be responsible and pay for any and all fees/costs in the transferring of the alcohol and food service licenses.

5. **Mutual Release.** The parties hereby agree to mutually release, remise, acquit, satisfy, and forever discharge one another from any and all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, covenants, contractual obligations, agreements, promises, damages, judgments, future claims, and demands whatsoever, in law or in equity, which either party now has, ever had or which may have in the future arising out of or related to the Lease or this Amendment. This release includes the Lessee's officers, directors and shareholders.

6. **Outstanding Gift Cards, Deposits for Future Events/Parties and Other Creditors.** County shall not take on the liability or responsibility for any of the following: (a) outstanding gift cards issued by Lessee to patrons which have not been redeemed by the Termination Date; (b) deposits received by Lessee from patrons for future events or private parties; and (c) other creditors of Lessee. Should any individual(s) and/or entity(s) present to the subject premises or to the County on the above-referenced matters, County shall refer any said individual(s) and/or entity(s) to Lamattina Management, Inc., 5325 NW East Torino Parkway, Unit K&L, Port St. Lucie, FL 34986, Email: lamattinaspizzabar@yahoo.com, Telephone (772) 359-9781.

7. **County's Conditional Approval.** This Amendment shall first be conditionally executed for County by the Martin County Administrator or his authorized designee. The condition shall be the subsequent approval by the Martin County Board of County Commissioners (the "BOCC"). This Amendment, as conditionally executed by County, is referred to herein as the "Conditional Amendment". As soon as administratively possible after receipt of this Conditional Amendment signed by Lessee and the Martin County Administrator or his authorized designee, the Conditional Amendment shall be submitted to the BOCC for consideration and for approval or rejection. In the event the BOCC rejects the Conditional Amendment, County shall deliver written notice to Lessee, and this Amendment shall terminate; in which event, the Lease shall continue in full force and effect.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Amendment and shall be considered an original for all purposes.

9. **Authority.** Lessee hereby covenants that Lessee is duly organized, validly existing and in good standing under the laws of the State of Florida, and that the undersigned, on behalf of Lessee, has full power, authority and legal right to execute and deliver this Amendment and to bind Lessee.

10. **Waiver.** No delay or omission by any party in exercising any right with respect to this Amendment shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

11. **Governing Law; Venue; WAIVER OF JURY TRIAL.** This Amendment shall be construed and enforced according to the laws of the State of Florida. Venue for any action arising out of the terms of this Amendment shall lie only in the applicable federal and/or state

courts located in Martin County, Florida. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY, INCLUDING AN ADVISORY JURY, IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO THE LEASE OR THIS AMENDMENT. In any litigation permitted by the Lease or this Amendment, each party shall bear their own costs and fees, including attorney fees.

12. **Conflicts; Survival.** In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. The parties agree that the terms and conditions of this Amendment shall survive the termination of the Lease.

[Signature pages follow]

IN WITNESS WHEREOF, County and Lessee have executed this Amendment as of the date set forth above.

COUNTY:

MARTIN COUNTY, a political subdivision of the State of Florida

By: _____

Name: Don G. Donaldson, P.E.

Title: County Administrator

*** This Amendment is conditionally executed by the Martin County Administrator, as provided herein*

LESSEE:

LAMATTINA MANAGEMENT, INC., a Florida corporation

By: _____

Name: _____

Title: _____

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COUNTY:

ATTEST:

MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Exhibit A

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

That **LAMATTINA MANAGEMENT, INC., a Florida corporation**, whose address is 5325 NE Torino Parkway, Unit K/L, Port Saint Lucie, Florida 34986, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, paid by **MARTIN COUNTY, a political subdivision of the State of Florida**, whose post office address is 2401 SE Monterrey Road, Stuart, FL 34996, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the party of the second part, its successors and assigns, the following goods and chattels located at 1998 SE St. Lucie Blvd., Stuart, FL 34996:

All items listed on Exhibit A-1 attached hereto and incorporated herein.

To Have and to Hold the same unto the party of the second part, its, successors and assigns forever.

And the party of the first part, does for itself and its successors and assigns, covenants to and with the party of the second part, its successors and assigns, that the party of the first part is the lawful owner of the goods and chattels; that they are free from all encumbrances; that the party of the first part has good right to sell the same aforesaid, and that the party of the first part will warrant and defend the sale of the property, goods and chattels hereby made, unto the party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

Additionally, the party of the first part covenants to and with the party of the second part that the undersigned, on behalf of the party of this first part, has full power, authority and legal right to execute and deliver this Bill of Sale and to bind the party of the first part.

[Signature page follows]

Dated this 15th day of May, 2023.

LAMATTINA MANAGEMENT, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization, this _____ day of _____, 2023, by _____, as
_____ of LaMattina Management, Inc., who is personally known to me or produced
_____ as identification.

SEAL

Notary Signature

Printed Notary Signature
My Commission Expires:

Exhibit A-1 to Bill of Sale

County List Personal Property on Premise

| Vendor | ITEM | SIZE | QUANTITY | Items on Premise- Not listed in Column B | QTY |
|-----------------|-------------------------------------|-------------|----------|--|-----|
| T & T Audio | POS Kitchen Monitor Mounts | | 1 | | |
| T & T Audio | 32 x 64 componente video Matrix | | 1 | | |
| T & T Audio | 6ft Rack | | 1 | Calloway tables | 6 |
| T & T Audio | One Touch Screen System | | 1 | Bar TV's | 2 |
| T & T Audio | Direct TV Receivers | | 10 | | |
| T & T Audio | Direct TV Dish | | 1 | Menu books | 200 |
| Casey Moye | Custom Wait Stations | | 2 | | |
| Casey Moye | Custom Computer Station | | 1 | Pots and Pans | 40 |
| Casey Moye | Custom Shelves | | 1 | dish machine racks | 20 |
| Prestwick | X-97706 Bag Rack | 3 stall | 20 | food service trays | 25 |
| Prestwick | X-98855 Towel Caddy | 26 gallon | 10 | Chaffing pans | 30 |
| Prestwick | X-99976 Towel Caddy | 26 gallon | 10 | Ice bucket with stand | 20 |
| 2nd Supply | Stainless Table Undershelf | 24" x 24" | 2 | | |
| 2nd Supply | Two Door Reach In refrigerator T-49 | TRUE | 1 | | |
| 2nd Supply | Crescent Cuber Iceemaker | HOSHIZAKI | 1 | | |
| JTECH | Motorola Earpiece | | 5 | | |
| JTECH | Motorola Radio Portable Radio | | 12 | | |
| JTECH | Motorola Charger kit | | 2 | | |
| Edward Don & Co | Spoon Table | | 6 | | |
| Edward Don & Co | Cresmer | 8" | 144 | | |
| Edward Don & Co | Ramekin | 5.5oz | 1008 | | |
| Edward Don & Co | Dinner Knife | 2.5oz | 720 | | |
| Edward Don & Co | Dinner Fork | 9.5" | 720 | | |
| Edward Don & Co | Soup spoon | 7" | 600 | | |
| Edward Don & Co | Steak Knife | 7" | 72 | | |
| Edward Don & Co | Spoon | 9.5" | 204 | | |
| Edward Don & Co | Beverage / Coffee Server | 4.5" | 24 | | |
| Edward Don & Co | Salt and Pepper Shaker | 51 oz | 144 | | |
| Edward Don & Co | Service Plate -China | | 252 | | |
| Edward Don & Co | Bowl-China | 11 3/4" | 72 | | |
| Edward Don & Co | Bowl-China | 6.5" | 108 | | |
| Edward Don & Co | Platter-China | 4.5" | 180 | | |
| Edward Don & Co | Mug-China | 11" x 8.5" | 108 | | |
| Edward Don & Co | Plate-China | 10 oz | 204 | | |
| Edward Don & Co | Serving Board - teak wood | 6.25" | 21 | | |
| Edward Don & Co | Serving Platter -teak wood | 11" | 132 | | |
| Edward Don & Co | Casserole Dish-China | 14" | 21 | | |
| Edward Don & Co | French Fry bag/Cup | 15oz | 216 | | |
| Edward Don & Co | Tabletop Basket | 15oz | 102 | | |
| Edward Don & Co | Butter Dish | rg rectangl | 72 | | |
| Edward Don & Co | Plastic Beverageare | 1/4" x 2 1/ | 240 | | |
| Edward Don & Co | Plastic Beverageare | 10 oz | 180 | | |
| Edward Don & Co | Plastic Beverageare | 12 3/4oz | 240 | | |
| Edward Don & Co | Bread basket | 14 oz | 75 | | |
| Edward Don & Co | Taco holder | 3 comp | 100 | | |
| Edward Don & Co | Champaigne glass | 7 3/4 oz | 144 | | |
| Edward Don & Co | Wine Glasses | 150z | 240 | | |
| Edward Don & Co | Rocks Glass | 10.5 oz | 96 | | |
| Edward Don & Co | Hurricane Glasses | 16oz | 96 | | |
| Edward Don & Co | Platter-China | 10 5/8 | 17 | | |
| Edward Don & Co | Bowl-China | 10" | 120 | | |
| Edward Don & Co | Sugar Caddy | 3 1/8" | 108 | | |
| Edward Don & Co | Cocktail Martini Glass | 8 1/4 oz | 120 | | |
| Edward Don & Co | Champagne glass | 2 1/4 oz | 48 | | |
| Edward Don & Co | Glass Rocks Doule | 12 oz | 144 | | |
| Webstraunt | Hotel Pan 1/3 | 2.5" | 12 | | |
| Webstraunt | Hotel Pan 1/3 | 4" | 12 | | |
| Webstraunt | Hotel Pan 1/3 | 6" | 12 | | |
| Webstraunt | Hotel Pan 1/9 | 4" | 6 | | |
| Webstraunt | Hotel Pan 1/9 | 4" | 24 | | |
| Webstraunt | Rolling Pin | 15" | 1 | | |
| Webstraunt | Insert Kit -Stainless | 11 qt | 2 | | |
| Webstraunt | Turner- Stainless | 8" | 12 | | |
| Webstraunt | Spice Rack | 22" | 6 | | |
| Webstraunt | Pizza Oven Brush | 40" | 1 | | |
| Webstraunt | Salad Spinner | | 1 | | |
| Webstraunt | Sheet Pan Rack | 10 Tier | 1 | | |
| Webstraunt | Ticket Holder | | 1 | | |
| Webstraunt | 1/2 Pan Chaffer Cover | 12qt | 6 | | |
| Webstraunt | Aluminum Pizza Peel | 12 x 14 | 2 | | |
| Webstraunt | Loaf Pan | | 4 | | |
| Webstraunt | Veggie Dicer | | 1 | | |
| Webstraunt | Chef Knife | 10" | 6 | | |
| Webstraunt | Chef Knife | 8" | 6 | | |
| Webstraunt | 1/6 hotel pan | 4" | 12 | | |
| Webstraunt | 1/3 clear pan | 4" | 6 | | |
| Webstraunt | 1/6 black pan | 4" | 12 | | |
| Webstraunt | Pizza Oven Scraper | 10" | 1 | | |
| Webstraunt | Counter Top Refrigerated Prep Rail | | 2 | | |
| Webstraunt | Slotted Steam Table Cover | 1/3 | 12 | | |
| Webstraunt | Magnetic Knife Holder | 24" | 2 | | |
| Webstraunt | Cap Iron skilet | 5" | 12 | | |
| Webstraunt | Round Rubberwood Underliner | 8" | 24 | | |
| Webstraunt | Bar Mat | 12" x 12" | 24 | | |
| Webstraunt | Sandwich Spreader | 3 1/2" | 24 | | |
| Webstraunt | Table Grater | 9" | 4 | | |
| Webstraunt | 1/3 Hotel Pan | 2.5" | 12 | | |
| Webstraunt | 1/6 Hotel Pan | 4" | 15 | | |
| Webstraunt | 1/6 Hotel Pan | 6" | 12 | | |
| Webstraunt | 1/9 Hotel Pan | 4" | 30 | | |
| Webstraunt | Cast Iron Steak Weight | 9.5" | 4 | | |
| Webstraunt | Potato Masher | 18" | 1 | | |
| Webstraunt | Press Dishser | 112 | 6 | | |
| Webstraunt | Pot Rack | 15" x 48" | 1 | | |
| Webstraunt | Wall Shelf | 12" x 72" | 1 | | |
| Webstraunt | Wall Shelf | 15" x 24" | 5 | | |
| Webstraunt | Wall Shelf | 15" x 36" | 8 | | |
| Webstraunt | Wall Shelf | 15" x 48" | 2 | | |
| Webstraunt | Wall Shelf | 15" x 60" | 2 | | |
| Webstraunt | Wall Shelf | 15" X 96" | 1 | | |
| Webstraunt | Replacement Plunger Valve | | 5 | | |
| Webstraunt | Egg Slicer | | 4 | | |
| IMPACT | Hitting Bay Decals | | 20 | | |
| IMPACT | Name Badges | | 65 | | |
| IMPACT | Shirts | | 57 | | |
| IMPACT | Richardson Hats | | 23 | | |
| IMPACT | Cooler Bags | | 39 | | |
| IMPACT | Kitchen Hats | | 26 | | |
| IMPACT | Richardson Kitchen Hats | | 28 | | |
| IMPACT | Menu Book Covers | | 200 | | |
| SAMS | Sentry Safe | | 1 | | |
| Calloway | Staff Shirts | | 558 | | |
| Calloway | Staff Belts | | 100 | | |

Exhibit B
Transition Plan

Prioritized Transition Plan

| LESSEE TASK | ACTION | COMPLETION DATE |
|---|--|--|
| TOAST Point of Sale change of ownership to the County | Initiate and complete a transfer of ownership request with Toast POS system. Contact current Toast Rep for instructions. Follow through until executed and submitted. | 05/16/23 |
| Alcohol license # BEV5302907 4COP transfer to the County | Work together with the County to complete Transfer of Ownership ABT-6002 Section 10 Affidavit of Transferor and Notarize. Complete Section 11 Current Licensee Update Data Sheet. Complete Section 13- Department of Revenue Clearance and notarize. | 5/17/2023 (pending DBPR processing time follow through until completion) |
| Food Service license# SEA5319070 transferred to the County | County will initiate and submit transfer with DBPR, LaMattina Management will provide documents as requested by the State. | 5/19/23 (pending DBPR processing time follow through until completion) |
| Provide a list of all future bookings | Provide list of bookings and point of contact info. | 05/16/23 |
| Social media page account transferred to the County and/or info/passwords | Work with the County's marketing team to transfer info. | 05/19/23 |
| Email Database | Provide list of email database in excel or csv file. | 05/16/23 |
| Gift Card recipient | Provide list of gift card recipients with balance and purchaser contact info. | 05/16/23 |
| Golf Club and merchandise inventory | Allow access for the Senior Park Manager to conduct a full inventory of golf clubs and merchandise for resale. | 05/16/23 |
| 2 days to interview/hire current staff | County will bring on staffing professionals to interview and rehire staff on the spot. | to be determined |
| Sound system access/passwords/account transfer | Provide admin credential to Senior Park Manager to current Audio and music streaming system. | 05/16/23 |
| Phone number transferred to the County | Initiate phone number transfer with existing phone service provider and work together with the County to retain the existing phone number. | 05/16/23 |
| Catering menu files | Provide and menu building software/files including food cost/profit ratio. | 05/17/23 |
| Food Inventory | Provide current inventory and Provide Par level sheets and reorder guides for kitchen operations. | 05/17/23 |
| Bar menu book/files | Provide drink menu files and recipes including cost/profit ratio. | 05/17/23 |
| Bar/Beverage Inventory | Provide current inventory and provide Par level sheets and reorder guides for bar operations. | 05/17/23 |
| Alcohol incident logs | Provide responsible vendor training certificates and alcohol incident logs. | 05/17/23 |
| Policy and procedures files/SOP | Provide staff training guides/videos, and policies and procedures for all operations and staff. | 05/17/23 |
| Staff Checklists | Provide all check lists for operations for each division of operations. | 05/17/23 |
| Vendor list/order guides | Provide a list of food/bev and alcohol distributors. | 05/17/23 |
| Fee schedule | Provide list of all fees including catering and party rentals. | 05/17/23 |