



COMMUNITY & ECONOMIC DEVELOPMENT

120 Malabar Rd. SE, Palm Bay, FL 32907

Phone: (321) 409-7187 | Email: EconDev@pbfl.org

COMMERCIAL PROPERTY ENHANCEMENT PROGRAM APPLICATION

Trattoria Bella
Applicant Name: Julia Kogutiak and Fabrizio Pintus
Applicant Telephone Number: 805) 450-5517 E-Mail: bella@mytrattoriabella.com
Mailing Address: 2155 Palm Bay Rd NE #1
Property Address: Palm Bay, FL, 32905
Property Owner Name: Julia K. Fabrizio P. Telephone: 805) 450 5517
Business Name (if applicable): Trattoria Bella
Brief description of improvements to be made: Extend roofing, add retractable shades

Total Estimated Project Cost: 19000 - 21000
Grant Funds Requested: 10000 \$

PLEASE ATTACH THE FOLLOWING (See Program Guidelines for more details):

- ☒ Copy of Deed/Proof of Ownership or Copy of Lease Agreement/Owner Authorization if applicant is a tenant or occupant on the property
- ☒ Copy of City Occupational/Business License (if applicable)
- ☒ Proof of property taxes paid on the property proposed for improvement, including current year's taxes, if due, and prior years
- ☒ Color Photographs/Slides of Current Condition
- ☐ Site Survey (required ONLY in the case of landscaping improvements)
- ☒ Estimates/quotes/bids for all costs associated with the project
- ☒ Complete, written scope of rehabilitation work
- ☒ Proof of insurance coverage. (Please ask your insurance agent to send the Accord Form)

GRANT CRITERIA:

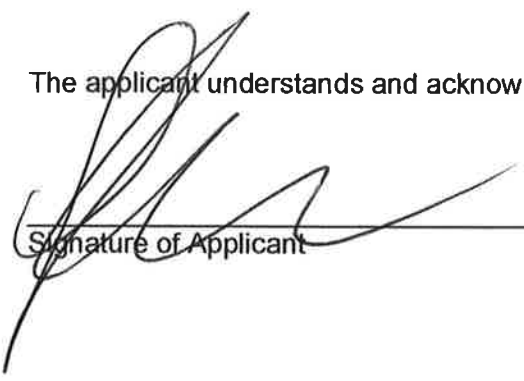
- Shall not be a residential property or home-based business.
- Business and/or property owner shall be in good standing and have all required licenses, to include a City of Palm Bay Business Tax Receipt.
- New construction is ineligible.
- Not for Profits are ineligible unless engaged in commercial lease with a for-profit business.
- Properties located within the boundaries of the Bayfront Community Redevelopment Area (CRA) will be given first priority over the funds.
- The property must be located within the City Commercial properties located within the City of Palm Bay limits; and in accordance with the Program Guidelines set forth below:
- Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building, in which case the lessee must be joined by an affidavit of the building owner with their consent to the program.
- All contracts for enhancement work must be in compliance with all applicable federal, state, and City of Palm Bay Code of Ordinances.
- If an eligible property has current code violations, the violations must be brought into compliance prior to reimbursement of funds.
- Any existing City liens must be satisfied prior to reimbursement of funds.
- Applicants shall apply for all required permits within sixty (60) days of award.
- Applicants shall be awarded a maximum of one (1) grant per fiscal year.

ELIGIBLE EXPENSES:

- Roof repair/replacement
- Installation of exterior permanent fixtures to include decorative lighting, fencing, and architectural features
- Exterior facade restoration
- Exterior painting
- Replacement of windows/glazing and doors
- Signage
- Awnings or canopies over doors, windows, or walkways
- Landscaping enhancements
- Asphalt removal/replacement and repaving/restriping
- Irrigation system and installation
- Dumpster enclosures

Contact the Community & Economic Development Department for questions related to this application.

The applicant understands and acknowledges the criteria required for grant approval.

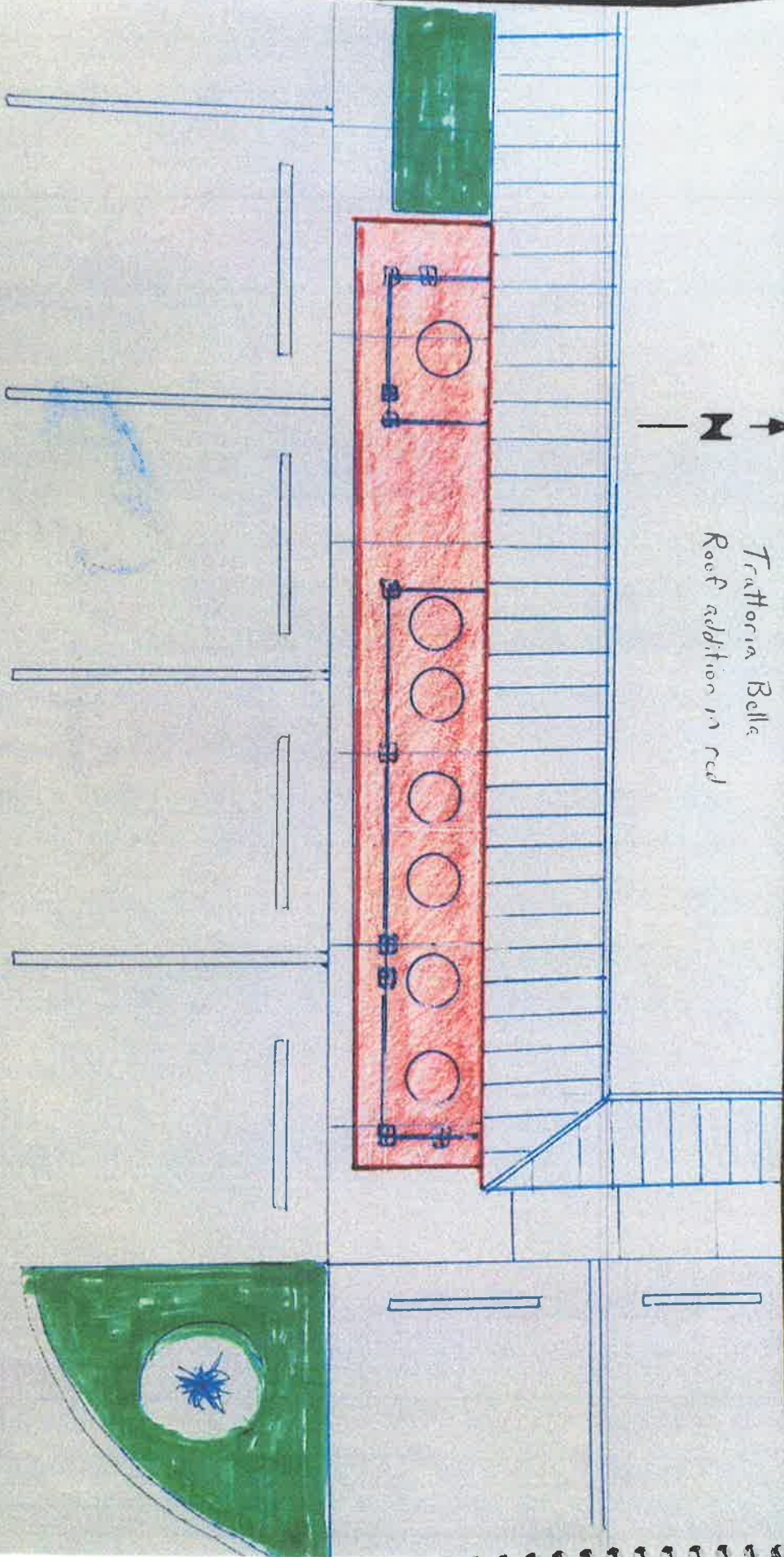

Signature of Applicant

02/28/24
Date





Trathoria Belle
Roof addition in red



Parking Lot

Prepared For

Trattoria Bella
(305) 450-5517

Residential Rehab Of Brevard

Palm Bay, Florida 32909
Phone: (321) 626-4845
Email: residentialrehab16@gmail.com

Estimate # 130

Date 02/26/2024

Description	Total
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Structure front overhang	\$19,548.00
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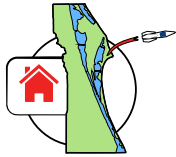
Remove existing materials that are in place to provide shade and privacy in order to construct wood and metal permanent overhang off of front of structure over outside dining area
Structure will consist of multiple 6x6 posts to support roof and 2x6 rafter style overhang with metal roofing to reflect existing buildings roof style
Rain gutters will also be incorporated to deflect runoff
Lighting will be non permanent type which is currently being used
Structue will be @ 15x30 ft.

Subtotal	\$19,548.00
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Total	\$19,548.00
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Deposit Due	\$9,774.00
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to avoid transaction fee of 3.49% you may pay by cash check or zelle Thank You !!

**REAL PROPERTY DETAILS**
Account 2831232 - Roll Year 2023

Owners	SUTTON PROPERTIES OF PALM BAY; II LLC
Mailing Address	PO BOX 60250 PALM BAY FL 32906
Site Address	1101 WOODLAKE DR NE UNIT DAYCAR PALM BAY FL 32905 2155 PALM BAY RD NE UNIT PLAZA PALM BAY FL 32905
Parcel ID	28-37-22-00-3.1
Taxing District	34U0 - PALM BAY
Exemptions	NONE
Property Use	1110 - RETAIL STORE - MULTIPLE UNITS
Total Acres	2.71
Site Code	0331 - PALM BAY ROAD
Plat Book/Page	0000/0000
Subdivision	--
Land Description	THE NORTH 400' OF SOUTH 532' OF EAST 327' OF W 1/2, SE 1/4 OF NE 1/4 EXC THE NORTH 188' OF THE WEST 72' PAR 6.1

**VALUE SUMMARY**

Category	2023	2022	2021
Market Value	\$1,184,310	\$916,700	\$871,380
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$1,008,370	\$916,700	\$871,380
Assessed Value School	\$1,184,310	\$916,700	\$871,380
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$1,008,370	\$916,700	\$871,380
Taxable Value School	\$1,184,310	\$916,700	\$871,380

SALES / TRANSFERS

Date	Price	Type	Instrument
12/21/2007	--	QC	5834/1410
10/01/1996	\$110,000	01	3655/4144
09/01/1976	--	PT	1665/0742

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 1950 - DAY CARE CENTER

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1978
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	WOOD TRUSS	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	2,400	Light Poles	1
Open Porch	744	Wood Deck	240
Utility Room	64	Paving - Asphalt	51,319
Total Base Area	2,400	Fence - Chain Link 4'	137
Total Sub Area	3,208	Fence - Vinyl 8'	645
		Fence - Chain Link 6'	298
		Wall - Concrete - Stucco	240
		Wall - Concrete - Block	240
		Paving - Concrete	912
		Dock Roof - Shingle	240
		Fence - Chain Link 8'	90

PROPERTY DATA CARD #2**Building Use:** 1110 - RETAIL STORE - MULTIPLE UNITS

Materials		Details	
Exterior Wall:	STUCCO , WALLCOVA	Year Built	1977
Frame:	MASNRYCONC , METALFRAME	Story Height	12
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	9
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	10,035	No Data Found	
Open Porch	2,620		
Utility Room	317		
Total Base Area	10,035		
Total Sub Area	12,972		
PROPERTY DATA CARD #3			
Building Use: 0213 - MANUFACTURED HOUSING - DOUBLE WIDE			
Materials		Details	
Exterior Wall:	VINYL/ALUMINUM	Year Built	2005
Frame:	WOOD FRAME	Story Height	8
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	FLAT/SHED	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	828	No Data Found	
Total Base Area	828		
Total Sub Area	828		

LEGAL DESCRIPTION:

Woodlake Plaza II - 2155 Palm Bay Road, NE; Palm Bay, FL 32905

Woodlake Childcare - 1101 Woodlake Drive, NE; Palm Bay, FL 32905

Legal Description: From a railroad spike marking the SouthEast corner of the North East one-quarter ($\frac{1}{4}$) Sec. 22, Twp. 28 South, Rge. 37 East, Brevard County, Florida, run N $0^{\circ}53'20''$ W 132.0 feet; thence run N $89^{\circ}50'33''$ West 664.88 feet to the Point of Beginning of the herein described parcel; thence continue N $89^{\circ}50'33''$ W 327.0 feet; thence N $0^{\circ}49'40''$ W 212.0 feet; thence run S $89^{\circ}50'33''$ E 72.0 feet; thence run N $0^{\circ}49'40''$ W 188.0 feet; thence run S $89^{\circ}50'33''$ E 255.0 feet; thence run S $0^{\circ}49'40''$ E 400.0 feet to the Point of Beginning, and containing 2.69 acres, more or less.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

TRATTORIA BELLA LLC

Filing Information

Document Number L21000238235

FEI/EIN Number 87-0832057

Date Filed 05/21/2021

Effective Date 05/20/2021

State FL

Status ACTIVE

Principal Address

2155 PALM BAY RD. NE

1

PALM BAY, FL 32905

Mailing Address

2155 PALM BAY RD NE

1

PALM BAY, FL 32905

Changed: 02/01/2022

Registered Agent Name & Address

KOGUTIAK, JULIA

2155 PALM BAY RD. NE

1

PALM BAY, FL 32905

Address Changed: 02/01/2022

Authorized Person(s) Detail

Name & Address

Title MGR

KOGUTIAK, JULIA
2155 PALM BAY RD. NE
1
PALM BAY, FL 32905

Title MGR

PINTUS, FABRIZIO
2155 PALM BAY RD. NE
1
PALM BAY, FL 32905

Annual Reports

Report Year	Filed Date
2022	02/01/2022
2023	01/31/2023
2024	02/07/2024

Document Images

02/07/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
05/21/2021 -- Florida Limited Liability	View image in PDF format

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2831232		34U0

Pay your taxes online at www.brevardtc.com

SUTTON PROPERTIES OF PALM BAY
II LLC
PO BOX 60250
PALM BAY, FL 32906-0250

1101 WOODLAKE DR DAYCAR

THE NORTH 400' OF SOUTH 532' OF
EAST 327' OF W 1/2, SE 1/4 OF NE 1/4
EXC
See Additional Legal on Tax Roll

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.0486	1,008,370	0	1,008,370	3,074.12
BREVARD LIBRARY DISTRICT	0.3467	1,008,370	0	1,008,370	349.60
BREVARD MOSQUITO CONTROL	0.1427	1,008,370	0	1,008,370	143.89
S BREVARD REC DIST	0.2286	1,008,370	0	1,008,370	230.51
SCHOOL - BY STATE LAW	3.1350	1,184,310	0	1,184,310	3,712.81
SCHOOL - BY LOCAL BOARD	0.7480	1,184,310	0	1,184,310	885.86
BPS VOTED TEACHER PAY	1.0000	1,184,310	0	1,184,310	1,184.31
SCHOOL - CAPITAL OUTLAY	1.5000	1,184,310	0	1,184,310	1,776.47
CITY OF PALM BAY	7.0171	1,008,370	0	1,008,370	7,075.83
ST JOHNS RIVER WATER MGMT DST	0.1793	1,008,370	0	1,008,370	180.80
FLA INLAND NAVIGATION DIST	0.0288	1,008,370	0	1,008,370	29.04
SEBASTIAN INLET DISTRICT	0.1066	1,008,370	0	1,008,370	107.49
ENV END LD/WTR LTD	0.0488	1,008,370	0	1,008,370	49.21
ENV END LD/WTR LTD(DBTP)	0.0163	1,008,370	0	1,008,370	16.44
S BREVARD REC DIST (DBTP)	0.0345	1,008,370	0	1,008,370	34.79
PALM BAY ROAD (DBTP)	0.9084	1,008,370	0	1,008,370	916.00
TOTAL MILLAGE 18.4894 AD VALOREM TAXES					\$19,767.17
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY	AMOUNT				
158 SOLID WASTE DISPOSAL	2,147.03				
PAY ONLY ONE AMOUNT IN BOXES BELOW NON-AD VALOREM ASSESSMENTS					\$2,147.03
If Paid By	Nov 30, 2023				
Please Pay	\$21,037.63				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2831232		34U0

Pay your taxes online at www.brevardtc.comRETURN
WITH
PAYMENT

SUTTON PROPERTIES OF PALM BAY
II LLC
PO BOX 60250
PALM BAY, FL 32906-0250

PAYING ONLINE VIA
E-CHECK IS FREE



"PAY ONLINE. NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2023				
Please Pay	\$21,037.63				

11/27/2023
Paid

Receipt # 000-24-00087633

\$21,037.63 Paid By Sutton Properties of Palm Bay II, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Progressive Advantage Business Program PO Box 5316 Binghamton NY 13902	CONTACT		
	NAME: Progressive Advantage Business Program		
	PHONE (A/C, No, Ext): (844) 306-4926	FAX (A/C, No):	
	E-MAIL ADDRESS: commercialservice@homesite.com		
	INSURER(S) AFFORDING COVERAGE		
INSURED Trattoria Bella LLC 2155 Palm Bay Rd NE Palm Bay FL 32905	INSURER A : Midvale Indemnity Company		NAIC # 27138
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 42538651524818

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	N	BP00014925	11/12/2023	11/12/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000					
		MED EXP (Any one person)	\$10,000					
		PERSONAL & ADV INJURY	\$1,000,000					
		GENERAL AGGREGATE	\$2,000,000					
		PRODUCTS - COMP/OP AGG	\$2,000,000					
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)						
	<input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED	BODILY INJURY (Per accident)						
	<input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS	PROPERTY DAMAGE (Per accident)						
	<input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED							
	<input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	AGGREGATE						
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>							
	(Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fast-Food Restaurant

CERTIFICATE HOLDER

CANCELLATION

CITY OF PALM BAY 120 MALABAR RD PALM BAY FL 32909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Robert McKinzie

From: Bernadette Joseph
Sent: Wednesday, March 6, 2024 10:40 AM
To: Robert McKinzie; Code Compliance
Cc: EconDev
Subject: RE: 2155 Palm Bay Road NE Suite #1, Palm Bay, FL 32905


Good Morning,

As of today, our record shows no open/active Code violations or Code liens for the above referenced property.

Have a Great Day - Be Safe!

THANK YOU,
Bernadette Joseph

City of Palm Bay
Code Compliance Division
120 Malabar Road SE
Palm Bay, FL 32907

 Phone: (321) 952-3430

 Email: Bernadette.Joseph@palmbayflorida.org



Palm Bay Web: www.palmbayflorida.org

Please let us know how effective we were in assisting you:
www.pbfl.org/GMFeedback

From: Robert McKinzie <Robert.McKinzie@palmbayflorida.org>
Sent: Wednesday, March 6, 2024 10:31 AM
To: Code Compliance <Code.Compliance@palmbayflorida.org>
Cc: EconDev <econdev@palmbayflorida.org>
Subject: 2155 Palm Bay Road NE Suite #1, Palm Bay, FL 32905

Good morning all,

We have received an application for the Commercial Property Enhancement Program (CPEP) and wanted to ensure that the subject property does not have any current violations or liens.

Subject property: 2155 Palm Bay Road NE Suite #1, Palm Bay, FL 32905 (Trattoria Bella is the applicant)


Thank you!
Robert



February 26, 2024

MEMORANDUM

TO: City of Palm Bay

FROM: Fred E. Sutton 
Manager, Sutton Properties of Palm Bay II, LLC

RE: Letter of Permission

Please accept this letter as permission for Trattoria Bella, LLC to perform construction work per the submitted enhancement improvement plan attached specific to installation of an additional roof at 2155 Palm Bay Road NE Suite #1, Palm Bay, FL 32905.

If you have any questions, please call me #321-725-1240.

Thank you.

STATE OF FLORIDA
COUNTY OF BREVARD

Before me personally appeared Fred Sutton well known to me and the person described in and who executed the foregoing instrument, and acknowledged to and before me that Fred Sutton executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 26th of February, 2024.




Notary Public ... Summer A. Blanding Dobbs
State of Florida

My Commission Expires:

Attached:
Legal Description
Enhancement Proposal

11 FP

LEASE

THIS LEASE AGREEMENT, dated July 6, 2021, by and between Sutton Properties of Palm Bay II, LLC, a Florida Limited Liability Company with its principal office at P.O. Box 060250, Palm Bay, Florida 32906, hereinafter called the **LESSOR**, and Trattoria Bella, LLC, a Florida Limited Liability Company, with its principal office located at 2155 Palm Bay Road, NE; Suite #1; Palm Bay, FL 32905, hereinafter called the **LESSEE**.

WITNESSETH:

The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor, the following described property, sometimes hereinafter referred to as the leased premises to-wit:



Space designated as a portion of the Woodlake Village Plaza II, Suite 1 comprising approximately 1,500 square feet, as shown on Exhibit "A" attached hereto and made a part hereof, being located at the following address: 2155 Palm Bay Road, NE; Suite #1, City of Palm Bay, County of Brevard, State of Florida, including: As per present status.

1. **TERM:** Lessee to have and to hold above described premises for a term of Five (5) years commencing on July 6, 2021, on the terms and conditions as set forth herein.

2. **USE AND POSSESSION:** It is understood that the leased premises are to be used for restaurant purposes and for no other purpose without prior written consent of Lessor. Lessee shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. The Lessor covenants and agrees to have the leased premises completed and ready for possession on or before the above commencement date, barring strikes, insurrections, Acts of God and other casualties or unforeseen events beyond the control of the Lessor. Lessee agrees to accept possession of said leased premises within ten days from the receipt of notice by the Lessor of completion. The Lessee, at the expiration of the term, shall deliver up the leased premises in good repair and condition, damages beyond the control of the Lessee, reasonable use, ordinary decay, wear and tear excepted.

3. **RENT:** Lessee hereby covenants and agrees to pay, together with and all sales and use taxes levied upon the use and occupancy of the leased premises, as set forth in Paragraph Five, during the term hereof, to the Lessor, in advance and beginning on the commencement date of this Lease and on the first day of each and every month thereafter for the next twelve month period, a base rent of \$2,400.00 plus 6.5% tax in the amount of \$156.00 for a total monthly rent of \$2,556.00. Lessor agrees to give Lessee three (3) months free rent (August 2021, September 2021 and October 2021).

Rent will be paid to Lessor at P.O. Box 060250, Palm Bay, FL 32906-0250.



Monthly base rent will be adjusted annually in the manner set forth in Paragraph Four. If Lessee's possession commences on other than the first day of the month, Lessee shall occupy the leased premises under the terms, conditions and provisions of this Lease, and the pro-rata portion of the monthly rent for said month shall be paid and the term of this Lease shall commence on the first day of the month following that in which possession is given.

4. RENT ADJUSTMENT: On January 1st of each year, the monthly rental provided in paragraph 3 shall be increased by the "rent adjustment". The "rent adjustment" shall be computed by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designating "Consumer Price Index - 1967 Equals 100 All Items", as revised, hereinafter called the "Consumer Price Index". The quote "rent adjustment" for January 1st of each year shall be computed by the following formula:

i = Consumer Price Index for January 1 of the preceding year.

I = Consumer Price Index for January 1 for the rent adjustment year, provided, however, that if this figure should decline from the highest figure theretofor used in computing the "rent adjustment" then the highest figure shall be used instead. If the Consumer Price Index for January 1 of any year shall be lower than such Index for January 1 of the preceding year, the rent adjustment for the applicable renewal term shall be zero.

$\frac{I - i}{i}$ multiplied by Annual Rent = "Rent Adjustment"

The "rent adjustment" shall be divided by 12 and the quotient shall be added to each monthly installment. If the Bureau of Labor Statistics shall change the method of determining the Consumer Price Index, the formula for determining "rent adjustment" shall be altered or amended, if possible, so as to continue the base period and base figure. Notwithstanding; however, the minimum increase per year shall be not less than 3%. Said increase to be effective January 1, 2022.

5. SALES AND USE TAX: The Lessee hereby covenants and agrees to pay monthly, as additional rent any sales, use or other tax, excluding State and/or Federal Income Tax, now or hereafter imposed upon rents by the United States of America, the State, or any political subdivisions thereof, to the Lessor, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor.

6. NOTICES: For purpose of notice or demand, except as otherwise permitted by applicable Florida Statutes, the respective parties shall be served by certified or registered mail, return receipt requested, addressed to the Lessee or to the Lessor at their respective principal office addresses as set forth herein.

TH FY

6. **NOTICES:** For purpose of notice or demand, except as otherwise permitted by applicable Florida Statutes, the respective parties shall be served by certified or registered mail, return receipt requested, addressed to the Lessee or to the Lessor at their respective principal office addresses as set forth herein.

7. **ORDINANCES AND REGULATIONS:** The Lessee hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Officers or Boards of the City, County or State having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at Lessee's sole cost and expense, but only insofar as any of such rules, ordinances and regulations pertain to the manner in which the Lessee shall use the leased premises; the obligation to comply in every other case, and also all cases where such rules, regulations and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by Lessor, and Lessor covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which Lessee has not herein expressly agreed to comply.

8. **SIGNS:** The Lessee will not place any signs or other advertising matter or material on the exterior or on the interior, where possible to be seen from the exterior, of the leased premises or of the building in which the leased premises are located, without the prior written consent of the Lessor. Any lettering or signs placed on the interior of said building shall be for directional purposes only, and such signs and lettering shall be of a type, kind, character and description to be approved by Lessor.

9. **SERVICES:** Lessor shall provide all common maintenance at no expense to the Lessee including gardening and landscaping, cost of Lessor's insurance, removal of garbage and other refuse, painting of building exterior, maintenance of parking lot, and the maintenance of common water and sewer lines. Lessor shall also provide a reasonable amount of free parking for Lessee's employees and visitors on a non designated basis. Lessee is responsible for their pro-rata share (based on square footage) of the common area electric bill and will reimburse Lessor on a quarterly basis.

10. **ALTERATIONS:** Lessee, by occupancy hereunder, accepts the leased premises as being in good repair and condition. Lessee shall maintain leased premises and every part thereof in good condition, damages by causes beyond the control of the Lessee, reasonable use, ordinary decay and wear and tear excepted. Lessee shall not make or suffer to be made any alterations, additions or improvements to or of the leased premises or any part thereof without prior written consent of Lessor, which consent the Lessor covenants and agrees shall not be unreasonably withheld. In the event Lessor consents to the proposed alterations, additions, or improvements, the same shall be at Lessee's sole cost and expense, and Lessee shall hold the Lessor harmless on account of the cost thereof. Any such alterations shall be made at such times in such manner as not to unreasonably interfere with the occupation, use and enjoyment of the remainder of the building by the other tenants thereof. If required by

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Lessor, such alterations shall be removed by Lessee upon the termination or sooner expiration of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense.

11. QUIET ENJOYMENT: The Lessor covenants and agrees that Lessee, on paying said monthly rent and performing the covenants herein, shall and may peaceably and quietly hold and enjoy the said leased premises and common areas, including but not limited to parking areas, sidewalks, entrances, exits, lobbies, restrooms, and lounges for the term aforesaid.

12. LESSOR'S RIGHT TO INSPECT AND DISPLAY: The Lessor shall have the right, at reasonable times during the term of this Lease, to enter the leased premises for the purpose of examining or inspecting same and of making such repairs or alterations therein as the Lessor shall deem necessary. The Lessor shall also have the right to enter the leased premises at all reasonable hours for the purpose of displaying said premises to prospective tenants within ninety days prior to termination of this lease.

13. DESTRUCTION OF PREMISES:

(a) If the leased premises are totally destroyed by fire or other casualties, both the Lessor and Lessee shall have the option of terminating this Lease or and renewal thereof, upon giving written notice at any time within thirty days from the date of such destruction, and if the Lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

(b) If such leased premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this Lease within the provisions of paragraph (a) above or (c) below, then the Lessor agrees, at Lessor's sole cost and expense, to restore the leased premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and completed without delay on the part of the Lessor and in any event shall be accomplished within one hundred fifty days from the date of the fire or other casualty. In such case, all rents paid in advance shall be proportioned as of the date of damage or destruction and all rent thereafter accruing shall be equitable and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration or repair, except that in the event the destruction or damage is so extensive as to make it unfeasible for the Lessee to conduct Lessee's business on the leased premises, the rent shall be completely abated until the leased premises are restored by the Lessor or until the Lessee resumes use and occupancy of the leased premises, whichever shall first occur. The Lessor shall not be liable for any inconvenience or interruption of business of the Lessee occasioned by fire or other casualty.

(c) If the Lessor undertakes to restore, rebuild or repair the premises, and such restoration, rebuilding or repair is not accomplished within one hundred fifty days,

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and such failure does not result from causes beyond the control of Lessor, the Lessee shall have the right to terminate this Lease by written notice to the Lessor within thirty days after expiration of said one hundred fifty day period.

(d) Lessor shall not be liable to carry fire, casualty or extended damage insurance on the person or property of the Lessee or any person or property which may now or hereafter be placed in the leased premises.

14. CONDEMNATION: If during the term of this Lease or any renewal thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then, in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event last occurs. Upon such occurrence the rent shall be proportioned as of such date and any prepaid rent shall be returned to the Lessee. The Lessor shall be entitled to the entire award for such taking except for any statutory claim on the Lessee for injury, damage or destruction of Lessee's business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this Lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of the leased premises taken. In no event shall the Lessor be liable to the Lessee for any business interruption, diminution in use or for the value of any unexpired term of this Lease.

15. ASSIGNMENT AND SUBLEASE: The Lessee covenants and agrees not to encumber or assign this Lease or sublet all or any part of the leased premises without the written consent of the Lessor, which consent the Lessor covenants and agrees shall not be unreasonably withheld. Such assignment shall in no way relieve the Lessee from any obligations hereunder for the payment of rents or the performance of the conditions, covenants and provisions of this Lease.

In no event shall Lessee assign or sublet the leased premises for any terms, conditions and covenants other than those contained herein. In no event shall this Lease be assigned or be assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency or reorganization proceedings. Lessor shall not be liable nor shall the leased premises be subject to any mechanics, materialmans, or other type liens and Lessee shall keep the premises and property in which the leased premises are situated free from any such liens and shall indemnify Lessor against and satisfy any such liens which may obtain because of Acts of Lessee notwithstanding the foregoing provision.

16. HOLDOVER: It is further covenanted and agreed that if the Lessee, any assignee or sublessee shall continue to occupy the leased premises after the termination of this Lease (including a termination by notice under Paragraph Twenty-

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three), without prior written consent of the Lessor, such tenancy shall be Tenancy at Sufferance. Acceptance by the Lessor of rent after such termination shall not constitute a renewal of this Lease or consent to such occupancy nor shall it waive Lessor's right of reentry or any other right contained herein.

17. SUBORDINATION: This Lease shall be subject and subordinated at all times to the liens of any mortgages or deeds of trust in any amount or amounts whatsoever now existing or hereafter encumbering the leased premises, without the necessity of having further instruments executed by the Lessee to effect such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand, such further instruments evidencing such subordination of this Lease to such liens of any such mortgages or deeds of trust as may be requested by Lessor. So long as the Lessee hereunder shall pay the rent reserved and comply with, abide by and discharge the terms, conditions, covenants, and obligations on its part, to be kept and performed herein and shall attorn to any successor in title, notwithstanding the foregoing, the peaceable possession of the Lessee in and to the leased premises for the term of this Lease, shall not be disturbed, in the event of the foreclosure of any such mortgage or deed of trust, by the purchaser at such foreclosure sale or such purchaser's successor in title.

18. INDEMNIFICATION: The Lessor shall not be liable for any damage or injury to any person or property whether it be the person or property of the Lessee, the Lessee's employees, agents, guests, invitee or otherwise by reason of Lessee's occupancy of the leased premises or because of fire, flood, windstorm, Acts of God or for any other reason. The Lessee agrees to indemnify and save harmless the Lessor from and against any and all loss, damage, claim, demand, liability or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of said leased premises by the Lessee or by reason thereof or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the leased premises providing, however, that Lessee shall not indemnify as to the loss or damage due to fault of Lessor.

19. CONSTRUCTION OF LANGUAGE: The terms lease, lease agreement or agreement shall be inclusive of each other, also to include renewals, extensions or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and in the singular shall be held to include the plural and the plural to include the singular, when the sense requires. The paragraph headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

20. DEFAULT: In the event the Lessee shall default in the payment of rent or any other sums payable by the Lessee herein, and such default shall continue for a period of ten days, or if the Lessee shall default in the performance of any other covenants or agreements of this Lease and such default shall continue for thirty days after written notice thereof, or if the Lessee should become bankrupt or insolvent or any

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debtor proceedings be taken by or against the Lessee, then and in addition to any and all other legal remedies and rights, the Lessor may declare the entire balance of the rent for the remainder of the term to be due and payable and may collect the same by distress or otherwise and Lessor shall have a lien on the personal property of the Lessee which is located in the leased premises and in order to protect its security interest in the said property, Lessor may, without first obtaining a distress warrant, lock up the leased premises in order to protect said interest in the secured property, or the Lessor may terminate this lease and retake possession of the leased premises, or enter the leased premises and re-let the same without termination, in which later event the Lessee covenants and agrees to pay any deficiency after Lessee is credited with the rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession), or the Lessor may resort to any two or more of such remedies or rights, and adoption of one or more such remedies or rights shall not necessarily prevent the enforcement of others concurrently or thereafter.

The Lessee also covenants and agrees to pay reasonable attorney's fees and costs and expenses of the Lessor, including court costs, if the Lessor employs an attorney to collect rent or enforce other rights of the Lessor herein in event of any breach as aforesaid and the same shall be payable regardless of whether collection or enforcement is effected by suit or otherwise.

21. **SUCCESSORS AND ASSIGNS:** This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.

22. **NON-WAIVER:** No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Lease.

23. **AUTOMATIC RENEWAL:** This Lease shall stand renewed for successive additional terms of Five (5) years unless Lessee shall, not less than **one hundred eighty (180)** days prior to the end of the term hereof, or not less than **one hundred eighty (180)** days prior to the end of any renewal term, by written notice to the Lessor, terminate the same. Failure of Lessee to serve such written notice of termination to the Lessor shall extend the term for an additional period of Five (5) years and obligate the Lessee to all of the terms and conditions hereof for such renewal term, including the obligation to pay rent therefor, as set forth herein.

24. **SECURITY DEPOSIT:** The Lessee, concurrently with the execution of this Lease, has deposited with the Lessor the sum of \$2,556.00 the receipt being hereby acknowledged, which sum shall be retained by Lessor as security for the payment by the Lessee of the rent herein agreed to be paid and for the faithful performance of the covenants of this Lease. If at any time the Lessee shall be in default in any of the provisions of this Lease, the Lessor shall have the right to use said deposit, or so much thereof as may be necessary in payment of any rent in default aforesaid and/or in payment of any expense incurred by the Lessor in and about the curing of any default

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by said Lessee, and/or in payment of any damages incurred by the Lessor by reason of such default of the Lessee, or at the Lessor's option, the same may be retained by the Lessor in liquidation of part of the damages suffered by the Lessor by reason of the default of the Lessee. In the event that said deposit shall not be utilized for any such purpose, then such deposit shall be applied to the rent last due for the term of this Lease or any renewal term thereof. Said deposit shall not bear interest.

25. **REPAIRS:** Lessor shall not be required to make any repairs or improvements of any kind upon the Demised Premises except for necessary exterior structural repairs. Lessee shall, at its own cost and expense, take good care of and make necessary repairs, structural and otherwise to the interior of the Demised Premises, and the fixtures and equipment therein and appurtenances thereto, including exterior and interior windows, doors and entrances, storefronts, signs, showcases, floor coverings, interior walls, columns, and partitions; and lighting, heating, plumbing and sewerage facilities and air conditioning equipment.

26. **CARPET PROTECTORS:** Lessee agrees to place carpet protector devices under all desk chairs in order to protect the carpet.

27. **IMPACT FEE:** It is understood that there is currently on record with the City of Palm Bay projected water and sewer uses with regards to the demised premises. Lessor has previously paid to the City of Palm Bay an impact fee based upon such projected usage. Should the actual usage of water and sewer by Lessor hereunder increase over and above the projected usage and should the City of Palm Bay assess an additional impact fee against the Lessor as a result of such increased usage, Lessee shall be and become responsible for any increased impact fee. Such increase shall be due and payable as additional rent hereunder and shall be paid by Lessee to Lessor within twenty (20) days after submission of invoice for said amount.

28. **PAST DUE RENTS:** (a) If Lessee shall fail to pay any rents, additional rents or other charges characterized herein as additional rent when the same become due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the highest legal rate of interest chargeable to individuals in the State where the Retail Center is located (b) In addition thereto, if Lessee shall fail to pay any rents additional rents, or other charges, after same become* due and payable, then Lessee shall also pay to Lessor a monthly late payment service charge (covering administrative and overhead expenses) equal to the greater of

(i) Fifty Dollars (\$50.00) or

(ii) One percent (1%) of the unpaid sum per day for each calendar day or part thereof after the due date of such payment during said month that such payment has not been received by Lessor.

The provisions herein for late payment service charges shall not be construed to extend the date for payment of any sums required to be paid by Lessee hereunder or to relieve

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Lessee of its obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the imposition of such service charges pursuant to this subsection (b), Lessee shall be in default under this Lease if any or all payments required to be made by Lessee are not made at the time therein stipulated and neither the demand nor collection by Lessor of such late payment service charges shall be construed as a cure for such default on the part of the Lessee.

*Lessor permits a five (5) day grace period.

In addition to the above referenced late payment service charge, Lessee is also responsible for paying Lessor a three day notice charge in the amount of \$50.00 if Lessor has provided said three day notice to Lessee.

29. This information is being provided as requires by Florida Statute 404.056.

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.

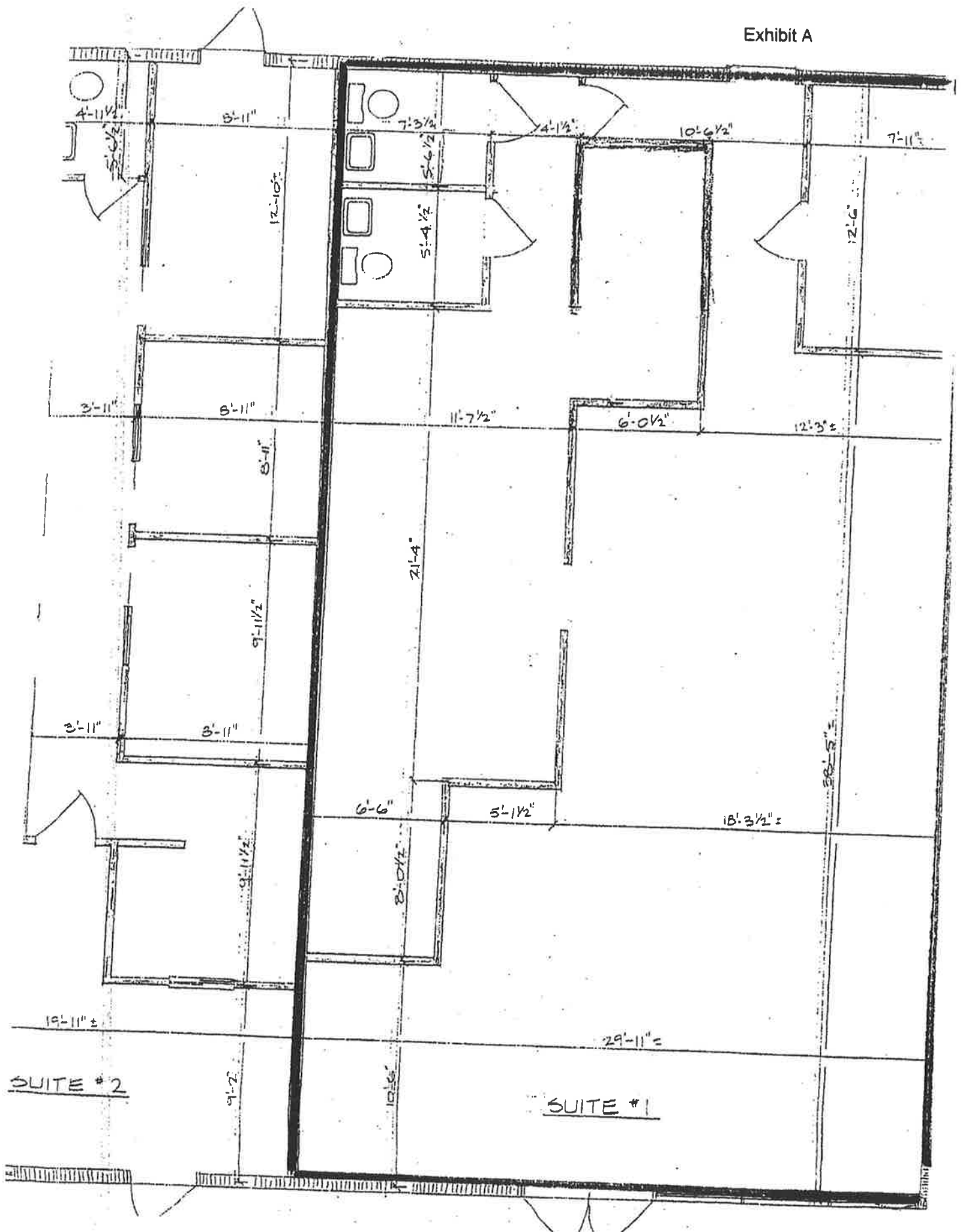
30. **CONFIDENTIALITY:** Lessee shall not disclose the terms of this agreement to any person.

31. **HAZARDOUS SUBSTANCES:** The term "Hazardous Substances" as used in this lease shall include, without limitation: flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Lessee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the premises arising from Lessee's use, generation, release, manufacture, refinement, production, processing, storage or disposal of any Hazardous Substance which violates any federal, state or local law, ordinance or regulation now or hereafter enacted related to environmental conditions without Lessor's prior written consent, which consent may be withdrawn, conditioned, or modified by Lessor in its sole and absolute discretion.

Lessee shall indemnify, defend and hold Lessor, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees harmless from all fines, suits, procedures, claims, clean-up and actions of every kind, and all costs associated therewith, including attorney's and consultant's fees, arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances by Lessee, at or from the premises, or which arises at any time from


Exhibit A



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Signed and sealed in the
presence of:

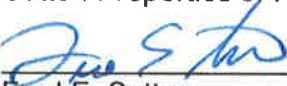
Lessee: Trattoria Bella, LLC



Julia Kogutiak, 07/06/2021
Manager Date

Signed and sealed in the
presence of:

Lessor:
Sutton Properties of Palm Bay II, LLC



Fred E. Sutton, 7/6/2021
Manager Date

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IS STRONGLY URGED TO SECURE INSURANCE TO PROTECT LESSEE AND LESSEE'S PROPERTY.

34. **CONTENTS INSURANCE:** Lessor encourages Lessee to obtain appropriate Contents and Liability coverages due to the fact that Lessor does not provide said coverages.

35. **SECURITY:** Lessor does not provide and has no duty to provide security services for Lessee's protection. Lessee must look solely to the public police for such protection. Lessor is not liable for failure to provide security services to protect Lessee and Lessee's guests, invited or uninvited, from the criminal or wrongful acts of Lessor's employees, agents or third parties. If, from time to time, Lessor elects to provide security services, those services are only for the protection of Lessor's property and will not constitute a waiver of, or in any manner modify, this disclaimer.

36. **LIABILITY:** Lessor shall not be liable for any damage, loss, or injury to persons or property of Lessee occurring within Lessee's premises, whether caused by Lessor or another party. Lessee is responsible to obtaining appropriate casualty and liability insurance to protect against any loss to personal property of Lessee. **LESSEE IS STRONGLY URGED TO SECURE INSURANCE TO PROTECT LESSEE AND LESSEE'S PROPERTY.**

37. LESSOR agrees not to lease to another restaurant at Woodlake Village Plaza II (2155 Palm Bay Road, NE; Palm Bay, FL 32905).

38. LESSOR will allow Lessee to have outdoor dining tables and chairs, however; Lessee must obtain approval from the City of Palm Bay, if necessary.

39. LESSOR agrees to void the personal guarantee of Fabrizio Pintus and Julia Kogutiak upon their fulfilling the first five (5) years of the said Lease. Beginning the sixth (6) year of the Lease the only guarantor will be Trattoria Bella, LLC.

Also, Lessor agrees to replace A/C unit #10-Trane 3 ton unit once it is determined that replacement is necessary.

IN WITNESS WHEREOF, Lessee and Lessor have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

Signed and sealed in the presence of:

Lessee: Trattoria Bella, LLC



Fabrizio Pintus,
Manager

7/6/21
Date

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Lessee's use or occupancy of the premises, or from Lessee's failure to comply with or satisfy government required action on the matter.

The Premises shall not be used for any dangerous, noxious, or offensive trade or business or for any purpose, trade or business that will adversely affect the Indoor Air Quality for the Premises or building (including common areas);

Lessee will at all times use and operate the Premises in such a manner as to minimize the risk of Indoor Air Quality problems, "sick-building syndrome", and/or any diagnosable illness that can be identified and attributed directly to contaminants in the building;

Lessee will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor and/or outdoor sources, emission of biological contaminants;

Lessee will assure adequate ventilation and operation of any HVAC systems and/or office equipment under its control;

Lessee will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Premises, and will take all steps necessary to prevent the release of such contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents);

Lessee will not bring, generate, treat, store, or dispose of any chemicals, materials, or other potential pollution sources without Lessor's prior consent. Notwithstanding the foregoing, the levels of these chemicals, materials, or other potential pollution sources shall not exceed legal limits.

Lessee's obligations and liabilities under this paragraph shall survive the termination of this lease.

32. EXTERIOR INSTALLATIONS: Lessee shall not install, or cause to be installed, any improvement to the exterior of the building, including the roof, without the express written consent of Lessor, which consent Lessor may withhold in its sole discretion. Any installation shall be at Lessee's sole cost and expense. Lessee shall not permit the filing of any lien as a result of such installation. Lessee shall reimburse Lessor for any costs involved by Lessor in review of such possible installation. Costs to be reimbursed to Lessor shall include, but not limited to, architectural and engineering fees associated with the analysis of load calculations, wind considerations, etc.

33. LIABILITY: Lessor shall not be liable for any damage, loss, or injury to persons or property of Lessee occurring within Lessee's premises, whether caused by Lessor or another party. Lessee is responsible to obtaining appropriate casualty and liability insurance to protect against any loss to personal property of Lessee. **LESSEE**

GUARANTEE

In order to induce Lessor to execute the foregoing Lease (the "Lease") covering space set forth in the foregoing Lease and dated 7/16/2021, by and between **Trattoria Bella, LLC and Sutton Properties of Palm Bay II, LLC** to which this Guarantee is an integral part thereof, the under-signed hereby guarantees the payment and performance of all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Lessee under the terms of the Lease, or any renewal thereof, or the exercise of any option thereunder, after default by Lessee in the payment of such obligations, as if the undersigned had executed the Lease as Lessee thereunder.

The undersigned hereby waives notice of acceptance of this guarantee and waives diligence, presentment and suit on the part of the Lessor in the enforcement of any liability, obligation or duty guaranteed hereby.

The undersigned further agrees that Lessor shall not be first required to enforce against Lessee or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Lessor to enforce any liability, obligation or duty guaranteed hereby without joinder of Lessee or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Lessee by Lessor or agreed upon by Lessor and Lessee, and shall not be affected by any termination of the Lease to the extent that Lessee thereafter continues to be liable thereunder. Lessor and Lessee, without notice to or consent by the undersigned, may at any time and from time to time enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate and the undersigned shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Lessee under the Lease as so modified, extended or amended.

Jurisdiction for any litigation under this guarantee shall be in the Circuit Court of Brevard County, Florida.

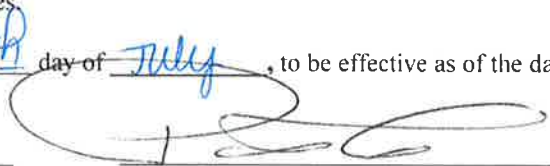
The undersigned agrees that if Lessor shall employ counsel to present, enforce or defend any or all of Lessor's rights or remedies hereunder, or defend any action brought by any guarantor, whether suit is brought or not, then, in any such event, the undersigned shall pay any attorney's fees and expenses incurred by Lessor in such connection, if Lessor is the prevailing party.

This agreement shall be binding upon the undersigned and the respective heirs, successors in interest and legal representatives of the undersigned, and shall inure to the benefit of Lessor and his heirs, successors in interest and legal representatives.

EXECUTED this 16th day of July, to be effective as of the date of the Lease.



Witness Signature



Fabrizio Pintus, Guarantor



Witness Signature



Witness Signature



Julia Kogutiak, Guarantor



Witness Signature



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

Business Name: Trattoria Bella LLC
Location Address: 2155 PALM BAY RD NE # 1

Business Registration # BR-18345

License Number: OL21-26587
Classification: Restaurant
Issued: August 17, 2023
Expires: October 1, 2024
Restriction:
Comments:

*** * * COPY * * ***

BELOW IS YOUR BUSINESS TAX RECEIPT

PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION

Trattoria Bella LLC
Fabrizio Pintus
14098 PACIFIC POINT PL APT 212
DELRAY BEACH, FL 33484



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

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Location Address: 2155 PALM BAY RD NE # 1

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