

**Commercial Lease Agreement**

This Commercial Lease Agreement ("Lease") is made and effective this 9<sup>th</sup> day of 11/6, 2018, ("Effective Date") by and between the **Delray Beach Community Redevelopment Agency**, a Florida public body, corporate and politic, created pursuant to Section 163.356 F.S. ("Landlord") and **Emanuel Jackson Sr. Project, Inc.**, a Florida not-for-profit corporation ("Tenant").

Landlord is the owner of land and improvements located at 700 West Atlantic Ave., Delray Beach, FL and legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, less the North Twenty (20') feet thereof, Block 5 of Subdivision of Block 5, Delray Beach, Florida, according to the Plat thereof, recorded in Plat Book 23, Page 72, Public Records of Palm Beach County, Florida.

Landlord makes available for lease that portion of the real property included within the Building designated as Unit 700 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a two (2) year term (the "Lease Term") commencing upon January 15, 2018 (the "Commencement Date"), and ending on or before January 14, 2020.

**2. Rent.**

A. Tenant shall pay to Landlord, total rent (the "Rent") in the amount of Two Dollars and 00/100 (\$2.00) (the "Rent") paid on the Commencement Date.

B. Any fees or charges incurred by Landlord to enforce any provision of this Lease, to repair any damage, or to pay any costs that Tenant fails to pay shall be considered additional rent.

C. **Security Deposit.** At the time of execution of the Lease, Tenant shall deposit with Landlord the sum of Five Hundred and 00/100 Dollars (\$500.00). This Security Deposit shall be submitted to Landlord by certified check, cashier's check, money order, or cash simultaneously with the execution of this Lease. Said sum shall be held by Landlord, as security for the faithful performance by Tenant of all terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Term hereof. In the event of a breach of the Lease by Tenant, all of the Security Deposit as of the date of Tenant's breach shall be retained by Landlord to be applied toward the payment of any Rent, or additional sum due hereunder by Tenant, or to any loss or damage sustained by Landlord due to any breach by the Tenant, any excess deposit shall be returned to the Tenant forthwith upon termination of the Lease. The amount retained by

Landlord shall in no way be construed as liquidated damages, and Landlord does not waive its right to seek additional damages from Tenant for any loss or damages sustained due to Tenant's breach. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit.

D. TAXES: Upon receipt of notice from the Landlord, Tenant shall pay the taxes imposed on the real property, if any, as well as any fixtures or other personal property located on the premises. Tenant shall at all times be responsible for Florida Sales Tax arising out of or associated with this Lease Agreement. In the event Tenant is tax exempt, Tenant shall provide Landlord a copy of the tax exemption certificate at the time of execution of this Lease.

### **3. Use**

Tenant shall only use the Leased Premises for the headquarters of the Tenant's business, and as a centralized location to hold meetings, engage students in leadership development, and related mentoring activities. The Tenant shall not utilize any portion of the adjoining sidewalks, landscaped space, exterior space, or parking lot for any type of business related activities, functions, or gatherings, without the prior approval of the CRA Board of Commissioners. Any outdoor use or event shall be operated in conformance with applicable State, County, and City laws, rules, ordinances, and regulations.

### **4. Sublease and Assignment.**

Tenant shall not have the right to assign this Lease.

### **5. Maintenance and Repairs.**

A. During the Lease term, and as additional consideration for the Landlord's agreement to lease the Leased Premises to Tenant, Tenant shall make, at Tenant's expense all of the required tenant build-out. Tenant shall provide any construction plans, drawings, and documents to Landlord for the Landlord's review prior to commencing any construction. The Landlord will endeavor to review any construction plans, drawings, and documents provided by Tenant, and within ten (10) days advise Tenant as to any necessary revisions, approval, or other comments.

B. Obligations. Tenant has examined and inspected the Leased Premises, is satisfied with the physical condition of same and accepts same in its present "as is" physical condition. Throughout the term of this Lease, Tenant covenants and agrees to keep and maintain all portions of the real property and Leased Premises which it occupies in good order, condition and repair and to promptly make all repairs or replacements becoming necessary during the term of the Lease.

C. Maintenance and Repair. At Tenant's expense, Tenant shall perform all other maintenance and repairs necessary to maintain the interior and improvements in a first-class operating condition and repair, ordinary or extraordinary, including the window glass, plate glass, store fronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds as well as all interior walls, floors, ceilings and floor coverings. Tenant's responsibility shall also include; the replacement, servicing, repair and maintenance of equipment and fixtures at the Property, including the heating, ventilation, and air-conditioning systems and changing filters, plumbing pipes, soil lines and fixtures. Landlord shall be responsible for the maintenance and repairs of the exterior including sidewalks, curbs, parking lots, parking spaces, landscaping, and irrigation. Tenant shall provide Landlord with immediate written notification of all damage to the Property.

After notification and approval by Landlord, repairs shall be made promptly at Tenant's expense so as to restore said improvement to its previous condition. If Tenant refuses or neglects to commence the necessary repairs within ten (10) days after the written reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default under this Lease. Tenant's failure to give, or unreasonable delay in giving, notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay or needed repairs.

D. Upkeep and Sanitation. Tenant shall keep the Property broom clean, sanitary and in compliance with all health and safety laws, ordinances and requirements applicable to Tenant of any legally constituted public authority. Cleaning includes removing of any trash or refuse deposited in the Property by Tenant, Tenant's customers or anyone else (except Landlord or its agents, employees or contractors). Tenant shall employ, if Landlord reasonably determines it is necessary, a reputable pest extermination company at regular intervals.

## **6. Alterations and Improvements.**

A. Tenant, at Tenant's expense, shall have the right only after obtaining Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials and the additions, improvements, replacement or alterations are not structural in nature. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

Tenant agrees that it shall not (a) demolish or undertake any structural alterations of any of the building or other improvements erected upon or otherwise comprising the Leased Premises, or (b) make any other alterations which would change the character of the building or other improvements comprising the Leased Premises or which would weaken, impair or otherwise in any way affect the structural aspects of integrity or lessen the value of the Leased Premises and/or the building and other improvements comprising of the Leased Premises.

With respect to any alterations permitted to be made by Tenant pursuant to this Agreement, Tenant shall (a) pay all costs, expenses and charges thereof, (b) make the same in accordance with all applicable laws and building codes in a good and workmanlike manner, (c) cause the same to be performed by qualified contractors who shall not create any labor or other disturbance at the Leased Premises while performing same, (d) fully and completely indemnify and hold harmless Landlord from and against any mechanic's liens or other liens or claims in connection with the making thereof and (e) by reason of such alterations, not thereby and (f) by reason of such alterations, not thereby reduce the economic value of the Leased Premises.

All alterations, improvements and additions to the Leased Premises permitted to be made by Tenant hereunder, shall be made in accordance with all applicable laws and plans and specifications previously submitted to Landlord for Landlord's approval, which approval shall not

be unreasonably withheld or delayed, and except for removable trade fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good order and condition as they were when installed, reasonable wear or tear excepted.

In the event in the making of such alteration, improvements and additions as herein provided, Tenant further agrees to indemnify and hold harmless Landlord from and against all costs, expenses, liens, claims, and damages.

## **7. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant and Landlord shall, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

C. Insurance for Required Repairs: Tenant shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Required Repairs being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Tenant's performance and furnishing of the Required Repairs and Tenant's other obligations under the Lease, whether it is to be performed or furnished by Tenant, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. Before starting and during the term of this Contract, the Tenant shall procure and maintain insurance of the types and to the limits specified in paragraph, inclusive below.

1. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1.1. Workers' Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. Tenant shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. Tenant shall defend, indemnify and save the Landlord harmless from any damage resulting to them for failure of either Tenant or any subcontractor to take out or maintain such insurance.

1.1.1 Employers' Liability with Statutory Limits of \$100,000/\$500,000/  
\$100,000.

1.1.2 Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Landlord with thirty (30) days' written notice of cancellation and/or restriction.

1.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

1.2.3. Minimum Limits of total coverage shall be \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000.00 minimum to be acceptable to the CRA.

1.2.4. Premises and/or Operations.

1.2.5. Independent Contractor.

1.2.6. Products and/or Completed Operations. Tenant shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

1.2.7 XCU Coverages.

1.2.8. Broad Form Property Damage including Completing Operations.

1.2.9. Broad Form Contractual Coverage applicable to this specific Lease, including any hold harmless and/or indemnification agreement.

1.2.10. Personal Injury coverage with employees and contractual exclusions removed.

1.2.11. Additional Insured. The Landlord is to be specifically included as an additional insured (including products).

1.2.12. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Landlord with thirty (30) days' written notice of cancellation and/or restriction.

1.2.13. The Tenant shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

1.3. A Best Rating of no less than "A" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither Tenant nor any subcontractor shall commence

work under the Contract until they have all insurance required under this Section and have supplied the Landlord with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the Landlord. Tenant shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies and certificates of insurance shall be filed with the Landlord.

D. Other Insurance. Tenant may obtain any other additional insurance which Tenant may desire at its own costs and expense, including but not limited to business interruption insurance and insurance coverage on its inventory and personal property.

## **8. Utilities.**

A. Tenant shall pay all charges for water, sewer, gas, electricity, telephone, cable television, solid waste disposal, local or state licensing and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard lighting. Tenant shall not use any equipment or devices that utilize excessive electric energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to the Leased Premises.

B. Tenant agrees to pay or cause to be paid all charges for separately metered and/or separately billed by third party suppliers for all gas, water, sewer, electricity, light, heat, power, air-conditioning, telephone or other communication service or other utility service used, rendered or supplied to, upon or in connection with the Leased Premises or Tenant's occupation and use thereof throughout the term of this Lease, and to indemnify, defend and save harmless Landlord from and against any liability, costs, expenses, claims or damages on such account. Tenant shall also, at its sole costs and expense, procure or cause to be procured any and all necessary permits, licenses or other authorization required for the lawful and proper use, occupation, operation, and management of the Leased Premises. At the termination of this Lease, be it the initial term or the extension term, Tenant shall be responsible for all utilities fees and charges. This provision shall survive the termination of this Lease.

## **9. Signs.**

Following Landlord's written consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## **10. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## **11. Parking.**

During the term of this Lease, Tenant shall have the use, of the non-reserved common automobile parking areas, driveways, and footways.

**12. Damage and Destruction.**

If the Leased Premises or any part thereof is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, Landlord or Tenant shall have the right within ninety (90) days following damage to elect by written notice to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

**13. Default.**

A. If a default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said Leased Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

B. Tenant shall be in default of this Lease if Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or there shall be filed against Tenant a petition in bankruptcy or insolvency or a similar proceeding and any such proceedings shall not have been dismissed within thirty (30) days after its commencement, or Tenant shall be adjudged bankrupt or insolvent in proceeding filed against Tenant thereunder.

C. A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all the assets of Tenant.

D. Tenant shall abandon or vacate all or any portion of the Leased Premises or cease doing business in the Premises, or fail to take possession or open for business within the time required by this Lease.

E. Tenant shall do or permit to be done anything which creates a lien upon the Leased Premises, or the Complex or any portion thereof.

**14. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**15. Condemnation.**

If any legally, constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**16. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord to:**

Delray Beach Community Redevelopment Agency  
20 North Swinton Avenue  
Delray Beach, Florida 33444  
Attn: Jeff Costello, Executive Director

**If to Tenant to:**

Emanuel Jackson Sr. Project, Inc.  
P.O. Box 7362  
Delray Beach, FL 33482  
Attn: Emanuel Jackson, Jr., Founder/Director

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**17. Brokers.**

Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**18. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only



for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**19. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**20. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**21. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**22. Compliance with Law.**

A. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

B. During the term of this Lease, Tenant shall, at its own costs and expense, promptly observe and comply with all present and future laws, ordinances, requirements, order, directives, rules and regulations of the federal, state, county, and municipal governments and of all other governmental authorities affecting the Leased Premises or any part thereof, whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Lease.

C. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws, rules, statutes and ordinances regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises. If Tenant breaches the obligations stated above or if the presence of Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in contamination, or if contamination of the Leased Premises or surrounding area by Hazardous

Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Premises or the building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under or about the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises or surrounding area, or causes the Leased Premises or surrounding area to be in violation of any laws, rules, statutes or ordinances, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises and surrounding area to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises or surrounding area.

D. Right to Participate. Landlord, at Tenant's sole cost and expense, shall have the right, but not the obligation, to join and participate in any legal proceedings or actions initiated in connection with any claims or causes of action arising out of the storage, generation, use, transportation or disposal by Tenant or Tenant's Agents, or Hazardous Materials in, on, under, from or about the Leased Premises. If the presence of any Hazardous Materials in, on, under or about the Leased Premises caused or permitted by Tenant or Tenant's Agents results in (i) injury to any person, or (ii) injury to or any contamination of the Leased Premises, Tenant, at its sole cost and expense, shall promptly take all actions necessary to return the Leased Premises to the condition existing prior to the introduction of such Hazardous Materials to the Leased Premises. Notwithstanding the foregoing, Tenant shall not, without Landlord's prior written consent, take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Leased Premises (i) poses an immediate threat to the health, safety or welfare of any individual, or (ii) is of such nature that an immediate remedial response is necessary and it is not possible to obtain Landlord's consent before taking such action.

E. Surrender. Promptly upon the expiration or sooner termination of this Lease, Tenant shall represent to Landlord in writing (i) Tenant has made a diligent effort to determine whether any Hazardous Materials are in, on, under or about the Leased Premises and (ii) no Hazardous Materials exist in, on, under or about the Leased Premises other than as specifically identified to Landlord by Tenant in writing. To ensure performance of Tenant's obligations under this Paragraph 1(h), Landlord may, at any time within one (1) year of the expiration of the Term, or upon the occurrence of a default, by notice to Tenant, require that Tenant promptly commence and diligently prosecute to completion an environmental evaluation of the Leased Premises. In connection therewith, Landlord may require Tenant, at Tenant's sole cost and expense, to immediately hire an outside consultant satisfactory to Landlord to perform a complete environmental audit of the Leased Premises an executed copy of which shall be delivered to Landlord within thirty (30) days after Landlord's request therefore. If Tenant or the environmental audit discloses the existence of Hazardous Materials in, on, under or about the Leased Premises, Tenant shall, at Landlord's request, immediately prepare and submit to Landlord within thirty (30) days after such request a comprehensive plan, subject to Landlord's

approval, specifying the actions to be taken by Tenant to return the Leased Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Landlord's approval of such clean up plan, Tenant shall, at Tenant's sole cost and expense, without limitation on any rights and remedies of Landlord under this Lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this Lease.

F. Survival. The provisions of this Section including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

**23. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**24. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

**25. Right to Cure.**

If Tenant defaults under this Lease, Landlord may, at its option, immediately or at any time thereafter, without waiving any claim for breach of agreement and without notice to Tenant, cure such default for the account of Tenant. If Landlord shall institute an action or summary proceeding against Tenant based upon such default, or if the Landlord shall cure such default or defaults for the account of Tenant, then the Tenant will pay all costs and expenses incurred by Landlord in curing such default, including reasonable attorney's fees, at the trial and appellate levels which sums, together with interest, at the highest rate allowable by law, shall be due and payable upon demand, and shall be deemed to be Additional Rent. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this Lease.

**26. Binding Effect.**

The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective assigns and successors-in-interest except as otherwise expressly provided herein.

**27. Time of Essence.**

Time is of the essence of this Lease and each and every provision hereof.

**28. Radon Gas.**

In 1988, the Florida legislature passed a provision that requires the following notification to be provided on at least one document, form or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution of a rental agreement for any building:

"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."

**29. 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 matter arising out of or in any way connected with this Lease.

**30. Authority.**

If Tenant is a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Tenant is a corporation, trust or partnership, tenant shall, prior to or simultaneous with execution of this Lease, deliver to Landlord evidence of such authority satisfactory to Landlord.

**31. Limitation of Landlord's Liability.**

The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or the individual directors, officers, employees or agents of Landlord, and Tenant shall look solely to Landlord's then existing interest in the Premises and building, and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease, and will not seek recourse against the directors, officers, employees, property managers or agents of Landlord or any of their personal assets for such satisfaction. 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.

**32. Indemnity.**

(a) Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability, loss and expense (including but not limited to attorney's fees in settlement, at trial and on appeal) in connection with loss of life, personal injury or property damage arising from or out of any occurrence in, upon, at or from the Premises or the sidewalks and common areas, occasioned wholly or in part by any act of omission of Tenant, its agents, contractors, employees, invitees, licensees, or concessionaires.

(b) Tenant shall store its property in and shall occupy the Premises and all other portions of the Shopping/Business Center at its own risk, and release Landlord, to the full extent permitted by law, from all claims of every kind resulting from loss of life, personal injury or property damage on the Premises.

(c) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

(d) Landlord shall not be responsible or liable for any defect, latent, or otherwise, in any building in the Shopping/Business Center or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property caused by or resulting from bursting, breakage, leakage, steam, running, backing up, seepage, or the overflow of water or sewage in any part of said premises or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of said Premises, building, machinery, apparatus or equipment by any occupant of the Premises.

(e) Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part, of defects therein or in any fixtures or equipment.

(f) In case Landlord shall without fault on its part, 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 (in settlement, at trial and on appeal) incurred by Landlord.

(g) Tenant shall also pay all costs, expenses, and reasonable attorney's fees (in settlement at trial and on appeal) that may be incurred or paid by Landlord in enforcing the terms of this Lease in the event Landlord prevails in such enforcement.

**33. Sovereign Immunity.**


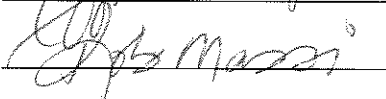
The parties hereto acknowledge that Landlord is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Lease shall be construed to require Landlord to indemnify Tenant or insure Tenant for its negligence or to assume any liability for Tenant's negligence. Further, any provision in this Lease that requires Landlord to indemnify, hold harmless or defend Tenant from liability for any other reason shall not alter Landlord's waiver of sovereign immunity or extend Landlord's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

**34. Termination.**

This Agreement may be terminated for convenience in whole or in part by the Landlord or Tenant whenever for any reason the Landlord or Tenant shall determine that such termination is in the best interest of the Landlord or Tenant. Landlord or Tenant must give written notice of its intent to terminate the Lease at least ninety (90) days prior to the intended termination date.

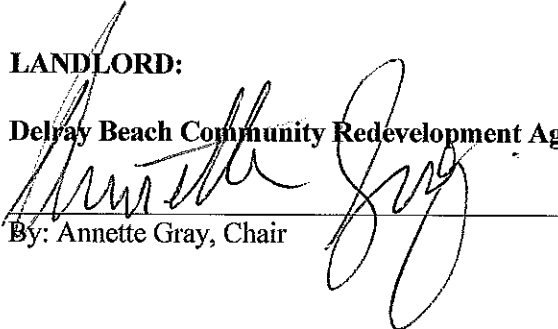
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**Witnesses:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LANDLORD:**

**Delray Beach Community Redevelopment Agency**

  
\_\_\_\_\_  
By: Annette Gray, Chair

Signed on: 11/9/2017

Witnesses:

Kristyn Cox  
Kristyn Cox  
Susan Shaw  
SUSAN SHAW

TENANT:

Emanuel Jackson Sr. Project, Inc.

By: [Signature]  
Print Name: Emanuel Dupree Jackson Jr  
Title: Founding Director

Signed on : 11/3/2017

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

0098

83-1482/670

12/21/17  
Date

\$ 500.00

Dollars



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Order of

Debrah Brock CPA

Five hundred and two dollars 00/100



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