

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.

RECEIVED

NOV 29 2010

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

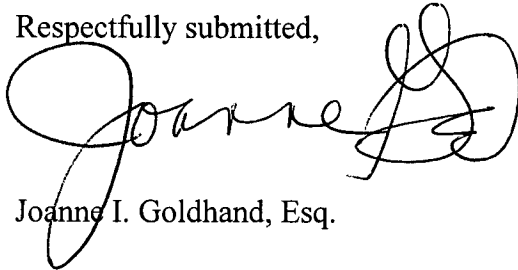
Statement of Particulars Regarding Related Claims

<u>Case Number</u>	<u>Debtor</u>	<u>Claim ID</u>
10-13005-KJC	Urban Brands, Inc.	s1791
10-13036-KJC	Large Apparel of Ohio, Inc.	s905

The above referenced claims arose pursuant to a lease between Town Centers, Ltd. and Large Apparel of Ohio, Inc. ("Tenant") and guaranteed by Urban Brands, Inc. ("Guarantor"). Proofs of Claim were forwarded to Creditor, Town Centers, Ltd. ("Landlord"), by both Tenant and Guarantor. Each of Debtors' Proofs of Claim forms identify the Cure Amount as the amount of the claim. However as the lease was rejected by Order filed October 27, 2010 and the store closed on November 30, 2010, the pre-petition cure amount is not our claim. Our claim is for one (1) year of rent pursuant to Section 365. Additionally, as the bankruptcy was filed on September 21st, while Tenant was in occupancy of the premises without payment of monthly rent, Landlord also has an administrative claim for the ten (10) days of post petition rent in September.

By its two identical claims, Landlord only seeks recovery of the amounts owed, not double payment. Given the form of Proofs of Claim proffered and the fact that both Debtors are liable for the full amount however, two Proofs of Claim are being filed. The amount of the Administrative Claim, \$2,326.78, is broken out on both Proofs of Claim in the Administrative Expense section for clarity.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joanne I. Goldhand", with a large, stylized flourish at the end.

Joanne I. Goldhand, Esq.

LEASE BETWEEN

Large Apparel of Ohio, Inc.

(With corporate guaranty by: Urban Brands, Inc.)

AND

Town Centers Ltd.

AT

Westown Shopping Center

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STANDARD COMMERCIAL SHOPPING CENTER LEASE

This Lease is entered into as of Sept 28, 2006, by Landlord and Tenant.

ARTICLE 1. Definitions and Certain Basic Provisions.

1.1 **Landlord:** Town Centers Ltd., an Ohio limited partnership

Landlord's address: 4270 Morse Road
Columbus, Ohio 43230

Landlord's Telephone Number: 614-418-3100

Landlord's Fax Number: 614-418-3101

Tenant: Large Apparel of Ohio, Inc.

Guaranty By: Urban Brands, Inc.

Tenant's mailing address: Urban Brands, Inc. Attn: Brenda Buchanan
100 Metro Way, Secaucus, NJ 07094

Tenant's trade name: Ashley Stewart

Tenant's address in Shopping Center: 4291 West Third Street, Dayton, Ohio 45417

Tenant's Telephone Number: 201-319-9093

Tenant's Fax Number: 201-319-1173

Premises: Four Thousand Five Hundred (4,500) square feet (space actually measures 5,200 square feet measured from the center line of walls partitioning the Premises from other premises and from the exterior surface of exterior walls), being Space 4291 as described on the plan attached as Exhibit A, and being part of the Shopping Center situated upon the property described in Exhibit B.

Shopping Center: The property commonly known as Westown Shopping Center described on Exhibit B, together with such additions and other changes as Landlord may from time to time designate as included within the Shopping Center.

Term: Sixty (60) months commencing on the Commencement Date specified in Section 3.2 plus the number of months and days necessary to cause the Term to end on the earlier of a July 31 or a January 31.

Commencement Date: The earlier of (a) sixty (60) days from the Delivery Date

Rent Commencement Date: Earlier of (a) sixty (60) days after the Delivery Date or (b) the date Tenant opens for business from the Premises.

Expense Commencement Date: Earlier of (a) sixty (60) days after the Delivery Date or (b) the date Tenant opens for business from the Premises.

Security Deposit: Intentionally omitted.

Operating Costs (Initial Estimate): \$8,460.00/year; \$705.00/month

Marketing Charge (Initial Estimate): Intentionally omitted.

Taxes/Assessments (Initial Estimate): \$1,755.00/year; \$146.25/month

Landlord's Insurance (Initial Estimate): \$1,080.00/year; \$90.00/month

Delivery Date: See Section 3.1.

Permitted Use: The Premises shall be used solely for the retail sales of plus size women's clothing (including shoes and accessories), gifts and sundry items and for no other use without Landlord's prior written consent.

Minimum Rental: \$6,093.75 per month (based upon \$16.25 per square foot per year) during the initial term.

Rental Abatement: The first Six (6) months of Minimum Rental shall be abated. In addition, during months Seven (7) through twelve (12) of the first lease year, Tenant shall pay ½ of the Minimum Rental due under the terms of this Lease (Operating Costs, Taxes/Assessments and Landlord's Insurance payments, as noted above, will not be affected by this Rental Abatement clause).

Tenant Improvement: Landlord shall provide Tenant with a Tenant Improvement Allowance of \$57,656.00, to be paid to Tenant by cash or check within thirty (30) days after the last to occur of (a) the completion of Tenant's Work; (b) Tenant's opening for business from the Premises; (c) payment of the first full month's Operating Costs, Taxes/Assessments and Landlord's Insurance; (d) delivery to Landlord of evidence that the utilities have been transferred to Tenant, (e) delivery to Landlord of a certificate of insurance in compliance with the provisions set forth in the Lease; and (f) delivery to Landlord of lien waivers from all parties providing materials or labor to the Premises and an affidavit from Tenant's general contractor confirming that the work is completed, all parties who provided work or labor to the Premises and all parties have been paid in full.

Breakpoint: \$1,462,500.00 (Natural Breakpoint).

Percentage Rental: The product of (i) the amount of Gross Sales in excess of the

Prepaid Rental: Intentionally omitted.

Tenant's Construction Period: Sixty (60) days following the Delivery Date.

Lease Year: Each Lease Year shall begin on February 1 and end on January 31 of the following year except the first and last Lease Years. The first Lease Year shall be a partial Lease Year from the Commencement Date until the next occurring January 31. The Last Lease Year shall be a partial Lease Year of the period from February 1 to the last day of the Term.

ARTICLE 2. Granting Clause. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

ARTICLE 3. Construction and Acceptance of Demised Premises.

3.1 **Construction of Premises.** Landlord shall not perform any improvements to the Premises as shown in the description of **Landlord's Work** on Exhibit C. The Premises shall be ready for occupancy by Tenant on the date of full execution hereof (the "Delivery Date"). If the Premises are not ready for occupancy by the estimated Delivery Date, Landlord shall not be in default or otherwise liable to Tenant, nor shall the Term be affected; however, if the Premises are not ready for occupancy within three (3) months following the estimated Delivery Date, Tenant, as its sole remedy and only if such delay is not by or attributable to the actions or inaction of Tenant, may terminate this Lease by written notice to Landlord delivered within thirty (30) days following the expiration of such three (3) month period, in which event Landlord shall repay to Tenant any prepaid rent and neither party shall have any further obligations hereunder. In any event, Landlord shall not tender possession of the Premises to Tenant until each of the following conditions have been satisfied by Tenant: (a) Tenant has delivered a complete set of its plans to Landlord that have been stamped by an architect or engineer licensed in the state of Ohio for Landlord's approval; (b) Tenant has provided evidence that the utilities have been transferred to Tenant, and (c) Tenant has provided Landlord with a certificate of insurance in compliance with the provisions set forth in Section 13.2. Tenant shall accept possession of the Premises upon Landlord's certification and shall diligently perform **Tenant's Work** as defined on Exhibit D and install its fixtures, furniture and equipment. Tenant's Work shall be performed by Tenant in accordance with all laws, rules, regulations and ordinances applicable thereto. All permits for Tenant's Work shall be obtained by Tenant at Tenant's sole cost and expense. By initiating Tenant's Work in the Premises, Tenant shall have accepted the Premises. Upon request, Tenant will provide Landlord with a written statement that Tenant has accepted the Premises. Tenant shall furnish to Landlord a certificate of occupancy from applicable local authorities on or before the Commencement Date.

3.2 **Commencement Date.** The **Commencement Date** shall be the earlier of (a) the date Tenant opens for business or (b) the date sixty (60) days after the Delivery Date of the Premises. Occupancy of the Premises by Tenant prior to the Commencement Date shall be subject to all of the provisions of this Lease excepting only those requiring the payment of rent. At the request of either, Landlord and Tenant will, following the Commencement Date, execute and deliver a commencement date agreement acknowledging that Tenant has accepted possession, and reciting the

Construction Period, then Landlord may impose a charge to cover the cost and inconvenience of Tenant's late opening equal to (i) the greater of five percent (5%) of the monthly Minimum Rental per day for each day Tenant fails to open, or (ii) ten percent (10%) of the construction allowance, if any, afforded to Tenant for Tenant Improvements.

ARTICLE 4. Monthly Payment; Minimum Rental & Percentage Rental.

4.1 **Rent Commencement Date.** Minimum Rental and Percentage Rental shall accrue from the Commencement Date, and shall be payable where designated by Landlord, without demand therefor and without any right of abatement, set-off or deduction, for any reason whatsoever. Minimum Rental, Percentage Rental and all other amounts payable by Tenant pursuant to this Lease are herein referred to as **Rent**.

4.2 **Payment of Minimum Rental.** The first Minimum Rental payment shall be due and payable on the Commencement Date, and subsequent Minimum Rental payments shall be due and payable, in advance, on or before the first day of each succeeding calendar month during the Term, provided Rent shall not be considered late if received on or before the fifth (5th) day of the month; if the Commencement Date is other than the first day of a month, the initial Minimum Rental payment shall be appropriately prorated.

4.3 **Payment of Percentage Rental.** Percentage Rental shall accrue as provided above, and shall be calculated on a calendar year basis. Percentage Rental shall be due, in arrears, on the first day of the second month following the end of each Lease Year.

4.4 **Partial Calendar Year.** Percentage Rental for any partial calendar year falling within the Term shall be paid at the specified rate for all Gross Sales during such portion of the calendar year in excess of a prorata share of the annualized Breakpoint, based upon the number of days in such partial calendar year. If the Breakpoint changes during a year, the Breakpoint for each part of that year shall be calculated based on a proration of the number of days in the year before and after the date of the change.

4.5 **Gross Sales.** **Gross Sales** shall include the entire amount of the sales price, whether for cash or otherwise, of all sales of goods, merchandise (including gift and merchandise certificates) and services, and all other receipts whatsoever (including interest, time price differential, finance charges, service charges, credit and layaway sales), of all business conducted in or from the Premises, including mail or telephone orders received or filled at the Premises, deposits not refunded to purchasers, orders taken, although filled elsewhere, sales to employees, sales through vending machines or other devices, sales by any sublessee, concessionaire or licensee or otherwise in the Premises, and proceeds of business interruption or similar insurance. No discounts shall be deducted from any actual sale price for any selected category of customer. Each sale or layaway upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made. No deduction shall be allowed for uncollected or uncollectible credit accounts, service charges, finance charges, bankcard charges or postage fees. Gross Sales shall not include (a) sums collected and paid out for any sales or direct excise tax imposed by any governmental authority, (b) the exchange of merchandise between other stores of Tenant where such exchanges are made

be made from the Premises, (c) returns to shippers or manufacturers, (d) cash or credit refunds made upon any sale where the merchandise sold is returned by purchaser and accepted by Tenant, (e) sales of Tenant's fixtures, (f) credit card fees not to exceed four percent (4%), or (g) check cashing fees.

4.6 **Security Deposit.** Intentionally omitted.

4.7 **Prepaid Rental.** Intentionally omitted.

ARTICLE 5. Sales Reports and Records.

5.1 **Monthly Statement.** By the 20th day of each month Tenant shall deliver to Landlord a statement of Gross Sales for the preceding calendar month and for the calendar year to date, certified by Tenant to be accurate; such statement shall reflect total Gross Sales. Within sixty (60) days after the expiration of each calendar year and within sixty (60) days after termination of this Lease, Tenant shall deliver to Landlord a like statement of Gross Sales for the preceding calendar year (or partial calendar year), certified to be correct by an independent certified public accountant or by an officer of Tenant if Tenant is a publicly held corporation. Tenant shall furnish similar statements for any licensees, concessionaires and subtenants. All such statements shall be in such form and shall be accompanied by such supporting information as Landlord may require. If any such statement discloses an error in the calculation of the Percentage Rental for any period, an appropriate adjustment shall be made. If Tenant fails to timely furnish any Gross Sales statement, Landlord may charge a fee of Twenty-five Dollars (\$25.00) per day until the required statement is furnished, from and after the fifth (5th) day following the date on which such statement was due.

5.2 **Landlord's Audit Right.** Tenant shall keep at the Premises (or, after termination of this Lease, at Tenant's principal office within the United States) a complete and accurate set of books and records of Gross Sales and all supporting records such as tax reports, banking records, cash register tapes, sales slips and other sales records, which shall be preserved for at least twenty-four (24) months after the end of the calendar year to which they relate, and shall be subject to inspection and audit by Landlord and its agents at all reasonable times. If any Gross Sales statements are not submitted by Tenant or if the statements submitted are found to be incorrect to an extent of more than three percent (3%) over the figures submitted by Tenant, Tenant shall pay for Landlord's inspection or audit on demand.

ARTICLE 6. Common Area, Operating and Marketing

6.1 **Common Area.** The **Common Area** is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, including parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, [and, if the Shopping Center is an enclosed Mall, hallways, malls, and restrooms], all of which are subject to Landlord's sole control. Subject to the following sentence, Landlord may from time to time: change the dimensions and location of the Common Area, as well as the location, dimensions, identity and type of buildings; construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center; eliminate buildings; and increase, decrease or modify the Shopping Center parking areas. Notwithstanding the foregoing, Landlord shall not construct any

and concessionaires shall have a non-exclusive license to use the Common Area in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same. Landlord may promulgate and modify from time to time rules and regulations for the safety, care or cleanliness of the Shopping Center which shall be complied with by Tenant and its employees, agents, visitors and invitees. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary for construction, repair or maintenance, promotional activities or to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Landlord may designate areas in which Tenant's employees shall be required to park, and Tenant shall cause its employees to park in such areas. In the event Tenant's employees violate the parking restrictions pertaining to designated employee parking areas, Landlord may elect to have such employee vehicles towed from the restricted parking areas at Tenant's sole cost and expense. In the event Tenant is prohibited from operating due to any restriction in access to the Premises caused by any act or omission of Landlord, Rent shall abate until the first day after such prohibition is lifted.

6.2 **Operating Costs.** Tenant shall pay a portion (determined as provided in Section 6.3) of the costs incurred by Landlord in owning, operating, managing, repairing, replacing, maintaining, securing, lighting and insuring the Common Area (the **Operating Costs**). Operating Costs shall include, without limitation: (a) all expenses related to the ownership, operation, maintenance, on-site management, equipping, repair or security of the Shopping Center, including salaries, taxes, insurance, and employee benefits; (b) all supplies and materials used in the operation, maintenance or repair of all portions of the Shopping Center, including all buildings or other structures, any landscaping and holiday decorations; (c) costs of utilities for the Common Area of the Shopping Center, including the cost of water, sewer, trash removal and power for heating, lighting, air conditioning and ventilating; (d) all expenses related to the repair, service, or maintenance of the Shopping Center and the equipment therein, including security service, window cleaning, plumbing and electrical repair, HVAC maintenance and repair (but only to the extent that Landlord is required to maintain and repair the HVAC system, if any, serving the Common Area of the Shopping Center) signage maintenance and repair, pest control, elevator maintenance, routine maintenance and repair of the roof, routine maintenance and repair of the parking areas including, but not limited to, re-striping and repairing potholes, and janitorial service; (e) cost of all insurance relating to the Common Area of the Shopping Center, including, but not limited to, the cost of casualty, rental abatement and liability insurance applicable to the Shopping Center and Landlord's personal property used in connection therewith; and not covered by Section 13.4 of the Lease; (f) all taxes, assessments and governmental charges relating to the Common Area of the Shopping Center, whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing the Shopping Center or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Common Area of the Shopping Center and not covered by Section 18.2 of the Lease, and; (g) amortization of capital expenditures incurred to effect a reduction in the operating expenses of the Shopping Center (but only to the extent of the annual reduction achieved until costs are reimbursed), plus a fifteen percent (15%) administration charge. Tenant's portion of Operating Costs shall be paid in monthly installments, concurrently with Minimum Rental, based upon Landlord's good faith estimate, from time to time, of Operating Costs. Tenant's initial payment is based upon Landlord's estimate of Operating Costs for the year in question, and the monthly payments thereof (and future payments) are subject to increase or decrease as determined by Landlord from time to time to reflect an accurate estimate of actual Operating Costs.

Tenant shall pay Landlord or Landlord shall credit Tenant (or, if such adjustment is at the end of the Term, pay Tenant), within thirty (30) days of receipt of such statement, the amount of any excess or deficiency in Tenant's payment of its portion of Operating Costs for the calendar year.

6.3 **Tenant's Share of Operating Costs.** Tenant's obligation to pay a portion of Operating Costs shall be determined by multiplying Operating Costs by a fraction, the numerator of which is the number of leasable square feet in the Premises, and the denominator of which is the aggregate number of leasable square feet in the Shopping Center, but excluding from such aggregate basement and mezzanine area and the area leased by any tenant of the Shopping Center containing 20,000 square feet of leasable area or more (but only to the extent that any such tenant pays less than its portion of Operating Costs). Further, for all purposes under this Lease, kiosks, pushcarts, and similar facilities shall not be included in the area of the Shopping Center. Notwithstanding anything to the contrary in this Article 6, Tenant's maximum obligation for Operating Costs (excluding snow removal) shall not exceed an amount equal to the annualized Operating Costs for the first Lease Year multiplied by $(1.05)^n$; where "n" equals one less than the number of the Lease Year in question.

6.4 **Marketing Payment.** Intentionally omitted.

ARTICLE 7. Use and Care of Premises.

7.1 **Permitted Use and Continuous Operation.** The Premises may be used only for the purpose specified in Article 1 and for no other purpose. Tenant shall utilize the trade name specified in Article 1 and no other trade name in conducting business at the Premises. Tenant shall in good faith continuously throughout the initial twenty-four (24) months of the Term carry on in the entire Premises the type of business for which the Premises are leased, and thereafter shall not cease operations without providing six (6) months prior written notice to Landlord. Tenant shall operate its business with a complete line and sufficient stock of merchandise of current style and type, attractive displays and in an efficient and reputable manner so as to produce the maximum amount of sales from the Premises, and shall, except during reasonable periods for repairing, cleaning and decorating keep the Premises open for business with adequate and competent personnel in attendance. Tenant shall operate from 9:00 a.m. to 8:00 p.m. Monday through Saturday and from 12:00 noon through 5:00 p.m. on Sundays, and during any other days and hours when the Shopping Center generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law. In the event Tenant fails to operate its business from the Premises during all of the days and hours required hereunder, Tenant shall pay Landlord an amount equal to one hundred fifty percent (150%) of the daily Minimum Rental for each day that Tenant fails to open on time or to remain open for all of the Shopping Center hours as required herein. Moreover, Landlord may, in addition to all other remedies provided herein, elect to reduce the Breakpoint by $1/365$ th thereof for each day that Tenant fails to open on time or remain open for all of the Shopping Center hours as required herein.

7.2 **Tenant's Property.** All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

7.3 **Prohibited Activities.** Tenant shall not (a) permit any objectionable or unpleasant odors to emanate from the Premises, (b) place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the building or in the Common Area, (c) place an antenna, awning or other projection on the exterior of the Premises, (d) solicit business or distribute leaflets or other advertising material in the Common Area, (e) take any other action which would constitute a nuisance or disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises, (f) conduct within or from the Premises any fire, auction, distress, relocation, closing, liquidation or bankruptcy sales, or (g) do anything which would tend to injure the reputation of the Shopping Center (See **Exhibit H**).

7.4 **Care of Premises.** Tenant shall take good care of the Premises and keep the same free from waste. Tenant shall keep the Premises and sidewalks, service-ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, insects and pests, and shall store all trash and garbage within the area designated by Landlord for such trash pickup and removal in receptacles of the size, design and color from time to time prescribed by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time prescribed by Landlord.

7.5 **Tenant's Display Windows.** Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows and exterior electric signs in front of the Premises lighted from dusk until such time as Landlord may from time to time designate. Professionally prepared signage not obscuring more than twenty-five percent (25%) of the window space shall be permitted.

7.6 **Tenant's Advertisements.** Tenant shall include the name and address of the Shopping Center and identity of its business activities in the Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

7.7 **Permits and Licenses.** Tenant shall procure all permits and licenses required for the transaction of business in the Premises and shall comply with all laws, ordinances and regulations applicable to the use or occupancy of the Premises (including making necessary alterations).

7.8 **Operation of HVAC.** Tenant hereby agrees to operate its HVAC units in the Premises so as to adequately heat and cool the same, as the case may be, during the hours that the Premises are open for business. Further, Tenant agrees to maintain at all times, whether or not the Premises are open for business, the temperature in the Premises consistent with the temperature in the enclosed mall so as not to cause any decrease or increase in the temperature in the mall when the same is being either heated or cooled, as the case may be.

7.9 **Service Charges.** In the event that the Premises is located in a jurisdiction that, now or in the future, imposes a service charge for the removal of trash, waste and garbage from the Premises, Tenant shall timely pay any such service charge imposed on Tenant and/or the Premises. Failure to pay any such charges when due shall constitute a failure to pay Rent as required by the

ARTICLE 8. Maintenance and Repair of Premises.

8.1 **Landlord's Obligations.** Except as provided in Section 8.3 below, Landlord shall keep the foundation, the exterior walls, utilities not exclusively serving the Premises and the roof of the Premises in good repair, ordinary wear and tear excepted. Landlord shall make any repairs to the exterior or structural portions of the Premises required to cause the Premises to comply with applicable law, including the Americans with Disabilities Act provided Tenant shall perform any such repairs required due to the Tenant's particular use of the Premises. Landlord shall not be responsible for maintaining or repairing the Premises, store fronts, plate glass windows, doors, door closure devices, window and door frames, moldings, locks and hardware, and painting or other treatment of interior and exterior walls and any other interior portion of the Premises. Any repairs required to be made by Landlord that are occasioned by the act or negligence of Tenant, its agents, employees, invitees, subtenants, licensees and concessionaires shall be paid for by Tenant upon demand to the extent not covered by net insurance proceeds paid to Landlord therefor. If the Premises need repairs that are Landlord's responsibility, Tenant shall notify Landlord; Landlord shall not be obligated to make any such repairs until a reasonable time after delivery of such notice. Should Landlord fail, within thirty (30) days of written notice (except in case of emergency immediately threatening life or property) to make a repair required of Landlord pursuant to Section 8.1 hereof, then Tenant may send a second notice informing Landlord that if Landlord does not commence, and thereafter diligently prosecute to completion, such work within fifteen (15) days after receipt of such notice, then Tenant shall have the right to complete such repairs at Landlord's cost.

8.2 **Tenant's Liabilities.** Tenant shall furnish, maintain and replace all electric light bulbs, tubes and tube casings in the Premises.

8.3 **Tenant's Obligations.** Tenant shall maintain the Premises in good condition and make all needed repairs and replacements, except for repairs and replacements expressly required to be made by Landlord under Section 8.1, Article 15 (casualty) and Article 16 (eminent domain), and shall keep all plumbing pipes and connections free from obstruction and protected against ice and freezing. Tenant shall be responsible for maintaining, repairing and/or replacing the HVAC system, store fronts, plate glass windows, doors, door closure devices, window and door frames, ceiling tiles, moldings, locks and hardware, maintaining, repairing and/or replacing the ceiling tile and painting or other treatment of interior and exterior walls and any other interior portions of the Premises.

8.4 **Surrender of Premises.** When the tenancy herein created terminates, Tenant agrees to surrender the Premises to Landlord in the same or better condition than existed when Tenant entered possession, loss by fire, wind and ordinary wear and tear excepted (**See Exhibit F**). Tenant agrees to remove all of its trade fixtures, whether or not attached to the Premises, with the exception of lighting and plumbing fixtures, the heating and air conditioning system, the carpet, dressing rooms, cash wrap tables and slat wall, and to repair all damage done by the removal of said fixtures including, but not limited to, ceiling, wall and floor surfaces. Tenant must also remove and replace all of its exterior signage with Landlord approved materials. Landlord will at that time inspect the Premises with Tenant to insure compliance with all specifications. Tenant, at his cost, will have the HVAC system inspected by a reputable company approved by Landlord as to its present condition.

the Lease is terminated, Landlord may repair said system on Tenant's behalf and bill Tenant for the cost thereof. Tenant shall surrender all keys for the Premises to Landlord and inform Landlord of all combinations on locks, safes and vaults in the Premises and Tenant shall provide evidence that all utilities have been paid.

ARTICLE 9. Alterations.

9.1 **Consent Required.** Tenant shall not make any alterations, additions or improvements to the Premises costing in excess of Ten Thousand Dollars (\$10,000.00) in any one year without the prior written consent of Landlord; Tenant may install unattached, movable trade fixtures if the same can be installed without drilling, cutting or otherwise defacing the Premises. All alterations, additions, improvements, carpeting, floor coverings, and fixtures (other than unattached, movable trade fixtures) installed by either party upon the Premises shall remain upon the Premises and become the property of Landlord at the end of the Term, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Premises to their original condition at Tenant's expense.

9.2 **Performance of Alterations.** All work done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and so as to cause a minimum of interference with the transaction of business in the Shopping Center. All work shall be performed by a general contractor approved by Landlord, pursuant to plans and specifications approved by Landlord; Tenant shall reimburse Landlord for costs incurred in reviewing and approving Tenant's plans. Prior to commencement of any such work Tenant shall provide evidence that its contractors have in effect adequate insurance for all risks of loss associated with the work (naming Landlord as an additional insured), and, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any loss, liability or damage therefrom.

9.3 **Roof Work to be Performed by Landlord's Contractor.** All venting, opening, sealing, waterproofing or any altering of the roof (including any work done as part of Tenant's Work) shall only be performed by Landlord's roofing contractor at Tenant's expense in accordance with plans and specifications approved by Landlord. Tenant shall not be permitted to have a satellite dish, antenna or related equipment installed to any portion of the Shopping Center buildings without Landlord's prior written consent and any such installation to the roof shall be performed by Landlord's roofing contractor and Landlord shall have the right to require that such work be completed by Landlord's contractors.

ARTICLE 10. Landlord's Right of Access; Use of Roof.

10.1 **Landlord's Right of Access.** Landlord may enter the Premises after reasonable notice given the circumstances (which shall include notice to the Tenant's main office in most circumstances) at any reasonable time for the purposes of inspecting the same, of making repairs or additions to the Premises, the Building or other premises, or showing the Premises to prospective purchasers, lessees or lenders.

10.2 **No Tenant Access to Roof.** Use of the roof above the Premises is exclusively

ARTICLE 11. Signs; Store Fronts.

11.1 **Consent Required.** Tenant shall not, without Landlord's prior written consent (a) make any changes to or paint the store front; or (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, banners, window or door lettering, placards, decorations or advertising media of any type visible from the exterior of the Premises, except professionally prepared signage covering not more than twenty-five percent (25%) of the windows. All signs, decorations and advertising media shall conform to the sign criteria attached as Exhibit E. Landlord may designate a uniform type of sign for the Shopping Center to be installed and paid for by Tenant.

11.2 **Signage Plans and Removal.** Tenant shall, on or before the Commencement Date, install all signs in accordance with Exhibit E. In the event Tenant fails to install its signage prior to the Commencement Date within the Premises, Landlord shall have the right to install signage on Tenant's behalf and Tenant shall reimburse Landlord for the cost therefor. In addition, Tenant shall pay Landlord the sum of One Hundred Dollars (\$100.00) for each day that Tenant fails to install its signage after the Commencement Date. At the end of the Term and upon the removal or alteration of a sign, Tenant shall repair, paint, and/or replace the building fascia surface where such signs are or were attached.

ARTICLE 12. Utilities.

12.1 **Tenant Provides Meters.** Landlord has provided and shall maintain the trunk facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewerage service to the Premises. Tenant shall be responsible for providing and maintaining any meters or other devices for the measurement of utilities as well as all service lines and other equipment within or about the Premises. Prior to Landlord's tender of possession of the Premises to Tenant, Tenant shall transfer the utilities to Tenant and Tenant shall provide evidence thereof to Landlord.

12.2 **Payment Commences Upon Delivery.** Commencing upon delivery of the Premises to Tenant, Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises and any maintenance charges therefor. All such charges shall be deemed to be included as part of the Rent hereunder.

12.3 **No Landlord Liability.** Landlord shall not be liable for any interruption or failure whatsoever in utility services and Tenant shall comply with all provisions of this Lease notwithstanding any such failure or interruption. Notwithstanding the foregoing, if utilities are interrupted due to Landlord negligence for more than twenty-four (24) hours after Landlord has notice of same and the Premises are forced to be closed by such interruption, then Rent shall abate from the twenty-fifth (25th) hour until utilities are restored.

12.4 **Marquee and Parking Lot Flood Lights.** In the event that the marquee lights, if any, in front of the Premises and any of the parking lot floodlights are connected to Tenant's electric meter, Tenant shall pay for the electricity consumed in operating same.

ARTICLE 13. Indemnity, Insurance, and Waiver of Liability.

13.1 **No Landlord Liability.** Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors for injury to person or damage to or loss of property on or about the Premises or the Common Area caused by the negligence or misconduct of Tenant, its officers, partners, employees, agents, subtenants, licensees, concessionaires, visitors or any other person entering the Shopping Center, or arising out of the use of the Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder, or resulting from any other cause except Landlord's sole negligence, and Tenant shall indemnify and defend Landlord and Landlord's agents and employees from all loss, expense, claims or actions arising out of such damage or injury (including any court costs and attorneys' fees). The provisions of this section shall survive the termination of this Lease with respect to any claims or liability occurring prior to such termination.

13.2 **Tenant Insurance Requirements.** Tenant shall procure and maintain throughout the Term, at its sole expense, (a) Comprehensive General Liability Insurance (with contractual liability endorsement) insuring Landlord and Tenant against all claims arising out of Tenant's use or occupancy of the Premises or the condition of the Premises, in an amount not less than \$1,000,000 in respect of injuries to, or death of, any one person, and in an amount not less than \$2,000,000 in respect of any one occurrence or disaster, and in an amount not less than \$500,000 in respect of property damaged or destroyed, (b) fire and extended coverage insurance covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed in the Premises, (c) business interruption insurance, insuring loss of profits in the event of an insured peril damaging the Premises, (d) insurance covering glass breakage in the Premises, and (e) Worker's Compensation insurance in accordance with applicable state law. All policies of insurance shall name Landlord as an additional insured; be issued by an insurance company acceptable to Landlord; provide that they shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord; be delivered to Landlord upon commencement of the Term and upon each renewal of coverage; and provide primary coverage to Landlord when any policy issued to Landlord is similar or duplicate in coverage (Landlord's policy shall be excess over Tenant's policies). Should the Tenant's operation include the serving of alcoholic beverages, liquor liability coverage will also be required in such coverages and amounts as Landlord may require.

13.3 **No Increased Risks.** Tenant will not permit the Premises to be used in any manner that would void the insurance thereon or on the Shopping Center; increase the insurance risk; or cause the disallowance of any sprinkler credits. Tenant shall pay any increased insurance costs caused by Tenant's use of the premises or because Tenant vacates the premises.

13.4 **Tenant's Share of Property Insurance,** Tenant shall pay a portion of the cost of property (including loss of rents) insurance carried by Landlord with respect to the Shopping Center, concurrently with each payment of Minimum Rental. Tenant's portion of such cost shall be determined by multiplying such cost by a fraction, the numerator of which is the number of leasable square feet in the Premises and the denominator of which is the aggregate number of leasable square feet in the Shopping Center. The initial monthly Insurance Payment is based upon the estimated cost of insurance on the Shopping Center for the year in question, and the monthly insurance payment is

than Tenant's actual portion of the insurance on the Shopping Center, Tenant shall pay to Landlord upon demand the difference; if the total insurance payments exceed Tenant's actual portion of the insurance on the Shopping Center, Landlord shall either retain such excess and credit it to future Tenant's insurance payments or return it to Tenant.

13.5 **Mutual Release.** Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, including any other tenants or occupants of the Shopping Center.

ARTICLE 14. Non-Liability for Certain Damages. Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person for any injury to person or damage to property caused by the Premises or other portions of the Shopping Center becoming out of repair or damaged or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises, nor shall Landlord be liable to Tenant or any other person for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons or entities whomsoever, excepting only duly authorized employees and agents of Landlord.

ARTICLE 15. Damage by Casualty.

15.1 **Notice.** Tenant shall give immediate written notice to Landlord of any damage to the Premises by fire or other casualty.

15.2 **Landlord's Termination Right.** If the Premises or the building in which the Premises are located shall be (a) destroyed or substantially damaged by a casualty not covered by Landlord's insurance; (b) destroyed or rendered untenable to an extent in excess of fifty percent (50%) of the floor area of the Premises by a casualty covered by Landlord's insurance; or (c) damaged to such extent that the remaining Term is not sufficient to amortize the cost of reconstruction, then Landlord may elect to either terminate this Lease or to rebuild and repair the Premises. If the Premises are so damaged or destroyed and Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises. Should Landlord elect to terminate this Lease it shall give written notice of such election to Tenant within ninety (90) days after the occurrence of such casualty. In the event of any damage or destruction to the Premises, Tenant shall, upon notice from Landlord, remove, at Tenant's expense, such portion or all of Tenant's shelves, bins, equipment, trade fixtures and other property from such portion of the Premises as Landlord shall request.

15.3 **Landlord's Obligation to Rebuild.** Landlord's obligation to rebuild and repair under this Article 15 shall be limited to restoring Landlord's Work to substantially the condition in which the same existed prior to the casualty, to the extent of the insurance proceeds available to Landlord for such restoration. Promptly after completion of such work by Landlord, Tenant will proceed with

15.4 **Continued Operations.** During any repair of the Premises, Tenant will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, Minimum Rental shall be reduced to such extent as may be fair and reasonable under the circumstances (given Tenant's ability to operate from the Premises), and there shall be no abatement of the Percentage Rental (although the Breakpoint shall be equitably adjusted) and other charges provided for herein.

15.5 **Mortgagee Requirements.** If the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord may terminate this Lease by delivering written notice of termination to Tenant.

15.6 **Tenant's Termination Right.** If the Premises is materially damaged or destroyed and not repaired within one hundred (180) days thereafter then Tenant may terminate this Lease by providing written notice to Landlord. The effective date of such termination shall be the sixtieth (60th) day after notice unless the Premises are repaired and restored within such period in which event Tenant's notice shall be void and of no further force or effect.

ARTICLE 16. Eminent Domain.

16.1 **Landlord's Rights.** If more than twenty percent (20%) of the floor area of the Premises should be taken by eminent domain or by purchase in lieu thereof, Landlord shall have the right to replace and/or relocate the Premises (in accordance with the provisions of Section 26.17) so as to deliver to Tenant the same or a greater amount of leasable square feet. In the event Landlord elects to not replace or relocate the Premises, this Lease shall terminate effective on the date physical possession is taken by the condemning authority.

16.2 **Rental Adjustment and Landlord's Restoration.** If less than twenty percent (20%) of the floor area of the Premises should be so taken this Lease shall not terminate; however, Minimum Rental shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority and Percentage Rental shall be adjusted to reflect such change in the Minimum Rental. Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work necessary to make the Premises an architectural whole.

16.3 **Common Area Taking.** If any part of the Common Area shall be taken, this Lease shall not terminate, nor shall the rental payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy percent (70%) of the area of the Common Area immediately prior to the taking. Any election to terminate this Lease in accordance with this provision shall be exercised by written notice delivered within thirty (30) days after the date physical possession is taken by the condemning authority.

16.4 **Taking Awards.** All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Common Area shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; however, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property to the extent such award does not diminish Landlord's award. Tenant shall not be entitled to any award for the value of the unexpired term of this Lease.

ARTICLE 17. Assignment and Subletting.

17.1 **Landlord Consent Required.** Tenant shall not (a) assign, encumber, mortgage, or in any other manner transfer this Lease or any estate or interest therein; (b) sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises; (c) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of ownership interests in Tenant so as to result in a change in the control of Tenant; or (d) permit any other person to become Tenant by merger, consolidation, or otherwise (each a **Transfer**) without the prior written consent of Landlord which shall not be unreasonably denied. All consideration paid in respect of a Transfer shall be paid to Landlord as received by Tenant. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfer. Notwithstanding any Transfer, Tenant and any guarantor of Tenant's obligations under this Lease shall remain fully and jointly and severally liable under this Lease. Upon any Transfer made in accordance with the terms hereof, any renewal options, expansion options, rights of first refusal and/or exclusive use provisions shall terminate.

17.2 **Tenant's Notice.** Tenant shall give Landlord at least sixty (60) days advance written notice of any proposed Transfer, accompanied by a copy of the proposed Transfer documents and a fee equal to one month's Minimum Rental to defray Landlord's costs in reviewing Tenant's request, including such additional information, including financial information, as Landlord may request regarding such transferee. Landlord may terminate this Lease effective as of the proposed effective date of the Transfer by giving Tenant written notice thereof within thirty (30) days after receipt of Tenant's notice, but should Landlord elect not to so terminate this Lease, Landlord shall still have the right to disapprove of the Transfer.

ARTICLE 18. Property Taxes.

18.1 **Tenant's Personal Property Taxes.** Tenant shall pay all taxes levied against personal property and trade fixtures placed in the Premises. If any such taxes are levied against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of Tenant's personal property and trade fixtures and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable.

18.2 **Tenant's Portion of Taxes.** Tenant shall pay a portion of all taxes, assessments and governmental charges of any kind and nature whatsoever now or subsequently levied or assessed against the Shopping Center, upon the privilege of renting the Premises, or upon the amount of rent collected therefor (the **Taxes**); unless the Premises are a separate parcel for real estate tax purposes,

determined by multiplying the Taxes by a fraction, the numerator of which is the number of leasable square feet in the Premises and the denominator of which is the aggregate number of leasable square feet in the Shopping Center. Tenant shall pay its portion of Taxes in monthly installments concurrently with each payment of Minimum Rental. The initial monthly tax payment is based upon the estimated Taxes for the year in question, and the monthly tax payment is subject to increase or decrease as determined by Landlord to reflect an accurate estimate of Tenant's portion of the Taxes. Tax payments shall be reconciled annually, and if Tenant's total tax payments are less than Tenant's actual portion of the Taxes, Tenant shall pay to Landlord upon demand the difference; if the total tax payments exceed Tenant's actual portion of the Taxes, Landlord shall retain such excess and credit it to future tax payments or return it to Tenant.

18.3 **Additional Fees.** Landlord may employ professionals to attempt to assure a fair Tax burden on the Shopping Center, and the cost thereof, as well as any fees, expenses and costs incurred in contesting any assessments, levies or the tax rate applicable to the Shopping Center, shall be Operating Costs, provided a reduction in Taxes (or in the increase in Taxes which would otherwise have been incurred) is achieved.

ARTICLE 19. Default by Tenant and Remedies.

19.1 **Events of Default.** The following shall be **Events of Default** by Tenant:

(a) The failure to pay rent or any other amount payable hereunder within five (5) days after receiving notice thereof from Landlord; provided that after Landlord has given one (1) such notice in any twelve (12) month period, it shall not be required to give further notice under this Section, and any subsequent failure to pay during the Term shall be an Event of Default.

(b) The failure to comply with any other provision of this Lease that is not cured within fifteen (15) days after written notice thereof to Tenant; provided, however, if the matter in question is not reasonably susceptible of being cured within fifteen (15) days, then it shall not be an Event of Default hereunder if Tenant commences to cure such matter within such fifteen (15) day period and thereafter diligently and with continuity prosecutes such cure to completion in a period not to exceed ninety (90) days after the giving of such notice.

(c) The bankruptcy or insolvency of Tenant or any guarantor of this Lease.

(d) The vacating of any portion of the Premises.

(e) Closure of Tenant's business for any reason (other than because of casualty loss or condemnation)

(f) Failure to comply with any other contract or agreement between Landlord and Tenant.

(g) Failure to operate during all of the days and hours required hereunder.

19.2 **Landlord Remedies.** Upon the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies without further notice or demand:

- (a) Terminate this Lease and recover damages therefor.
- (b) Terminate Tenant's right to possess the Premises by re-entering the Premises by force, summary proceedings, ejection or otherwise, without terminating this Lease and recover damages. In such event, Landlord may alter or change locks and other security devices at the Premises. Landlord shall have no obligation to furnish a new key unless and until Tenant cures all existing Events of Default and delivers to Landlord additional security, as determined by Landlord, for performance of Tenant's obligations.
- (c) Perform any of Tenant's obligations under this Lease, and Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in doing so.
- (d) Exercise any other remedy provided in this Lease.

19.3 **Remedies Non-Exclusive.** Exercise by Landlord of any one or more remedies hereunder or otherwise available shall not be an acceptance of surrender of the Premises. If Landlord terminates this Lease or Tenant's right to possess the Premises, Tenant shall immediately deliver possession of the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other right, take possession of the Premises and remove Tenant and any other occupants. Tenant shall have no (and hereby waives) claim for damages by reason of any entry, repossession or alteration of locks or other security devices.

19.4 **Termination of the Lease.** If Landlord terminates this Lease, regardless of whether Landlord terminates Tenant's right to possess the Premises, Tenant shall be liable for all rental and other amounts payable accrued to the date of termination, plus, as damages, an amount equal to excess of (a) the total rent (including Minimum Rental, Percentage Rental, computed as stated below, the Marketing Payment, and Tenant's Share of Operating Costs, trash removal, insurance, and Taxes) over (b) the fair market rental value of the Premises (taking into account a reasonable estimate of the time it will take to relet the Premises) for the remaining Term. The periodic Percentage Rental for which Tenant shall be liable after termination of Tenant's right to possession or termination of this Lease shall be determined by averaging the amount Tenant was obligated to pay as Percentage Rental during the twenty-four (24) month period before such termination (or, if shorter, the period from the Commencement Date to termination).

19.5 **Termination of Possession.** If Landlord terminates Tenant's right of possession without terminating the Lease under Section 19.2(b), Tenant shall remain liable for all rent and other amounts payable to Landlord pursuant to this Lease (Percentage Rental shall be calculated as provided in Section 19.4) diminished by any net sums thereafter received by Landlord through reletting the Premises (after deducting expenses incurred by Landlord as provided in Section 19.6). Tenant shall not be entitled to any excess obtained by reletting over the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Section 19.5 may be brought from time to time, on one or more occasions. If Landlord terminates Tenant's right of

19.6 **Tenant's Liability.** In case of an Event of Default, Tenant shall also be liable for any broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the cost of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to new tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights including reasonable attorneys' fees.

19.7 **Landlord's Right to Relet.** Following termination of Tenant's right of possession under Section 19.2(b), Landlord may relet the Premises or any part thereof for such rent and upon such terms as it shall determine. If Landlord elects to relet the Premises, it shall use the same efforts it then uses to lease other space, but shall not be required to give any preference to the leasing of the Premises over any other space that Landlord may have available.

19.8 **Tenant's Property.** If Landlord takes possession of the Premises following an Event of Default, Landlord may keep in place and use all of the furniture, fixtures and equipment at the Premises. Landlord may also remove from the Premises (without legal process) any such furniture, fixtures, equipment and other property and place same in storage at Tenant's expense. Landlord may relinquish possession of any furniture, fixtures, equipment and other property to any person claiming to be entitled to possession thereof pursuant to an agreement with Tenant without inquiring into the authenticity of such agreement.

19.9 **Late Charge and Interest.** If Tenant should fail to timely pay any installment of rent or other sum to be paid hereunder, Tenant will pay Landlord on demand a late charge equal to five percent (5%) of the past due amount the first time in any calendar year such payment is late and ten percent (10%) for the second or later time such payment is late. Further, if Tenant fails to timely pay any rent or other amount due hereunder, then the amount in question shall bear interest at the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum from the date due until paid.

19.10 **Non-Exclusive Remedies.** The rights and remedies of Landlord herein stated shall be in addition to any and all other rights and remedies which Landlord has or may hereafter have at law or in equity.

19.11 **Landlord Default.** In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have thirty (30) days (or such longer period as may be required in the exercise of due diligence) in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. In any such event, Tenant's remedies shall be limited to those damages actually incurred by Tenant directly on account thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions. The term Landlord shall mean only the owner, from time to time, of the Shopping Center, and in the event of the transfer by an owner of its interest in the Shopping Center, such owner shall be released from all obligations of the Landlord thereafter accruing, but such obligations shall be binding upon each new owner for the duration of such owner's ownership. Notwithstanding any other provisions hereof, in

Shopping Center, and in no event shall any deficiency judgment or any money judgment of any kind be sought or obtained against Landlord.

ARTICLE 20. Mechanics' Liens. Tenant shall not permit any lien or encumbrance of any kind to be placed against the Premises and shall discharge any such lien by payment or bonding within ten (10) days after filed, failing which Landlord may discharge or bond such lien at Tenant's expense.

ARTICLE 21. Holding Over. If Tenant remains in possession of the Premises after the end of the Term, it shall be a tenant at will occupying the Premises and the Tenant's continued occupancy shall in no way be construed as an extension of the Term and during any such holdover period Tenant shall vacate the Premises upon Landlord's delivery of thirty (30) days notice to do so. During such holdover period, Tenant shall pay a rental in an amount equal to one hundred fifty percent (150%) of the Rent herein immediately preceding the expiration of the Term if the Term of this Lease is less than fifteen (15) years and a rental in an amount equal to three times the Rent herein immediately preceding the expiration of the Term in the event the Term of this Lease exceeds fifteen (15) years. Tenant shall otherwise be subject to all the conditions, provisions and obligations of this Lease and shall also be liable for all damages resulting from retention of possession by Tenant.

ARTICLE 22. Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created upon the Premises or the Shopping Center, and to any renewals and extensions thereof, but Tenant agrees that any mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease, and Tenant shall attorn to any mortgagee upon request therefor. Tenant shall execute such further instruments subordinating this Lease as Landlord may request, and as Landlord may request, and as Landlord's lender may reasonably require.

ARTICLE 23. Exculpation. Except with respect to any damages resulting from the gross negligence of Landlord, its agents or employees, Landlord shall not be liable to Tenant, its agents, employees or customers for any damages, losses, compensation, accidents, or claims whatsoever. The foregoing notwithstanding, it is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against Landlord personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of Landlord, and that all personal liability of Landlord, to the extent permitted by law, of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises and the Shopping Center for the payment thereof.

ARTICLE 24. Notices. Any notice or communication required by this Lease must be in writing. Notices and other communications shall be given by overnight courier (send to Westown Shopping Center, 4270 Morse Road, Columbus, Ohio 43230) or by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be given at the addresses herein set forth or such other address as Landlord or Tenant may specify in writing. All notices to Tenant may

ARTICLE 25. Tenant's Restriction. If Tenant or any business controlling, controlled by, or under common control with Tenant (an Affiliate) shall, directly or indirectly own, operate or become financially engaged in any business similar to or in competition with the business for which the Premises are leased hereunder within a radius of three (3) miles measured from the outside boundary of the Shopping Center (the Restricted Area), then all revenues derived from such competing business shall be included in Tenant's Gross Sales for the purposes of determining Percentage Rental under this Lease without adjustment in the Breakpoint. Upon request, Tenant shall provide Landlord with complete information concerning all revenues and sales made from any competing business located within the Restricted Area in the same manner as provided herein for determining Percentage Rental and Landlord shall be entitled to all rights, remedies and recourses provided for in this Lease in enforcing the provisions of this Section. This Section should not apply to any competing business within the Restricted Area that is being operated by Tenant on the date this Lease is executed.

ARTICLE 26. Miscellaneous.

26.1 **Relationship of the Parties.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between parties; the parties' sole relationship is that of landlord and tenant. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The use of the term including herein shall be construed as meaning including but not limited to.

26.2 **Waiver.** One or more waivers of any provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same provision. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

26.3 **Time of the Essence.** Time is of the essence with respect to all provisions of this Lease, except that whenever a period of time is herein prescribed for action to be taken (other than with respect to the payment of any sum of money), Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, weather, war, governmental laws, regulations or restrictions or any other causes that are beyond the reasonable control of Landlord or Tenant, as applicable.

26.4 **Limitation to Tenant Default Remedies.** At any time when there is outstanding a mortgage, deed of trust or similar security instrument encumbering Landlord's interest in the Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

26.5 **Quiet Enjoyment.** Provided Tenant performs all of its obligations hereunder, Tenant shall, subject to the terms of this Lease, enjoy the Premises in peace and quiet.

26.6 **Entire Agreement.** This Lease contains the entire agreement between the parties, and no agreement shall be effective to supplement, change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement is sought.

26.7 **Brokers.** Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease and agrees to defend and indemnify Landlord from and against any claims by any other broker, agent or other person claiming compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

26.8 **Estoppel.** Tenant agrees to furnish from time to time, within ten (10) days after request by Landlord, an estoppel certificate signed by Tenant addressed to such party as Landlord requests, confirming and containing such factual certifications and representations as may be reasonably requested. In the event Tenant fails to deliver such estoppel certificate within said ten (10) day period, Tenant hereby agrees that such failure shall constitute a confirmation that all terms contained in the proffered certificate are true. In the event Tenant fails to deliver such estoppel certificate after a second notice, stating in bold type that failure to timely deliver will be a default under this Lease, and ten (10) days opportunity to cure, then such failure shall constitute a default hereunder.

26.9 **Governing Law.** The laws of the State and county in which the Premises are situated shall govern this Lease. If any provision of this Lease is held to be unenforceable, the enforceability of the remaining provisions of this Lease shall not be affected thereby, and in lieu of any provision that is unenforceable, there will be added as a part of this Lease a provision as similar in terms as may be possible and be enforceable.

26.10 **Successors in Interest.** Subject to Article 17, this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives. If Tenant is comprised of more than one person and/or entity, all such persons and/or entities shall be jointly and severally liable for all of Tenant's obligations under this Lease.

26.11 **Name Change.** Landlord reserves the right at any time to change the name by which the Shopping Center is designated.

26.12 **Authority to Lease.** The person executing this Lease on behalf of Tenant represents and warrants that such execution has been duly authorized by all requisite action and this Lease is binding upon and enforceable against Tenant in accordance with its terms.

26.13 **No Lease Until Full Execution.** This Lease shall be effective only when it is signed by both the Landlord and Tenant. The Tenant's submission of a signed Lease for review by the Landlord does not give the Tenant any interest, right, or option in the Premises.

26.14 **No Warranties.** To the maximum extent permitted by law, Tenant hereby waives the benefit of all warranties, express or implied, with respect to the Premises including, without

26.15 **Financial Statements.** Upon request from time to time by Landlord, Tenant shall provide to Landlord a copy of its most recent annual financial statements (balance sheet and income statement) certified by an officer of Tenant as being true and correct.

26.16 **Prevailing Party's Attorney's Fees.** If either party retains an attorney to enforce this Lease, the prevailing party in any action brought thereon is entitled to recover reasonable attorneys' fees.

26.17 **Landlord's Right to Relocate.** At any time after execution hereof, Landlord may require that Tenant relocate the Premises to other space within the Shopping Center. Landlord shall notify Tenant thereof specifying in such notice the substitute premises Landlord proposes. The substitute premises shall not be more than five percent (5%) larger or smaller than the area of the Premises and shall have equal or greater frontage, visibility and convenient access and parking. Within sixty (60) days after receipt of such notice, Landlord and Tenant shall meet and if such revised location is acceptable to Tenant, then Landlord shall relocate Tenant to new premises as provided below. If Tenant objects to the proposed Premises and Tenant and Landlord are unable to mutually agree on satisfactory new premises within such sixty (60) day period, then Tenant may terminate this Lease by notifying Landlord in writing within ten (10) days after expiration of such sixty (60) day period, whereupon this Lease shall terminate and Tenant shall vacate the Premises within a further period of fifteen (15) days; provided, however that Landlord may void such election if within fifteen (15) days after receipt of Tenant's notice to terminate this Lease Landlord notifies Tenant that Landlord has rescinded its election to relocate Tenant. In such event, this Lease shall continue in full force and effect as if Landlord had not given such notice of its intention to relocate Tenant. If Tenant does not exercise such termination right, then Landlord shall be free to relocate Tenant to new premises described in Landlord's notice (or as otherwise agreed) as provided below. Landlord, at its expense, shall improve the new premises in accordance with the provisions of Exhibit C and Exhibit D hereto, performing both the Landlord's Work and Tenant's Work and shall pay all costs of moving Tenant to the new premises. At such time as Landlord has completed work in the new premises it shall notify Tenant thereof and Tenant shall move from the existing Premises to the new premises within thirty (30) days thereafter, provided that in no event shall Tenant be required to relocate between November 15 and January 15 or during the two weekends immediately preceding Easter during any year. Landlord and Tenant shall execute an amendment to this Lease substituting the new premises for the Premises hereunder, but otherwise continuing this Lease in full force and effect. Landlord shall pay all costs and expenses reasonably incurred by Tenant in connection with such relocation, including moving costs, printing costs, and similar items, provided Landlord has approved the expenditure in question prior to its having been made.

ARTICLE 27. Landlord's Lien. To secure performance of Tenant's obligations hereunder, Tenant grants to Landlord a security interest in all goods, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, general intangibles, and other personal property of Tenant situated on the Premises and in the proceeds thereof. Such property shall not be removed from the Premises until all of Tenant's obligations hereunder have been performed and Landlord acknowledges such performance by notice to Tenant. If an Event of Default occurs, Landlord shall have, in addition to all other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code. The statutory lien for rent is not hereby waived. Tenant shall execute

filed as a financing statement or Landlord may, on Tenant's behalf and as its agent, execute and file a financing statement to perfect the security interest.

ARTICLE 28. Hazardous Waste. The term **Hazardous Substances**, shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is restricted, regulated, prohibited or penalized by any **Environmental Law**, which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. The Premises are in compliance with all applicable Environmental Laws as of the day before the Delivery Date; Landlord shall remedy any condition existing as of the date hereof which now or in the future violates any applicable Environmental Law; Tenant shall be responsible for remedying any condition created on or after the Delivery Date. Tenant agrees that (a) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the **Permitted Activities**), provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; (b) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the **Permitted Materials**) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; (c) Tenant will not install any underground tanks of any type; (d) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (e) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. If, at any time during or after the Term, the Premises are found to be so contaminated or subject to said conditions, Tenant shall indemnify, defend, and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification shall survive the termination or expiration of this Lease.

Schedule of Exhibits:

Exhibit A	-	Premises Description
Exhibit B	-	Shopping Center Description
Exhibit C	-	Description of Landlord's Work
Exhibit D	-	Tenant's Work
Exhibit E	-	Sign Criteria
Exhibit F	-	Surrender
Exhibit G	-	Renewal Term
Exhibit H	-	Rules and Regulations

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSES, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF, OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESSED OR IMPLIED.

EXECUTED BY LANDLORD, this 20 day of September, 2006.

Witnessed:

Cy Boudreau

Town Centers Ltd.
By Mansfield Square Management Corp.
Its General Partner

Kenneth B. Gold
By: _____
Title: Secretary / Treasurer

EXECUTED BY TENANT, this 22nd day of SEPTEMBER, 2006.

Witnessed:

Sammy Kell

Jane L. Fink

Large Apparel of Ohio, Inc.

By: Michael A. Abate

Title: **MICHAEL A. ABATE**
VICE PRESIDENT/TREASURER


Acknowledgements

STATE OF OHIO

: SS

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 28 day of September, 2006 by Kenneth B. Gold, Secretary / Treasurer, of Town Centers Ltd, Mansfield Square Management Corp, Its General Partner, and who being by me duly sworn, did depose and say that he/ she signed his/ her name hereto as his/ her free and voluntary act.

 Chandra Y. Boonoo
Notary Public
Commission Expires: _____
CHANDRA Y. BOONOO
Notary Public, State of Ohio
My Commission Expires 12-23-06

STATE OF New Jersey

: SS

COUNTY OF Hudson

The foregoing instrument was acknowledged before me this 22nd day of September, 2006 by MICHAEL A. ABATE, VICE PRESIDENT/TREASURER, of Large Apparel of Ohio, Inc. a(n) AUTHORIZED OFFICER, on behalf of such CORPORATION, and who being by me duly sworn, did depose and say that he/ she signed his/ her name hereto as his/ her free and voluntary act.

Susan D. Stead
Notary Public

My Commission Expires: 11-22-10

Susan D. Stead
State of New Jersey
My Commission Expires 11 / 22 / 10
My I.D. Number is 2337372

UNCONDITIONAL GUARANTY OF PAYMENT AND PERFORMANCE

FOR VALUE RECEIVED and for the purpose of inducing Town Centers, Ltd. having an office at 4270 Morse Road, Columbus, Ohio 43230 ("Landlord"), to enter into a lease (the "Lease Agreement") for space at Westown Shopping Center with Large Apparel of Ohio, Inc. ("Tenant") and from which the undersigned expects to derive direct monetary benefit, the undersigned, Urban Brands, Inc. ("Guarantor") agrees for the benefit of Landlord as follows:

- 1) Guarantor unconditionally and absolutely guarantees to Landlord the full and prompt payment of any and all rentals, taxes, insurance costs, maintenance costs, operating costs, late fees, interest, damages, losses, costs, charges, expenses and liabilities, whether fixed or contingent and the complete, faithful and punctual performance of any and all other obligations (collectively the "Obligations") of Tenant to Landlord under the terms and conditions of the Lease and any and all renewals, amendments, modifications, reductions and extensions thereof and substitutions therefor (collectively, the "Lease").
- 2) Guarantor agrees that if any of the Obligations shall not be paid or performed by Tenant in accordance with the terms and conditions of the Lease, Guarantor shall immediately so pay and/or perform such Obligations and the same shall become the direct and primary indebtedness and obligation of Guarantor. Guarantor shall be liable for the payment and the performance of the Obligations as fully and to the same effect as if Guarantor was the original Tenant under the Lease.
- 3) The liability of Guarantor hereunder is independent of the Obligations of Tenant and a separate action or actions may be brought and prosecuted against Guarantor, regardless of whether any action is brought against Tenant or whether Tenant be joined in any such action or actions. There shall be no duty or obligation of Landlord to exhaust any remedy in law or in equity against Tenant or any security before bringing suit or instituting proceedings of any kind against Guarantor.
- 4) The liability of Guarantor hereunder is joint and several with all others guaranteeing payment and performance of the Obligations (the "Other Guarantors") and Guarantor may be sued, without first, contemporaneously or subsequently, suing any or all of the Other Guarantors. Further, Landlord may compromise with any or all of the Other Guarantors for less than all of the liability of Guarantor hereunder and release any or all of the Other Guarantors from all further liability, without impairing the right of Landlord to enforce the liability hereunder of the Guarantor.
- 5) Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the liability of Guarantor hereunder or the immediate effectiveness of this Guaranty.
- 6) The liability of Guarantor hereunder shall continue until full payment and full performance of the Obligations, it being the intention hereof that Guarantor shall remain liable for the payment and performance of the Obligations notwithstanding any act

liability of Guarantor hereunder shall not be affected or impaired on account of the following events:

- (a) any execution of any guaranty by any of the Other Guarantors, whether now or hereafter, or any invalidity or unenforceability of any such guaranty;
 - (b) any impairment, modification, release, discharge or limitation of liability of Tenant or any of the Other Guarantors, or any stay of lien enforcement proceedings against any of the same or their respective property, resulting from any receivership, insolvency, bankruptcy, dissolution, merger, reorganization or other similar proceeding, under any present or future provision of the United States Bankruptcy Code or any other similar federal or state law or under the decision of any court;
 - (c) any voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of Tenant;
 - (d) any determination that Tenant is not liable for the payment or the performance of the Obligations because the act creating the Obligations is ultra vires, because the officers or persons creating or Obligations acted in excess of their authority, because of any exculpatory provision in the Lease, because of any irregularity, invalidity or unenforceability, in whole or in part, of the Lease, or otherwise; or
 - (e) any failure of Landlord to accelerate the maturity of the Obligations upon default thereon, to preserve the liability of any person for payment or performance of the Obligations, to take security therefor, to perfect its interest in any security taken or to exercise or enforce, by legal proceedings or otherwise, its rights against Tenant, any other person or any security taken; whether or not Guarantor shall have any notice or knowledge of any of the foregoing. Further, no delay in exercising any right, power or privilege under this Guaranty or the Lease shall operate as a waiver of such right, power or privilege.
- 7) Guarantor authorizes Landlord to deal in any manner with the Lease and the Obligations and with the security of every kind and character given to secure the payment and performance thereof, and consents to each action or omission of Landlord pursuant to such authority. Without limiting the generality of the foregoing, Guarantor authorizes Landlord, from time to time and whether one or more times, to amend, modify or supplement the Lease; accept one or more replacement leases; extend the time of payment of any rent due; waive or compromise any term or condition contained in the Lease or any right, remedy or power thereunder, including without limitation any right with respect to requiring additional security; accept additional or replacement security; or release or surrender security.
- 8) The liability of Guarantor hereunder and the rights of Landlord hereunder shall be reinstated and revived with respect to any amount at any time paid against the Obligations that thereafter is required to be restored or returned by Landlord as a result of insolvency, bankruptcy, reorganization or other similar proceedings affecting Tenant,

9) Guarantor waives:

- (a) notice of acceptance of this Guaranty by Landlord of presentment for payment, nonpayment or dishonor or protest of any of the Obligations, or any person or entity held by Landlord as security for the Obligations;
- (b) any and all defenses, offsets and counterclaims of Tenant to liability under the Lease whether now existing or hereafter arising;
- (c) any duty on the part of Landlord to disclose to Guarantor any fact or facts it may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and remaining informed of the financial condition of Tenant and of all circumstances bearing on the risk of nonpayment or nonperformance of the Obligations; and
- (d) any and all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security or any other claim, including without limitation, any claim, as that term is defined in the United States Bankruptcy Code and any amendments, which Guarantor may now have or acquire against Tenant, against any other entity directly or contingently liable for the payment or performance of the Obligations or against the security for the Obligations, arising from the existence, payment or performance of the Obligations under this Guaranty; provided this waiver shall expire and be of no further force or effect upon payment in full of the Lease Obligations by any party.

10) Guarantor agrees to pay to Landlord all reasonable, actual damages, losses, costs, charges, expenses and liabilities of every kind, nature and description suffered or incurred by Landlord, including without limitation attorneys' fees, arising in any manner out of, growing out of or connected in any way with the enforcement of the Lease or the enforcement of this Guaranty.

11) Guarantor warrants and represents to Landlord that all financial statements heretofore delivered by Guarantor to Landlord are true and correct and that there have been no material adverse changes as of the date hereof. Guarantor shall deliver to Landlord then current balance sheets, income and expense statements and such other financial information as Landlord may reasonably require, within thirty (30) days after request therefor by Landlord. All financial statements shall be prepared in accordance with generally accepted accounting principles or otherwise in form reasonably acceptable to Landlord.

12) Any notice required or permitted to be given hereunder shall be in writing. If mailed by

purposes of notice, the addresses of Guarantor and Landlord shall be as set forth below; provided however, that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' written notice to the other party.

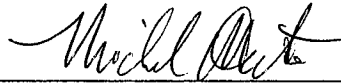
If to Guarantor: Urban Brands, Inc.
 Attn: Brenda Buchanan
 100 Metro Way
 Secaucus, NJ 07094

If to Landlord: 4270 Morse Road
 Columbus, Ohio 43230

- 13) Whenever any amount is payable to Landlord hereunder, Landlord shall have the right to set off such amount against amounts owing to Guarantor by Landlord, whether or not then due and payable, all without notice to or demand on Guarantor, such notice and demand being waived.
- 14) All rights and remedies of Landlord are cumulative and not alternative. If any provision or any part of any provision contained in this Guaranty shall for any reason be held or deemed to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remaining part of the affected provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, and the remaining provisions of this Guaranty shall remain in full force and effect.
- 15) Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord or its successors and assigns, and shall be binding upon and enforceable against Guarantor and Guarantor's legal representatives, heirs, successors and assigns. This Guaranty may be assigned by Landlord in whole or in part.
- 16) This Guaranty is delivered in the State of Ohio and is to be governed by and construed in accordance with the laws of the State of Ohio. Guarantor consents to, and by execution of this Guaranty submits to, the personal jurisdiction of the Court of Common Pleas of Franklin County, Ohio and the United States District Court sitting in Columbus, Ohio for the purposes of any judicial proceedings which are instituted for the enforcement of this Guaranty. Guarantor agrees that venue is proper in either of said courts.
- 17) This is the entire agreement and there are no other oral or written agreements or understandings affecting the terms hereof. This Guaranty may be modified only by subsequent written agreement executed by Guarantor and Landlord.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the 22nd day of SEPTEMBER, 2006.

Urban Brands, Inc.



By: MICHAEL A. ABATE
Its: VICE PRESIDENT/TREASURER

STATE OF NEW JERSEY
: SS
COUNTY OF HUDSON

The foregoing instrument was acknowledged before me this 22nd day of SEPTEMBER, 2006 by MICHAEL A. ABATE, VICE PRESIDENT/TREASURER of Urban Brands, Inc. a(n) AUTHORIZED OFFICER, on behalf of such CORPORATION, and who being by me duly sworn, did depose and say that he/ she signed his/ her name hereto as his/ her free and voluntary act.


Notary Public

My Commission Expires: 11-22-10

Susan D. Stead
State of New Jersey
My Commission Expires 11 / 22 / 10
My I.D. Number is 2337372

PREMISES DESCRIPTION

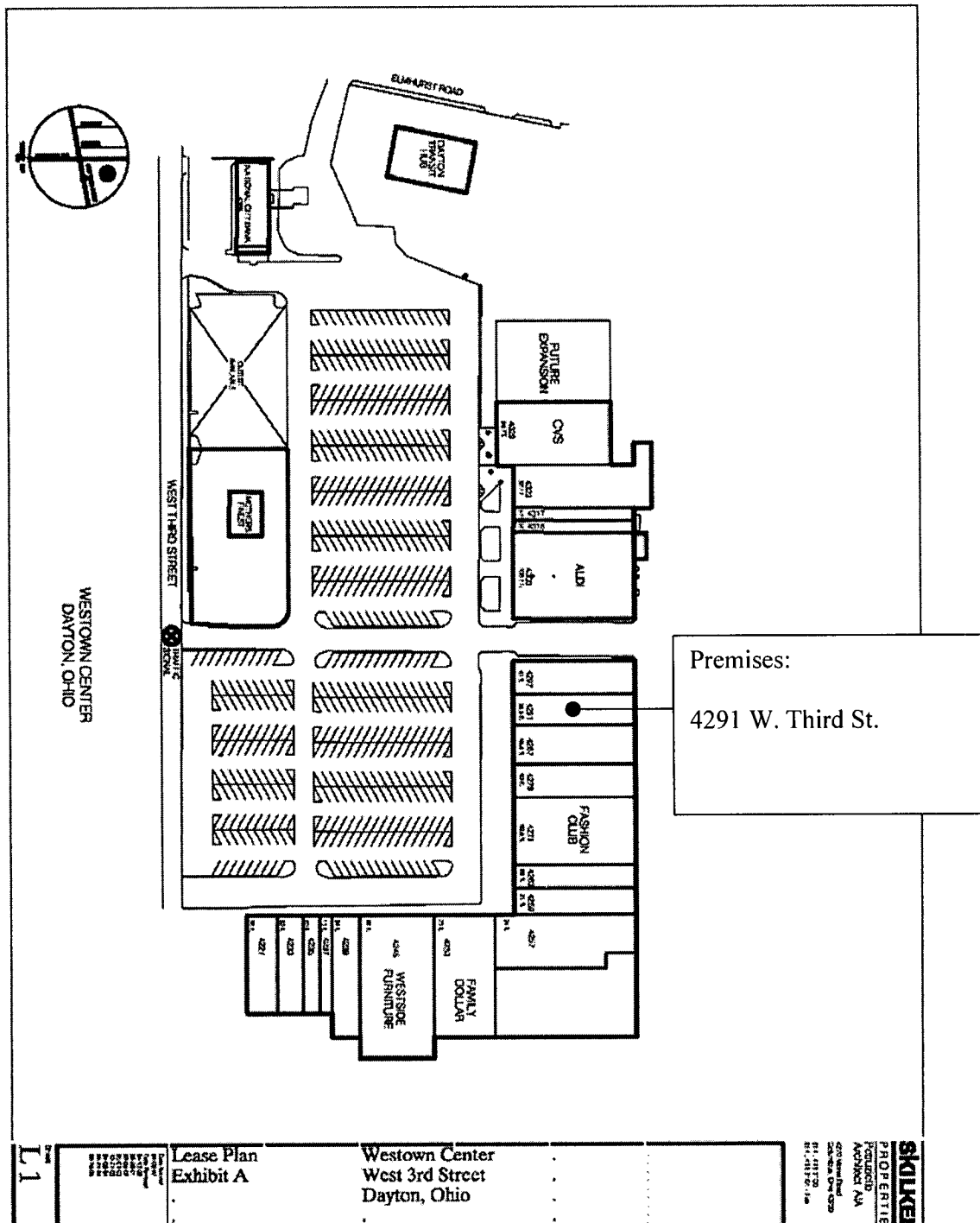


EXHIBIT B

SHOPPING CENTER DESCRIPTION

Located in the City of Dayton, County of Montgomery, State of Ohio and being Lot numbers 61916, 61917, 61918, 64383, 64385, 64389 and part of Lots 64387, 64388, 62646, 62647 all of the revised and consecutive numbers of Lots on the said plat of said City of Dayton, Ohio, including all interest of adjacent lots in the vacated portion of Lee Drive, and being a track of land described as follows:

Beginning on the east line of Elmhurst Road at the northwest corner of said Lot 61918; thence east with the north line of said Lot 61918 for one hundred and thirty and 00/100 (130.00) feet to the northeast corner of said Lot 61918; thence with the west line of said Lot 64384, north one degree nine minutes thirty seconds (1 deg. 09 30) west for two hundred ninety-three and 56/100 (293.56) feet to the northwest corner of said Lot 64384, said northwest corner being in the east line of Lot 61926 and being also the southwest corner of Lot 61929, both of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio; thence with the north line of said Lot 64384 and the south line of said Lot 61929 and its eastward extension, north eighty-two degrees thirteen minutes (82 deg. 13) east for five hundred forty-one and 35/100 (541.35) feet to the northeast corner of said Lot 64384, said northeast corner being the southeast corner of Lot 62010 of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio, said corner being also the southwest corner of Lot 62011 of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio; thence with the northwest line of said Lot 64387 on the following courses: north forty-six degrees twelve minutes (46 deg. 12) east for forty-five and 06/100 (45.06) feet; thence north fifty-one degrees fifty-eight minutes (51 deg 58) east for forty-five and 00/100 (45.00) feet; thence north fifty-two degrees forty-nine minutes (52 deg 49) east for forty-five and 00/100 (45.00) feet; thence north fifty-four degrees forty seven minutes (65 deg. 47) east for sixty-four and 70/100 (64.70) feet; thence north fifty-five degrees forty-one minutes (55 deg. 41) east for fifty and 01/100 (50.01) feet; thence north fifty-six degrees twenty-one minutes (56 deg. 21) east for fifty-five and 01/100 (55.01) feet; thence north fifty-five degrees ten minutes (55 deg. 10) east for fifty and 01/100 (50.01) feet; thence north fifty-six degrees nineteen minutes (56 deg. 19) east for fifty and 00/100 (50.00) feet; thence north fifty-six degrees twelve minutes (56 deg. 12) east for fifty and 00/100 (50.00) feet; thence north fifty-six degrees twenty-six minutes (56 deg. 26) east for fifty and 00/100 (50.00) feet; thence north fifty-six degrees forty-three minutes (56 deg. 43) east for fifty and 00/100 (50.00) feet; thence north fifty-seven degrees twenty minutes (57 deg. 20) east for fifty and 00/100 (50.00) feet; thence north fifty-seven degrees fifty-five minutes (57 deg. 55) east for seven and 59/100 (7.59) feet to the north corner of said Lot 64387, said north corner being the in the south line of Lot 62002 of the revised and consecutive numbers of the lots on the plat of said City of Dayton, Ohio, said north corner being also the north end of the west line of an eight and 00/100 (8.00) foot wide alley; thence with the east line of said Lot 64387 and the west line of said eight and 00/100 (8.00) foot alley, south no degrees fifty-five minutes thirty seconds (0 deg.

et all; thence with the north line of said Boehmer land, south seventy-seven degrees twenty-seven minutes (77 deg. 27) west for one hundred seventy-four and 45/100 (174.45) feet to the northwest corner of said Boehmer land; thence with the west line of said Boehmer land, south twelve degrees thirty minutes (12 deg. 30) east for seventy and 16/100 (70.16) feet to a point in the north line of West Third Street, said point being located fifteen and 01/100 (15.01) feet eastwardly from the southwest corner of said Lot 64388; thence with the north line of said West Third Street and the south line of said Lots 64388, 64387, 64389, 64386, 64383, 64385, and 62647, south seventy-seven degrees thirty minutes (77 deg. 30) west for nine hundred fourteen and 16/100 (914.16) feet to a point located one hundred twenty and 00/100 (120.00) feet eastwardly from the southwest corner of said Lot 62646; then north twelve degrees twenty-eight minutes thirty seconds (12 deg 28 30) west for one hundred twenty-eight and 72/100 (128.72) feet; thence south eighty-eight degrees fifty-nine minutes (88 deg. 59) west for ninety-two and 25/100 (92.25) feet to a point in the west line of said Lot 62646 and the west line of said Elmhurst Road; thence with the east line of said Elmhurst Road and the west line of said Lot 62646 and its northward extension, said extension being the west line of said Lots 62647, 61916, 61917 and 61918, north one degree five minutes (1 deg. 5) west for four hundred fifty-eight and 31/100 (458.31) feet to the point of beginning, containing twenty-two and 809/1000 (22.809) acres more or less.

EXCEPTING THEREFROM the following described real estate:

Situated in the City of Dayton, County of Montgomery, State of Ohio and being Lots numbered SIXTY-ONE THOUSAND NINE HUNDRED SIXTEEN (61916), SIXTY-ONE THOUSAND NINE HUNDRED SEVENTEEN (61917), SIXTY-ONE THOUSAND NIEN HUNDRED EIGHTEEN (61918) of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio.

EXHIBIT C

DESCRIPTION OF LANDLORD'S WORK

The Premises will be delivered in AS IS condition.

EXHIBIT D

DESCRIPTION OF TENANT'S WORK

Tenant shall perform and pay for all work necessary to ready space for occupancy.

EXHIBIT E

WESTOWN SHOPPING CENTER SIGN DESIGN CRITERIA

A. General

1. Tenant will be required to identify the Leased Premises by a sign.
2. Sign construction is to be completed in compliance with instructions, limitations and criteria contained in this Exhibit.
3. It is intended that the signs of the stores in Westown Shopping Center shall be developed in an imaginative and varied manner, and although previous and current signing practices of the Tenant will be considered, they will not govern signs to be installed in the Shopping Center.
4. Tenant shall maintain its storefront signs in first class condition at all times. No sign may be altered without Landlord's approval.
5. Tenant shall post no signs other than those expressly identified and permitted by this Lease.
6. Lessee's illuminated signs will be connected to the Lessee's electrical panel and operated per Landlord's schedule.
7. The wording of the sign shall be limited to the store name only and such name shall not include any items sold therein.
8. The use of corporate shields, crests, logos or insignias may be permitted, subject to Landlord's sole discretion and approval, provided such corporate shields, crests, logos or insignias shall not exceed the allowable graphic area.
9. Multiple or repetitive signing will be allowed only with the written approval of Landlord, provided the area of such signing conforms to the limitations as set forth herein.
10. Signs purporting to identify leased departments or concessionaires contained with the premises are prohibited.

B. Sign Band Criteria

1. The sign band consists of an extruded aluminum sign cabinet, 3' 6" high by 8' deep. The sign face is a 1" pan formed, matte finish Lexan panel. All graphics are embossed into the Lexan face. The background is dark gray (Pratt & Lambert #2319 Witching Hour) and opaque with only the letters illuminated.
 - Maximum letter height is 30".
 - Minimum letter height is 14".
 - Maximum copy length shall not exceed 75% of the allotted sign band width.

C. Feature Sign Criteria

1. The feature signs consist of an extruded aluminum sign cabinet, 4' 6" high by 14' wide by 8' deep. The sign face is Lexan. All graphics are embossed into the Lexan

- Maximum letter height is 40 .
- Minimum letter height is 14
- Maximum copy length shall not exceed 75% of the sign width.

D. Procedure for Submittal and Approval of Sign Drawings

1. Approval of Store Design Drawings or Working Drawings and Specifications for Tenant's Leased Premises does not constitute approval of any sign work. At the same time as its initial submission of Store Working Drawings and Specifications to the Landlord, Tenant shall submit one (1) set of reproducible prints and specifications and one (1) set of blueprints, along with samples of all material and colors, for all its proposed sign work. The drawings shall clearly show locations of sign on storefront elevation drawing, size and stroke dimensions, graphics, color and construction and attachment details.
2. As soon as practical after receipt of the sign drawings, Landlord shall return to Tenant one (1) set of such sign drawings with the suggested modifications and/or approval. If, upon receipt of approved sign drawings bearing Landlord's comments, Tenant wishes to take exception thereto, Tenant may do so in writing, by certified or registered mail addressed to Landlord within seven (7) days from the date of Tenant's receipt of such sign drawings. Unless such action is taken, it will be deemed that all comments made by Landlord on the sign drawings are acceptable to and approved by Tenant.
3. If sign drawings and specifications are returned to Tenant with comments, but not bearing approval of Landlord, said drawings and specifications shall be revised immediately by Tenant and resubmitted to Landlord for approval within seven (7) days of their receipt by the Tenant. Landlord's discretion with regard to applications of design criteria to Tenant's signage proposal and with regard to approval of Tenant's signs shall be absolute and final.

E. Replacement of Sign

1. Tenant will be required to replace sign with a blank panel as described by the following when surrendering or vacating the premises.
2. Sign blanks will be a matte finish acrylic panel, minimum of 1/4" in thickness and opaque dark gray (Pratt & Lambert #2319).
3. Sign blanks will be of sufficient length to completely fill void from removed Tenant sign.
4. Sign blank will be installed at Tenant's expense no later than 5 business days after date of surrender.
5. Failure to have sign removed and sign blanks installed permits the Landlord to have work performed and the cost deducted from Tenant security deposit. In the event the balance of security deposit is insufficient to cover the cost of the work, Tenant will reimburse landlord for expenses incurred.

EXHIBIT F

SURRENDER

Surrender Requirements

Ceilings:	Framework/gridwork secure and in good shape Tiles in place and undamaged
Walls:	Drywall and masonry damage repaired
Storefront:	Door and hardware sound and functioning properly All glass undamaged and intact All posters/advertisements and tape residue removed and glass cleaned
Lighting:	All fixtures working and lenses in place and undamaged All emergency/exit lighting working - primary and secondary
HVAC:	System operates properly in both heating and cooling modes Collect maintenance/service call records on system
Electrical:	All junction boxes are properly closed and no exposed wiring All devices, i.e. outlets, switches, coverplates, ceramic light fixtures, etc., in place and undamaged
Plumbing:	Faucets work and no supply line leaks or damage from leaks Sinks drain and no drainline leaks or damage from leaks Toilets flush, drain and fill properly and no leaks or damage from leaks Hot water tank operates properly and no leaks or damage from leaks
Floors:	Carpeting in tact, not ripped and has been cleaned and vacuumed Tile in tact, swept and clean
Basement:	All fixtures, trash and debris removed No leaking plumbing lines All lighting working
General:	All fixtures removed All trash and debris removed All communication and computer wiring removed
Signage:	Signband store sign shall be removed and replaced with a blank of approved material and color

EXHIBIT G

RENEWAL TERM

Provided no Event of Default exists, Tenant has not been in default more than two (2) times during the Lease Term, and Tenant is occupying the entire Premises at the time of such election, Tenant may renew this Lease for two (2) additional period(s) of five (5) years each by delivering written notice of the exercise thereof to Landlord not later than One Hundred Eighty (180) days before the expiration of the then current Term. On or before the Commencement Date of the extended Term in question, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms as provided in this Lease except as follows:

1. The Minimum Rental payable for each month during the first such extended Term shall be Six Thousand Five Hundred Sixty Two and 50/100 Dollars (\$6,562.50) based upon Seventeen and 50/100 Dollars (\$17.50) per square foot per year during Lease Years six through ten.
2. The Breakpoint during Lease Years six (6) through ten (10) shall be One Million Five Hundred Seventy Five Thousand and 00/100 Dollars (\$1,575,000.00).
3. The Minimum Rental payable for each month during the second such extended Term shall be Seven Thousand One Hundred Twenty Five and 00/100 Dollars (\$7,125.00) based upon Nineteen and 00/100 Dollars (\$19.00) per square foot per year during Lease Years eleven through fifteen.
4. The Breakpoint during Lease Years eleven (11) through fifteen (15) shall be One Million Seven Hundred Ten Thousand and 00/100 Dollars (\$1,710,000.00).
5. Tenant shall have no further renewal options unless expressly granted by Landlord in writing.

Tenant's right shall terminate if (i) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, or (ii) Tenant fails to timely exercise its option under this Section, time being of the essence with respect to Tenant's exercise thereof.

EXHIBIT H

RULES & REGULATIONS

Lessee has covenanted and agreed with Management to abide with Rules and Regulations, which Management may deem necessary to amend, modify, delete, or add to from time to time. Current Rules and Regulations are as follows:

1. Exterior doors shall not remain braced open. Rear doors may be temporarily braced open to receive deliveries only. All doors braced open must use doorstops or hooks manufactured expressly for that purpose.
2. Sign Regulations:
 - a. No hand made signs
 - b. No Yes we are Open or similar signage is allowable
 - c. No sign shall be attached directly to any exterior or interior window glass
 - d. Approved vinyl letter applied Hours of Operation sign is the only sign permitted to be attached directly to the interior surface of the window glass.
 - e. No sign shall be displayed outside the Demised Premises
 - f. For Sale, For Lease, Fire Sale, Discount or Going Out of Business signs are not permitted.
3. Lessee shall not erect or install any signs, advertising media or make changes to the lease Premises which may be seen from the outside of the Lease Premises without the Lessor's prior written consent. All of the Lessee's initial exterior signs and improvements to the Premises will be set forth in Lessee's plans and specifications made a part hereof, and approved by Lessor.
4. Use of common areas for display racks, tables, sign standards, boxes or other purposes not authorized in writing by Lessor is expressly forbidden.
5. No adhesive stickers shall be applied to any storefront or glass. This shall include credit card stickers, brand name stickers or other similar stickers.
6. Loud speakers, televisions, phonographs, radios, flashing lights or other similar devices shall not be used in a manner so as to be heard or seen outside the Premises without prior written consent of Lessor. Lessee may not distribute handbills or other printed matter in the parking area or common area. Lessee or its agents shall not solicit or canvas business in the parking area or common area.
7. Lessee shall at all times keep the Premises in an orderly and sanitary condition and shall promptly

is provided, Lessee shall break down all boxes before placing into compactor. Common Areas shall not be used by Lessee for temporary trash or material storage, nor shall common area trash containers be used for trash disposal. In the event Lessor is forced to clean Lessee's trash area, Lessee will pay Lessor fifty dollars (\$50.00) per hour or actual expenses incurred, whichever is greater.

8. No animals of any kind are allowed on the Shopping Center by the Lessee (except in pet stores).
9. Lessee shall not remodel or otherwise change the exterior or interior of the Premises without the express written approval of the Lessor. Lessor shall not consider requests for its approval until Lessee has submitted to the Lessor complete plans and specifications of the proposed work.
10. Seasonal decorations are not to be attached to the exterior storefronts without Lessor's prior written consent.
11. All Lessee deliveries shall be accepted as quickly as possible in the designated loading zones, through the rear entrance during regular store hours. Front entrance delivery is expressly forbidden.
12. All Lessees and employees of Lessee will park in areas designated by Lessor as employee parking area (see attached diagram). Said areas may be changed by the Lessor from time to time to allow for convenient parking by customers. Cars parked in fire lanes and loading zones will be ticketed and/or towed by Lessor at visitor's sole expense and liability.
13. Lessees are solely responsible for the upkeep and maintenance of their storefront unless otherwise indicated in the Lease.
14. The Lessee shall keep the Premises at temperatures sufficiently high to prevent freezing of water pipes and fixtures.
15. Plumbing facilities will not be used for any purpose other than that for which they are constructed. No foreign substances of any kind shall be deposited therein. The expense of any breakage, stoppage, or damages resulting from a violation of this rule shall be borne by the Lessee whose employees or whose invitees shall have caused the breakage, stoppage or damage. Restaurant facilities shall be responsible for the cost of regular maintenance in cleaning of the grease traps servicing their Premises. Lessee will provide, at Lessor's request, proof of such contracted service within 7 business days of said request.
16. Lessee shall use its sole cost and expense, exterminate the premises using such extermination contractors as Lessor may direct and at such intervals as Lessor may require.
17. Lessor reserves the right to restrict the use of the Shopping Center logo in Lessee's advertising.
18. There shall be no cooking or preparation of food on the Premises without the prior written consent of the Lessor.

20. Lessee shall not, without prior written consent of Lessor, hold classes or other assemblies, not otherwise specifically permitted by the Permitted Use clause in the Lessee's lease.
21. Lessee shall pay the costs of restoring the Premises to the condition existing prior to the commencement of this Lease, normal wear and tear excepted (**see Exhibit F, Surrender Requirements**). Lessor may deduct the costs of such restoration from the Lessee's Security Deposit. In the event that damages exceed the amount of the security deposit, Lessor will invoice Lessee, who will have 5 business days to remit payment in full.
22. For the mutual protection and benefit of all Lessees, any common entrance doors to the Shopping Center (as opposed to the Premises) shall remain locked at all times except between the hours of 7:00 a.m. and 9:00 p.m., Monday through Saturday and 7:00 a.m. and 6:00 p.m., Sunday, holidays excepted. Any person entering or leaving the Shopping Center during a period when such doors are to remain locked shall be responsible for locking such entrance doors immediately after his arrival or departure. Lessee shall inform all its employees and agents of the foregoing rule.
23. Entrance doors to the Lessee's Premises shall remain locked at all times when the Premises are not open for business.
24. Lessee shall maintain control of, and be responsible for, all keys issued to Lessee for the Shopping Center and Premises, and shall return all such keys to Lessor upon termination of the lease. No duplicate or copy keys shall be made or obtained by Lessee without the prior written consent of Lessor. The loss or theft of any key shall be reported to Lessor as soon as possible (but in any event within one business day) after Lessee becomes aware of same, and Lessee shall be charged for cost of additional or replacement keys.
25. Lessor shall have the right to control and operate the common areas of the Shopping Center and all facilities furnished for the common use of Lessee, in such a manner as it deems best for the benefit of such Lessees generally. No Lessee shall invite to the Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors and facilities of the Shopping Center by other Lessees.
26. Lessor may refuse admission to the Shopping Center outside of ordinary business hours to any person not having a pass issued by a Lessee or not properly identified, and may require all persons admitted to or leaving the Shopping Center outside of ordinary business hours to register.
27. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the Premises only at times and through the entrances and corridors designated by the Lessor. Special arrangements shall be made for moving large quantities of furniture and equipment into or out of the Premises and Shopping Center.
28. Canvassing, soliciting or peddling in the Shopping Center is prohibited and each Lessee shall cooperate to prevent same.

for the control of HVAC equipment. The Lessor or its agents will adjust all thermostatic equipment solely, for the purpose of maintaining proper temperature levels between the Lessee's Premises and the common area. No Lessee, Lessee's employee or agent shall gain access to or adjust such control devices.

30. Lessee will operate exterior signage according to the schedule dictated solely by the Lessor.
31. Lessee will operate its business during the center hours or as prescribed by Lessee's lease.
32. Lessee will contract with a reputable licensed contractor for semi-annual inspections of all fire suppression systems that Lessee is required to maintain. Copies of inspection reports must be filed with the management office.
33. Lessee will contract with a reputable licensed contractor for quarterly maintenance of all HVAC equipment in the Premises. A copy of the service contract must be filed with the management office.

May 27, 2009

Ms. Bernadette Sullivan
Large Apparel of Ohio, Inc.
100 Metro Way
Secaucus, NJ 07094

RE: Temporary Rent Modification Agreement
Ashley Stewart
Westown Shopping Center, Dayton, Ohio

Dear Ms. Sullivan,

I have enclosed a fully executed Temporary Rent Modification Agreement for your files.

According to the terms of our agreement, your modified monthly charges become due and payable beginning May 1, 2009 for the following amount:

Monthly Minimum Rental:	\$4,570.31
CAM:	\$596.38
TAX:	\$112.74
INS:	\$18.88

Total Monthly Amount Due: \$5,298.31

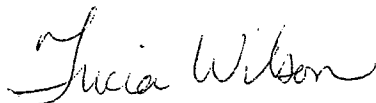
This Temporary Rent Modification Agreement will end on April 30, 2010 and the rental amounts due will revert to the standard amounts reflected in the Lease.

To ensure prompt credit of your payments, please continue to mail all checks to our Columbus office and make them payable to Town Centers, Ltd.

If you have any questions, feel free to contact Andy Bartz at (800) 243-8654.

Sincerely,

SKILKEN



Tricia Wilson
Administrative Assistant

/enclosure



September 1, 2010

Town Centers, Ltd.
4270 Morse Road
Columbus, Ohio 43230

Deleted: Landlord contact address

Re: Lease Agreement dated 09/28/2006 (the "Lease") between Town Centers Ltd. ("Landlord") and Large Apparel of Ohio, Inc. ("Tenant") for the property located at (the "Premises") 4291 West Third Street, Dayton, Ohio 45417.

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Dear Darin:

As we discussed, we are acting as advisors to Tenant with respect to, among other things, the Lease. It is alleged that Tenant may have failed to timely make all required rent payments under the Lease. Tenant is currently exploring possible business opportunities including the possible sale of Tenant's business. Landlord acknowledges such a transaction could benefit Tenant's ability to operate its retail business in the Premises and help promote the future fulfillment of Tenant's obligations under the Lease. This letter shall confirm the agreement between Landlord and Tenant in connection therewith.

Landlord hereby agrees to forbear from exercising, pursuing and enforcing any and all rights, powers and remedies it may have under the Lease and any applicable law with respect to any financial defaults now existing or hereafter accruing under the Lease during the period from and after the date hereof through September 30, 2010 (the "Forbearance Period"). During the Forbearance Period, Landlord agrees among other things not to serve upon Tenant any notice of default, commence or pursue against Tenant any action or otherwise enforce any of its rights or remedies under the Lease with respect to financial defaults. It is agreed by Landlord and Tenant that any notice or time period for curing financial defaults under the Lease are hereby tolled and suspended, and all such notice or time periods shall commence again as of October 1, 2010.

Deleted: _____

Landlord and Tenant agree that, except as specifically set forth herein, in no way shall this letter agreement waive or diminish any other of Landlord's rights or remedies under the Lease.

Very truly yours,

Joe DiMitrio
Managing Director

ACKNOWLEDGED AND AGREED TO
this 14th day of September, 2010:

[LANDLORD]

Town Centers Ltd.

By: Mansfield Square Management Corp.
General Partner

By: [Signature]
Name: Kenneth B. Gold
Title: Secretary/Treasurer

[TENANT]

Large Apparel of Ohio, Inc.

By: [Signature]
Name: Michael A. Noke
Title: VP Finance/Treasurer

February 21, 2009

Mike Parkhill/Lisa Mitchell
Large Apparel of Ohio
Ashley Stewart, Westown Shopping Center
100 Metro Way
Secaucus, NJ 07094

**Re: 2008 Common Area Maintenance, Real Estate Tax
And Insurance Reconciliation**

Dear Tenant,

It is time once again to look back at the previous year and reconcile the costs to maintain the shopping center during 2008. We continually strive to keep costs at a minimum while at the same time doing what needs to be done to ensure the center runs efficiently, is safe for your employees & customers and looks its best at all times.

Please find enclosed our invoice for your proportionate share of the cost to maintain the center. As in the past, we have broken the invoice down into three separate parts: Common Area Maintenance, Real Estate Taxes and Insurance. You will also notice at the bottom of your invoice a computation of new monthly estimates. Per your lease agreement, we have adjusted your monthly estimated amount due in the above categories based upon 2008 charges. We hope this will prevent any unnecessary over payments throughout the year, as well as reduce your amount due when we bill again next year for 2009. All rental categories will remain the same with the exception of Common Area Maintenance, Real Estate Taxes and Insurance. We ask that you please adjust your monthly rent amounts beginning with March 1, 2009 to reflect the new monthly estimated amounts we have provided.

The following will be your full monthly payment amount beginning March 1, 2009:

Base Minimum Rent	\$6093.75
Common Area Maintenance	711.09
Real Estate Taxes	150.32
Insurance	<u>25.17</u>
	\$6980.33 Due Monthly beginning March 1, 2009

Please issue a credit in the amount of (\$2,215.04) against your next rental payment, payable to Town Centers Limited Partnership, 4270 Morse Road, Columbus, Ohio 43230. The credit should cover reimbursement in full for the amount due/owed for the 2008 Reconciliation of (\$2,215.04).

Please feel free to contact me at 614-418-3100 or bowles@skilken.com with any questions you may have.

Thank you,

Darin Bowles
Lease Administrator

Cc file

Enclosures

ASHLEY STEWART
4291 WEST 3RD STREET
WESTOWN SHOPPING CENTER

Common Area Maintenance

CAM Charges billed for period ending 12/31/08	\$ 238,274.44	
Your percentage of the Gross Leasable Area is	2.68%	
Your billable expense for Common Area Maintenance is	\$ 6,381.40	
Your percentage of occupancy for the year is	100.00%	
Therefore, your Common Area Maintenance charge is	\$ 6,381.40	
Your administrative fee of 15% is	\$ 957.21	
Less monthly ESTIMATES BILLED during the year of	\$ 8,787.96	
Your total amount due, net of any ESTIMATES BILLED is		\$ (1,449.35)

Real Estate Taxes

Real Estate Taxes billed for period ending 12/31/08	\$ 67,352.81	
Your percentage of the Gross Leasable Area is	2.68%	
Your billable expense for Real Estate Taxes is	\$ 1,803.82	
Your percentage of occupancy for the year is	100.00%	
Therefore, your Real Estate Tax charge is	\$ 1,803.82	
Your administrative fee of 0% is	\$ -	
Less monthly ESTIMATES BILLED during the year of	\$ 1,923.96	
Your total amount due, net of any ESTIMATES BILLED is		\$ (120.14)

Insurance

Insurance Expense for period ending 12/31/08	\$ 17,123.84	
Your percentage of the Gross Leasable Area is	2.68%	
Your billable expense for Insurance is	\$ 458.61	
Your percentage of occupancy for the year is	100.00%	
Therefore, your Insurance charge is	\$ 458.61	
Your administrative fee of 0% is	\$ -	
Less monthly ESTIMATES BILLED during the year of	\$ 936.00	
Your total amount due, net of any ESTIMATES BILLED is		\$ (477.39)

TOTAL DUE for the period of January 1, 2008 through December 31, 2008 **\$ (2,046.88)**

COMPUTATION OF NEW MONTHLY ESTIMATES FOR 2009 AND ADJUSTMENTS TO DATE:

	NEW AMOUNT	OLD AMOUNT		ADJUSTMENT
Common Area Maintenance	\$ 711.09	\$ 732.33 x 02 months(Jan/Feb) =	\$	(42.48)
Real Estate Taxes	\$ 150.32	\$ 160.33 x 02 months(Jan/Feb) =	\$	(20.02)
Insurance	\$ 25.17	\$ 78.00 x 02 months(Jan/Feb) =	\$	(105.66)
				\$ (168.16)
TOTAL RECONCILIATION AMOUNT				\$ (2,215.04)

WESTOWN CENTER S.C.
2008 CAM EXPENSE

OFFICE EXPENSE-SUPPLIES	117.48
OFF EXP-REGISTRY FEE	36.38
OFFICE EXP-FIN/BANK CHGS	272.67
OFFICE EXPENSE-INTERNET	339.18
P/R TAXES-FICA	3,559.19
P/R TAXES-MEDICARE	881.97
P/R TAXES-WORKERS' COMP	1,862.48
P/R TAXES-S.UNEMPLOYMENT	411.05
P/R TAXES-F.UNEMPLOYMENT	115.26
EMP.WELFARE-RETIREMENT	1,480.94
EMP.WELFARE-INSURANCE	1,857.94
PARKING LOT PAVING (SUB)	23,855.00
PARKING LOT PAVING (MAT)	173.72
SNOW REMOVAL (SUB)	5,192.61
SALT	5,174.44
STRIPING & TRAFFIC CONTR.	2,660.00
PARKING LOT CONCRETE	400.00
PARKING LOT TIME CLOCKS	83.00
LOT REPAIR/WIRING WORK S	1,510.59
ROOF-PREVENT MAINT. (SUB)	3,681.00
ROOF-PREVENT MAINT. (MAT)	65.54
MOWING (SUB)	2,455.65
TRIMMING/MAINTENANCE(SUB)	5,273.82
TRASH REMOVAL	1,296.71
TRASH BAGS	979.91
REAR DOORS (SUB)	850.00
REAR DOORS (MAT)	59.92
MASONRY	1,975.00
CEILING TILES	760.76
PAINT FRONT & REAR (SUB)	3,775.00
PAINT FRONT & REAR (MAT)	142.84
CANOPY-LAMPS	210.00
CANOPY-REPAIR (MAT)	429.97
TOOLS, MISC.	205.87
TERMITE & PEST CONTROL	1,088.73
FIRE CONTROL SYSTEMS	40.00
MATERIALS, MISC.	1,497.75
PLUMBING	2,150.80
EQUIP.,TRUCK,CAR REPAIRS	5,822.47
EQUIPMENT PURCHASE	291.81
GAS & OIL	5,797.75
LICENSE TAGS	209.00
UNIFORMS	1,007.77
SECURITY	49,241.70
E-MAINT,STORAGE,OFFICE	1,306.95
E-SIGN MAIN PRKING LOT	3,359.96
E-PARKING LOT LIGHTS	5,336.64
E-UNDERCANOPY	2,838.66
E-SECURITY LIGHTS REAR	2,840.16
W/S-MAINT,STORAGE,OFFICE	777.37
STORM SEWER CHARGES	16,137.86
COMM-TELEPHONE	741.87
COMM-PAGERS/CELL PHONES	1,480.68
ANNUAL DISPOSAL CHARGE	14,457.23
FULL-TIME REGULAR-MAINT.	34,625.48
PROPERTY MGMT OFF. SALARIES	15,077.91

Total: 238,274.44

WESTOWN CENTER S.C.
2008 TAX & INSURANCE EXPENSE

INSURANCE-PACKAGE	15,881.04
INSURANCE-UMBRELLA	<u>1,242.80</u>
	17,123.84
 TAXES-REAL ESTATE	 67,352.81

February 20, 2009

Mike Parkhill/Lisa Mitchell
Large Apparel of Ohio
Ashley Stewart, Westtown Shopping Center
100 Metro Way
Secaucus, NJ 07094

**Re: 2007 Common Area Maintenance, Real Estate Tax
And Insurance Reconciliation**

Dear Tenant,

It is time once again to look back at the previous year and reconcile the costs to maintain the shopping center during 2007. We continually strive to keep costs at a minimum while at the same time doing what needs to be done to ensure the center runs efficiently, is safe for your employees & customers and looks its best at all times.

Please find enclosed our invoice for your proportionate share of the cost to maintain the center. As in the past, we have broken the invoice down into three separate parts: Common Area Maintenance, Real Estate Taxes and Insurance. You will also notice at the bottom of your invoice a computation of new monthly estimates. Per your lease agreement, we have adjusted your monthly estimated amount due in the above categories based upon 2008 charges. We hope this will prevent any unnecessary over payments throughout the year, as well as reduce your amount due when we bill again next year for 2009. All rental categories will remain the same with the exception of Common Area Maintenance, Real Estate Taxes and Insurance. We ask that you please adjust your monthly rent amounts beginning with March 1, 2009 to reflect the new monthly estimated amounts we have provided.

The following will be your full monthly payment amount beginning March 1, 2009:

Base Minimum Rent	\$6093.75
Common Area Maintenance	711.09
Real Estate Taxes	150.32
Insurance	<u>25.17</u>
	\$6980.33 Due Monthly beginning March 1, 2009

Please issue a credit in the amount of (\$2,456.59) against your next rental payment, payable to Town Centers Limited Partnership, 4270 Morse Road, Columbus, Ohio 43230. The credit should cover reimbursement in full for the amount due/owed for 2007 Reconciliation (\$2,456.59).

Please feel free to contact me at 614-418-3100 or bowles@skilken.com with any questions you may have.

Thank you,

Darin Bowles
Lease Administrator

Cc file

Enclosures

ASHLEY STEWART
4291 WEST 3RD STREET
WESTOWN SHOPPING CENTER

Common Area Maintenance

CAM Charges billed for period ending 12/31/07	\$ 224,703.65	
Your percentage of the Gross Leasable Area is	2.68%	
Your billable expense for Common Area Maintenance is	\$ 6,017.95	
Your percentage of occupancy for the year is	100.00%	
Therefore, your Common Area Maintenance charge is	\$ 6,017.95	
Your administrative fee of 15% is	\$ 902.69	
Less monthly ESTIMATES BILLED during the year of	\$ 8,787.96	
Your total amount due, net of any ESTIMATES BILLED is		\$ (1,867.31)

Real Estate Taxes

Real Estate Taxes billed for period ending 12/31/07	\$ 64,971.82	
Your percentage of the Gross Leasable Area is	2.68%	
Your billable expense for Real Estate Taxes is	\$ 1,740.06	
Your percentage of occupancy for the year is	100.00%	
Therefore, your Real Estate Tax charge is	\$ 1,740.06	
Your administrative fee of 0% is	\$ -	
Less monthly ESTIMATES BILLED during the year of	\$ 1,923.96	
Your total amount due, net of any ESTIMATES BILLED is		\$ (183.90)

Insurance

Insurance Expense for period ending 12/31/07	\$ 19,812.86	
Your percentage of the Gross Leasable Area is	2.68%	
Your billable expense for Insurance is	\$ 530.62	
Your percentage of occupancy for the year is	100.00%	
Therefore, your Insurance charge is	\$ 530.62	
Your administrative fee of 0% is	\$ -	
Less monthly ESTIMATES BILLED during the year of	\$ 936.00	
Your total amount due, net of any ESTIMATES BILLED is		\$ (405.38)

TOTAL DUE for the period of January 1, 2007 through December 31, 2007	\$ (2,456.59)
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WESTOWN CENTER S.C.
2007 CAM EXPENSE

OFFICE EXPENSE-SUPPLIES	1,251.73
OFFICE EXP-FIN/BANK CHGS	186.65
OFFICE EXPENSE-INTERNET	460.03
P/R TAXES-FICA	4,682.75
P/R TAXES-MEDICARE	1,238.82
P/R TAXES-WORKERS' COMP	1,968.28
P/R TAXES-S.UNEMPLOYMENT	472.56
P/R TAXES-F.UNEMPLOYMENT	115.95
EMP.WELFARE-RETIREMENT	1,434.34
EMP.WELFARE-INSURANCE	475.86
PARKING LOT PAVING (SUB)	36,620.00
PARKING LOT PAVING (MAT)	27.39
SNOW REMOVAL (SUB)	6,003.78
LOT REPAIR/WIRING WORK S	280.52
ROOF-PREVENT MAINT. (SUB)	3,685.35
ROOF-PREVENT MAINT. (MAT)	111.55
MOWING (SUB)	3,702.20
TRIMMING/MAINTENANCE(SUB)	6,336.86
TRASH REMOVAL	1,111.30
TRASH BAGS	555.67
FURNISHINGS	2,450.00
REAR DOORS (MAT)	26.10
MASONRY	1,500.00
CEILING TILES	670.38
PAINT FRONT & REAR (MAT)	8.82
TOOLS, MISC.	785.09
TERMITE & PEST CONTROL	1,102.83
FIRE CONTROL SYSTEMS	109.89
MATERIALS, MISC.	1,848.54
PLUMBING	249.02
EQUIP., TRUCK, CAR REPAIRS	4,675.68
EQUIPMENT PURCHASE	123.04
EQUIPMENT RENTAL	39.59
GAS & OIL	3,739.29
LICENSE TAGS	209.00
UNIFORMS	661.42
SECURITY	34,160.03
E-MAINT, STORAGE, OFFICE	1,442.06
E-SIGN MAIN PRKING LOT	2,223.63
E-PARKING LOT LIGHTS	4,683.60
E-UNDERCANOPY	2,491.26
E-SECURITY LIGHTS REAR	2,627.65
W/S-MAINT, STORAGE, OFFICE	665.50
STORM SEWER CHARGES	15,632.20
COMM-TELEPHONE	1,162.35
COMM-PAGERS/CELL PHONES	1,663.85
ANNUAL DISPOSAL CHARGE	14,132.93
FULL-TIME REGULAR-MAINT.	38,084.26
GROUNDS - MAINT.	51.45
PROPERTY MGMT OFF. SALARIES	16,762.60

Total: \$ 224,703.65

WESTOWN CENTER S.C.
2007 TAX & INSURANCE EXPENSE

INSURANCE-PACKAGE	\$ 17,887.64
INSURANCE-UMBRELLA	<u>\$ 1,925.22</u>
Total	\$ 19,812.86

TAXES-REAL ESTATE	\$ 64,971.82
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