



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment"), made and entered into this 12th day of November, 2009, by and between **VILLAGE AT SANDHILL, LLC**, a South Carolina limited liability company, successor-in-interest to Village at Sandhill, LLC, whose principal mailing address is c/o Kahn Development Company, 101 Flintlake Road, Columbia, South Carolina 29223 (hereinafter "Landlord") and [REDACTED], an individual, **d/b/a Donna Nails**, whose principal mailing address is 405 Aiken Hunt Circle, Columbia, South Carolina 29223 (hereinafter "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant heretofore entered into a Lease dated August 21, 2009, (the "Lease") for 1,190 square feet of total leasable floor area (hereinafter "Original Premises") located in Towne Center II at the Village at Sandhill Shopping Center, Columbia, South Carolina (hereinafter "Shopping Center"), for an original term of five (5) lease years (hereinafter "Term"); and

WHEREAS, Landlord and Tenant have agreed to modify the terms of the Lease upon the terms and conditions hereinafter set forth.

1. All capitalized terms used in this Amendment shall have the same meaning defined and used in the Lease, unless otherwise defined herein.

2. Section 13.3(a) of the Lease shall be amended to read as follows: "comprehensive general liability insurance, including, but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the Premises, to afford protection with limits, for each occurrence, of not less than Three Million Dollars (\$3,000,000.00) with respect to personal injury or death, and One Million Dollars (\$1,000,000.00) with respect to property damage".

3. Tenant covenants, warrants and represents to Landlord that there was no broker, finder or similar person entitled to a commission, fee or other compensation instrumental in consummating this Amendment and that no conversations or prior negotiations were had by Tenant or anyone acting on behalf of Tenant with any broker, finder or similar person concerning the renting of the Additional Premises. Tenant agrees to indemnify and hold Landlord harmless against and from all costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising from any claims for brokerage commissions, finder's fees or other compensation resulting from or arising out of any conversations, negotiations or actions had by Tenant or anyone acting on behalf of Tenant with any broker, finder or similar person. The provisions of this paragraph shall survive the expiration or earlier termination of this Amendment.

4. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, agreement or discharge is sought.

5. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and respective assigns. In the event of a discrepancy between the Lease and this Amendment, this Amendment shall prevail. The Amendment shall not be construed against the party who caused same to be prepared. The signatory of this document on behalf of each party represents that he/she is duly authorized to execute this document.

6. The modifications to the Lease provided for in this Amendment shall be effective as of the date first above written, except as otherwise provided.

7. This Amendment contains the entire understanding between the parties with respect to the matter contained herein. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein.

8. Except as modified by this Amendment, the Lease and all the terms, covenants, conditions, provisions and agreements thereof are hereby in all respects ratified, confirmed and approved. The Tenant hereby affirms that on the date hereof no breach or uncured default by Landlord has occurred and that the Lease and all of their respective terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto, and the Tenant hereby releases Landlord of and from all liabilities, claims, controversies, causes of action and other matters of every nature which, through the date hereof, have or might have arisen out of or in any way in connection with the Lease and/or the Premises.

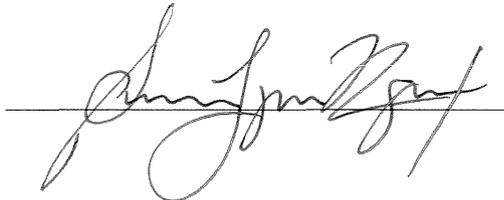
9. The submission of this Amendment to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto, unless and until Landlord shall execute a copy of this Amendment and deliver same to Tenant.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Amendment the day and year first above written.

WITNESS:



WITNESS:



LANDLORD:

VILLAGE AT SANDHILLS, LLC
A South Carolina limited liability company

By: 

Name: Alan B. Kahn

Title: Manager

TENANT:





STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

**SECOND AMENDMENT TO
LEASE**
(VILLAGE AT SANDHILL)

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of the 17th day of March, 2015, by and between **COLUMBIA COMMERCIAL, LLC**, a Delaware limited liability company, having a notice address of c/o Wells Fargo Bank, N.A., 301 S. College Street, Charlotte, North Carolina 28288, MAC D1053-150, Attn: [REDACTED], and [REDACTED], an individual, d/b/a Donna Nails, having a notice address of [REDACTED] ("Tenant").

WITNESSETH:

WHEREAS, Village at Sandhill, LLC, Landlord's predecessor-in-interest under the Lease, as herein defined, and Tenant entered into that certain Lease, dated August 21, 2009 (the "Original Lease"), as amended by that certain First Amendment to Lease dated November 12, 2009 (the Original Lease, as amended, is hereinafter referred to as the "Lease") whereby Landlord leases to Tenant, and Tenant leases from Landlord, certain retail space containing approximately 1,190 square feet and being located in a shopping center commonly known as Towne Center II at the Village at Sandhill Shopping Center, Columbia, South Carolina as the same is more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment for the purpose of (i) extending the term of the Lease for an additional five (5) years, and (ii) to modify the Annual Basic Rental; and

WHEREAS, all defined terms used herein, as indicated by the initial capitalization thereof, shall, unless otherwise expressly defined herein, have the same meaning herein as is ascribed thereto in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recital paragraphs are hereby incorporated herein by reference.
2. Lease Term Extension. Notwithstanding anything in the Lease to the contrary, the term of the Lease is hereby extended for all purposes under the Lease for five (5) years such that the term of the Lease shall expire on December 31, 2019 (the "Extension Term"). Accordingly, all references in the Lease to the "Expiration Date" or similar terms shall be deemed and construed to mean December 31, 2019.
3. Annual Basic Rental for the Extended Term. Notwithstanding anything contained in the Lease to the contrary, commencing on January 1, 2015, and continuing through the Extension

Term, Tenant shall pay Annual Basic Rental in accordance with the following schedule (and otherwise in accordance with Article 5 of the Lease and other applicable provisions):

Extended Term Lease Year	Annual Basic Rental per square foot	Monthly Annual Basic Rental	Annual Basic Rental
1 (1/1/15 – 12/31/15)	\$33.77	\$3,348.86	\$40,186.32
2 (1/1/16 – 12/31/16)	\$33.77	\$3,348.86	\$40,186.32
3 (1/1/17 – 12/31/17)	\$33.77	\$3,348.86	\$40,186.32
4 (1/1/18 – 12/31/18)	\$33.77	\$3,348.86	\$40,186.32
5 (1/1/19 – 12/31/19)	\$33.77	\$3,348.86	\$40,186.32

4. Ratification. Except to the extent expressly modified or amended by this Amendment, the Lease shall remain unmodified and in full force and effect and is hereby ratified and affirmed. To the extent of any inconsistency between the Amendment and the Lease, the terms and conditions of this Amendment shall control.

5. Counterpart Signatures. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The delivery of an executed counterpart of this Amendment by a party or its legal counsel to the other party or its legal counsel, by electronic delivery of a scanned (*i.e.*, .PDF) version of such document, shall constitute good and valid delivery hereof for all purposes (and Landlord and Tenant each hereby waive any defense that it might otherwise have to the validity or enforceability of this Amendment by virtue of any such counterpart execution or any such facsimile delivery or electronic delivery).

[SIGNATURES ON THE FOLLOWING PAGES]

[LANDLORD'S SIGNATURE PAGE TO AMENDMENT]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed as of the day and year first above written.

LANDLORD:

COLUMBIA COMMERCIAL, LLC,
a Delaware limited liability company

By: REDUS Properties, Inc., its sole
member

By: 
Name: Michael Wilson
Title: VP

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[TENANT'S SIGNATURE PAGE TO AMENDMENT]

TENANT:



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

**THIRD AMENDMENT TO
LEASE
(VILLAGE AT SANDHILL)**

THIS THIRD AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 21 day of AUGUST, 2019, by and between **COLUMBIA COMMERCIAL, LLC**, a Delaware limited liability company, having a notice address of c/o Wells Fargo Bank, N.A., 301 S. College Street, Charlotte, North Carolina 28202, MAC D1053-150, Attn: Ryan Sansavera ("Landlord"), and [REDACTED], an individual, d/b/a Donna Nails, having a notice address of 405 Aiken Hunt Circle, Columbia, South Carolina 29223 ("Tenant").

WITNESSETH:

WHEREAS, Village at Sandhill, LLC, Landlord's predecessor-in-interest under the Lease, as herein defined, and Tenant entered into that certain Lease, dated August 21, 2009 (the "Original Lease"), as amended by that certain First Amendment to Lease dated November 12, 2009, and as further amended by that certain Second Amendment to Lease dated March 17, 2015 (the Original Lease, as amended, is hereinafter referred to as the "Lease") whereby Landlord leases to Tenant, and Tenant leases from Landlord, certain retail space containing approximately 1,190 square feet and being located in a shopping center commonly known as Towne Center II at the Village at Sandhill Shopping Center, Columbia, South Carolina as the same is more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment for the purpose of (i) extending the term of the Lease for an additional five (5) years, and (ii) to modify the Annual Basic Rental; and

WHEREAS, all defined terms used herein, as indicated by the initial capitalization thereof, shall, unless otherwise expressly defined herein, have the same meaning herein as is ascribed thereto in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recital paragraphs are hereby incorporated herein by reference.
2. Lease Term Extension. Notwithstanding anything in the Lease to the contrary, the term of the Lease is hereby extended for all purposes under the Lease for five (5) years such that the term of the Lease shall expire on December 31, 2024 (the "Additional Extension Term"). Accordingly, all references in the Lease to the "Expiration Date" or similar terms shall be deemed and construed to mean December 31, 2024.
3. Annual Basic Rental for the Additional Extended Term. Notwithstanding anything contained in the Lease to the contrary, commencing on January 1, 2020, and continuing through the

Additional Extension Term, Tenant shall pay Annual Basic Rental in accordance with the following schedule (and otherwise in accordance with Article 5 of the Lease and other applicable provisions):

Additional Extended Term Lease Year	Annual Basic Rental per square foot	Monthly Annual Basic Rental	Annual Basic Rental
1 (1/1/20 – 12/31/20)	\$28.73	\$2,849.06	\$34,188.70
2 (1/1/21 – 12/31/21)	\$28.73	\$2,849.06	\$34,188.70
3 (1/1/22 – 12/31/22)	\$28.73	\$2,849.06	\$34,188.70
4 (1/1/23 – 12/31/23)	\$33.77	\$3,348.86	\$40,186.32
5 (1/1/24 – 12/31/24)	\$33.77	\$3,348.86	\$40,186.32

4. Condition of Premises. Tenant hereby continues to accept the Premises in its “AS IS, WHERE IS” condition, and Landlord shall have no obligation to construct, modify or otherwise make any repairs to the Premises.

5. Ratification. Except to the extent expressly modified or amended by this Amendment, the Lease shall remain unmodified and in full force and effect and is hereby ratified and affirmed. To the extent of any inconsistency between the Amendment and the Lease, the terms and conditions of this Amendment shall control.

6. Counterpart Signatures. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The delivery of an executed counterpart of this Amendment by a party or its legal counsel to the other party or its legal counsel, by electronic delivery of a scanned (*i.e.*, .PDF) version of such document, shall constitute good and valid delivery hereof for all purposes (and Landlord and Tenant each hereby waive any defense that it might otherwise have to the validity or enforceability of this Amendment by virtue of any such counterpart execution or any such facsimile delivery or electronic delivery).

[SIGNATURES ON THE FOLLOWING PAGES]

[LANDLORD'S SIGNATURE PAGE TO AMENDMENT]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed as of the day and year first above written.

LANDLORD:

COLUMBIA COMMERCIAL, LLC,
a Delaware limited liability company

By: REDUS Properties, Inc., its sole
member

By: 
Name: RYAN SANSAVERA
Title: VICE PRESIDENT

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[TENANT'S SIGNATURE PAGE TO AMENDMENT]

TENANT:

