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Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, District of Delaware), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim.

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §§ 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §§ 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgement of Filing a Claim**

To receive acknowledgment of your filing, please enclose a stamped self-addressed envelope and a copy of this proof of claim. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.bmcgroup.com/UrbanBrands>

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

PLEASE SEND COMPLETED PROOFS OF CLAIM TO:

Via Regular U.S. Mail Via Overnight Courier

BMC Group, Inc.	BMC Group, Inc.
Attn: Urban Brands	Attn: Urban Brands
Claims Processing	Claims Processing
P.O. Box 3020	18750 Lake Drive East
Chanhassen, MN 55317	Chanhassen, MN 55317

ATTACHMENT A

A. Pre-petition amounts owed:

Rent and CAM charges for 8/1/10:	\$13,933.17
Rent and CAM charges for 9/1/10:	<u>\$14,959.69</u>
Total:	\$28,892.86

B. Administrative amounts owed:

Rent and CAM charges for 12/1/10:	\$14,959.69
Rent and CAM charges for 1/1/11:	<u>\$14,959.69</u>
Total:	\$29,919.38

**Attached are copies of Lease (Exhibit A); First Modification of Lease (Exhibit B); Second Modification of Lease (Exhibit C); and Lease Addendum 3.

***Lease term expires on 1/31/11 (no options to extend).

Landlord: Land Fair Properties, LLC (c/o Reliable Properties, its agent)
Tenant: Large Apparel of Maryland, Inc.
Store No.: 109
Premises: 7972-74 New Hampshire Avenue
Langley Park, Maryland 20783

LEASE

THIS LEASE made and entered into as of May 1, 1992, by and between LANGLEY CENTER LIMITED PARTNERSHIP ("Landlord"), having an address at c/o Philips International Holding Corp., 417 Fifth Avenue, New York, New York 10016, and ASHLEY RETAIL OF N.Y., INC. ("Tenant"), a corporation having an address at 213 East 35th Street, New York, New York 10001.

WITNESSETH:

ARTICLE 1. Demised Premises

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the premises (the "Demised Premises") within the "Shopping Center" (hereafter defined), the approximate boundaries and location of which Demised Premises are marked in red on Exhibit A annexed hereto and made a part hereof, and which consist of a store space known as store #22/23 located at 7872 New Hampshire Rd., Langley Park, MD 20783, containing approximately 4,500 square feet of leasable area. It is expressly agreed that the Demised Premises do not include any space above a height of 10 feet measured from the concrete floor provided by Landlord, nor any space below said floor. As used herein, the term "Shopping Center" shall mean those parcels of land and improvements located thereon at SC, now or hereafter owned or controlled (e.g. under a leasehold interest) by Landlord. It is understood and agreed that this Lease is "a lease of real property in a shopping center", and that the Shopping Center is a "shopping center", as those quoted terms are used in Section 355(b)(3) of the United States Bankruptcy Code.

ARTICLE 2. Term

The term (the "Term") of this Lease shall be for ten (10) years following the Commencement Date (hereafter defined) expiring on June 30, 2002, unless sooner terminated as hereinafter provided.

ARTICLE 3. Commencement Date

Section 3.01. The Term and Tenant's obligation to pay rent shall commence on July 1, 1992 but in any case no earlier than Tenant receives actual possession of the Demised Premises exclusive of any tenants or occupants (the "Commencement Date").

Section 3.02. Notwithstanding anything herein contained to the contrary, Tenant shall receive an abatement: (i) of Fixed Annual Rent for the period from the Commencement Date through and including October 31, 1992 and (ii) "CAM" and "Taxes" for the month of July, 1992. Except for such abatements, all other terms and conditions of this Lease shall be in full force and effect during said abatement period, including without limitation Tenant's obligations to pay for utility service.

Section 3.03. Notwithstanding the foregoing, if the Commencement Date is not the first day of a calendar month, then (a) the Fixed Annual Rent and Additional Rent for the partial calendar month at the beginning of the Term shall be prorated and (b) the Fixed Annual Rent and Additional Rent for the partial calendar month at the end of the Term shall be prorated and paid at the beginning of the last month of the Term together with an amount reasonably estimated by Landlord to be the amount of Additional Rent which will become due during the last calendar month of the Term. Notwithstanding the foregoing, the first full monthly installment of Fixed Annual Rent (hereafter defined), plus an amount estimated by Landlord to be the amount of Additional Rent due as of the Commencement Date, shall be paid upon the Commencement Date.

Section 3.04. In the event Tenant enters the premises prior to the Commencement Date, Tenant shall pay for, indemnify and hold Landlord harmless from any claims or liability arising out of Tenant's activities at the Demised Premises and from any damage to the Demised Premises during such period.

Section 3.05. Landlord shall not be subject to any liability whatsoever if it shall be unable to give possession of the Demised Premises on the Commencement Date for any reason. Landlord's inability to give possession shall in no way affect the validity of this Lease or the obligations of Tenant hereunder except that the Term shall not commence until possession of the Demised Premises is given. Notwithstanding the foregoing, if the Demised Premises are delivered to Tenant after July 1, 1992, Rent shall abate for each day after July 1, 1992 until the Demised Premises are delivered to Tenant.

ARTICLE 4. Fixed Annual Rent

Section 4.01. Tenant agrees to pay the Fixed Annual Rent during the Term in equal monthly installments, on or before the first day of each month in advance, at the office of Landlord or at such other place designated by Landlord, without any notice or demand therefor, and without any abatement, deduction or setoff whatsoever, except as otherwise provided herein. The Fixed Annual Rent shall be as follows:

From July 1, 1992 to June 30, 1995: \$45,000 per annum (\$3,750 per month);

From July 1, 1995 to June 30, 1998: \$48,500 per annum (\$4,125 per month);

From July 1, 1998 to June 30, 2002: \$54,456 per annum (\$4,538 per month);

Section 4.02. All Fixed Annual Rent and Additional Rent shall be made payable to LANGLEY CENTER LIMITED PARTNERSHIP, c/o Philips International Holding Corp., or at such other address designated in writing by Landlord on 30 days prior written notice.

Section 4.03. The first monthly installment of Fixed Annual Rent due hereunder, no matter when accruing, plus an amount estimated by Landlord to be the amount of Additional Rent due as of the Commencement Date, is due and payable upon the Commencement Date.

Section 4.04. As used herein, the term "Lease Year" is defined as the twelve (12) month period beginning with the Commencement Date and succeeding anniversaries thereof.

ARTICLE 5. Percentage Rent

Section 5.01. In addition to the Fixed Annual Rent and all other sums payable hereunder by Tenant, Tenant shall pay to Landlord, as an item of Additional Rent designated herein as "Percentage Rent", a sum for each Lease Year (hereinafter defined) equal to the following percentages of Gross Receipts (hereinafter defined) in excess of the following Break Points:

From July 1, 1992 to June 30, 1995: 5% over \$1,000,000

From July 1, 1995 to June 30, 1998: 5% over \$1,100,000

From July 1, 1998 to June 30, 2002: 5% over \$1,210,000

Section 5.02. Intentionally omitted.

PLEASE SIGN:

Landlord

Tenant

Section 5.02. Intentionally omitted.

Section 5.03.

(a) As used herein, the term "Gross Receipts" is defined as the dollar aggregate of (r) the sales price of all goods, wares, gift certificates, and merchandise sold and the charges for all services performed by Tenant from all business conducted on, in, at, through or from the Demised Premises, whether made for cash, by check, on credit or otherwise, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by Tenant in the Demised Premises, but delivery or performance thereof is made from or at any other place; (ii) pursuant to mail, telegraph, telephone or other similar orders received, billed or shipped at or from Demised Premises; (iii) by means of mechanical or other vending devices; (iv) as a result of transactions originating from whatever source, and which the Tenant in the normal and customary course of its operations would credit or attribute to its business at the Demised Premises; (t) all deposits not refunded to customers.

(b) As used in this Section 5.03, the term "Tenant" shall include Tenant and all assignees, subtenants, licensees, concessionaires and any and all other parties conducting business on, in, at, or from the Demised Premises. Gross Receipts shall not, however, include any sums collected and paid by Tenant for any sales or retail excise tax imposed by any duly constituted governmental authority, nor shall they include any exchange of goods or merchandise between the stores of Tenant where such exchange of goods or merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made on, at, in or from the Demised Premises, or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made on, at, in or from the Demised Premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Tenant. No deduction shall be made from Gross Receipts for any franchise, income or gross receipts, taxes or for any other taxes based upon the income of Tenant. Each sale (including lay-away sale) upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made irrespective of the time when Tenant shall receive payment from its customer. The following additional items shall not be included in Gross Receipts, or if previously included in any Lease Year, may be deducted subsequently from Gross Receipts:

- i) Unpaid balances on credit sales or uncollected bad checks written off as bad debts, provided that if subsequently recovered, they shall be added to Gross Receipts in the Lease Year in which recovered;
- ii) Charges to customers for alterations or delivery of merchandise to cover the cost thereof;
- iii) Returns or transfers of merchandise to other stores or warehouses of Tenant or affiliated units of Tenant, provided such transfers are made for the convenient operation of Tenant's or its affiliates business;
- iv) Service and interest charges and penalties for time payment accounts and charge accounts;
- v) Charges of credit card companies for credit card sales.

Section 5.04. On or before the 15th day of each month during the Term, Tenant shall furnish Landlord at the place then fixed for the payment of Rent a statement of Gross Receipts for the preceding calendar month. In addition to such monthly Gross Receipts statements, Tenant shall furnish to Landlord annual Gross Receipts statements for each Lease Year certified as correct by an officer of Tenant or Tenant's store manager, showing the amount of Gross Receipts (including an itemized breakdown of all claimed exclusions by category) for such Lease Year, on or before the ninetieth (90th) day following the end of each Lease Year.

Section 5.05. On or before the 90th day following the end of each Lease Year, Tenant shall pay to Landlord the Percentage Rent due for the preceding Lease Year. Acceptance of such Percentage Rent by Landlord shall not constitute a waiver of Landlord's right to receive additional Percentage Rent if the Gross Receipts reported by Tenant are less than the actual Gross Receipts for any Lease Year.

Section 5.06. Intentionally omitted.

Section 5.07. Intentionally omitted.

Section 5.08. Intentionally omitted.

Section 5.09. Intentionally omitted.

Section 5.10. Tenant shall prepare and keep at the Demised Premises or at Tenant's home office, for not less than three (3) years following Landlord's receipt of Tenant's certified annual statement of Gross Receipts for each respective Lease Year, adequate books and records (conforming to generally accepted accounting practices, consistently applied) showing Gross Receipts for each Lease Year.

Section 5.11. Landlord or its representatives shall have the right one time during each Lease Year to inspect the books and records of Tenant and all subtenants, assignees, licensees, concessionaires, and other occupants of the Demised Premises pertaining to Gross Receipts, provided such inspection is commenced within three (3) years after Landlord's receipt of a certified annual statement of Gross Receipts and is limited to the period covered by such statement. Tenant shall produce said records within 30 days after request by Landlord. If Landlord's audit shall disclose a deficiency in Gross Receipts for such period of less than two (2%) percent, Tenant shall promptly pay to Landlord the amount of any Percentage Rent due with regard to such deficiency. If Landlord's audit shall disclose a deficiency in Gross Receipts of two (2%) percent or more, then Tenant shall promptly pay Landlord any Percentage Rent due with regard to such deficiency, together with interest thereon at the maximum legal rate plus the cost of such audit.

Section 5.12. The books and records which Tenant is required to maintain and Landlord has the right to audit under this Article 5 shall include, without limitation, general ledgers, journals of receipts and disbursements, bank statements, cancelled checks, bank deposit slips, cash register records, and all federal, state, and local tax returns. If any dispute arises over Gross Receipts or any Percentage Rent due hereunder during the three (3) year period referred to in Sections 5.10 and 5.11 hereof, Tenant shall retain its books and records pertaining to the period in question until said dispute is resolved by agreement of the parties or by final judgement (beyond appeal) entered in litigation over the matter, notwithstanding anything else in this Lease to the contrary.

ARTICLE 6. Landlord's Work

Tenant acknowledges that it is familiar with the Demised Premises and is accepting same "as is" with no work of any sort to be performed by Landlord except as set forth on Exhibit B or except as otherwise set forth in this Lease.

ARTICLE 7. Tenant's Work

Tenant shall not do any construction work or alterations in the Demised Premises without Landlord's prior written consent thereto except that no consent shall be required for non-structural decorative alterations such as painting, wallpapering, carpeting, installation of counters, shelving and lighting fixtures. Tenant shall obtain, at Tenant's sole cost and expense, all necessary licenses and permits for its work, and shall at all times comply with all other legal requirements with regard to same.

PLEASE SIGN:

Landlord

Tenant

ARTICLE 8. Use and Operation

Section 8.01. Tenant shall use the Demised Premises solely for the purpose of selling women's clothing, lingerie, handbags, shoes, accessories and children's clothing.

Tenant shall not use or suffer the use of the Demised Premises for any other purpose. ~~Tenant shall operate its business at the Demised Premises under the trade name of _____ and no other name.~~

Section 8.02. Tenant agrees to open the Demised Premises for business on the Commencement Date and continuously and uninterruptedly operate substantially all of the Demised Premises during the first three (3) Lease Years of the Term, fully stocked and staffed, only for the purpose permitted herein. In the event Tenant breaches its covenant to continuously operate in the Demised Premises as set forth in the preceding sentence for the first three (3) Lease Years of the Term, Landlord shall have the option to seek and obtain specific performance of said operating covenant or to require Tenant to pay as liquidated damages (and not as a penalty) a sum equal to double the Fixed Annual Rent payable under this Lease for the remainder of the Term. In addition to any other right hereunder, if Tenant ceases operating at the Demised Premises at any time during the Term for a consecutive period of twenty (20) days, Landlord shall have the right on ten (10) days written notice to Tenant, to terminate the Lease and recapture the Demised Premises; if Tenant ceases operating during the first three (3) Lease Years, Landlord shall have the right to all of its damages for a breach of this Lease whether or not Landlord recaptures the space. Landlord may not terminate this Lease if the closing of Tenant's business is due to required repairs, casualty or remodeling, provided Tenant is proceeding with the repair work or remodeling with diligence and good faith. Landlord has been advised by Tenant that Tenant will close the Demised Premises for the Jewish holidays of Rosh Hashanah and Yom Kippor and Landlord hereby consents to these closings. The Demised Premises may not be used for any fire, auction, going-out-of-business or bankruptcy sale, as those terms are generally used and understood, nor for any other use other than that specifically permitted under Section 8.01 hereof.

Section 8.03. Tenant shall not use or occupy or permit the Demised Premises to be used or occupied, nor do or permit anything to be done in or on the Demised Premises, in a manner which could in any way make void any insurance then in force with respect thereto, or which would make it impossible to obtain fire or other insurance thereon, or would cause or be apt to cause structural injury to the Demised Premises or the Shopping Center or any part thereof, or would constitute a public or private nuisance, and Tenant shall not use or occupy or permit the Demised Premises to be used or occupied, in whole or in part, in a manner which violates or causes the Shopping Center to violate any legal requirement.

Section 8.04. Except as otherwise provided for herein, Tenant agrees that no representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Shopping Center, or that Tenant has any exclusive right to sell merchandise of any type (it being agreed and understood that Landlord shall have the right to lease other space in the Shopping Center to tenants selling the same type of merchandise as that sold by Tenant, and that there may be existing tenants who already have such a right).

Section 8.05. There are restrictions to which this Lease (and Tenant's use of the Demised Premises) may be subject. However, Landlord represents that none of these restrictions would prohibit the use permitted under Section 8.01 of this Lease, but Tenant shall be responsible for and indemnify and hold Landlord harmless against any and all cost, damage, liability, and expense (including reasonable legal fees) arising from any breach or alleged breach of these other restrictions in the event that Tenant uses the Demised Premises in violation of said Section 8.01.

Section 8.06. Specialty Tenancy Continuous Co-Tenancy. Notwithstanding anything in this Lease to the contrary, if at least tenants other than the theater tenant is not open and operating in at least fifty percent (50%) of the leasable area of the Shopping Center allocated to such tenants exclusive of the theater tenant for any period of six (6) consecutive months during the Term, Tenant thereafter may elect for the earlier of: (i) one (1) year from the expiration of such 6-month period or (ii) the date after such 6 month period on which such tenants or reasonable replacement tenant(s) therefor are operating so that said 50% requirement is satisfied, to pay Fixed Annual Rent equal to the lesser of five percent (5%) of Gross Receipts or the Fixed Annual Rent provided for herein (and there shall be no additional Percentage Rent payable under Article 5 during such period). Upon the expiration of such one (1) year period, if such 50% requirement is not met, Tenant shall have ten (10) days to elect to notify Landlord in writing that it elects to terminate this Lease no earlier than sixty (60) days after the giving of such notice or that Tenant elects to pay the original agreed upon Fixed Annual Rent and Percentage Rent for the balance of the Term and Tenant shall have no further rights or remedies with respect to such then "specialty tenancy continuous co-tenancy" matter.

ARTICLE 9. Additional Rent

Section 9.01. "Additional Rent" shall mean all sums of money other than Fixed Annual Rent as shall become due from and be payable by Tenant hereunder whether or not such sums are owed to Landlord or a third party, and regardless of whether any such sums are designated as Additional Rent, and including but not limited to "Taxes" and "CAM" (hereinafter defined) and Percentage Rent (if any). Landlord shall have the same rights and remedies for Tenant's failure to pay any Additional Rent as for Tenant's failure to pay any Fixed Annual Rent.

Section 9.02. "Rent" shall mean and include Fixed Annual Rent and all Additional Rent.

ARTICLE 10. Taxes

Section 10.01. "Taxes" shall mean all real estate taxes which shall, during the Term of this Lease, be levied, assessed, imposed, become due and payable, or liens upon, or arising in connection with, the use, occupancy or possession of or become due and payable out of, or for, the Shopping Center, and all costs incurred by Landlord in contesting or negotiating the same with a governmental authority. Landlord shall pay, when due, without penalty, all Taxes and shall submit to Tenant, upon request, copies of all paid tax bills.

Section 10.02. Tenant shall pay as Additional Rent to Landlord 4.5% of Taxes from and after the Commencement Date and continuing through the Term of this Lease. Landlord shall have the right to collect from Tenant at any time the total amount due from Tenant for the tax year in question. Said total amount of Taxes for the tax year in question shall be due and payable by Tenant within ten (10) days of Landlord's rendition of a bill therefor to Tenant. In addition, for the first Lease Year and beginning on the Commencement Date, Tenant shall pay to Landlord Additional Rent with respect to Taxes at an estimated rate (the "Initial Estimated Taxes") of \$4,008.00 per year, payable \$334.00 per month on the first day of each month. For each tax year, Tenant shall pay Landlord, as its estimated Taxes payment on the first (1st) day of each calendar month, one-twelfth (1/12th) of the greater of (i) the Initial Estimated Taxes or (ii) the amount of Tenant's liability for Taxes for the preceding, current, or coming tax year, whichever is the highest known amount. If Tenant has paid less than the actual amount due for the period in question, Tenant shall pay the difference within ten (10) days of receipt of notice from Landlord. Any overpayment made by Tenant shall be immediately refunded or credited to Tenant. If the Term of this Lease shall begin or end other than on the first or last day of a year, these charges shall be billed and adjusted on the basis of such fraction of a year. Tenant's and Landlord's obligations with respect to payments due pursuant to this Article (and all other Articles hereof) shall survive the expiration or termination of this Lease.

Section 10.03. Landlord shall have the sole, absolute and unrestricted right, but not the obligation, to contest the validity or amount of any tax by appropriate proceedings, and if Landlord shall voluntarily institute any such contest it shall have the sole, absolute and unrestricted right to settle any negotiations, contest, proceeding or action upon whatever terms Landlord may in its sole discretion determine. In the event Landlord shall obtain a tax refund as a result of tax reduction proceedings or other proceedings of a similar nature, then Tenant shall, after the final conclusion of all appeals and all other remedies, be entitled to its pro-rata share of the net refund obtained, less appraisal, engineering, expert testimony, attorney, printing and filing fees, and all other costs and expenses of the proceeding. Tenant shall not have the right to institute or participate in any such proceedings, it being understood that the commencement, maintenance, settlement, and conduct thereof shall be in the sole discretion of Landlord.

Section 10.04. In addition to the foregoing, should any governmental authority acting under an existing or future law, ordinance or regulation, levy, assess or impose a tax, excise or assessment upon or against this Lease, the execution hereof or the Rent, or any item, by way of substitution for any existing tax, and whether or not evidenced by documentary stamps or the like, Tenant will be responsible for and shall pay

PLEASE SIGN:

Landlord

Tenant

Section 10.04. In addition to the foregoing, any governmental authority acting under an act or future law, ordinance or regulation, levy, assess or impose a tax, excise or assessment upon or against this Lease, the execution hereof or the Rent, or any item, by way of substitution for any existing tax, and whether or not evidenced by documentary stamps or the like, Tenant will be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse Landlord for the amount thereof, as the case may be. Tenant shall make timely payment of all ad valorem or other taxes and assessments levied upon Tenant's stock of merchandise, fixtures, furnishings, furniture, equipment, supplies and other property located on or used in connection with the Demised Premises and of all privilege and business licenses, fees, taxes and similar charges, and any taxes against Tenant's leasehold interest.

Section 10.05. Notwithstanding that the Additional Rent under this Article is measured by taxes, said Additional Rent shall be paid by Tenant regardless of whether Tenant may be partially or completely exempt from the payment of any taxes for any reason.

ARTICLE 11. Common Areas

Section 11.01. "CAM" shall mean the total costs and expenses incurred in operating, equipping, maintaining, insuring, replacing, repairing and policing the Shopping Center, including without limitation the cost and expense of landscaping, gardening and planting, cleaning, painting (including line painting), decorating, security, paving, lighting, sanitary control, and removal of snow and ice, trash, garbage and other refuse; fire protection; water and sewerage charges, electricity and other utilities for the common areas; reasonable management fees; professional fees; the cost of all types of insurance coverages carried by Landlord covering the common areas and Shopping Center; installing and renting of signs; maintenance, repair and replacement of utility systems serving the common areas, including water, sanitary, sewer and storm water lines and other utility lines, pipes and conduits (and any rental charges for such machinery and equipment); maintenance, repair and replacement of structural and nonstructural portions of the Shopping Center including without limitation the roof and the facades; the cost of personnel to implement all of the foregoing, including the policing of the common areas and the directing of traffic and parking of automobiles on the parking areas thereof; administrative costs attributable to the common areas; and an overhead cost equal to ten (10%) percent of the total of all other costs comprising CAM as such costs are defined in this paragraph. Capital costs with respect to CAM shall be included in CAM on an annual amortized basis as determined by Landlord. Landlord may cause any or all of said services to be provided by an independent contractor or contractors without reducing Tenant's obligations to pay a portion of CAM as elsewhere provided in this Lease.

Section 11.02. For so long as this Lease shall be in full force and effect, Landlord grants to Tenant a nonexclusive revocable license to use the common areas in the Shopping Center, to be used in common by and with other tenants of the Shopping Center, expressly reserving to Landlord, without limitation, the exclusive rights to erect and install kiosks, signs, planters, pools, sculptures, free-standing buildings, additional stories to buildings, and other structures within the mall, enclosed malls, and parking areas; to change the area, level, location and arrangement of the parking areas and other facilities forming a part of said common areas; to restrict parking by tenants and other occupants of the Shopping Center to certain areas in the Shopping Center; to close temporarily all or any portion of the common areas for the purpose of making repairs or changes thereto and to discourage non-customer parking, and to prevent a dedication thereof; to establish, modify and enforce rules and regulations with respect to the common areas and the use to be made thereof; and to grant individual tenants the right to conduct sales in the common areas provided, however, no such changes shall be made that would materially or adversely affect Tenant's business and no kiosks will be located any closer than 20 feet directly in front of the Demised Premises. Tenant agrees that it and its employees will park their trucks, delivery vehicles and automobiles only in such of the parking areas as Landlord from time to time designates for that purpose.

Section 11.03. Tenant shall pay as Additional Rent to Landlord 4.5% of CAM from and after the Commencement Date and continuing through the Term of this Lease. From the date on which Tenant's obligations under this Section begin to accrue through the balance of Landlord's "CAM Operating Year" (which shall be a fiscal period determined by Landlord in its reasonable discretion and shall be uniformly applied for all similarly situated tenants in the Shopping Center), Tenant shall pay to Landlord Additional Rent with respect to CAM at an estimated rate (the "Initial Estimated CAM") of \$13,260 per year, payable \$1,105 per month on the first day of each month. For each CAM Operating Year thereafter, Tenant shall pay to Landlord, as its estimated CAM payment on the first (1st) day of each calendar month, one-twelfth (1/12th) of the greater of (i) the Initial Estimated CAM or (ii) the amount of Tenant's CAM liability for the preceding CAM Operating Year (pro rated for the first CAM Operating Year if Tenant's obligations under this Section begin to accrue on a day other than the first day of such CAM Operating Year). Landlord shall notify Tenant of the actual amount due by Tenant for the preceding CAM Operating Year. If Tenant has paid less than the actual amount due, Tenant shall pay the difference within ten (10) days of receipt of notice from Landlord. If the Term of this Lease shall begin or end other than on the first or last day of a CAM Operating Year, these charges shall be billed and adjusted on the basis of such fraction of a CAM Operating Year. Any overpayment made by Tenant shall be immediately refunded or credited to Tenant. Tenant's and Landlord's obligations with respect to payments due pursuant to this Article (and all other Articles hereof) shall survive the expiration or termination of this Lease.

Section 11.04. Landlord shall cause to be operated and maintained during the term of this Lease all common areas at a level comparable to other regional shopping centers of the type and in the region in which the Shopping Center is located. Landlord shall make available for Tenant's inspection at Landlord's corporate headquarters, records of CAM.

ARTICLE 12. Utilities

Tenant shall pay promptly or cause to be paid all charges for gas, water (including water for domestic uses and fire protection), sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to, upon or in connection with the Demised Premises throughout the Term, including without limitation any sewer rents, hookup, connection, availability, standby and any other charges in connection with the use, consumption, maintenance or supply of water, any water system, or any sewerage connection or sewerage system or treatment plant. Landlord shall not be required to furnish to Tenant any water, sewer, gas, heat, electricity, light, power or any other facilities, equipment, labor, material or any services of any kind whatsoever, whether similar or dissimilar. Landlord represents that as of the date hereof the Demised Premises has its own electric utility meter.

ARTICLE 13. Security Deposit

Section 13.01. Tenant shall, simultaneous with the execution hereof, deposit with Landlord the sum of Three Thousand Seven Hundred Fifty (\$3,750) Dollars (the "Security") as security for the full and faithful performance by Tenant of every provision of this Lease and all obligations of Tenant. Landlord shall have the right to use, apply or retain the whole or any part of the Security for the payment of (a) any item of Rent which Tenant does not pay when due, (b) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (c) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including any costs, damages or deficiency in the retelling of the Demised Premises as provided elsewhere in this Lease. The use, application or retention of the Security or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided for hereunder or at law or equity, and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If Landlord notifies Tenant that Landlord has appropriated and applied the Security or any portion thereof pursuant to the terms hereof, Tenant shall remit to Landlord an amount sufficient to restore the Security to its original balance within seven (7) days of such notice, said amount to be paid only by way of a bank check or money order payable directly to Landlord.

Section 13.02. In the event that Tenant shall fully and faithfully comply with all of the provisions of this Lease, the unapplied balance of the Security shall be returned to Tenant after the later of the expiration date hereof or the date on which Tenant vacates and surrenders the Demised Premises.

PLEASE SIGN:

Landlord

Tenant

Section 13.03. In the event of a transfer of Landlord's interest in the Demised Premises, Landlord shall have the right to transfer the Security to the transferee thereof. In such event, Landlord shall be deemed released by Tenant from all liability for the return of such Security, and Tenant agrees to look solely to such transferee for the return of said Security.

Section 13.04. Tenant shall have no legal power to assign or encumber the Security, and the mailing to Tenant's address set forth at the top of this Lease, or other return of the Security to the original Tenant named in this Lease, shall completely relieve Landlord of liability with regard thereto. No termination of this Lease or the exercise of any other right or remedy by Landlord in respect of any default by Tenant shall entitle Tenant to recover said Security or any portion thereof. No mortgagee or master lessor or ground lessor shall be liable for the return of Security.

Section 13.05. Tenant acknowledges and agrees that the Security is not an asset of the Tenant but constitutes consideration and a material inducement to Landlord for the execution and delivery of this Lease.

ARTICLE 14. Maintenance and Repairs

Section 14.01. Except as otherwise provided for herein, Tenant covenants throughout the Term hereof, at its sole cost and expense, to keep and maintain the Demised Premises, the storefront thereof, the sidewalk areas adjacent thereto, all loading areas servicing same, and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air conditioning, electrical, gas and like fixtures and equipment, and doors and door frames, windows and window frames, and inside walls of the Demised Premises, and all signs of Tenant erected inside and outside of the Demised Premises, in good repair, order and condition, making all repairs and replacements thereto as may be required, all repairs and replacements to be of the same or better quality, design and class as the original work. Tenant shall not install any cooling tower or other air conditioning equipment on the roof of the Demised Premises, nor shall Tenant otherwise pierce the roof for any reason, without Landlord's prior written consent thereto (which can be withheld in Landlord's sole discretion), and any such installation or piercing must be made by the roofing contractor whose bond or guarantee is then in effect. Tenant shall be responsible for all damages to Landlord and other parties caused by or resulting from any such installation or piercing, including without limitation all damages resulting from the invalidation of any roofing bond or guarantee caused by Tenant, its agents, contractors or employees.

Section 14.02. If Tenant installs any electrical equipment that overloads the lines in the Demised Premises or the Shopping Center, Tenant shall, at Landlord's option, be required to make whatever changes to such lines as may be necessary to render the same in good order and repair and in compliance with all legal requirements.

Section 14.03. Except if due to Tenant's negligence, Landlord shall maintain and keep in good order and repair the structural parts of the Demised Premises including the foundation, floorslabs, exterior walls, roof and utility lines to the Demised Premises. Landlord shall in addition make any repairs resulting from the acts or omissions of Landlord and its agents, employees and contractors. Landlord shall use reasonable efforts when making any repairs in or about the Demised Premises so as to minimize interference with Tenant's business. Landlord agrees to exercise reasonable diligence in the performance of its obligations hereunder.

ARTICLE 15. Compliance with Legal Requirements

Tenant shall diligently comply with, at Tenant's sole cost and expense, during the Term of this Lease, all legal requirements, and shall protect, hold harmless, defend and indemnify Landlord from all fines, penalties, claims, damages, and expenses (including without limitation legal fees) of every kind and nature arising out of any failure to comply with any such legal requirements. Without limiting the generality of the foregoing, Tenant, at its expense, shall install and maintain fire extinguishers and other fire protection devices (such as Ansul) as may be required from time to time by any governmental agency having jurisdiction or the underwriters insuring the building in which the Demised Premises are located, and Tenant shall also be solely responsible for compliance with all requirements of the Americans with Disabilities Act (as same may be amended from time to time) pertaining to the Demised Premises, including without limitation those requirements pertaining to doors and doorways (other than sidewalks and outside common areas of the Shopping Center). No abatement, diminution or reduction of Rent shall be claimed by or allowed to Tenant for any temporary inconvenience, interruption, cessation or loss of business caused directly or indirectly by any legal requirement. Tenant shall reimburse Landlord on demand as Additional Rent hereunder for the increase in all insurance premiums hereafter payable and which shall be charged because of the violation by Tenant of any legal requirement. Tenant shall, at its sole cost and expense, obtain and keep in full force and effect any and all necessary permits, licenses, certificates and other authorizations required in connection with the lawful and proper use, occupancy, operation and management of the Demised Premises. Landlord represents that to its knowledge the Demised Premises comply with all governmental laws; however, Tenant shall be responsible to perform its own investigation especially in connection with all Tenant Work.

ARTICLE 16. Indemnification

Section 16.01. Except if caused by the acts or negligence of Landlord, its agents, employees or contractors, Landlord shall not be responsible or liable to Tenant, or any person claiming by, through or under Tenant for any loss of, damage or injury to any property, fixtures, business, merchandise or decorations or to any person or persons at any time on the Demised Premises from theft, fire, explosion, falling plaster, bursting, breakage, leakage, steam, gas, electricity, water, dampness, sewerage, lightning, rain, wind, snow, or any other cause whatsoever, whether the same may leak into, issue or flow from any part of the Demised Premises or from pipes, plumbing work, or the roof, street, or subsurface, or from any other place; except if caused by the acts or negligence of Landlord, its agents, employees or contractors, nor shall Landlord be in any way responsible or liable to Tenant, or any person claiming by, through or under Tenant in case of any accident or injury including death to Tenant (if Tenant is an individual) or any of Tenant's employees, agents or invitees or to any person or persons in or about the Demised Premises; and Tenant will further indemnify, defend and hold Landlord harmless from and against any and all claims, liability, penalties, damages, expenses and judgments arising from any loss, damage, or injury to persons or property of any nature, and also for any matter or thing arising out of the occupation of the Demised Premises or the sidewalks adjacent thereto. Except if caused by the acts or negligence of Landlord, its agents, employees or contractors, Landlord shall not be liable for any latent, patent or any other defects in the Demised Premises or the Shopping Center. If at any time any windows of the Demised Premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including but not limited to Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall same release Tenant from its obligations hereunder nor constitute an eviction.

Section 16.02. Tenant agrees to indemnify and hold harmless Landlord, its officers, directors, partners, employees, agents and any mortgagee or lessor of the Demised Premises or any portion thereof, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses, including attorneys' fees, that arise out of or in connection with (i) the performance, use, occupancy, repair, maintenance or control of the Demised Premises or the sidewalks adjacent thereto or any part thereof or the property used by Tenant, or (ii) any act or omission of Tenant or Tenant's agents, employees, contractors, concessionaires, licensees, customers, invitees, subtenants or assignees, or (iii) any default, breach, violation or non-performance of this Lease or any provision hereof by Tenant, or (iv) any injury to person or property or loss of life sustained in or about the Demised Premises or the sidewalks adjacent thereto or any part thereof. Tenant shall, at its own cost and expense, pay any and all legal fees and other expenses incurred by, and defend any and all actions, suits and proceedings which may be brought against, and pay, satisfy and discharge any and all judgments, orders and decrees which may be made or entered against, Landlord, its officers, directors, partners, employees, agents, and any mortgagees or lessors of the Demised Premises or the Shopping Center or any portion thereof with respect to, or in connection with, any of the foregoing. Without limiting the foregoing, Landlord shall have the right to defend and settle any claims against Landlord, the Demised Premises or the Shopping Center with counsel of its own choosing, and pay any judgments and settlements related thereto, in which event Tenant shall reimburse Landlord, as Additional Rent, for all the costs and expenses thereof (including without limitation legal fees and the amount of any such judgment or settlement) plus interest at the maximum rate allowed

PLEASE SIGN: _____

Landlord

Tenant

by law. The comprehensive general liability coverage maintained by Tenant pursuant to this Lease shall specifically insure the contractual obligations of Tenant as set forth in this Section and as provided in this Lease.

ARTICLE 17. Access

Section 17.01. Landlord shall have the right upon prior written notice to enter upon and show the Demised Premises at any reasonable time during business hours and during the Term of this Lease to any prospective purchasers or mortgagees of the Demised Premises or this Lease, and may enter upon the Demised Premises, or any part thereof, for the purpose of ascertaining the condition thereof (or the condition of any roof or basement accessed through the premises) or for ascertaining whether Tenant is observing and performing the obligations assumed by Tenant under this Lease. Landlord shall also have the right to enter upon and show the Demised Premises to any prospective lessee during the last six (6) months of the Term of this Lease. Landlord shall also have the right upon prior written notice and during business hours (except in an emergency when Landlord may enter at any time without notice) to enter upon the Demised Premises at any time for the purpose of making any repairs or performing any other work. Tenant shall reimburse Landlord for all reasonable costs, liabilities and expenses incurred in connection with any such repairs or work which are Tenant's responsibility to perform, plus interest at the maximum rate allowed by law, upon demand therefor. Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to make any such investigations or repairs or perform any such work which Tenant is obligated to perform, nor shall any entry by Landlord for any reason (nor any storage on the premises by Landlord of any necessary materials, tools, supplies, or equipment) entitle Tenant to any damages or diminution or abatement of rent, nor shall same constitute an eviction of Tenant, regardless of any inconvenience or loss of business suffered by Tenant.

Section 17.02. If an excavation shall be made upon land near or adjacent to the Demised Premises, or shall be authorized to be made, Tenant shall permit the person or persons causing or authorized to cause such excavation license to enter upon the Demised Premises for the purpose of doing such work as Landlord or such person or persons shall deem necessary to preserve the well or the building of which the Demised Premises form a part from damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of Rent.

ARTICLE 18. Surrender

Section 18.01. Upon the expiration of the Term of this Lease or on the sooner termination thereof, Tenant shall peaceably and quietly leave, surrender and yield up unto Landlord all and singular the Demised Premises, shall surrender all keys for the premises to Landlord at the place then fixed for the payment of rent, and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Demised Premises. Tenant shall remove all of its personal property (not attached to the Demised Premises) from the Demised Premises upon the expiration or sooner termination of this Lease and shall leave the Demised Premises broom-clean and in the same condition the premises were in upon delivery of possession thereof to Tenant, reasonable wear and tear and casualty excepted, and Tenant shall repair all damage to the Demised Premises caused by or resulting from the removal of any personal property. Any personal property of Tenant which shall remain in the Demised Premises after the expiration of the Term of this Lease or sooner termination thereof and the removal of Tenant may, at the option of Landlord, be deemed to have been abandoned, and either may be retained by Landlord as its property, or disposed of by Tenant if requested by Landlord, or may be disposed of in such manner as Landlord may see fit.

Section 18.02. If Tenant holds over and refuses to surrender possession of the Demised Premises after the expiration or sooner termination of this Lease, Landlord shall have the option to treat such holding over as a tenancy at sufferance. During such tenancy Tenant shall pay to Landlord, for Tenant's use and occupancy, an amount equal to two (2) times the Fixed Annual Rent in effect immediately prior to the expiration or sooner termination of this Lease.

ARTICLE 19. Insurance

Section 19.01. At all times throughout the Term of this Lease, Tenant will, at its sole cost and expense, but for the mutual benefit of Landlord, Landlord's managing agent, Tenant, and any ground lessors and mortgagees, and any other parties designated by Landlord, keep and maintain policies of comprehensive general public liability insurance on an occurrence basis with broad form extension and contractual liability endorsement protecting against any and all claims for damages or injury to person or property or for loss of life or property occurring upon, in, or about the Demised Premises or the sidewalks adjacent thereto, such insurance to afford immediate protection in such amounts as Landlord shall require. As of the Commencement Date, the minimum coverage for combined single limit bodily injury and property damage of \$1,000,000.00 per occurrence.

Section 19.02. Each party agrees that it will, at its sole cost and expense, include in its insurance policies appropriate clauses pursuant to which the insurance companies (i) waive all right of subrogation against the other party, with respect to losses payable under such policies and (ii) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies.

ARTICLE 20. Damage or Destruction

If all or any part of the Demised Premises shall be substantially damaged or destroyed by fire or other casualty, Landlord shall have the option of either repairing the damage (in which event this Lease shall continue in full force and effect, except that Tenant shall receive an appropriate abatement of Rent for the period and to the extent that the Demised Premises are untenantable) or terminating this Lease. If Landlord elects to repair as aforesaid, in no event shall Landlord be required to expend more than the amount of insurance proceeds received by Landlord with regard to the casualty.

ARTICLE 21. Condemnation

If all or any part of the Demised Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, or if more than twenty-five percent (25%) of the then existing paved parking spaces of the Shopping Center shall be appropriated or taken, or if there is a conveyance made in lieu thereof, or if more than fifteen percent (15%) of the leasable floor space within the Shopping Center shall be so taken, or if there is a conveyance made in lieu thereof, regardless of whether or not the all or any portion of Demised Premises shall have been taken, Landlord or Tenant shall have the right to terminate this Lease. In the event of any such taking which does not result in a termination of this Lease by Landlord or Tenant, Landlord shall restore the Demised Premises into a complete architectural unit, and Tenant shall receive an appropriate abatement of Rent for the period and to the extent that the Demised Premises are untenantable. If Landlord restores as aforesaid, in no event shall Landlord be required to expend more than the amount of the award received by Landlord in respect of the taking. All compensation awarded or paid upon such a total or partial taking or conveyance of the Demised Premises shall belong to and be the property of Landlord without any participation by Tenant. Landlord shall have the exclusive right, at its own expense, to appear in any condemnation proceeding, to participate in any and all hearings, trials and appeals therein and to settle or compromise any condemnation proceeding. The terms "condemnation" and "taking" and variants thereof as used herein shall include any agreement or deed given in lieu of or in anticipation of the exercise of the power of eminent domain between Landlord and any governmental authority authorized to exercise the power of that eminent domain.

ARTICLE 22. Assignment and Sublease

PLEASE SIGN:

Landlord

Tenant

Section 22.01. Tenant shall not, without the express prior written consent of Landlord (which Landlord shall not unreasonably withhold or delay) sublet, assign or transfer this Lease or the Demised Premises or any part thereof or the interest of Tenant in the Demised Premises or any sublease or rentals thereunder, or mortgage, pledge, or encumber its interest in any of the foregoing. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, and any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings. Neither the making (whether with Landlord's consent or not) of any assignment, mortgage, pledge, encumbrance or subletting, in whole or in part, nor the acceptance by Landlord of rent from any assignee, subtenant, or other third party shall constitute consent by Landlord to any assignment or subletting nor a waiver of any rights or remedies of Landlord nor shall operate to relieve Tenant from Tenant's obligations under this Lease and, notwithstanding any such assignment, mortgage, pledge, encumbrance or subletting, Tenant shall remain liable for the payment of all Rent and for the due performance of all the covenants, agreements, terms and provisions of this Lease to the full end of the Term of this Lease, whether or not there shall have been any prior termination of this Lease by summary proceedings or otherwise. Any direct or indirect transfer which constitutes a transfer of a controlling interest in Tenant, if Tenant is a partnership or joint venture, or any direct or indirect transfer which constitutes a transfer of a controlling stock interest of Tenant or a partner of Tenant, if Tenant or a partner of Tenant is a corporation, shall be deemed to be an assignment of this Lease.

Section 22.02. Notwithstanding anything contained in this Article to the contrary, Landlord shall not be obligated to entertain or consider any request by Tenant to consent to any proposed assignment of this Lease or sublet of all or any part of the Demised Premises unless each such request by Tenant is accompanied by a check payable to Landlord in the amount of One Thousand (\$1,000.00) Dollars towards payment to cover Landlord's actual costs and expenses in processing each such request by Tenant. However, neither Tenant's payment nor Landlord's acceptance of the foregoing check shall be construed to impose any obligation whatsoever upon Landlord to consent to Tenant's request.

Section 22.03. Notwithstanding anything herein to the contrary, Landlord shall not unreasonably withhold consent to a sublet, license or concession arrangement or assignment so long as the Demised Premises would continue to be used in accordance with Article 8 hereof and provided that the proposed assignee or sublessee is acceptable to Landlord. Landlord shall have the right to consider all reasonable factors, including without limitation the proposed party's creditworthiness, business experience, business practices, and reputation, in determining said party's acceptability to Landlord.

Section 22.04. Provided Tenant is not in default under this Lease after any grace and/or notice periods Tenant may assign or sublet this Lease without Landlord's consent to an entity controlled by Tenant, a corporation which is controlled by the same entity as that which controls Tenant, to an immediate controlling corporation or to an entity which acquires substantially all of the Tenant's assets including but not limited to its other stores. Any such assignment shall not relieve Tenant of any of its obligations hereunder and Tenant shall remain fully liable therefor. Nothing herein shall be deemed to allow Tenant to change the permitted use of the Demised Premises. Within five (5) days of the effective date, Tenant shall deliver Landlord copies of all applicable assignment instruments or sublet agreements, as the case may be.

ARTICLE 23. Subordination

This Lease is and shall be subject and subordinate at all times to all ground and underlying leases and fees and to all mortgages, deeds of trust, and the lien resulting from any other method of financing or refinancing which now or hereafter affects the Demised Premises (in any amounts and all advances thereon which may now or hereafter affect the Demised Premises or the real property of which they form a part), and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee, trustee, ground lessor, or other person or entity. Tenant hereby attorns to any underlying lessor or mortgagee and shall execute promptly any certificate or other instrument which Landlord may request in confirmation of such subordination and attornment. If any mortgagee, trustee, or ground or underlying lessor requires that this Lease be prior rather than subordinate to any such mortgage or lease, Tenant shall, promptly upon request therefor by Landlord or such mortgagee, trustee or lessor, and without charge therefor, execute a document effecting or acknowledging such priority, which document shall contain, at the option of such mortgagee, trustee, or lessor, an attornment obligation to the mortgagee, trustee, or lessor, as landlord in the event of foreclosure or to any party acquiring title through such mortgage in such event. Upon request of any ground lessor or mortgagee of record, Tenant shall give prompt written notice of any default of Landlord hereunder, and Tenant shall allow such ground lessor or mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice) in which to cure any such default. Any such notice shall be sent to the ground lessor or mortgage loan department of any such mortgagee at its home office address. If any ground or underlying lease is terminated or any mortgage, deed of trust, or other lien upon the Demised Premises (or the realty of which they form a part) is foreclosed, Tenant shall, at the request of Landlord or any ground or underlying lessor, mortgagee, trustee, or other terminating or foreclosing party, enter into a new lease for the Demised Premises for the remaining Term of this Lease and otherwise on the same terms, conditions and rentals herein.

Landlord agrees to request a nondisturbance agreement from the holder of each mortgage as of the date hereof and of all holders of mortgages made in the future but this Lease shall not be affected in the event that such holders refuse to deliver a nondisturbance agreement.

ARTICLE 24. Signs

Section 24.01. Tenant may not erect any exterior signs without Landlord's prior written approval, which approval will not be unreasonably withheld or delayed. If Tenant shall desire to erect an exterior sign, Tenant shall submit to Landlord detailed drawings of its sign for review and approval by Landlord prior to erecting said sign on the Demised Premises. Landlord has been advised by Tenant that Tenant's sign will contain the words "Ashley Stewart Woman Sizes 14 to 28" Tenant shall maintain any such signs approved by Landlord in good condition, repair and operating order at all times. If any damage is done to Tenant's sign, Tenant shall commence to repair same within ten (10) days.

Section 24.02. All signs of Tenant visible from the common areas of the Shopping Center shall be in good taste and shall conform to the standards of design, motif, and decor from time to time established by Landlord for the Shopping Center. No flashing signs shall be permitted. No credit card signs or advertisements nor any hand lettered signs shall be visible from the common areas.

Section 24.03. If at any time Landlord shall elect (in its sole discretion), in order to facilitate any repairs, renovations or remodeling of the Shopping Center (including Tenant's facade), or in order to facilitate a conversion to uniform signage, Tenant shall, upon request by Landlord, (a) at Tenant's cost and expense remove any or all of Tenant's signs and replace same with a new sign or signs in conformity with the uniform signage criteria of the new facade; and (b) replace Tenant's storefront at Landlord's sole cost and expense with a new storefront in conformity with the storefronts of any expansion portions of the Shopping Center built during the Term hereof, said conformity to be decided by prior written confirmation of Tenant's drawings by Landlord.

Section 24.04. Tenant shall obtain, at Tenant's sole cost and expense, all necessary licenses and permits for its signs, and shall at all times comply with all other legal requirements with regard to same.

ARTICLE 25. Brokerage

Tenant and Landlord represent and warrant to the other that it has dealt with no broker or other intermediary in connection with this transaction.

ARTICLE 26. Default Provisions

Section 26.01. If (i) Tenant fails to pay any Fixed Rent or Additional Rent after seven (7) days prior written notice; or (ii) Tenant fails to observe or perform any other of the terms of this Lease or its part to be observed or performed; then, in any one or more of such events, upon Landlord serving a written twenty (20) day notice of default, upon Landlord specifying the nature of said default and if Tenant shall have

PLEASE SIGN:

Landlord

Tenant

failed to comply with or remedy such default within twenty (20) days, unless such default (other than a rental default) cannot be cured within such 20 day period, and Tenant commences to cure same and diligently prosecutes same to completion, then this Lease and the term thereunder shall, at the option of Landlord, terminate and come to an end on the date specified in such notice of default and Tenant shall quit and surrender the Demised Premises to Landlord as if the Term ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided.

Section 26.02. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of Fixed Rent or Additional Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant. However, Tenant shall not move to consolidate any such separate action with any action brought by Landlord for Rent or possession or both.

Section 26.03. If the notice provided above shall have been given and the Term shall, at Landlord's option, expire as aforesaid, or should Landlord elect not to terminate this Lease, Landlord shall have the immediate right to re-entry (to the extent permitted by law) and may remove all persons and property from the Demised Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant, all without service of notice or resort to legal process (all of which Tenant expressly waives) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may (but shall not be obligated to) make such alterations and repairs as may be necessary in order to relet the premises, and may (but shall not be obligated to) relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rentals and upon such terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord may recover from Tenant, as Additional Rent, all damages it may incur by reason of Tenant's default, including the cost of recovering the Demised Premises, reasonable attorney's fees, and the costs of re-letting, including without limitation brokerage and legal fees and the costs of alterations and repairs (it being understood, however, that Landlord shall have the right but not the obligation to seek to re-let the premises in the event that Landlord re-takes possession thereof). In addition, Landlord shall have the right to recover from Tenant, as Additional Rent, the amount of any abatement of Rent granted to Tenant under Section 3.02 hereof or under any other provisions of this Lease. In no event shall a termination of this Lease or of Tenant's right to possession of the Demised Premises abrogate Tenant's obligation to pay Rent accruing hereunder through the stated expiration date hereof. In the event of a default by Tenant hereunder, Landlord shall have, in addition to all other remedies, the option of treating all or any part of the Rent reserved in this Lease for the remainder of the stated term hereof as immediately due and payable from Tenant to Landlord as if by the terms of this Lease it were payable in advance, it being understood that the method of monthly or other periodic payments provided for herein are for the convenience of Tenant and available to Tenant only if Tenant is not in default under this Lease.

Section 26.04. Landlord, at its election (but without being obligated to do so), shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of its obligations under this Lease, and in the event Landlord shall at its election pay such sums or do such acts requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums, and the sums so paid or incurred by Landlord together with all applicable late charges and maximum legal interest thereon, shall be deemed Additional Rent and be payable as such.

Section 26.05. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises by reason of the violation of Tenant of any of the provisions of this Lease or otherwise.

ARTICLE 27. Crediting of Payments

No receipt or endorsement or statement on any check or any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease or available at law or equity.

ARTICLE 28. Final Billing - Intentionally omitted.

ARTICLE 29. Late Payment

If Tenant shall fail to pay within ten (10) days when due any Rent which comes due and payable by Tenant to Landlord under the terms of this Lease, then interest at the maximum legal rate shall accrue on said Rent from and after the date on which said Rent shall be due and payable, and such interest, together with a late charge of five cents (\$.05) for each dollar of the amount overdue to cover the extra expense associated with such delinquency, shall be paid by Tenant to Landlord as Additional Rent at the time of payment of the delinquent sum. If Tenant shall deliver a check to Landlord which is dishonored for any reason, Tenant shall pay Landlord as Additional Rent an additional charge of Two Hundred (\$200.00) Dollars for Landlord's expense in connection therewith. If Tenant is late in the payment of any Rent or if checks on account of Rent are dishonored three (3) or more times during any twelve (12) consecutive months of the Term, then Tenant, upon notice from Landlord, shall deposit additional security in an amount equal to one (1) then monthly installment of Fixed Annual Rent to be held by Landlord pursuant to Article 13 hereof.

ARTICLE 30. Estoppel Certificate

Each party shall execute and deliver to the other, within ten (10) business days of Landlord's request therefor, a currently dated certificate stating as follows:

- (a) whether this Lease is in full force and effect;
- (b) whether this Lease has been modified, amended, or assigned, or the premises sublet, and specifically referring to and attaching copies of the documents evidencing any modification, amendment, assignment, or sublet;
- (c) whether there are any existing defaults hereunder to the knowledge of such party, and specifying the nature of any such defaults;
- (d) the dates, if any, to which Rent has been paid in advance;
- (e) the commencement and expiration dates hereof;
- (f) the amount of Security paid hereunder;

PLEASE SIGN:

Landlord

Tenant

- (g) whether there are any defenses or offsets to the enforcement of this Lease, and specify any so claimed; and
- (h) such other matters as may be reasonably requested by Landlord.

The requesting party and all mortgagees and ground lessors of the Shopping Center shall have the right, to rely upon any certificate furnished under this Article.

ARTICLE 31. Intentionally Omitted

ARTICLE 32. Intentionally Omitted

ARTICLE 33. Intentionally Omitted

ARTICLE 34. Force Majeure

Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond its control which shall include, without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or through acts of God. Notwithstanding the foregoing, except as provided under Articles 20 and 21, this Section shall not apply to or limit Tenant's obligation to pay Rent or to open the Demised Premises for business.

ARTICLE 35. Prior Lease Default - Intentionally omitted.

ARTICLE 36. Hazardous Materials

Tenant shall not use or suffer the Demised Premises to be used in any manner so as to create an environmental violation or hazard, nor shall Tenant cause any chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction constitutes a hazardous substance or hazardous waste (hereinafter, "Hazardous Materials"). Tenant shall also immediately notify Landlord in writing of any environmental concerns of which Tenant is or becomes aware and which are raised by any private party or government agency with regard to Tenant's business or the Demised Premises. Tenant shall also notify Landlord immediately of any hazardous waste spills at the Demised Premises and of any other hazardous waste or substances of which Tenant becomes aware. Not in limitation of the generality of the foregoing, but as additional covenants, Tenant specifically agrees that (i) Tenant shall not generate, manufacture, refine, transport, treat, store, handle, dispose or otherwise deal with any hazardous substances or hazardous waste as now or hereafter defined by applicable law; and (ii) Tenant shall defend, indemnify and hold Landlord harmless against any liability, loss, cost or expense, including reasonable attorneys' fees and costs (whether or not legal action has been instituted) incurred by reason of the existence of or any failure by Tenant to comply with any environmental law now or hereafter in effect. Landlord represents to its knowledge that it is not aware of any Hazardous Materials as of the date hereof at the Demised Premises and if required by law, Landlord shall be responsible for removing such Hazardous Materials, if any, that exist as of the date hereof at the Demised Premises.

ARTICLE 37. Notice

Any notice, communication, request, reply or advice, or duplicate thereof (hereinafter severally and collectively referred to as "Notice") in this Lease provided or permitted to be given, made or accepted by either party to any other party must be in writing and be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party, addressed to the party to be notified, or by a nationally recognized courier service. For purposes of notice the addresses of the parties shall, until changed in writing in accordance with this Article 37, be as follows:

Landlord: the address set forth at the beginning of this Lease.

Tenant: the address set forth at the beginning of this Lease, together with a copy to Seltzer Sussman & Haberman, 489 Seventh Avenue, New York, New York 10018, Att: Glenn I. Haberman, Esq.

ARTICLE 38. Peaceful Possession

Tenant, on paying the Rent herein provided and performing all of its covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Demised Premises subject to the terms, matters and provisions hereof.

ARTICLE 39. Binding Effect

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, nor a binding offer to lease, and this Lease becomes effective as a Lease only upon execution and delivery thereof by both Landlord and Tenant. Tenant hereby waives and is estopped from asserting any rights with respect to the Demised Premises or against Landlord which may arise from any alleged oral agreement; oral lease; any acts or expenditures (including without limitation the return of this Lease to Landlord executed by Tenant and the payment of any sums on account hereof) or series of same taken or made by Tenant in reliance on the anticipated execution hereof by Landlord; or any letter from Landlord or its attorneys sent prior to the execution and delivery hereof by Landlord as aforesaid; it being expressly understood and agreed that Tenant shall under no circumstances have any such rights until said execution and delivery hereof by Landlord.

ARTICLE 40. Interpretation, Construction, and Relationship of Parties

Section 40.01. Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State in which the Demised Premises are located.

Section 40.02. No presumption against drafter. Both parties acknowledge and agree that this Lease has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

Section 40.03. Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provisions 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 Lease shall

PLEASE SIGN:

Landlord

Tenant

be valid and be enforced to the fullest extent permitted by law unless as a result thereof the Rent payable hereunder is reduced, in which case, Landlord shall have the right to terminate this Lease upon written notice to Tenant. The terms "herein," "hereby," "hereof," "hereunder," and "hereto" and words of similar import, shall be construed to refer to this Lease as a whole unless used expressly with a particular Article or Section.

Section 40.04. Entire Agreement. This Lease together with all attachments, schedules and Exhibits, which are hereby incorporated by reference as if stated herein, contains the entire agreement between the parties in respect of the Demised Premises, and no oral statements or representations or prior written matter in respect thereof not contained in this Lease shall have any force or effect. This Lease and the provisions hereof may not be modified or waived in any way or terminated, other than by a writing executed by all parties hereto.

Section 40.05. Successors and Assigns. This Lease and all of its terms and provisions shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and permitted assigns, and whenever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include, wherever applicable, a reference to the heirs, legal representatives, successors and permitted assigns of said party. The provisions of this Lease shall not give rise to any rights to anyone other than the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Section 40.06. Exculpation.

(a) Notwithstanding any provision of this Lease to the contrary, Tenant agrees to look solely to Landlord's then interest in the Demised Premises for recovery of any judgment from Landlord, it being understood that Landlord (or its representatives, agents, partners, shareholders, directors, employees, fiduciaries and officers) shall never be personally liable for any such judgment or for the payment of any monetary obligation.

(b) If this Lease is executed on behalf of Landlord by any party as Agent for Landlord, then said party is acting as Agent only and shall not in any event be held liable to Landlord or to Tenant for the fulfillment or non-fulfillment of any of the terms, covenants or conditions of this Lease or for any action or proceedings that may be taken by Landlord against Tenant or by Tenant against Landlord, including but not limited to any such action arising out of the performance or non-performance by Agent or any act pursuant to Landlord's direction. Any waiver of Landlord's liability hereunder, including but not limited to any waiver of subrogation rights, shall apply with equal force and effect to such Agent, except when such liability arises out of the grossly negligent acts or omissions or willful misconduct of Agent.

(c) With respect to any provision of this Lease which requires Landlord's consent or approval, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives, any claim for damages, it being understood and agreed that Tenant's sole remedy therefor shall be an action for specific performance.

Section 40.07. Intentionally omitted.

Section 40.08. Intentionally omitted.

Section 40.09. No Partnership. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of landlord and tenant.

Section 40.10. Intentionally omitted.

Section 40.11. Required Consent. Any consent by Landlord herein contained or hereafter given to any act or acts for which Landlord's consent is by the terms hereof required shall be held to apply only to the specific transaction hereby or thereby approved and shall not relieve Tenant from the obligation to obtain Landlord's consent to any subsequent transaction, regardless of its similarity to the prior transaction.

ARTICLE 41. Intentionally Omitted

ARTICLE 42. Rules and Regulations

Tenant's use of the Demised Premises and the common areas shall be subject at all times during the Term to reasonable, non-discriminatory rules and regulations adopted by Landlord governing the use of the parking areas, malls, walks, driveways, passageways, signs, exterior of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Shopping Center. Tenant agrees to comply with all such rules and regulations (provided Tenant's costs are not materially increased hereunder) upon notice to Tenant from Landlord, and Tenant's failure to so comply shall constitute a default hereunder, in respect of which Landlord shall have all rights and remedies. Without limiting the foregoing, Tenant expressly agrees as follows:

(a) All deliveries to or from the Demised Premises shall be done only in the areas and through the entrances designated for such purposes by Landlord.

(b) All garbage and refuse shall be kept inside the Demised Premises in the kind of container specified by Landlord, and shall be placed outside of the Demised Premises prepared for collection only in the manner and at the places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided the costs are at commercially reasonable rates. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all common loading areas in a clean manner satisfactory to Landlord.

(c) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Demised Premises without first obtaining in each instance Landlord's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at Tenant's expense without notice at any time.

(d) No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

(e) Tenant shall keep the Demised Premises at a temperature to prevent freezing of water in pipes and fixtures.

(f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

(g) Tenant, at its expense, shall contract with an exterminator for termite and pest extermination services covering the Demised Premises, as required in Tenant's sole judgment reasonably exercised.

(h) Tenant shall not burn any trash or garbage of any kind in the Premises or within three (3) miles of the Shopping Center.

(i) Tenant shall keep any display windows or signs in or on the Demised Premises well lighted during such hours and days that a majority of the stores keep lighted.

PLEASE SIGN:

Landlord

Tenant

(j) Tenant shall keep and maintain the Demised Premises, including without limitation exterior and interior portions of all windows, doors, and other glass, in a neat and clean condition.

(k) Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or other tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon said Shopping Center, nor shall Tenant cause any impairment or reduction of the good will of the Shopping Center.

(l) Tenant shall pay before delinquency all license or permit fees and charges of similar nature for the conduct of any business in the Premises.

(m) Intentionally omitted.

(n) Tenant shall store and stock in the Demised Premises only such merchandise as Tenant is permitted to offer for sale in the Premises pursuant to this Lease.

(o) Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Premises, or utilize any unethical method of business operation.

(p) Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Demised Premises or any other part of the Shopping Center.

(q) Tenant shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Shopping Center except in such manner and in those areas in the Shopping Center as may be approved by Landlord in writing.

(r) Tenant shall not place a load on any floor in the interior delivery system, if any, or in the Demised Premises, or in any area of the Shopping Center, exceeding the floor load allowed by Landlord.

(s) Intentionally omitted.

(t) Tenant shall keep the outside areas immediately adjoining the Demised Premises (including without limitation the sidewalks) clear and free from snow, ice, dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas.

(u) Tenant shall not maintain an open storefront or open window, or opening in the windows of any kind or variety through which merchandise or food sales or other business may be transacted with persons on the street in front of the Demised Premises, and no sale, display or storage of goods, merchandise, services, food or beverages shall be made by Tenant, its agents, servants, licensees, subtenants or assignees outside of the Demised Premises, in the common areas, or on the sidewalk in front of or adjacent to the Demised Premises.

ARTICLE 43. Mechanics Liens

If at any time the Demised Premises or Shopping Center shall be encumbered by any mechanics' or other liens, charges or claims for the payment of money or otherwise, or any violations or other encumbrances of any and all kinds, nature and description, arising from Tenant's use of the Demised Premises or any work performed by or on behalf of Tenant, then Tenant shall, within thirty (30) days after receipt of notice of same (or of request by Landlord), prove to the satisfaction of Landlord that every such claim and charge has been fully paid, discharged or bonded. Without limiting Tenant's liability for failure to comply with this paragraph, if Landlord bonds or discharges any mechanic's or other lien, encumbrance or violation upon Tenant's failure to do so, then, in addition to the cost of such bonding or discharging and all other costs and disbursements which Tenant would owe to Landlord in respect of same hereunder, Tenant shall also pay to Landlord Landlord's actual legal fees incurred in connection therewith.

ARTICLE 44. Prohibition Against Pornographic Uses

Tenant agrees that the value of the Demised Premises and the reputation of the Landlord will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material (including without limitation pornographic videotapes and movies) on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any subtenant or assignee of the premises. This Article shall directly bind any successors in interest to Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Section, such violation shall be deemed a breach of a substantial obligation of the terms of this Lease and objectionable conduct. Pornographic material is defined for purposes of this Section as any written, videotaped, videodisk, filmed, or pictorial matter with prurient appeal or any objects or instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in New York Penal Law Section 235.00.

IN WITNESS WHEREOF, this Lease is hereby executed and delivered as of the date and year first above written.

WITNESS:

LANDLORD:
PHILIPS INTERNATIONAL HOLDING CORP.
as agent for LAMBLEY CENTER LIMITED
PARTNERSHIP

By: 

WITNESS:

TENANT:
ASHLEY RETAIL OF N.Y., INC.

By: 

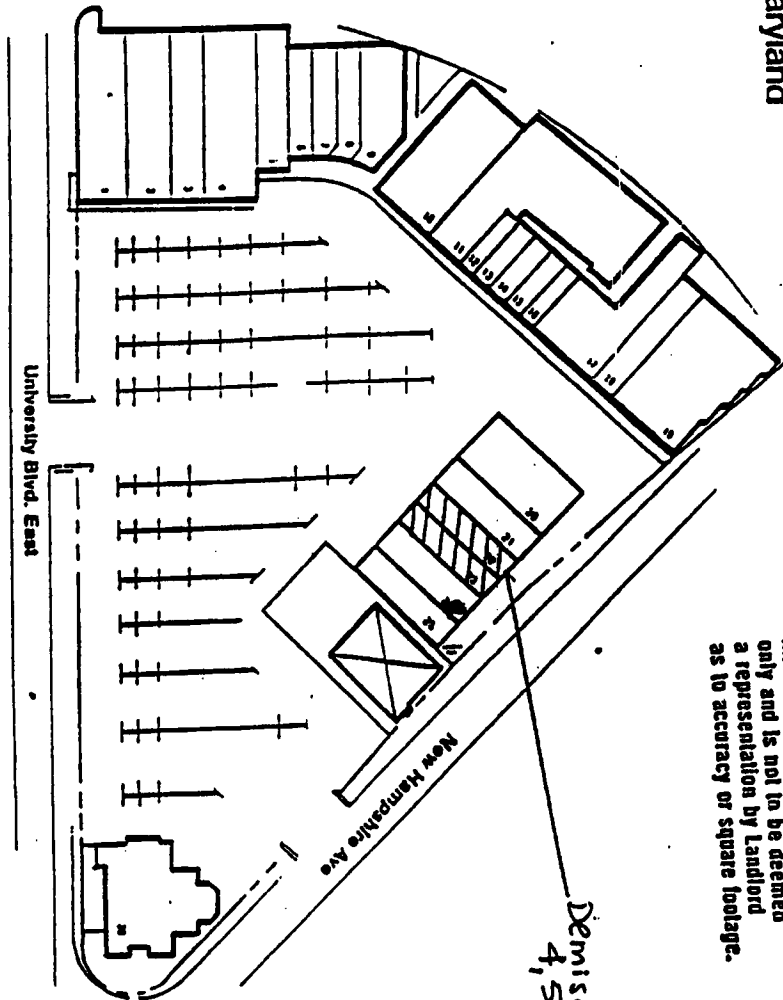
Federal ID number _____

PLEASE SIGN:

 Landlord

 Tenant

Langley Park Shopping Center Langley Park, Maryland



All areas, conditions and dimensions are approximate. This plan is intended for identification purposes only and is not to be deemed a representation by Landlord as to accuracy or square footage.

Demised Premises
4,500 sq. ft. ±



PLEASE SIGN:

Landlord

Tenant

EXHIBIT B - LANDLORD'S WORK

SHOPPING CENTER: LANGLEY PARK SHOPPING CENTER, LANGLEY PARK, MD
TENANT: ASHLEY RETAIL OF N.Y., INC.

Tenant acknowledges that it is familiar with the Demised Premises and is accepting same "as is" with no work of any sort to be performed by Landlord, except as follows:

None

PLEASE SIGN:

Landlord

Tenant

FIRST MODIFICATION OF LEASE

THIS FIRST MODIFICATION OF LEASE ("Modification") is made and entered into by and between KODIAK ENTERPRISES, INC. ("Lessor") and ASHLEY RETAIL OF N.Y., INC. ("Lessee"), effective for all purposes as of the 8th day of April, 1994.

RECITALS

A. Lessee previously entered into a Lease (the "Lease") dated as of May, 1992, between Lessee as tenant and Langley Center Limited Partnership as landlord.

B. The space leased by Lessee pursuant to the Lease is located in a certain building and has the street address 7972 New Hampshire Avenue, Langley Park, Maryland 20783, which building is part of the shopping center known as Langley Park Shopping Center (the "Center"). The premises leased by the Lessee pursuant to the Lease were described therein as Store Number 22/23, containing approximately 4,500 square feet of space.

C. On or about May 3, 1993, Lessor received an assignment of the rights and interests of National Bank of Canada (the "Bank") in certain loan documents (the "Loan Documents") evidencing, securing, and executed in connection with a certain loan (the "Loan") made by the Bank to Langley Center Limited Partnership, including a first-lien deed of trust upon the Center.

D. Langley Center Limited Partnership defaulted on the Loan and relinquished possession and control of the Center to Lessor, as mortgagee in possession, pursuant to the terms of the Loan Documents. Lessor is presently operating the Center as landlord in such capacity.

E. Lessor has sent Lessee a certain Notice of Default dated February 18, 1994, advising Lessee of certain defaults claimed by Lessor to exist under the Lease. Lessee claims to have received from Langley Center Limited Partnership a certain rent abatement reducing the amount of rent due under the Lease.

F. Lessor and Lessee wish to resolve their disputes concerning the Lease by modifying certain terms of the Lease, as hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Lessor and Lessee hereby agree to amend the Lease, and the Lease is hereby amended, as follows:

1. Lessor and Lessee acknowledge and agree that the Rent accrued and unpaid under the Lease through March 31, 1994, is \$46,243.80 (the "Accrued Rent"). With respect to the Accrued Rent, Lessor and Lessee have agreed as follows: (AM + 12)

(a) Lessee shall pay to Lessor, in conjunction with its execution and delivery of this Modification, \$16,243.80 of the Accrued Rent, in immediately available funds in the form of a certified or bank cashier's check.

(b) Lessor hereby waives its claim to \$12,000.00 of the Accrued Rent, subject to the provisions of Section 6 of this Modification.

(c) Lessee shall pay to Lessor the remaining \$18,000.00 of the Accrued Rent in consecutive monthly installments of \$2,000.00 each, without interest, on the first day of each calendar month, commencing on May 1, 1994.

2. The payments referred to in Section 1 of this Modification shall be in addition to normal payments of Rent due under the Lease for the period following March 31, 1994, including but not limited to Percentage Rent (if any) due under the Lease for the Lease Year ending June 30, 1994, and thereafter. In this regard, it is specifically agreed that Lessee shall also pay to Lessor, in conjunction with its execution and delivery of this Modification, the Rent due under the Lease for the month of April 1994, in the amount of \$5,138.20, in immediately available funds by certified or bank cashier's check.

3. Unless and until otherwise designated by Lessor, all checks for payment of rent due under the Lease shall be made payable to the order of Kodiak Enterprises, Inc.

4. Unless and until otherwise designated by Lessor, payments of rent due under the Lease to Lessor, and notices given by Lessee to Lessor under the Lease, shall be given to Lessor at the following address:

Kodiak Enterprises, Inc.
c/o Kimco Management of Maryland, Inc.
800 Bustleton Pike
Richboro, PA 18954

5. This Modification shall be null and void and of no force and effect if the payments referred to in Section 1(a) and Section 2 to be made in conjunction with the execution and delivery of this Modification are not so made.

(which calendar year ends April 3, 1995)

6. If Lessee shall hereafter default (following the applicable notice and cure period) in the making of the payment of any Rent due from Lessee under the Lease during the calendar year following the effective date hereof, including but not limited to the payments referred to in Section 1(c) of this Modification, the waiver set forth in Section 1(b) of this Modification shall be null and void and of no further force or effect.

7. Except as hereby expressly modified, the Lease shall otherwise be unchanged, shall remain in full force and effect, and is hereby expressly approved, ratified and confirmed in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Modification to Lease under seal as of the date first hereinabove written.

WITNESS:

Elisandra Silva-Torres

LESSOR:

KODIAK ENTERPRISES, INC.

By: Darryl J. Black (SEAL)
Name: Darryl J. Black
Title: Vice President

LESSEE:

ASHLEY RETAIL OF N.Y., INC.

[Signature]

By: [Signature] (SEAL)
Name:
Title: President

File: J:\HOME\USERS\RB\KODIAKMD.MDO

Amendment to that certain Lease entered into as of May-1992,
which was subsequently modified by First Modification of Lease dated April 8, 1994

By and between
Land Fair Properties, LLC c/o Reliable Properties (its agent), (as LANDLORD) and
Large Apparel of Maryland, Inc., successor-in-interest to Ashley Retail of N.Y., Inc.
(as TENANT)

Landlord and Tenant hereby agree to the extension of the Lease under the following terms and conditions:

- 1) The lease term shall be extended for seven (7) years, which shall commence on February 1, 2002 and shall end on January 31, 2009. Tenant shall not have any option to renew the Lease.
- 2) The new Fixed Annual Rent schedule pursuant to Article 4 of the Lease shall be as follows:

2/1/02 - 1/31/03	\$8,500.00 per month
2/1/03 - 1/31/04	\$8,755.00 per month
2/1/04 - 1/31/05	\$9,017.65 per month
2/1/05 - 1/31/06	\$9,288.18 per month
2/1/06 - 1/31/07	\$9,566.73 per month
2/1/07 - 1/31/08	\$9,853.73 per month
2/1/08 - 1/31/09	\$10,148.95 per month

Tenant acknowledges that it is still liable for the payment of CAM, taxes and insurance in accordance with its obligations under the Lease.

- 3) Pursuant to Article 5 of the Lease, Tenant shall pay to Landlord "Percentage Rent", a sum for each lease year equal to 5% over \$2,000,000 (gross receipts).
- 4) Tenant acknowledges that it is taking the space in "as-is" condition, and Tenant agrees that prior to November 15, 2002, subject to force majeure, it shall remodel and do certain improvements in the store with at least new paint, new carpet, relamp existing fixtures, change ceiling tiles, counters, HVAC and signs at Tenant's sole cost and expense. All work should be approved by Landlord and governmental agencies concerned.
- 5) Tenant acknowledges that it does not have any use exclusivity in the Shopping Center.
- 6) Tenant shall provide Landlord a copy of its current insurance naming Landlord, Land Fair OProperties, LLC, and Reliable Properties, its agent, as additional insured.
- 7) Up to this date, Tenant waives and releases Landlord from all actually known damages and holds Landlord harmless from any and all actually known claims of Tenant, Tenant's heirs, agents, and employees arising from the Lease and any inducement to enter into said Lease, except claims for CAM, taxes and insurance overpayment. (if any)
- 8) All other terms and conditions of the Lease remain in full force and effect.

LAND FAIR PROPERTIES, LLC
(Landlord)
c/o RELIABLE PROPERTIES
(It's Agent)

Signed:

Its:

Dated

LARGE APPAREL OF MARYLAND, INC.
(Tenant)

Signed:

Robert S. Bland, President

Dated:

URBAN BRANDS, INC. (Guarantor)

Signed_

Robert S. Bland, President

Dated:

LEASE ADDENDUM #3
to that certain Lease dated May 1992

by and between

**Land Fair Properties, L.P., c/o Reliable Properties (its agent) successor in interest to Langley Center
Limited Partnership (LANDLORD)**

and

Large Apparel of Maryland, Inc., successor-in-interest to Ashley Retail of N.Y., Inc. (TENANT)

Re: 7972-7974 New Hampshire Avenue, Langley Park, MD 20783

In consideration of the mutual covenants and agreements between the parties, and for good and valuable consideration, Landlord and Tenant hereby agree to extend the Lease under the following terms and conditions:

- 1) The Lease shall be extended for two (2) years, which shall commence on **February 1, 2009** and shall end on **January 31, 2011** with no option to renew.
- 2) Starting February 1, 2009 up to January 31, 2010, Tenant shall pay the new minimum rent of **\$10,500.00** per month plus the estimated monthly CAM charge and from February 1, 2010 up to January 31, 2011, rent shall be **\$10,900.00** per month plus the estimated monthly CAM charge. Tenant acknowledges that the rent and other charges are payable on the first of each month.
- 3) Tenant acknowledges that it is taking the space in "as-is" condition.
- 5) Tenant shall keep its storefront sign in good working condition at all times.
- 6) Tenant shall promptly renew its insurance when due, and within five (5) days from Landlord's request. Tenant shall provide Landlord a copy of its current Certificate of Liability Insurance naming Landlord, Land Fair Properties, L.P. c/o Reliable Properties (its agent) as additional insured.
- 7) Landlord and Tenant currently acknowledge that they do not have any claims against each other.
- 8) The parties confirm that in all respects, except as set forth above, the terms and conditions of the Lease shall remain in full force and effect.

AGREED:

LANDLORD

Land Fair Properties, L.P.
c/o Reliable Properties, its agent

Signature: _____

Date: 3/24/09

TENANT

Large Apparel of Maryland, Inc. (Tenant)

Signature: _____

Date: 3/18/09

Urban Brands, Inc. (Guarantor)

Signature: _____

Date: 3/18/09

EN



RELIABLE PROPERTIES

6399 WILSHIRE BLVD., SUITE 604 • LOS ANGELES, CALIFORNIA 90048-5709 • (323) 653-3777 • FAX: (323) 651-4011

December 3, 2010

BMC Group, Inc.

Attn: Urban Brands Claims Processing

18750 Lake Drive East

Chanhassen, MN 55317

Via Fed-Ex 8690 4075 8600

Re Large Apparel of Maryland, Inc.

Case No. 10-13018-KJC

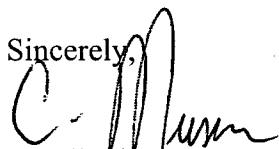
To Whom It May Concern:

Enclosed please find one (1) original and one (1) copy to be conformed of the Proof of Claim for the above referenced matter.

Please send the conformed copy back to us in the enclosed self-addressed, stamped envelope.

Should you have any questions, please do not hesitate contact me at (323) 653-3777.
Thank you.

Sincerely,



Carolina Musun

Encls