

LEASE

This Lease is between D'Action Enterprises, LLP, A Massachusetts Limited Liability Partnership, with a principal place of business located at 232 Lyman Street, Holyoke, Massachusetts, hereinafter referred to as the "Lessor," and [REDACTED], hereinafter referred to as "Lessee."

The Lessor and Lessee agree as follows:

1. LEASED PREMISES:

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, for the term and upon the conditions contained in this Lease, the approximately 550 square foot, first floor retail space known as 234 Lyman Street, Holyoke, Massachusetts" hereinafter referred to as the "leased premises".

The Lessor hereby reserves to itself (1) the right to maintain, repair and replace pipes, ducts, wires, and any other equipment, apparatus, machinery, and fixtures located within or without the Leased Premises; (2) the right to make changes, alterations, and additions to the Leased Premises provided that any such changes do not unreasonably structurally change the interior of the Leased Premises and that reasonable access and service to the Leased premises is provided; and (3) the right to enter the Leased Premises for any of the foregoing purposes upon reasonable notice.

2. USE BY LESSEE:

The Lessee agrees that it will use the Leased Premises only for Business/non-residential purposes. The Leased Premises is to be used for the operation of beauty salon and reception area. The Lessee shall observe and comply with the Lessor's reasonable rules and regulations as promulgated from time to time by the Lessor, and as set forth in this Lease with respect to the Leased Premises.

3. COMMENCEMENT DATE:

The Term of this Lease and the Lessee's obligation to pay rent hereunder shall commence upon December 1st, 2018, hereinafter known as the "rental commencement date."

4A. TERM:

The Lessee shall hold the leased Premises for an initial term of Three Years, beginning on December 1st 2018, and ending on November 30th 2021 and may be extended for additional three year term providing that Lessee is not in default of the Lease and gives Lessor six months advance written notice of Lessee's intent to renew.

5. RENT:

The rent payable by the Lessee during year one of the initial term, shall be Ten Thousand, Two Hundred Dollars, Payable in Eight-Hundred and Fifty Dollar Monthly Payments, due the 1ST of each consecutive month. Rent payable by the Lessee during years two and three of the initial term shall be Ten Thousand, Eight Hundred dollars, Payable in Nine Hundred dollar Monthly payments. Rent includes water and sewer expenses, and all common-area expenses including snow plowing. Gas and Electric utilities are to be billed monthly based on individual unit metering.

Security monitoring by New England Security for Lessee's space is not included in utilities and should be secured via Lessee.

5b. ADDITIONAL RENT:

Commencing December 1st 2021, Rent payable by the Lessee during the optional Three year renewal period, will increase to Eleven Thousand, Four Hundred Dollars, payable in Nine Hundred and Fifty Dollar Monthly Payments.

6. SECURITY DEPOSIT:

Lessee agrees to pay to Lessor Eight Hundred and 00/100 (\$850.00) as security deposit to be held by Lessor. Lessor will not be responsible to Lessee for interest on said deposit.

7. EMINENT DOMAIN:

Notwithstanding the terms of this lease, if after the execution hereof and before the expiration of the term, the premises or any part thereof shall be taken by eminent domain by action of any public authority, then this lease and the term shall terminate at the sole election of the Lessor.

8. CONDITION OF LEASED PREMISES

The Lessee accepts the Leased Premises in present condition, and agrees to maintain said Premises in good condition. Any damage to Premises beyond reasonable wear and tear may result in loss of part or all of security deposit.

9. INSURANCE

The Lessee agrees to maintain Liability insurance with indemnity limits typical for Beauty Salon purposes.

The Lessee agrees that, unless caused by the negligence of the Lessor, it will indemnify the Lessor against any injury or loss claim or damage to any person or property while on the leased premises.

10. INSURANCE OF CONTENTS

The Lessee agrees to obtain fire and theft insurance suitable to replace Lessee's own contents in the event of burglary or fire.

