

This Amendment is effective _____, 2020 by and between Landlord (defined below) and Tenant (defined below) D/B/A: [D/B/A NAME OF TENANT], each as referred to as a "Party" and collectively, the "Parties".

BACKGROUND

The Parties entered into a Specialty Lease Agreement dated [INSERT DATE OF SPECIALTY LEASE] (the "Lease"), where Landlord leased to Tenant certain space in the Center. The Parties desire to revise the Lease pursuant to this Amendment.

The COVID 19 pandemic ("Pandemic") has interrupted businesses in many ways, including governmental mandates to close, governmental restrictions on customers, disruptions in the supply chain, and extreme shifts in customer demands. Landlord agrees to reduce Tenant's obligation to pay Minimum Rent under the Lease due to Tenant's business being interrupted by the Pandemic.

In consideration of the mutual covenants and agreements in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Revisions.

1.1. Rent Deferral. Landlord shall defer _____% of the Minimum Rent payment due by Tenant on April 1, 2020 and May 1, 2020 in the total amount of \$ _____ ("Deferred Rent"). In addition to the regular payment of Minimum Rent due under the Lease, Tenant shall pay the Deferred Rent in six (6) consecutive equal monthly installments of \$ _____ ("Monthly Deferred Rent") each to Landlord on December 1, 2020, January 1, 2021, February 1, 2021, March 1, 2021, April 1, 2021, and May 1, 2021.

1.2. Term. The Lease currently expires on _____ ("Termination Date"). If the Termination Date occurs prior to May 31, 2021, the Parties hereby agree to extend the expiration date of the Lease to May 31, 2021 ("New Termination Date"). The period occurring the day after the Termination Date through and including the New Termination Date is the "Extended Term". Tenant's obligation to pay the Monthly Deferred Rent shall continue during the Extended Term (if any).

1.3. Minimum Rent During Extended Term. If the Term is extended, Tenant shall pay a monthly Minimum Rent amount during the Extended Term equal to the Minimum Rent amount set forth in the Lease due on the 1st of the month when the Termination Date occurred.

1.4. Early Termination. If Tenant terminates the Lease prior to the final payment of the Deferred Rent, the remaining Deferred Rent shall be due and payable by Tenant to Landlord on or before the termination date. The payment of the Deferred Rent shall survive the early termination of the Lease.

1.5. Bankruptcy. The Parties agree that in the event of the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant's assignment for the benefit of creditors prior to the repayment of the Deferred Rent, should Tenant reject the Lease pursuant to 11 U.S.C. 365 of the United States Bankruptcy Code, (a) Landlord shall be entitled to file a rejection damage claim pursuant to Bankruptcy Code Section 502(b)(6) of the Bankruptcy Court for the full prior rents as if this Amendment was null and void, and (b) Landlord shall be entitled to file an administrative claim for all post-petition rent due under the Lease from the petition date in the bankruptcy case through and including the date of rejection of the Lease under Bankruptcy Code Section 365.

2. Miscellaneous.

2.1. Except as expressly modified, the Lease is and shall remain in full force and effect. In the event of a conflict between this Amendment and the Lease, the terms of this Amendment shall govern and control. All capitalized terms not defined in this Amendment shall have the meaning in the Lease. This Amendment may be executed in counterparts, each may be deemed an original, and all counterparts together shall constitute one and the same document.

The Parties have executed this Amendment as of the date first set forth above.

"Landlord": **LANDLORD**

"Tenant": **TENANT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Disclaimer: This document is not an offer or promise to modify a Lease with Washington Prime Group ("WPG"). This document is not legal advice or opinion by WPG (or any of its affiliates). Independent counsel should review this form for anyone who desires to utilize it.