

King & Queens Barber

AMENDMENT TO LEASE AGREEMENT

1st **THIS AMENDMENT TO LEASE AGREEMENT** (the "Amendment") is made and entered into as of the April day of April, 2020, by and between **Branch Sandhill Associates, LP**, ("Landlord") and **Pink Bow Hair Boutique, LLC** ("Tenant"):

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated **December 14, 2018**, (as may have been previously amended and/or assigned, hereinafter referred to as the "Lease"), for approximately **1,600 rentable square feet** of space commonly referred to as **100-136 Forum Dr. Columbia, SC 29229, Suite 136-1** (the "Premises"); and

WHEREAS, the Term of the Lease will currently expire **3/31/2024**; and

WHEREAS, the parties agree that a portion of Minimum Rent shall be abated and the Term of the Lease be extended; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, agree as follows:

1. Recitals. The parties acknowledge and agree that the recitals set forth hereinabove are true and correct and are hereby incorporated in their entirety. All terms used herein and denoted by their capitalization shall have the meaning set forth in the Lease unless set forth herein to the contrary.

2. Minimum Rent Abatement. The parties agree that Monthly Minimum Rent shall be conditionally abated for the months of April 2020, and May, 2020 ("Abatement Period"), resulting in an abatement of Minimum Rent in the amount of **\$4,944.00** (the "Abated Rent"). Acknowledging that the abatement of Minimum Rent is granted in consideration for the timely performance by Tenant under all terms of the Lease, in the event of a default by Tenant under the Lease at any time during the Lease Term then, in addition to all other rights and remedies of Landlord, the unamortized balance of any previously Abated Rent as of the date of default (amortized pursuant to paragraph #4 below) shall be deemed immediately due and payable, and there shall be no further abatement of Minimum Rent hereunder. **The abatement set forth herein is of Minimum Rent only, and all Additional Rent, including without limitation, Common Area Expenses, Taxes and Insurance, along with Sales Tax (if applicable), shall continue to be due on or be the first day of each month, including April, 2020, and May, 2020.**

3. Lease Term. The Lease is amended to extend the Lease Term two (2) months (said additional months being the "Extended Term").

4. Minimum Rent following Abatement Period. Following the expiration of the Abatement Period and continuing through the Extended Term, a) Minimum Rent shall continue to be due in amounts set forth in the Lease (with the then current Minimum Rent rate to remain in effect through the Extended Term), and b) the Abated Rent shall be amortized straight-line (at 0% interest) over the months following the expiration of the Abatement Period, and repaid monthly to Landlord as Additional Rent.

5. Gross Sales. Following the date hereof and continuing through the Extended Term, as extended, Tenant shall furnish to Landlord within ten (10) days after the end of each calendar month during the Term a complete statement, certified by Tenant (or a responsible officer thereof if Tenant is a corporation), of the amount of Gross Sales made from the Premises during said month, the statement to be in such form and style and contain such details and breakdown as Landlord may require. Tenant shall also furnish to Landlord with each such monthly statement a copy of any sales tax report filed with any taxing authority.

6. Necessary Closure. Acknowledging that due to the National State of Emergency due to the Coronavirus pandemic, it may be necessary to close or limit hours of operation in the Premises to comply with laws and health recommendations. Such a closure shall not be a default under the continuous operation clause of the