

FIFTH EXTENSION AND MODIFICATION OF LEASE

THIS FIFTH EXTENSION AND MODIFICATION OF LEASE (this "Fifth Extension") is entered into and made effective as of April 1, 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, 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

WHEREAS, the Original Lease was further amended pursuant to a certain Fourth Extension and Modification of Lease dated April 1, 2019 (the "Fourth Extension", and together with the Original Lease, the First Extension, the Second Extension, and the Third Extension, 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 Fifth 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 Fifth Extension conflict with the terms of the Lease, the terms of this Fifth Extension shall control.
2. The term of the Lease shall be extended for a period of one (1) year commencing as of the Effective Date and terminating at 11:59 pm on March 31, 2021 (the "Fifth Extension Term").

3. Commencing as of the first day of the Fifth 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.

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 Fifth Extension Term.

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

6. This Fifth Extension may be executed in multiple counterparts each of which when taken together shall constitute a binding agreement. This Fifth Extension may be executed and delivered by electronic copy (such as .pdf) or via facsimile, which such electronic copy or facsimile signatures and delivery shall be valid and binding the same as if original documents were delivered. Each party executing and delivering electronic or facsimile copies agrees to deliver originals to the other party promptly upon request.

(signatures on the following pages)

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

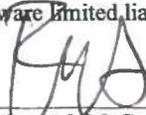
WITNESSES AS TO LANDLORD:


Jeane Joseph (Print Name)


Melissa Vazquez (Print Name)

LANDLORD:

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

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

WITNESSES AS TO TENANT:
{witnesses as to both}

MYCHI TRAN
(Print Name)

HUU PHUOC TRUONG
(Print Name)

TENANT:

MY CHI TRAN AND HUU PHUOC TRUONG
husband and wife

muchtran
MY CHI TRAN

Huu Phuoc Truong
HUU PHUOC TRUONG

SCHEDULE A
Rent Schedule

Minimum Rent

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
4/1/20 – 3/31/21	\$13.50	\$1,068.75	\$12,825.00