

UNITED STATES BANKRUPTCY COURT

District of **Delaware**

PROOF OF CLAIM

Name of Debtor:
Large Apparel of Maryland, Inc.Case Number:
10-13018

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Addison Plaza II Associates, LLC

Name and address where notices should be sent:

**c/o Wendy D. Pullano, Esq.
Bregman, Berbert, Schwartz & Gilday, LLC
7315 Wisconsin Avenue, Suite 800 West, Bethesda, MD 20814**Telephone number:
(301) 656-2707**RECEIVED****JAN 19 2011****BMC GROUP**☐ Check this box to indicate that this claim amends a previously filed claim.Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.☐ Check this box if you are the debtor or trustee in this case.1. Amount of Claim as of Date Case Filed: \$ 14,125.45

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.2. Basis for Claim: Pre-petition Rent under Lease of Retail Premises
(See instruction #2 on reverse side.) (Store # 345)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. **Attachment 1 - Lease Documents****Attachment 2 - Statement of Account**

If the documents are not available, please explain:

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 1/17/11

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Wendy D. Pullano, Esq., Attorney for Creditor

Wendy D. Pullano

FOR COURT USE ONLY

Urban Brands



00506

SECOND AMENDMENT TO LEASE

This **Second Amendment to Lease** ("Second Amendment"), is made this 14th day of December, 2008, by and between **Addison Plaza II Associates, LLC**, a Maryland limited liability company, successor-in-interest to Seat Pleasant Commercial Limited Partnership ("Landlord"), and **Large Apparel of Maryland, Inc.**, a Maryland corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord, through its predecessor-in-interest, and Tenant are parties to a certain Lease Agreement dated July 9, 2002, as amended by a First Addendum to Lease Agreement dated July 9, 2002, and a First Amendment to Lease dated February 15, 2008 (collectively, the "Lease"), for certain retail space consisting of approximately 3,450 rentable square feet designated as Space Number 2 and known as 6220 Central Avenue, Seat Pleasant, Maryland 20743 (the "Premises") for a Lease Term extending through January 31, 2009; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Lease Term of the Lease upon the terms, conditions, covenants and agreements set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. **Recitals.** The above-mentioned recitals are incorporated herein by this reference.
2. **Landlord.** Landlord is the Landlord (as such term is defined in the Lease) for all purposes under the Lease.
3. **Lease Term.** Notwithstanding any provision of the Lease to the contrary, the Lease Term of the Lease shall be extended for one (1) additional year (the "Extension Term"), commencing on February 1, 2009 (the "Extension Term Commencement Date"), and ending at 11:59 p.m. on January 31, 2010 (the "Extension Term Expiration Date"). Tenant shall have no further right to extend the Lease Term beyond the Extension Term Expiration Date.
4. **Premises.** Tenant is currently occupying the Premises and accepts the same for the Extension Term in its "as is" condition. Landlord shall not be obligated to perform any improvements to the Premises except as otherwise may be required under the Lease.
5. **Rent.** Beginning on the Extension Term Commencement Date and continuing through the Extension Term Expiration Date, Tenant shall pay Minimum Rent in accordance with the following schedule:

<u>Time Period</u>	<u>Rent Per Square Foot</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
2/1/09 – 1/31/10	\$18.00	\$62,100.00	\$5,175.00

6. **Additional Rent.** During the Extension Term, Tenant shall continue to pay Tenant's pro rata share (3.69%) of Common Expenses including Common Area Costs, Insurance Costs and Real Estate Taxes as set forth in Sections 1.1(i), (j), and (k) and Article VI of the Lease. Tenant shall remain responsible for the costs of all utilities serving the Premises and for trash removal as set forth in Articles V and VII of the Lease. Tenant shall pay Percentage Rent, if applicable, in accordance with Section 1.1(h) and Article IV of the Lease, and all other charges outlined in the Lease.

7. **Ratification.** Unless a term or condition of or right under the Lease is expressly contradicted by the terms of this Second Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Second Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Second Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties. Effective immediately, wherever applicable, the term "Lease" shall mean the Lease as modified by this Second Amendment.

8. **Representations.** Tenant hereby represents and warrants that, to the best of Tenant's knowledge, Landlord has fully and faithfully performed its obligations under the Lease, as amended, through the date of the execution of this Amendment. Landlord and Tenant represent and warrant to each other that it has not incurred any liability for commissions or similar compensation to third parties in connection with this Amendment, except for the commissions, if any, due Horning Brothers ("Broker"), which Broker shall be paid by Landlord pursuant to the terms of a separate agreement. Landlord and Tenant shall indemnify and hold each other harmless against any liability arising from any claims for such compensation by parties other than the aforesaid Broker, including costs and reasonable attorneys' fees.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Second Amendment to Lease under seal as of the date first above written.

WITNESS/ATTEST:

[Signature]

LANDLORD:

ADDISON PLAZA II ASSOCIATES, LLC,
a Maryland limited liability company

By: [Signature] (Seal)

Name: David Rosenberg, VP

Title: Survive Development Corp. Manager

Date: 12/16/08

WITNESS:

[Signature]

TENANT:

LARGE APPAREL OF MARYLAND, INC.,
a Maryland corporation

By: [Signature] (Seal)

Name: Anita Britt

Title: Senior Vice President/CFO

Date: December 8, 2008

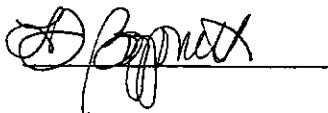
First Addendum to Lease Agreement

This First Addendum To Lease Agreement ("Addendum") is attached to and made a part of that certain Lease Agreement dated as of July 9, 2002 (the "Lease") by and between Addison Plaza II Associates, a Maryland limited partnership ("Landlord") and Large Apparel Of Maryland, Inc., a Maryland corporation ("Tenant"). Unless the context otherwise requires, the terms used in this Addendum shall have the same meanings as provided in the Lease.

1. Landlord and Tenant desire to supplement the terms and conditions of the Lease and the Exhibits thereto. To the extent any provision in this Addendum is inconsistent or in conflict with any of the terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control, and the Lease and the Exhibits thereto shall be deemed to be modified accordingly.
2. Provided Tenant is open and operating in the Premises in accordance with the provisions of this Lease and is not in default of this Lease, and further provided the restrictions set forth in this Section 7 do not violate any law and are enforceable, Landlord agrees that it will not enter into any lease with any future tenant of Landlord for any space at the Property whose primary business (as defined hereinafter) is the sale of women's plus size apparel or women's plus size lingerie; provided, however the foregoing restrictions shall not apply (i) to any existing tenant at the Property at the time this Lease is fully executed or to any replacement tenant of such tenant operating a similar type of business in such premises. For purposes of this Paragraph 2, the term "primary business" shall mean that fifty percent (50%) or more of the gross leasable area of the premises is devoted to the sale of women's plus size apparel or women's plus size lingerie. In the event Landlord violates the provisions of this Paragraph 2 and such violation is not cured within sixty (60) days after Tenant's written notice thereof to Landlord and so long as Tenant is open and operating the Premises in accordance with the provisions of this Lease, then the Minimum Rent payable by Tenant under this Lease shall be reduced by fifty percent (50%) from the date of such violation until such violation no longer exists; it being agreed, however that Tenant shall continue to pay Percentage Rent and Additional Rent as provided for in this Lease.
3. Within thirty (30) days following the Lease Commencement Date, Tenant may measure the floor area of the Leased Premises (measuring from the interior surface of the exterior walls and from the center of shared walls) to verify the square footage. If such measurement determines that the actual floor area is more or less than the area set forth hereinabove, the Minimum Rent, Percentage Rent Breakpoint and all other rent and/or charges payable on a "per square foot" basis shall be adjusted proportionately.
4. Landlord represents that it is the fee owner of the Property, and Landlord has the authority to enter into this lease without the consent, joinder or approval of any other party, and that in the event Landlord is a corporation the execution is performed on behalf of such corporation by duly authorized officers.
5. If at any time during the Lease Term additional space becomes available on the pylon sign at the Property for the inclusion of additional or replacement tenant identification signage and so long as Tenant is open and operating its business at the Premises, Landlord shall provide written notification to Tenant regarding the availability of such tenant identification signage, and Tenant shall have the right, by written notice to Landlord, which notice must be received by Landlord within thirty (30) days of Tenant's receipt of Landlord's notice (time being of the essence), to elect to install, at Tenant's sole cost and expense, a tenant identification sign on such pylon sign.
6. In the event Landlord fails to perform or observe its obligations under this Lease, Tenant may hold and or declare Landlord in default of such obligations by giving written notice thereof, which notice shall specify the nature of such default. In the event such default is a default of Landlord's obligations with respect to the Premises, and Landlord fails to commence to correct such default within a period of thirty (30) days after receipt of notice from Tenant and/ or after commencement of the cure fails to diligently pursue correction of the same, Tenant shall have the option, to perform such obligations of Landlord with respect to the Premises, and Landlord shall pay to Tenant within thirty (30) days of Landlord's receipt of written demand, all commercially reasonable expenses associated with performing such obligations. In the event Landlord fails to reimburse Tenant for such expenses within said thirty (30) day period, Tenant may set off the reasonable expenses incurred by Tenant in performing such obligations against the monthly amount of Minimum Rent; provided, however, the monthly amount of Minimum Rent which Tenant may set off shall not exceed ten percent (10%) of the monthly payment of Minimum Rent payable by Tenant to Landlord as provided for in this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this First Addendum to Lease Agreement as of the day and year first written above.

WITNESS:



ATTEST:

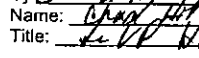
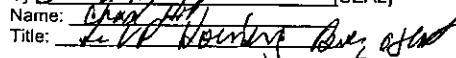


[ATTACH CORPORATE SEAL

LANDLORD:

ADDISON PLAZA II ASSOCIATES, a
Maryland limited partnership

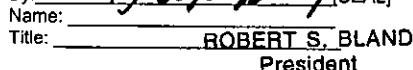
By:  [SEAL]

Name: 
Title: 

TENANT:

LARGE APPAREL OF MARYLAND, INC., a
Maryland corporation

By:  [SEAL]

Name: 
Title: ROBERT S. BLAND
President

LEASE AGREEMENT

BY AND BETWEEN

~~ADDISON PLAZA II ASSOCIATES~~ SEAT PLEASANT
COMMERCIAL
AS LANDLORD LIMITED
PARTNERSHIP

AND

LARGE APPAREL OF MARYLAND, INC.

AS TENANT

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LEASE AGREEMENT

*Seat Pleasant Commercial
Limited Partnership*

THIS LEASE AGREEMENT (this "Lease") is dated as of July 9, 2002 by and between ~~Addison Plaza II~~
~~Associates~~, a Maryland limited partnership ("Landlord") and Large Apparel of Maryland, Inc., a Maryland
corporation ("Tenant")

ARTICLE I DEFINITIONS

Section 1.1 The following terms shall have the meanings set forth below for all purposes in this Lease:

- (a) **Property:** Addison Plaza Shopping Center, Seat Pleasant, Prince George's County, Maryland
- (b) **Premises:** Space Number 2 containing approximately 3,450 square feet of leasable area at the Property, as shown cross-hatched on EXHIBIT A attached hereto.
- (c) **Lease Term:** Five (5) Lease Years.
- (d) **Lease Commencement Date:** July 7, 2002.
- (e) **Rent Commencement Date:** Seventy-five (75) days following the Lease Commencement Date, subject to force majeure as defined in Section 25.20 hereof. *** see page 3 A*
- (f) **Minimum Rent:** Forty-eight Hundred Three Hundred Dollars (\$48,300.00) annually for the first Lease Year, payable in equal installments of Four Thousand Twenty-five Dollars (\$4,025.00) per month.
- (g) **Annual Minimum Rent Escalation Percentage:** Two and one-half percent (2.5%) beginning at the commencement of the second Lease Year and for each Lease Year thereafter throughout the Lease Term.
- (h) **Percentage Rent Percentage:** Five Percent (5%)
- (i) **Common Area Costs Percentage:** 3.69% The estimated Common Area Costs (including Insurance Costs) for the first Lease Year are \$2.50 per square foot.
- (j) **Insurance Costs Percentage:** 3.69%
- (k) **Real Estate Taxes Percentage:** 3.69% The estimated Real Estate Taxes for the first Lease Year are \$1.50 per square foot.
- (l) **Security Deposit Amount:** None.
- (m) **Permitted Use of Premises:** Retail display and sale of women's plus size apparel and incidental thereto the sale of related accessories including shoes (not to exceed ten (10%) percent of the square footage of the Premises), scarves, cosmetics and health and beauty aids (not to exceed five percent (5%) of the square footage of the Premises), wigs and costume jewelry (including precious metals), lingerie, handbags, gifts and boutique items. Tenant may perform alterations on apparel sold at the Premises.
- (n) **Tenant's Trade Name:** Ashley Stewart Woman Sizes 14-26. Tenant may change its trade name at the Premises at any time throughout the Lease Term without Landlord's consent (but upon prior notice to Landlord) to Marianne and/or Marianne Plus or in connection with a change in trade name of the majority of Tenant's stores in the State of Maryland operating under the same trade name as the trade name then being utilized at the Premises, and Tenant agrees that the new trade name shall be adopted by Tenant for the majority of all such stores.
- (o) **Address for Notices to Tenant:**
Large Apparel of Maryland, Inc
100 Metro Way
Secaucus, NJ 07094
Attention: General Counsel
- (p) **Address for Notices to Landlord:**
c/o Horning Brothers
1350 Connecticut Avenue, NW
Suite 800
Washington, DC 20036
- (q) **Tenant's Social Security/Employer ID Number:** 13-3695158

Section 1.2 Intentionally Deleted.

Section 1.3 This Lease includes and incorporates the Exhibits listed in the Table of Contents.

that Safeway shall close for business to the public prior to the Rent
t Date, Tenant shall not be required to open the Premises for business to the
date (the "Co-tenancy Date") on which Safeway reopens the Safeway Premises
tion 8.8) for business to the public; provided, however, if Tenant shall elect to
the Co-tenancy Date, Tenant shall pay percentage rent and additional rent monthly
(Minimum Rent and Percentage Rent) until the Co-tenancy Date has been satisfied.
The monthly payments of percentage rent shall be made by Tenant in accordance with the
provisions of Section 8.8 of this Lease. If such co-tenancy is not met within twelve (12) months
after the date hereof (the "Twelve Month Anniversary"), Tenant shall have the option to cancel
this lease upon thirty (30) days notice to Landlord, which notice must be provided to Landlord
within thirty (30) days following the Twelve Month Anniversary. In the event Tenant does not
exercise its right to so terminate this Lease within the aforesaid thirty (30) day period, Tenant
shall be deemed to have elected to recommence the payment of Minimum Rent, Percentage
Rent and Additional Rent as of the Anniversary Date, and Tenant's right to terminate the Lease
shall become null and void and of no further force and effect.

ARTICLE II

PREMISES

2.1 Landlord leases the Premises to Tenant, and Tenant rents the Premises from Landlord, for the term herein provided.

ARTICLE III

TERM

3.1 The Lease Term shall commence on the Lease Commencement Date (as determined pursuant to Section 1.1(d)); provided, however, that if the Lease Commencement Date is not the first day of a month, then the Lease Term shall be the period set forth in Section 1.1(c) above plus the partial month in which the Lease Commencement Date occurs. The Lease Term shall include any and all renewals and extensions of the term of this Lease.

3.2 Promptly after the Lease Commencement Date and Rent Commencement Date are ascertained, Landlord and Tenant shall execute a certificate confirming the Lease Commencement Date and Rent Commencement Date, if requested by Landlord in the form attached hereto and made a part hereof as Exhibit F.

3.3 After Landlord delivers the Premises to Tenant, Tenant shall proceed with due dispatch and diligence to open the Premises for business with the public not later than the one hundred twentieth (120th) day after the Lease Commencement Date, subject to force majeure as defined in Section 25.20. If Tenant fails to open the Premises for business with the public fully fixtured, stocked and staffed on or before such date, then Tenant shall pay to Landlord, in addition to Minimum Rent and all other sums payable under this Lease, an amount equal to the per diem Minimum Rent for each day during the period in which Tenant so fails to open for business. Such amount shall be considered additional rent due and payable hereunder due to the loss of any Percentage Rent that may have been earned by Landlord during such period.

3.4 Provided (i) that the Lease shall be in full force and effect; (ii) that Tenant or any successor or permitted subtenant or assignee of Tenant shall be in possession of the Premises; (iii) that Tenant is open and operating for business to the public in accordance with the provisions of this Lease; and (iv) that Tenant shall not be in default under any of the terms, provisions, covenants or condition of this Lease beyond any applicable period to cure, then, and only in such event, Tenant shall have the right, at Tenant's sole option, to extend the term of the Lease for one (1) additional period of five (5) years ("Extension Term"). The such extension option shall be exercisable by Tenant giving written notice of the exercise of such extension option to Landlord no sooner than two hundred seventy (270) days and not later than one hundred eighty (180) days prior to the expiration date of the initial Lease Term. The Extension Term shall be upon the same terms, covenants and conditions as set forth herein with respect to the Lease Term, except that the Minimum Rent then in effect shall be increased by three percent (3%) at the commencement of the first Lease Year and each subsequent Lease Year of the Extension Term.

ARTICLE IV

MINIMUM RENT AND PERCENTAGE RENT

4.1 (a) Commencing on the Rent Commencement Date (as determined pursuant to Section 1.1(e)), and continuing thereafter during each Lease Year (as defined in Section 4.1(b)) of the Lease Term, Tenant shall pay to Landlord the Minimum Rent, which amount is subject to adjustment from time to time as provided in Section 4.1(c). Minimum Rent shall be divided into equal monthly installments, and such monthly installments shall be due and payable in advance on the first day of each month. If the Rent Commencement Date is a day other than the first day of a month, then Minimum Rent from the Rent Commencement Date until the first day of the following month shall be prorated on a per diem basis at the rate of one-thirtieth (1/30th) of the monthly installment of Minimum Rent payable during the first Lease Year, and Tenant shall pay such prorated installment of Minimum Rent in advance on the Rent Commencement Date.

(b) The term "Lease Year" shall mean each period of twelve (12) consecutive months from February 1 to the next following January 31st, except that the first Lease Year shall commence on the Lease Commencement Date and shall continue to the next following January 31st. In the event the first Lease Year is longer than twelve (12) full calendar months then annual Minimum Rent, the Percentage Rent breakpoint and all other charges payable on a Lease Year basis shall be increased proportionately.

(c) On the first day of the second Lease Year and on the first day of every Lease Year thereafter during the Lease Term, the Minimum Rent then in effect shall be increased by the Annual Minimum Rent Escalation Percentage, as set forth in Section 1.1(g). During the Extension Term, if exercised, the Minimum Rent shall be increased in accordance with the provisions of Section 3.4 hereinabove.

(d) The term "Tenant's Gross Receipts" shall mean the gross amount charged by Tenant or anyone on Tenant's behalf, or by any subtenants, concessionaires or licensees of Tenant, in connection with any and all sales of goods, wares and merchandise, and all services to patrons, customers or other persons, in, at, from, or arising out of the use of the Premises, whether for wholesale, retail, cash, credit or otherwise. Tenant's Gross Receipts shall include, without limitation, sales and services: (i) where the orders therefor originate in, at, from or out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place; (ii) made or performed by mail, telephone or telegraph orders received or filled in, at or from the Premises; (iii) made or performed by mechanical or other vending devices in the Premises; or (iv) which Tenant or any subtenant, licensee, concessionaire or other person in the normal and customary course of its business would credit or attribute to its

operations in any part of the Premises. Any deposit not refunded shall be included in Tenant's Gross Receipts. If Tenant shall violate Section 8.2 of this Lease, then, in addition to any and all other rights and remedies available to Landlord, the amount of gross receipts of any such similar or competing business shall be included in Tenant's Gross Receipts, and all the provisions of this Section shall be applicable thereto. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, regardless of the time when Tenant shall receive payment (whether full or partial) therefor. The following shall be excluded from Tenant's Gross Receipts: (i) all credits and refunds made to customers with respect to transactions otherwise included in Tenant's Gross Receipts; and (ii) all city, county or state sales taxes which are collected from the patron or customer and paid by Tenant to such governmental authority. No franchise tax, capital stock tax, income tax or tax based upon income, profits, assets, net worth or gross receipts shall be deducted from Tenant's Gross Receipts; (iii) bona fide, close-out or bulk sales of inventory to jobbers or wholesalers; (iv) sales to employees of Tenant or its parent company or affiliates at a discount; not to exceed three percent (3%) of Gross Sales (iv) shipping charges separately stated; (v) proceeds of the sale of substantially all of the assets of Tenant at the Premises; (vi) proceeds of insurance or condemnation; (vii) the unpaid balance of any credit or check sale which is written off as uncollectible in accordance with generally accepted accounting principles; (viii) proceeds of sale of trade equipment or fixtures, including track lighting; (ix) proceeds of sales from vending machines installed for the convenience of employees of Tenant; (x) lay-away sales, except to the extent of amounts actually received by Tenant; (xi) charges for alterations to apparel sold at the Premises; (xii) the amount of all discounts, returns, allowances and adjustments made to Tenant's customers; (xiii) financing and credit card charges payable by Tenant to credit card companies; (xiv) finance charges on credit card sales payable to Tenant by Tenant's customers; (xv) the amount of returns to shippers or manufacturers for credit; (xvi) sums and credit received from shippers or manufacturers in settlement of claims for loss or damage merchandise; and (xvii) the exchange or transfer of inventory between the Premises and any store owned by Tenant or any parent, affiliate or subsidiary of Tenant, where such exchange or transfer is made for the convenient operation of Tenant's business and not for the purpose of avoiding a sale which would otherwise be included in Gross Sales; and (xviii) the amounts of all retail sales taxes, including federal, city, county or state sales tax, luxury or excise tax.

(e) Percentage Rent shall be payable in the following manner. Not later than twenty-one (21) days after the end of each calendar quarter during the Lease Term, Tenant shall submit to Landlord a written statement, certified as true and correct by Tenant's principal financial officer, showing in detail the amount of Tenant's Gross Receipts during the immediately preceding calendar quarter. Accompanying such quarterly statement, if Tenant shall have exceeded the yearly breakpoint only, shall be Tenant's quarterly payment of Percentage Rent in an amount equal to the excess, if any, of (i) the product of the Percentage Rent Percentage and Tenant's Gross Receipts for such preceding calendar quarter, as shown in the statement, over (ii) the amount of Minimum Rent paid by Tenant for such preceding calendar quarter. Within thirty (30) days after the end of each calendar year and within thirty (30) days after the expiration or earlier termination of the Lease Term, Tenant shall submit to Landlord a written statement setting forth Tenant's Gross Receipts for the preceding calendar year (or portion thereof) which statement shall conform to, and be in accordance with, generally accepted accounting principles, consistently applied, and shall be certified to Landlord by an officer of Tenant. Simultaneously with the submission of such certified statement, Tenant shall pay to Landlord the amount of any Percentage Rent due but not yet paid for the preceding calendar year (or portion thereof). If the amount of Percentage Rent payable for such calendar year (or portion thereof) is less than the amount actually paid by Tenant as Percentage Rent for such calendar year (or portion thereof), then the excess shall be credited against the amount of Percentage Rent thereafter becoming due and payable by Tenant under this Lease or, if no further calendar year remains, refunded to Tenant. Tenant shall cause any subtenant, concessionaire or licensee of Tenant to submit similar quarterly statements and annual audited statements to Landlord and Tenant; provided, however, that nothing in this sentence shall be construed as limiting Tenant's obligations specified in this Section.

(f) In order to enable Landlord to verify the amount of Percentage Rent payable hereunder, Tenant shall keep, maintain (and shall cause each subtenant, assignee, licensee or concessionaire to keep and maintain) at Tenant's corporate office in Secaucus, New Jersey, and update on a monthly basis, true, correct and complete books of account and records with respect to all operations of the business conducted in the Premises, including the recording of Tenant's Gross Receipts, the receipt of all merchandise into the Premises and the delivery of all merchandise from the Premises. All such books and records shall be kept in accordance with generally accepted accounting principles, consistently applied, and shall be segregated from all other matters. Tenant shall cause all business upon the Premises to be operated so that a sales slip, invoice or cash register receipt shall be issued for each such sale or other transaction, whether for cash, credit or exchange. All such books, records, and other documentation pertaining to the business conducted in the Premises during any calendar year during the Lease Term shall be kept and maintained for at least two (2) years after the end of such calendar year.

(g) At any time or from time to time after thirty (30) days advance written notice to Tenant, Landlord or its agents and accountants, shall have the right to make any examination or audit of the books, records (of Tenant and of any licensee, subtenant or concessionaire of Tenant) which Tenant is required to retain. If any such audit or inspection shall disclose that Percentage Rent payable for any period of time exceeds Percentage Rent theretofore paid by Tenant for such period, then Tenant shall pay as additional rent hereunder the amount of such excess plus interest thereon at the Default Rate for such period. In addition, if such excess liability equals or exceeds five percent (5%) of Percentage Rent paid for such period, then Tenant shall be pay as additional rent for the cost of such examination or audit. Tenant shall pay the reasonable cost of such audit within ten (10) days after Tenant's receipt of a statement therefor. The acceptance by Landlord of payments of Percentage Rent or statements thereof shall be without prejudice, and shall not constitute a waiver of Landlord's rights either to claim a deficiency in the payments of Percentage Rent or to audit Tenant's books and records.

(h) If Tenant fails to keep accurate books and records in accordance with subsection (f) above, and if Landlord is therefore unable to conduct to the examination or audit referred to in subsection (e) above, then Tenant agrees that Landlord shall have been deprived of an important right under this Lease and, accordingly, will suffer damages in an amount which is not readily ascertainable. Therefore, Landlord, in addition to any other remedy which Landlord may have under this Lease, at law or in equity, shall have the right, at its option, to collect from Tenant as

additional rent, and as liquidated damages and not as a penalty, an amount equal to the amount of Percentage Rent which would otherwise have been payable by Tenant for the period(s) in question based upon the amount of Percentage Rent paid by Tenant during the same period in the prior calendar year or the immediately preceding period, whichever is greater..

(i) Intentionally Deleted.

(j) Nothing contained in this Lease shall be construed to indicate any intention or attempt on the part of Landlord to restrict the price at which Tenant may sell any goods or services permitted to be sold under this Lease.

4.3 Whether or not Percentage Rent is due under this Lease, Tenant shall deliver to Landlord, not later than twenty (20) days after the end of each calendar month, sales reports that summarize the monthly sales of Tenant's business for the immediately preceding month. Such reports shall be kept confidential and shall be used for Landlord's informational purposes only. In the event that Tenant fails to deliver to Landlord such reports as required above and such failure continues for more than fifteen (15) days from and after the date Landlord provides Tenant with written notice of such failure, then, in addition to any other rights or remedies available to Landlord, Tenant shall pay to Landlord a late charge equal to One Hundred Dollars (\$100.00) per month, commencing during the calendar month in which such failure occurs and imposed repeatedly thereafter on the first day of each subsequent calendar month if such failure continues to exist on such day.

4.4 All sums payable by Tenant under this Lease, whether or not stated to be Minimum Rent, Percentage Rent (if applicable) or additional rent, shall be paid to Landlord in legal tender of the United States, without set off, deduction or demand, except as otherwise specifically provided to the contrary in this Lease, at the Address for Notices to Landlord. If Landlord shall at any time accept rent after it shall have become due and payable, such acceptance shall not excuse a delay upon subsequent occasions or constitute a waiver of any of Landlord's rights hereunder.

ARTICLE V

UTILITIES

5.1 Tenant, at its own expense, shall arrange with the appropriate utility companies for the provision of water, electricity, gas and telephone service to the Premises from and after the Lease Commencement Date. Tenant shall pay to the appropriate utility companies all charges for such utilities consumed in the Premises as and when such charges become due and payable. Landlord hereby confirms that electricity is separately metered to the Premises.

5.2 If Landlord furnishes any water sewer or other utility services ("Utilities") to the Premises, Tenant's charges for such Utilities shall not exceed the charges which Tenant would pay if Tenant were to purchase such Utilities directly from the public utility servicing the area in which the Premises is located.

5.3 Landlord shall not discontinue furnishing any Utilities to Tenant until Tenant shall receive such Utility from an alternate source of supply. If Landlord shall voluntarily effectuate a change in the supply of any Utility, whether by electing to provide a Utility previously furnished by the public utility or some other source, or by discontinuing a Utility previously furnished by Landlord, Landlord shall pay all costs in connection with such change.

5.4 Tenant shall have the right to use all existing wires, feeders, risers, lines, conduits and other utility equipment in the Leased Premises at no cost to Tenant.

ARTICLE VI

COMMON EXPENSES

6.1 As additional rent for the Premises, Tenant shall pay to Landlord Tenant's pro rata share of the Common Expenses (as defined in Section 6.2) incurred by Landlord in the operation of the Property during each calendar year falling entirely or partly within the Lease Term. If the Property includes (or will include) more than one building, then Tenant shall pay its pro rata share of the Common Expenses reasonably allocated by Landlord to the building in which the Premises is located.

6.2 The term "Common Expenses" shall mean the sum of Common Area Costs, Insurance Costs and Real Estate Taxes, as follows:

(a) The term "Common Area Costs" shall mean the following costs and expenses relating to the Property: (1) the costs of operating, maintaining, repairing, lighting, cleaning and landscaping the Property and facilities located thereon (including, but not limited to, repair and replacement of the roof of any building and any signage); (2) gas, electricity, water, sanitary sewer, storm sewer and other utility charges (including surcharges) of every type and nature for services provided to the common and public areas of the Property; (3) the costs of service and maintenance contracts; (4) personnel costs, including, but not limited to, salaries, wages, fringe benefits and other direct costs of engineers, superintendents, watchmen, porters and any other Property personnel; (5) all other maintenance and repair expenses and supplies which are deducted by Landlord in computing its Federal income tax liability for the Property; (6) depreciation (on a straight line basis over the useful life) of all capital expenditures made by Landlord to repair, maintain or improve the Property (excluding initial capital expenditures incurred in constructing the Property); (7) costs and expenses incurred in connection with maintaining federal, state or local government ambient air and environmental standards and the cost of all materials, supplies and services purchased or hired therefor; (8) depreciation of machinery and equipment owned by Landlord and used in connection with the

operation, maintenance and repair of the common and public areas of the Property, or the rental charges for such machinery and equipment; and (9) an overhead cost equal to fifteen percent (15%) of total Common Area Costs (excluding Real Estate Taxes, Insurance Costs and excluding initial costs of equipment properly chargeable to capital account and original costs incurred in constructing such common areas); it being expressly agreed that the foregoing fee shall be the only administrative and management fee in connection with Common Area Costs. Common Area Costs shall not include: (i) the initial cost of any construction of the Property or any part thereof; (ii) costs for any items which under generally accepted accounting principles would be capitalized, depreciated, or amortized (whether or not said items are leased, financed and/or purchased); (iii) salary, employee benefits and payroll taxes for off-site, executive or managerial personnel, support staff and office expenses; (iv) brokerage fees and commissions incurred in connection with the sale or leasing of space in the Property; (v) such portion of any expense for which Landlord is entitled to reimbursement by insurance proceeds, condemnation awards, other tenants, or any other source; (vi) cost of performing additions, alterations, improvements or individual services for other tenants or vacant or vacated space; (vii) any payment required in connection with any debt or ground lease encumbering the Property, (viii) costs and expenses of enforcing lease provisions against other tenants in the Property, including legal fees; (ix) expenses resulting from a violation of Landlord of the terms of any lease of space in the Property or of any ground lease or mortgage to which this Lease is subordinate; (x) the repair of any part of the Common Area that was inadequately designed or defectively constructed; (xi) all costs associated with the removal and clean up of hazardous wastes and toxic substances; (xii) costs associated with one or a specific group of tenants from which all tenants do not benefit; (xiii) mark-up on utilities bought in bulk and distributed to tenants; (xiv) construction of barricades for vacant stores; (xv) mark-up on utilities bought in bulk and distributed to tenants; and (xvi) costs associated with one or a specific group of tenants from which all tenants do not benefit (including, but not limited to, the food court, if any). In addition, and notwithstanding anything to the contrary, before computing Tenant's pro-rata share of Common Expenses, Landlord shall deduct net income, if any, derived from any services provided by Landlord which are included in Common Expenses and for which Landlord receives a fee.

(b) The term "Insurance Costs" shall mean premiums incurred by Landlord with respect to casualty, rent loss, liability and all other insurance for the Property.

(c) The term "Real Estate Taxes" shall mean (1) all real estate taxes, including general and special assessments, if any, which are imposed upon Landlord or assessed against the Property, (2) any other present or future taxes or governmental charges that are imposed upon Landlord, or assessed against the Property which are in the nature of, or in substitution for, real estate taxes, including, but not limited to, any tax levied on or measured by the rents payable by tenants of the Property, and (3) costs (including attorneys' fees) incurred in reviewing, protesting or seeking a reduction of real estate taxes to the extent the same results in a net savings to Tenant. Real Estate Taxes payable by Tenant as provided for herein shall not include any interest or penalties imposed by the assessing authority except if arising as a result of Tenant's late payment of Tenant's pro rata share thereof. Taxes allocable to the Property shall not include taxes on any unimproved parcels of land.

6.3 Tenant's pro rata share with respect to Common Expenses shall be a fraction, the numerator of which shall be the number of square feet of leasable area in the Premises, and the denominator of which shall be the total number of square feet of gross leasable area at the Property (whether vacant or occupied).

6.4 Tenant shall make estimated monthly payments to Landlord on account of the Common Expenses that are expected to be incurred during each calendar year. The amount of such monthly payments shall be determined as follows: At the beginning of the Lease Term and at the beginning of each calendar year thereafter, Landlord shall submit to Tenant a statement setting forth Landlord's reasonable estimation of the Common Expenses that are expected to be incurred during such calendar year (or portion thereof) and the computation of Tenant's pro rata share of such estimated Common Expenses. Tenant shall pay to Landlord on the first day of each month following receipt of such statement an amount equal to one-twelfth (1/12) of Tenant's pro rata share of such estimated Common Expenses (determined on an annual basis without proration pursuant to Section 6.5). Within approximately one hundred twenty (120) days after the expiration of each calendar year (including the calendar year during which the Lease Term expires or is earlier terminated in accordance with this Lease), or as soon thereafter as is feasible, Landlord shall submit to Tenant a statement showing (a) Tenant's pro rata share of the Common Expenses during the preceding calendar year, and (b) the aggregate amount of the estimated payments, if any, made by Tenant on account of such Common Expenses. Landlord shall grant Tenant a credit equal to such net overpayment, which credit shall be applied first to any arrearages, then to any estimated payments of Common Expenses next due, and, if no estimated payments are next due, then Landlord shall pay Tenant the amount of such credit. At the expiration of the Lease Term, Landlord shall refund to Tenant any overpayment of the Common Expenses. If such statement indicates that the aggregate amount of such estimated payments, if any, exceeds Tenant's actual liability with respect to such Common Expenses, Tenant shall deduct the net overpayment from its next estimated payment(s) pursuant to this Article. If such statement indicates that Tenant's actual liability with respect to such Common Expenses exceeds the estimated payments, if any, made by Tenant, then Tenant shall pay to Landlord the amount of such excess as additional rent due hereunder.

6.5 If the Lease Term commences or expires on a day other than the first day or the last day of a calendar year, respectively, then the Common Expenses to be paid by Tenant for such calendar year shall be apportioned by multiplying Tenant's pro rata share of such Common Expenses for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year falling within the Lease Term, and the denominator of which is three hundred sixty-five (365).

6.6 Notwithstanding anything to the contrary set forth in this Article VI, in no event shall the Common Area Costs payable by Tenant in any Lease Year (exclusive of utilities, weather related services and insurance) increase by more than one hundred eight percent (108%) from the Common Area Costs paid by Tenant (exclusive of utilities, weather related services, security and insurance) in the immediately preceding Lease Year.

6.7 Tenant or Tenant's agent, at its sole cost, shall have the right, but not more than once per Lease Year upon not less than twenty (20) days prior written notice to Landlord, to audit Landlord's books, records and computations

with respect to Common Expenses, and Landlord shall retain such books, records and computations for at least two (2) years following the period to which they relate. If the audit discloses that any payment by Tenant for the period audited was not correct, and Landlord agrees with this finding, then Tenant shall immediately pay to Landlord the amount of the under payment as disclosed by the audit, or Landlord shall immediately refund Tenant the amount of any over payment as disclosed by the audit. In addition, if the audit discloses an overpayment by Tenant in excess of five percent (5%) of the amount of Tenant's pro rata share of Common Expenses charged to Tenant, then Landlord shall reimburse Tenant's reasonable audit cost. If the audit discloses that any payment of Common Expenses made by Tenant for the period audited was not correct, and Landlord disputes this finding, then Tenant shall submit the matter for review by an independent local or national accounting firm that (i) is reasonably acceptable to both Landlord and Tenant, (ii) is not compensated for its audit services on the basis of a percentage of any findings of an overcharge for Common Expenses, and (iii) signs a confidentiality agreement in form and substance reasonably acceptable to Landlord (a "Qualified Auditor"). Promptly upon receipt of the Qualified Auditor's written findings, Tenant shall pay to Landlord any additional amount due Landlord as disclosed by such findings, or Landlord shall refund Tenant the amount of any overpayment as disclosed by such findings. In addition, if the written findings of the Qualified Auditor disclose an overpayment by Tenant in excess of five percent (5%) of Tenant's pro rata share of Common Expenses properly chargeable to Tenant, then Landlord shall reimburse Tenant's cost for the Qualified Auditor.

ARTICLE VII

COMMON AREAS

7.1 Landlord shall operate and maintain, or shall cause to be operated and maintained, the common or public areas of the Property in a manner deemed by Landlord to be appropriate, as determined by Landlord in its reasonable business judgment and in the best interests of the Property. Landlord shall have the right, without Tenant's consent, to: (a) enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of such common or public areas; (b) close any or all portions of such common or public areas; (c) make or permit changes or revisions in such common or public areas; (d) construct improvements in such common or public areas; and (e) do and perform such other acts in and to such common or public areas as Landlord shall determine to be advisable in its reasonable business judgment. Notwithstanding the foregoing, Landlord shall not undertake any changes to the Property which will materially adversely interfere with access to or visibility of the Premises. Provided Tenant is open and operating the Premises for business to the public in accordance with the provisions of this Lease and notwithstanding anything to the contrary, if as a result of: (a) Landlord's making of any repairs to the Premises; or (b) Landlord's performing of any repairs, additions, alterations, renovations, reconfigurations or improvements in or to the Property (including excavations); or (c) Landlord's failure to supply any utility (if Landlord shall supply such utility); or (d) Landlord's removal of Hazardous Materials (as defined in Section 8.6 hereof) from the Premises; there is a material interference with Tenant's ability to conduct its business in the Premises (any such actions being hereinafter referred to as an "Interference") and Tenant closes the Premises for business to the public for seventy-two (72) hours, Tenant shall provide written notice to Landlord of the same, and all payments of Minimum Rent and all additional rent shall be abated from and after such seventy-two (72) hour period until such Interference ceases.

7.2 The normal hours of operation of the Property will be 10:00 a.m. to 9:00 p.m. Monday through Saturday and 12:00 noon to 5:00 p.m. on Sunday. Landlord shall not be obligated to maintain or operate the Property at times other than the normal hours of operation of the Property unless special arrangements are made in advance by Tenant. If any common or public areas of the Property are kept open or services provided beyond the normal hours of operation of the Property as a result of Tenant's operation of the Premises beyond such normal hours, then Tenant shall pay as additional rent due hereunder all additional costs incurred by Landlord by reason of keeping such facilities open for extended hours.

7.3 Landlord agrees that there shall be no buildings, structures, barriers or the like constructed on the common areas of the Property within Tenant's "Protected Area", which area is designated by vertical lines on EXHIBIT A.

7.4 Tenant shall contract with its own trash removal contractor for the removal of trash from the Premises.

ARTICLE VIII

USE OF PREMISES

8.1 Tenant shall use and occupy the Premises solely for the Permitted Use of the Premises and for no other use or purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant acknowledges and agrees that the Permitted Use of the Premises has been defined to achieve a balanced and diversified group of tenants, merchandise and services at the Property. Tenant acknowledges that Landlord has or may have agreed that certain uses shall be prohibited at the Property and/or has or may have granted to various tenants at the Property the right to use their premises for exclusive purposes which no other tenants at the Property may perform and which exclusive and prohibited uses are more particularly described on Exhibit E attached hereto (the "Exclusive and Prohibited Uses"). Tenant covenants that, notwithstanding anything herein to the contrary, and in no way limiting the restrictions on Tenant's Permitted Use of the Premises more fully set forth in Section 1.1(m), hereinabove, Tenant shall in no event use the Premises for an Exclusive or Prohibited Use. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will violate Tenant's certificate of occupancy or that shall constitute waste, or nuisance to Landlord or other tenants or users of the Property. Tenant shall comply with all present and future laws, ordinances (including zoning ordinances and land use requirements), regulations and orders concerning the use, occupancy and condition of the Premises for Tenant's intended use thereof and all machinery, equipment and furnishings therein, all of which shall be complied with in a timely manner at Tenant's sole cost and expense. It is expressly understood that if any present or future law, ordinance, regulation or order requires

an occupancy or use permit or license for the Premises or the operation of any business conducted therein, Tenant shall obtain and keep current such permit or license at Tenant's own expense and shall promptly deliver a copy thereof to Landlord. Use of the Premises is subject to all covenants, conditions and restrictions of record.

8.2 Tenant, its successor(s), sublessee(s) or assign(s) shall not directly or indirectly engage in any business similar to or in competition with the business being conducted in the Premises within one (1) mile of the Property, except for any store owned by Tenant which is open for business and in operation within such area prior to the date hereof and except for: (i) King Shopping Center on Martin Luther King Boulevard, N.E., Washington, D.C., (ii) The Cordish project located at the former U.S. Air Arena, Largo, MD and (iii) the retail properties located at Minnesota and Benning Roads, N.E. Washington, D.C.. For purposes of this Section only, the term "Tenant" is defined and shall include all of the following persons and entities: (a) the person(s) and entities defined as Tenant; (b) if Tenant is a corporation, all officers, directors and principal shareholders of Tenant and their respective spouses and children; (c) if Tenant is a partnership or other unincorporated entity, all partners, trustees, beneficiaries or members of such entity and their respective spouses and children; and (d) all corporations or other entities in which Tenant or its officers, directors, principal shareholders, partners, members or other principals shall have any substantial interest.

8.3 Throughout the Lease Term, Tenant shall (a) use the Premises in a first-class and reputable manner for the Permitted Use of the Premises; (b) keep the Premises fully fixtured, fully stocked with each type of merchandise sold in the conduct of its business and fully staffed with adequately trained personnel, as determined by Tenant in its reasonable business judgment; (c) keep the Premises open for business during the normal hours of operation of the Property; and (d) abide by and observe the rules and regulations specified in Section 16.1, and Landlord agrees to apply such rules and regulations in a nondiscriminatory manner among all tenants. Tenant shall warehouse, store and stock in the Premises only such goods, wares and merchandise as Tenant intends to offer for retail sale at, in, from or upon the Premises. Tenant shall not use more than thirty percent (30%) of the number of square feet of gross leasable area in the Premises for such warehouse, storage or stock purposes. Tenant shall use for office, clerical or other non selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business in the Premises. Notwithstanding anything to the contrary, if at any time during the Lease Term, Tenant or its successor(s), sublessee(s) or assign(s) ceases operations in the Premises for a continuous period of three (3) months for reasons other than (a) an event of force majeure (as defined in Section 25.20 below) or (b) casualty, condemnation or remodeling of the Premises, then Landlord shall have the right to terminate this Lease on thirty (30) days advance written notice to Tenant. In the event Landlord so elects to terminate this Lease, this Lease shall terminate on the date set forth in Landlord's termination notice; however, the obligations of Tenant set forth in Section 8.2 hereof shall survive any such termination of this Lease until the earlier to occur of: (i) one (1) year following such termination or (2) the expiration date of the then current term of this Lease.

8.4 Tenant's trade name, as used by Tenant for identification of the business operated in the Premises as of the date hereof, shall be Tenant's Trade Name. Except as otherwise provided in Section 1.1 hereof, Tenant shall not change Tenant's Trade Name without the prior written consent of Landlord, which consent shall not be unreasonably withheld. If requested by Landlord, Tenant shall refer to the common name of the Property in all advertisements which designate the location of the Premises.

8.5 Tenant shall pay before delinquency any business, rent or other taxes that are now or hereafter levied, assessed or imposed upon Tenant's use or occupancy of the Premises, the conduct of Tenant's business at the Premises, or Tenant's equipment, fixtures, furnishings, inventory or personal property. If any such taxes are enacted, changed or altered so that any of such taxes are levied against Landlord, or the mode of collection of such taxes is changed so that Landlord is responsible for collection or payment of such taxes, then Tenant shall pay as additional rent due hereunder the amount of any and all such taxes.

8.6 Tenant shall not cause any Hazardous Materials to be generated, used, stored or disposed of in or about the Property. Hazardous Materials shall mean (a) "hazardous wastes", as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, (b) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, (c) "toxic substances", as defined by the Toxic Substances Control Act, as amended from time to time, (d) "hazardous materials", as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil or other petroleum products, and (f) any substance whose presence could be detrimental to the Property or hazardous to health or the environment. Notwithstanding the termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against any damage, injury, loss, liability, charge, demand or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, stored or disposed of by Tenant, its agents or employees in or about the Property, after the Lease Commencement Date.

8.7 To the best of Landlord's actual knowledge, without independent inquiry, Landlord represents that there are no Hazardous Materials in and upon the Premises. Landlord shall indemnify Tenant and hold Tenant harmless from and against any damage, injury, loss, liability, charge, which Tenant incurs or suffers by reason of the presence or removal of, or failure to remove Hazardous Materials that are in or about the Property which have not been brought onto the Property by Tenant, its agents or employees.

8.8 Notwithstanding anything to the contrary, if at any time during the Lease Term, the supermarket tenant currently known as "Safeway", or a replacement tenant thereof, shall close its premises for business at the Property for any reason, including a fire or other casualty to the Safeway premises ("the "Safeway Premises"), this Lease shall remain in full force and effect and Tenant shall continue to pay Minimum Rent, Percentage Rent and Additional Rent required to be paid under this Lease. However, at the commencement of the fifth (5th) full calendar month after the date upon which Safeway ceases operation in the Safeway Premises and provided that a supermarket shall not have opened (or Safeway shall not have re-opened) for business in the Safeway Premises or elsewhere at the Property, and provided further that Tenant is open and operating the Premises for business to the public in accordance with the provisions of this Lease, Tenant may elect to pay percentage rent (in lieu of Minimum Rent and Percentage Rent) and Additional Rent until the earlier to occur of: (i) the date upon which a supermarket tenant has opened (or Safeway has reopened) in the Safeway Premises or elsewhere at the Property (the "Tenant Replacement Date") or

eighteen (18) months from the date upon which Tenant elects to pay percentage rent (in lieu of Minimum Rent) and Additional Rent (the "Anniversary Date"). In the event Tenant elects to pay percentage rent (in lieu of Minimum Rent and Percentage Rent), Tenant shall pay to Landlord monthly payments of percentage rent equal to five percent (5%) of Tenant's monthly Gross Receipts (as defined in Section 5.1 of the Lease) based on a sales breakpoint of zero (\$.00) dollars, and each such payment shall be due and payable within twenty (20) days following the end of each calendar month accompanied by a statement of Gross receipts until the earlier to occur of: (i) the Tenant Replacement Date or (ii) the Anniversary Date. In the event that Safeway shall not have reopened for business in the Safeway Premises or elsewhere at the Property by the Anniversary Date, Tenant shall have the right to elect to terminate this Lease upon thirty (30) days written notice to Landlord, which notice must be given within thirty (30) days of the Anniversary Date. In the event Tenant does not exercise its right to so terminate the Lease within the aforesaid thirty (30) day period, Tenant shall be deemed to have elected to recommence the payment of Minimum Rent, Percentage Rent and Additional Rent as of the Anniversary Date and Tenant's right to terminate the Lease shall become null and void and of no further force and effect.

ARTICLE IX

ASSIGNMENT AND SUBLETTING

9.1 Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein or sublet all of the Premises, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall not sublet, rent or permit any concessionaire, licensee or anyone else to occupy or use part of the Premises, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, subject to Landlord's rights pursuant to this Section and Sections 9.3, 9.5 and 9.6, and provided Tenant is not in default under this Lease. In no event whatsoever may Tenant assign the Lease or sublet the Premises or any portion thereof to any other tenant or subtenant at the Property. No assignment or transfer of this Lease or the right of occupancy hereunder may be effectuated by operation of law or otherwise without the prior written consent of Landlord. The consent by Landlord to any assignment, subletting or occupancy shall not be construed as a waiver or release of Tenant from liability for the performance of any covenant or obligation to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee, subtenant or occupant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease. Landlord's consent to any assignment, subletting or occupancy shall not be construed as relieving Tenant or any assignee, subtenant or occupant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment, subletting or occupancy. For any period during which Tenant is in default hereunder, Tenant hereby assigns to Landlord the rent due from any assignee, subtenant, licensee, concessionaire or occupant of Tenant and hereby authorizes each such assignee, subtenant or occupant to pay said rent directly to Landlord. In connection with Tenant's request for Landlord to give its consent to any assignment, mortgage or other transfer, or sublease or other occupancy, Tenant shall pay to Landlord, as additional rent hereunder, the sum of Five Hundred and 00/100 Dollars (\$500.00).

9.2 If Tenant is a partnership, then any dissolution of Tenant or a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of Section 9.1. If Tenant is a corporation, then any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest of the capital stock of Tenant, shall be deemed a voluntary assignment of this Lease.

9.3 If at any time during the Lease Term Tenant desires to transfer, assign or sublet all or part of the Premises, then in connection with Tenant's request to Landlord for Landlord's consent thereto, Tenant shall give notice to Landlord in writing ("Tenant's Request Notice") of the identity of the proposed assignee or subtenant and its business, the terms of the proposed assignment or subletting, the commencement date of the proposed assignment or subletting (the "Proposed Sublease Commencement Date"), and the area proposed to be assigned or sublet (the "Proposed Sublet Space").

9.4 Intentionally Deleted.

9.5 If any sublease, assignment or other transfer (whether by operation of law or otherwise) provides that the subtenant, assignee or other transferee thereunder is to pay any amount in excess of the rental and other charges due under this Lease, whether such excess be in the form of an increased monthly or annual rental, a lump sum payment, payment for the sale, transfer or lease of Tenant's fixtures, leasehold improvements, furniture and other personal property, or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro-rata basis), Landlord shall be paid any such excess or other premium applicable to the sublease, assignment or other transfer; it is understood and agreed, however, that acceptance of any payments by Landlord hereunder shall not be deemed to constitute approval by Landlord of any sublease, assignment or other transfer, nor shall such acceptance waive any rights of Landlord hereunder. Any such premium shall be paid by Tenant to Landlord as additional rent upon such terms as shall be specified by Landlord and in no event later than ten (10) days after any receipt thereof by Tenant. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease, assignment or other transfer. Any sublease, assignment or other transfer shall, at Landlord's option, be effected on forms supplied or approved by Landlord.

9.6 All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any subtenant, assignee, licensee, concessionaire or occupant of Tenant, and Tenant shall cause such persons to comply with such restrictions and obligations.

9.7 Notwithstanding anything to the contrary, Tenant may assign this Lease or sublet the entire Leased Premises without Landlord's prior approval (but notice to Landlord within thirty (30) days after such assignment or sublease) to: (a) a parent, affiliate or wholly-owned subsidiary of Tenant or of Tenant's parent company, or (b) a successor to Tenant by way of merger, consolidation or corporate reorganization, private placement or by the purchase of all or

a portion of the assets or shares of stock of Tenant, or in connection with the sale of at least five (5) stores of a chain trading under the same trade name as Tenant, provided (i) any such assignee or sublessee assumes in writing the performance and observance of all the terms, covenants and conditions of this Lease; (ii) any such assignee or sublessee agrees in writing to continue to occupy the Premises in accordance with all provisions of this Lease, including without limitation provisions regarding the use and operation of the Premises; and (iii) a copy of the sublease or assignment and assumption agreement is delivered to Landlord.

9.8 Notwithstanding anything to the contrary, it shall not be deemed an assignment of this Lease and Landlord's consent shall not be required (regardless of any resulting change of control of Tenant) in the event that Tenant or its parent company, subsidiary or affiliate becomes a publicly traded company whose outstanding voting stock is listed on a "national securities exchange," as defined in the National Securities Exchange Act of 1934 or in the event of a private placement or sale of stock of Tenant or its parent company, subsidiary or affiliate.

9.9 Tenant may permit up to fifteen (15%) percent of the gross leasable area of the Premises to be occupied by concessionaires without Landlord's consent provided that the sales of such concessionaires are included in Gross Sales. The Minimum Rent and additional rent received from such concessionaires, however, shall be excluded from Gross Sales.

ARTICLE X

MAINTENANCE AND REPAIRS

10.1 Tenant, at Tenant's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Premises that are necessary or desirable to keep the Premises in first class condition and repair, in a safe and tenantable condition, and otherwise in accordance with the requirements of this Lease. Tenant shall maintain all fixtures, furnishings and equipment located in, or exclusively serving, the Premises in a clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto. Tenant shall suffer no waste or injury to any part of the Premises, and shall, at the expiration or earlier termination of the Lease Term, surrender the Premises in an order and condition equal to or better than their order and condition on the Lease Commencement Date, ordinary wear and tear excepted. Without limitation of the generality of the foregoing, Tenant, at Tenant's sole cost and expense, shall promptly make all repairs and replacements to (a) any pipes, lines, ducts, wires or conduits contained within the Premises and exclusively serving the same, (b) Tenant's signs, (c) any heating, air conditioning, electrical, ventilating or plumbing equipment exclusively serving the Premises, (d) all glass, window panes and doors, and (e) any other mechanical systems exclusively serving the Premises. Tenant shall be responsible, at Tenant's sole expense, for providing all janitorial and cleaning and pest and termite control services for the Premises. All such services shall be provided in accordance with standards customarily maintained for similar first class properties, and Tenant shall maintain, at Tenant's sole cost and expense, service contracts therefor. Tenant shall maintain, at Tenant's sole cost and expense, a maintenance contract on the heating, ventilation and air conditioning equipment and systems in or exclusively serving the Premises. Such contract shall be with a contractor licensed to do business in the jurisdiction in which the Property is located and approved by Landlord, and shall cover all parts and labor. From time to time, at Landlord's request, Tenant shall provide copies of all maintenance and service contracts to Landlord. In addition, in the event Tenant fails to establish a regular inspection and maintenance program for all equipment to be maintained by Tenant in or exclusively serving the Premises and such failure is not remedied within thirty (30) days after Tenant's receipt of written notice of such failure, Landlord reserves the right to establish a regular inspection and maintenance program for all equipment maintained by Tenant and to provide all necessary or appropriate maintenance and repairs at Tenant's expense.

10.2 Tenant shall at all times keep the Premises in compliance with the Americans With Disabilities Act and its supporting regulations, and all similar federal, state or local laws, regulations and ordinances ("ADA") so long as such compliance is required as a result of Tenant's specific use of the Premises. If Landlord's consent would be required for alterations to bring the Premises into compliance, Landlord agrees not to unreasonably withhold its consent. Tenant shall indemnify and hold harmless Landlord from all loss, claims, suits, actions, and liability resulting from a violation of this Section 10.2.

10.3 Tenant shall not paint or decorate any part of the exterior of the Premises without first obtaining Landlord's prior written consent. Tenant shall install and maintain at all times, subject to the other provisions of this Lease, displays of merchandise in the show windows (if any) of the Premises.

10.4 Landlord shall promptly make necessary repairs to the exterior walls, foundation, roof structure and roof, floor slab and structural portions of the Premises and the building of which the Premises is a part and shall maintain in good repair all utility lines, pipes and conduits located outside of the Premises and all utility pipes and conduits traversing the Premises and not exclusively serving the same, if any.

ARTICLE XI

ALTERATIONS

11.1 Landlord is under no obligation to make any structural or other alterations, decorations, additions or improvements in or to the Premises or the Property except as set forth in EXHIBIT B or as otherwise expressly provided in this Lease.

11.2 Tenant will not make or permit anyone to make any alterations, additions, improvements or other changes (hereinafter referred to collectively as "Alterations"), structural or otherwise, in or to the Premises or the Property, whether before or after the Lease Commencement Date, without the prior written consent of Landlord, which consent shall not be unreasonable withheld as to non structural Alterations but which may be withheld or granted in Landlord's

sole and absolute discretion with regard to any proposed structural Alterations. All Alterations shall be made: (a) in a good, workmanlike, first-class and prompt manner; (b) in accordance with plans and specifications approved in writing by Landlord; (c) in accordance with all applicable legal requirements and the requirements of any insurance company insuring the Property or portion thereof, if any; (d)) after Tenant has obtained and caused its contractors to obtain (i) broad form comprehensive general liability insurance, and (ii) worker's compensation insurance complying with the laws of the jurisdiction in which the Property is located (as the same may be amended from time to time), which insurance policies (and certificates evidencing such policies) shall contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer first giving Landlord or its managing agent at least thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action, shall cover every person who will perform any work with respect to such Alteration.. If any mechanics' or materialmen's lien (or a petition to establish such lien) is filed against the Premises, any equipment within the Premises, and/or the Property, for work claimed to have been done for, or materials claimed to have been furnished to, the Premises, such lien shall be discharged by Tenant within ten (10) days after Tenant's receipt from Landlord of notice thereof, at Tenant's sole cost and expense, by the payment thereof or by the filing of a bond acceptable to Landlord. In addition to the foregoing, all Alterations involving structural, and/or any roof-related work shall, at Landlord's option, be performed by Landlord's designated contractor at Tenant's expense. If Landlord gives its written consent to the making of any Alteration, such written consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises or the Property to any mechanics' or materialmen's liens which may be filed in connection therewith. Notwithstanding the foregoing, Landlord hereby approves Tenant's use of Tenant's standard interior décor for the Premises as shown on Exhibit G, attached hereto and made a part here. Notwithstanding anything to the contrary, subsequent to undertaking the initial Alterations in the Premises, which Alterations shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, the original Tenant under this Lease, or any Tenant affiliate, as defined in Section 9.7(a) hereof, shall have the right to make interior non structural Alterations to the Premises without obtaining Landlord's consent provided any such Alterations: (i) shall not adversely affect or interfere with any building systems including, but not limited to, the heating, ventilating air conditioning system, the plumbing system and electrical system, (ii) shall be consistent with Tenant's then current corporate standards for the interior design of Tenant's stores operating under the trade name utilized for the Premises, and (iii) shall be undertaken in accordance with all applicable laws, codes and ordinances. In addition, Landlord agrees to respond to Tenant's plans and specifications ("Tenant's Plans") for Tenant's initial Alterations to the Premises within ten (10) business days of Landlord's receipt of Tenant's Plans otherwise Tenant's Plans shall be deemed approved.

11.3 Except as otherwise provided to the contrary in Section 11.2 above, if any Alterations are made without the prior written consent of Landlord, Landlord shall have the right at Tenant's expense to remove and correct such Alterations and restore the Premises and the Property to their condition immediately prior thereto, or to require Tenant to do the same. All Alterations to the Premises or the Property made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Lease Term; provided, however, Tenant shall have the right to remove, prior to the expiration or earlier termination of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises solely at the expense of Tenant, and Tenant shall remove all Alterations in the Premises or the Property which Landlord had designated in writing for removal at the time Landlord approved any such Alterations. Tenant shall be responsible for all damage and injury to the Premises or the Property caused by such removal and Landlord shall have the right at Tenant's expense to repair such damage or injury or to require Tenant to do the same. If such furniture, furnishings and equipment are not removed by Tenant prior to the expiration or earlier termination of the Lease Term, the same shall become the property of Landlord and shall be surrendered with the Premises as a part thereof; provided, however, that Landlord shall have the right at Tenant's expense to remove from the Premises such furniture, furnishings and equipment and any Alteration which Landlord designates in writing for removal or to require Tenant to do the same. Notwithstanding the foregoing, Landlord hereby approves Tenant's use of Tenant's standard interior décor for Tenant's initial Alterations to the Premises as shown on Exhibit G, attached hereto and made a part here.

11.4 Notwithstanding anything to the contrary, decorative lighting and millwork installed in the Premises by Tenant shall be and remain the property of Tenant, and Tenant may remove the same at the expiration or sooner termination of this Lease. In addition, and notwithstanding anything to the contrary, all signage installed in and upon the interior and the exterior of the Premises shall be and remain the property of Tenant, and Tenant shall remove the same at the expiration or sooner termination of this Lease. Notwithstanding anything contained in this Lease to the contrary, Tenant may use such displays and fixtures in the Premises as Tenant deems desirable.

ARTICLE XII

SIGNS AND FURNISHINGS

12.1 No sign, advertisement or notice referring to Tenant shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior of the Property (including Tenant's windows and doors) without the prior written approval of Landlord, which consent shall not be unreasonably withheld. If any sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense. All initial signage requests and plans shall be delivered to Landlord not later than the thirtieth (30th) day after the date Tenant executes this Lease, and all initial signage which has been approved by Landlord shall be installed not later than the day Tenant opens for business at the Premises. If Tenant shall fail to timely install such signage in accordance with this Section, and such failure is not remedied within fifteen (15) days following the day Tenant opens for business in the Premises, then Tenant shall pay to Landlord, as liquidated damages for such failure, a sum equal to One Hundred and 00/100 Dollars (\$100.00) for each day of such failure. All of Tenant's signs shall be: (a) installed after Tenant has obtained, at Tenant's sole cost and expense, all permits and licenses required therefor, and delivered copies thereof to Landlord; and (b) at Tenant's sole cost and expense, installed, maintained, repaired and replaced in a first class manner, unless such repair is due to the negligence or willful misconduct of Landlord. Landlord reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Property, including without limitation the right during the one

hundred eighty (180) day period immediately prior to the expiration or earlier termination of the Lease Term to display a "For Lease" or similar sign on the exterior of the Premises. Landlord hereby approves Tenant's corporate colors, letterstyle and graphics as set forth in EXHIBIT D, attached hereto and made a part hereof, which Tenant shall utilize on all interior and exterior signage; it being expressly agreed, however, that all such signage must comply with all applicable laws, codes and ordinances. Notwithstanding anything to the contrary, in addition to Tenant's other signage, Tenant shall have the right, at its sole cost and expense (i) to install and maintain, from time to time, one or more professionally prepared signs on the interior of the Premises to advertise the business of Tenant and (ii) to place within the windows of the Premises, from time to time, professionally prepared signage indicating credit card acceptance, hours of operation, sale items and/or other similar signage directly related to the operation of Tenant's business.

ARTICLE XIII

INSPECTION BY LANDLORD

13.1 Tenant shall permit Landlord, its agents and representatives, and the holder of any Mortgage, to enter the Premises upon prior notice to Tenant (except in an emergency), without charge therefor and without diminution of the rent payable by Tenant, to examine, inspect and protect the Premises and the Property, to make such alterations and/or repairs as in the sole reasonable judgment of Landlord may be deemed necessary, or to exhibit the same to prospective tenants during the last one hundred eighty (180) days of the Lease Term. In connection with any such entry, Landlord shall endeavor to minimize the disruption to Tenant's use of the Premises.

ARTICLE XIV

INSURANCE

14.1 Tenant shall not conduct or permit to be conducted any activity, or place or permit to be placed any equipment or other item in or about the Premises or the Property, which shall increase the rate of fire insurance or other insurance on the Property. If any increase in the rate of fire insurance or other insurance is due to any activity, equipment or other item of Tenant, then (whether or not Landlord has consented to such activity, equipment or other item) Tenant shall pay as additional rent due hereunder the amount of such increase. The statement of any applicable insurance company or insurance rating organization (or other organization exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions) that an increase is due to any such activity, equipment or other item shall be conclusive evidence thereof. Notwithstanding the foregoing, to the best of Landlord's knowledge, Landlord hereby confirms and agrees that Tenant's Permitted Use shall not cause any increase in the cost of insurance to be obtained by Landlord for the Property.

14.2 (a) Throughout the Lease Term, Tenant shall obtain and maintain a policy of:

(1) Broad form commercial general liability insurance (written on an occurrence basis and including an endorsement for personal injury), products liability insurance, and, during all periods alcoholic beverages are dispensed or sold at the Premises, liquor liability insurance. Such commercial general liability insurance policy shall protect its insured against any liability which arises from any occurrence on or about the Premises or which arises from any matter against which Tenant is required to indemnify Landlord pursuant to Section 15.2 below. Such policies shall name Landlord, its managing agent and the holder of each Mortgage, as additional named insureds thereunder. Such insurance shall be in the minimum amount of Three Million and 00/100 Dollars (\$3,000,000.00) combined single limit per occurrence.

(2) All risk property insurance insuring one hundred percent (100%) of the full replacement cost of all Alterations, inventory, fixtures, equipment, personal property, floor coverings and furnishings installed in and located on the Premises. Such policy shall name Landlord and the holder of each Mortgage as additional named insureds. So long as this Lease shall remain in effect, any and all proceeds of such insurance shall be used only to repair or replace the insured items.

(3) Plate glass insurance, naming Landlord and the holder of each Mortgage as additional named insureds and loss payees and insuring against all risks, the full cost of repairing and/or restoring all of the plate glass in, at or about the Premises.

(4) Worker's compensation insurance, with a minimum limit as defined by the laws of the jurisdiction in which the Property is located (as the same may be amended from time to time) and employer's liability insurance.

(b) Each such policy shall: (i) be issued by a company which is licensed to do business in the jurisdiction in which the Property is located and which shall have a Best Rating of A or better; (ii) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss, and shall provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord, its partners, agents, employees, and representatives, in connection with any loss or damage covered by such policy; (iii) shall be reasonably acceptable in form and content to Landlord; (iv) shall be primary and non-contributory; and (v) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer's first giving Landlord at least thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action. Tenant shall deliver a certificate of such insurance (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord on or before the Lease Commencement Date and at least annually thereafter.

14.3 Throughout the Lease Term, Landlord shall maintain a policy of:

(1) Broad form commercial general liability insurance (written on an occurrence basis and including an

endorsement for personal injury). Such commercial general liability insurance policy shall protect its insured against any liability which arises from any occurrence on or about the Common Areas of the Property or which arises from any matter against which Landlord is required to indemnify Landlord pursuant to Section 15.2 below. Such insurance shall be in the minimum amount of Three Million and 00/100 Dollars (\$3,000,000.00) combined single limit per occurrence.

(2) All risk property insurance covering the Property in amounts at least equal to eighty percent (80%) of the replacement cost thereof.

14.4 . Landlord and Tenant mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms and conditions of this Lease, or in connection with insurance policies which they obtain insuring such insurable interest as Landlord or Tenant may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Landlord (and any mortgagee requested by Landlord) or Tenant as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived, and Landlord and Tenant each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person for which either party is required by this Lease to carry insurance.

ARTICLE XV

LIABILITY OF LANDLORD

15.1 Landlord, its employees and agents shall not be liable to Tenant, Tenant's employees, agents, invitees, assignees, subtenants, contractors, licensees, concessionaires (collectively, "Invitees"), or to any other person or entity for any damage (including indirect and consequential damage), injury, loss, or claim (including claims for the interruption of or loss to the business being conducted in the Premises) based on or arising out of any cause whatsoever (except as otherwise provided in this Section), including but not limited to the following: repair to any portion of the Premises or the Property; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or entity) of the heating, cooling, electrical, sewerage, or plumbing equipment or apparatus; termination of this Lease by reason of the destruction of the Premises or the Property; any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; actions of any other tenants of the Property or of any other person or entity; and leakage in any part of the Premises or the Property from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Property, or from drains, pipes or plumbing fixtures in the Premises or the Property. Any failure or inability to furnish any service required hereunder shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement of any rent payable hereunder, except as otherwise provided herein to the contrary. If any condition exists which may be the basis of a claim of constructive eviction, then Tenant shall give Landlord written notice thereof and a reasonable opportunity to correct such condition prior to any claim by Tenant that it has been constructively evicted. Any property placed by Tenant or any Invitee in or about the Premises or the Property shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. Notwithstanding the foregoing provisions of this Section, Landlord shall not be released from liability to Tenant for any physical injury to any natural person or damage to personal property caused by the negligence or willful misconduct of Landlord or its employees to the extent such injury or damage is not covered by insurance (a) carried by Tenant or such person, or (b) required by this Lease to be carried by Tenant; provided, however, that Landlord shall never have any liability with respect to claims for the interruption of or loss to the business being conducted in the Premises.

15.2 Tenant shall indemnify, defend upon request and hold Landlord, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees), losses and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of (i) use and occupancy of the Premises or the business conducted therein, (ii) any act or omission by Tenant or any Invitee, or (iii) any breach or default in the performance or observance of Tenant's covenants or obligations under this Lease. Landlord shall indemnify, hold harmless and defend Tenant from and against all costs, damages claims, liabilities and expenses (including reasonable attorneys' fees), losses and court costs suffered by or claimed against Tenant as a result of: (a) any accident occurring on or about the common areas of the Property; (b) the negligent or willful acts or omissions of Landlord, its agents or employees; or (c) any breach or default in the performance or observance of Landlord's covenants or obligations under this Lease.

15.3 If any landlord hereunder transfers the Property or such landlord's interest therein, said landlord shall not be liable to Tenant for any obligations or liabilities based on or arising out of events or conditions occurring on or after the date of such transfer. Within five (5) days after request, Tenant shall attorn to such transferee and execute, acknowledge and deliver any document submitted to Tenant confirming such attornment provided that Tenant's possession shall not be disturbed and such transferee shall assume the obligations of the Landlord under this Lease.

15.4 Tenant shall not have the right to set off or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sums payable to Landlord, except as otherwise provided herein to the contrary. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord. If Tenant or any Invitee is awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against the estate and interest of Landlord in the Property. No other asset of Landlord, any partner, director or officer of Landlord (collectively, "officer") or any other person or entity shall be available to satisfy or subject to such judgment, nor shall any officer or any other person or entity have personal liability for satisfaction of any claim or judgment against Landlord or any officer.

ARTICLE XVI

RULES AND REGULATIONS

16.1 Tenant and Invitees shall at all times abide by and observe the rules and regulations attached hereto as EXHIBIT C and incorporated by reference herein. In addition, Tenant and Invitees shall abide by and observe all rules or regulations that Landlord may promulgate from time to time for the operation and maintenance of the Property. Upon notice thereof to Tenant, all such rules and regulations shall be binding upon Tenant and enforceable by Landlord as if they were contained within this Section. Without limiting the generality of Landlord's right to promulgate rules and regulations, Landlord reserves the right to charge for parking on the Property in the case of third parties who are not customers or employees of Tenant. Nothing contained in this Lease shall be construed as imposing upon Landlord any duty or obligation to enforce such rules and regulations, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for the violation of such rules or regulations by any other tenant or its employees, agents, assignees, subtenants, invitees or licensees. Notwithstanding the foregoing, Landlord agrees that it shall apply the rules and regulations in a nondiscriminatory manner among all tenants.

ARTICLE XVII

DAMAGE OR DESTRUCTION

17.1 If the Premises or the Property are totally or partially damaged or destroyed thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall diligently restore and repair the Premises and the Property to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's reasonable business judgment such repairs and restoration cannot be completed within one hundred eighty (180) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), or if such damage or destruction occurred within thirty-six (36) months prior to the expiration of the Lease Term, then Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. Notwithstanding the foregoing, If the damage or destruction occurs within thirty-six (36) months prior to the expiration of the then current Term and Tenant has an option to extend this Lease, said option may be exercised within thirty (30) days of Landlord's notice of cancellation and said notice of cancellation shall be deemed null and void. Promptly thereafter, Landlord shall rebuild and/or restore the Premises to the condition required under this Lease. If this Lease is terminated pursuant to the preceding sentence, then Minimum Rent, Percentage Rent (if applicable) and additional rent payable pursuant to Article VI shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay Minimum Rent and additional rent pursuant to Article VI only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made; it being agreed that, subject to an event of force majeure, as defined in Section 25.20 hereof, Tenant shall not be required to pay Minimum Rent and additional rent until the earlier of: (i) the date upon which Tenant reopens the Premises for business to the public or (ii) seventy five (75) days following Landlord's completion of Landlord's restoration and repair of the Premises. If this Lease is not terminated as a result of such damage or destruction, then except as otherwise specified in Section 17.2, Landlord shall bear the costs and expenses of such repair and restoration of the Premises and the Property; provided, however, that if such damage or destruction was caused by the act or omission of Tenant or any Invitee, then Tenant shall pay to Landlord the amount by which such costs and expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction. Notwithstanding anything above to the contrary, Landlord shall have the right to terminate this Lease in the event (a) Landlord's insurance is insufficient to pay the full cost of such repair and restoration, (b) the holder of any Mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, or (c) zoning or other applicable laws or regulations do not permit such repair and restoration.

17.2 Notwithstanding anything above to the contrary, if Landlord repairs and restores the Premises as provided in Section 17.1, Landlord shall not be required to repair, restore or replace any decorations, alterations or improvements to the Premises previously made by Tenant or any trade fixtures, furnishings, equipment or personal property belonging to Tenant. It shall be Tenant's sole responsibility to repair, restore or replace all such items to substantially their same condition prior to such damage or destruction.

17.3 Notwithstanding anything to the contrary contained herein, if there is damage to or a destruction of the Property or the building in which the Premises is located that exceeds twenty-five percent (25%) of the replacement value of the Property or such building, then, whether or not the Premises are damaged or destroyed, Landlord shall have the right to terminate this Lease by written notice to Tenant within forty-five (45) days after the occurrence of such damage or destruction.

17.4 Intentionally Deleted.

17.5 If (a) the Premises is damaged by casualty, in whole or in part, during the last three (3) years of the Lease Term, or (b) if at any time during the Lease Term the Premises are destroyed by casualty, in whole or in part and Landlord shall not begin repair thereof within six (6) months of the date of the casualty or, (c) if Landlord has not completed the repair of any casualty within one (1) year of the date of the casualty, then Tenant shall have the right to terminate this Lease on thirty (30) days notice to Landlord.

17.6 Landlord shall not exercise any right that it may have to terminate this Lease unless it simultaneously terminates the leases of all other tenants at the Property similarly affected with respect to any such casualty.

17.7 If Landlord terminates this Lease in the event of a casualty to the Property and the Premises has not been damaged by such casualty, Landlord shall reimburse Tenant for Tenant's unamortized cost of its leasehold

additions, alterations, improvements, such amortization to be computed assuming a useful life equal to the term of this Lease (including any extension terms, if Tenant has exercised such extension(s) and assuming a straight line method of depreciation.

17.8 In the event of a casualty to the Premises, or the Property which results in Tenant being unable to operate in the Premises for the Permitted Use, the term of this Lease shall, at the option of Tenant, be extended for the period of time that Tenant shall be closed for business in the Premises.

ARTICLE XVIII

CONDEMNATION

18.1 If the whole or a substantial part (as hereinafter defined) of the Premises, or the use or occupancy of the Premises, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasigovernmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises, or if the use or occupancy of less than a substantial part of the Premises, is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), then this Lease shall continue in full force and effect as to the portion of the Premises not so taken or condemned, except that as of the date title vests in the governmental or quasi-governmental authority Tenant shall not be required to pay Minimum Rent, Percentage Rent (if applicable) and additional rent with respect to the portion of the Premises taken or condemned. For purposes of this Section, a substantial part of the Premises shall be considered to have been taken if twenty-five percent (25%) or more of the rentable area of the Premises is rendered unusable as a result of such condemnation.

18.2 All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages and compensation. Tenant agrees not to make any claim against Landlord or the condemning authority for any portion of such award or compensation attributable to damages to the Premises, the value of the unexpired Lease Term, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for relocation expenses and the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and which Tenant is entitled pursuant to Section 11.3 to remove at the expiration or earlier termination of the Lease Term, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

18.3 Notwithstanding anything to the contrary contained herein, if twenty-five percent (25%) or more of the Property or the building in which the Premises is located is taken, condemned, or sold under threat of such a taking, then, whether or not any portion of the Premises is condemned, Landlord shall have the right, in Landlord's reasonable business discretion, to terminate this Lease as of the date title vests in the governmental or quasi-governmental authority so long as Landlord terminates the leases of all other tenants at the Property who are similarly affected with respect to such condemnation.

ARTICLE XIX

DEFAULT

19.1 An Event of Default is: (a) Tenant's failure to make when due any payment of Minimum Rent, Percentage Rent (if applicable) or additional rent or other sum, which failure continues for a period of ten (10) days after Tenant's receipt of notice from Landlord of such failure; provided, however, Landlord shall not be required to provide more than two (2) such notices in any twelve (12) month period; (b) Tenant's failure to perform or observe any other covenant or condition, which failure continues for a period of twenty (20) days after written notice thereof to Tenant; provided, however, if such failure cannot be cured within said twenty day period then Tenant shall have such additional time as reasonably necessary to cure such failure so long as Tenant shall have commenced to cure the same within said twenty day period and thereafter diligently prosecutes such cure to completion; (c) an Event of Bankruptcy as specified in Article XX; or (d) a dissolution or liquidation of Tenant.

19.2 If there shall be an Event of Default, then the provisions of this Section shall apply, and Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may re-enter, using legal process, terminate Tenant's right of possession and take possession of the Premises. Landlord may proceed to recover possession of the Premises under applicable laws, or by such other legal proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, Tenant shall remain liable for all rent and other sums accrued through the later of termination of this Lease or Landlord's recovery of possession. Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Lease Term would have expired but for Tenant's default) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet all or any portion of the Premises or any failure by Landlord to collect any rent due upon such reletting. Whether or not this Lease is terminated, Tenant nevertheless shall remain liable for any Minimum Rent, Percentage Rent (if applicable), additional rent or damages which may be due or sustained prior to such default, all costs, fees and expenses (including, but not limited to, attorneys' fees, brokerage fees, expenses incurred in placing the Premises in first-class rentable condition, advertising expenses, and any concessions given to any successor tenant such as a rental abatement or an improvements allowance) incurred by Landlord in pursuit of its remedies hereunder and in renting the Premises to others from time to time. Tenant also shall be liable for additional damages which, at

Landlord's election, shall be either: (a) an amount equal to Minimum Rent, Percentage Rent (if applicable) and additional rent which would have become due during the remainder of the Lease Term, less the fair market rental value of the Premises discounted to present value which shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default. Separate suits may be brought to collect any such damages for any month(s), and such separate suits shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month(s), or Landlord may defer any suits until after the expiration of the Lease Term, in which event Tenant hereby agrees that suits shall be deemed not to have accrued until the expiration of the Lease Term; OR (b) an amount equal to the present value (as of the date of Tenant's default) of the Minimum Rent, Percentage Rent (if applicable), additional rent and other sums which would have become due under this Lease through the end of the scheduled Lease Term, which amount shall be payable to Landlord in a lump sum on demand. For purposes of this Section, present value shall be computed by discounting at a rate equal to two (2) whole percentage points below the prime rate published in The Wall Street Journal. Tenant shall pay all expenses (including attorneys' fees) incurred by Landlord in connection with any Event of Default provided Landlord is the prevailing party in any such action. The provisions contained in this Section shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for anticipatory breach of this Lease. Nothing herein shall be construed to affect or prejudice Landlord's right to prove, and claim in full, unpaid rent accrued prior to any termination of this Lease. Notwithstanding anything to the contrary, if Landlord or Tenant shall institute any suit or action against the other party in connection with the enforcement of their respective rights under this Lease, the non prevailing party shall reimburse the prevailing party for such party's reasonable expenses incurred in connection with such action including reasonable court costs and reasonable attorneys' fees.

19.3 All rights and remedies of Landlord set forth in this Lease are cumulative and in addition to all other rights and remedies available to Landlord at law or in equity (including, without limitation, specific performance of Tenant's obligations hereunder). The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by Landlord to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default by Tenant unless such waiver expressly is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

19.4 If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, then the same shall not constitute a waiver of the same or of any other covenant, condition or agreement set forth herein, nor of any of Landlord's rights hereunder. Neither the payment by Tenant of a lesser amount than the monthly installment of Minimum Rent, Percentage Rent (if applicable), additional rent or of any sums due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.

19.5 If Tenant fails to make any payment to any third party or to do any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, after written notice to Tenant and Tenant's failure to make such payment within five (5) days after Tenant's receipt of such notice, make such payment or do such act. The taking of such action by Landlord shall not be considered a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default. If Landlord elects to make such payment or do such act, then all expenses incurred by Landlord, plus interest thereon at a rate (the "Default Rate") equal to five (5) whole percentage points higher than the prime rate published in The Wall Street Journal, from the date incurred by Landlord to the date of payment thereof by Tenant, shall constitute additional rent due hereunder; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law.

19.6 If Tenant fails to make any payment of Minimum Rent, Percentage Rent (if applicable), additional rent or any other sum on or before the date such payment is due and payable (without regard to any grace period specified in Section 19.1), then Tenant shall pay to Landlord a late charge of three percent (3%) of the amount of such payment. In addition, such payment and such late fee shall bear interest at the Default Rate from the date such payment or late fee, respectively, became due to the date of payment thereof by Tenant; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law. Such late charge and interest shall constitute additional rent due hereunder. Notwithstanding anything to the contrary, on the first occasion in any twelve (12) month period that Tenant does not make a payment of Minimum Rent, Percentage Rent (if applicable) or any other sum due under the Lease at the time such payment is due, Landlord shall notify Tenant of such failure and no late charge shall be imposed with respect to such overdue payment so long as Tenant provides such payment to Landlord within ten (10) after receipt of Landlord's notice.

19.7 Landlord hereby waives any security interest it may have in any of Tenant's property located at the Premises that is created either by (i) statute in the state in which the Premises are located or (ii) pursuant to any other provision contained within this Lease

19.8 Tenant hereby expressly waives, for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law, including without limitation any such right which Tenant would otherwise have in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises as herein provided.

19.9 If more than one natural person or entity shall constitute Tenant, then the liability of each such person or

entity shall be joint and several. If Tenant is a general partnership or other entity the partners or members of which are subject to personal liability, then the liability of each such partner or member shall be joint and several.

19.10 Intentionally Deleted.

ARTICLE XX

BANKRUPTCY

20.1 An Event of Bankruptcy is: (a) Tenant, a Guarantor of Tenant becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant, a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within sixty (60) days after filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's, or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

20.2 Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available pursuant to Article XIX; provided, however, that while a case (the "Case") in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord's right to terminate this Lease shall be subject, to the extent required by the Bankruptcy Code, to any rights of Tenant or its trustee in bankruptcy (collectively, "Trustee") to assume or assign this Lease pursuant to the Bankruptcy Code. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (a) cures all defaults under this Lease, (b) compensates Landlord for damages incurred as a result of such defaults, (c) provides adequate assurance of future performance on the part of Tenant as debtor in possession or Tenant's assignee, and (d) complies with all other requirements of the Bankruptcy Code. If Trustee fails to assume or assign this Lease in accordance with the requirements of the Bankruptcy Code within sixty (60) days after the initiation of the Case, then Trustee shall be deemed to have rejected this Lease. Adequate assurance of future performance shall require that the following minimum criteria be met: (1) Tenant's Gross Receipts during the thirty (30) days preceding the Case must be greater than the next monthly installment of Minimum Rent due divided by the Percentage Rent Percentage; (2) both the average and median of Tenant's Gross Receipts (calculated on a monthly basis) during the seven (7) months preceding the Case must be greater than the next monthly installment of Minimum Rent due divided by the Percentage Rent Percentage; (3) Trustee must pay its estimated pro-rata share of the cost of all services performed or provided by Landlord (whether directly or through agents or contractors and whether or not previously included as part of Minimum Rent) in advance of the performance or provision of such services; (4) Trustee must agree that Tenant's business shall be conducted in a first-class manner, and that no liquidating sale, auction or other non-first-class business operation shall be conducted in the Premises; (5) Trustee must agree that the use of the Premises as stated in this Lease shall remain unchanged and that no prohibited use shall be permitted; (6) Trustee must agree that the assumption or assignment of this Lease shall not violate or affect the rights of other tenants of the Property; (7) Trustee must pay at the time the next monthly installment of Minimum Rent is due, in addition to such installment, an amount equal to the monthly installments of Minimum Rent, estimated Percentage Rent (if applicable) and additional rent due for the next six (6) months thereafter, such amount to be held as a security deposit; (8) Trustee must agree to pay, at any time Landlord draws on such security deposit, the amount necessary to restore such security deposit to its original amount; and (9) all assurances of future performance specified in the Bankruptcy Code must be provided.

ARTICLE XXI

SUBORDINATION

21.1 This Lease is subject and subordinate to the lien, provisions, operation and effect of all mortgages, deeds of trust, ground leases or other security instruments which may now or hereafter encumber the Property (collectively, "Mortgages"), to all funds and all indebtedness intended to be secured by such Mortgages, and to all and any renewals, extensions, modifications, recastings or refinancings thereof. The holder of any Mortgage to which this Lease is subordinate shall have the right (subject to any required consents or approvals of the holders of superior Mortgages, if any) at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage and Tenant agrees to execute all documents required by such holder in confirmation thereof. Notwithstanding the foregoing, Landlord hereby agrees that prior to entering into any Mortgage, Landlord shall use commercially reasonable efforts to obtain the agreement of all parties thereto that as long as Tenant is not in default of any provision of this Lease, beyond any applicable cure periods, Tenant shall be permitted to remain in the premises in accordance with the terms of this Lease.

21.2 In confirmation of the foregoing subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or other document. If the Property or Landlord's interest therein is sold at a foreclosure sale or by deed in lieu of foreclosure, and this Lease is not extinguished upon such sale or by the purchaser following such sale, then, at the request of such purchaser and so long as such purchaser recognizes Tenant as the Tenant under this Lease and permits Tenant to remain in the Premises in accordance with the terms of this Lease, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding is prosecuted or completed or in the event of any such sale. Tenant agrees that upon such attornment, such purchaser shall not be (a) bound by any payment of Minimum Rent, Percentage Rent (if applicable) or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease but only to the extent such prepayments have been delivered to such purchaser, (b) bound by any amendment of this Lease made without notice to the holder of each Mortgage existing as of the date of such amendment, (c) liable for damages for any

breach, act or omission of any prior landlord which is not of an ongoing nature, or (d) subject to any offsets or defenses which Tenant might have against any prior landlord which is not of an ongoing nature; provided, however, that after succeeding to Landlord's interest under this Lease, such purchaser shall perform in accordance with the terms of this Lease all obligations of Landlord arising after the date such purchaser acquires title to the Property or Landlord's interest therein. Within fifteen (15) days after request by such purchaser, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

ARTICLE XXII

HOLDING OVER

22.1 If Tenant or any assignee, subtenant or licensee of Tenant shall not immediately surrender the Premises (or any portion thereof) on the date of the expiration or earlier termination of the Lease Term, then (i) Tenant shall automatically become a tenant at sufferance upon all the terms and conditions contained herein, except as to Lease Term and Minimum Rent, (ii) Tenant shall automatically forfeit all rights to the Security Deposit Amount held by Landlord under this Lease, (iii) Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof after the expiration or earlier termination of the Lease Term, an amount equal to one hundred fifty percent (150%) of the daily rate of Minimum Rent and one hundred percent (100%) of the additional rent and other sums payable by Tenant under this Lease, including any increases in Minimum Rent provided for herein calculated as if the holdover period during which Tenant's possession continues were originally included within the Lease Term, and (iv) Tenant shall pay all direct and consequential damages sustained by Landlord as a result of such holdover. Landlord's acceptance of such rent from Tenant shall not in any manner impair or adversely affect Landlord's other rights and remedies hereunder, including, but not limited to, (i) Landlord's right to evict Tenant from the Premises, and (ii) Landlord's right to recover damages pursuant to this Lease and such other damages as are available to Landlord at law or in equity.

ARTICLE XXIII

COVENANTS OF LANDLORD

23.1 Landlord covenants that it has the right to make this Lease for the Lease Term, and that if Tenant shall pay all rent when due and punctually perform all the covenants, terms, conditions and agreements of this Lease to be performed by Tenant, Tenant shall, during the Lease Term, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without hindrance by Landlord or any party claiming through or under Landlord, subject, however, to the provisions of this Lease. Landlord represents to Tenant that, as of the date of this Lease, the heating, ventilating and air conditioning system serving the Premises is in good working order. In addition, the roof is free from leaks and there are no structural defects in the Premises.

23.2 Landlord hereby reserves to itself and its successors and assigns the following rights (all of which are hereby consented to by Tenant): (i) to change the street address and/or name of the Property (and Landlord agrees to provide to Tenant written notice thereof); (ii) to erect, use and maintain pipes, wires, ducts and conduits above the ceiling in the Premises; (iii) to use and/or lease the roof areas, and the sidewalks and other exterior areas; it being agreed, however, that in the event that the HVAC unit serving the Premises is a roof top HVAC unit, Tenant shall have access to the roof for the purpose of maintaining such HVAC unit; it being agreed further, however, that in connection with such access to the roof, Tenant shall not do or undertake any activities which shall in any manner void any warranty Landlord may have on the roof, and in the event any entry onto the roof by Tenant shall result in damage to the roof, Tenant, at its sole cost and expense, shall be responsible for repairing such damage to the extent the same is not covered by Landlord's roof warranty or Landlord's insurance, if applicable; (iv) to make changes and modifications to the site plan, the plans and specifications for the Property and to the configuration of the Premises; and (v) to resubdivide the Property or to combine the Property with other lands, and to sell all or any portion of the Property. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or of Tenant's use or occupancy of the Premises. Furthermore, nothing described in EXHIBIT A hereto shall limit or prevent Landlord from effecting any change or alteration to the Property as described in this Section or Section 7.1.

ARTICLE XXIV

INTENTIONALLY DELETED.

ARTICLE XXV

GENERAL PROVISIONS

25.1 Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Property except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Tenant except as herein expressly set forth.

25.2 Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant.

25.3 Landlord and Tenant each warrants to the other that it has not employed or dealt with any broker, agent or finder, other than H&R Retail, Inc. Tenant shall indemnify and hold Landlord harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Broker(s).

25.4 From time to time, upon not less than twenty (20) days' prior written notice (but in no event more than

once in any Lease Year unless required in connection with a sale or refinancing of the Property), Tenant and each subtenant, assignee, licensee, concessionaire or occupant of Tenant shall execute, acknowledge before a notary public, and deliver to Landlord and/or any other person or entity designated by Landlord, a written statement certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (ii) the dates to which the rent and any other charges hereunder have been paid by Tenant; (iii) whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default; (iv) the address to which notices to Tenant are to be sent; (v) that this Lease is subject and subordinate to all Mortgages encumbering the Property (if applicable); (vi) that Tenant has accepted the Premises and that all work therein has been completed by Landlord (or if such work has not been completed, specifying the incomplete work); (vii) the Lease Commencement Date and the date the initial term of this Lease will expire; (viii) that, in the event of any default by Landlord under this Lease, Tenant shall give any holder or prospective holder of any Mortgage written notice of such fact and at least thirty (30) days after receipt of such notice in which to cure such default; and (ix) such other matters as Landlord may request. Any such statement delivered by Tenant may be relied upon by any owner of the Property, any prospective purchaser of the Property, any holder or prospective holder of a Mortgage, any prospective assignee of such holder or any other person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements and Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing secured by the Property.

25.5(a) WAIVER. LANDLORD, TENANT AND GUARANTORS EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE, AND TENANT AND GUARANTORS EACH ACKNOWLEDGE (i) THAT NEITHER LANDLORD, NOR ANY PERSON ACTING ON BEHALF OF LANDLORD, HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OR IN ANY WAY MODIFY ITS EFFECT, AND (ii) THAT EACH HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

(b) Landlord, Tenant and Guarantors each waive any objection to the venue of any action filed by either party in any court situated in the jurisdiction in which the Property is located, and each party further waives any right, claim or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action filed by any party in any such court to any other court.

25.6 All notices or other communications required hereunder shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by certified or registered mail, return receipt requested, postage prepaid, by overnight courier or by telecopier, to the addresses set forth in Sections 1.1(o) and (p). All notices from Landlord may be given by Landlord or any authorized agent of Landlord. Either party may change its address for the giving of notices by notice given in accordance with this Section. If Landlord or the holder of any Mortgage notifies Tenant that a copy of each notice to Landlord shall be sent to such holder at a specified address, then no notice to Landlord shall be considered duly given unless such copy is simultaneously given in accordance with this Section to such holder.

25.7 Each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

25.8 Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural shall be substituted for another number, in any place in which the context may require.

25.9 The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof restricting assignment or subletting by Tenant.

25.10 This Lease contains and embodies the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings and discussions between the parties hereto. Any representation, inducement, warranty, understanding or agreement that is not contained in this Lease shall not be of any force or effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

25.11 This Lease shall be governed by, and construed in accordance with, the laws of the jurisdiction in which the Property is located.

25.12 Headings are used herein for convenience and shall not be considered when construing this Lease.

25.13 The submission of an unsigned copy of this document to Tenant shall not constitute an offer or option to lease the Premises. This Lease shall become effective and binding only upon execution by both Landlord and Tenant.

25.14 Time is of the essence with respect to each of Tenant's and Landlord's obligations under this Lease.

25.15 This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

25.16 This Lease shall not be recorded.

25.17 The deletion of any printed, typed or other portion of this Lease shall not evidence an intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Lease.

25.18 Except as otherwise provided in this Lease, any additional rent or other sum owed by Tenant to Landlord, and any cost, expense (including attorneys' fees), damage or liability incurred by Landlord for which Tenant is liable, shall be considered additional rent payable pursuant to this Lease to be paid by Tenant no later than the later of (a) ten (10) days after the date Landlord notifies Tenant of the amount of such additional rent, sum, cost, expense, damage or liability, or (b) the first day of the first calendar month following the date Landlord so notifies Tenant. Landlord also shall be entitled to any and all attorneys' fees awarded by any court of competent jurisdiction from which Landlord obtains a judgment against Tenant.

25.19 Any liability of Tenant to Landlord, or Landlord to Tenant, as applicable, existing hereunder as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

25.20 If Landlord or Tenant, as applicable, is in any way delayed, interrupted or prevented from performing any of its obligations under this Lease, and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any cause beyond Landlord's reasonable control (whether similar or dissimilar), then the time for performance of the affected obligation(s) by Landlord or Tenant, as applicable shall be excused for the period of the delay and extended for a period equivalent to the period of such delay, interruption or prevention. The provisions of this Section 25.20 shall not operate to excuse Tenant from the prompt payment of Annual Minimum or Additional Rent and shall not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

25.21 At the expiration or earlier termination of the Lease Term, Tenant shall deliver to Landlord all keys to the Property or the Premises, whether such keys were furnished by Landlord or otherwise procured by Tenant, and shall inform Landlord of the combination of each lock, safe and vault, if any, in the Premises.

25.22 Intentionally Deleted.

25.23 The person executing and delivering this Lease on Tenant's behalf warrants that he is duly authorized to so act.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:



LANDLORD:

*Seas Pleasant Commercial
Limited Partnership*

ADDISON PLAZA II ASSOCIATES, a
Maryland limited partnership

By:  [SEAL]

Name: *Chad Hill*

Title: *Lease Administrator, Inc.*

Date: *7/14/02*

ATTEST:

TENANT:

LARGE APPAREL OF MARYLAND, INC., a
Maryland corporation

By:  [SEAL]

Name: **ROBERT S. BLAND**

Title: **President**

Date: _____

[ATTACH CORPORATE SEAL]

Urban Brands Lease Agreement v5 final.doc

EXHIBIT A

ADDISON PLAZA
CAPITAL HEIGHTS, MARYLAND

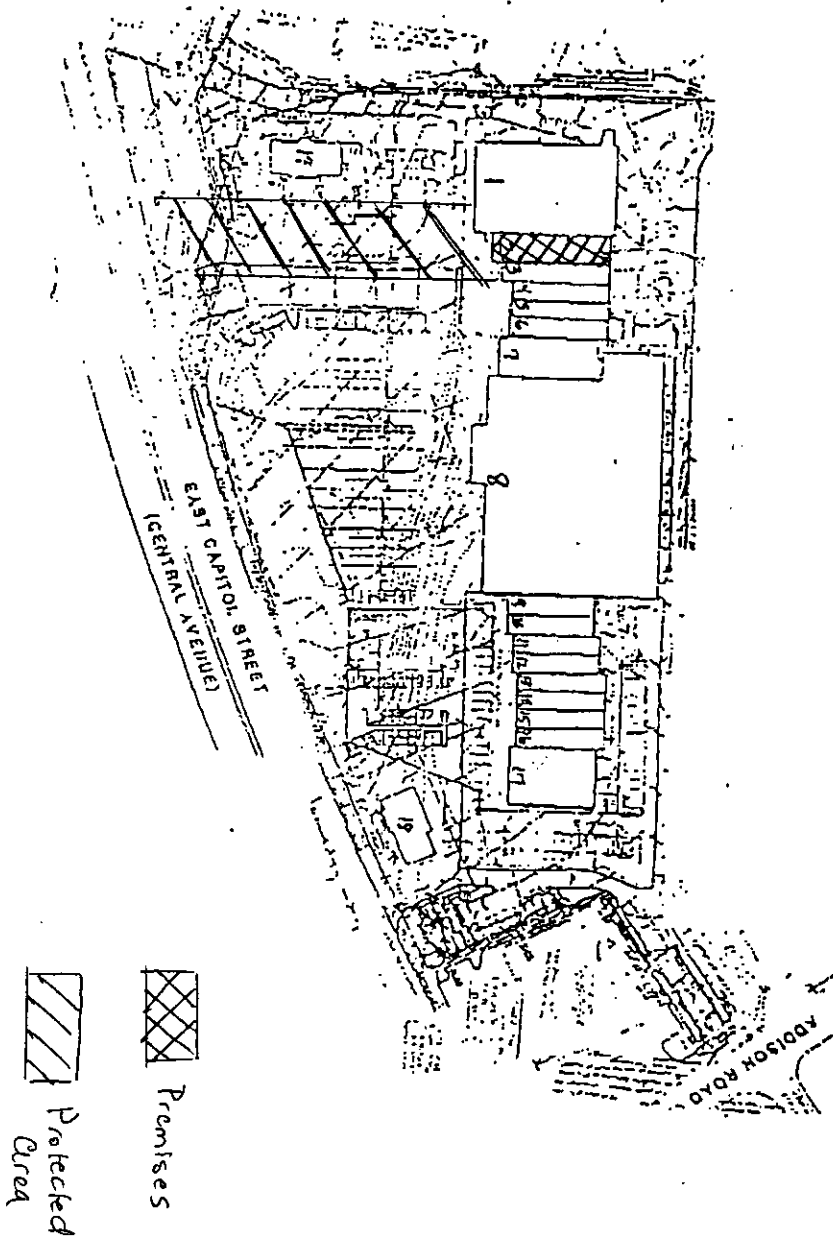


EXHIBIT B

WORK AGREEMENT - ADDISON PLAZA SHOPPING CENTER

Seat Pleasant Commercial Limited Partnership

This Exhibit B is attached to and made a part of that certain Lease Agreement, dated as of July 9, 2002 (the "Lease") by and between ADDISON PLAZA II ASSOCIATES, a Maryland limited partnership ("Landlord") and LARGE APPAREL OF MARYLAND, INC., a Maryland corporation ("Tenant"). The terms used in this Exhibit that are defined in the Lease shall have the same meanings as provided in the Lease.

1. Landlord will deliver, and Tenant agrees to accept, the Premises broom clean and in their present "AS IS" condition. Notwithstanding the foregoing, the Premises will be "broom clean" and Landlord shall place the existing heating, ventilating and air conditioning system in good working order prior to delivery of possession.
2. Tenant, at its own cost, will be responsible for improvements to the Premises necessary for the operation of Tenant's business in the Premises, including without limitation, ceiling, wall, floor and window coverings, lighting, fixtures, and other equipment in the Premises and all permits, licenses, or other charges imposed by any governmental authority in connection with any and all improvements to the Premises or the conduct of Tenant's business therein; it being expressly agreed that Tenant shall not be obligated to pay for any tap-in fees, impact fees, barricade charges or other "charge-back" fees.
3. Landlord shall provide to Tenant an improvement allowance (the "Improvement Allowance") in an amount not to exceed Forty-one Thousand Four Hundred Dollars (\$41,400.00), one-half of which sum shall be paid by Landlord to Tenant within thirty (30) days following the full execution and delivery of this Lease by Landlord and Tenant and the remainder of which shall be paid by Landlord to Tenant within thirty (30) days following the day upon which Tenant opens for business in the Premises so long as Tenant has provided to Landlord (i) a certificate from Tenant's general contractor certifying that Tenant's Work has been fully completed in accordance with the plans and specifications approved by Landlord as provided in Section 11.2 of the Lease; (ii) paid receipts in an amount equal to the amount of the Improvement Allowance to be paid to Tenant; and (iii) full release of liens from all contractors and subcontractors for all work performed or materials delivered to date in connection with the construction of the Alterations. In the event that Tenant shall have fulfilled all of the requirements of this Paragraph 3 (i) - (iii) and Landlord shall have failed to pay to Tenant the remaining portion of the Improvement Allowance as provided for hereinabove, Tenant shall have the right to offset the amount of the Improvement Allowance due and owing to Tenant against the Minimum Rent for the month of November 2002.

WITNESS:



LANDLORD:

Seat Pleasant Commercial Limited Partnership

ADDISON PLAZA II ASSOCIATES, a
Maryland limited partnership

By:  [SEAL]

Name:

Title:

Chad Hill
Chad Hill
Deputy General Manager

ATTEST:

TENANT:

LARGE APPAREL OF MARYLAND, INC.,
a Maryland corporation



[ATTACH CORPORATE SEAL]

By:  [SEAL]

Name:

Title:

ROBERT S. BLAND

President

EXHIBIT C

RULES AND REGULATIONS

This Exhibit C is attached to and made a part of that certain Lease Agreement dated as of July 9, 2002 (the "Lease"), by and between Addison Plaza Associates II, a Maryland limited partnership ("Landlord"), and Large Apparel of Maryland, Inc., a Maryland corporation ("Tenant"). Unless the context otherwise requires, the terms used in this Exhibit that are defined in the Lease shall have the same meanings as provided in the Lease.

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Property. Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease.

Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the rules and regulations, provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant's failure to comply with any rule or regulation.

1. Throughout the Lease Term, Tenant covenants and agrees to:

(a) keep the non-structural portions of the Premises (including without limitation the interior and exterior portions of all windows, doors, and all other glass) in a neat, clean and sanitary condition (including, subject to any necessary approvals of Landlord and the other requirements of this Lease, all painting and decorating necessary to maintain a clean and sightly appearance), free from litter, food, grease, oil or other stains, snow and ice, vermin and escaping offensive odors;

(b) replace promptly any cracked or broken glass of the Premises (including without limitation all windows and doors) with glass of like color, kind and quality;

(c) not use any equipment, machinery or advertising medium which may be heard outside the Premises;

(d) not use the plumbing facilities for any purpose other than that for which they were constructed;

(e) not operate its business in a manner which is commonly known as a "discount house", "wholesale house", "cut-rate store", "outlet store" or "off-price store", and not conduct any "fire sale", "going out of business sale", "bankruptcy sale" or auction within the Premises;

(f) heat and air condition the Premises without drawing from the systems heating and air conditioning the common or public areas of the Property;

(g) not use or permit the use of any portion of the Premises as sleeping apartments, lodging rooms or for any unlawful purpose or purposes;

(h) keep the display windows in the Premises, and the Premises, well lighted during the normal hours of operation of the Property, and pay for all light bulbs Tenant installs or replaces in the Premises;

(i) not solicit business in the common areas of the Property, nor distribute or display any handbills or other advertising matters or devices in such common areas;

(j) conduct its business in all respects (including the sale, distribution, display or offering for sale of any item) in a dignified manner in accordance with store operations consistent with the quality and operation of the Property and consistent with Tenant's other stores in the State of Maryland.

(k) not receive or ship bulk articles of any kind outside the designated loading area for the Premises or other than during the designated loading times;

(l) keep any garbage, trash, rubbish or other refuse in spill-proof containers within the interior of the Premises; deposit daily such garbage, trash, rubbish and refuse in outside receptacles; enclose or shield such receptacles in a manner approved by Landlord;

(m) not employ any of Landlord's employees for any purpose whatsoever, or request such employees to do anything outside of their regular duties, without Landlord's prior written consent;

(n) not sell, display or offer for sale any roach clip, water pipe, bong, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia which in Landlord's reasonable opinion are commonly used in connection with illegal drugs, or any pornographic, lewd, suggestive or "adult" newspaper, book, magazine, film, picture or merchandise of any kind;

(o) comply with all reasonable rules adopted by Landlord with respect to storefront windows and displays;

(p) provide adequate lighting and security for Tenant's employees, agents, licensees, invitees, assignees, subtenants, concessionaires, customers, clients, family members or guests;

(q) not obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Property;

(r) not permit any awnings, signs, placards and the like, or any projections of any kind whatsoever to be attached to the outside walls of the Premises without the prior written consent of Landlord;

(s) not permit any showcases, mats or other merchandise to be placed or allowed to remain affixed to any part of the exterior of the Premises;

(t) not permit or encourage any loitering in or about the Premises;

(u) not use the roof of the Premises;

(v) not install burglar bars in or to the Premises without Landlord's prior approval;

(w) intentionally deleted.

(x) not permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises; and

(y) not install or permit the installation of any wiring for any purpose on the exterior of the Premises.

2. Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with the highest standards of cleanliness.

3. Landlord may, from time to time, designate portions of the parking areas for use by Tenant, its employees, agents, customers and guests so as to effectively and efficiently allocate the parking spaces among all users of the Property. Tenant, its employees, agents, customers and guests shall use only those portions of the parking areas so designated by Landlord. Tenant shall submit to Landlord a list of Tenant's employees and the license number of any vehicle of Tenant or Tenant's employees within five (5) days after Landlord's request therefor, and shall thereafter submit to Landlord written notices updating the information provided within five (5) days of any change thereto. Landlord shall have the right to tow any vehicle of Tenant's employee(s) parked in violation of such parking restriction.

4. Tenant shall comply with all mandatory energy conservation controls and requirements applicable to the Property that are imposed or instituted by the federal, state, or county governments, including, without limitation, controls on the permitted range of temperature settings. Compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of the Tenant from the Premises and shall not entitle Tenant to an abatement of any rent payable hereunder.

5. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right at Tenant's expense to require Tenant to repair any and all damage or injury to the Premises or the Property caused by moving the property of Tenant into or out of the Premises, or due to the same being in or upon the Premises, or to require Tenant to do the same. Except those items received at the Premises in the ordinary course of Tenant's business, no other furniture, equipment or other bulky matter of any description will be received into the Property except as approved by Landlord, and all such other furniture, equipment and other bulky matter shall be delivered only through the designated delivery entrance of the Property. Tenant agrees to remove promptly upon notice from Landlord from the sidewalks adjacent to the Property any of Tenant's furniture, equipment or other material there delivered or deposited.

6. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Property, without first obtaining the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Machines and equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Property or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Property shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord.

WITNESS:



LANDLORD:

*Seat Pleasant Commercial
Limited Partnership*

~~ADDISON PLAZA II ASSOCIATES, a
Maryland limited partnership~~

By:  [SEAL]

Name: *Chad Hill*
Title: *General Manager*

ATTEST



[ATTACH CORPORATE SEAL]

TENANT:

LARGE APPAREL OF MARYLAND, INC., a
Maryland corporation

By:  [SEAL]

Name: *Robert S. Bland*
Title: *President*

EXHIBIT D

TENANT'S STANDARD SIGNAGE

Landlord hereby approves Tenant's signage for the Premises dated June 28, 2002 and prepared by Mid Town Neon Sign.

EXHIBIT E

EXCLUSIVE AND PROHIBITED USES

Tenant shall not use or permit the use of the Premises for any other business or purpose, except as set forth in Article I, Section 1.1(m) of this Lease. Without in any way limiting the generality of the foregoing, Tenant shall not use the Premises for any of the following uses:

1. Mortgage Company.
2. Sale of fish and related products as its primary use.
3. Mexican restaurant and carryout.
4. Hamburgers as one of its featured items.
5. Oriental restaurant.
6. Pizza or other Italian related foods.
7. Tax preparation office.
8. Drugstore or photo finishing business or department.
9. Sale and rental of videos.
10. Fast food restaurant.
11. Nail Salon
12. Sale of electronics and related accessories, telecommunication and transmitting equipment computers and related accessories, audio visual/video equipment and accessories,
13. Sale of shoes greater than 10% of all merchandise sold.
14. Sale of cosmetics and/or health and beauty aids greater than 5% of all merchandise sold.

EXHIBIT F

CERTIFICATE OF COMMENCEMENT

Seat Pleasant Commercial Limited Partnership

THIS CERTIFICATE OF COMMENCEMENT ("Certificate") is made this ____ day of _____, 2002, by and between Addison Plaza II Associates, a Maryland limited partnership ("Landlord") and Large Apparel Of Maryland, Inc., a Maryland corporation ("Tenant")

WHEREAS, Landlord and Tenant have entered into a Lease dated July ____, 2002 ("Lease");

WHEREAS, the Lease Commencement Date, as described in Section 3.1 thereof, is dependent upon the occurrence of certain events; and

WHEREAS, those certain events have occurred and Landlord and Tenant now desire to specify the Lease Commencement Date for purposes of establishing the term of the Lease and the schedule for payment of rent during said period.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant warrant and represent each to the other as follows:

1. The Lease Commencement Date is _____, 2002
2. The Rent Commencement Date is _____, 2002
3. The Expiration Date is _____, 20__.

IN WITNESS WHEREOF, Landlord and Tenant do hereby execute this Agreement under seal on the day and year first above written.

WITNESS:

LANDLORD: *Seat Pleasant Commercial Limited Partnership*
~~ADDISON PLAZA II ASSOCIATES~~, a
Maryland limited partnership

By: _____ [SEAL]
Name: _____
Title: _____

ATTEST:

TENANT:

LARGE APPAREL OF MARYLAND, INC., a
Maryland corporation

By: _____ [SEAL]
Name: _____
Title: _____

[ATTACH CORPORATE SEAL]

EXHIBIT G

TENANT'S STANDARD INTERIOR DÉCOR

Landlord hereby approves Tenant's plans for the Premises prepared Frederick Taylor Associates Architects PC,
dated May 20,2002.

Delinquent & Prepaid Tenant Report
ADDISON PLAZA
09/29/2010

-01
 ADDISON PLAZA
 00 CENTRAL AVE
 EAT PLEASANT MD 20747

Horning Brothers
 1350 Connecticut Avenue N.W.
 Suite 800
 Washington DC 20036

Unit	R	Sts	Tenant	Move In	Move Out	Last Paid	Deposit				
Block	Type	SubTenant	C.C.	Description	Date	Amount	Current	30 Days	60 Days	90 Days	
03	C	ASHLEY STEWART			07/07/2002	09/23/2010					
		COMM									
			01	Base Rent	06/01/2010	293.71					293.71
			01	Base Rent	07/01/2010	146.72					146.72
			01	Base Rent	08/01/2010	5,175.00		5,175.00			
			04	CAM Potential	08/01/2010	741.77		741.77			
			05	R/E Tax Potential	08/01/2010	925.74		925.74			
			01	Base Rent	09/01/2010	5,175.00	5,175.00				
			04	CAM Potential	09/01/2010	741.77	741.77				
			05	R/E Tax Potential	09/01/2010	925.74	925.74				
			Tenant Totals			14,125.45	6,842.51	6,842.51	0.00	440.43	
			Building Totals			14,125.45	6,842.51	6,842.51	0.00	440.43	
						0.00	0.00	0.00	0.00	0.00	
			01	Base Rent		10,790.43	5,175.00	5,175.00	0.00	440.43	
						0.00	0.00	0.00	0.00	0.00	
			04	CAM Potential		1,483.54	741.77	741.77	0.00	0.00	
						0.00	0.00	0.00	0.00	0.00	
			05	R/E Tax Potential		1,851.48	925.74	925.74	0.00	0.00	
						0.00	0.00	0.00	0.00	0.00	
			Project Totals			14,125.45	6,842.51	6,842.51	0.00	440.43	
						0.00	0.00	0.00	0.00	0.00	
			01	Base Rent		10,790.43	5,175.00	5,175.00	0.00	440.43	
						0.00	0.00	0.00	0.00	0.00	
			04	CAM Potential		1,483.54	741.77	741.77	0.00	0.00	
						0.00	0.00	0.00	0.00	0.00	
			05	R/E Tax Potential		1,851.48	925.74	925.74	0.00	0.00	
						0.00	0.00	0.00	0.00	0.00	

BREGMAN, BERBERT, SCHWARTZ & GILDAY, LLC

ATTORNEYS AT LAW
7315 WISCONSIN AVENUE
SUITE 800 WEST
BETHESDA, MARYLAND 20814-3244
TELEPHONE: (301) 656-2707
FACSIMILE: (301) 961-6525

www.bregmanlaw.com

VIRGINIA OFFICE
5529 LEE HIGHWAY
ARLINGTON, VIRGINIA 22207

EDWARD WEISS (DC)
OF COUNSEL

January 18, 2011

wpullano@bregmanlaw.com

Via FEDERAL EXPRESS

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

Re: UBI Liquidating Corp. f/k/a Urban Brands, Inc., et al.

Dear Sir/Madam:

Enclosed you will find three (3) original Proofs of Claim with Exhibits for filing in this proceeding as follows:

1. Montebello, LLC, Creditor
(Debtor: UBI Liquidating Corp. f/k/a Urban Brands, Inc., Case No. 10-13005);
2. Montebello, LLC, Creditor
(Debtor: Marianne USPR, Inc., Case No. 10-13030); and
3. Addison Plaza II Associates, LLC, Creditor
(Debtor: Large Apparel of Maryland, Inc., Case No. 10-13018).

Please stamp the copies of the Proof of Claim forms also enclosed and return to me in the envelope provided. Thank you for your help.

Sincerely yours,
BREGMAN, BERBERT, SCHWARTZ & GILDAY, LLC

By: 
Wendy D. Pullano

Enclosures

F:\WPullano\Combined\Urban Brands\Claims Processing ltr 01-18-11.doc