

## SECOND EXTENSION AND MODIFICATION OF LEASE

THIS SECOND EXTENSION AND MODIFICATION OF LEASE (this "Second Extension") is made and entered into as of this 24<sup>TH</sup> day of JANUARY, 2020 (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, **ABUNDANT LIFE FELLOWSHIP, INC.**, a Tennessee corporation (d/b/a Abundant Life Fellowship Church) ("Tenant"), having an office at 3747 Knight Arnold Road, Memphis, Tennessee 38118, and **JAMES E. HENDERSON AND BETHELYN F. HENDERSON**, husband and wife, whose address is 2125 Lakeland CV, Horn Lake, Mississippi 38637 (individually and collectively, "Guarantor").

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Lease dated July 24, 2013 (the "Original Lease"), wherein Landlord leased to Tenant Unit No. 2 containing 3,119 square feet (the "Premises") of the American Way in Memphis, Tennessee (the "Shopping Center"); and

WHEREAS, Tenant's performance under the Original Lease, as amended hereby, has been guaranteed by Guarantor pursuant to a certain Guarantee-Personal dated July 24, 2013 (the "Guarantee"). A copy of the Guarantee is attached hereto as Exhibit "1" and is made a part hereof; and

WHEREAS, the Original Lease was amended pursuant to a certain Extension and Modification of Lease, by and between Landlord and Tenant dated January 11, 2019 (the "First Extension", and together with the Original Lease, the "Lease"), whereby among other things, the term of the Lease was extended through January 31, 2020; and

WHEREAS, Landlord and Tenant hereto hereby desire to further 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 Second 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 Second Extension conflict with the terms of the Lease, the terms of this Second Extension shall control.
2. The term of the Lease shall be extended for a period of one (1) year commencing February 1, 2020 and terminating at 11:59 pm on January 31, 2021 (the "Second Extension Term").
3. Commencing as of the first day of the Second Extension Term, Tenant agrees to pay to Landlord as Minimum Rent for the 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 Second Extension Term shall commence on February 1 and expire on January 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 Second Extension Term.

5. 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 Second Extension, or instigating or facilitating this Second Extension, directly or indirectly on behalf of any Banned Person; (iii) Tenant currently does not appear, and throughout the Second 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 Second 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 Second 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 Second 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.

6. Guarantor hereby republishes and restates each and every term and covenant of the Guarantee as if fully rewritten herein for purposes of acknowledging that the Guarantee shall remain in full force and effect during the Extension Term and any renewals or extensions thereof.

7. This Second 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.

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

{remainder of page intentionally left blank}

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

WITNESSES AS TO LANDLORD:

LANDLORD:

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

Jeanne Joseph  
Jeanne Joseph (Print Name)

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

[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 24th day of JANUARY, 2020.

{seal}



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

Bianca M. Moore  
Notary Public

{signature blocks continue on the next page}





**SCHEDULE A**  
**Rent Schedule**

Second Extension Term

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
2/1/20 – 1/31/21	\$5.77	\$1,499.72	\$17,996.63

EXHIBIT "1"  
{PLEASE SEE ATTACHED}

# EXHIBIT "1"

## Guarantee - Personal

James E. Henderson and Bethelyn F. Henderson, husband and wife (hereinafter referred to individually as a "Guarantor" and collectively as "Guarantors"), whose address is 2125 Lakeland CV, Horn Lake, Mississippi 38637, as a material inducement to and in consideration of DDR-SAU MEMPHIS AMERICAN WAY, L.L.C., a Delaware limited liability company ("Landlord"), entering into a written lease ("Lease"), with Abundant Life Fellowship, Inc., a Tennessee corporation ("Tenant"), d/b/a/ Abundant Life Fellowship Church, dated 7-24-13, 2013, pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, premises located in the City of Memphis, State of Tennessee, described as follows:

The space, outlined in red on Exhibit "A", attached hereto and made a part hereof, within a one-story unit consisting of approximately 3,119 square feet, comprising a unit in Landlord's Shopping Center;

unconditionally and absolutely guarantee and promise, to and for the benefit of Landlord, its successors and assigns, that Tenant shall perform the provisions of the Lease that Tenant is to perform, including, but not limited to, payment of Minimum Rent, and any and all other sums, charges, costs and expenses payable by Tenant, its successors and assigns, under the Lease and the full performance and observance of all of the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns. The defined terms used herein shall have the same meaning as set forth in the Lease.

Guarantors' obligations are joint and several and are independent of Tenant's obligations under the Lease and shall not be discharged except by payment to and receipt by Landlord of all sums due under the Lease. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

Guarantors waive the benefit of any statute of limitations affecting Guarantors' liability under this Guarantee.

The provisions of the Lease may be changed by agreement between Landlord and Tenant, or their respective successors or assigns, at any time, or by course of conduct, without the consent of or without notice to Guarantors, including, without limitation, the rental obligations of Tenant, the Term of the Lease or the time for performance of any obligation thereunder, or the release, compromise or settlement of any Lease obligations. This Guarantee shall guarantee the performance of the Lease as changed. Assignment of the Lease (as permitted by the Lease) shall not affect this Guarantee.

This Guarantee shall not be affected by Landlord's failure or delay to enforce any of its rights.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantors or Tenant, or both, without prior notice to Guarantors, or Landlord can enforce against Guarantors or Tenant, or both, any rights that it has under the Lease or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantors without giving previous notice to Tenant or Guarantors, or without making any demand on either of them. This Guarantee is a guarantee of payment and not of collection.

Guarantors waive the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant; or (3) pursue any other remedy in Landlord's power. Guarantors waive any defense by reason of any disability of Tenant, including but not limited to any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute, or from the decision of any court, and waives any other defense based on the termination of Tenant's liability from any cause whatsoever. Until all of Tenant's obligations to Landlord have been discharged in full, Guarantors have no right of subrogation against Tenant. Guarantors waive their rights to enforce any remedies that Landlord now has, or later may have against Tenant. Guarantors waive any right to participate in any security now or later held by Landlord. Guarantors waive all presentments, demands for performance, notices of nonperformance,



protests, notices of protest, notices of dishonor and notices of acceptance of this Guarantee, and waives all notices of the existence, creation or incurring of new or additional obligations.

This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time any whole or partial payment or performance of any obligation under the Lease is or is sought to be rescinded or must otherwise be restored or returned by Landlord upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Tenant, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for Tenant or any substantial part of Tenant's property, or otherwise, all as though such payments and performance had not been made.

If Landlord disposes of its interest in the Lease, "Landlord", as used in this Guarantee, shall mean Landlord's successors.

If Landlord is required to enforce Guarantors' obligations by legal proceedings, Guarantors shall pay to Landlord all costs incurred, including, without limitation, reasonable attorneys' fees. Guarantor hereby waives trial by jury in any such legal proceedings.

If any term or provision of this Guarantee, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guarantee shall be valid and be enforced to the fullest extent permitted by law.

No waiver by Landlord of any provision or right hereunder shall be implied from any omission by Landlord to take any action on account of Landlord's right under such provision. Any express waiver by Landlord of any provision or right hereunder shall not act as a waiver of any provision or right elsewhere contained herein, and shall only act as a waiver as specifically expressed in said waiver, and only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same provision or right.

The rights and remedies given to Landlord by this Guarantee shall be deemed to be cumulative and not one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Landlord might otherwise have by virtue of a default under this Guarantee, and the exercise of one such right or remedy by Landlord shall not impair Landlord's standing to exercise any other rights or remedies.

All the terms, provisions and agreements of this Guarantee shall be construed liberally in favor of Landlord, shall inure to the benefit of and be enforceable by Landlord, its successors and assigns, and shall be binding upon Guarantors and their respective executors, representatives, administrators and assigns. In the event of the death of either Guarantor, the obligation of the deceased Guarantor under this Guarantee shall continue in full force and effect with respect to estate of such deceased Guarantor.

This Guarantee shall be governed by, and construed in accordance with the laws of the State of Tennessee.

(signature blocks on following page)



WITNESSES AS TO GUARANTORS:

GUARANTORS: James E. Henderson and Bethelyn F. Henderson

*James E. Henderson*  
*James F. Henderson*  
(Print Name)

(Witness #1 as to both)

*James Henderson*  
James Henderson

Social Security Number: [REDACTED]

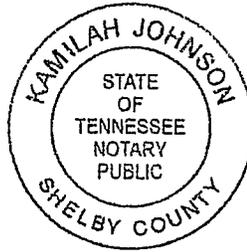
*Bethelyn F. Henderson*  
*Bethelyn F. Henderson*  
(Print Name)

(Witness #2 as to both)

*Bethelyn F. Henderson*  
Bethelyn F. Henderson

Social Security Number: [REDACTED]

*M.H. J.H.*



STATE OF

TN  
Shelby

)  
JSS:  
)

My Commission Expires August 24, 2013

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named James E. Henderson and Bethelyn F. Henderson, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Reid,  
Blair this 17 day of July, 2013.

Kamilah Johnson  
Notary Public

James E. Henderson