

### THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "**Amendment**") is made to be effective \_\_\_\_\_ 2022 (the "**Effective Date**"), by and between INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, ("**Landlord**"), having a notice address 1801 27<sup>th</sup> Street, Vero Beach, FL 32960 Attn: Public Works Director; and BEAUTY SYSTEMS GROUP LLC, a Virginia limited liability company ("**Tenant**"), having a notice address at 3001 Colorado Blvd., Denton, Texas 76210, Attn: Real Estate, Store No. 10398.

#### **WITNESSETH:**

WHEREAS, Landlord's predecessor and Tenant entered into that certain Lease, dated April 1, 2014 with all subsequent amendments and extensions thereto, collectively hereinafter referred to as the "**Lease**", and whereby Landlord and Tenant are the current parties to the Lease for that certain retail premises consisting of 1,600 leasable square feet more particularly described in the Lease ("**Premises**") such Premises being part of Shopping Center located on real property more particularly described in the Lease, in the City of Sebastian and State of Florida; and

WHEREAS, the Lease Term shall expire on November 30, 2022; and

WHEREAS, Landlord and Tenant now desire to extend the term of the Lease and document other mutually agreed upon modifications, all as more fully set forth below;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### I. LEASE MODIFICATIONS

- A. Lease Term. The term of the Lease is hereby extended for a period of Two (2) years such that the term shall now expire on November 30, 2024 (the period from December 1, 2022, through November 30, 2024, herein the ("**Extension Period**"). Notwithstanding anything to the contrary contained in the Lease, the Minimum Annual Rent during the Extension Period shall be \$1,933.33 per month.
- B. No Option. The parties hereto acknowledge and agree that Tenant shall have no further right or option to renew or otherwise extend the Lease upon the expiration of the Extension Period. **At the end of the Extension Period, the Lease shall terminate and Tenant shall return possession of the Premises to Landlord in accordance with the terms of the Lease.**
- C. Designated Parking Space. During the Extension Period and any extension thereof, Tenant shall have the right to use, at no additional cost to Tenant, a dedicated curbside parking space outside Tenant's entrance north of the existing Handicap parking and Tenant shall have the right to identify such parking space accordingly.
- D. Gross Sales Reporting. Notwithstanding anything to contrary contained in the Lease, as of the Effective Date, Tenant shall not be required to provide Gross Sales reports to Landlord.

#### II. MISCELLANEOUS

- 1. Notwithstanding anything to the contrary contained in the Lease, Landlord hereby waives any lien, statutory or otherwise, that Landlord may have on Tenant's fixtures and personal property.
- 2. All capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

3. All the other terms and conditions of the Lease not specifically modified by this Amendment shall remain in full force and effect.
4. Landlord warrants and represents that it is the owner of the Shopping Center and the Premises and has the right, power and authority to execute this Amendment.
5. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.
6. The captions, section numbers and paragraph numbers appearing in this Amendment are inserted only as a matter of convenience and in no way define, amplify, limit, construe, or describe the scope or intent of any section of this Amendment.
7. This Amendment and the Lease contain the entire agreement between Landlord and Tenant, and supersede any prior agreements with respect thereto. Except for the warranties, representations, contingencies, conditions and/or agreements set forth in this Amendment and the Lease, no warranties, representations, contingencies, conditions, and/or agreements have been made by Landlord or Tenant, one to the other or between them.
8. This Amendment shall only be binding on the parties upon each party's receipt of a fully executed copy of this Amendment. This Amendment may be executed in multiple counterparts each of which when taken together shall constitute a binding agreement. This Amendment may be executed and delivered by electronic copy or via facsimile, which such electronic copy or facsimile signatures and delivery shall be valid and binding the same as if original documents were delivered.

LANDLORD AND TENANT DO HEREBY RATIFY AND AFFIRM THE SAID TERMS AND COVENANTS OF SAID LEASE AS AMENDED HEREIN. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE LEASE AND THE TERMS OF THIS AMENDMENT, THE TERMS, PROVISIONS AND CONDITIONS OF THIS AMENDMENT SHALL PREVAIL AND CONTROL.

**[REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]**

**[SIGNATURES ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective on the Effective Date first set forth above.

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

Approved as to form and legal sufficiency

BY: \_\_\_\_\_

Peter D. O'Bryan,

Chairman BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
William K. DeBaal  
Deputy County

Approved:

Attest: Jeffrey R. Smith, Clerk of Court  
and Comptroller

By \_\_\_\_\_  
Jason E. Brown  
County Administrator

By: \_\_\_\_\_

Deputy Clerk

**TENANT:**

SALLY BEAUTY SUPPLY LLC, a  
Virginia limited liability company

By: \_\_\_\_\_

Michael C. Smith  
Vice President of Real Estate