

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made as of the 3 day of October 2017 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 S.W. 3rd Street, Deerfield Beach, FL 33442 (the "Lessee").

WITNESSETH:

ARTICLE 1 PREMISES; TERM; DEFINITIONS

1.1 In consideration of the payment of Monthly Base Rent, as defined herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby grants to Lessee, and Lessee hereby accepts from Lessor, the right to lease the premises located at 135 NW 5th Avenue, Unit C5 Delray Beach, Florida (the "Premises"). The term of this Lease shall be a period of three (3) years, commencing on October 1, 2017 (the "Commencement Date") and to expire on September 30, 2020, (the "Expiration Date"). The parties may agree to extend the term of the lease for two (2) additional one (1) year terms upon the execution of a written amendment to this Lease Agreement. In the event the Lessee intends to renew the Lease for the additional term, then the Lessee shall provide Lessor with written notice of its intent to renew the Lease no later than ninety (90) days prior to the Expiration Date of the initial term.

ARTICLE 2 RENT AND OTHER CHARGES

2.1 Lessee shall pay in advance to the Lessor, without prior demand, in lawful money of the United States, on the first day of each month, without any deduction or off-set whatsoever throughout the term of this Lease, the amount of One Thousand and 00/100 Dollars (\$1,000.00) ("Monthly Base Rent"). Such payment shall be made at the office of the Lessor or at such place Lessor may from time to time designate by written notice directed to Lessee at the Premises. Upon the first anniversary of the Commencement Date, and each anniversary date thereafter, the Monthly Base Rent shall be increased by six percent (6%). The Lessor shall provide written notice to the Lessee no less than fifteen (15) days prior to the anniversary of the Commencement Date with the Monthly Base Rent amount for the following year.

2.2 Security Deposit. At the time of execution of the Lease, Lessee shall deposit with Lessor the sum of One Thousand and 00/100 Dollars (\$1,000.00). This Security Deposit shall be submitted to Lessor by certified check, cashier's check, money order, or cash simultaneously with the execution of this Lease. Said sum shall be held by Lessor, as security for the faithful performance by Lessee of all terms, covenants and conditions of

the event of a breach of the Lease by Lessee, all of the Security Deposit as of the date of Lessee's breach shall be retained by Lessor to be applied toward the payment of any Rent, or additional sum due hereunder by Lessee, or to any loss or damage sustained by Lessor due to any breach by the Lessee, any excess deposit shall be returned to the Lessee forthwith upon termination of the Lease. The amount retained by Lessor shall in no way be construed as liquidated damages, and Lessor does not waive its right to seek additional damages from Lessee for any loss or damages sustained due to Lessee's breach. Lessor shall not be required to keep this Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on the Security Deposit.

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

2.4. RETURNED CHECKS. If Lessee tenders a check, which is dishonored by a banking institution, then Lessor shall provide Lessee with a written notice that the check was dishonored. The Lessee shall have three (3) days from the date of the notice to tender the rent payment along with the returned check fee. Lessee shall make payment only via cash or cashier's checks for all future payments. In addition, Lessee shall be liable for all charges/fees incurred by the Lessor for each check that is returned to the Lessor from the bank because the check has been dishonored, over and above the rental payment that is due.

2.5. ADDITIONAL RENT. Any and all payments required to be made by Lessee under this lease, including, but not necessarily limited to, periodic rent, application fees, transfer fees, late charges or late fees, bank fees, overdraft fees, returned check fees, sales tax, security deposits, monies advanced by the Lessor on behalf of the Lessee, lock out fees, work order payments, damages, and any of the payments required of the Lessee pursuant to this lease, if any, shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such, and shall be due and payable as directed by the Lessor.

ARTICLE 3

USE OF PREMISES AND ADVERTISING MATERIALS

3.1 Lessee shall use the Premises only for providing barbershop and related salon services. The hours of operation of Lessee's business shall be from 8:00 am to 10:00 pm Monday through Friday, and 8:00 am to 10:00 pm on weekends and non-school days. The Premises shall not be used or made available for use only in conjunction with Lessee's business, and shall not be made available to the general public. Only the Lessee, its employees, customers, agents, and representatives shall be permitted on the Premises. Lessee shall not use the Premises or any portion thereof for any other purpose or purposes whatsoever without Lessor's prior written consent.

ARTICLE 4

INSURANCE

4.1 Lessee shall provide to Lessor proof of all insurance required under this Section prior to occupancy of the Premises. Lessee shall not allow any Subcontractor to commence work within the premises until all similar such insurance required of the subcontractor has been obtained and approved.

4.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Lessor prior to Lessee occupancy of the Premises. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the Lessor. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

4.3 Insurance shall be in force during the term of this Lease and so long as Lessee remains in possession of the Premises. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Lease, then in that event, the Lessee shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Lessee shall not possess the Premises unless all required insurance remains in full force and effect.

4.4 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- | | | |
|----|--|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |
| E. | Property Damage Liability Insurance shall include Coverage for the | |

following hazards: X - explosion, C - Collapse, U - underground.

4.5 WORKERS COMPENSATION insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Lessee shall require any Contractor or subcontractor to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

| | | |
|----|----------------------|--------------------------|
| A. | Workers Compensation | Statutory |
| B. | Employer's Liability | \$500,000 per occurrence |

4.6 The Lessee shall hold the Lessor, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations contemplated by this Lease and name the Lessor as an additional insured under their policy.

4.7 The Lessor reserves the right to require any other insurance coverage it reasonably deems necessary depending upon the exposures.

ARTICLE 5

COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

5.1 Lessee shall not use or occupy or permit the Premises to be used or occupied in a manner which would in any way violate any certificate of occupancy, permit or license affecting the Premises, or would make void or voidable any insurance then in force with respect thereto, or would make it difficult to obtain or would increase the rate on any insurance required to be provided by Lessee hereunder, or would cause waste or structural damage to the buildings, or would constitute a public or private nuisance.

The Lessee further agrees that the Lessee's use of the Premises shall at all times comply with the West Settler's Condominium Declaration of Restrictions and Rules, which are attached hereto and incorporated herein as an Exhibit to this Lease.

ARTICLE 6

REPAIR AND MAINTENANCE OF PREMISES

6.1 Lessee shall pay the costs of the following services for the Premises: water service, sewer service, telephone, cable television, electrical, solid waste disposal, and any local or state licensing (to the extent applicable to the operation of Lessee's business).

6.2 Lessor shall maintain, at its expense, the structural, functional and systemic aspects of the Premises (e.g., roof, foundation, load-bearing walls, general building maintenance, pest control, plumbing, and electrical systems). Lessor shall be responsible for pest control services. Any damage to the Premises or equipment associated therewith which is caused by Lessee shall be the responsibility of Lessee.

Lessee shall maintain the interior of the Premises in a safe and sanitary condition. All interior maintenance, replacement of wall coverings, floor coverings and window treatments, and interior painting will be the sole responsibility of Lessee. If Lessor at any time shall give notice to Lessee that Lessee has failed to comply in any respect with the provisions hereof, Lessee shall perform all repairs and other work specified in such

notice no later than thirty (30) days from the date that the notice is received by Lessee.

The time to perform such repairs may be extended by the Lessor upon receipt of a written request from Lessee. Any extension of time for the completion of repairs or other work must be in writing, and executed by the Lessor's representative.

6.3 Lessee shall not have the right to make any alterations or improvements, whether structural or non-structural, including the installation of air conditioning to the Premises without Lessor's prior written consent.

6.4 Lessee shall construct any Leasehold Improvements at its own cost and expense. All construction drawings, plans and specifications prepared by Lessee or Lessee's architect, engineer or other contractor shall be submitted to Lessor for approval prior to commencement of any Leasehold Improvements hereunder; provided that Lessor shall, within ten (10) days after its receipt of the construction drawings, plans and specifications, review the same and submit any comments thereto to Lessee.

All alterations, changes or construction to be performed shall be displayed on Lessee's construction drawings, plans and specifications, which shall be approved in writing by Lessor prior to commencement of any Leasehold Improvements, which said approval is in the sole discretion of the Lessor consistent with customary standards of commercial reasonableness. Lessee shall be solely responsible for construction of the Leasehold Improvements and obtaining all required plan approvals, building permits or other federal, state or local government approvals required to construct the Leasehold Improvements.

6.5 Removal of Materials. Lessee shall remove all tools, scaffolding, unused and discarded building materials, waste, debris, and rubbish in, on or about the Demised Premises.

6.6 Lessee's Warranty. All materials used for Leasehold Improvements shall be new and of first class quality. Lessee guarantees for a period of one year from the issuance of the Certificate of Occupancy for the Demised Premises including, without limitation, all Leasehold Improvements, against defects in design, workmanship and materials.

6.7 Disposition of Improvements. The Leasehold Improvements to the Demised Premises shall be the property of Lessor, and Lessee shall have only a leasehold interest in it, subject to the terms of this Lease.

ARTICLE 7
NO LIENS

7.1 Lessee shall not create or suffer, and shall promptly discharge and satisfy, any lien, encumbrance or charge on the Premises or the income therefrom or the equipment, fixtures and appurtenances therein or thereto.

7.2 Notice is hereby given that Lessor will not be liable for any labor, services or materials furnished or to be furnished to Lessee or any sublessee and that no mechanic's or other lien for any such labor, services or materials shall attach to or materials shall attach to or effect the fee estate, reversion or other estate of Lessor in and to the Premises. Nothing contained in this Lease nor any action or inaction by Lessor shall be deemed or construed in any way to constitute the consent or request of Lessor express or implied, to any contractor, subcontractor, laborer, materialman or any other person to perform any labor or services or to furnish any materials for any improvement, alteration, to or repair of the Premises, nor to give Lessee any right, power or authority to contract for or permit the rendering of any labor or services or the furnishings of any materials that would give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the Premises.

ARTICLE 8
DAMAGE OR DESTRUCTION

8.1 Lessee shall give prompt written notice to the Lessor if, at any time during the term of the Lease, the Premises shall be damaged or destroyed by fire or other casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen. Lessor has the sole and absolute discretion to determine whether to repair the damage to the Premises.

ARTICLE 9
EMINENT DOMAIN

9.1 If the Premises or any part thereof shall be taken in condemnation proceedings, or by the exercise of the right of eminent domain, or by agreement with the authority empowered to exercise such right, this Lease shall automatically terminate as of the date of such taking.

ARTICLE 10

RESTRICTIONS ON ASSIGNMENT, MORTGAGING AND SUBLETTING

10.1 Lessee shall not, voluntarily or by operation of law, sell, assign, transfer, mortgage, pledge or create a security interest in this Lease, or sublet the Premises. Any purported sale, assignment, transfer, mortgage, pledge, creation of a security interest in or other disposition or encumbrance of this Lease or subletting of the Premises in violation of this Section shall be null and void and of no force or effect. Any sale or transfer, voluntarily or by operation of law, of the controlling interest in any firm, corporation or other entity then having the rights of Lessee hereunder shall be deemed an assignment of this Lease and shall require the consent of Lessor as provided in this Section.

ARTICLE 11

CONDITIONAL LIMITATIONS; DEFAULT PROVISIONS

11.1 If any one or more of the following events (herein individually referred to as an "Event of Default") shall occur:

(a) failure to pay the Monthly Base Rent or other charges payable under this Lease, or any part thereof, as and when the same shall become due and payable, and such failure shall continue for a period of ten (10) days after notice thereof from Lessor to Lessee;

(b) failure to maintain in full force and affect the insurance coverage required under Article 4;

(c) failure to perform and observe any of the covenants, agreements, conditions, terms or provisions contained in this Lease, and such failure shall continue for a period of twenty (20) days after notice thereof from Lessor to Lessee or, in the event that such default cannot be cured within such twenty (20) day period, Lessee shall have such additional time as may be reasonably required, provided, that Lessee shall commence to cure such default within said twenty (20) day period and shall diligently pursue such cure to completion. At any time thereafter during the continuance of any such Event of Default, the Lessor may give notice (notwithstanding that Lessor prior to the giving of such notice shall have accepted rent or any other payment, however designated, for the use and occupancy of the Premises or for any other purpose from or on behalf of Lessee or from a receiver, trustee in bankruptcy, liquidator or any other person) to Lessee, specifying such Event or Events of Default and stating that the term of this Lease will expire and terminate on the date specified in such notice, which date shall be at least five (5) days after the giving of such notice. Upon the date specified in such notice, the term of this Lease and the leasehold estate hereby granted to Lessee and all other rights of Lessee under this Lease shall expire and terminate as fully and with like effect as if the entire term of this Lease had elapsed, but Lessee shall

remain liable hereunder.

11.2 Upon any expiration or termination of this Lease, Lessee shall quit and surrender the Premises to Lessor, and Lessor, upon or after such expiration or termination, may, without further notice, enter upon and reenter the Premises and possess and repossess itself thereof; by force, summary proceedings, ejectment or otherwise and may dispossess and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rents, income and profits from the same.

11.3 No failure by Lessor to insist upon the strict performance of any covenant, agreement, condition, term or provision of this Lease or to exercise any right or remedy upon a breach thereof, and no acceptance of full or partial rent of any other payments during the continuance of any such breach, shall constitute a waiver of any such breach of such covenant, agreement, condition, term or provision. No covenant, agreement, condition, term or provision of this Lease to be performed or observed by Lessee may be waived, altered or modified except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, condition, term and provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11.4 In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, conditions, terms or provisions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

11.5 Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the concurrent or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

11.6 Lessee shall, upon demand by Lessor, pay all costs, charges and expenses, including fees of attorneys and others retained by Lessor, incurred by Lessor in any action or proceeding in which Lessee causes Lessor to become a party or otherwise involved.

11.7 Upon the expiration or termination of this Lease as provided in this Article, and Lessee fails to vacate the premises, (i) all of the Lease Fee and other charges payable by Lessee under this Lease during, or allocable to, the period prior to such expiration or termination and not previously paid by Lessee shall be paid by Lessee forthwith to Lessor and (ii) Lessee shall also pay to Lessor such reasonable expenses as Lessor may incur (a) to recover possession of the Premises and to enforce Lessee's obligations under this Lease and (b) in connection with any reletting including, without limiting the generality of the foregoing, attorneys' fees, brokerage commissions and expenses for keeping the Premises in good order and for cleaning, preparing, altering,

repairing, renovating and decorating the same for reletting.

ARTICLE 12 **EXPIRATION OF TERM**

12.1 On the Expiration Date or upon any re-entry by Lessor upon the Premises pursuant to the provisions of this Lease, Lessee shall surrender and deliver the Premises to Lessor without delay and in good order, condition and repair.

12.2 All fixtures, equipment and other personal property owned by Lessee and located at or in the Premises on the Expiration Date shall become the property of the Lessor if the removal of the same would result in structural damage to the Premises.

ARTICLE 13 **INDEMNITY BY LESSEE**

13.1 Lessee will indemnify, defend, and hold harmless Lessor against and from all liabilities, obligations, damages, penalties, fines, claims, actions, costs, charges and expenses of every kind or nature, including court costs and reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Lessor by reason of any of the following during the term of this Lease:

(a) any work performed in, on or about the Premises by Lessee, its employees, officers, representatives and/or agents;

(b) any negligence or hazardous activity on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, lessees or invitees;

(c) any accident, injury or damage to any person or property occurring in, on or about the Premises or any street, sidewalk, curb or area adjacent thereto caused by Lessee, its employees, officers, representatives and/or agents;

(d) any failure by Lessee to perform or observe any of the covenants, agreements, conditions, terms and provisions contained in this Lease on its part to be performed or observed; or

(e) any tax attributable to the execution, delivery or recording of this Lease or any modification hereof but nothing herein shall be construed to require Lessee to pay any income, franchise, corporation, inheritance, succession or gift tax assessed against Lessor. If any action or proceeding is brought against Lessor by reason of any of the foregoing, Lessee upon notice from Lessor, shall, at Lessee's expense resist or defend such action or proceeding by attorneys approved by Lessor in writing.

ARTICLE 14
ENTRY ON PREMISES BY LESSOR

14.1 Lessor and its representatives shall have the right to enter upon the Premises at all reasonable times (a) to inspect the same and (b) to make any necessary repairs thereto and to perform any work therein that may be required to be performed by Lessor under this Lease or that may be necessary by reason of Lessee's failure to make such repairs or perform any such work. Nothing herein contained shall create or imply any duty on the part of Lessor to make any such repairs or perform any such work, and the making or performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to make or perform the same.

ARTICLE 15
QUIET ENJOYMENT

15.1 Upon Lessee paying the Monthly Base Rent and all additional rents and other charges provided for in this Lease and performing and observing all of the covenants, agreements, conditions, terms and provisions of this Lease on its part to be performed and observed, Lessee may quietly enjoy the Premises during the term of this Lease without hindrance or molestation by anyone lawfully claiming by or through Lessor, subject, however, to the exceptions, reservations, provisions and conditions of this Lease.

ARTICLE 16
CONDITION OF PREMISES

16.1 Lessee represents and acknowledges that it has leased the Premises after a full and complete inspection and examination thereof and of the title thereto and Lessee accepts the same in the condition or state in which they or any of them now are without representation or warranty by Lessor, expressed or implied, in fact or by law, without recourse to Lessor, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the Premises may be put or the income and expense thereof. Lessor specifically certifies and represents that it owns the Premises, and that it has authorization to enter into this Lease.

ARTICLE 17
NOTICES

17.1 All notices, demands, requests and other communications under this Lease shall be in writing. All such notices, demands, requests and other communications shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid and addressed as hereinafter provided.

All such notices, demands, requests and other communications mailed to Lessor shall be addressed to Lessor and/or Lessee at its address listed below written, or at such address as Lessor or Lessee may from time to time designate by notice to the other party. All such notices, demands, requests and other communications which shall have been mailed in such manner shall be deemed sufficiently served or given for all purposes hereunder on the third day following the date such notice, demand, request or other communication shall be deposited in any post office or branch post office within the continental United States.

As To Lessor: Jeff Costello, Executive Director

20 N. Swinton Avenue

Delray Beach, FL 33444

Telephone No.: (561) 276-8640

Facsimile No.: (561) 276-8558

Copy to:

David N. Tolces, Esq.

Goren, Cherof, Doody & Ezrol, P.A.

3099 E. Commercial Blvd. #200

Fort Lauderdale, FL 33308

Telephone No.: (561) 276-9400

Facsimile No.: (954) 771-4923

As To Lessee: LaShon Harris, President

3321 S.W. 3rd Street

Deerfield Beach, FL 33442

Telephone No.: (954) 709-6646

Facsimile No.: _____

ARTICLE 18
INVALIDITY OF PARTICULAR PROVISIONS

18.1 If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

ARTICLE 19
ATTORNEY'S FEES; COSTS; VENUE

19.1 This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

19.2 The prevailing party in any litigation related to any claim, objection or dispute arising out of the terms of this Lease shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest, and court costs incurred by such prevailing party against the losing party.

ARTICLE 20
ACTS OF THIRD PARTIES

20.1 Lessor shall not be liable in any manner to Lessee its agents, employees, invitees or visitors for any injury caused by the criminal or intentional misconduct of Lessee, Lessee's tenants, employees, invitees or visitors. All claims against Lessor for any such damage or injury are hereby expressly waived by Lessee and Lessee agrees to hold harmless and indemnify Lessor from all such damages and the expenses of defending all claims made by tenants agents, employees, invitees or visitors.

ARTICLE 21
MISCELLANEOUS

21.1 This Lease contains the entire agreement between the parties and may not be changed, modified or terminated except by an instrument in writing executed by Lessor and Lessee.

21.2 All words used in this Lease, regardless of the number or gender in which they are used, shall be construed to include any number or gender as the context or sense may require.

21.3 This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute a single instrument.

21.4 The provisions contained in this Lease shall bind and inure to the benefit of the Lessor and Lessee and their respective successors and assigns, except as otherwise provided herein.

21.5 The captions in this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease.

21.6 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.

21.7 This Lease shall not become binding as such upon Lessor unless all preliminary conditions required to be performed by Lessee are so performed. Lessee acknowledges that Lessor makes no representations as to its ability to build or Lessee's ability to conduct the business intended to be conducted on the Premises under said zoning laws and the rules and regulations of said public authority having jurisdiction.

21.8 Lessee acknowledges that Lessor (including Lessor's agents and employees) has not made any statement, promise or agreement or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions and that no obligation of the Lessor shall be implied in addition to the obligations herein expressed.

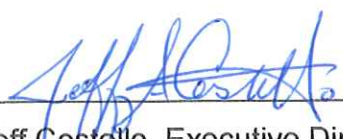
21.9 This Agreement shall not be valid until signed by the CRA Chair.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY



Jeff Costello, Executive Director

By: 

Annette Gray, Chair

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of August, 2017, by Annette Gray and Jeff Costello, as Chair and Executive Director, respectively, of the Delray Beach Community Redevelopment Agency on behalf of the Delray Beach Community Redevelopment Agency. They are personally known to me or have produced _____ (type of identification) as identification.



Susan B. Shaw
Commission # FF070388
Expires: Nov. 13, 2017
www.AARONNOTARY.com

Susan B Shaw

Notary Public – State of Florida

LESSEE:

ATTEST: Upper Cutz Barbershop and Salon, Inc., a Florida corporation

By: LaShon Harris

LaShon Harris, President

Print Name: LaShon Harris

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of August, 2017, by LaShon Harris, as President of Upper Cutz Barbershop and Salon, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced Driver License (type of identification) as identification



Krista Flowers Walker
Commission # GG032277
Expires: September 21, 2020
Bonded thru Aaron Notary

Krista Flowers Walker

Notary Public – State of Florida

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2017

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 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 BB&T Insurance Services, Inc. 414 Gallimore Dairy Road Suite F Greensboro, NC 27409 | CONTACT NAME: Carl Jackson | |
| | PHONE (A/C, No, Ext): 919-716-9968 | FAX (A/C, No): 888-831-8413 |
| E-MAIL ADDRESS: crjacksonbbandt.com | | |
| INSURED Upper Cutz Barbershop and Salon Inc 135 NW 5th Ave Unit 5C Delray Beach, FL 33444 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Twin City Fire Insurance Compan | NAIC # 29459 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | BINDER13890737 | 09/29/2017 | 09/29/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

CERTIFICATE HOLDER

CANCELLATION

Delray Beach CRA
20 N Swinton Ave
Delray Beach, FL 33444

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

