

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

Lease. However, it is required you comply with all other terms of the Lease to assure that all required insurance is maintained, and that the Premises are monitored to remain secure, clean, and in good repair.

7. Conflicts and Non-Amended Provisions. In the event of any express conflict or inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control and govern. Except as may be modified herein, all other terms, covenants and conditions of the Lease are hereby ratified, reaffirmed and republished in their entirety and shall remain in full force and effect, including the duty of Tenant to pay all Additional Rent.

8. Duty of Strict Compliance. By execution hereof Tenant acknowledges that Landlord does and shall require strict compliance with all terms of the Lease, as amended herein, and Landlord is not in default under the Lease. Contemporaneously with the execution hereof Tenant shall pay past due Rent through March 2020.


9. Execution. Delivery of an executed copy of this agreement by facsimile, .pdf, email, docusign or similar electronic format shall be effective as delivery of a manually executed counterpart for all purposes.

10. Confidentiality. Unless required by Law, neither Landlord nor Tenant shall disclose the substance of this Amendment and Landlord and Tenant agree to treat all information relating to this Amendment as confidential. This obligation of confidentiality shall not apply to disclosures compelled by law, any order of a court of competent jurisdiction or by a lawful proper subpoena, in which event Landlord or Tenant, as applicable, shall immediately notify the other party of the circumstances purporting to require such disclosure and shall refrain from such disclosure for the maximum period of time allowed by law so that such other party may take such actions as it may deem appropriate to protect the confidential information being sought. Notwithstanding the foregoing, Tenant and Landlord shall be permitted to disclose, to the extent necessary, the substance of this Amendment to their respective legal representatives and accountants. Acknowledging a default under this provision is a material default under the Lease, and that the damages suffered by Landlord resulting from a default by Tenant of this provision may be difficult to calculate, in addition to all remedies of Landlord, any previously Abated Rent shall be deemed immediately due and payable, and there shall be no further abatement of Rent hereunder.

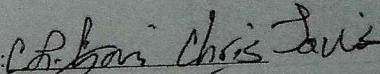
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Landlord:
BRANCH SANDHILL ASSOCIATES, LP,

By: Branch Sandhill GP, LLC,
Sole General Partner

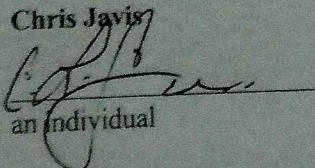
By: 
Terry M. Hampel
Manager

Tenant:
PINK BOW HAIR BOUTIQUE, LLC

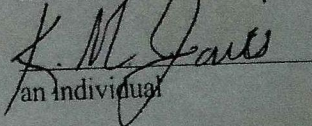
By: 
Its: Owner

Guarantor Ratification. By execution hereof Guarantor ratifies the terms of this Amendment and reaffirms the terms of the Guaranty, executed by Guarantor in conjunction with the Lease, through the Extended Term.

Guarantor:

Chris Jarvis

an individual

Kadenia M. Jarvis


an individual