

## FIRST AMENDMENT TO LEASE

This is the First Amendment to that certain lease by and between the CITY OF SALEM, an Oregon municipal corporation ("Lessor") and ALLELU BEAUTY LLC, an Oregon limited liability corporation ("Lessee") dated June 22, 2021 ("Lease").

### RECITALS:

**Whereas**, pursuant to the Lease, Lessor leased to Lessee, certain real property located at 195 Liberty Street, Salem, Marion County, Oregon, as described in the Lease; and

**Whereas**, Lessor and Lessee are desirous of amending the Lease to provide for a non-compete clause to protect Lessee's lines of business.

**Now therefore**, the Parties agree as follows:

Article 34 of the Lease is hereby modified as follows:

#### 34. SPECIAL CONDITIONS

Lessee shall be entitled to two (2) months free rent and common area expense charges at the beginning of the term (August and September 2021). Lessor agrees to complete at its own cost: demising of the Premises from adjacent space, flooring installation (with product to be mutually agreed upon by Lessor and Lessee), and required electrical improvements to the Premises. Lessee shall be entitled to use of the existing back-lit sign above the Premises, Lessee shall bear the cost of the sign panel replacement. Tenant shall be granted access to the Premises at Lease signing to begin tenant improvements.

Lessor agrees that no other tenant/lessee in the Liberty Parkade shall be permitted to engage in the following lines of business: 1) spray tanning and 2) make-up/cosmetic services and retail sales.

<signature page to follow>

**IN WITNESS WHEREOF** the Parties have executed this instrument in their respective names by their duly authorized representatives as of the date above written.

**LESSEE:**

ALLELY BEAUTY LLC

**LESSOR:**

CITY OF SALEM

By: \_\_\_\_\_  
Amie K. Lapray, Manager

By: \_\_\_\_\_  
Steven D. Powers, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_