

## EXTENSION AND MODIFICATION OF LEASE

THIS EXTENSION AND MODIFICATION OF LEASE (this "Modification") is made and entered into as of this 30 day of December, 2008, 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, Attn: Executive Vice President, successor-in-interest to Inland-SAU Memphis American Way, L.L.C. ("Inland"), successor-in-interest to Topvalco, Inc. ("Topvalco"), and **BUILGUISSA DIALLO**, an unmarried individual, having an office at 3157 Danube Lane, Memphis, Tennessee 38119, and **GORA SOW**, an unmarried individual, having an office at 3157 Danube Lane, Memphis, Tennessee 38119.

### WITNESSETH:

WHEREAS, Topvalco and Tenant entered into a certain Lease dated February 24, 2003 (the "Original Lease"), wherein Topvalco leased to Tenant Unit No. 12 containing 1,170 square feet (the "Demised Premises") of the American Way Shopping Center 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, the Original Lease was amended pursuant to a Lease Extension Agreement dated May 25, 2006, between Inland Southern Management Corp., as agent for Inland, and Tenant (the "Extension", and together with the Original Lease, the "Lease"), whereby, among other things, the Lease Term was extended through March 31, 2009; and

WHEREAS, Landlord subsequently succeeded to the right, title and interest of Inland in and to the Shopping Center; 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 extended and modified as follows:

1. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Modification 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 Modification conflict with the terms of the Lease, the terms of this Modification shall control.

2. The Lease Term shall be extended for a period of three (3) years commencing as of April 1, 2009, and terminating at midnight on March 31, 2012 (the "Extension Term").

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

4. Section 6.1 of the Original Lease is hereby amended by adding the following to the end of said 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 painting of exterior surfaces of Shopping Center buildings."

5. Notwithstanding anything contained in the Lease to the contrary, Landlord's insurance obligations with respect to the Shopping Center and Tenant's contribution for such insurance shall be as follows:

i. **Landlord's Insurance.** Landlord agrees to carry insurance under a Special Form Cause of Loss Policy (or an equivalent policy that becomes the insurance industry standard in the future) on the Shopping Center improvements constructed by Landlord in an amount equal to at least eighty percent (80%) of the insurable value of such improvements, together with endorsements insuring against such other risks as Landlord deems appropriate (including, but not limited to, earthquake, flood, boiler and machinery, plate glass, power failure, mold, windstorm, terrorism, seepage or leakage and loss of rent) and in such amounts, with such terms and with such insurers, all as Landlord deems appropriate in Landlord's sole discretion. Such insurance shall specifically exclude Tenant's personal property. Landlord shall also maintain in full force and effect throughout the Lease Term commercial general liability insurance with regard to the Common Areas with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate, for bodily injury, death and property damage liability. Landlord shall have the right to carry its insurance under "blanket" and/or "umbrella" policies covering the Shopping Center and other properties. Any insurance policies maintained by Landlord may include deductibles, self-insured retentions or the like in amounts determined by Landlord, in Landlord's sole discretion. Landlord shall have the right, but not the obligation, to maintain commercial insurance policies covering some or all of the deductibles, self-insured retentions or the like which are provided in any of Landlord's other insurance policies. The insurance policies maintained by Landlord pursuant to this paragraph are individually and collectively referred to herein as "Landlord's Insurance". Tenant agrees that Tenant's contribution to the foregoing insurance shall be as provided for in the following paragraph; provided, however, that Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder.

ii. **Insurance Charge.** Tenant's contribution for Landlord's Insurance in calendar year 2008 is estimated to be Three Hundred Twenty-Seven and 60/100 Dollars (\$327.60) per annum (Zero and 28/100 Dollars (\$0.28) per square foot, per annum), plus the cost, if any, associated with any high risk endorsements and related deductibles and self insured retention costs as described in the preceding paragraph, subject to annual increase. Tenant agrees to pay Landlord the following amounts, which collectively constitute Tenant's "Insurance Charge": Tenant's proportionate share of the cost and expense of (A) Landlord's Insurance, as estimated in the preceding sentence, plus (B) any deductible or self-insured retention actually paid in connection with Landlord's Insurance. Tenant agrees to pay to Landlord, in monthly installments, in advance on the first day of each month, Tenant's estimated Insurance Charge for Landlord's Insurance. For purposes of this paragraph, Tenant's proportionate share of the Insurance Charge shall be determined by multiplying the total cost by a fraction, the numerator of such fraction being the square footage of the Demised Premises and the denominator of such fraction being the gross leasable area of the Shopping Center as of the date hereof (or as may hereafter exist), excluding from the denominator the square footage of (i) any occupant in the Shopping Center who maintains property damage insurance on its building and/or commercial general liability insurance for the Common Areas within its parcel, (ii) any space which is not completely constructed and/or has not been initially leased and occupied by a tenant, and (iii) that portion of the Shopping Center building(s) which cannot be reasonably leased and has been decommissioned by Landlord for reasons such as, but not limited to, lack of access, reasonable visibility from the public right of way, and/or violations or lack of compliance with applicable building codes. Subsequent to the expiration of the period used by Landlord in estimating Tenant's proportionate share of the Insurance Charge, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's proportionate share of the Insurance Charge for such period and within fifteen (15) days from receipt of Landlord's statement, Tenant shall pay to Landlord or Landlord shall remit to Tenant, as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's Insurance Charge for such period as shown by such statement. In the event Landlord maintains blanket and/or umbrella policies which insures premises or risks in addition to the Shopping Center or the rents therefrom, the statement of the insurer shall be conclusive as to the portion of the total premium attributable to the Shopping Center.

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 Modification, or instigating or facilitating this Modification, 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 Modification, "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 Modification.

7. To the extent permitted by applicable law, Landlord and Tenant waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other or any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Demised Premises.

8. As a material inducement for Landlord to enter into this Modification with Tenant, Landlord shall, throughout the Lease Term and any renewals thereof, have the right at Landlord's expense to relocate Tenant to other demised premises (the "New Demised Premises") within the Shopping Center. In the event Landlord elects to exercise the right of relocation, Landlord shall deliver written notice to Tenant identifying the location of the proposed New Demised Premises ("Landlord's Notice"). In the event Tenant shall not agree to the New Demised Premises proposed by Landlord, Tenant shall have the right to terminate the Lease within ten (10) days after the date of Landlord's Notice by delivering written notice to Landlord of its election to terminate ("Tenant's Termination Notice"). In the event Tenant elects to terminate the Lease, Landlord shall have the option to rescind Tenant's Termination Notice by delivering notice to Tenant ("Landlord's Rescission Notice") within fifteen (15) days after the date Landlord receives Tenant's Termination Notice, in which event, Tenant's Termination Notice shall be null and void and the Lease shall continue full force and effect without relocation of Tenant. If Landlord does not provide Landlord's Rescission Notice to Tenant, the Lease and the obligations of the parties, excluding any obligations of the parties that expressly survive the termination or expiration of the Lease, or have otherwise accrued as of the Termination Date (hereinafter defined), shall terminate as of the date which is twenty (20) days after the date of Tenant's Termination Notice (the "Termination Date"), provided Tenant pays to Landlord all sums and charges due and owing by Tenant to Landlord through and including the Termination Date. Any sum which cannot be exactly determined by Landlord as of the Termination Date shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of a statement therefor. The foregoing obligation shall survive termination of the Lease. If Tenant shall not terminate the Lease within the ten (10) day period set forth above, Tenant shall be deemed to have waived its right to terminate the Lease pursuant to this Section, and Tenant shall relocate to the New Demised Premises. Landlord's rescission of Landlord's Notice shall not be deemed a waiver of Landlord's right to relocate Tenant to New Demised Premises in the future.

9. Notwithstanding anything contained in the Lease to the contrary, and subject to the terms hereof, in the event Tenant shall request Landlord's consent to an assignment of the Lease or sublease of the Demised Premises, Tenant shall pay Landlord, as a condition to obtaining Landlord's consent, the reasonable costs and expenses incurred by Landlord to review and/or prepare documents in connection with such assignment or sublease (including Landlord's reasonable attorneys' fees) and, in addition, a consent fee of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per request, regardless of whether such assignment or sublease is consummated by Tenant or consented to by Landlord.

10. Notwithstanding anything contained in the Lease to the contrary, in addition to Tenant's contribution for Tenant's proportionate share of the cost incurred by Landlord for the operation and maintenance of the Common Area, Tenant shall also be required to pay to Landlord an amount equal to Zero and 15/100 Dollars (\$0.15) per square foot of gross leasable area of the Demised Premises per year (the "Reserve Account"), representing Tenant's contribution for "major repairs" to or replacement of Common Area improvements performed by Landlord. Tenant's contribution to the Reserve Account shall be paid in equal monthly installments during the Lease Term or any renewals and extensions thereof, in advance, on or before the first day of each calendar month. The term "major repairs" shall include, but shall not be limited to, repairs to or replacement of parking lot surfaces, sidewalks and utility lines. Funds contributed by Tenant to the Reserve Account shall not be applied to the items recited in Section 6.1 of the Original Lease, but shall be retained by Landlord until such time as Landlord shall

perform a major repair, regardless of the date(s) such amount was contributed by Tenant. In no event shall Tenant be entitled to a refund of the amounts so contributed by Tenant to the Reserve Account.

11. In the event that Landlord notifies Tenant that it has received complaints from adjacent tenants of the Shopping Center with respect to odors emanating from the Demised Premises, then Tenant shall, at its sole cost and expense, properly ventilate the Demised Premises so that such adjoining tenants shall not be disturbed or disrupted by such odors. Such ventilation work shall (i) comply with all applicable laws, rules, regulation, ordinances and codes, (ii) be subject to Landlord's reasonable approval with respect to the scope of such work, and (iii) be completed within thirty (30) days after receipt of Landlord's notice or such additional time as is reasonably required under the circumstances, not to exceed a total of sixty (60) days, provided that Tenant commences such ventilation work during such thirty (30) day period and diligently pursues the same until completion. In the event that Tenant is required to properly ventilate the Demised Premises and fails to do so in accordance with the requirements of this Section, Landlord shall have the right, but not the obligation, to cause the Demised Premises to be properly ventilated and Tenant shall immediately upon demand reimburse Landlord all costs and expenses incurred by Landlord to ventilate the Demised Premises, plus an additional sum equal to fifteen percent (15%) of such costs to reimburse Landlord its administrative overhead.

12. The notice address of Tenant set forth in the Lease is hereby amended by deleting the address set forth therein and substituting the address of Tenant set forth hereinabove. The notice address of Landlord set forth in the Lease is hereby amended by deleting the address set forth therein and substituting the following addresses:

DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.  
3300 Enterprise Parkway  
Beachwood, Ohio 44122  
Attention: Executive Vice President-Leasing

with copies to:

Developers Diversified Realty Corporation  
3300 Enterprise Parkway  
Beachwood, Ohio 44122  
Attention: General Counsel

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. 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 renewal or extension thereof.

(signature blocks 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:

Patricia Flannery  
(Print Name)

Gina J. Brown  
(Print Name)

WITNESSES AS TO TENANT:  
(as to Builguissa Diallo)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

(as to Gora Sow)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

LANDLORD:

**DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**

a Delaware limited liability company

By: DDR-SAU Retail Fund, L.L.C.

Its: Sole Member

By: DDR Retail Real Estate Limited Partnership

Its: Member

By: DDR IRR Acquisition LLC

Its: General Partner

By: Robin Walker-Gibbons  
Robin Walker-Gibbons, Executive Vice President

TENANT:

builguissa diallo  
BUILGUSSA DIALLO

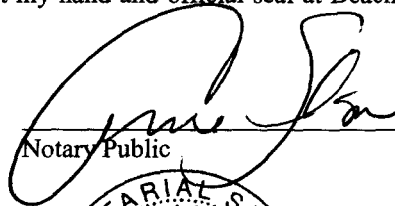
Gora Sow  
GORA SOW

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

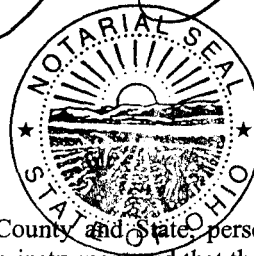
BEFORE ME, a Notary Public in and for said County and State, personally appeared Robin Walker-Gibbons, known to me to be the Executive Vice President of DDR IRR Acquisition LLC, General Partner of DDR Retail Real Estate Limited Partnership, Member of DDR-SAU Retail Fund, L.L.C., Sole Member of **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, the Delaware limited liability company that executed the foregoing instrument, who acknowledged that she did sign the foregoing instrument for and on behalf of said limited liability company being thereunto duly authorized and that the same is her free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 3<sup>rd</sup> day of December, 2008.

My commission expires: 12/5/09

  
Notary Public

STATE OF Tennessee )  
 ) SS:  
COUNTY OF Shelby )

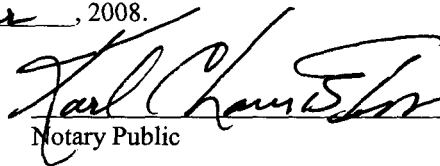


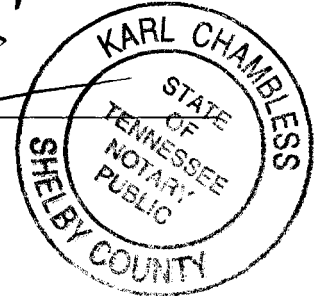
CONNIE S. OLSON  
Notary Public - State of Ohio  
Cuyahoga County  
My Commission Expires  
December 5, 2009

BEFORE ME, a Notary Public in and for said County and State, personally appeared **BUILGUISA DIALLO**, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Memphis TN, this 6<sup>th</sup> day of November, 2008.

**My Commission Exp 9-16-2009**  
My commission expires: \_\_\_\_\_

  
Notary Public



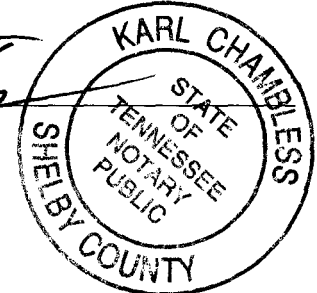
STATE OF Tennessee )  
 ) SS:  
COUNTY OF Shelby )

BEFORE ME, a Notary Public in and for said County and State, personally appeared **GORA SOW**, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Memphis TN, this 6<sup>th</sup> day of November, 2008.

**My Commission Exp 9-16-2009**  
My commission expires: \_\_\_\_\_

  
Notary Public



## **SCHEDULE A**

### **Rent Schedule**

#### **rental**

<u>Lease Years</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
1	\$9.27	\$903.83	\$10,845.90
2	\$9.55	\$931.13	\$11,173.50
3	\$9.83	\$958.43	\$11,501.10