



June 24, 2020

**VIA E-MAIL ONLY TO: mibrahim6232@gmail.com**

**PAYMENT PLAN LETTER**

RE: VILLAGE MART – AMERICAN WAY  
Tenant ID #108428-30343-18138 & 108428-30343-18139

Dear Tenant:

This letter outlines the agreement between Landlord and Tenant regarding Tenant's payment plan (the "Letter Agreement").

For Lease #18138 - Landlord agrees to defer rent and NNN's for the months of April and May 2020, totaling \$12,854.88 (the "Deferred Payments"), and to waive accrued but unbilled late fees and interest relating to the Deferred Payments (the "Waived Amount"). The Deferred Payments shall be paid to Landlord on the dates set forth below, and in the following amounts:

- July 1, 2020 \$2,142.48
- August 1, 2020 \$2,142.48
- September 1, 2020 \$2,142.48
- October 1, 2020 \$2,142.48
- November 1, 2020 \$2,142.48
- December 1, 2020 \$2,142.48

For Lease #18139 - Landlord agrees to defer rent for the months of April and May 2020, totaling \$3,210.00 (the "Deferred Payments"), and to waive accrued but unbilled late fees and interest relating to the Deferred Payments (the "Waived Amount"). The Deferred Payments shall be paid to Landlord on the dates set forth below, and in the following amounts:

- July 1, 2020 \$535.00
- August 1, 2020 \$535.00
- September 1, 2020 \$535.00
- October 1, 2020 \$535.00
- November 1, 2020 \$535.00
- December 1, 2020 \$535.00

Payments are to be sent to SITE Centers Corp., Attn: Melvin Gaines, 3300 Enterprise Parkway, Beachwood, OH 44122.



**SITE CENTERS**

3300 Enterprise Pkwy., Beachwood, OH 44122 • 877-225-5337 • SiteCenters.com

Tenant agrees that all other ongoing financial obligations under the Lease shall be paid in full on or before the date required by the Lease. Failure to make any payment as required in this Letter Agreement shall constitute a breach of this Letter Agreement, and the Lease, and will entitle Landlord to immediately collect the Waived Amount. Any remaining Deferred Payments shall then become immediately due.

In SITE Centers' continuing efforts to maintain sustainability, Tenant authorizes Landlord to obtain energy consumption data.

Tenant represents to Landlord that it has sought or will seek all available financial assistance relating to the COVID-10 pandemic, including loans available from the Small Business Administration ("Funding", see <https://www.sitecenters.com/tenants/covid-19-resources> for additional resources). In the event Tenant succeeds in obtaining any Funding, then Tenant shall notify Landlord in writing of the Funding, including the source and amount, within ten (10) days after the earlier of (i) receipt of the Funding, or (ii) notification that Tenant would be receiving any such Funding. Tenant agrees to promptly repay the remaining Deferred Payment with proceeds received from Funding which are deemed or intended and allowed to be used to pay Landlord under the terms of such Funding. Additionally, Tenant agrees that no such collection of the proceeds by Landlord shall be deemed a waiver of the provisions of this Agreement. Tenant agrees to prepare and maintain, at Tenant's principal office, accurate records of Tenant's compliance with the requirements of this Section. The foregoing records shall be open at all reasonable times to Landlord to enable Landlord to determine Tenant's compliance with the requirements of this Section. In the event an examination or audit of such records discloses that Tenant did not comply with the requirements of this Section, then, in addition to all other rights and remedies available to Landlord under the Lease, as amended hereby, at law or in equity, (i) such failure shall constitute an immediate event of default under the Lease, as amended hereby, and Tenant shall not be entitled to the benefit of any notice or cure period otherwise provided for in the Lease, as amended hereby, (ii) the entire Balance that remains outstanding shall immediately become due and payable, and (iii) Tenant shall reimburse Landlord for the costs and expenses incurred by Landlord in connection with any such examination or audit.

Tenant acknowledges that this Letter Agreement is an accommodation provided by Landlord in light of the global COVID-19 pandemic and the resulting governmental restrictions. In consideration for such accommodation, except as expressly set forth in this Letter Agreement, Tenant acknowledges that it is not relieved of any obligations under the Lease as a result of the COVID-19 pandemic and the resulting governmental restrictions and that its lease remains in full force and effect.

Tenant understands and agrees that the terms of this Letter Agreement shall be kept confidential and that it will not disclose any of these terms to any third-party other than their attorneys, accountants and tax professionals or as may be required by law.

Please confirm if this is acceptable to you by signing the Letter Agreement below and returning it immediately to me.

Sincerely,



Sara L Hanko  
Director of Accounts Receivable



**SITE CENTERS**

3300 Enterprise Pkwy., Beachwood, OH 44122 • 877-225-5337 • [SiteCenters.com](https://www.SiteCenters.com)

TENANT:

VILLAGE MART

By: Abdoul Agne

Print Name: ABDOUL AGNE

Its: Accounts Manager

Date: 06/25/20



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