

SIXTH EXTENSION AND MODIFICATION OF LEASE

THIS SIXTH EXTENSION AND MODIFICATION OF LEASE (this "Sixth Extension") is made and entered into as of this 25th day of November, 2019 (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, successor-in-interest to Inland-SAU Memphis American Way, L.L.C. ("Inland"), successor-in-interest to Topvalco, Inc. ("Topvalco"), and **BULGISSA 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", and together with Tenant, "Original Tenant") entered into a certain Lease dated February 24, 2003 (the "Original Lease"), wherein Topvalco leased to Original Tenant Unit No. 12 (f/k/a Space No. 10) containing 1,170 square feet (the "Demised Premises") of the American Way 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 by and between Inland and Original Tenant dated May 25, 2006 (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, by and between Landlord and Original Tenant dated December 3, 2008 (the "Second Extension"); and

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

WHEREAS, the Original Lease was further amended pursuant to a certain Extension and Modification of Lease, by and between Landlord and Tenant dated August 11, 2015 (the "Fourth Extension"); and

WHEREAS, the Original Lease was further amended pursuant to a certain Extension and Modification of Lease, by and between Landlord and Tenant dated November 13, 2017 (the "Fifth Extension"), whereby among other things, the term of the Lease was extended through December 31, 2019; and

WHEREAS, the Original Lease was further amended pursuant to a certain Letter Agreement, by and between Landlord and Tenant dated December 19, 2018 (the "Letter Agreement", and together with the Original Lease, the First Extension, the Second Extension, the Third Extension, the Fourth Extension and the Fifth Extension, the "Lease"); and

WHEREAS, Landlord and Tenant hereto hereby desire to further 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 is 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 Sixth Extension shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. In the event the terms of this Sixth Extension conflict with the terms of the Lease, the terms of this Sixth Extension shall control.

2. The term of the Lease shall be extended for a period of two (2) years commencing January 1, 2020 and terminating at 11:59 pm on December 31, 2021 (the "Sixth Extension Term").

3. Commencing as of the first day of the Sixth Extension Term, Tenant agrees to pay to Landlord as Minimum Rent for the Demised Premises, without any deduction or setoff, except as and to the extent expressly set forth in the Lease, as amended hereby, the sums set forth on Schedule A attached hereto and made a part hereof. For purposes of determining the amount of Minimum Rent payable, the Lease year of the Sixth Extension Term shall commence on January 1 and expire on December 31.

4. 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 Sixth Extension Term.

5. Notwithstanding anything contained in the Lease to the contrary, all references in the Lease to "DDR Corp." are hereby changed to "SITE Centers Corp."

6. 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:

SITE Centers Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attention: General Counsel

7. Notwithstanding anything contained in the Lease to the contrary 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 Sixth Extension, or instigating or facilitating this Sixth Extension, directly or indirectly on behalf of any Banned Person; (iii) Tenant currently does not appear, and throughout the Sixth 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 Sixth 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 Sixth 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 Sixth 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.

8. This Sixth 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 hereto, notwithstanding that the parties hereto are not signatories to the same counterpart.

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

{remainder of page intentionally left blank}

WITNESSES AS TO TENANT:

TENANT:

BUILGUISA DIALLO,
an individual

(Print Name)

Builguissa Diallo
BUILGUISA DIALLO

(Print Name)

STATE OF *TN*)
COUNTY OF *Shelby*) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared **BUILGUISA DIALLO**, an individual, 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 *640 N. Henderson*,
Partway this *15* day of *November* 20*19*.

My commission expires: _____

Michele Lynnette Scott
Notary Public



My Commission Expires May 17, 2023

SCHEDULE A
Rent Schedule

Sixth Extension Term

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
1/1/20 – 12/31/21	\$11.33	\$1,104.67	\$13,256.10