

AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is made to be effective _____, 2019 (the "**Effective Date**"), by and between INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, ("**Landlord**"), having a notice address 1801 27th 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

WHEREAS, Landlord purchased Sebastian Corners ("**Shopping Center**") and was assigned the Lease 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 term of the Lease shall expire on September 30, 2019; 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 September 30, 2021 (the period from October 1, 2019, through September 30, 2021, herein the "**Extension Period**"). Notwithstanding anything to the contrary contained in the Lease, the Minimum Annual Rent during the Extension Period shall be \$1,666.67 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. Insurance. Notwithstanding any other provisions contained in the Lease, the Landlord hereby approves of the form and content of the insurance certificates attached to this Amendment as Exhibit A (the "**Approved Insurance Certificates**") and further agrees that, provided the Tenant maintains at least the insurance coverages set out in the Approved Insurance Certificates, excluding the Umbrella Liability, the Tenant will be deemed to be in compliance with its insurance obligations under the terms of the Lease.

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 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.

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[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: _____
Bob Solari, Chairman

William K. DeBaal
Deputy County Attorney

BCC Approved: _____

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:  _____

Name: John Goss

Title: Group Vice President of Store Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2019 12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Safety National Casualty Corporation		15105
INSURER B : Commerce and Industry Insurance Company		19410
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1454045 Sally Beauty Holdings, Inc., Sally Beauty Supply, LLC, Beauty Systems Group, LLC
Sally Beauty de Puerto Rico, Inc
3001 Colorado Blvd.
Denton TX 76210

COVERAGES SALBE01 CERTIFICATE NUMBER: 15800928 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	GL 4045090	11/16/2018	11/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CAS 4045089	11/16/2018	11/16/2019	COMBINED SINGLE LIMIT (Eg accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	28189375	11/16/2018	11/16/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	(AOS)LDS4045085 (WI)PS4045088 (OH)SP4057785 *Excess WC \$500,000 SIR	11/16/2018 11/16/2018 11/16/2018 11/16/2018	11/16/2019 11/16/2019 11/16/2019 11/16/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> BOTH E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covered locations include all of Insureds' stores with lease agreements in effect or executed during the policy period. The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, workers' compensation, and excess workers' compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

15800928
Third Party Who Requires Evidence of Insurance.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Soudon

POLICY NUMBER: GL 4045090

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies.

Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV — Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: GL 4045090

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Designation Of Premises (Part Leased To You): All locations owned by, leased to or occupied by the insured.	
Name Of Person(s) Or Organization(s) (Additional Insured): As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	
Additional Premium:	\$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT
PRIMARY BASIS**

This endorsement modifies insurance provided under the following Coverage Form:

- COMMERCIAL GENERAL LIABILITY
- PRODUCTS/COMPLETED OPERATIONS
- LIABILITY LIQUOR LIABILITY
- POLLUTION LIABILITY

This endorsement changes the policy effective on the inception date of the policy unless another endorsement effective date is indicated below.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.

Designated Project, Location, or Work of Covered Operations:

As per written contract or agreement with the above described ^{person(s)} organization(s) or ^{person(s)} organization(s)

CHANGES

SECTION II - WHO IS AN INSURED is amended to include:

4. The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:
 - a. Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions while actively engaged in the performance of your ongoing operations involving the project(s), locations(s), or work designated in the Schedule and as specified in the contract between you and the above scheduled Additional Insured(s).
 - b. The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
 - (1) If the "occurrence" or offense takes place subsequent to the execution and effective date of such written contract: and,
 - (2) While such written contract is in force, or until the end of the policy period, which ever occurs first.
 - c. **How Limits Apply to Additional Insured(s)**
The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
 - (1) The limits of insurance specified in the written contract or written agreement; or,
 - (2) The Limits of Insurance provided by the Coverage Form.

Attachment Code: D55298 Certificate ID: 15665904
The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

d. Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

SECTION IV – CONDITIONS is amended by deleting item **a. Primary Insurance** under **4. Other Insurance** and replacing such item by the following, **only** with respect to insurance provided to the Additional Insured(s) shown in the above Schedule:

a. Primary Insurance and/or Primary and Non-Contributory Insurance

This insurance is primary if you have agreed in a written contract that this insurance is to be primary. If you have agreed in a written contract that this insurance is primary and non-contributory with the Additional Insured(s) own insurance, this insurance is primary, and we will not seek contribution from that other insurance.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to

Endorsement Effective 11/16/2018

Policy No. GL 4045090

Endorsement No.

Named Insured SALLY BEAUTY HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____