

FIFTH EXTENSION AND MODIFICATION OF LEASE

THIS FIFTH EXTENSION AND MODIFICATION OF LEASE (this "Modification") is made and entered into as of this ~~14~~^{13th} day of NOVEMBER 2017 (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, Attn: Executive Vice President – Leasing, successor-in-interest to Inland-SAU Memphis American Way, L.L.C. ("Inland"), successor-in-interest to Topvalco, Inc. ("Topvalco"), and **BUILGISSA DIALLO**, an individual (d/b/a African Braid Actions) ("Tenant"), having an office at 10244 North Green Moss Drive, Cordova, Tennessee 38018.

WITNESSETH:

WHEREAS, Topvalco, Tenant and Gora Sow ("Sow") entered into a certain Lease dated February 24, 2003 (the "Original Lease"), wherein Topvalco leased to Tenant and Sow Unit No. 12 (f/k/a Space No. 10) 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 certain Lease Extension Agreement dated May 25, 2006, between Inland Southern Management Corp., as agent for Inland, Tenant and Sow (the "First Extension"); and

WHEREAS, Landlord subsequently succeeded to the right, title and interest of Inland in and to the Shopping Center; and

WHEREAS, the Original Lease was further amended pursuant to a certain Extension and Modification of Lease dated December 3, 2008, between Landlord, Tenant and Sow (the "Second Extension"); and

WHEREAS, the Original Lease was further amended pursuant to a certain Third Extension and Modification of Lease dated May 4, 2012, between Landlord and Tenant (the "Third Extension"), whereby, among other things, Sow was released from Sow's obligations under the Original Lease, as amended, effective as of April 1, 2012; and

WHEREAS, the Original Lease was further amended pursuant to a certain Extension and Modification of Lease dated August 11, 2015, between Landlord and Tenant (the "Fourth Extension", and together with the Original Lease, the First Extension, the Second Extension and the Third Extension, the "Lease"), whereby, among other things, the Lease Term was extended through December 31, 2017; 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 is hereby extended for a period of two (2) lease years commencing January 1, 2018, and terminating at 11:59 p.m. on December 31, 2019 (the "Fifth Extension Term").

3. Commencing as of the first day of the Fifth 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 Fifth Extension Term shall commence on January 1 and shall expire on December 31.

4. Notwithstanding anything contained in the Lease to the contrary, Landlord and Tenant hereby agree and acknowledge that Tenant shall have no further right or option to renew or otherwise extend the Lease upon the expiration of the Fifth Extension Term.

5. This Modification 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.

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

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IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands effective as of the Effective Date of this Modification set forth above.

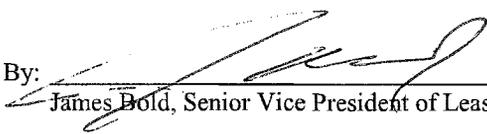
WITNESSES AS TO LANDLORD:

LANDLORD:

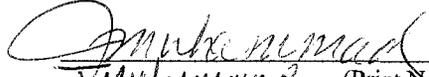
DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.
a Delaware limited liability company



R. Hitchcock (Print Name)

By: 

James Bold, Senior Vice President of Leasing



J. Muhammad (Print Name)

(signatures continued on following page)

WITNESSES AS TO TENANT:

TENANT:

BULGISSA DIALLO
(Print Name)

Bulguissa Diallo
BULGISSA DIALLO

(Print Name)

SCHEDULE A

Rental Schedule for the Fifth Extension Term

	<u>Rental</u>		
<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
1/1/18 – 12/31/18	\$11.00	\$1,072.50	\$12,870.00
1/1/19 – 12/31/19	\$11.33	\$1,104.68	\$13,256.10