



LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY


VII.b.

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

www.lakeworthcra.org

MEMORANDUM

TO: CRA Chair, Vice Chair and Members of the Board

FROM: Chris Dabros, Deputy Director 

DATE: June 27, 2024

SUBJECT: CRA Commercial Grants (109 S. Dixie Highway – THE DOMINICAN SPOT RESTAURANT) - Review and Determine Funding

EXPLANATION:

The CRA's *Commercial Façade* and *Interior Improvement* Grant programs are intended to assist commercial property owners with major improvements, renovations and build-out to their structures and properties. These programs are offered to new, potential and existing commercial property owners to retain or attract employers and employees to the City while also removing blighted conditions or restoring historic structures. When both programs are fully utilized, a commercial property owner in the CRA district can possibly apply for up to \$100,000 in matching funds per parcel from the CRA, depending on their qualifications (\$50,000 from each grant program).

The building located at 109 South Dixie Highway has been either vacant or significantly underutilized for many years. Most recently, this 900sq.ft., 63-year-old building was home to a beauty supply shop and salon. In 2023 the property was purchased by Ms. Victoria Ashrapova representing 109 S DIXIE HWY LLC. Early this year, Ms. Ashrapova advised the CRA that the building had been leased to an individual wishing to open a new restaurant. In May 2024, the property and future business owner submitted CRA grant applications for assistance with build-out of the restaurant and various exterior improvements (**EXHIBIT's 'A' & 'B'**).

For the restaurant to become a successful operation, the applicants have advised CRA Staff that close to \$300k will be invested into the property. Improvements to the .064 acre site and structure include, but are not limited to:

- Parking lot repairs
- New large front windows
- Electrical
- Plumbing
- HVAC
- Carpentry and flooring
- New bathrooms
- Minor landscaping
- Shell work
- Building a commercial kitchen

If awarded by the Board, the grant funds would be reimbursed to the applicant only after all work has been completed and all building permits have been closed out. In addition, a lien/declaration would be filed with the Clerk of Courts to ensure that the applicant would not be able to sell or transfer the property within two years of receiving the funds or they would risk having to repay the grant.

Providing commercial improvement programs and financial incentives for the private sector to produce employment opportunities and reactivate vacant storefronts are objectives of the CRA's Redevelopment Plan. These grant programs support the goal of encouraging the reuse of properties that no longer function at their highest potential economic use.

The use of commercial grant program funds to assist with the renovations of the building at 109 South Dixie Highway aligns with the above-mentioned goals and objectives of the Redevelopment Plan.

A representative of this project will be available to answer any questions during the CRA Board meeting.

RECOMMENDATION:

Staff recommends the Board review and award funding to assist with the proposed renovations to the parcel at 109 South Dixie Highway as follows:

- Not to exceed \$26,802.25 in reimbursable matching funds from the **Commercial Façade Grant Program**
- **and**
- Not to exceed \$50,000 in reimbursable matching funds from the **Interior Improvement Grant Program**

TOTAL: \$76,802.25 in matching funds for this project, allocated to '109 S. Dixie Hwy. LLC'

The Board does have the option to propose different funding amounts or to completely reject the grant request at its discretion.



2023-2024

RECEIVED
5-30-24

EXHIBIT 'A'

Commercial Façade Grant Program Application

PROJECT ADDRESS: 1095 DIXIE HWY, LAKE WORTH BEACH, FL.

NAME/TYPE of BUSINESS: DOMINICAN SPQ. RESTAURANT, LLC.

TYPE of GRANT: COMMERCIAL FAÇADE GRANT PROGRAM

vfa2406@aol.com

1. APPLICANT

Legal Name of Applicant: 1095 DIXIE HWY LLC - Victoria ashrapova

Mailing Address: 1095 DIXIE HWY

City/State: LAKE WORTH BEACH Zip Code: 33460

Tax Identification Number (EIN): 92-2479820 Website: _____

If applicant is a business, indicate the business type:

Corporation Partnership Other
 LLC Sole Proprietorship

2. CONTACT INFORMATION (Primary contact person for applicant):

Contact Name: JAY SABANA

Title: owner

Address: 2242 Statesbury way Wellington FL 33414

Email: JAY SABANA @ ME . COM

Primary Phone Number: 347 262-5631

3. PROJECT INFORMATION:

Project Address: 109 S. DIXIE HWY, LAKE WORTH BEACH, FL
 Tax Parcel ID Number(s): 22-2479820 38-43-44-21-15-053-0210
 Zoning of Property: MC1 DIXIE MIXED USE Building Sq. Footage 925

What is your legal interest in the building?

Will Be Purchasing Property

Property Owner

Have building permits been applied for?: Yes No (If yes, attach a copy of permit and any supporting site plans.)

Do you have site/building plans for the project? : Yes No (If yes, attach copy)

Are there any known code violations or code concerns at the site? Yes No

If yes, explain:

Provide a list of ALL Businesses operating or proposed from the project addresses. Attach a separate sheet if necessary.

Business Name	Type of Business	Sq. Footage
¹ <u>The Dominican Spot Restaurant</u>	<u>RESTAURANT</u>	<u>925</u>
2.		
3.		

In the space provide below a brief description of the proposed project. Attach photos of the existing building and property conditions and label as **EXHIBIT A**. Attach professionally produced renderings, sketches and/or plans for the proposed improvements and label as **EXHIBIT B**.

A family owned and run restaurant. Bring
dominican dishes to the community At Affordable
prices.

4. JUSTIFICATION STATEMENT:

In the space provided below (attach another sheet of paper if necessary) provide a justification statement as to why this application should be funded.

See Attachment

5. PROJECT BUDGET:

Include all expenses related to your project (whether they are eligible or ineligible expenses) and calculate the total eligible expenses and requested CRA match. Attach quotes and fee proposals for activities and services as **EXHIBIT C**.

COMMERCIAL FAÇADE GRANT PROGRAM	
Activities	Amount \$
Professional Design Services/Permitting Fees (ineligible CRA reimbursable expense)	\$
Façade Improvements (list trade type) Itemize eligible improvements with expenses:	
1. Concrete Work	\$
2. Windows Doors	\$
3. Stucco	\$
4. General Conditions	\$
5. Parking Lot	\$
6. Landscaping	\$
7.	\$
8.	\$
Total Expenses:	\$
Total Eligible Expenses:	\$ 53604.50
CRA Grant Reimbursement Amount (up to 50% of eligible expenses) Not to Exceed: \$50,000	\$ 26802.25

See Quotes Exhibit C

6. APPLICATION CHECKLIST AND REQUIRED DOCUMENTATION:

(all applications must include these EXHIBITS to be considered a complete application)

✓ (check)	Required Documentation of the Applicant
✓	EXHIBIT A: Attach two 8x10 color photos of the existing building façade, and label EXHIBIT A.
✓	EXHIBIT B: Attach drawings, professional renderings, plans or sketches of the <u>proposed</u> improvements and label EXHIBIT B.
✓	EXHIBIT C: Attach quotes (minimum 2), fee proposal and any other backup that supports the proposed budget and label EXHIBIT C.
Waiting	EXHIBIT D: Attach a zoning letter or site plan approval indicating that this project is a permitted use and label EXHIBIT D. This can be obtained from the City of Lake Worth Beach Community Sustainability Department at 561-586-1673 or pzoning@lakeworthbeachfl.gov
✓	EXHIBIT E: Attach proof of ownership by the applicant and label EXHIBIT E. Examples include a deed, contract or other legal instrument.
Lease	EXHIBIT F: Attach an updated feasibility or business plan for tenants that will be occupying the space and label EXHIBIT F.
✓	EXHIBIT G: Attach a list of all existing or proposed tenants and label EXHIBIT G.
✓	EXHIBIT H: Attach a location map of the applicant's property and label EXHIBIT H.
✓	Completed Application (all EXHIBITS provided)

7. CRITERIA:

This is a competitive grant program, not an entitlement program. The CRA may use the following criteria to rank projects:

1. Proposed improvements are of a comprehensive nature (completing more than one category of improvement).
2. Project provides a high street front impact (is highly visible from a main thoroughfare).
3. Project is of a significant scale to be a redevelopment catalyst for the area.
4. Preference given to projects that are adjacent to a recent or proposed redevelopment project (adjacent property owners are encouraged to apply simultaneously).
5. Preference given to the renovation or major rehabilitation of a historic property.
6. Level of property owner matched funds leveraged against CRA grant funds is significant.
7. Preference given to projects that will cause the occupancy of a presently vacant building or site.
8. Preference given to projects located within one of the CRA targeted areas (Dixie Highway, west of Dixie on Lake or Lucerne, or within the Gateways).
9. Preference is given if the project results in the assemblage of more than one property.
10. Successful applicants should provide an updated feasibility and/or business plan.
11. Applicant should identify how many new jobs created.
12. Preference given to projects that are of an encouraged use within the CRA target areas (i.e. retail/restaurants in the Downtown & Dixie corridors; professional office in the Gateways).
13. Consistency with the CRA Redevelopment Plan is required (concepts and goals and objectives).
14. Properties not funded through previous CRA grant programs within the past 2 years will be given preference.
15. Incomplete applications submitted to the CRA for review will be disqualified.
16. Applicants must include a location map of the property (EXHIBIT H).
17. A letter or site plan approval from the City of Lake Worth Beach Community Sustainability Department, which confirms that the proposed use is conforming, the improvements are permitted per Lake Worth Beach Code of Ordinances and that the proposed project meets major Thoroughfare Design Guidelines is required (EXHIBIT D).
18. Applicants may be asked to amend their plans as a condition of funding.
19. Grantees will be required to show invoices, receipts, or bills as proof of project costs.
20. Applicants must provide a professionally created color rendering or drawings of the proposed exhibit improvements.
21. **Grantee must maintain ownership of the property for a minimum of 2 years or the applicant will be required to pay back the grant funds in full.**

8. APPLICANT SIGNATURE:

I affirm by my signature shown below that I have reviewed, understand and will comply with all of the requirements of the Lake Worth Beach CRA Commercial Façade Grant Program. In addition, I affirm that I have provided a fully complete application with all of the required exhibits, and that failure to provide the information required is grounds for rejection of my application. The CRA reserves the right to negotiate revised Grant amount prices with the applicant and/or reject certain aspects of the application if necessary. If approved, I will enter into a grant agreement with the CRA, and will comply with all of the requirements contained therein.

APPLICANT:

Victoria Ashrapova
Signature

Victoria Ashrapova
Print Name

ATTEST:

Chris Dabros
Witness

Chris Dabros
Print Name

Return a hard copy of this document and all required EXHIBITS to:
Lake Worth Beach CRA
Attn.: Chris Dabros
1121 Lucerne Avenue
Lake Worth Beach, FL 33460
email: cdabros@lakeworthbeachfl.gov

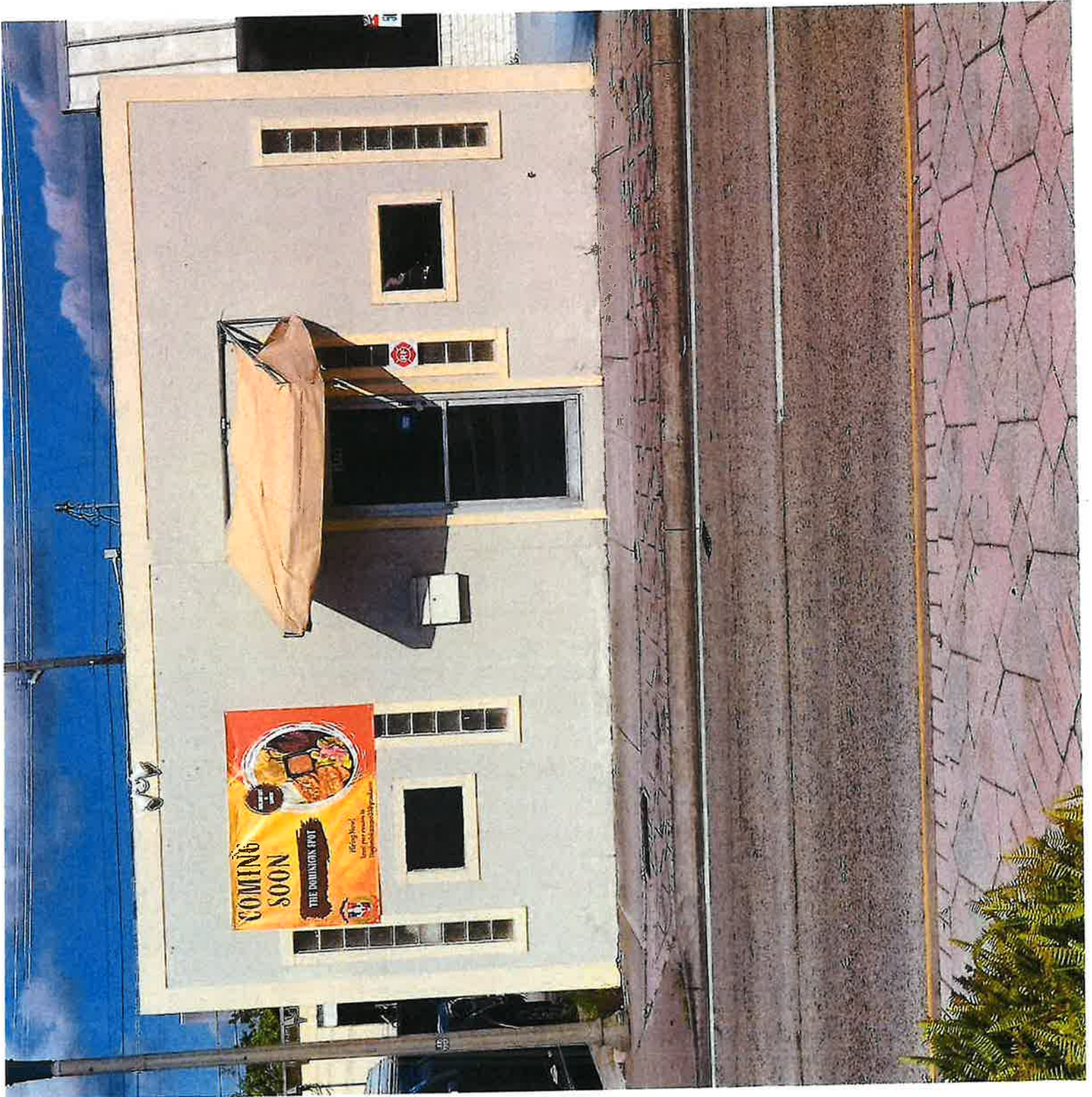
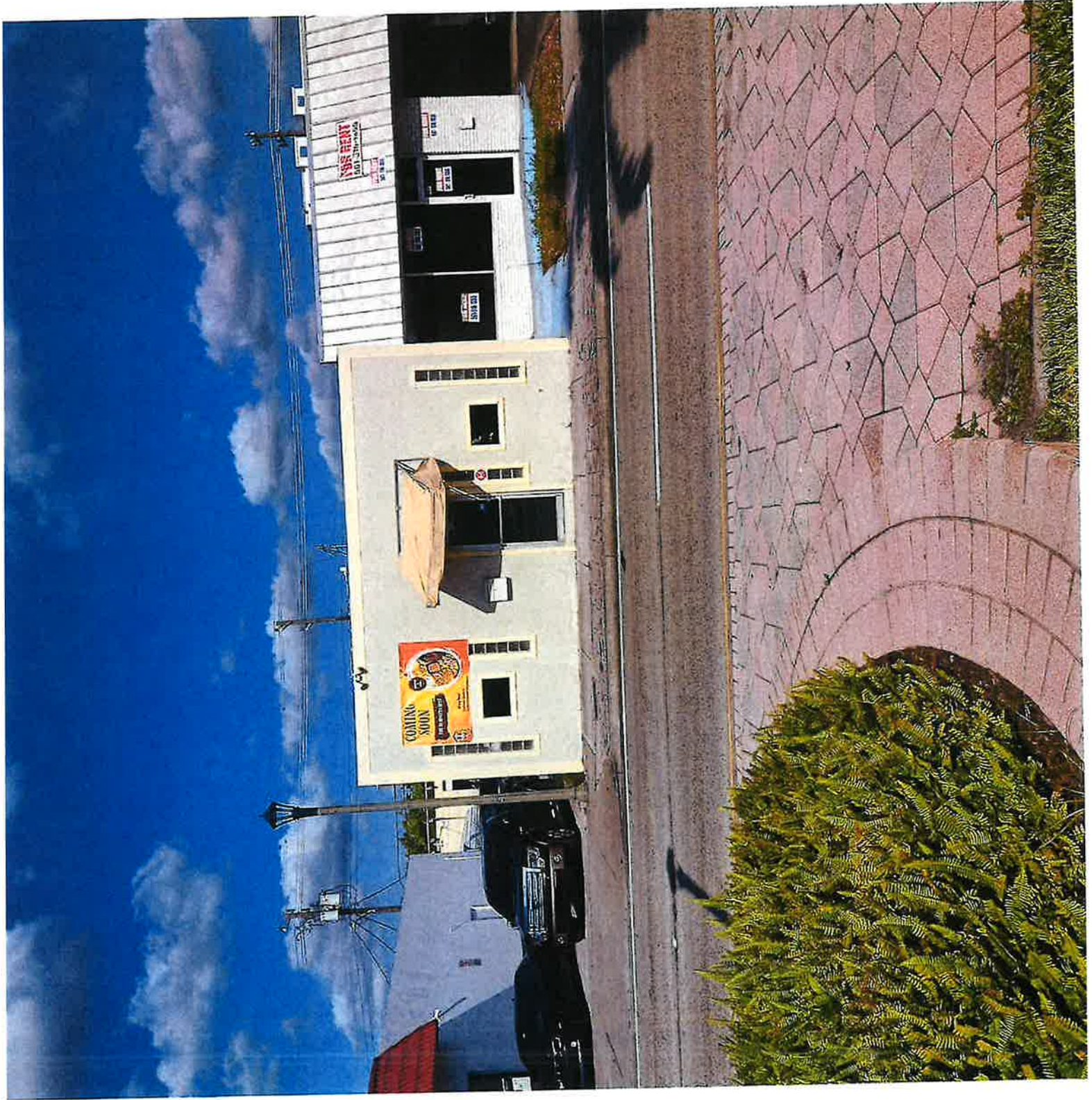


Exhibit A





Warm regards,
Jay Sabala

BACK

If better is possible, then good is not enough

Exhibit A

Mail body Print 2



Warm regards,
Jay Sabala

BACK-SIDE

If better is possible, then good is not enough



Warm regards,
Jay Sabala

FRONT

If better is possible, then good is not enough

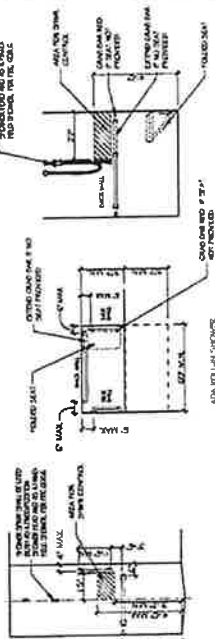
ADA SHOWERS:

TRANSFER SPACE COMPLIANT 5'2" AND CLEARANCE. SEE FIG. 208.2.1.1. DIMENSIONS ARE MEASURED FROM FINISH MATING.



ADA TOILET SEATING:

TOILET SEATING IS USED TO PROVIDE SEATING FOR PERSONS WITH MOBILITY LIMITATIONS. IT IS TO BE PROVIDED FOR THE TOILET.

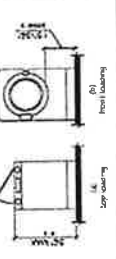


NOT USED

NOT TO SCALE

LAUNDRY COMPARTMENT OPENING:

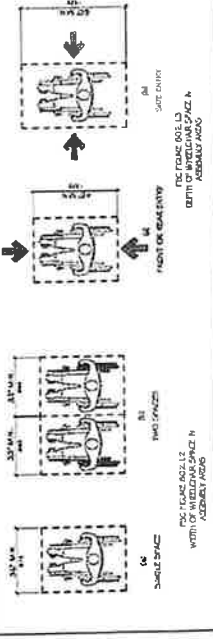
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NOT USED

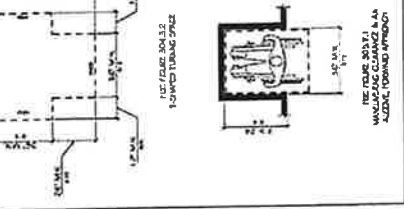
WHEELCHAIR SPACES, COMPANION SEATS, AND DESIGNATED AISLE SEATS:

WHEELCHAIR SPACES (COMPLIANT WITH) SHALL BE PROVIDED IN ACCORDANCE WITH 208.2.1.1.1 FOR NUMBER OF SEATED WHEELCHAIR.



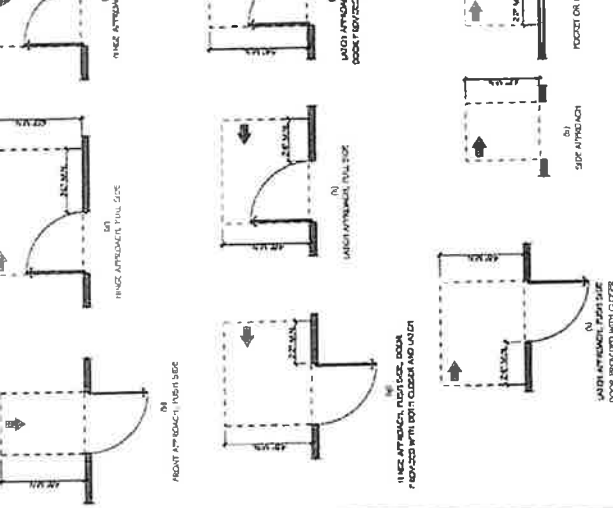
TURNING SPACES:

NOT TO SCALE

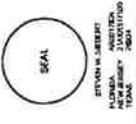


ADDITIONAL MANEUVERING CLEARANCES:

NOT TO SCALE



STEVE SIBBERT ARCHITECTURE
100 GARDENWAY, SUITE 100
LAKE WORTH, FL 33464
TEL: 561.224.3333
WWW.SIBBERTARCHITECTURE.COM



JAY RESTAURANT
NEW RESTAURANT FOR:
109 S. DIXIE
LAKE WORTH, FL

BIDDING ONLY

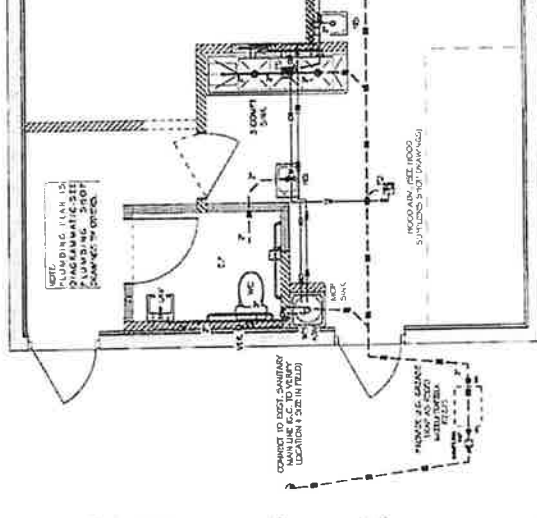
THIS DRAWING SHALL BE USED FOR BIDDING PURPOSES ONLY. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND CONDITIONS OF THE PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE ARCHITECT AND CONTRACTOR. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE ARCHITECT AND CONTRACTOR.

PROJECT NO.: 24-001
DATE: 5/20/24
DRAWN BY: BT
CHECKED BY: S.S.
REVISED:

ACCESSIBILITY REQUIREMENT A0.2

SEE SHEET A0.1 FOR ADDITIONAL MANEUVERING CLEARANCES

1. PLUMBING FIXTURE SHALL BE INSTALLED WITH THE ROOM FINISHES AND EXHAUSTION FANS AND EXHAUSTION FAN (S) LOCATED OUTSIDE OF THE BUILDING.
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PLUMBING PLAN
SCALE: 3/8" = 1'-0"

STEVE SIEBERT ARCHITECTURE
115 S. BAYVIEW AVENUE, SUITE 115
MIAMI, FL 33131
TEL: 305.375.7350
WWW.STEVESIEBERTARCH.COM



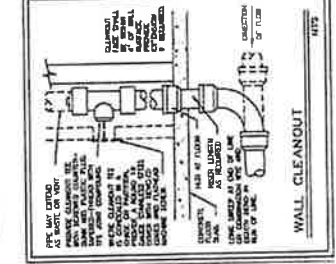
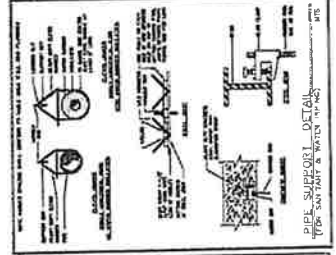
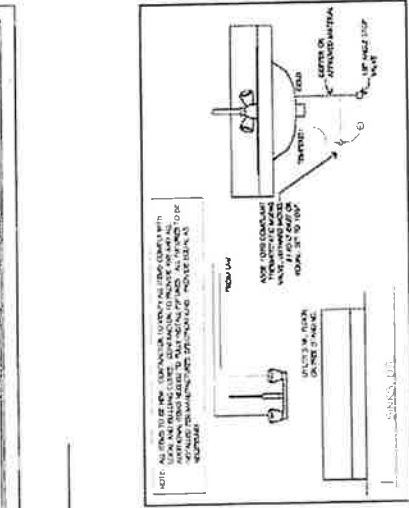
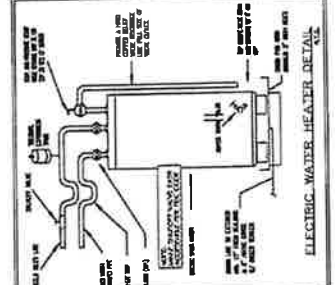
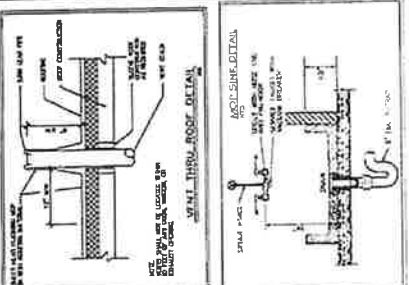
JAY RESTAURANT
109 S. DIXIE
LAKE WORTH BCH, FL
NEW RESTAURANT FOR:

BIDDING ONLY

THE SUPPLIER SHALL FURNISH ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THIS PROJECT. THE SUPPLIER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE WORTH BEACH AND THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION (DBPR). THE SUPPLIER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE WORTH BEACH AND THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION (DBPR).

PROJECT NO. 24-593
DATE: 4/22/24
DRAWN BY: BT
CHECKED BY: J.K.
REVISIONS:

PLUMBING PLAN
P1.1





STEVE SIEBERT ARCHITECTURE
 115 GAITHER RD, SUITE 150
 DOWNSBORO, GA 30130
 PHONE: 770.427.7800
 WWW.SIEBERTARCH.COM

JAY RESTAURANT

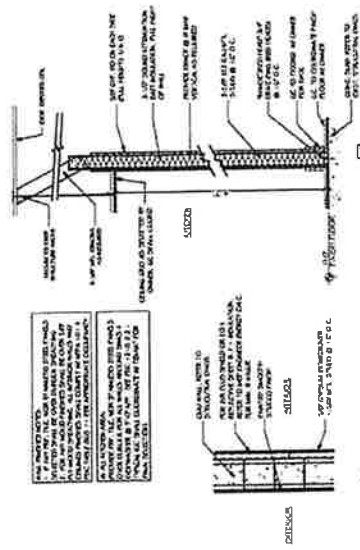
NEW RESTAURANT FOR:
 109 S. DIXIE
 LAKE WORTH BCH., FL.

BIDDING ONLY

THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE BIDDING DOCUMENTS. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND MAKE NECESSARY ADJUSTMENTS TO THE BIDDING DOCUMENTS TO REFLECT THE ACTUAL CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PROJECT NO. 24-003
 DATE: 11-22-24
 DRAWING: 01
 CHECKED BY: J.S.
 REVISIONS:

FIRST FLOOR PLAN
A1.1

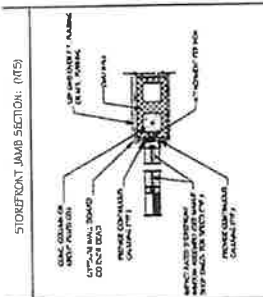
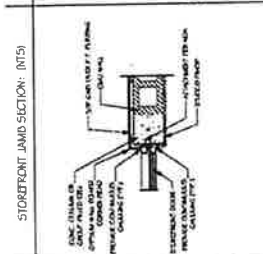
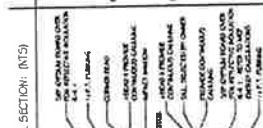
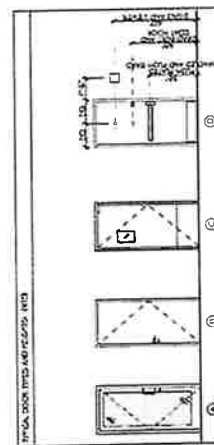
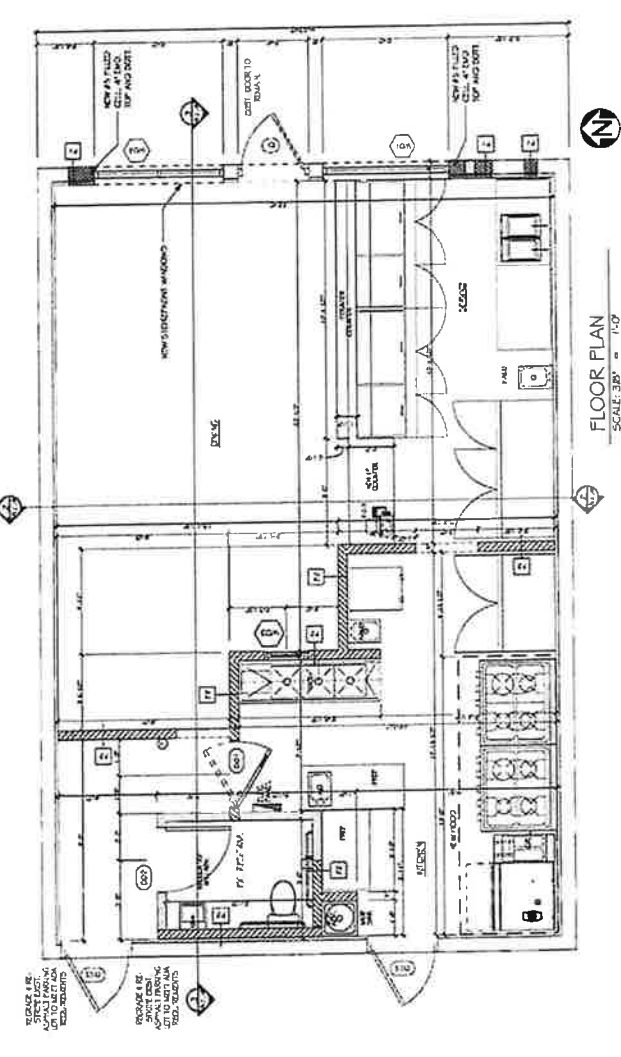


DOOR SCHEDULE

NO.	TYPE	FINISH	GLASS	OPERATION	SWITCH	HANDLE	LOCK	REMARKS
001	SWING	609	1/2"	SLIPSTREAM	1/2"	ALUM.	ALUM.	STANDARD
002	SLIDING	609	1/2"	SLIPSTREAM	1/2"	ALUM.	ALUM.	STANDARD
003	SWING	609	1/2"	SLIPSTREAM	1/2"	ALUM.	ALUM.	STANDARD

WINDOW SCHEDULE

NO.	TYPE	FINISH	GLASS	OPERATION	SWITCH	HANDLE	LOCK	REMARKS
001	SWING	609	1/2"	SLIPSTREAM	1/2"	ALUM.	ALUM.	STANDARD
002	SLIDING	609	1/2"	SLIPSTREAM	1/2"	ALUM.	ALUM.	STANDARD
003	SWING	609	1/2"	SLIPSTREAM	1/2"	ALUM.	ALUM.	STANDARD





**STEVE SIEBERT
ARCHITECTURE**
110 GUTHRIE BLVD, SUIT 100
DUNEDIN, FL 32127
PH: 407.255.1100
www.stevesiebert.com

SEAL

BY: DATE:

FOR:

JAY RESTAURANT

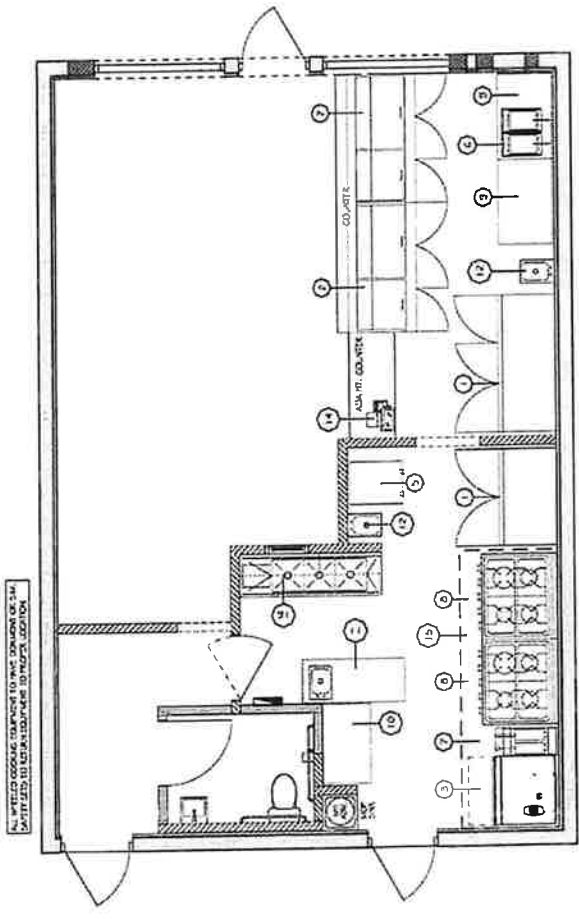
NEW RESTAURANT FOR:
109 S. DIXIE
LAKE WORTH BCH, FL

BIDDING ONLY

THIS SPECIFICATION SHALL BE USED IN CONJUNCTION WITH THE PROJECT'S CONTRACT DOCUMENTS. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THE DRAWINGS AND SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO THE SITE.

PROJECT NO.: 24-002
DATE: 5/22/24
DRAWN BY: SJK
CHECKED BY: SJK
REVISIONS:

EQUIPMENT PLAN
A1.2



ALL MATERIALS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT AND SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.

NO.	QTY	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	TOTAL PRICE	MARKET	DATE	REVISIONS	NOTES
1	1	Refrigerator	GE	JFR18S	1,200.00	1,200.00	18"	1/24	1	Refrigerator for prep area
2	1	Freezer	GE	JFZ18S	1,200.00	1,200.00	18"	1/24	1	Freezer for prep area
3	1	Range Hood	GE	JRH18S	1,200.00	1,200.00	18"	1/24	1	Range hood for cooking area
4	1	Range	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Range for cooking area
5	1	Sink	GE	JRS18S	1,200.00	1,200.00	18"	1/24	1	Sink for prep area
6	1	Stove	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Stove for cooking area
7	1	Refrigerator	GE	JFR18S	1,200.00	1,200.00	18"	1/24	1	Refrigerator for prep area
8	1	Freezer	GE	JFZ18S	1,200.00	1,200.00	18"	1/24	1	Freezer for prep area
9	1	Range Hood	GE	JRH18S	1,200.00	1,200.00	18"	1/24	1	Range hood for cooking area
10	1	Range	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Range for cooking area
11	1	Sink	GE	JRS18S	1,200.00	1,200.00	18"	1/24	1	Sink for prep area
12	1	Stove	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Stove for cooking area
13	1	Refrigerator	GE	JFR18S	1,200.00	1,200.00	18"	1/24	1	Refrigerator for prep area
14	1	Freezer	GE	JFZ18S	1,200.00	1,200.00	18"	1/24	1	Freezer for prep area
15	1	Range Hood	GE	JRH18S	1,200.00	1,200.00	18"	1/24	1	Range hood for cooking area
16	1	Range	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Range for cooking area
17	1	Sink	GE	JRS18S	1,200.00	1,200.00	18"	1/24	1	Sink for prep area
18	1	Stove	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Stove for cooking area
19	1	Refrigerator	GE	JFR18S	1,200.00	1,200.00	18"	1/24	1	Refrigerator for prep area
20	1	Freezer	GE	JFZ18S	1,200.00	1,200.00	18"	1/24	1	Freezer for prep area
21	1	Range Hood	GE	JRH18S	1,200.00	1,200.00	18"	1/24	1	Range hood for cooking area
22	1	Range	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Range for cooking area
23	1	Sink	GE	JRS18S	1,200.00	1,200.00	18"	1/24	1	Sink for prep area
24	1	Stove	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Stove for cooking area
25	1	Refrigerator	GE	JFR18S	1,200.00	1,200.00	18"	1/24	1	Refrigerator for prep area
26	1	Freezer	GE	JFZ18S	1,200.00	1,200.00	18"	1/24	1	Freezer for prep area
27	1	Range Hood	GE	JRH18S	1,200.00	1,200.00	18"	1/24	1	Range hood for cooking area
28	1	Range	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Range for cooking area
29	1	Sink	GE	JRS18S	1,200.00	1,200.00	18"	1/24	1	Sink for prep area
30	1	Stove	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Stove for cooking area
31	1	Refrigerator	GE	JFR18S	1,200.00	1,200.00	18"	1/24	1	Refrigerator for prep area
32	1	Freezer	GE	JFZ18S	1,200.00	1,200.00	18"	1/24	1	Freezer for prep area
33	1	Range Hood	GE	JRH18S	1,200.00	1,200.00	18"	1/24	1	Range hood for cooking area
34	1	Range	GE	JR18S	1,200.00	1,200.00	18"	1/24	1	Range for cooking area



Weston Construction
John Weston
Business Number CGC-1527071 9773
Nw 41st Street
Sunrise, Fl 33351
954 263 6949
john@jpwestonconstruction.com

Estimate 189
Date May 22, 2024
Estimate Total \$368,725.00

**Bid for Exterior work and Interior Remodel work for
Jay's Restaurant 109 S Dixie Lake Worth Beach, FL based off plans dated 4/22/24**

Exterior Work

- Concrete Work - Cut openings for windows as per plan and secure openings with plywood. Provide and install rebar, form and pour concrete after inspection.
- Windows and Doors - Provide and install - (2))SIZE 72" X 86 1/2" and (1) fixed window and (2) new exterior push bar release doors. Includes waterproofing and bucking.
- Stucco Repair - Repair of stucco to entire front of building where new windows are being installed. Prime and paint entire exterior building once stucco is complete.
- General Conditions, Labor, and Supervision - Includes supervision, labor to cart debris, scaffolding equipment, dump fees and all other labor and materials required to complete the project as shown on the plans.
- Parking Lot- Regrade Parking, seal coat and re-stripe parking spaces as required on plans.
- Landscaping - Provide planter boxes and appropriate landscaping as required by the City.
- Profit and overhead - Standard 20% profit and overhead.

Exterior Subtotal \$ 75,975.00

Interior Work

- Demolition - Remove all items and debris as indicated on plans and needed access.
- Concrete Work - Cut Concrete for sanitary lines and new grease trap. Pin trenches, termite treat, visqueen vapor barrier (6mil) and infill trenches with concrete.
- Electric - Materials and labor needed to complete work as per plans and code
 - All wiring to be sized per code requirements
 - New 200a interior panel.
 - Existing conduit, wire, meter, disconnect assumed existing to code and to be reused
 - All devices to be white in color with decora receptacles and motion switches per plans
 - GFI protection for exterior, kitchen, and bathroom receptacles as well as other locations as required by local current code
 - Dedicated circuits as indicated on plans for electric appliances including: · Ice maker · Oven · Hood power · (2) Fridge · (2) Fridge case · Panini press · POS system · Signage outlets per plans
 - New mini split wiring -New AHU and AC
 - New 60a tankless water heater
 - Time clock for lighting circuits per plans
 - All recessed to be 6" or 4" 120v LED white
 - Wiring and install fixtures if on site at time of trim including pendants, exit, emergency, and exit/emergency combo lights allowance of 30 mins per fixture. Labor intensive fixtures requiring



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Estimate Total \$368,725.00

assembly, more than one man, or lift/scaffolding not included to be T&M. Coastal Electric to install keyless as needed per code for inspection in other areas.
-Supplying of exit, emergency, and exit/emergency combo fixtures
-Demo allowance 2 men 2 days
- Mechanical - Provide and install new 10 ton Carrier package unit on roof with 9 drops as per duct plan attached to energy calcs. Provide and install new mini split as per plan.

-Plumbing - Buckeye Plumbing

- 1) Furnish and install new PVC Schedule 40 Solid core piping for Sanitary System
- 2) Furnish and install new Copper Type "L" Hot and Cold Water System with Recirculation System
- 3) Hot Water Recirculation System Insulated
- 4) Provide and install Grease Trap (Removal from site of excess dirt or asphalt, is to be removed by others)
- 5) All sanitary system, hot & cold water system and appliance hook-up is to be completed per plans dated 02/22/2024

ADA Bath (Supplied by Buckeye Plumbing)

1-Gerber MX28-990-97 White H/C Toilet and Bemis 1055 Seat with hookup

1 Gerber 12-654 White Wall Hung Sink with Moen 8413F05 Chrome Lavatory

Faucet with hookup

Kitchen Area (All Commercial Kitchen Sinks. Faucets and Appliances Supplied by Others)

1----3 compartment commercial sink hookup

3-----Hand sink hookups

1-----Mustee 63M Mop Sink with Krowne 16-280 Chrome Faucet and 65. 700 Hose and Bracket

(Supplied by Buckeye Plumbing)

1-----Ice maker hookups Grease trap

1-----Trapzilla 525 Grease Trap with TZSP-40-ECA sampling port w/29" extension and FTCA Welded Cover (excess dirt and asphalt to be removed from site completed by others) (Provided by Buckeye Plumbing) Water Heater

1-----Rheem RELDS40TB683959 40 Gallon Lowboy Water Heater with Recirculation Pump

(Provided by Buckeye Plumbing) Floor Sinks

2-Sioux Chief 861-3P Floor Sink with Stainless Steel Baskets (Provided by Buckeye Plumbing)

Floor Drains

2---Sioux Chief 831-36P Floor Drains (Provided by Buckeye Plumbing) Note: Will have to run new 1" water service to water meter

Note: Sewer Line may have to be lowered due to the Grease trap. This means a new sewer line to the Street Sewer Tap

-Appliances - All kitchen equipment cost as per Delray Food services Invoice 47969

-Framing - Provide and install all framing as per plan.

-Drywall - 5/8 Drywall on perimeter and all new framed walls. Existing ceilings where plumbers and electricians needed access will be patches and finished.

-Insulation - Provide and install foil insulation on all exterior walls and mineral wool batt insulation on interior walls for sound control.

-Interior Doors - Provide and install interior doors and hardware as indicated on plans.



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- Moldings - Provide and Install builder grade
 - 3.5" casing on all interior doors and interior windows
 - 5.25" base molding throughout.
 - Shiplap boarding in areas indicated on plan.
- Paint - Paint all ceilings, walls, moldings, and doors.
- Tile - Supply and install builder grade tile on bathroom floor, 6" base on bathroom walls and all general space.
- General Conditions - Supply labor and materials needed for
 - Debris removal throughout project
 - Accessories for bathrooms
 - Supervision
 - General construction clean ups throughout project
- Profit and overhead - Standard 20% profit and overhead

Interior Subtotal \$ 292,750.00

This proposal does not include any additional surveys, or testing documents needed by the City/County for permits.

Plans for permitting to be supplied by owner.

Permit fees are not included and will be billed at cost.

Materials supplied unless otherwise specified will be standard builder grade. If different materials are requested, additional cost may apply.

Additional finish materials not listed will need to be supplied and cost for installation will be added as appropriate.



2885 S Congress Ave Suite D • Delray Beach, FL 33445 • Phone: 954-864-1474 • Fax: 561-241-9748

Jay Sabala
Job Address:
109 S Dixie Hwy
Lake Worth, FL

Print Date: 5-28-2024

Proposal for Restaurant Remodel

Exterior

Items	Description	Qty/Unit	Unit Price	Price
Exterior Concrete Cutting	Cut all openings for windows as per plan and layout. Includes securing openings with plywood for safety and security until windows are installed.	1	\$1,500.00	\$1,500.00
Exterior concrete work	Provide and install rebar as code required on sides, top and bottom of all new openings. Form and pour concrete after inspection in preparation for window installs. modify 2 openings.	1	\$2,400.00	\$2,400.00
Exterior windows and doors	Provide and install ES-8000 - 2 SIZE 72" X 86 1/2" and 1 fixed window. Includes waterproofing and bucking. Provide and install 2 new exterior doors with push bar release.	1	\$11,054.51	\$11,054.51
Exterior planters	Provide and install planters and landscaping - Allowance until finalized.	1	\$15,000.00	\$15,000.00
Exterior scaffolding	Provide scaffolding for exterior work on windows and stucco for duration of project	1	\$1,500.00	\$1,500.00
Exterior Stucco Repair	Repair of stucco on entire front of building due to new window install Includes all materials and labor.	1	\$2,100.00	\$2,100.00
Exterior paint	Prime and Paint exterior of building	1	\$3,600.00	\$3,600.00
Exterior dump fees	Fees to dispose of all block and debris from opening window openings.	1	\$850.00	\$850.00
Exterior General Labor	Labor to cart all debris and infill and clean up around new grease trap. Compact the infill and repair do asphalt patch.	1	\$3,600.00	\$3,600.00
Exterior parking	Regrade Parking as required by plans, Sealcoat parking lot and restripe parking spaces. Budget allowance until final grease trap work is done and final bid can be created.	1	\$12,000.00	\$12,000.00
Exterior contractor fees	Standard profit and overhead 20%	0.2	✓ \$53,604.50	\$10,720.90
Exterior subtotal	64325.41	1	\$0.00	\$0.00

Interior

Items	Description	Qty/Unit	Unit Price	Price
Interior Demolition	Interior removal of all items listed on demolition plan. Cart all debris.	1	\$4,800.00	\$4,800.00
Interior plumbing	Buckeye Plumbing 1) Furnish and install new PVC Schedule 40 Solid core piping for Sanitary System 2) Furnish and install new Copper Type "L" Hot and Cold Water System with Recirculation System 3) Hot Water Recirculation System Insulated 4) Provide and install Grease Trap (Removal from site of excess dirt or asphalt, is to be removed by others) 5) All sanitary system, hot & cold water system and appliance hook-up is to be completed per plans dated 02/22/2024 ADA Bath (Supplied by Buckeye Plumbing) 1-Gerber MX28-990-97 White H/C Toilet and Bemis 1055 Seat with	1	\$51,455.00	\$51,455.00

hookup
 1 Gerber 12-654 White Wall Hung Sink with Moen 8413F05 Chrome Lavatory Faucet with hookup
 Kitchen Area (All Commercial Kitchen Sinks. Faucets and Appliances Supplied by Others)
 1----3 compartment commercial sink hookup
 3-----Hand sink hookups
 1-----Mustee 63M Mop Sink with Krowne 16-280 Chrome Faucet and 65. 700 Hose and Bracket (Supplied by Buckeye Plumbing)
 1-----Ice maker hookups
 Grease trap
 1-----Trapzilla 525 Grease Trap with TZSP-40-ECA sampling port w/29" extension and FTCA Welded Cover (excess dirt and asphalt to be removed from site completed by others) (Provided by Buckeye Plumbing)
 Water Heater
 1-----Rheem RELDS40TB683959 40 Gallon Lowboy Water Heater with Recirculation Pump (Provided by Buckeye Plumbing)
 Floor Sinks
 2-Sioux Chief 861-3P Floor Sink with Stainless Steel Baskets (Provided by Buckeye Plumbing)
 Floor Drains
 2----Sioux Chief 831-36P Floor Drains (Provided by Buckeye Plumbing)
 Note: Will have to run new 1" water service to water meter
 Note: Sewer Line may have to be lowered due to the Grease trap. This means a new sewer line to the Street Sewer Tap

Interior Concrete Cutting	Provide labor and materials to cut concrete for sanitary lines and grease trap. Includes carting material.	1	\$2,600.00	\$2,600.00
Interior concrete work	Provide materials and labor to pin trenches with 5/8 rebar pins and and pour back concrete to infill trenches. Includes termite treatment as required by code and 6 mil visqueen vapor barrier.	1	\$5,200.00	\$5,200.00
Interior Kitchen	All kitchen equipment cost as per Delray Food services Invoice 47969	1	\$26,004.54	\$26,004.54
Interior electric and lighting	Coastal Electric FL, LLC Estimate Includes: --Materials and labor needed to complete work as per plans and code unless excluded from below -All wiring to be sized per code requirements -Proposal based on plans dated 4.22.24 -New 200a interior panel. Existing conduit, wire, meter, disconnect assumed existing to code and to be reused -All devices to be white in color with decora receptacles and motion switches per plans -GFI protection for exterior, kitchen, and bathroom receptacles as well as other locations as required by local current code -Dedicated circuits as indicated on plans for electric appliances including: • Ice maker • Oven • Hood power • (2) Fridge • (2) Fridge case • Panini press • POS system -Signage outlets per plans -New mini split wiring -New AHU and AC -New 60a tankless water heater -Time clock for lighting circuits per plans -All recessed to be 6" or 4" 120v LED white -Wiring and install fixtures if on site at time of trim including pendants, exit, emergency, and exit/emergency combo lights allowance of 30 mins per fixture. Labor intensive fixtures requiring assembly, more than one man, or lift/scaffolding not included to be T&M. Coastal Electric to install keyless as needed per code for inspection in other areas. -Supplying of exit, emergency, and exit/emergency combo fixtures -Demo allowance 2 men 2 days	1	\$22,585.00	\$22,585.00
	Provide and install new 10 ton Carrier package unit on roof with 9	1	\$27,000.00	\$27,000.00

Interior mechanical	drops as per duct plan attached to energy calcs. Provide and install new minisplit as per plan				
Interior framing and drywall	Provide and install all framing as per plan. Provide and install 5/8 Drywall on perimeter and all new framed walls. Patch and finish all existing ceilings where plumbers and electricians needed access. Includes all blocking and all wood members for door openings.	1	\$21,015.00	\$21,015.00	
Interior insulation	Provide and install foil insulation on all exterior walls and mineral wool batt insulation on interior walls for sound control.	1	\$3,000.00	\$3,000.00	
Interior Base Molding	Provide and install 5.25" base molding throughout.	1	\$1,800.00	\$1,800.00	
Interior casing molding	Provide and Install 3.5" casing on all interior doors and interior windows.	1	\$825.00	\$825.00	
Interior paint	Provide labor and materials to paint all ceiling walls trims doors.	1	\$5,000.00	\$5,000.00	
Interior interior door	Provide and install all interior doors as per plans. Includes hardware. Allowance until final style and hardware selected	3	\$1,100.00	\$3,300.00	
Interior wainscotting and crown	Provide and install shiplap boarding in areas indicated on plan.	1	\$4,200.00	\$4,200.00	
Interior tile	Provide and install tile on bathroom floor, 6" base on bathroom wall and all of the general space. Allowance for material is 5\$ sq ft.	1	\$13,025.00	\$13,025.00	
Interior dumpster	Allowance for dumpster throughout project - Allowance, actual to be billed as incurred.	3	\$1,200.00	\$3,600.00	
Interior accessories	Provide and install all toilet accessories as listed on plan.	1	\$2,200.00	\$2,200.00	
Interior General Labor	General Labor for material handling and construction cleanup during entire project	1	\$5,000.00	\$5,000.00	
Interior contractor fees	Standard Profit and Overhead 20%	0.2	\$202,609.55	\$40,521.91	
Interior subtotal	243131.45	0	\$0.00	\$0.00	

Total Cost: \$307,456.86

Total Price: \$307,456.86

- Only work listed above is part of this estimate. Any additional work needed due to unforeseen circumstances, required by the City or code, or requested by the owner will be treated as a change order and cost will be written up for approval.
- Proposal does not include permit/revision fees
- Proposal does not include any survey, MOT, safety requirements, or any specific testing. If required, proposals will be given for those specific costs.
- Allowances have been given for Planters and Landscaping, Interior Door & Hardware, tile and Dumpster/Dump Fees. Once final selections are made, cost will be adjusted accordingly.

Exclusions:

Note: Will have to run new 1" water service to water meter

Note: Sewer Line may have to be lowered due to the Grease trap. This means a new sewer line to the Street Sewer Tap

Note: There was no information on the plans regarding the booths, counter tops, decorative light fixtures for the restaurant. These items are not included in this proposal.

- If this proposal is accepted, please sign for approval.

CFN 20230084336
OR BK 34176 PG 1352
RECORDED 3/14/2023 1:07 PM
AMT: \$275,000.00
DEED DOC \$1,925.00
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1352 - 1353; (2pgs)

This Instrument Prepared By:
Amy Fuchs
Paralegal
Capital Abstract & Title
10055 Yamato Road
Boca Raton, FL 33498

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 7 day of March, 2023 between **Bling Properties, LLC**, a Florida limited liability company whose post office address is **220 Treasure Harbor Drive, Islamorada, FL 33036**, grantor, and **109 S Dixie Hwy LLC, a Florida Limited Liability Company** whose post office address is **6023 Le Lac Road, Boca Raton, FL 33496**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

Lot 21, Less the East 23 feet thereof for State Road 805 Right-of-Way, Block 53, TOWNSITE OF LUCERNE, according to the map or plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-21-15-053-0210

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Melody Gallo
[Signature]
Witness Name: Esperanza P. Gallo

Bling Properties, LLC, a Florida Limited Liability Company
By: [Signature]
Steven G. Jones, its Manager

State of Florida
County of Palm Beach MA
MOORE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of March, 2023 by Steven G. Jones, its Manager of Bling Properties, LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Melody Gallo
My Commission Expires: 6/25/2026



Statement of Purpose (SOP) The Dominican Spot Restaurant, LLC

As an entrepreneur deeply passionate about Dominican cuisine and culture, I am thrilled to introduce a fast casual restaurant that celebrates the vibrant flavors and culinary heritage of the Dominican Republic. The Dominican Spot Restaurant will serve as a cultural hub where guests can immerse themselves in the rich traditions and hospitality of the Dominican people while savoring authentic dishes that pay homage to the island's diverse culinary landscape.

Vision and Mission: Our vision is to become the premier destination for Dominican cuisine in our community, offering a menu that showcases the bold flavors, vibrant colors, and unique ingredients that define Dominican cooking. We aim to create a welcoming and inclusive atmosphere where guests of all backgrounds can come together to enjoy delicious food, lively music, and warm hospitality. Our mission is to uphold the highest standards of culinary excellence, using fresh, locally sourced ingredients and time-honored recipes to create dishes that evoke the essence of Dominican cuisine. We are committed to providing exceptional service, fostering a sense of belonging and community that makes every guest feel like part of the familia.

Menu and Culinary Approach: Our menu will feature a curated selection of traditional Dominican dishes, as well as modern interpretations that reflect the evolving culinary landscape of the island. From hearty sancocho and savory mangu to flavorful empanadas and refreshing batidas, each dish will be prepared with care and attention to detail, using authentic ingredients and techniques to ensure an authentic dining experience. We will embrace the concept of "fast casual" dining, offering guests the convenience of quick service without compromising on quality or flavor. Whether guests choose to dine in, take out, or enjoy their meal on the go, they can expect dishes that are freshly prepared to order and bursting with the bold, tropical flavors of the Dominican Republic.

Customer Experience: The Dominican Spot Restaurant, customer experience will be paramount. From the moment guests walk through our doors to the moment they leave, we will strive to provide attentive and personalized service that exceeds expectations. Our friendly and knowledgeable staff will be passionate ambassadors of Dominican culture, sharing stories, offering recommendations, and ensuring that every guest feels welcomed and valued. We will create a vibrant and inviting atmosphere that captures the spirit of the Dominican Republic, with colorful decor, lively music, and warm hospitality. Whether guests are dining solo, with family, or with friends, they will find a welcoming space where they can relax, unwind, and enjoy the flavors of the island.

Community Engagement and Social Responsibility: As a responsible member of the community, we are committed to giving back and making a positive impact beyond our restaurant walls. We will actively seek opportunities to support local farmers, artisans, and producers, sourcing ingredients sustainably and ethically whenever possible. Additionally, we will partner with local organizations and charities to give back to those in need and support initiatives that align with our values and mission.

In conclusion, The Dominican Spot Restaurant will be more than just a place to grab a quick meal—it will be a culinary destination that celebrates the rich traditions, flavors, and hospitality of the Dominican Republic. With a dedication to authenticity, quality, and community, we are confident that our establishment will become a beloved fixture in the local dining scene, inviting guests to embark on a culinary journey that transports them to the sunny shores of the Caribbean.

Warm regards,



Jay Sabala

Cell (347) 262 5631

jsabala@me.com

If better is possible, then good is not enough

LEASE

Exhibit F

THIS LEASE ("Lease") dated APRIL, 1 2024, is made between 109 S DIXIE HWY LLC, a Florida limited liability company ("Landlord"), and THE DOMINICAN SPOT RESTAURANT LLC, a Florida limited liability company, and JOBANNA MERCEDEZ SABALIA, individually, and GILI SHALOM AHARON SCHAPIRA, individually (collectively referred hereafter as "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises described below for the Term (as hereinafter defined) and subject to the terms, covenants and conditions hereinafter set forth:

1. **DEFINITIONS.** Unless otherwise specified, the following terms shall have the meanings herein stated:

1.1 **Base Rent (Initial Term):**

<u>Year</u>	<u>Initial Term:</u>	<u>Monthly Base Rent</u>	<u>Non-Advalorem</u>	<u>Sales Tax</u>	<u>TOTAL</u>
	04/01/2024 - 04/30/2024	RENT FREE PERIOD			
1	04/01/2024 - 03/31/2025	\$3,250.00	\$40.00	\$180.95	\$3,470.95
2	04/01/2025 - 03/31/2026	\$3,500.00	\$40.00	\$194.70	\$3,734.70
3	04/01/2026 - 03/31/2027	\$3,750.00	\$40.00	\$208.45	\$3,998.45

_____ Plus applicable sales tax.
 _____ Non-Advalorem subject to change and will change with the new tax bill that is published every year in October and Tenant due every November. Your monthly Non-Advalorem tax due is certain to increase in November of each year. See Section 3.2 Initials of this Lease.
 _____ Sales Tax subject to change

1.2 **Base Year:** 2024

1.3 **Building:** The building and improvements now existing and hereafter constructed on the Property, located at 109 S DIXIE HWY, LAKE WORTH BEACH, FL. 33460, together with all other appurtenances relating thereto.

1.4 **Commencement Date** - APRIL 1, 2024; **Rent Commencement Date** - MAY 1, 2024; **Termination Date** - FEBRUARY 28, 2026.

1.5 **Deposit** First month, last month & security for a total of \$12,469.40 (Please see line 1.14 for description)

1.6 **Event of Default:** Those events described in Section 18.1 below.

1.7 **Governmental Authority:** Any federal, state, county, municipal or other governmental department, entity, authority, board, bureau, court, agency or any instrumentality of any of same.

1.8 **Governmental Requirement:** Any law, enactment, statute, code, ordinance, rule regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Premises.

1.9 **Impositions:** All impositions, taxes, assessments (special or otherwise), and all other governmental liens or charges of any kind, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefore, including all taxes attributable to the Premises or Rent imposed on the Building from time to time by any Governmental Authority (except only those taxes of the following categories: inheritance, transfer or gift taxes) imposed upon Landlord or any income taxes attributable to the Property or Rent.

1.10 **Insurance Expenses:** All costs and expenses incurred by Landlord in insuring the Property, including without limitation rental abatement, liability, liquor liability policy, general liability, flood, wind-storm and all-risk property insurance.

1.11 **Premises:** 109 S Dixie Hwy, Lake Worth, FL. 33460.

1.12 **Permitted Purpose:** RESTAURANT

1.13 **Permitted Trade Name:** THE DOMINICAN SPOT RESTAURANT LLC

1.14 Prepaid Rent and Security Deposit: At the signing of this Lease Tenant has paid Landlord \$12,469.40 which represents: (i) a Security Deposit of Five Thousand Dollars (\$5,000.00), First month's rent of Three Thousand Four Hundred Seventy Dollars and 95 Cents (\$3,470.95), and Last month's rent of Three Thousand Nine Hundred Ninety Eight Dollars and 45 Cents (\$3,998.45).

1.15 Property: 109 S Dixie Hwy, Lake Worth, FL 33460.

1.16 Real Estate Taxes: All Impositions, real estate taxes, assessments (special or otherwise), and all other governmental liens or charges of any kind, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefore, including all taxes imposed on the Property from time to time by any Governmental Authority (except only those taxes of the following categories: estate inheritance, transfer or gift taxes) imposed upon Landlord nor any income taxes attributable to the Property or Rent.

1.17 Tenant's Percentage Share: ONE HUNDRED Percent (100%) which share has been negotiated by the parties, predicated upon a number of factors, including, without limitation, location of the Premises within the Building, square feet of the Premises and Building, and Tenant's Permitted Purpose. Tenant hereby acknowledges and agrees that Tenant's Percentage Share is conclusively deemed correct for all purposes of this Lease and that it may not correspond to the square footage of the Premises.

1.18 Term: That time period between the Commencement Date and the Termination Date. Hereafter, all references to the "Term" of this Lease shall be deemed to be a reference as well to such additional periods of time, if any, for which the Term may be extended. If Landlord is unable to give Tenant possession of the Premises on the Commencement Date by reason of the holding over of any prior tenant, an abatement of Rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of such delay in obtaining possession of the Premises.

2. USE/COMPLIANCE. Tenant shall use the Premises for the Permitted Purpose, and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In addition, Tenant completed its due diligence with the all Governmental Authority and any Government Requirement, with regard to parking as it relates to its Use/Permitted Purpose and waives any claim that it may have now, or in the future against the Landlord on the issue of sufficiency of parking. The foregoing is a material consideration to Landlord in entering into this Lease. Tenant shall not do, bring, keep or permit to be done in, on or about the Premises, nor bring, keep or permit to be brought therein, anything which is prohibited by, or will, in any way conflict with any Governmental Requirement or cause a cancellation or an increase in the rate of any insurance policy covering the Premises. Tenant shall not do or permit anything to be done in, on or about the Premises for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. In the event Tenant uses the Premises for purposes not expressly permitted herein, Landlord may deem it an Event of Default and Landlord may restrain said improper use by injunction. Tenant hereby agrees and acknowledges that the Premises has been examined by it and that Tenant hereby accepts same in the "AS IS" condition, and acceptable to the Permitted Purpose, in which it now exists without any representation or warranty, express or implied by law by Landlord or its agents, and without recourse to Landlord. Tenant acknowledges that it has completed its due diligence with the applicable Governmental Authority prior to executing this Lease to ensure that Tenant will be capable of obtaining any and all required licenses and approvals for its Use and Permitted Purpose.

3. RENT.

3.1 The term "Rent" as used in this Lease, shall include the Base Rent, as adjusted from time to time, and all other items, costs and expenses identified herein as "Additional Rent", together with all other amounts payable by Tenant to Landlord under this Lease. Tenant shall pay each monthly installment of Rent (plus all sales taxes from time to time imposed by any Governmental Authority in connection with rents paid by Tenant under this Lease), in advance on the first calendar day of each month during the Term. Monthly installments for any fractional calendar month, at the beginning or end of the Term, shall be prorated based on the number of days in such month which fall during the Term. In addition to Base Rent, Tenant shall pay upon demand, as Additional Rent, Tenant's Percentage Share of the amount of any increase for Real Estate Taxes and/or insurance cost increases above those incurred during the Base Year, and shall be calculated by Landlord based upon the current year actual amounts paid by Landlord with respect to such Real Estate Taxes and/or insurance bills/ invoices. Landlord's statement on Tenant's Percentage Share owed shall be deemed binding and conclusive on Tenant and is due on demand. Tenant shall pay all Rent, without demand, deduction or set off, to Landlord as specified herein. Tenant shall be required to pay a late charge ("Late Charge") of Three Hundred Fifty Dollars (\$350.00) with each late payment of Rent not received by Landlord within five (5) business days of when due as an administrative fee. The provisions herein for such a Late Charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder nor to relieve Tenant of its obligations to pay all such items at the time or times herein stipulated or within five (5) business days of when due. Notwithstanding the imposition of such Late Charge, Tenant shall be in default under this Lease if any or all payments required to be made by Tenant are not made at the time herein stipulated, and neither demand nor collection by Landlord of any such Late Charge shall be construed as a cure for such default on the part of Tenant. In the event that a Late Charge is payable hereunder, whether or not collected, for two (2) or more consecutive monthly installments of Rent, then Rent, at Landlord's election, shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding anything in this Lease to the contrary. Tenant must pay the Rent (including Base Rent, Sales Taxes and any Additional Rent together as one payment via ACH/Direct Deposit to the Landlord as

follows: **Bank Name: SEACOAST; Account Name: 109 S DIXIE HWY LLC; Account #4387064551, or as the Landlord otherwise directs from time to time. No cash deposits.**

3.2 Non-Ad Valorem Assessment Payment by Tenant. Tenant shall pay all Non-Ad Valorem payments due on the Property each year and shall be responsible for any prorated amount in any partial year. These payments shall be due monthly. Tenant agrees to pay the amount stated above, each month, plus any increase, per Tenant's Percentage Share, per the tax invoice published by the county's tax collector for the Property. Tenant agrees to pay any increase in these charges if they do increase on every November tax bill going forward. Landlord will provide current bill every November, when available, and will notify in writing of monthly increase going forward. Payments of any shortage for increases are due within 5 business days of Landlord providing Tenant with written copy of the county's tax bill. In addition, all county increases to Non-Advalorem payments are to be due and pro-rated in monthly installments in all upcoming rent payments to Landlord.

4. PREPAID RENT; DEPOSIT. Upon signing of this Lease, Landlord will be in receipt of Tenant's First and Last Month's Rent. The Deposit shall be held as collateral security for the payment of Rent and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other terms, covenants and conditions of Tenant hereunder; the amount of the Deposit, without interest, shall be repaid to Tenant after the expiration of the Term, provided Tenant shall have made all payments and performed all terms, covenants and conditions required under this Lease. Upon any Event of Default by Tenant thereunder, all or part of the Deposit may, at Landlord's sole discretion, be applied on account of such default, and thereafter Tenant shall immediately, upon notice from Landlord, restore the resulting deficiency in the Deposit. Tenant hereby waives the benefit of any provision of law requiring the Deposit to be held in escrow or in trust, and the Deposit shall be deemed to be the property of Landlord and may be co-mingled by Landlord with its own funds. Tenant further acknowledges that the Deposit is not to be construed as prepaid Rent by Tenant for the last rental period of the Term.

5. UTILITIES. Landlord shall not be required to furnish to Tenant any facilities or services of any kind whatsoever to the Property such as, but not limited to, water, sewers, gas or electricity, all of which shall be the responsibility of Tenant, at its sole cost and expense.

6. MAINTENANCE:

6.1 Landlord's sole obligation under this Lease, at its sole cost and expense, is to maintain the roof of the Building, in good repair and condition (excluding any awnings or attachments to the Building's roof). Tenant shall also repair, at its sole cost and expense, any damage caused by any act or omission of Tenant, its agents, employees, licensees, or invitees in, on or about the Property. Tenant shall immediately give written notice to Landlord of the need for repairs required to be made by Landlord and Landlord shall proceed to make such repairs within a reasonable time thereafter. Landlord's liability under this Section shall be limited to the costs of such repairs and corrections. Landlord is not responsible for any/all damages that may occur from roof leaks. Tenant is responsible for all damages regarding these occurrences except the actual repair of the roof which is Landlord's responsibility. If tenant does/makes any alterations/repairs or installations whatsoever on the roof it voids the Landlord's responsibility completely for any current or future leaks, problems or failures regarding the roof repairs or replacement.

6.2 Tenant shall, at its sole cost and expense, maintain all other parts of the Property and Premises (other than the roof - PLEASE SEE LANDLORD'S EXCLUSIONS ABOVE IN SECTION 6.1 - of the Building which is to be maintained by Landlord pursuant to Section 6.1 above), including, but not limited to, all sprinkler systems, if any, interior walls, extermination and rodent control (i.e. roaches, mosquitoes, rats, possum, etc.), windows, outside blacktop surface, parking areas and spaces, and all entrance and delivery doors in good and sanitary order, condition and repair and in accordance with all Governmental Requirements. Tenant shall, at its sole cost and expense, keep, maintain, repair and replace all utilities, rollup doors, fixtures, mechanical, electrical, HVAC and plumbing systems and equipment located in, on or about the Property. Tenant shall not store any trash, merchandise, or materials of any kind outside the Building. All trash shall be kept in metal containers which are subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed. It is the intention of all parties to this Lease that it be a "net lease" and that Tenant shall pay, in addition to Rent, all costs and expenses related to the Property, including without limitation, all taxes, maintenance and repair expenses, except for the roof. Vehicles, including, but not limited to inoperable vehicles, recreational vehicles or vehicles without valid inspection tags, boats, or other similar equipment shall not be stored outside the Building, unless allowed by the City of Lake Worth Beach and code enforcement. It is the intent of this Lease to prohibit any outside storage of any type.

6.3 Tenant must maintain a semiannual maintenance contract with a reputable company to maintain the HVAC system and monthly pest control including but not limited to termite treatments if deemed necessary. Each report starting on January 1 of each year, Tenant must provide Landlord with complete copies of current semiannual maintenance contracts for the HVAC system and pest control at the Premises. Such proof of these current maintenance contracts shall also be due to Landlord upon demand at any time throughout the year. Failure to provide any of the listed maintenance contracts within 7 calendar days after due, or demanded, or failure to provide a contract that is current, shall result in the Landlord advancing funds and paying for such maintenance contracts to protect the property, which costs will be passed on to the Tenant at 150% of the actual charge and due as Additional Rent immediately upon demand. Tenant is responsible for any/all fire safety and business license renewal cost including invoices sent and due to Landlord.

7. INSURANCE; INDEMNITY.

7.1 Tenant shall throughout the Term, procure and maintain insurance for the Property for commercial general liability, which insurance is to be paid by the Tenant directly throughout the Term, or any extensions thereto, as follows:

INTENTIONALLY LEFT BLANK

7.1.1 non-deductible commercial general liability insurance policy with respect to liability arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, death or property damage or assumed or contractual liability under this Lease with a limit of not less than One Million Dollars (\$1,000,000.00) per person/incident, Two Million Dollars (\$2,000,000.00) arising out of any one occurrence; and worker's compensation insurance in at least the statutorily required amounts.

7.1.2 worker's compensation insurance in at least the statutory required amounts. Notwithstanding the aforementioned, the above amounts and types of insurance shall be subject to increase at any time, from time to time, if Landlord, in the exercise of its sole discretion, shall deem it necessary for adequate protection. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with.

7.2 Tenant's insurance shall be with a company acceptable to Landlord licensed to transact business in the State of Florida. Landlord and Landlord's mortgagee, if any, shall be named as additional insureds under Tenant's insurance, and such insurance shall be primary and non-contributing with any insurance carried by Landlord. If, on account of the failure of Tenant to comply with the above, Landlord is adjudged to be a coinsurer by its insurance carrier, then any loss or damage Landlord may sustain by reason thereof shall be borne by Tenant and shall be immediately paid by Tenant upon receipt of a bill thereof. Tenant's insurance policies shall contain endorsements requiring thirty (30) days notice to Landlord and Landlord's mortgagee, if any, prior to any cancellation or any reduction in amount of coverage. Tenant shall deliver to Landlord as a condition precedent to its taking occupancy of the Premises (but not to its obligation to pay Rent), a certificate or certificates evidencing such insurance acceptable to Landlord, and Tenant shall at least thirty (30) days prior to the expiration of such policies, deliver to Landlord certificates of insurance evidencing the renewal of such policies.

7.3 Tenant shall indemnify Landlord, its officers, directors and employees (collectively for the purposes of this Section the "Landlord") and harmless from and against any and all claims actions, damages, liability and expense in connection with loss of life, personal injury and or damage to property of Tenant or Tenant's agents, employees, licensees, invitees, customers or third persons arising from or out of any occurrence in, about, upon or at the Property, or the occupancy or use by Tenant of the Property or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, licensees, invitees, customers, third persons in or about the Property. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. In addition, Tenant hereby waives all claims against Landlord for personal injury or death, property damage or other loss to Tenant, its agents, employees, licensees, invitees or third persons in or about the Property from any cause, except gross negligence, arising at any time. The insurance required of Tenant shall not be construed in any manner whatsoever so as to limit Tenant's liability hereunder and Tenant's indemnification and holding harmless of Landlord shall survive the expiration or earlier termination of this Lease.

7.4 Tenant acknowledges that Landlord does not carry wind or flood insurance and any such coverage would be at the sole cost, choice, and expense of the Tenant. In the event the Tenant does obtain wind or flood insurance, then a certificate of insurance shall be provided to Landlord and Landlord shall be named as an additional insured.

8. WAIVER OF SUBROGATION. Tenant and Landlord release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the Property (whether due to the negligence of either party, their agents, employees, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds. Tenant and Landlord agree that all policies of insurance obtained by either of them in connection with the Premises shall contain appropriate waiver of subrogation clauses.

9. REPAIRS. Tenant, at its sole cost and expense, shall keep the Property at all times in a neat, clean and sanitary condition and in accordance with all Governmental Requirements, and Tenant shall, at its sole cost and expense, repair and replace all damage, by natural causes, or non-functioning parts/systems, or injury to the Property caused by Tenant or its agents, employees, invitees, licensees or others. Notwithstanding anything contained herein to the contrary, Tenant shall make no alterations, additions, repairs or improvements that require anything whatsoever to do with the interior or exterior of the roof of the Property or the Building, except with a contractor designated by Landlord, provided such contractor's charges are not materially higher than similar contractor's charges for similar work. If Tenant fails to make, maintain, repair or replace the Property as required under this Lease and such failure continues for five (5) business days after written notice from Landlord, Landlord may perform, but is not obligated to perform any such required maintenance and repairs, and the cost thereof shall be Additional Rent payable by Tenant within ten (10) days of receipt of an invoice from Landlord. Any additional rent not paid within the 10 days of receipt of invoice from Landlord, will be paid out of Tenant's Deposit. Tenant must reimburse Landlord within 10 days for any shortfalls in the Deposit that Landlord is forced to use from Tenant not adhering to the Lease obligations.

10. ALTERATIONS BY TENANT. Tenant shall not cut, drill into, disfigure, deface, or injure any part of the Property, nor obstruct or permit any obstruction, alteration, addition, or installation to the Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. All alterations, additions or installations, including but not limited to partitions, air conditioning systems (including ducts) equipment (except movable furniture and fixtures put in at the expense of Tenant and removable without defacing or injuring the Building or the Property), shall become the property of Landlord at the expiration or any earlier termination of the Term. Landlord, however, reserves the option to require Tenant, at Tenant's sole cost and expense upon notice, to remove all fixtures, alterations, additions, decorations or installations (including those not removable without defacing or injuring the Property) and to restore the Property to the same condition as when originally leased to Tenant, reasonable wear and tear excepted. This does not include any sheetrock work or flooring. All work performed shall be done in a good and workmanlike manner and with materials of the quality and appearance comparable to those currently in the Building. All alterations/construction by tenant require city approval and permits where applicable. Any alterations/construction started or completed without permit are terms for instant lease termination and lease escalation. All deposits will also be forfeited. Any garbage/refuse requirements such as not limited to dumpsters - enclosures - are the tenants responsibility.
11. LIENS. Tenant shall not suffer or permit the interest of Landlord in either the Property to be subject to any construction, mechanics' materialmen's liens or liens of any kind. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any claim or lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. Tenant shall put all such parties with whom Tenant may deal on notice of the terms of this Section. If at any time a lien or encumbrance is filed against the Property as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within ten (10) days from the date it is filed, Tenant agrees to deposit with Landlord cash in an amount equal to one hundred fifty percent (150%) of the amount of any such lien or encumbrance, to be held by Landlord (without interest to Tenant, except as may be required by law) until any such lien or encumbrance is discharged. Failure to remove a lien is a material breach of this lease for which Tenant can be evicted.
12. ASSIGNMENT; SUBLETTING; LEASE TERMINATION. The identity and financial position of the Tenant is a material consideration of Landlord entering into this Lease. Tenant shall not, directly or indirectly, assign or sublet under this Lease or any part thereof, nor permit all or any part of the Property to be used or occupied by another, without first obtaining the written consent of Landlord, which can be unreasonably withheld for any reason whatsoever, consent shall be in Landlord's sole discretion. Any mortgage, pledge or assignment of this Lease, or if Tenant is a corporation or limited liability company, any transfer of this Lease from Tenant, or through any change in the ownership of or power to vote the majority of the outstanding voting stock or membership interest (as applicable) of Tenant, shall constitute an assignment for the purposes of this Section. Any assignment or subletting made without such Landlord's consent, shall be voidable by Landlord. Any consent by Landlord, unless specifically stated therein, shall not relieve Tenant from its obligations under this Lease. To be effective, any assignment or sublease must be in writing and signed by the Landlord, Tenant and assignee/subtenant, and shall set forth the entire consideration being given and received. The acceptance of Rent from any other person shall neither be deemed to be a waiver of any of the provisions of this Lease nor be deemed to be a consent to the assignment of this Lease or subletting of the Property. If Landlord shall consent to any assignment or subletting, the assignee/subtenant shall assume all obligations of Tenant hereunder and neither Tenant nor any assignee/subtenant shall be relieved of any liability hereunder if there should be an Event of Default by assignee/subtenant in the performance of any of the terms, covenants and conditions hereof. In the event Tenant shall request the consent of Landlord to any assignment or subletting of this Lease, and in the event that Landlord consents to such requests, which it may reasonably or unreasonably withhold, Tenant shall pay, as Additional Rent, a fee for each assignment approved by Landlord of Thirty Five Thousand and 00/100 Dollars (\$35,000.00), as an assignment fee. Notwithstanding anything contained herein to the contrary, in the event that at any time during the Term, Tenant desires to assign this Lease or to sublet all or part of the Property, Tenant shall notify Landlord in writing of the terms of the proposed assignment or subletting and the area so proposed to be sublet and, Landlord shall have the option to terminate this Lease wholly in the event of a proposed assignment or sublet of the whole Property, or partially as to the portion of the Property proposed to be sublet, upon written notice to Tenant within fifteen (15) days after receipt of notice of Tenant's intention to assign or sublet. If Landlord's election to terminate involves only a portion of the Property, the Rent specified in this Lease shall be adjusted proportionately on the basis of the number of square feet retained by Tenant and this Lease shall continue in full force and effect in all other respects.
13. CASUALTY/DAMAGE AND DESTRUCTION.
- 13.1 Partial Damage. "Partial Damage" means damage or destruction to the Building to the extent that the cost of repair is less than fifty percent (50%) of the fair market value of the Building immediately prior to such damage or destruction. If at any time during the Term there is Partial Damage, Landlord may, at Landlord's option, either (i) repair such damage, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to terminate this Lease, which termination shall be effective as of the date of the occurrence of such damage.

13.2 Total Destruction. "Total Destruction" means damage or destruction to the Building to the extent that the cost of repair is fifty percent (50%) or more of the fair market value of the Building immediately prior to such damage or destruction. If at any time during the Term there is a Total Destruction, Landlord may, at Landlord's option, either (i) repair such damage within six (6) months of the date of such damage, in which event this Lease shall continue in full force and effect, or (ii) either Landlord or Tenant may terminate this Lease as of the date of such Total Destruction. Notwithstanding anything above to the contrary, Tenant shall not be entitled to terminate this Lease, at Tenant's option, if such Total Destruction is in any way caused by Tenant, its agents or employees.

13.3 Abatement of Rent. If Landlord repairs or restores the Building pursuant to the provisions of this Section, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Building is materially impaired. Except for abatement of Rent, if any, Tenant shall have no claim against Landlord as a result of any such damage. Furthermore, notwithstanding anything above to the contrary, Tenant shall not be entitled to any abatement of Rent if such damage is in any way caused by Tenant, its agents or employees.

14. CONDEMNATION. If all or any part of the Property shall be taken under power of eminent domain or like power, or sold under imminent threat thereof to any public authority or private entity having such power, this Lease shall terminate as to the part of the Property so taken or sold, effective as of the date possession is required to be delivered to such authority or entity. Rent for the remaining Term shall be reduced in the proportion that the Property is reduced by the taking. If a partial taking or sale of the Property (i) reduces the size of the Property by more than twenty percent (20%), or (ii) renders the Building commercially unviable to Landlord (in Landlord's sole discretion), Tenant in the case of (i), or Landlord in the case of (ii), may terminate this Lease by notice to the other party within thirty (30) days after the terminating party receives written notice of the portion to be taken or sold, such termination to be effective when the portion is taken or sold. All condemnation awards and similar payments shall be paid and belong to Landlord, except any amounts awarded or paid specifically for Tenant's trade fixtures and relocation costs (provided such awards do not reduce Landlord's award). Without limiting the generality of the foregoing, all leasehold interest awards shall belong to and be paid to Landlord, and Tenant shall execute any assignment or other documentation requested by Landlord to effectuate such award or payment.

15. ACCESS. Tenant shall permit Landlord to enter upon the Premises at all reasonable times for the purposes of inspecting and repairing the Property and of ascertaining compliance by Tenant with the provisions of this Lease. Landlord shall use reasonable efforts so as to minimize any inconvenience to or disruption of Tenant. Landlord may show the Premises to prospective purchasers, mortgagees, or tenants at any time. If representatives of Tenant shall not be present to open and permit entry into the Premises at any time when such entry by Landlord is necessary or permitted hereunder, Landlord, or its employees or agents may enter by means of a master key (or forcibly in the event of an emergency), without liability of Landlord to Tenant and without such entry constituting an eviction of Tenant, and without incurring liability for trespass or causing a termination of this Lease.

16. SIGNS. All other signs and symbols placed in or about doors, windows or elsewhere in or about the Premises, shall be subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld. All such permitted signs and symbols shall, at the sole cost and expense of Tenant, be maintained and repaired in first-class condition by Tenant throughout the Term. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed and any damage resulting therefrom shall be promptly repaired, or such removal and repair may be done by Landlord and the cost thereof charged to Tenant as Additional Rent hereunder. The obligation to remove and repair any such damage shall survive the expiration or termination of this Lease. Landlord has full right and authority to hang a for lease or for sale sign on building anytime.

17. TENANT'S DEFAULT.

17.1 All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute an "Event of Default" of this Lease by Tenant: (i) Tenant shall default in the payment of any monthly installment of Rent, Additional Rent, or any other charges hereunder at the time and in the amount as herein provided and if Tenant shall fail to cure said default within four (4) days after receipt of notice of such default from Landlord (provided, however, that Landlord need give such notice and Tenant shall have such times to cure not more than two (2) times in any calendar year); (ii) Tenant shall violate or fail to perform any of the other terms, covenants or conditions herein made by Tenant, and such violation or failure shall continue for a period of ten (10) days after written notice thereof to Tenant by Landlord or, if such violation or failure shall reasonably require longer than ten (10) days to cure, if Tenant shall fail to commence to cure same within ten (10) days after receipt of notice thereof and continuously prosecute the curing of the same to completion with due diligence; (iii) Tenant shall make a general assignment for the benefit of its creditors or shall file or have filed involuntarily against Tenant, a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (iv) a proceeding is filed against Tenant seeking any relief mentioned in (iii) above and said proceeding is not discharged within forty-five (45) days of the filing thereof; (v) a trustee, receiver or liquidator shall be appointed for Tenant on a substantial part of its property; (vi) Tenant shall vacate or abandon the Premises; (vii) Tenant shall mortgage, assign or otherwise encumber its leasehold interest other than as specifically permitted under

this Lease; or, (viii) Tenant shall be late a total of three (3) times in any one (1) calendar year in the payment of Rent, or any other sums or charges when due Landlord under this Lease, or shall repeatedly default in the keeping, observing or performing of any other terms, covenants or conditions herein contained to be kept, observed or performed by Tenant (provided Notice of such payment or other defaults shall have been given to Tenant, but irrespective of whether or not Tenant shall have timely cured any such payment or other defaults for which Notice was given).

17.2 Notwithstanding the above, Landlord, in its sole discretion, may, at any time after Tenant's default or violation of any term, covenant or condition contained herein, re-enter and take possession of the Premises without terminating this Lease, and remove any property contained therein. Such re-entry shall not constitute a forfeiture of any Rents to be paid and the terms, covenants and conditions to be kept and performed hereunder by Tenant for the full Term. In the event of such re-entry, Landlord shall have the right, but not the obligation, to lease or let the same or portions thereof for such periods of time and at such rentals and for such use and upon such terms, covenants and conditions as Landlord may elect in its sole discretion, applying the net rentals from such letting first to the payment of Landlord's expenses incurred in dispossessing Tenant and the cost and expense of making such improvements, alterations and repairs in the Premises as may be necessary in order to enable Landlord to relet the same, and to the payment of any brokerage commissions or other necessary expenses of Landlord in connection with such re-letting. The balance, if any, shall be applied by Landlord, from time to time, on account of payments due or payable by Tenant hereunder, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid from time to time without obligations to await the end of the Term hereof for the final determination of Tenant's account. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. Landlord may make such alterations, repairs and replacements in the Premises as Landlord, in its sole discretion, considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations, repairs and replacements shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall, in no event, be liable in any way whatsoever for failure to relet the Premises, or, in the event the Premises are relet, for failure to collect the Rent under such reletting. In addition to the above, Landlord, in its sole discretion, at any time after Tenant's default or violation of any term, covenant and condition contained herein, may institute a distress for rent action and obtain a distress writ under Section 83.11 through 83.19, Florida Statutes. Tenant expressly, knowingly and voluntarily waives all constitutional, statutory or common law bonding requirements, including the requirement under Section 83.12, Florida Statutes, that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the value of the property sought to be distrained), it being the intention of the parties that no bond shall be required to be filed by Landlord in any distress action. Tenant further waives the right under Section 83.14, Florida Statutes, to replevy distrained property.

17.3 Any and all property which may be removed from the Premises by Landlord, pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the sole risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term or of Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant and may either be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit in its sole discretion.

17.4 Tenant agrees, that if it shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and after reasonable notice and without waiving, or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord, in its sole discretion, may deem desirable, and in connection therewith, to pay expenses and employ counsel. All sums paid by Landlord and all expenses in connection therewith, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate of interest allowed by law (whichever is lower) from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of the next installment of Rent thereafter becoming due.

17.5 Upon the occurrence of an act or event which but for the passage of time would result in an Event of Default by Tenant after notice to Tenant and upon an Event of Default by Tenant, Landlord may, but shall not be obligated to, and after reasonable notice or demand and without waiving, or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord, in its sole discretion, may deem desirable, and in connection therewith, to pay expenses and employ counsel. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at eighteen percent (18%) per annum or the maximum lawful rate of interest by law, whichever is lower from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of the next installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

17.6 In addition to and not in limitation of any other right of Landlord, if a check for Rent is dishonored by Tenant's bank, Tenant shall pay to Landlord a service charge covering administrative expenses relating thereto in the amount of Fifty Dollars (\$50.00) per such check. If during the Term more than two (2) of Tenant's checks are so dishonored by Tenant's bank, then Landlord, in its sole discretion, may require all future Rent of Tenant to be paid by cashier's check or money order only.

17.7 In addition to the Late Charge, any payments required to be made by Tenant under the provisions of this Lease not made by Tenant when and as due or within three (3) business days thereafter, shall, from the date when the particular amount became due to the date of payment thereof to Landlord, bear interest at the rate of eighteen percent (18%) per annum or the maximum lawful rate of interest allowed by law (whichever is lower). Notwithstanding anything to the contrary in this Lease, Tenant does not intend or expect to pay, nor does Landlord expect to charge, accept, or collect any Rent, Late Charge or interest which collectively would be greater than the highest legal rate of interest which may be charged under the laws of the State of Florida.

17.8 In the event of a breach or threatened breach by Tenant of any of the terms, covenants and conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Notwithstanding the aforementioned, Tenant shall pay all and singular the costs, charges, expenses, and attorneys' fees, reasonably incurred or paid at any time by Landlord, including initial collection efforts and continuing through all litigation, appeals and any post-judgment execution efforts until fully satisfied, because of the failure of Tenant to perform, comply with and abide by each and every of the terms, covenants and conditions of this Lease.

18. LANDLORD'S LIEN. To secure the payment of all Rents due and to become due hereunder, and the faithful performance of all other terms, covenants and conditions of Tenant under this Lease, Tenant hereby grants to Landlord an express contract lien on and security interest in all personal property, fixtures, furnishings and merchandise which may be placed in or on the Premises, together with any insurance or other proceeds thereof. This lien and security interest is given in addition to, and shall be cumulative to, Landlord's statutory lien(s). This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code. Tenant agrees to and shall execute and deliver to Landlord such "Financing Statements" and such further assurances as Landlord may, from time to time, consider necessary to create, perfect and preserve its lien. In the event Tenant fails to promptly execute and return to Landlord such Financing Statements as Landlord may require to create, preserve and protect its lien, Tenant shall and does hereby designate Landlord to act as Tenant's agent for the sole and limited purpose of executing such Financing Statements and any such execution by Landlord pursuant to this Lease shall be effective and binding upon Tenant as though executed originally by Tenant.

19. QUIET ENJOYMENT. If and so long as Tenant pays all Rent and keeps and performs each and every term, covenant and condition herein contained on the part of Tenant to be kept and performed, Tenant shall quietly enjoy the Property without hindrance by Landlord, subject to the terms, covenants and conditions of this Lease and of any Superior Instruments (as defined below).

20. HOLD-OVER TENANCY. If Tenant shall hold over after the expiration of the Term, at Landlord's option, Tenant may be deemed to be occupying the Property as a tenant at sufferance, which tenancy may be terminated by seven (7) days notice. During such tenancy, Tenant agrees to pay to Landlord, monthly in advance, Rent in an amount equal to two hundred percent (200%) of the monthly installment of Rent which was payable on the last day of the Term, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions herein specified. If Landlord relets the Property (or any portion(s) thereof) to a new tenant and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant any and all costs, legal expenses, attorney's fees, damages, loss of profits or any other expenses incurred by Landlord as a result of Tenant's failure or inability to deliver possession of the Property to Landlord when required under this Lease.

21. AMENDMENT; WAIVER; APPROVAL; CONSENT. This Lease constitutes the entire agreement between the parties. This Lease shall not be amended or modified except in writing signed by both parties. Failure of Landlord to exercise any of its rights in one or more instances shall not be construed as a waiver of Landlord's right to strict performance of such rights or as to any subsequent breach of any such rights. Wherever this Lease requires either the Landlord's consent or approval, such consent or approval shall only be deemed given when in writing and, unless set forth expressly to the contrary, such consent or approval shall be in the sole discretion of Landlord.

22. NOTICES. All notices, communications and statements required or permitted under this Lease shall be in writing, delivered in person or sent by United States Registered or Certified Mail, return receipt requested, with postage prepaid, or Express Mail or Federal Express (or other similar courier service having a delivery system which provides for or makes available a signed receipt of delivery) addressed to the parties as follows:

AS TO TENANT:

WITH A COPY TO:

THE DOMINICAN SPOT RESTAURANT LLC
C/O JOHANNA SABALA
C/O GILL SCHAPIRA
109 S DIXIE HWY
LAKE WORTH FL 33460
Phone: 347-262-5631
Email: jaysabala@me.com

NA
NA
Phone: NA
Fax: NA

AS TO LANDLORD:
Victoria Ashrapova
6023 Le Lac Rd
Boca Raton FL 33496
Email: drp12364@aol.com

WITH A COPY TO:
Jason Evans, Esq.
Boca Raton, FL 33431
Evans Law
2300 NW Corporate Blvd., Suite 215
Boca Raton, FL 33431
(561) 832-8288
Email: jason@EvansLaw.com

Service shall be deemed effective upon the earlier of either seventy-two (72) hours after deposit in the U.S. mail in accordance herewith or upon receipt or refusal to accept receipt by a reputable courier service. Notices sent by facsimile transmission which are received by 4:00 p.m. (in the addressee's time zone) shall be deemed delivered as of the date of such transmission, provided that an original copy of such transmission is delivered to the addressee by a nationally utilized overnight courier service on the day following such transmission. Either party by written notice to the other may designate additional parties to receive copies of notices sent to it. Such designees may be changed by written notice. Either party may at any time, in the manner set forth for giving notice to the other, designate a different address to which notices, communication and statements to it shall be sent.

- 24. SCHEDULES; EXHIBITS; RULES AND REGULATIONS. All schedules, exhibits and typewritten riders, if any, attached or added hereto are made a part of this Lease by reference and the terms, covenants, and conditions thereof shall control over any inconsistent provisions in the Sections of this Lease. Tenant shall faithfully observe and comply with all rules and regulations as promulgated by Landlord from time to time.
- 25. LIMITATION OF LANDLORD'S LIABILITY. The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title to the Property. In the event of any transfer of such title or interest, Landlord herein named (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to the above, be binding on Landlord's successor's and assigns, only during their respective periods of ownership. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or the individual partners, shareholders, directors, and officers, and Tenant shall look solely to Landlord's then existing interest in the Property, and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease, and will not seek recourse against the individual partners, shareholders, directors, officers, or any of their personal assets for such satisfaction. No other properties or assets of Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of landlord and tenant, or Tenant's use of the Property. Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) shall be an action for either declaratory judgment or specific performance.
- 26. LANDLORD'S RESERVED RIGHTS. Without notice and without liability to Tenant, Landlord shall have the right to (i) sell the Property (or any portion(s) thereof) and assign this Lease, the Deposit and Prepaid Rent to the purchaser, and upon such assignment Landlord shall be released from all of its obligations under this Lease and Tenant agrees to attorn to such purchaser, or any other successor or assign of Landlord through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor Landlord under this Lease; (ii) maintain, repair, change or replace existing signs, now or in the future, on the Premises of the Building currently branded with the letter "VP"; and to maintain 24-hour video surveillance on the exterior of the Property.

27. ESTOPPEL CERTIFICATE. Within ten (10) days after request therefore by Landlord, Tenant shall execute and deliver (in recordable form) a certificate to any proposed mortgagee or purchaser, or to Landlord, together with a true and correct copy of this Lease, certifying (with such exceptions or modifications as may be the case) (i) that this Lease is in full force and effect without modification, (ii) the amount, if any, of Prepaid Rent and Deposit paid by Tenant to Landlord, (iii) that Landlord has performed all of its obligations due to be performed under this Lease and that there are no defenses, counterclaims, deductions or offsets outstanding or other excuses for Tenant's performance under this Lease, and (iv) any other fact reasonably requested by Landlord or such proposed mortgagee or purchaser. Landlord may present to Tenant a form of such certificate, and Tenant's failure to properly execute and deliver such form of certificate (with such exceptions or modifications noted therein as may be asserted by Tenant in good faith) within ten (10) days after request therefore shall be conclusive upon Tenant as to the truth of all statements contained therein as presented by Landlord and may be relied on by any person holding or proposing to acquire an interest in the Premises or any part thereof or this Lease from or through the other party, that this Lease is unmodified and in full force and effect. Further, Tenant's failure to properly execute and deliver such form of certificate within ten (10) days after request therefore by Landlord shall, at Landlord's option, be deemed an Event of Default under this Lease not subject to cure.
28. ACCORD AND SATISFACTION. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall give rise to or support or constitute an accord or satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise), unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection therewith, in such amounts and in such order as Landlord may determine in its sole discretion.
29. SEVERABILITY. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms, covenants and conditions to the fullest extent permitted by law. If any term, covenant or condition hereof shall be invalid or unenforceable, the parties agree that such term, covenant or condition shall be stricken from this Lease, the same as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term, covenant or condition of this Lease, and the remaining terms, covenants or conditions hereof shall continue in effect to the fullest extent permitted by law, the same as if such stricken term, covenant and condition never had been contained herein.
30. SUBORDINATION. The rights of Tenant hereunder are and shall be, at the election of any mortgagee, subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Property (or any portion(s) thereof), and to all advances made or hereafter to be made upon the security thereof ("Superior Instruments"). This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, but Tenant agrees upon request of Landlord, from time to time, to execute whatever documentation may be required to further effect the provisions of this Section. Tenant's failure to execute any such instrument of subordination within ten (10) days after request therefor by Landlord shall, at Landlord's option, be deemed an Event of Default under this Lease, not subject to cure.
31. EASEMENTS. Landlord reserves to itself the right, from time to time, to grant such easements, rights, and dedications that Landlord deems necessary or desirable, and to cause the recordation of site plans, restrictions and similar instruments so long as such easements, rights and dedications do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of Landlord and failure to do so shall constitute an Event of Default under this Lease, not subject to cure.
32. TIME. Time is of the essence of this Lease and applies to all terms, covenants, and conditions contained herein. All "days" set forth in this Lease shall be deemed to be "calendar days" unless specifically stated to the contrary. In the event the rent due date falls on the weekend or holiday, the rent will be due the following day.
33. SUCCESSORS AND ASSIGNS. All terms, conditions to be observed and performed by Tenant and Landlord hereunder shall be applicable to and binding upon Tenant's and Landlord's respective heirs, administrators, executors, and permitted successors and assigns.
34. RELATIONSHIP OF PARTIES. Anything in this Lease to the contrary notwithstanding, it is agreed that Landlord shall in no event be deemed to be a partner or engaged in a joint venture with, or an associate of Tenant in the conduct of its business nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the parties during the Term shall at all times be that of landlord and tenant.

35. CAPTIONS AND SECTION NUMBERS. The captions and section numbers are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease. It is understood and agreed that verbs and pronouns in the singular number are uniformly used throughout this Lease regardless of gender or number of the parties hereto.
36. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and hereby do WAIVE TRIAL BY JURY in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease.
37. AUTHORITY. If Tenant signs as a corporation, partnership, or other entity, each of the persons executing this Lease, on behalf of Tenant, does hereby covenant and warrant that Tenant is duly authorized to transact business, is in good standing and existing, that Tenant is qualified to do business in the State of Florida, Tenant has full right and authority to enter into this Lease, and that the persons signing on behalf of Tenant were authorized to do so.
38. APPLICABLE LAW. This Lease shall be construed according to the laws of the State of Florida. Should any provision of this Lease require judicial interpretation, it is agreed by the parties hereto that the court interpreting or construing the same shall not apply a presumption that any such provision shall be more strictly construed against the party who itself or through its agent prepared the same, as all parties have participated in the preparation of the provisions of this Lease and that all terms, covenants and conditions were negotiable.
39. BROKER INDEMNIFICATION. As part of the consideration for the granting of this Lease, Tenant represents and warrants to the Landlord that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease, and Tenant agrees to indemnify Landlord against any loss, expense (including reasonable attorneys' fees), cost or liability incurred by Landlord as a result of a claim by any other broker or finder.
40. EFFECT OF BANKRUPTCY. Tenant shall not assign, mortgage or encumber this Lease, nor sublet, nor suffer or permit the Premises or any part thereof to be used by others, except as set forth in Section 12 above; provided, however, that if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 *et seq.* (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to or turned over to Landlord.
41. SURRENDER OF PROPERTY. Tenant agrees to surrender to Landlord, at the end of the Term or upon any earlier termination of this Lease: (i) the Property in as good condition as the Property was at the Commencement Date, ordinary wear and tear excepted; (ii) the existing personal property existing on the Property which Tenant acknowledges is at the Property and is in good and working condition and which shall be returned in good and working condition; and (ii) Tenant shall also remove all rubbish from the Property. Tenant hereby expressly authorizes Landlord as agent of Tenant, to remove such rubbish and make such repairs as may be necessary to restore the Property to such condition, all of which shall be at the sole cost and expense of Tenant, plus a management fee of fifteen percent (15%) of the cost of the work performed. The obligations of Tenant and the rights of Landlord under this Section shall survive the expiration or earlier termination of this Lease.
42. ATTORNEYS' FEES. If either party herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs and reasonable attorney's fees, including all appeals from the non-prevailing party. In addition, if Tenant causes Landlord to post a "3-Day Notice", or "Notice to Cure" (non-monetary default) all costs (including but not limited to attorney's fees, process server fees, etc.) associated with the preparation and service of the "3-Day Notice," or "Notice to Cure" (non-monetary default), shall be considered Additional Rent and due within three (3) business days after delivery of said invoice of costs by Landlord to Tenant.
43. RECORDING OF LEASE. In no event shall this Lease be recorded.
44. LANDLORD'S DEFAULT. Should Landlord be in default under any of the terms, covenants or conditions of this Lease, Tenant shall give Landlord prompt written notice thereof, and Tenant shall allow Landlord a reasonable length of time in which to cure such default, which time shall not, in any event be less than thirty (30) days from the date of Landlord's receipt of such notice. If the default cannot be cured within such thirty (30) days, no event of default shall be deemed to have occurred so long as Landlord shall commence the curing of such default within the thirty (30) day period and shall thereafter diligently continue the curing of same.
45. FORCE MAJEURE. Landlord shall not be required to perform any term, covenant or condition in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not),

material or labor shortages, restrictions by any Governmental Authority, civil riots, floods, hurricanes, pandemics, local, city or state shut downs/ closures and any other cause not within the control of Landlord.

46. ACKNOWLEDGEMENT, INDEMNITY AND HOLD HARMLESS. Tenant has inspected the Premises prior to its execution of this Lease and Tenant has had the full opportunity to evaluate its condition and Tenant, by Tenant's taking possession of the Premises, acknowledges that Tenant is taking it in "AS IS" condition with no representations or warranties whatsoever by the Landlord, or Landlord's agents, as to its condition or compliance with any Governmental Requirements. Tenant acknowledges that throughout the Term, and any extension(s) thereto, that Tenant, at Tenant's sole cost and expense, shall cause the Premises to be in compliance with all Governmental Requirements. To the extent not prohibited by law, Tenant agrees to and hereby does indemnify, protect, defend and hold Landlord and each of Landlord's officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, demands, damages, lawsuits wherein it is alleged the Premises is in violation of any Governmental Requirements, including but not limited to any lawsuit or action alleging a violation of the Federal American with Disabilities Act ("ADA"), or as amended thereto (and any state or other related ADA lawsuits/actions) and other proceedings, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or out of, or in any way connected with any claim, loss of life, bodily injury and/or damage to the Premises or the environment arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of the Premises, occasioned wholly or in part by any act or omission of Tenant, or Tenant's agents employees or invitees, caused by, incurred or resulting from Tenant's operations of or relating in any manner to the Premises, whether relating to their original design or construction, latent defects, alteration, maintenance, use by Tenant or any person thereon, or failure to fully and timely comply with the terms, covenants and conditions of this Lease or any applicable law, statute or code. In addition, Tenant acknowledges and agrees that as of the date the Commencement Date, that Tenant, at Tenant's sole cost and expense, is liable for maintaining the Premises in accordance with all federal, state and local laws, and is liable for all costs to cure and/or correct any violation of law at Tenant's sole expense. Landlord shall have the right, but not the obligation, to perform such corrective work and Tenant will be required to pay same within thirty (30) days of receipt of Landlord's invoice. Tenant's obligations hereunder, shall survive the expiration or earlier termination of this Lease. Tenant shall maintain a contractual liability endorsement to its commercial general liability policy specifically endorsed to cover the indemnity provisions of this Section.
47. TENDER AND DELIVERY OF LEASE. Submission of this Lease does not constitute an offer, right of first refusal, reservation of or option for the Premises or any part thereof. This Lease only becomes effective as a lease upon execution and delivery by both Landlord and Tenant.
48. HAZARDOUS WASTE. Tenant shall keep the Premises free of Hazardous Materials. Without limitation to the foregoing, Tenant shall neither cause nor permit: (i) the Premises to be used to manufacture, process, transport, store, handle, or dispose of, Hazardous Materials, except in compliance with all applicable Governmental Requirements, nor (ii) a release of Hazardous Materials onto the Property, or any other property as a result of any intentional or unintentional act or omission on the part of Tenant. Tenant shall defend, indemnify and hold harmless Landlord, and Landlord's employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of any kind or nature, known or unknown contingent or otherwise (including, without limitation, attorneys' fees at both the trial and appellate levels, consultant fees, investigation and laboratory fees, court costs and litigation expenses), arising out of, or in any way related to any of the following caused by Tenant: (i) the presence, disposal, release or threatened release of any Hazardous Materials which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (ii) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Materials; (iii) any lawsuit brought, threatened or settled or Governmental Requirement related to such Hazardous Materials; and (iv) any violation of Governmental Requirements, or demands of Governmental Authorities or of any policies or requirements of Landlord which are based upon or in any way related to such Hazardous Materials. The term "Hazardous Material" includes, without limitation, any flammable explosives, radioactive materials, Hazardous Materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other Governmental Requirements, as promulgated from time to time. The provisions of this Section shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at law or in equity under any of the documents executed in connection with this Lease, and shall survive the expiration or earlier termination of this Lease.
49. TENANT'S FINANCIAL CONDITION. Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any permitted assignee, or any guarantor of Tenant. In addition, Tenant shall deliver to any lender or purchaser designated by Landlord, any financial statements required by such lender or purchaser to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement will be a true and accurate statement as of the date of such statement.

All financial statements shall be confidential and shall be used only for the purposes of a purchase, financing or refinancing of the Property or portion thereof.

50. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
51. TERRORISM/HURRICANE/FLOOD/GLASS COVERAGE INSURANCE. Tenant has the right to purchase any/and all of these coverages at tenants sole cost and responsibility. Landlord does not have insurance coverage for any of these damages that may occur. Landlord has no insurance coverage for tenants property or belongings whatsoever. If tenant fail to purchase any of these coverages Tenant, it's invitees, employees, or guests, shall waive their right to bring a claim against Landlord for any act listed but not limited to above.
52. AWNINGS. Tenant acknowledges that Landlord does not have any responsibility for any damage, or replacement, to the outdoor awnings, if ever provided, or installed, to the Premises. Any insurance for the awnings, replacement or repair of the awnings, shall be at the sole cost and expense to the Tenant.
54. PARKING. AS PER CITY OF Lake Worth Beach.
55. Landlord is not responsible for any licenses/permits tenant may need to operate a business in the City of Lake Worth Beach and/or Palm Beach County. Tenant has completed all due diligence and accepts the premises in as is condition. There will be no rent abatement for lack of or delay of any but not limited to licenses, inspections, or approvals.
56. Tenant is responsible for any and all landscaping needed and/or required, removing any and all weeds from front, back and sides of 109 S Dixie Hwy, Lake Worth, FL 33460 for the duration of the Lease.
57. Landlord will assist with any CRA grant forms and if Tenant secures a CRA grant Landlord will turn over the full amount received from the CRA to the Tenant as long as Tenant is not in default of any terms of the Lease and all permits are closed out. Landlord has no responsibility for any grant approval or denial.
58. Tenant acknowledges and agrees that once hood, fire suppression system and grease trap are installed, they all become a part of the building and Landlord's sole property.
59. Tenant acknowledges and agrees that Landlord will give an additional month of free rent after Tenant pays for and installs a new large hurricane glass storefront window. The additional month of free rent will be given after all work is completed and any/all permits for this work are closed out.

IN WITNESS WHEREOF, the respective parties have signed, sealed and delivered this Lease on the date and year written below.

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

109 S DIXIE LLC, a Florida limited liability company

By: _____

VICTORIA ASHRAPOVA, it's MGR

Date: _____

TENANT:

THE DOMINICAN SPOT RESTAURANT LLC, a Florida Corporation

By: _____

JOBANNA MERCEDEZ SABALA, its MGR

Date: _____

By: _____

JOBANNA MERCEDEZ SABALA, Individually

Date: _____

By: _____

GILL SHALOM AHARON SCHAPIRA, Individually

Date: _____



AA

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Amazon.com: Inspirational Motto...

sunbiz.org - Florida Department...

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



DIVISION of CORPORATIONS
an official State of Florida website

Florida Limited Liability Company Filing Payment

Pending Approval: THE DOMINICAN SPOT RESTAURANT LLC

Thank you for filing your Florida Limited Liability Company online

Your confirmation/tracking number is 500424640115.

Your charge amount is \$160.

[File another Florida Limited Liability Company](#)

[File a different document](#)

Florida Department of State, Division of Corporations

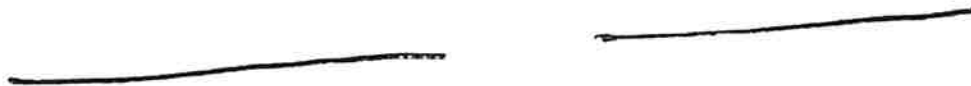


EXHIBIT G:

List of Businesses

- **The Dominican Spot – Fast Casual Restaurant**

EXHIBIT 'H'





2023-2024

EXHIBIT 'B'

Lake Worth Beach CRA
Interior Improvement Grant Program Application

PROJECT ADDRESS: 1095. DIXIE Hwy LAKE WORTH BEACH, FL 33460

NAME/TYPE of BUSINESS: DOMINICAN SPOT RESTAURANT, LLC.

TYPE of GRANT: INTERIOR IMPROVEMENT GRANT PROGRAM

1. APPLICANT

Legal Name of Applicant: 109 South Dixie Hwy LLC

Mailing Address: 109 South Dixie Hwy

City/State: Lake Worth Beach Zip Code: 33460

Tax Identification Number (EIN): 92-2479820 Website: _____

If applicant is a business, indicate the business type:

Corporation Partnership Other
 LLC Sole Proprietorship



2. CONTACT INFORMATION (Primary contact person for applicant):

Contact Name: JAY SABANA

Title: owner

Address: 2242 Statesburg Way Wellington FL 33414

Email: Jay.SABANA@me.com

Primary Phone Number: 347 262 5631

3. PROJECT INFORMATION:

Project Address: 109 South Dixie Highway Lake Worth FL 33460

Tax Parcel Number(s): 38-43-44-21-15-053-0210

Zoning of Property: MU-Dixie Mixed Use Building Sq. Footage 925

What is your legal interest in the building?:

Will Be Purchasing Property Property Owner

Have building permits been applied for? : Yes No (If yes, attach a copy of permit and any supporting site plans.)

Do you have site/building plans for the project? : Yes No (If yes, attach copy)

Are there any known code violations or code concerns at the site? Yes No
If yes, explain:

Provide a list of ALL Businesses operating or proposed from the project addresses. Attach a separate sheet if necessary.

Business Name	Type of Business	Sq. Footage
1. <u>The Dominican Spot Restaurant</u>	<u>Restaurant</u>	<u>925</u>
2.		
3.		
4.		

In the space provide below a brief description of the proposed project. Attach photos of the existing interior of the building and property conditions and label as **EXHIBIT A**. Attach professionally produced renderings, sketches and/or plans for the proposed improvements and label as **EXHIBIT B**.

A Family owned and operated restaurant
Bringing Dominican dishes to the community at affordable prices

4. JUSTIFICATION STATEMENT:

In the space provided below (attach another sheet of paper if necessary) provide a justification statement as to why this application should be funded.

See Exhibit F Attachment

5. PROJECT BUDGET:

Include all expenses related to your project (whether they are eligible or ineligible expenses) and calculate the total eligible expenses and requested CRA match. Attach quotes and fee proposals for activities and services as EXHIBIT C.

INTERIOR IMPROVEMENT GRANT PROGRAM	
Activities	Amount \$
Professional Design Services/Permitting Fees (ineligible CRA reimbursable expense)	\$
Interior Improvements (list trade type). Itemize eligible improvements with expenses:	
1. Plumbing	\$
2. Electric / Lighting	\$ See quotes
3. Demo	\$
4. HVAC	\$ exhibit C.2.
5. Framing	\$
6. Concrete work	\$
7.	\$
Total Expenses	\$ 243,131.45
Total Eligible Expenses	\$ 202,609.55
CRA Grant Reimbursement Amount (up to 50% of eligible expenses) – Not to Exceed: \$50,000	\$ 50,000

6. APPLICATION CHECKLIST AND REQUIRED DOCUMENTATION:
(all applications must include these EXHIBITS to be considered a complete application)

Required Documentation of the Applicant	
✓ (check)	EXHIBIT A: Attach two 8x10 color photos of the existing building interior, and label EXHIBIT A.
✓	EXHIBIT B: Attach photos, professional renderings, plans or sketches of the proposed improvements and label EXHIBIT B.
✓	EXHIBIT C: Attach quotes (minimum 2), fee proposal and any other backup that supports the proposed budget and label EXHIBIT C.
Waiting NA	EXHIBIT D: Attach a zoning letter or site plan approval indicating that this business is a permitted use and label EXHIBIT D. This can be obtained from the City of Lake Worth Beach Community Sustainability Department at 561-586-1673 or pzoning@lakeworthbeachfl.gov
✓	EXHIBIT E: Attach proof of ownership by the applicant and label EXHIBIT E. Examples include a deed, contract or other legal instrument.
Lease	EXHIBIT F: Attach an updated feasibility or business plan for tenants that will be occupying the space and label EXHIBIT F.
✓	EXHIBIT G: Attach a list of all existing or proposed tenants and label EXHIBIT G.
✓	EXHIBIT H: Attach a location map of the applicant's property and label EXHIBIT H.
✓	Completed Application (all EXHIBITS provided)


7. CRITERIA:

- This is a competitive grant program, not an entitlement program. The CRA may use the following criteria to rank projects:
1. Proposed improvements are of a comprehensive nature (completing more than one category of improvement)
 2. Project is of a significant scale to be a redevelopment catalyst for the area.
 3. Preference given to projects that are adjacent to a recent or proposed redevelopment project (adjacent property owners are encouraged to apply simultaneously)
 4. Preference given to renovation or major rehabilitation to a historic property.
 5. Level of property owner matched funds leveraged against CRA grant funds is significant.
 6. Preference given to projects that will cause the occupancy of a presently vacant building.
 7. Preference given to projects located within one of the CRA targeted areas (Dixie Highway, west of Dixie on Lake or Lucerne Avenues, or within the Gateways)
 8. Applicant should identify how many new jobs created and/or provide a business plan.
 9. Preference given to projects that are of an encouraged use within the CRA target area (i.e. retail/restaurants in the Downtown & Dixie corridors; professional office in the Gateways).
 10. Consistency with the CRA Redevelopment Plan is required (concepts and goals and objectives).
 11. Properties not funded through previous CRA grant programs within the past 2 years will be given preference.
 12. Incomplete applications submitted to the CRA for review will be disqualified.
 13. Applicants must include a location map of the property (EXHIBIT H).
 14. A letter or site plan approval from the City of Lake Worth Beach Community Sustainability Department, which confirms that the proposed use is conforming, the improvements are permitted per Lake Worth Beach Code of Ordinances is required (EXHIBIT D).
 15. Applicants may be asked to amend their plans as a condition of funding.
 16. Projects must be completed within a year of being awarded the grant. Extensions to the requirement are made at the discretion of CRA Staff
 17. Grantees will be required to show invoices, receipts, or bills as proof of project costs.
 - 18. Grantee must maintain ownership of the property for minimum of 2 years or the applicant will be required to pay back the grant funds in full.**

8. APPLICANT SIGNATURE:

I affirm by my signature shown below that I have reviewed, understand and will comply with all of the requirements of the Lake Worth Beach CRA Interior Improvement Grant Program. In addition, I affirm that I have provided a fully complete application with all of the required exhibits, and that failure to provide the information required is grounds for rejection of my application. The CRA reserves the right to negotiate revised Grant amount prices with the applicant and/or reject certain aspects of the application if necessary. If approved, I will enter into a grant agreement with the CRA, and will comply with all of the requirements contained therein.

APPLICANT:



Signature

Victoria Ashrafpour
Print Name

ATTEST:



Witness

Chris Dabros
Print Name

Return a hard copy of this document and all required EXHIBITS to:
Lake Worth Beach CRA
Attn.: Chris Dabros
1121 Lucerne Avenue
Lake Worth Beach, FL 33460
email: cdabros@lakeworthbeachfl.gov

Exhibit 'A'

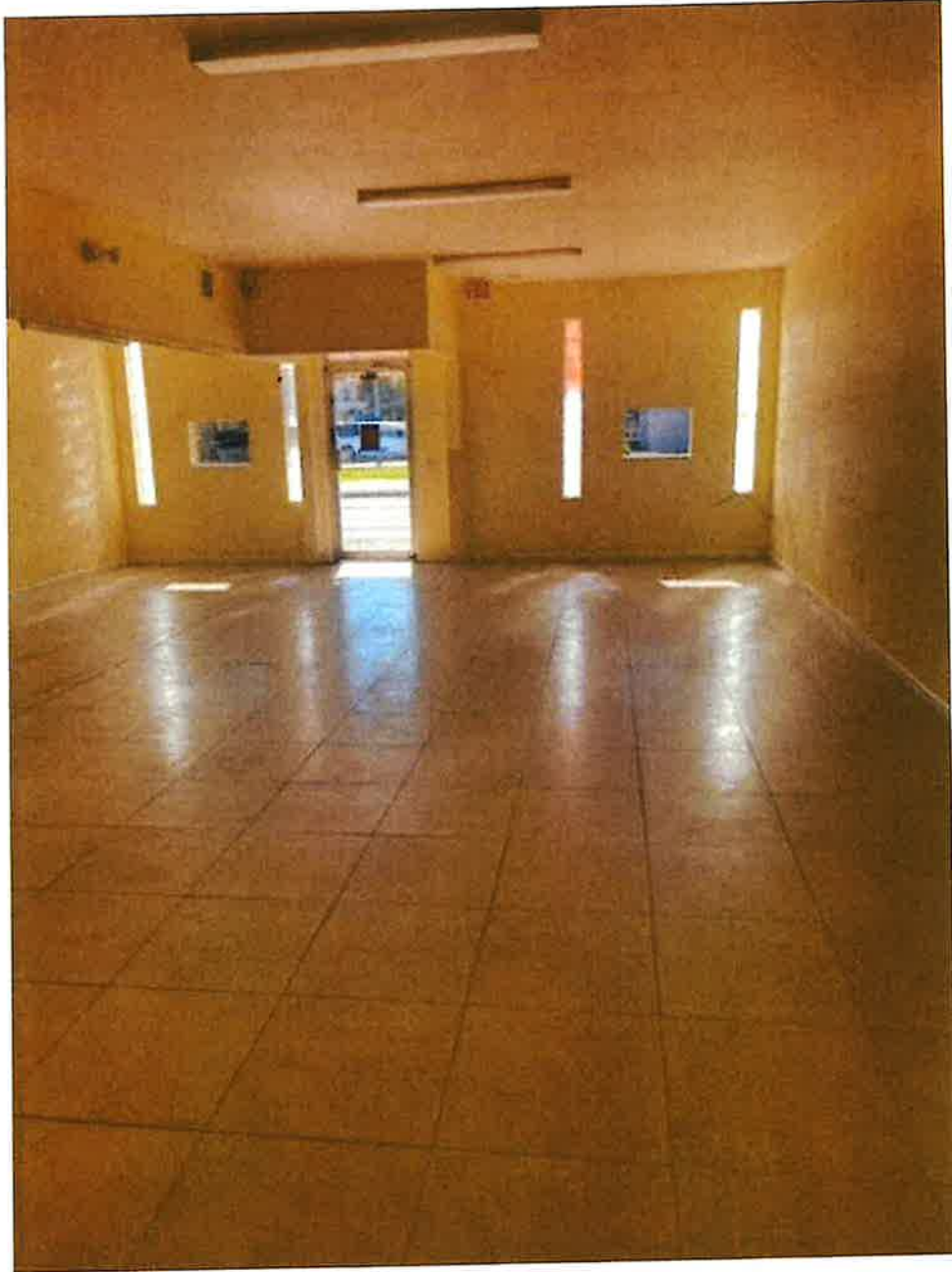
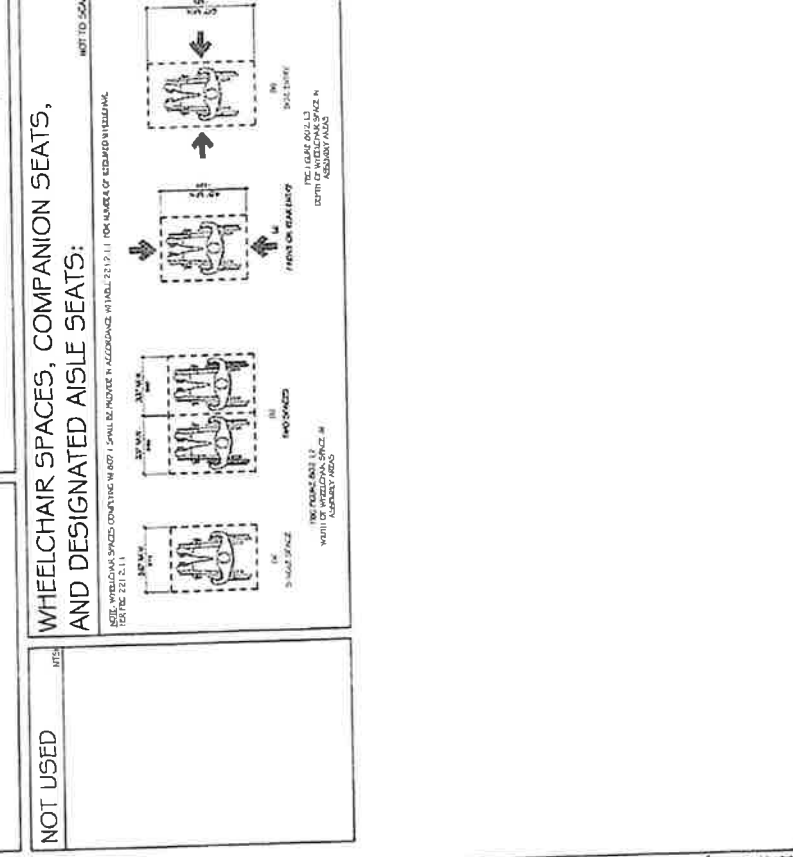
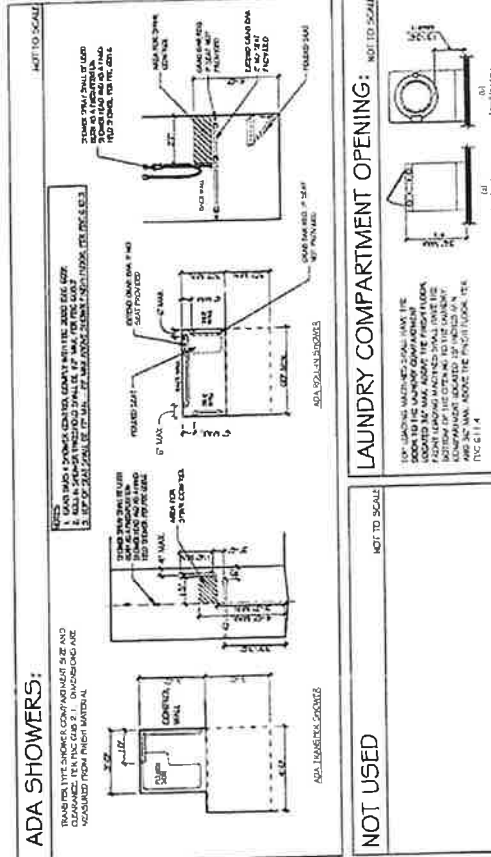
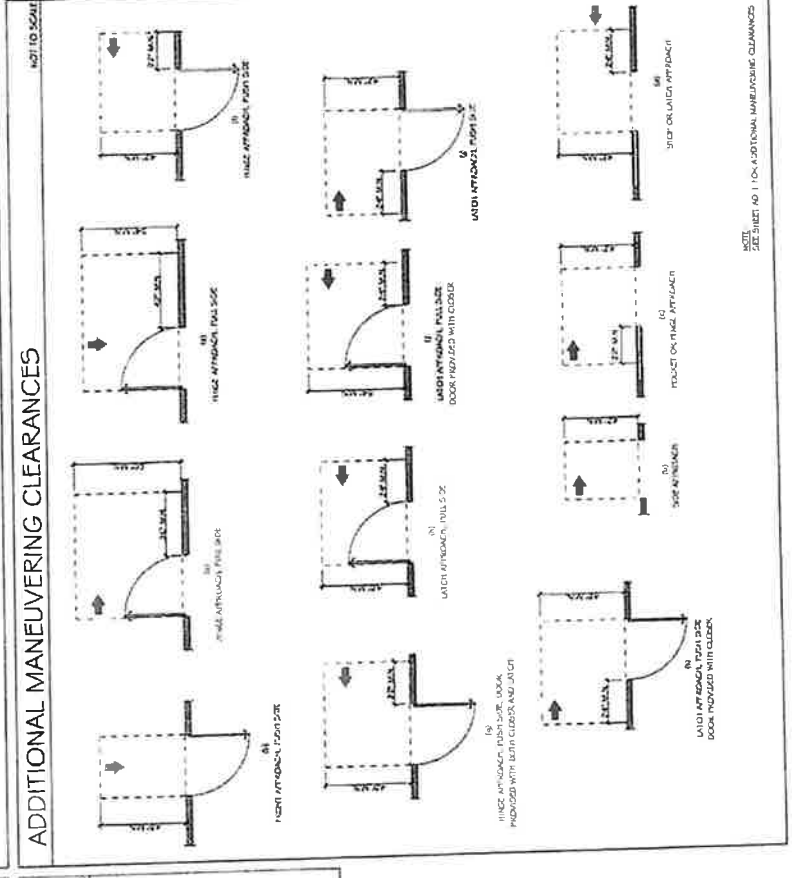
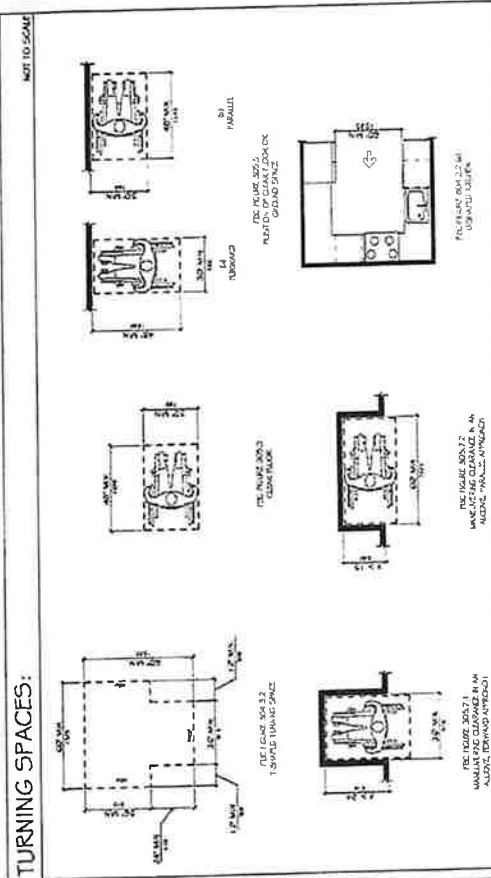


Exhibit 'A'



Exhibit 'A'

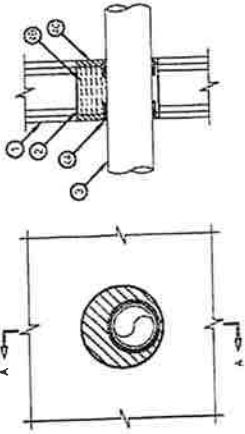




System No. WL-2842

ANALYSIS INFORMATION	GENERAL DATA
F Rating - 1 and 2 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)	F Rating - 1 and 2 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)

SECTION A-A



1. **Work Assembly** - This is the work assembly for the work shown in this drawing. It consists of the work shown in this drawing and the work shown in the drawings of the other systems in this project. The work assembly is the work that is to be installed on the site.

2. **Work Item** - This is the work item for the work shown in this drawing. It is the work that is to be installed on the site.

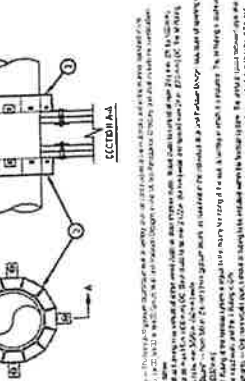
3. **Work Item** - This is the work item for the work shown in this drawing. It is the work that is to be installed on the site.

4. **Work Item** - This is the work item for the work shown in this drawing. It is the work that is to be installed on the site.

System No. WL-2078

ANALYSIS INFORMATION	GENERAL DATA
F Rating - 1 and 2 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)	F Rating - 1 and 2 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)

SECTION A-A



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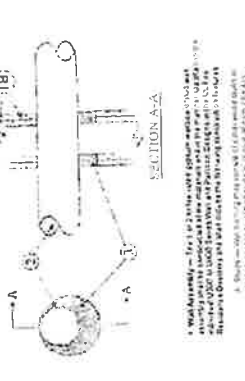
3. **Work Item** - This is the work item for the work shown in this drawing. It is the work that is to be installed on the site.

4. **Work Item** - This is the work item for the work shown in this drawing. It is the work that is to be installed on the site.

System No. WL-1086

ANALYSIS INFORMATION	GENERAL DATA
F Rating - 1 and 2 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)	F Rating - 1 and 2 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)

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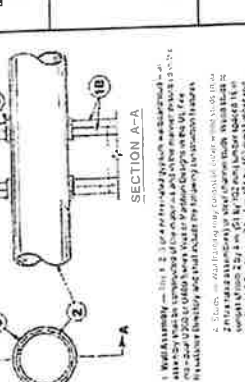
3. **Work Item** - This is the work item for the work shown in this drawing. It is the work that is to be installed on the site.

4. **Work Item** - This is the work item for the work shown in this drawing. It is the work that is to be installed on the site.

System No. WL-1009

ANALYSIS INFORMATION	GENERAL DATA
F Rating - 1, 2, 3, 4, and 5 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)	F Rating - 1, 2, 3, 4, and 5 (See Item 1) L Rating - 1, 2, 3, 4, and 5 (See Item 2) T Rating - 1, 2, 3, 4, and 5 (See Item 3) L Rating - 1, 2, 3, 4, and 5 (See Item 4)

SECTION A-A



1. **Work Assembly** - This is the work assembly for the work shown in this drawing. It consists of the work shown in this drawing and the work shown in the drawings of the other systems in this project. The work assembly is the work that is to be installed on the site.

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STEVE SIBBERT ARCHITECTURE
 109 S. DIXIE LAKE WORTH BCH, FL
 WWW.STEVESIBBERT.COM

STEVE SIBBERT ARCHITECTURE
 109 S. DIXIE LAKE WORTH BCH, FL
 WWW.STEVESIBBERT.COM

JAY RESTAURANT FOR: NEW RESTAURANT FOR: 109 S. DIXIE LAKE WORTH BCH, FL

BIDDING ONLY

PROJECT NO.	34-003
DATE	03/25/24
DRAWING NO.	03-117
OWNER	JAY RESTAURANT
DESIGNER	STEVE SIBBERT ARCHITECTURE

LIFE SAFETY DETAILS

LS1.2

System No. WL-2726
F Rating - 1 and 2 (See Item 1)

SECTION A-A

1. **Work Assembly** - This is the work assembly for the work shown in this drawing. It consists of the work shown in this drawing and the work shown in the drawings of the other systems in this project. The work assembly is the work that is to be installed on the site.

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Table

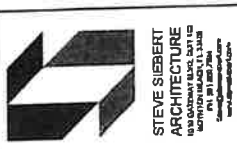
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2	1	EA	1/2" x 1/2" x 1/2" x 1/2" x 1/2" x 1/2"	
3	1	EA	1/2" x 1/2" x 1/2" x 1/2" x 1/2" x 1/2"	
4	1	EA	1/2" x 1/2" x 1/2" x 1/2" x 1/2" x 1/2"	

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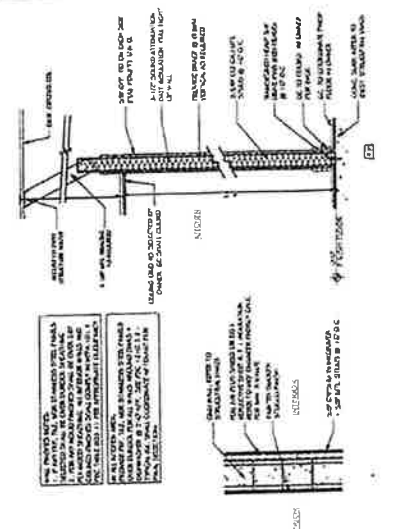


STEVE SIBBERT ARCHITECTURE
 109 S. DIXIE
 LAKE WORTH BCH, FL 33450
 TEL: 561-888-7888
 WWW.SIBBERTARCHITECTURE.COM

JAY RESTAURANT
 109 S. DIXIE
 LAKE WORTH BCH, FL

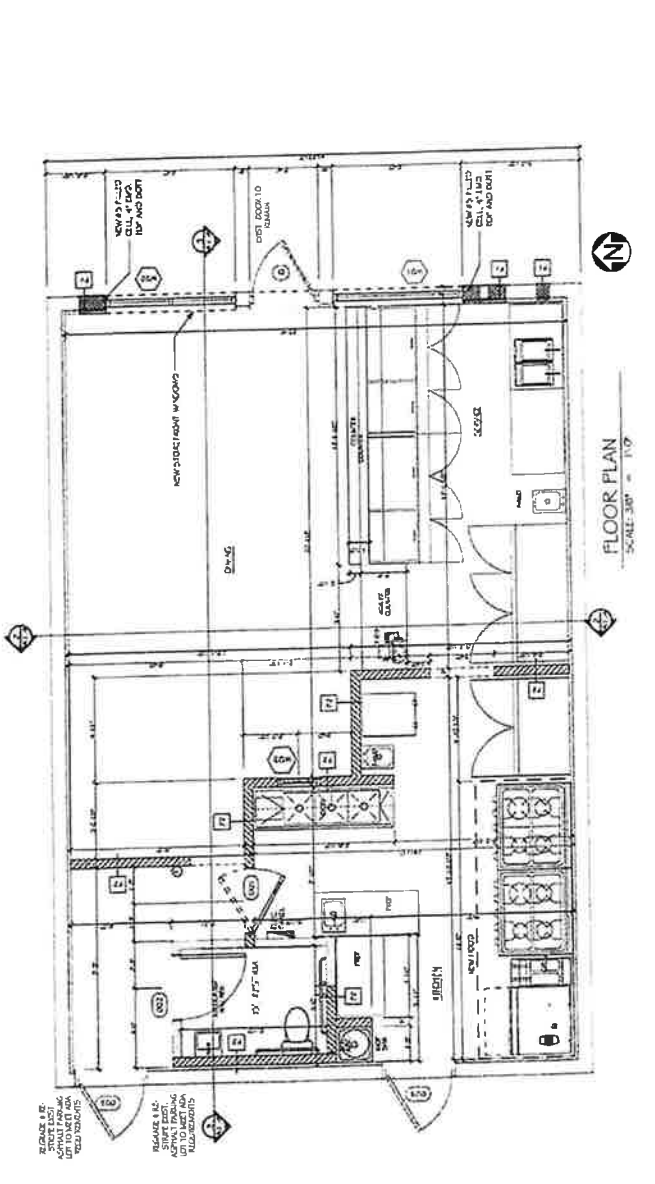
NEW RESTAURANT FOR:

FIRST FLOOR PLAN
A1.1



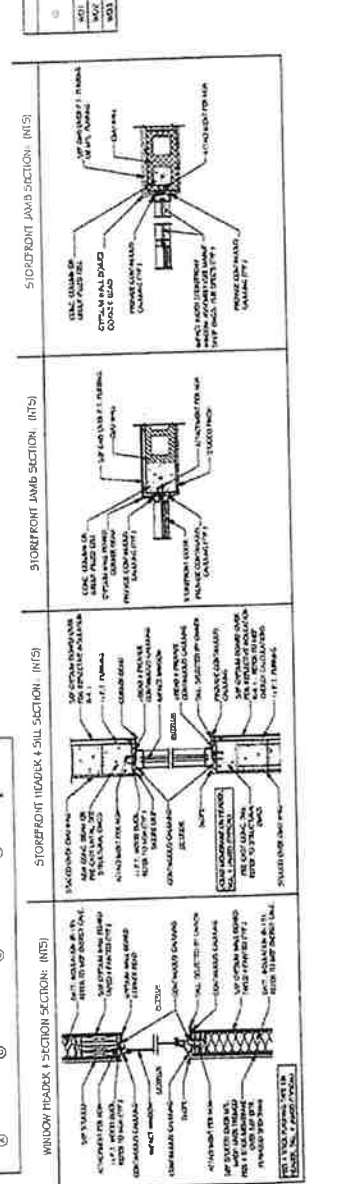
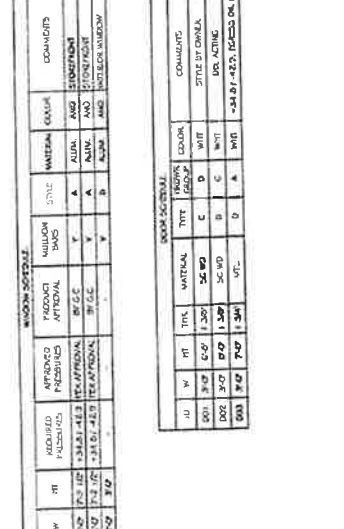
WALL PARTITIONS
 SCALE: 1/16"

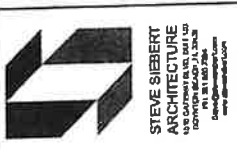
NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	1/2\"/>				



WINDOW SCHEDULE

NO.	W	H	MT	REQUIRED	APPROVED	PROPOSED	WINDOWN SCHEDULE	MATERIAL	GLASS	STYLE	FINISH	COMMENTS
W01	4'-0"	7'-0"	1/2"	1/2"	1/2"	1/2"	1/2"	ALUM.	CLERESTOMY	A	ALUM.	CLERESTOMY
W02	4'-0"	7'-0"	1/2"	1/2"	1/2"	1/2"	1/2"	ALUM.	CLERESTOMY	B	ALUM.	CLERESTOMY
W03	4'-0"	7'-0"	1/2"	1/2"	1/2"	1/2"	1/2"	ALUM.	CLERESTOMY	C	ALUM.	CLERESTOMY





STEVE SIEBERT ARCHITECTURE
 410 GARDNER BLVD, SUITE 101
 NEW BRUNSWICK, NJ 08901
 TEL: 732-839-1100
 WWW.SIEBERTARCH.COM



STEVEN W. GANDY
 ARCHITECT
 NO. 2100711750
 STATE OF NEW JERSEY

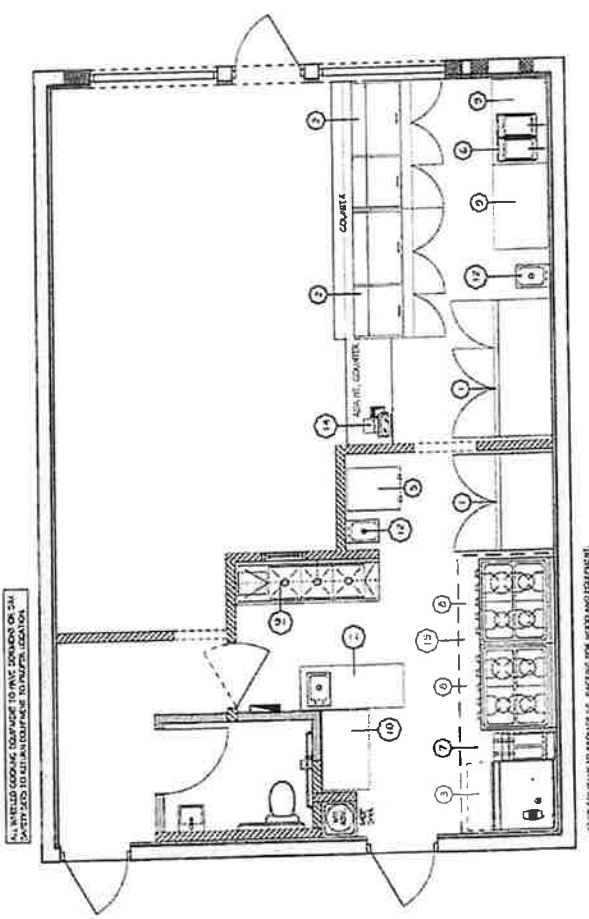
JAY RESTAURANT
 109 S. DIXIE
 LAKE WORTH BCH, FL

NEW RESTAURANT FOR:

BIDDING ONLY
 THE WRITER, ENGINEER, ARCHITECT AND CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE WORTH, FLORIDA. THE WRITER, ENGINEER, ARCHITECT AND CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE WORTH, FLORIDA. THE WRITER, ENGINEER, ARCHITECT AND CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE WORTH, FLORIDA.

PROJECT NO. 24-882
 DATE: 4/22/24
 DRAWN BY: BJ
 CHECKED BY: S.K.
 REVISIONS:

EQUIPMENT PLAN
A1.2



1. KITCHEN LAYOUT IS SUBJECT TO CHANGE BASED ON THE FINAL EQUIPMENT SCHEDULE.
 2. ALL EQUIPMENT SHALL BE INSTALLED IN THE LOCATION SHOWN ON THIS PLAN.

Item	Quantity	Manufacturer	Model Number	Notes	Unit Price	Total Price	Notes
1	1	WILSON-JONES	WJ-100	Commercial Dishwasher	1,200	1,200	
2	2	WILSON-JONES	WJ-200	Commercial Dishwasher	1,200	2,400	
3	1	WILSON-JONES	WJ-300	Commercial Dishwasher	1,200	1,200	
4	1	WILSON-JONES	WJ-400	Commercial Dishwasher	1,200	1,200	
5	1	WILSON-JONES	WJ-500	Commercial Dishwasher	1,200	1,200	
6	1	WILSON-JONES	WJ-600	Commercial Dishwasher	1,200	1,200	
7	1	WILSON-JONES	WJ-700	Commercial Dishwasher	1,200	1,200	
8	1	WILSON-JONES	WJ-800	Commercial Dishwasher	1,200	1,200	
9	1	WILSON-JONES	WJ-900	Commercial Dishwasher	1,200	1,200	
10	1	WILSON-JONES	WJ-1000	Commercial Dishwasher	1,200	1,200	
11	1	WILSON-JONES	WJ-1100	Commercial Dishwasher	1,200	1,200	
12	1	WILSON-JONES	WJ-1200	Commercial Dishwasher	1,200	1,200	
13	1	WILSON-JONES	WJ-1300	Commercial Dishwasher	1,200	1,200	
14	1	WILSON-JONES	WJ-1400	Commercial Dishwasher	1,200	1,200	
15	1	WILSON-JONES	WJ-1500	Commercial Dishwasher	1,200	1,200	
16	1	WILSON-JONES	WJ-1600	Commercial Dishwasher	1,200	1,200	
17	1	WILSON-JONES	WJ-1700	Commercial Dishwasher	1,200	1,200	
18	1	WILSON-JONES	WJ-1800	Commercial Dishwasher	1,200	1,200	
19	1	WILSON-JONES	WJ-1900	Commercial Dishwasher	1,200	1,200	
20	1	WILSON-JONES	WJ-2000	Commercial Dishwasher	1,200	1,200	
21	1	WILSON-JONES	WJ-2100	Commercial Dishwasher	1,200	1,200	
22	1	WILSON-JONES	WJ-2200	Commercial Dishwasher	1,200	1,200	
23	1	WILSON-JONES	WJ-2300	Commercial Dishwasher	1,200	1,200	
24	1	WILSON-JONES	WJ-2400	Commercial Dishwasher	1,200	1,200	



Weston Construction
John Weston
Business Number CGC-1527071 9773
Nw 41st Street
Sunrise, FL 33351
954 263 6949
john@jpwestonconstruction.com

Estimate 189
Date **May 22, 2024**
Estimate Total **\$368,725.00**

**Bid for Exterior work and Interior Remodel work for
Jay's Restaurant 109 S Dixie Lake Worth Beach, FL based off plans dated 4/22/24**

Exterior Work

- Concrete Work - Cut openings for windows as per plan and secure openings with plywood. Provide and install rebar, form and pour concrete after inspection.
- Windows and Doors - Provide and install - (2))SIZE 72" X 86 1/2" and (1) fixed window and (2) new exterior push bar release doors. Includes waterproofing and bucking.
- Stucco Repair - Repair of stucco to entire front of building where new windows are being installed. Prime and paint entire exterior building once stucco is complete.
- General Conditions, Labor, and Supervision - Includes supervision, labor to cart debris, scaffolding equipment, dump fees and all other labor and materials required to complete the project as shown on the plans.
- Parking Lot- Regrade Parking, seal coat and re-stripe parking spaces as required on plans.
- Landscaping - Provide planter boxes and appropriate landscaping as required by the City.
- Profit and overhead - Standard 20% profit and overhead.

Exterior Subtotal \$ 75,975.00

Interior Work

- Demolition - Remove all items and debris as indicated on plans and needed access.
- Concrete Work - Cut Concrete for sanitary lines and new grease trap. Pin trenches, termite treat, visqueen vapor barrier (6mil) and infill trenches with concrete.
- Electric - Materials and labor needed to complete work as per plans and code
 - All wiring to be sized per code requirements
 - New 200a interior panel.
 - Existing conduit, wire, meter, disconnect assumed existing to code and to be reused
 - All devices to be white in color with decora receptacles and motion switches per plans
 - GFI protection for exterior, kitchen, and bathroom receptacles as well as other locations as required by local current code
 - Dedicated circuits as indicated on plans for electric appliances including: · Ice maker · Oven · Hood power · (2) Fridge · (2) Fridge case · Panini press · POS system -Signage outlets per plans
 - New mini split wiring -New AHU and AC
 - New 60a tankless water heater
 - Time clock for lighting circuits per plans
 - All recessed to be 6" or 4" 120v LED white
 - Wiring and install fixtures if on site at time of trim including pendants, exit, emergency, and exit/emergency combo lights allowance of 30 mins per fixture. Labor intensive fixtures requiring



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assembly, more than one man, or lift/scaffolding not included to be T&M. Coastal Electric to install keyless as needed per code for inspection in other areas.
-Supplying of exit, emergency, and exit/emergency combo fixtures
-Demo allowance 2 men 2 days
- Mechanical - Provide and install new 10 ton Carrier package unit on roof with 9 drops as per duct plan attached to energy calcs. Provide and install new mini split as per plan.

-Plumbing - Buckeye Plumbing

- 1) Furnish and install new PVC Schedule 40 Solid core piping for Sanitary System
 - 2) Furnish and install new Copper Type "L" Hot and Cold Water System with Recirculation System
 - 3) Hot Water Recirculation System Insulated
 - 4) Provide and install Grease Trap (Removal from site of excess dirt or asphalt, is to be removed by others)
 - 5) All sanitary system, hot & cold water system and appliance hook-up is to be completed per plans dated 02/22/2024
- ADA Bath (Supplied by Buckeye Plumbing)
1-Gerber MX28-990-97 White H/C Toilet and Bemis 1055 Seat with hookup
1 Gerber 12-654 White Wall Hung Sink with Moen 8413F05 Chrome Lavatory
Faucet with hookup
Kitchen Area (All Commercial Kitchen Sinks. Faucets and Appliances Supplied by Others)
1---3 compartment commercial sink hookup
3-----Hand sink hookups
1-----Mustee 63M Mop Sink with Krowne 16-280 Chrome Faucet and 65. 700 Hose and Bracket (Supplied by Buckeye Plumbing)
1-----Ice maker hookups Grease trap
1-----Trapzilla 525 Grease Trap with TZSP-40-ECA sampling port w/29" extension and FTCA Welded Cover (excess dirt and asphalt to be removed from site completed by others) (Provided by Buckeye Plumbing) Water Heater
1-----Rheem RELDS40TB683959 40 Gallon Lowboy Water Heater with Recirculation Pump (Provided by Buckeye Plumbing) Floor Sinks
2-Sioux Chief 861-3P Floor Sink with Stainless Steel Baskets (Provided by Buckeye Plumbing) Floor Drains
2---Sioux Chief 831-36P Floor Drains (Provided by Buckeye Plumbing) Note: Will have to run new 1" water service to water meter
Note: Sewer Line may have to be lowered due to the Grease trap. This means a new sewer line to the Street Sewer Tap

-Appliances - All kitchen equipment cost as per Delray Food services Invoice 47969

-Framing - Provide and install all framing as per plan.

-Drywall - 5/8 Drywall on perimeter and all new framed walls. Existing ceilings where plumbers and electricians needed access will be patches and finished.

-Insulation - Provide and install foil insulation on all exterior walls and mineral wool batt insulation on interior walls for sound control.

-Interior Doors - Provide and install interior doors and hardware as indicated on plans.



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- Moldings - Provide and Install builder grade
 - 3.5" casing on all interior doors and interior windows
 - 5.25" base molding throughout.
 - Shiplap boarding in areas indicated on plan.
- Paint - Paint all ceilings, walls, moldings, and doors.
- Tile - Supply and install builder grade tile on bathroom floor, 6" base on bathroom walls and all general space.
- General Conditions - Supply labor and materials needed for
 - Debris removal throughout project
 - Accessories for bathrooms
 - Supervision
 - General construction clean ups throughout project
- Profit and overhead - Standard 20% profit and overhead

Interior Subtotal \$ 292,750.00

This proposal does not include any additional surveys, or testing documents needed by the City/County for permits.

Plans for permitting to be supplied by owner.

Permit fees are not included and will be billed at cost.

Materials supplied unless otherwise specified will be standard builder grade. If different materials are requested, additional cost may apply.

Additional finish materials not listed will need to be supplied and cost for installation will be added as appropriate.

Exhibit C

2.



Selected



2885 S Congress Ave Suite D • Delray Beach, FL 33445 • Phone: 954-864-1474 • Fax: 561-241-9748

Jay Sabala
Job Address:
109 S Dixie Hwy
Lake Worth, FL

Print Date: 5-28-2024

Proposal for Restaurant Remodel

Exterior

Items	Description	Qty/Unit	Unit Price	Price
Exterior Concrete Cutting	Cut all openings for windows as per plan and layout. Includes securing openings with plywood for safety and security until windows are installed.	1	\$1,500.00	\$1,500.00
Exterior concrete work	Provide and install rebar as code required on sides, top and bottom of all new openings. Form and pour concrete after inspection in preparation for window installs. modify 2 openings.	1	\$2,400.00	\$2,400.00
Exterior windows and doors	Provide and install ES-8000 - 2 SIZE 72" X 86 1/2" and 1 fixed window. Includes waterproofing and bucking. Provide and install 2 new exterior doors with push bar release.	1	\$11,054.51	\$11,054.51
Exterior planters	Provide and install planters and landscaping - Allowance until finalized.	1	\$15,000.00	\$15,000.00
Exterior scaffolding	Provide scaffolding for exterior work on windows and stucco for duration of project	1	\$1,500.00	\$1,500.00
Exterior Stucco Repair	Repair of stucco on entire front of building due to new window install Includes all materials and labor.	1	\$2,100.00	\$2,100.00
Exterior paint	Prime and Paint exterior of building	1	\$3,600.00	\$3,600.00
Exterior dump fees	Fees to dispose of all block and debris from opening window openings.	1	\$850.00	\$850.00
Exterior General Labor	Labor to cart all debris and infill and clean up around new grease trap. Compact the infill and repair do asphalt patch.	1	\$3,600.00	\$3,600.00
Exterior parking	Regrade Parking as required by plans, Sealcoat parking lot and restripe parking spaces. Budget allowance until final grease trap work is done and final bid can be created.	1	\$12,000.00	\$12,000.00
Exterior contractor fees	Standard profit and overhead 20%	0.2	X \$53,604.50	\$10,720.90
Exterior subtotal	64325.41	1	\$0.00	\$0.00

Interior

Items	Description	Qty/Unit	Unit Price	Price
Interior Demolition	Interior removal of all items listed on demolition plan. Cart all debris.	1	\$4,800.00	\$4,800.00
Interior plumbing	Buckeye Plumbing 1) Furnish and install new PVC Schedule 40 Solid core piping for Sanitary System 2) Furnish and install new Copper Type "L" Hot and Cold Water System with Recirculation System 3) Hot Water Recirculation System Insulated 4) Provide and install Grease Trap (Removal from site of excess dirt or asphalt, is to be removed by others) 5) All sanitary system, hot & cold water system and appliance hook-up is to be completed per plans dated 02/22/2024 ADA Bath (Supplied by Buckeye Plumbing) 1-Gerber MX28-990-97 White H/C Toilet and Bemis 1055 Seat with	1	\$51,455.00	\$51,455.00

hookup
 1 Gerber 12-654 White Wall Hung Sink with Moen 8413F05 Chrome Lavatory Faucet with hookup
 Kitchen Area (All Commercial Kitchen Sinks, Faucets and Appliances Supplied by Others)
 1----3 compartment commercial sink hookup
 3-----Hand sink hookups
 1-----Mustee 63M Mop Sink with Krowne 16-280 Chrome Faucet and 65. 700 Hose and Bracket (Supplied by Buckeye Plumbing)
 1-----Ice maker hookups
 Grease trap
 1-----Trapzilla 525 Grease Trap with TZSP-40-ECA sampling port w/29" extension and FTCA Welded Cover (excess dirt and asphalt to be removed from site completed by others) (Provided by Buckeye Plumbing)
 Water Heater
 1-----Rheem RELDS40TB683959 40 Gallon Lowboy Water Heater with Recirculation Pump (Provided by Buckeye Plumbing)
 Floor Sinks
 2-Sioux Chief 861-3P Floor Sink with Stainless Steel Baskets (Provided by Buckeye Plumbing)
 Floor Drains
 2----Sioux Chief 831-36P Floor Drains (Provided by Buckeye Plumbing)
 Note: Will have to run new 1" water service to water meter
 Note: Sewer Line may have to be lowered due to the Grease trap. This means a new sewer line to the Street Sewer Tap

Interior Concrete Cutting	Provide labor and materials to cut concrete for sanitary lines and grease trap. Includes carting material.	1	\$2,600.00	\$2,600.00
Interior concrete work	Provide materials and labor to pin trenches with 5/8 rebar pins and pour back concrete to infill trenches. Includes termite treatment as required by code and 6 mil visqueen vapor barrier.	1	\$5,200.00	\$5,200.00
Interior Kitchen	All kitchen equipment cost as per Delray Food services Invoice 47969	1	\$26,004.54	\$26,004.54
Interior electric and lighting	Coastal Electric FL, LLC Estimate Includes: --Materials and labor needed to complete work as per plans and code unless excluded from below -All wiring to be sized per code requirements -Proposal based on plans dated 4.22.24 -New 200a interior panel. Existing conduit, wire, meter, disconnect assumed existing to code and to be reused -All devices to be white in color with decora receptacles and motion switches per plans -GFI protection for exterior, kitchen, and bathroom receptacles as well as other locations as required by local current code -Dedicated circuits as indicated on plans for electric appliances including: • Ice maker • Oven • Hood power • (2) Fridge • (2) Fridge case • Panini press • PQS system -Signage outlets per plans -New mini split wiring -New AHU and AC -New 60a tankless water heater -Time clock for lighting circuits per plans -All recessed to be 6" or 4" 120v LED white -Wiring and install fixtures if on site at time of trim including pendants, exit, emergency, and exit/emergency combo lights allowance of 30 mins per fixture. Labor intensive fixtures requiring assembly, more than one man, or lift/scaffolding not included to be T&M. Coastal Electric to install keyless as needed per code for inspection in other areas. -Supplying of exit, emergency, and exit/emergency combo fixtures -Demo allowance 2 men 2 days	1	\$22,585.00	\$22,585.00
	Provide and install new 10 ton Carrier package unit on roof with	9	\$27,000.00	\$27,000.00

Interior mechanical	drops as per duct plan attached to energy calcs. Provide and install new minisplit as per plan			
Interior framing and drywall	Provide and install all framing as per plan. Provide and install 5/8 Drywall on perimeter and all new framed walls. Patch and finish all existing ceilings where plumbers and electricians needed access. Includes all blocking and all wood members for door openings.	1	\$21,015.00	\$21,015.00
Interior insulation	Provide and install foil insulation on all exterior walls and mineral wool batt insulation on interior walls for sound control.	1	\$3,000.00	\$3,000.00
Interior Base Molding	Provide and install 5.25" base molding throughout.	1	\$1,800.00	\$1,800.00
Interior casing molding	Provide and Install 3.5" casing on all interior doors and interior windows.	1	\$825.00	\$825.00
Interior paint	Provide labor and materials to paint all ceiling walls trims doors.	1	\$5,000.00	\$5,000.00
Interior interior door	Provide and install all interior doors as per plans. Includes hardware. Allowance until final style and hardware selected	3	\$1,100.00	\$3,300.00
Interior wainscotting and crown	Provide and install shiplap boarding in areas indicated on plan.	1	\$4,200.00	\$4,200.00
Interior tile	Provide and install tile on bathroom floor, 6" base on bathroom wall and all of the general space. Allowance for material is 5\$ sq ft.	1	\$13,025.00	\$13,025.00
Interior dumpster	Allowance for dumpster throughout project - Allowance, actual to be billed as incurred.	3	\$1,200.00	\$3,600.00
Interior accessories	Provide and install all toilet accessories as listed on plan.	1	\$2,200.00	\$2,200.00
Interior General Labor	General Labor for material handling and construction cleanup during entire project	1	\$5,000.00	\$5,000.00
Interior contractor fees	Standard Profit and Overhead 20%	0.2	\$202,609.55	\$40,521.91
Interior subtotal	243131.45	0	\$0.00	\$0.00

Total Cost: \$307,456.86

Total Price: \$307,456.86

- Only work listed above is part of this estimate. Any additional work needed due to unforeseen circumstances, required by the City or code, or requested by the owner will be treated as a change order and cost will be written up for approval.
- Proposal does not include permit/revision fees
- Proposal does not include any survey, MOT, safety requirements, or any specific testing. If required, proposals will be given for those specific costs.
- Allowances have been given for Planters and Landscaping, Interior Door & Hardware, tile and Dumpster/Dump Fees. Once final selections are made, cost will be adjusted accordingly.

Exclusions:

Note: Will have to run new 1" water service to water meter

Note: Sewer Line may have to be lowered due to the Grease trap. This means a new sewer line to the Street Sewer Tap

Note: There was no information on the plans regarding the booths, counter tops, decorative light fixtures for the restaurant. These items are not included in this proposal.

- If this proposal is accepted, please sign for approval.



CFN 20230084336
OR BK 34176 PG 1352
RECORDED 3/14/2023 1:07 PM
AMT: \$275,000.00
DEED DOC \$1,925.00
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1352 - 1353; (2pgs)

This Instrument Prepared By:
Amy Fuchs
Paralegal
Capital Abstract & Title
10055 Yamato Road
Boca Raton, FL 33498

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 7 day of March, 2023 between **Bling Properties, LLC**, a Florida limited liability company whose post office address is **220 Treasure Harbor Drive, Islamorada, FL 33036**, grantor, and **109 S Dixie Hwy LLC, a Florida Limited Liability Company** whose post office address is **6023 Le Lac Road, Boca Raton, FL 33496**, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

Lot 21, Less the East 23 feet thereof for State Road 805 Right-of-Way, Block 53, TOWNSITE OF LUCERNE, according to the map or plat thereof as recorded in **Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.**

Parcel Identification Number: 38-43-44-21-15-053-0210

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022.**

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

M. Gallo
Witness Name: Melody Gallo
Esther P. Gallo
Witness Name: Esther P. Gallo

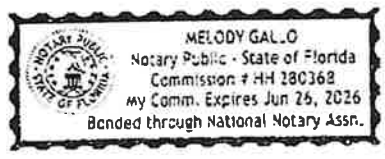
Bling Properties, LLC, a Florida Limited Liability Company
By: [Signature]
Steven G. Jones, its Manager

State of Florida
County of ~~Palm Beach~~ Monroe ^(MA)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of March, 2023 by Steven G. Jones, its Manager of Bling Properties, LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]

M. Gallo
Notary Public
Printed Name: Melody Gallo
My Commission Expires: 6/26/26





Statement of Purpose (SOP) The Dominican Spot Restaurant, LLC

As an entrepreneur deeply passionate about Dominican cuisine and culture, I am thrilled to introduce a fast casual restaurant that celebrates the vibrant flavors and culinary heritage of the Dominican Republic. The Dominican Spot Restaurant will serve as a cultural hub where guests can immerse themselves in the rich traditions and hospitality of the Dominican people while savoring authentic dishes that pay homage to the island's diverse culinary landscape.

Vision and Mission: Our vision is to become the premier destination for Dominican cuisine in our community, offering a menu that showcases the bold flavors, vibrant colors, and unique ingredients that define Dominican cooking. We aim to create a welcoming and inclusive atmosphere where guests of all backgrounds can come together to enjoy delicious food, lively music, and warm hospitality. Our mission is to uphold the highest standards of culinary excellence, using fresh, locally sourced ingredients and time-honored recipes to create dishes that evoke the essence of Dominican cuisine. We are committed to providing exceptional service, fostering a sense of belonging and community that makes every guest feel like part of the familia.

Menu and Culinary Approach: Our menu will feature a curated selection of traditional Dominican dishes, as well as modern interpretations that reflect the evolving culinary landscape of the island. From hearty sancocho and savory mangu to flavorful empanadas and refreshing batidas, each dish will be prepared with care and attention to detail, using authentic ingredients and techniques to ensure an authentic dining experience. We will embrace the concept of "fast casual" dining, offering guests the convenience of quick service without compromising on quality or flavor. Whether guests choose to dine in, take out, or enjoy their meal on the go, they can expect dishes that are freshly prepared to order and bursting with the bold, tropical flavors of the Dominican Republic.

Customer Experience: The Dominican Spot Restaurant, customer experience will be paramount. From the moment guests walk through our doors to the moment they leave, we will strive to provide attentive and personalized service that exceeds expectations. Our friendly and knowledgeable staff will be passionate ambassadors of Dominican culture, sharing stories, offering recommendations, and ensuring that every guest feels welcomed and valued. We will create a vibrant and inviting atmosphere that captures the spirit of the Dominican Republic, with colorful decor, lively music, and warm hospitality. Whether guests are dining solo, with family, or with friends, they will find a welcoming space where they can relax, unwind, and enjoy the flavors of the island.

Community Engagement and Social Responsibility: As a responsible member of the community, we are committed to giving back and making a positive impact beyond our restaurant walls. We will actively seek opportunities to support local farmers, artisans, and producers, sourcing ingredients sustainably and ethically whenever possible. Additionally, we will partner with local organizations and charities to give back to those in need and support initiatives that align with our values and mission.

In conclusion, The Dominican Spot Restaurant will be more than just a place to grab a quick meal—it will be a culinary destination that celebrates the rich traditions, flavors, and hospitality of the Dominican Republic. With a dedication to authenticity, quality, and community, we are confident that our establishment will become a beloved fixture in the local dining scene, inviting guests to embark on a culinary journey that transports them to the sunny shores of the Caribbean.

Warm regards,



Jay Sabala

Cell (347) 262 5631

jsabala@me.com

If better is possible, then good is not enough

EXHIBIT G:

List of Businesses

- **The Dominican Spot – Fast Casual Restaurant**

EXHIBIT 'H'

