

THIRD EXTENSION AND MODIFICATION OF LEASE

THIS THIRD EXTENSION AND MODIFICATION OF LEASE (this "Third Extension"), made and entered into this 4 day of May, 2012 (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, and **BUILGUISSA DIALLO**, an unmarried individual ("Tenant"), having an office at 3157 Danube Lane, Memphis, Tennessee 38119.

WITNESSETH:

WHEREAS, Topvalco, Inc. ("Original Landlord") and Tenant and Gora Sow ("Sow," and together with Tenant, "Original Tenant") entered into a certain lease dated February 24, 2003 (the "Original Lease"), wherein Original Landlord leased to Original Tenant Space No. 10, now known as Unit No. 12 (the "Demised Premises") of the American Way Shopping Center in Memphis, Tennessee (the "Shopping Center"); and

WHEREAS, Inland-SAU Memphis American Way, L.L.C. ("Inland") succeeded to the right, title and interest of Original Landlord in and to the Shopping Center and the Original Lease; and

WHEREAS, the Original Lease was extended and modified by that certain Lease Extension Agreement by and between Inland and Original Tenant dated May 25, 2006 (the "First Extension"); and

WHEREAS, Landlord succeeded to the right, title and interest of Inland in and to the Shopping Center and the Original Lease, as amended; and

WHEREAS, the Original Lease was further extended and modified by that certain Extension and Modification of Lease by and between Landlord and Original Tenant dated December 3, 2008 (the "Second Extension," and together with the Original Lease and the First Extension, the "Lease"); and

WHEREAS, Tenant has advised Landlord that neither Sow nor any successor thereof, has any right, title or interest in and to the Demised Premises; and

WHEREAS, Landlord and Tenant 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 are 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 Third Extension 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 Third Extension conflict with the terms of the Lease, the terms of this Third Extension shall control.

2. Tenant represents and warrants to Landlord that Sow and no other party or individual, other than Tenant, has any right, title or interest in and to the Demised Premises. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, demands, causes of action, loss, cost or expense arising from any claims asserted by third parties against Landlord claiming any interest in or to the Demised Premises by or through Sow.

3. Upon execution of this Third Extension and Landlord's receipt of the first installment of rent and any other charges owed by Tenant from Tenant, Sow shall be released from any and all liability accruing subsequent to the first day of the Extension Term (as hereinafter defined). Any sum which cannot be determined by Landlord as

of the date Sow shall be released from liability shall be paid by Sow within thirty (30) days after receipt of a statement for such sums. The obligation to pay any such sums shall survive the date of this Third Extension.

4. The term of the Lease shall be extended for a period of three (3) years commencing April 1, 2012, and terminating at midnight March 31, 2015 (the "Extension Term").

5. Commencing as of the first day of the Extension Term, Tenant agrees to pay to Landlord as rent for the Demised 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 rent payable, each lease year of the Extension Term shall commence on April 1 and shall expire on March 31.

6. Tenant agrees and acknowledges that (i) as of March 15, 2012, Tenant has an outstanding balance in the estimated amount of Eight Hundred Eighty-Four and 12/100 Dollars (\$884.12) (the "Estimated Outstanding Balance") due to Landlord, (ii) Landlord's execution of this Third Extension shall not negate, amend, modify or otherwise change Tenant's obligation to pay to Landlord the Estimated Outstanding Balance or any other obligations due and payable in connection with the Lease accruing on or prior to the Effective Date (collectively, "Additional Obligations"), and (iii) Landlord's execution of this Third Extension prior to Tenant's payment of the Estimated Outstanding Balance or any Additional Obligations shall not constitute a waiver of any of Landlord's rights and/or remedies set forth in the Lease related to the Estimated Outstanding Balance and/or Additional Obligations.

7. Commencing as of January 1, 2012, Section 6.1 of the Lease is amended by adding the following to the end of the Section:

"Notwithstanding the foregoing, Tenant's proportionate share of the cost incurred by Landlord for the operation and maintenance of the Common Area shall also include repairing, maintaining and replacing the roofs of all buildings within the Shopping Center."

8. Notwithstanding anything to the contrary set forth in the Lease, all insurance policies required to be carried by either party pursuant to the terms set forth in the Lease shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies shall include such waiver clause or endorsement. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of the Lease. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Demised Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to the Lease. Notwithstanding the above, Landlord and Tenant agree and acknowledge that the waiver of subrogation herein contained shall expressly extend to and include any uninsured loss paid by the insured in the form of a deductible or self-funded retention cost.

9. Notwithstanding anything to the contrary contained in the Lease, provided Tenant shall not then be in default of any term or provision of the Lease during the Extension Term, Landlord shall pay the one-time cost to replace the HVAC system serving the Demised Premises ("HVAC System"). From and after the date of the installation of the HVAC System (the "Installation Date"), all maintenance, repair and/or replacement of the HVAC System shall be performed by Tenant, at Tenant's sole cost and expense. Landlord shall not reimburse Tenant for any costs incurred by Tenant after the Installation Date for the repair, maintenance, or replacement of the HVAC System. Within a reasonable time after the Installation Date, Landlord shall transfer all applicable HVAC warranties (if any) to Tenant for the remainder of the Extension Term.

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

11. The notice address of Landlord set forth in Section 11.1 of the Lease is hereby amended. All notices to Landlord shall be sent to the following address:

3300 Enterprise Parkway
Beachwood, Ohio 44122
Attention: Executive Vice President-Leasing;

with copies to DDR Corp. at the following address:

3300 Enterprise Parkway
Beachwood, Ohio 44122
Attention: General Counsel

12. The notice address of Tenant set forth in Section 11.1 of the Lease is hereby amended. All notices to Tenant shall be sent to the following address:

3157 Danube Lane
Memphis, Tennessee 38119

13. 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.

14. The Lease, as modified by this Third Extension, and all the covenants, provisions and conditions herein and therein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Tenant in violation of the Lease as amended hereby shall vest in the assigns any right, title or interest whatsoever.

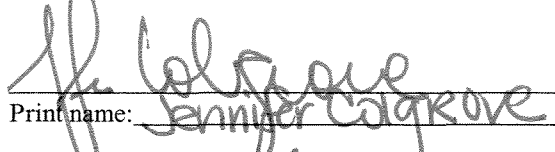
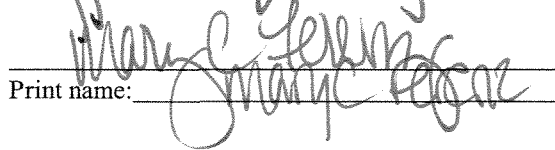
15. Except as hereinbefore set forth, all terms, provisions and conditions contained in the Lease shall remain in full force and effect during the Extension Term and any renewals thereof.

16. This Third 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, notwithstanding that all the parties are not signatories to the same counterpart.

(Signatures appear on the following page.)


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

WITNESSES AS TO LANDLORD:


Print name: Jennifer Colgrove

Print name: Mary C. Leasing

LANDLORD:

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

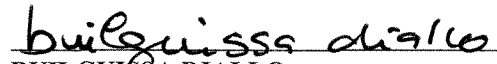
By: 
Marc A. Hays,
Senior Vice President of Leasing

WITNESSES AS TO TENANT:

Print name: _____

Print name: _____

TENANT:

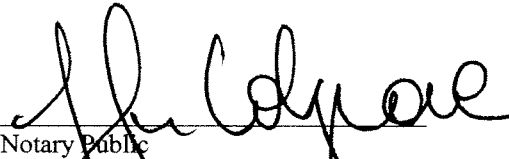

BUILGUISSA DIALLO

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Marc A. Hays, known to me to be the Senior Vice President of Leasing of **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, a Delaware limited liability company and the limited liability company which 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 as such officer and 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 4 day of May, 2012.

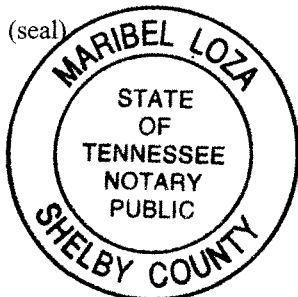


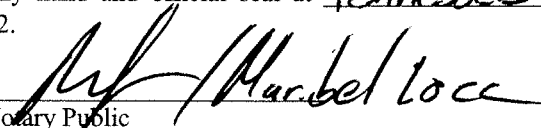

Notary Public
JENNIFER COLGROVE
Notary Public, State of Ohio
My Commission Expires 01/18/2015
Recorded in Lake County

STATE OF Tennessee)
)SS:
COUNTY OF Shelby)

BEFORE ME, a Notary Public in and for said County and State, appeared the above-named **BUILGUSSA DIALLO**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Tennessee, this 23 day of March, 2012.




Notary Public

**My Commission Expires
April 17, 2013**

SCHEDULE A

Rent Schedule

Years	\$ PSF	\$ Monthly	\$ Annum
1	\$10.13	\$987.68	\$11,852.10
2	\$10.43	\$1,017.31	\$12,207.66
3	\$10.75	\$1,047.82	\$12,573.89

*** Rent calculations based on three percent (3%) increases in the annual rent amounts.**