## NORTH CAROLINA

## ROWAN COUNTY

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made as of the \_\_\_\_ day of May, 2022, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and LISA LONG d/b/a LISA'S HAIR SALON ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 14th day of April, 2014 ("Lease") for an approximately 1000 square foot space Suite D-8 located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, 28147 (the "Leased Area"), and a First Amendment to Lease dated the 20<sup>th</sup> day of August, 2021 upon the terms and conditions contained therein; and

WHEREAS, Landlord and Tenant now desire to amend the Lease upon terms and conditions as amended herein in order to resolve certain rent issues that have arisen due to Covid-19 and NC Executive Orders that prohibited Tenant from physically opening the commercial space for income producing work and subsequently when allowed to re-open such Orders limited substantially the volume of business activities allowed within the space causing substantial loss in revenues; and

WHEREAS, Landlord has determined that it is in Landlord's best interest resolve these rent issues and accrued arrears of \$11,050.00 and support Tenant in her effort to remain at West End Plaza.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Section 1 is hereby amended to make the Effective Date of this Second Amendment the 1<sup>st</sup> day of July, 2022, with a New Term of five (5) years ending June 30, 2027 unless earlier terminated by the parties;
- 2. Section 2 is hereby amended to add a new Section 2(b): Due to the effects of Covid-19 and NC Executive Orders that prohibited Tenant from opening occupying the Leased Area for its customary business purposes as a hair salon, Landlord waives all rent obligations for accrued arrears through the date hereof, Tenant shall resume full rent payments in 2(a) above of \$650.00 per month for the New Term.
- 3. Except as expressly modified and amended by this First Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Second Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY, a Body Politic
BY:
Its: Manager/Chairman
TENANT: LISA LONG d/b/a LISA'S HAIR SALON
BY: