

FIRST AMENDMENT TO LEASE
(Upper Cutz Barbershop and Salon)

THIS FIRST AMENDMENT TO LEASE is entered into by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, (the "Lessor") whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and **UPPER CUTZ BARBERSHOP AND SALON INC.**, a Florida corporation, whose address is 3321 SW 3RD Street, Deerfield Beach, FL 33442 (the "Lessee") and shall be effective upon execution by the parties hereto.

WITNESSETH:

WHEREAS, the Lessor and the Lessee entered into a Lease ("Original Lease") for the property located at 135 NW 5th Avenue, Unit C5, Delray Beach, Florida ("Premises") which provided for a Commencement Date of October 1, 2017, and is set to expire on September 30, 2020; and

WHEREAS, the Lessor and Lessee agree to enter into this First Amendment to Lease in order to renew the Original Lease, for an additional five (5) year period up to and including September 30, 2025, and to provide additional terms and conditions ("First Amendment"); and

NOW THEREFORE, the parties hereto in consideration of the mutual covenants and promises contained herein agree as follows:

1. That the above referenced "WHEREAS" clauses shall be confirmed and ratified as if fully set forth herein.
2. The lease term as provided in Section 1.1 of the Original Lease, shall be renewed for an additional five (5) year period commencing on October 1, 2020 up to and including September 30, 2025, with no renewal periods. Any further amendments to the Original Lease, as amended, shall require a written agreement executed by both parties.
3. Section 2.1 of the Original Lease is hereby amended as follows:

(2.1) The Lessee shall pay to the CRA \$1060 (inclusive of \$402/month condominium fees) on the first day of the month beginning on October 1, 2020, and ending on September 30, 2021 ("Monthly Base Rent"). Each anniversary date thereafter, the monthly base rent will be automatically increased by six percent (6%); the Monthly Base Rent for the subsequent years shall be as follows:

October 1, 2021 to September 30, 2022: \$1,123.60 Monthly Base Rent (including condominium fees)

October 1, 2022 to September 30, 2023: \$1,191.02 Monthly Base Rent (including condominium fees)

October 1, 2023 to September 30, 2024: \$1,262.48 Monthly Base Rent (including condominium fees)

October 1, 2024 to September 30, 2025: \$1,338.23 Monthly Base Rent (including condominium fees)

The Monthly Base Rent shall be automatically increased as provided herein, without the need for formal notice provided to the Lessee by the CRA.

4. It is acknowledged that the Lessee agrees to only use the Premises as a barbershop and for related salon services, and no other purposes whatsoever.

5. The Original Lease, as amended herein, shall be subject to all terms and conditions of the Declaration of West Settlers Condominium, as amended and recorded on August 6, 2009 in Official Record Book 23378 at Page 877 of the Public Records of Palm Beach County and attached hereto as Exhibit "A".

6. Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Original Lease, shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment shall directly conflict with any provision contained in the Original Lease, the terms contained in this First Amendment shall control.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates set forth below.

ATTEST:

LESSOR:
DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Renée A. Jadusingh, Esq.
CRA Executive Director

By: _____
Shelly Petrolia, Chair

APPROVED AS TO FORM:

By: _____
CRA General Counsel

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2020, by Shelly Petrolia, Chair of the Delray Beach Community Redevelopment Agency, on behalf of the agency. She is personally known to me or has produced _____ (type of identification) as identification

Signature

Name and Title

Commission Number

LESSEE:
UPPER CUTZ BARBERSHOP AND SALON INC., a Florida corporation

BY: _____
LaShon Harris, President

ATTEST:
By: _____
Print Name: _____

Date: _____
(SEAL)

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2020, by LaShon Harris, as President of **UPPER CUTZ BARBERSHOP AND SALON INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification

Signature

Name and Title

Commission Number

EXHIBIT "A"
DECLARATION OF WEST SETTLERS CONDOMINIUM

DRAFT