

SECOND EXTENSION AND MODIFICATION OF LEASE

THIS SECOND EXTENSION AND MODIFICATION OF LEASE, made and entered into at Beachwood, Ohio, (as of) this 13<sup>th</sup> day of May, 2013, 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 (individually and collectively, "Tenant"), having an office at 4045 American Way, Suite 11A, Memphis, Tennessee 38118.

WITNESSETH:

WHEREAS, Topvalco and Tenant entered into a certain lease dated April 5, 2005 ("Original Lease"), wherein Landlord leased to Tenant Unit No. 11 ("Premises") of the American Way in Memphis, Tennessee ("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, Landlord and Tenant entered into a Extension and Modification of Lease dated January 25, 2010, "First Extension", together with the Original Lease, the "Lease") and;

WHEREAS, Landlord and Tenant 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 and Modification of Lease shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. In the event that the terms of this Second Extension and Modification of Lease conflict with the terms of the Lease, the terms of this Second Extension and Modification of Lease shall control.

2. The term of the Lease shall be extended for a period of three (3) years commencing May 1, 2013 and terminating at 11:59 pm on April 30, 2016 (the "Extension Term").

3. Commencing as of the first day of the Extension Term, Tenant agrees to pay to Landlord as Minimum Rent for the Premises, without any deduction or setoff, the sums set forth on Schedule A attached hereto and made a part hereof. For purposes of determining the amount of Minimum Rent payable, each lease year of the Extension Term shall commence on May 1 and shall expire on April 30.

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 Extension Term.

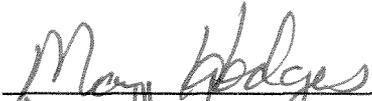
5. Notwithstanding anything contained in the Lease to the contrary, Landlord hereby warrants to Tenant that Landlord shall ensure the HVAC unit serving the Premises is in good working within thirty (30) days following the first day of the Extension Term, and Landlord shall perform all non-routine maintenance and repairs necessary to ensure the HVAC in good and working order during. Thereafter, Tenant shall be responsible for the maintenance, repair or replacement of the HVAC unit, and Tenant shall maintain a service contract for the routine performance of standard HVAC system maintenance, including but not limited to, periodic replacement of filters, oiling of mechanical components and inspection for wear and tear.

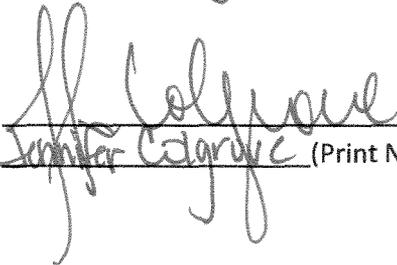
6. Tenant represents and warrants to Landlord that (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation, named by any Executive Order or the United States Treasury Department as a "terrorist", "Specially Designated National and Blocked Person", or other banned or blocked person, group, or nation (collectively, "Banned Persons") pursuant to any anti-terrorism law; (ii) Tenant is not engaged in this Lease transaction, or instigating or facilitating this Lease, directly or indirectly on behalf of any Banned Person; (iii) Tenant currently does not appear, and throughout the Lease Term, 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 Lease Term, violate any anti-terrorism laws; and (vi) Tenant, its officers, directors, principal shareholders, partners or members shall not, during the Lease Term, do business with any party, individual, or entity that has violated or will violate any anti-terrorism laws. For purposes of this Lease, "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 this Lease.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

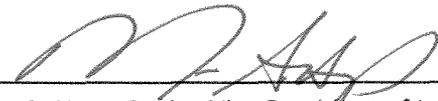
WITNESSES AS TO LANDLORD:

  
\_\_\_\_\_  
Mary Hodges (Print Name)

  
\_\_\_\_\_  
Jennifer Colgrave (Print Name)

LANDLORD:

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

By:   
\_\_\_\_\_  
Marc A. Hays, Senior Vice President of Leasing

WITNESSES AS TO TENANT:

MY CHI TRAN  
\_\_\_\_\_  
(Print Name)

HUU PHUOC TRUONG (Print Name)

TENANT:

**MY CHI TRAN**  
**HUU PHUOC TRUONG**

  
\_\_\_\_\_  
MY CHI TRAN

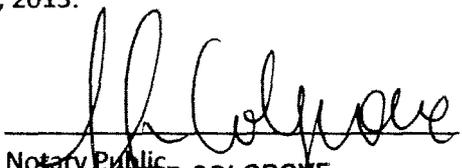
  
\_\_\_\_\_  
HUU PHUOC TRUONG

STATE OF OHIO )  
 )SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Marc A. Hays, Senior Vice President of Leasing of DDR-SAU Memphis American Way, LLC, the limited liability company which executed the foregoing instrument, who acknowledged that he did execute the foregoing instrument on behalf of said limited liability company and the same is his free and voluntary act and deed as Senior Vice President of Leasing and is the free act and deed of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 13<sup>th</sup> day of May, 2013.



  
Notary Public  
JENNIFER COLGROVE  
Notary Public, State of Ohio  
My Commission Expires 01/18/2015  
Recorded in Lake County

STATE OF )  
 )SS:  
COUNTY OF )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named My Chi Tran and Huu Phuoc Truong, 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 \_\_\_\_\_  
this 26<sup>th</sup> day of April, 2013.



  
Notary Public

SCHEDULE A

Rent Schedule

Years	\$ PSF	\$ Monthly	\$ Annum
1 – 3	\$13.00	\$1,029.17	\$12,350.00