

FOURTH EXTENSION AND MODIFICATION OF LEASE

THIS FOURTH EXTENSION AND MODIFICATION OF LEASE (this "Fourth Extension") is entered into and made effective as of April 1, 2019 (the "Effective Date"), by and between **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, a Delaware limited liability company ("Landlord"), having an office at 3300 Enterprise Parkway, Beachwood, Ohio 44122, successor-in-interest to Inland-SAU Memphis American Way, L.L.C. ("Inland"), successor-in-interest to Topvalco, Inc. ("Topvalco"), and **MY CHI TRAN AND HUU PHUOC TRUONG**, husband and wife (d/b/a Beautiful Nail Salon) ("Tenant"), having an office at 7913 Windersgate Circle, Olive Branch, Mississippi 38654.

WITNESSETH:

WHEREAS, Topvalco and Tenant entered into a certain Lease dated April 5, 2005 (the "Original Lease"), wherein Topvalco leased to Tenant Unit No. 11 (f/k/a Space No. 11A) containing 950 square feet (the "Demised Premises") of the American Way in Memphis, Tennessee (the "Shopping Center"); and

WHEREAS, Inland subsequently succeeded to the right, title and interest of Topvalco in and to the Shopping Center; and

WHEREAS, Landlord subsequently succeeded to the right, title and interest of Inland in and to the Shopping Center; and

WHEREAS, the Original Lease was amended pursuant to a certain Extension and Modification of Lease dated January 25, 2010 (the "First Extension"), by and between Landlord and Tenant; and

WHEREAS, the Original Lease was further amended pursuant to a certain Second Extension and Modification of Lease dated May 13, 2013 (the "Second Extension"), by and between Landlord and Tenant; and

WHEREAS, the Original Lease was further amended pursuant to a certain Third Extension and Modification of Lease made effective as of April 1, 2017 (the "Third Extension", and together with the Original Lease, the First Extension and the Second Extension, the "Lease"); and

WHEREAS, the term of the Lease expired on March 31, 2019, and Tenant remained in occupancy of the Premises on a month-to-month basis under the terms and conditions of the Lease; and

WHEREAS, Landlord and Tenant hereto hereby desire to extend and modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby modified and extended as follows:

1. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Fourth Extension shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. In the event the terms of this Fourth Extension conflict with the terms of the Lease, the terms of this Fourth Extension shall control.
2. The term of the Lease shall be extended for a period of one (1) year commencing retroactively as of the Effective Date and terminating at 11:59 pm on March 31, 2020 (the "Fourth Extension Term").
3. Commencing as of the first day of the Fourth Extension Term, Tenant agrees to pay to Landlord as Minimum Rent for the Demised Premises, without any deduction or setoff, except as and to the extent expressly set

forth in the Lease, as amended hereby, the sums set forth on Schedule A attached hereto and made a part hereof. For purposes of determining the amount of Minimum Rent payable, the Lease year of the Fourth Extension Term shall commence on April 1 and expire on March 31.

4. 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 Fourth Extension Term.

5. Notwithstanding anything contained in the Lease to the contrary, all references in the Lease to "DDR Corp." are hereby changed to "SITE Centers Corp.".

6. The notice address of Landlord set forth in the Lease is hereby amended by deleting the address set forth therein and substituting the following addresses:

DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attention: Executive Vice President-Leasing

with copies to:

SITE Centers Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attention: General Counsel

7. Notwithstanding anything contained in the Lease to the contrary Tenant represents and warrants to Landlord that (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation, named by any Executive Order or the United States Treasury Department as a "terrorist," "Specially Designated National and Blocked Person," or other banned or blocked person, group, or nation (collectively, "Banned Persons") pursuant to any anti-terrorism law; (ii) Tenant is not engaged in this Fourth Extension, or instigating or facilitating this Fourth Extension, directly or indirectly on behalf of any Banned Person; (iii) Tenant currently does not appear, and throughout the Fourth Extension Term, or any renewal or extension thereof, neither Tenant, nor any officer, director, shareholder, partner, member or other owner of Tenant shall appear, on any list of Banned Persons; (iv) no anti-terrorism law prohibits Landlord from doing business with Tenant; (v) Tenant, its officers, directors, or principal shareholders, partner, member, or other owner of Tenant, shall not, during the Fourth Extension Term, or any renewal or extension thereof, violate any anti-terrorism laws; and (vi) Tenant, its officers, directors, principal shareholders, partners or members shall not, during the Fourth Extension Term, or any renewal or extension thereof, do business with any party, individual, or entity that has violated or will violate any anti-terrorism laws. For purposes of this Fourth Extension, "anti-terrorism laws" shall mean Executive Order 13224 and related regulations promulgated and enforced by the Office of Foreign Assets Control, the Money Laundering Control Act, the United States Patriot Act, or any similar law, order, rule or regulation enacted in the future. Tenant hereby agrees to defend, indemnify, protect, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, expenses (including attorneys' fees) and costs arising from or related to a breach of the foregoing representations and warranties. The foregoing indemnity obligations of Tenant shall survive the termination or expiration of the Lease, as extended.

8. This Fourth Extension may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the parties hereto, notwithstanding that the parties hereto are not signatories to the same counterpart.

9. Except as hereinbefore set forth, all terms, provisions and conditions contained in the Lease shall remain in full force and effect during the Fourth Extension Term.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands effective as of the Effective Date of this Fourth Extension set forth above.

WITNESSES AS TO LANDLORD:

LANDLORD:

DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.
a Delaware limited liability company

By: [Signature]
Robert M. McGovern, Senior Vice President of Leasing

[Signature]
(Print Name)

[Signature]
(Print Name)

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Robert M. McGovern, known to me to be the Senior Vice President of Leasing of **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, the Delaware limited liability company that executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company being thereunto duly authorized and that the same is his free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 28TH day of MAY, 2019.

My commission expires: DEC 6, 2020

[Signature]
Notary Public



BIANCA M. MOORE
Notary Public, State of Ohio
My Commission Expires
December 6, 2020

{signature blocks continue on the next page}

WITNESSES AS TO TENANT:
{witnesses as to both}

TENANT:

MY CHI TRAN AND HUU PHUOC TRUONG
husband and wife

Brittany N. Hall
Brittany N. Hall (Print Name)

My Chi Tran
MY CHI TRAN

Brittany N. Hall
Brittany N. Hall (Print Name)

Huu Phuoc Truong
HUU PHUOC TRUONG

STATE OF MS)
COUNTY OF Desoto) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared **MY CHI TRAN AND HUU PHUOC TRUONG**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Olive Branch MS
this 15 day of May, 2019.

My commission expires: 01-02-2020

Brittany N. Hall
Notary Public



SCHEDULE A
Rent Schedule

Minimum Rent

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
4/1/19 – 3/31/20	\$13.50	\$1,068.75	\$12,825.00