



August 14, 2020

**VIA E-MAIL ONLY TO:**

[billyd958@gmail.com](mailto:billyd958@gmail.com)

Builguissa Diallo

10244 N. Green Moss Drive

Cordova, TN 38018

**PAYMENT PLAN LETTER**

RE: Builguissa Diallo d/b/a African Braid Actions – American Way  
Lease # 30343-16989

Dear Tenant:

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

As of April 13, 2020, Tenant owes \$9,327.06. In consideration of other terms and conditions set forth herein, Landlord agrees to defer the rent for the months April, May and June 2020, for a total of \$4,430.85 (the "Deferred"), and to waive accrued but unbilled late fees and interest relating to the Balance (the "Waived Amount"), subject to Tenant complying with the terms and conditions set forth in this Letter Agreement. Tenant agrees to pay the balance, including August rent and additional rents as outlined by the Lease by August 21, 2020 (the "Balance").

The **Balance and Deferred Payments** shall be paid to Landlord on the dates set forth below, and in the following amounts:

- |                            |                 |
|----------------------------|-----------------|
| • August 21, 2020          | \$4,896.21      |
| • <b>October 15, 2020</b>  | <b>\$492.32</b> |
| • <b>November 15, 2020</b> | <b>\$492.32</b> |
| • <b>December 15, 2020</b> | <b>\$492.32</b> |
| • <b>January 15, 2021</b>  | <b>\$492.32</b> |
| • <b>February 15, 2021</b> | <b>\$492.32</b> |
| • <b>March 15, 2021</b>    | <b>\$492.32</b> |
| • <b>April 15, 2021</b>    | <b>\$492.32</b> |
| • <b>May 15, 2021</b>      | <b>\$492.32</b> |
| • <b>June 15, 2021</b>     | <b>\$492.29</b> |

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

**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 (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.

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

Sincerely,



Jonet'a Bailey  
Paralegal I  
Accounts Receivable

**TENANT:**  
**Builguissa Diallo d/b/a African Braid Actions**

By: Builguissa Diallo

Print Name: BUILGUSSA DIALLO

Its: \_\_\_\_\_

Date: 08-16-2020



**SITE CENTERS**

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

## **Gliha, Carol**

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**From:** Michael, Hilary  
<hmichael@sitecenters.com>  
**Sent:** Tuesday, August 11, 2020  
7:51 AM  
**To:** Bailey, Jonet'a  
**Subject:** RE: African Braid Action  
30343-16989 FW: PPP  
application

OK – I'm not sure if what we can offer will be enough, but let's offer and see what the tenant says.

3 months deferred paid back in 9 equal installments starting in September or October. You will need to figure out how the remaining delinquency gets paid before then. If she can't do it, last resort is to reach out to leasing to see if they want to or can help.

**Hilary Michael**  
LITIGATION COUNSEL II

**O:** 216-755-5513 • **M:** 216-244-4536  
**E:** hmichael@sitecenters.com

**SITE CENTERS**  
3300 Enterprise Pkwy  
Beachwood, OH 44122  
sitecenters.com • NYSE: SITC

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**From:** Bailey, Jonet'a  
**Sent:** Tuesday, August 4, 2020 2:27 PM  
**To:** Michael, Hilary  
<hmichael@sitecenters.com>  
**Subject:** RE: African Braid Action 30343-16989  
FW: PPP application

Hi Hilary,  
I requested and am attaching what the Tenant sent me between yesterday and today.

**Jonet'a Bailey**  
PARALEGAL I

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**O:** 216-755-5741

**E:** [jbailey@sitecenters.com](mailto:jbailey@sitecenters.com)

**SITE CENTERS**

3300 Enterprise Pkwy  
Beachwood, OH 44122  
sitecenters.com • NYSE: SITC

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**From:** Michael, Hilary

**Sent:** Monday, August 3, 2020 11:55 AM

**To:** Bailey, Jonet'a <[jbailey@sitecenters.com](mailto:jbailey@sitecenters.com)>

**Subject:** RE: African Braid Action 30343-16989

FW: PPP application

Good morning,

Can you request bank statements and sales? I don't think I have either.

Thanks,

**Hilary Michael**

LITIGATION COUNSEL II

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**O:** 216-755-5513 • **M:** 216-244-4536

E: [hmichael@sitecenters.com](mailto:hmichael@sitecenters.com)

**SITE CENTERS**

3300 Enterprise Pkwy  
Beachwood, OH 44122  
sitecenters.com • NYSE: SITC

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**From:** Bailey, Jonet'a

**Sent:** Monday, July 20, 2020 6:01 PM

**To:** RentInquiry

<[RentInquiry@sitecenters.com](mailto:RentInquiry@sitecenters.com)>; Tenant  
Services <[Tenant\\_Services@sitecenters.com](mailto:Tenant_Services@sitecenters.com)>

**Cc:** Michael, Hilary

<[hmichael@sitecenters.com](mailto:hmichael@sitecenters.com)>

**Subject:** African Braid Action 30343-16989 FW:  
PPP application

Good Evening,

This LIT Tenant has their files for RAP  
/consideration for assistance with their rent  
after receipt of a demand letter from our  
outside counsel.

Thank you,

**Jonet'a Bailey**  
PARALEGAL I

**O:** 216-755-5741

**E:** [jbailey@sitecenters.com](mailto:jbailey@sitecenters.com)

**SITE CENTERS**

3300 Enterprise Pkwy  
Beachwood, OH 44122  
sitecenters.com • NYSE: SITC

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**From:** Billy Diallo <[billyd958@gmail.com](mailto:billyd958@gmail.com)>

**Sent:** Friday, July 17, 2020 4:49 PM

**To:** Bailey, Jonet'a <[jbailey@sitecenters.com](mailto:jbailey@sitecenters.com)>

**Subject:** Fwd: PPP application

Sent from my iPhone

Begin forwarded message:

**From:** Garrick Rainey

<[garrick.rainey@regions.com](mailto:garrick.rainey@regions.com)>

**Date:** July 9, 2020 at 3:33:32  
PM CDT

To: Builguissa Diallo  
<billyd958@gmail.com>  
Subject: PPP application

Here you are.

#



J duulfn#J dlqhl  
I lqdlf.lq#J hawlrqvk.lq#v#  
Frqvxawdqw  
Frugryd#N ulq.lw#Eudqfk  
973#Q #J hp dqwrz q#S dunz d|  
Frugryd#N Q #5;34;  
Sk#34B;3B:83  
I {1#34B;3B::8

🚲 Do what is right 🚲 Put people  
first 🚲 Reach higher 🚲 Focus on  
your customer 🚲 Enjoy life