

EXTENSION AND MODIFICATION OF LEASE

THIS EXTENSION AND MODIFICATION OF LEASE (this "Modification") is made and entered into as of this 1st day of August, 2015, 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 **BUILGUISSA 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 Amendment"); 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 Amendment"); 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 Amendment", and together with the Original Lease, the First Amendment and the Second Amendment, the "Lease"), whereby, among other things, the Lease Term was extended through March 31, 2015, and Sow was released from Sow's obligations under the Lease effective as of April 1, 2012; and

WHEREAS, Tenant has been occupying the Demised Premises on a month-to-month basis since April 1, 2015; 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. Effective August 1, 2015, Tenant shall no longer be occupying the Demised Premises on a month-to-month basis, and the Lease Term shall be extended for a period of twenty-nine (29) full calendar months commencing on August 1, 2015, and terminating at 11:59 p.m. on December 31, 2017 (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 August 1 and shall expire on July 31, except the final lease year of the Extension Term shall be a partial lease year commencing on August 1, 2017, and expiring on December 31, 2017.
4. Effective August 1, 2015, Section 10 of the Second Amendment is hereby deleted in its entirety and is of no further force and effect, and Tenant shall no longer be responsible for contributing to the Reserve Account.
5. Notwithstanding anything contained in the Lease to the contrary, 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.
6. All notices to Tenant shall be sent to the following address:

BUILGUISSA DIALLO

10244 North Green Moss Drive
Cordova, Tennessee 38018

7. 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:

LANDLORD:

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

a Delaware limited liability company

Cynthia Kahler
Cynthia Kahler
(Print Name)

By:



David C. Dieterle, Senior Vice President of Leasing

Alma Swing
Alma Swing
(Print Name)

WITNESSES AS TO TENANT:

TENANT:

(Print Name)

BULGISSA DIALLO

Bulguissa Diallo

(Print Name)

STATE OF OHIO)

) SS:

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared David C. Dieterle, known to me to be the Senior Vice President of Leasing of **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, the Delaware limited liability company that 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 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 17th day of August, 2015.

My commission expires:

1/25/2020

Judith R. Solomon
Notary Public



JUDITH R. SOLOMON
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Commission Expires
January 25, 2020

STATE OF Tennessee

) SS:

COUNTY OF Shelby

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Memphis, Tennessee this 21 day of July, 2015.

My commission expires:

August 11, 2018

Pedro Nunez
Notary Public



SCHEDULE A

Rental Schedule for the Extension Term

Rental

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
8/1/15 – 12/31/17	\$10.75	\$1,048.13	\$12,577.56