

GUARANTEE - PERSONAL

MAHMOD S. IBRAHIM and WAUDLUPE IBRAHIM, husband and wife (hereinafter referred to individually as a "Guarantor" and collectively as "Guarantors"), whose address is 1898 New Field Road, Germantown, TN 38139, as a material inducement to and in consideration of **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, a Delaware limited liability company ("Landlord"), entering into a written amended and restated lease (the "Lease") with **AMERICAN WAY SERIES - VILLAGE MART, LLC**, a series of a Tennessee series limited liability company ("Tenant"), dated May 31, 2013 pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, premises located in the City of Memphis, State of Tennessee, described as follows:

Units 6 and 8 American Way shopping center, as shown on Exhibit A, attached hereto and made a part hereof, within a one-story unit consisting of approximately 8,625 square feet and 4,520 square feet, respectively, comprising two (2) units in Landlord's Shopping Center,

unconditionally and absolutely guarantee and promise, to and for the benefit of Landlord, its successors and assigns, that Tenant shall perform the provisions of the Lease that Tenant is to perform, including, but not limited to, payment of Minimum Rent and any and all other sums, charges, costs and expenses payable by Tenant, its successors and assigns, under the Lease and the full performance and observance of all of the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns. The defined terms used herein shall have the same meaning as set forth in the Lease.

Guarantors' obligations are joint and several and are independent of Tenant's obligations under the Lease and shall not be discharged except by payment to and receipt by Landlord of all sums due under the Lease. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

Guarantors waive the benefit of any statute of limitations affecting Guarantors' liability under this Guarantee.

The provisions of the Lease may be changed by agreement between Landlord and Tenant, or their respective successors or assigns, at any time, or by course of conduct, without the consent of or without notice to Guarantors, including, without limitation, the rental obligations of Tenant, the Term of the Lease or the time for performance of any obligation thereunder, or the release, compromise or settlement of any Lease obligations. This Guarantee shall guarantee the performance of the Lease as changed. Assignment of the Lease (as permitted by the Lease) shall not affect this Guarantee.

This Guarantee shall not be affected by Landlord's failure or delay to enforce any of its rights.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantors or Tenant, or both, without prior notice to Guarantors, or Landlord can enforce against Guarantors or Tenant, or both, any rights that it has under the Lease or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantors without giving previous notice to Tenant or Guarantors, or without making any demand on either of them. This Guarantee is a guarantee of payment and not of collection.

Guarantors waive the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant; or (3) pursue any other remedy in Landlord's power. Guarantors waive any defense by reason of any disability of Tenant, including but not limited to any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute, or from the decision of any court, and waives any other defense based on the termination of Tenant's liability from any cause whatsoever. Until all of Tenant's obligations to Landlord have been discharged in full,

Guarantors have no right of subrogation against Tenant. Guarantors waive their rights to enforce any remedies that Landlord now has, or later may have against Tenant. Guarantors waive any right to participate in any security now or later held by Landlord. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guarantee, and waives all notices of the existence, creation or incurring of new or additional obligations.

This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time any whole or partial payment or performance of any obligation under the Lease is or is sought to be rescinded or must otherwise be restored or returned by Landlord upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Tenant, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for Tenant or any substantial part of Tenant's property, or otherwise, all as though such payments and performance had not been made.

If Landlord disposes of its interest in the Lease, "Landlord", as used in this Guarantee, shall mean Landlord's successors.

If Landlord is required to enforce Guarantors' obligations by legal proceedings, Guarantors shall pay to Landlord all costs incurred, including, without limitation, reasonable attorneys' fees. Guarantor hereby waives trial by jury in any such legal proceedings.

If any term or provision of this Guarantee, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guarantee shall be valid and be enforced to the fullest extent permitted by law.

No waiver by Landlord of any provision or right hereunder shall be implied from any omission by Landlord to take any action on account of Landlord's right under such provision. Any express waiver by Landlord of any provision or right hereunder shall not act as a waiver of any provision or right elsewhere contained herein, and shall only act as a waiver as specifically expressed in said waiver, and only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same provision or right.

The rights and remedies given to Landlord by this Guarantee shall be deemed to be cumulative and not one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Landlord might otherwise have by virtue of a default under this Guarantee, and the exercise of one such right or remedy by Landlord shall not impair Landlord's standing to exercise any other rights or remedies.

All the terms, provisions and agreements of this Guarantee shall be construed liberally in favor of Landlord, shall inure to the benefit of and be enforceable by Landlord, its successors and assigns, and shall be binding upon Guarantors and their respective executors, representatives, administrators and assigns. In the event of the death of either Guarantor, the obligation of the deceased Guarantor under this Guarantee shall continue in full force and effect with respect to estate of such deceased Guarantor.

This Guarantee may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.


This Guarantee shall be governed by, and construed in accordance with the laws of the State of Tennessee.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, Guarantors has hereunto set their hands as of the 6th day of June, 2013.

WITNESSES AS TO GUARANTOR:

GUARANTOR:


Print name: Muhamad Ibrahim

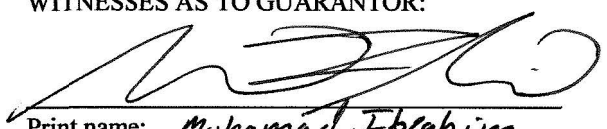

MAHMOD S. IBRAHIM

Social Security Number:


Print name: Eugene Bernstein, Jr.

WITNESSES AS TO GUARANTOR:

GUARANTOR:


Print name: Muhamad Ibrahim


WAUDLUPE IBRAHIM

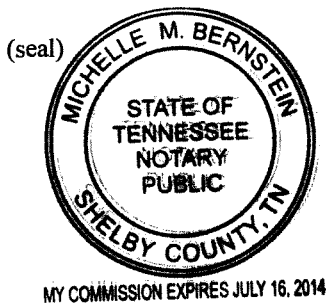
Social Security Number:


Print name: Eugene Bernstein, Jr.

STATE OF TENNESSEE)
)SS:
COUNTY OF SHELBY)

BEFORE ME, a Notary Public in and for said County and State, appeared the above-named **MAHMOD S. IBRAHIM**, 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 did sign the foregoing instrument and that the same is his free act and deed for the uses and purposes therein set forth.

6th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Memphis, Tennessee, this day of June, 2013.



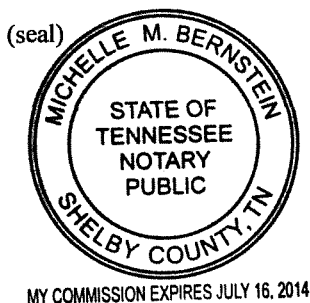
Michelle M. Bernstein

Notary Public

STATE OF TENNESSEE)
)SS:
COUNTY OF SHELBY)

BEFORE ME, a Notary Public in and for said County and State, appeared the above-named **WAUDLUPE IBRAHIM**, 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 she did sign the foregoing instrument and that the same is her free act and deed for the uses and purposes therein set forth.

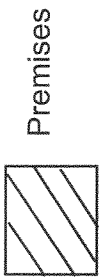
6th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Memphis, Tennessee, this day of June, 2013.



Michelle M. Bernstein

Notary Public

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33300 Enterprise Parkway, Beachwood, OH 44122
Fax 216 . 755 . 1500 Phone 216 . 755 . 5500