

MATTAPAN, MA. 02126

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

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

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

**Creditor's Name and Address:**

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

**1. Amount of Claim as of Date Case Filed:**

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

**2. Basis for Claim:**

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

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

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

**3a. Debtor May Have Scheduled Account As:**

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

**4. Secured Claim.**

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

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

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

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

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

**7. Credits:**

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

**8. Documents:**

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

**Date and Signature:**

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

**DEFINITIONS****Debtor**

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

**Creditor**

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

**Claim**

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

**Proof of Claim**

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

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

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

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

**Unsecured Claim**

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

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

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

**Redacted**

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

**Evidence of Perfection**

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

**INFORMATION****Acknowledgement of Filing a Claim**

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

**Offers to Purchase a Claim**

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

**PLEASE SEND COMPLETED PROOFS OF CLAIM TO:****Via Regular U.S. Mail Via Overnight Courier**

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

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

*Nov.*

## LEASE

THIS LEASE made as of the 20<sup>th</sup> day of September, 2006 by and between Jubilee Christian Church International, Inc., a Massachusetts non-profit corporation (hereinafter referred to as "Landlord"), and Metro Apparel of Massachusetts, Inc., a Massachusetts corporation, d/b/a Ashley Stewart (hereinafter referred to as "Tenant").

### WITNESSETH THAT:

In consideration of the mutual covenants herein set forth to be paid, performed and observed, the parties hereto agree as follows:

1. Leased Premises. Landlord does hereby demise and lease unto Tenant a portion, as depicted on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises" and containing approximately 4,300 rentable square feet, to be confirmed in accordance with the most current B.O.M.A. Standard Measurements for Retail Leases), of the first floor of the Warren Palmer Building located in Dudley Square in the Roxbury neighborhood of Boston, Massachusetts and known and numbered as 2-16 Warren Street (hereinafter referred to as the "Building"), subject to existing easements, restrictions and all other encumbrances of record. The Building, the land on which it is located, and all other buildings and other improvements now or hereafter situate on said land are hereinafter collectively referred to as the "Property". Landlord reserves the right from time to time without unreasonable interference with Tenant's use to install, use, maintain, repair, replace and relocate for service to the Leased Premises or other parts of the Property, pipes, ducts, conduits, wires and appurtenant fixtures wherever located in the Leased Premises or Building and to alter or relocate any other common facility, and to inspect the Leased Premises or have them inspected by others, and to keep affixed to the Leased Premises during the last six (6) months of the term of this Lease a notice for leasing or selling. Tenant shall have the right in common with others to use the walkways necessary for access to the Leased Premises. There is no parking associated with the Premises.

2. Term. The Term of this Lease shall be the period beginning on the Commencement Date (as hereinafter defined) and ending at the close of the 10<sup>th</sup> Lease Year, unless sooner terminated as herein provided. The "Commencement Date" shall be the earlier to occur of (i) sixty (60) days from the Delivery Date (as hereinafter defined), or (ii) the date Tenant opens for business. The term "Lease Year" shall mean a twelve (12) month period beginning on the Commencement Date and each succeeding twelve (12) month period during the term hereof, except that if the Commencement Date is other than the first day of calendar month, the first Lease Year shall include the partial calendar month in which the Commencement Date occurs as well as the succeeding twelve (12) full calendar months. Tenant shall be obligated to execute a letter acknowledging the Commencement Date of the Lease Term within ten (10) days receipt of such letter or written request by Landlord. So long as this Lease remains in full force and effect without default by Tenant, Tenant may extend the term hereof for an additional period of five (5) years by giving Landlord notice of such election on or before nine (9) months from the date of termination of the Term of the Lease.

All terms and conditions of this Lease shall remain in effect with respect to such extension period, except that Fixed Rent shall be increased as set forth in Section 4. Tenant shall have no further option to extend said term.

3. Landlord's Work.

(a) Landlord shall, pursuant (where applicable) to its standard Building specifications and in conformity to applicable law, perform in the Leased Premises the work described in Exhibit B attached hereto and made a part hereof ("Landlord's Work"). In all other respects, Tenant shall accept the Leased Premises "as is".

(b) The Delivery Date shall be the date on which Landlord delivers possession of the Leased Premises to Tenant free and clear of other tenants and occupants, having substantially completed Landlord's Work. Such work shall not be deemed incomplete if only minor or insubstantial details of construction or mechanical adjustments remain to be done, or if a delay is caused in whole or in part by Tenant. In the event of a dispute, a certificate of substantial completion given in good faith by a licensed architect selected by Landlord shall be deemed conclusive of the statements therein contained and binding upon Tenant. The Delivery Date is currently estimated to be October 1, 2006. If the Delivery Date occurs after October 15, 2006, Tenant take possession at the Delivery Date, however, unless the tenant opens for business, the Commencement Date of the Lease shall not commence until the later of 90 days after such delivery date or March 1, 2007.

(c) Tenant shall be conclusively deemed to have agreed that Landlord has performed all of its obligations under this Section unless not later than the end of the second calendar month next beginning after the Commencement Date of this Lease Tenant shall have given Landlord notice specifying the respects in which Tenant believes that such obligations have not been performed.

(d) Tenant may enter the Leased Premises following the Delivery Date to undertake such work as Tenant elects to perform pursuant to this Lease in order to prepare the Leased Premises for Tenant's occupancy ("Tenant Work"). Such entry shall be deemed to be pursuant to a license from Landlord to Tenant and shall be at the risk of Tenant and subject to all provisions of this Lease (other than the obligation to pay rent) as if the Commencement Date had occurred. Without limiting the generality of the foregoing, Tenant's Work shall be performed at Tenant's expense in accordance with the provisions of Section 12. Prior to commencing Tenant's Work, Tenant shall submit plans and specifications of Tenant's Work to Landlord for review and approval by Landlord's architect. Tenant shall also submit the name of the contractor for Tenant's work for approval by Landlord. In no event shall Tenant interfere with any work being performed by or on behalf of Landlord in or around the Property. Notwithstanding the foregoing, Tenant shall be given a Tenant improvement allowance of \$107,500.00 (\$25 per rentable square foot "Tenant Improvement Allowance") by Landlord in order to perform Tenant Work.. Tenant agrees that the cost of upgrading the existing electric panel from 200 amp to 400 amp shall be shared equally with the Landlord, and that Landlord may deduct this amount from the Tenant Improvement Allowance. Tenant shall be responsible for the cost of all work constituting Tenant Work that exceeds the Tenant Improvement Allowance. Landlord shall reimburse Tenant within thirty (30) days of properly submitted requests for payment of the

Tenant Improvement Allowance, which request shall include a copy of the certificate of occupancy, contractor and subcontractor lien waivers, and a copy of the Contractor's final AIA-702 requisition form. Tenant shall allow no liens to be placed on the Premises in connection with Tenant's Work and shall indemnify Landlord against any claims, loss or damage suffered by Landlord or affecting the Premises as a result of Tenant's Work. Tenant shall require all contractors to provide evidence of insurance and Tenant shall carry such appropriate forms of insurance, naming Landlord (and Landlord's lender if so required) as additional insured, in such amounts as reasonably requested by Landlord in connection with such Tenant's Work in addition to other insurance required elsewhere in this Lease.

4. Fixed Rent. Tenant covenants and agrees with Landlord to pay Fixed Rent as follows:

<u>With respect to the following period:</u>	<u>Annual Fixed Rent shall be:</u>	<u>Annual rent per s.f.</u>	<u>Natural Breakpoint</u>	
Years 1-3	\$120,400	\$28.00	\$2,408,000	\$10,000
Years 4-6	\$129,000	\$30.00	\$2,580,000	
Years 7-10	\$137,600	\$32.00	\$2,752,000	10,750
Extension years 11-13	\$137,600	\$32.00	\$2,752,000	
Extensions years 14-15	\$146,200	\$34.00	\$2,924,000	

All Fixed Rent and any recurring monthly charges shall be paid without setoff or deduction in equal monthly installments in advance on or before the first day of each calendar month beginning on the Commencement Date, and proportionately at the rate then in effect with respect to any calendar month in which the term of this Lease may begin or end. The amount of \$10,033.33 is paid herewith to the landlord upon execution of the lease, receipt of which is hereby acknowledge, and which shall represent the first month's rent.

In addition to the Fixed Rent, Tenant shall pay as Percentage Rent hereunder for each full Lease Year an amount equal to Tenant's "Gross Sales" (as hereinafter defined) in excess of the Base Gross Sales Amount (as hereinafter defined) (ii) multiplied by the Percentage Rent Rate (as hereinafter defined). Any such additional Percentage Rent becoming due shall be payable within forty-five (45) days after the end of the preceding Lease Year. The Base Gross Sales Amount shall be the natural breakpoint as set forth above. Percentage Rent Rate shall be five percent (5%). The term "Gross Sales" as used herein shall mean the total dollar amount of the actual sales price, whether for cash or on credit or partly for cash and partly on credit, of all sales of merchandise and services and of any and all other receipts of business conducted in or from the Leased Premises, including but not limited to, all gift and merchandise certificates, mail or telephone orders received or filled at or from the Leased Premises, deposits not refunded to purchasers including all sums paid on lay-away sales which are or shall become forfeited to Tenant, orders taken in and from the Leased Premises whether or not filled elsewhere,

commissions received on vending machines or other coin operated devices, and sales by any subtenant, concessionaire or licensee of Tenant or otherwise in the Leased Premises.

Each sale upon installment or credit shall be regarded as a sale for the full price in the month during which the sale shall be made, irrespective of the time when it shall become an actual sale, except forfeited lay-away sales as above provided. Gross Sales, however, shall not include any sums collected or paid out by Tenant for any rent tax, sales, use, occupation, or retail excise tax imposed by any duly constituted governmental authority upon purchases from Tenant at retail and collectible by Tenant from purchasers, nor the amount of returns to shippers, manufacturers and customers, to include exchanges, allowances and discounts and transfers of merchandise from the Leased Premises to other stores of Tenant. Sales to Tenant's employees, bad debts, insurance proceeds, credit card fees, check-cashing fees and proceeds from the sales of fixtures shall also be excluded from Gross Sales.

Tenant hereby agrees to maintain adequate records (conforming to generally accepted accounting practices) showing all of the Gross Sales at, in, from and upon the Leased Premises for each Lease Year or fractional Lease Year during the term of this Lease.

On or before the thirtieth (30th) day of the month next following the end of each calendar month, Tenant shall furnish Landlord at the place then fixed for the payment of rent a statement signed by Tenant showing in reasonably accurate detail the amount of Gross Sales for the preceding month, which information Landlord will hold in confidence, except that Landlord may reveal such reported sales to any mortgagee or prospective mortgagees, encumbrance or purchaser of the Property or Building.

On or before the forty-fifth (45th) day following the end of each Lease Year or fractional Lease Year during the Lease Term, Tenant shall furnish Landlord a statement duly certified by Tenant, showing the sales (computed as herein provided) made by Tenant, its sub-tenant, concessionaires, and licensees, if any, during the preceding Lease Year or fractional Lease Year, and Tenant shall pay at such time the entire amount of Percentage Rent then due hereunder for such period.

For the purpose of ascertaining the amount of Percentage Rent properly payable hereunder, Tenant agrees to prepare and keep at Tenant's principal offices for a period of not less than two (2) years following the end of each Lease Year or fractional Lease Year adequate records of sales by Tenant and any other persons conducting any business upon the Leased Premises.

Landlord or its duly authorized representatives may, with adequate notice on regular business days and within reasonable office hours, inspect Tenant's annual records of sales at Tenant's principal offices, provided that such inspection is made within two (2) years after the annual statement of sales is furnished to Landlord by Tenant and is limited to the period covered by such statement. Any claim by Landlord for revision of any statement of sales or for additional rent must be made in writing to Tenant within two (2) years after the date such statement of sales are furnished by Tenant to Landlord, otherwise it shall be deemed waived by Landlord. If Landlord's audit shall disclose a deficiency in Percentage Rental paid for any Lease

Year or fractional Lease Year to the extent of five (5%) percent or more, Tenant shall promptly pay to Landlord the amount of such deficiency and the reasonable cost of such audit. Landlord will hold in confidence all sales figures and other information obtained from Tenant's records except as otherwise set forth herein.

4. Taxes. Tenant shall pay to Landlord as additional rent Tenant's Proportionate Share (as hereinafter defined) of all real property taxes (including without limitation all real estate taxes, betterment assessments, personal property taxes on Building equipment and charges in lieu of any such taxes) imposed against the Property, prorated on a per diem basis with respect to any portion of a fiscal tax year in which the Term of this Lease begins or ends ("Tenant's Tax Payment"). During the term of this Lease, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12th) of Tenant's Tax Payment for the current tax year, as reasonably estimated by Landlord. Upon receipt, Landlord shall furnish Tenant with a copy of the current tax bill for the Property. If Tenant's Tax Payment with respect to any tax year is less than the total estimated amount theretofore paid by Tenant for such period, at Tenant's option, the excess shall be (i) credited against the installment(s) of Tenant's Tax Payment next becoming due, or (ii) promptly returned to Tenant. If Tenant's Tax Payment exceeds the total amount theretofore paid by Tenant for such period, Tenant shall, upon receipt of invoices from Landlord, pay the difference between the actual amount paid by Tenant and Tenant's Tax Payment within fifteen (15) days.

Tenant's Proportionate Share shall be a fraction, the numerator of which shall be the number of rentable square feet in the Leased Premises and the denominator of which shall be the total rentable square footage of the Building on the Property. As of the execution of this Lease, Tenant's Proportionate Share is 14%. Any change in Tenant's Proportionate Share shall be deemed in effect on the first day of the next succeeding month following Tenant's receipt of written notice of such change. As of the commencement date, Tenant's estimated monthly tax payment shall be \$1.25/s.f. or \$447.91 per month.

5. Operating Expenses. Tenant shall pay to Landlord as additional Tenant's Proportionate Share of all costs and expenses incurred by Landlord in operating and maintaining the Property ("Tenant's Operating Expense Payment"), including, without limiting the generality of the foregoing, all such costs and expenses incurred in connection with (A) landscaping, (B) snow and ice removal, (C) casualty, liability and other forms of insurance, (D) maintenance, repairs, utilities and other services, (E) wages, salaries, employee benefits and payroll taxes, (F) office, data processing, accounting, auditing and administrative expenses (reasonably allocated to the Property if provided off-site), (G) any capital expenditure (amortized, with interest, on such reasonable basis as Landlord may determine) made for the purpose of reducing other operating expenses or complying with any governmental requirement, (H) the purchase of tools, supplies and other machinery and equipment and (I) the payment of management fees. The costs and expenses hereinabove described are hereinafter referred to as "operating expenses". Tenant's Operating Expense Payment shall be paid in estimated monthly installments ("Estimated Operating Expense Payments") in advance on the first day of each calendar month during the Term. The Estimated Operating Expense Payments shall be based on the Operating Expenses for the previous calendar year. On or before March 31 of each calendar year, Landlord shall furnish to Tenant a reconciliation statement detailing all Operating Expenses paid by Landlord for the previous calendar year and the Operating Expense Payment for such calendar

year. If the Operating Expense Payment for the previous calendar year exceeds the Estimated Operating Expense Payments for that year, Tenant shall, within thirty (30) days after receipt of the reconciliation statement from Landlord pay to Landlord a lump sum in an amount equal to the difference between the Operating Expense Payment and the Estimated Operating Expense Payments. If the Operating Expense Payment is less than the Estimated Operating Expense Payments for that year, Landlord shall promptly refund the excess amount to Tenant. Adjustment to the Estimated Operating Expense Payments shall be made based on the reconciliation statement, and shall become effective on March 1st of each calendar year. Tenant's Operating Expense Payment shall be prorated on a per diem basis with respect to any portion of a fiscal year in which the term of this Lease begins or ends, or in the event Landlord designates a different fiscal year.

(b) Landlord shall maintain books and records related to the operation and maintenance of the Property, and shall retain and preserve such books and records for at least thirty-six (36) months after the end of the calendar year to which they relate. Tenant shall have the right to audit Landlord's Operating Expenses at any time, provided that Tenant shall not exercise such right more than once per calendar year. Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such audit

(c) As of the commencement date, tenant's estimated monthly operating expense payment shall be \$3.00s/f. or \$1,075.00 per month.

(d) Landlord's Services. Landlord shall not be liable for nor shall Rent abate because of interruption or cessation of any service to the Leased Premises or the Property agreed in this Lease to be furnished which is due to accident, repairs, alterations or improvements, labor difficulties, scarcity of or inability to obtain any services or supplies from sources from which they may customarily have been obtained, fault of Tenant or any third party, or any cause beyond Landlord's control, unless such interruption is caused directly by the negligence of Landlord.

#### 5. Utilities.

(a) Landlord shall furnish water and sewer and electrical service to the Leased Premises for the conduct of Tenant's permitted business activities. Tenant shall pay for the cost of all utilities consumed on the Leased Premises. Unless separately assessed or metered, Landlord shall assess a reasonable charge for water used or consumed by Tenant, together with the sewer charge based thereon, and Tenant shall, commencing as of the Commencement Date, pay such charges as and when bills are rendered by Landlord.

(b) Except as otherwise set forth in paragraph (a), Tenant shall pay directly to the applicable public utility or other supplier designated by Landlord to service the Building, commencing as of the Commencement Date, all charges for the consumption of gas, electricity and other utilities on the Leased Premises (including without limitation such power as is needed for the operation of heating and air conditioning equipment), all such charges to be paid as the same may from time to time become due. Landlord shall have no responsibility for the furnishing of any such utilities.



(c) Tenant shall bear the cost of installing and maintaining any meters and related equipment which may be used in order to gauge the consumption of any utilities by Tenant.

6. Insurance.

(a) Tenant shall procure, keep in force and pay for (i) commercial general liability (including without limitation contractual liability and so-called fire legal liability) insurance indemnifying Landlord, Landlord's managing agent and mortgagee (if any) and Tenant against all claims and demands for injury to or death of persons or damage to property which may be claimed to have occurred upon the Leased Premises or as a result of Tenant's operations or activities relating to the Leased Premises in amounts which shall at all times be not less than a combined single limit of Three Million Dollars (\$3,000,000) for property damage or injury or death in a single accident, or such higher amounts, if procurable, as may be reasonably required by Landlord and customarily carried by responsible, similarly situated tenants, (ii) so-called "contents and improvements" casualty insurance adequately insuring all personal property and removable trade fixtures belonging to Tenant and situated in the Leased Premises and (iii) insurance covering any damage to plate glass windows in or about the Leased Premises. Such insurance shall be effected with insurers authorized to do business in the Commonwealth of Massachusetts and reasonably acceptable to Landlord under valid and enforceable policies which may not be cancelled without at least thirty (30) days prior written notice to each insured named therein. On or before the Commencement Date, and thereafter not less than fifteen (15) days prior to the expiration day of each expiring policy, original copies or certificates of the policies required hereunder, setting forth in full the provisions thereof together with satisfactory evidence of the payment of all premiums therefor, shall be delivered by Tenant to Landlord and shall, upon request of Landlord, also be delivered by Tenant to the holder of any mortgage affecting the Leased Premises.

(b) Tenant shall not permit any use of the Leased Premises which will make voidable or increase the cost of any insurance on the Property, or on the contents thereof, or which shall be contrary to any regulation from time to time established by any recognized insurance rating association.

7. Use of Leased Premises. The Leased Premises shall be used for only Tenant's normal business operation, namely a retail womens clothing store. In no event shall any use be made of the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any applicable law or municipal ordinance. Tenant shall operate its business from 10:00 a.m. to 9:00 p.m. Monday through Friday and 12:00 p.m. to 5:00 p.m. on Saturday. Without limiting the generality of the foregoing, Tenant:

- (a) shall conduct no auction, "fire", "going out of business", bankruptcy or similar sale on the Leased Premises, nor advertise or otherwise publicly offer (through window signage or in any other manner) merchandise at "factory outlet" or similar discount prices;
- (b) shall not allow any noise or odor to emanate from the Leased Premises or use the Premises in a way which in Landlord's reasonable opinion disturbs, interferes

with or otherwise occasions discomfort, inconvenience or annoyance to any of the other tenants or occupants of the Building;

- (c) shall keep the Leased Premises open for business with adequate merchandise and staffing at all times when comparable retail stores are customarily open for business within the Commonwealth of Massachusetts and shall not directly or indirectly engage in a competing business within said City;
- (d) shall keep the Leased Premises equipped with all safety appliances and other equipment required by applicable law;
- (e) shall duly procure and thereafter maintain in full force and effect any governmental license, permit or other authorization required for the lawful conduct of Tenant's permitted business activities and shall provide copies of such licenses or permits to Landlord;
- (f) shall not bring or permit to be brought or kept in or on the Leased Premises or elsewhere on the Property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance (except such as are related to Tenant's use of the Leased Premises in the ordinary course of business, provided that the same are stored and handled in a proper fashion consistent with applicable legal standards, including without limitation any direction from the fire marshal or any other state or local fire prevention official);
- (g) shall provide copies of any notices of violation of any municipal, state or federal rules or regulations received by Tenant and shall immediately proceed to correct such violations. Tenant shall indemnify Landlord from any costs, loss or damage occasioned by Landlord as a result of such Tenant violations, including costs incurred by Landlord in correcting such violations on behalf of tenant; and
- (h) shall continuously and diligently maintain physical possession of and operate the Leased Premises throughout the Term of the Lease in accordance with the use set forth herein and keep the Leased Premises open for business on all business days in accordance with the schedule of minimum hours set forth herein, other than federal holidays, state holidays and periods of remodeling, and shall at no time "go dark" or cease to operate for a period of more than three consecutive business days without the prior written consent of Landlord.

#### **8. Maintenance and Cleaning.**

- (a) Landlord shall maintain the structural components of the Building and all common areas and facilities of the Property serving the Leased Premises in good condition, subject to the provisions of Section 17. In all other respects, Tenant agrees to maintain the Leased Premises (including without limitation the Equipment, as hereinafter defined, and all doors, windows and storefronts as well as floor coverings and interior partitions) in good order, repair and condition, and wherever necessary, to replace plate glass and other glass therein. For

purposes hereof, the term "Equipment" shall mean any heating, ventilating, air-conditioning, bathroom fixtures, plumbing, hot water heaters, kitchens or other equipment exclusively serving the Premises, whenever situated, exclusively servicing the Leased Premises. Tenant shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, or suffer any waste, and shall obtain the written consent of Landlord before erecting, affixing or painting any sign on or visible from any exterior portion of the Leased Premises or the Building. Tenant's obligations pursuant to this Section shall include without limitation the replacement of the Equipment whenever necessary to keep the Leased Premises in suitable and efficiently usable condition, provided however that Tenant shall notify Landlord prior to undertaking any such replacement or any repair of a major or sophisticated nature relating to any Equipment, affording Landlord an opportunity to have such work performed at Tenant's expense by a contractor selected by Landlord. Tenant shall at all times keep in force a contract for the regular cleaning and maintenance of the Premises and Equipment, on such terms and with such contractor as Landlord may approve.

(b) Tenant shall keep the Leased Premises in a neat, clean and sanitary condition. Without limiting the generality of the foregoing, (i) Tenant shall store all trash and rubbish in suitable receptacles within the Leased Premises and arrange for the removal thereof on a regular basis (no less frequently than daily) by a commercial collection service acceptable to Landlord; and (ii) Tenant shall cause the Leased Premises to be treated by contractors acceptable to Landlord so as to prevent infestation by vermin, roaches or rodents regularly and, in addition, whenever there shall be evidence of any such infestation.

(c) Tenant shall keep the sidewalks adjoining the Leased Premises clean and free of snow and ice.

9. Alterations and Additions. Tenant shall not make any alterations or additions to the Leased Premises prior to or during the term of this Lease unless Landlord first consents thereto in writing. All such allowed alterations or additions shall be Tenant's expense and shall be in quality at least equal to the present construction. Tenant shall submit the names of any contractors to landlord for approval. Any structural alterations shall require review and approval by Landlord and its architect and shall comply with requirements of the Americans with Disabilities Act. As set forth in Paragraph 34 of this Lease, any contractors employed by Tenant will need to comply with Landlord's obligations for meeting Empowerment Zone and City of Boston Hiring Guidelines as further set forth therein. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord. Any additions in the nature of trade fixtures (including without limitation all signs and specifically excluding the Equipment) made by Tenant at its expense and directly related to functions carried on in the Leased Premises by Tenant may be removed by Tenant thereafter, provided that Tenant is not then in default under this Lease, and all alterations and additions made by Tenant (regardless of the nature thereof) shall be removed by Tenant upon the request of Landlord at the expiration or other termination of this Lease, specifically including cable or other improvements installed exclusively for use by Tenant. All other improvements to the Premises not requested to be removed shall become property of Landlord at Lease Expiration.

Tenant shall repair any injury to the Leased Premises caused by any such removal and shall restore the Leased Premises to their former condition. Notwithstanding the foregoing, Tenant shall be allowed to make non-structural alterations costing in total less than \$25,000 without Landlord consent, provided such alterations do not affect the exterior of the Building, structural elements of the Building or any Building utility systems.

**10. Assignment; Subleasing.** Tenant shall not assign this Lease or any interest of Tenant hereunder, whether voluntarily or by operation of law, nor shall Tenant sublet or permit any other person to use the whole or any part of the Leased Premises without Landlord's prior written consent in each instance, not to be unreasonably withheld. For purposes hereof, any transfer of a controlling interest in the corporation or other entity comprising Tenant, or any change in the identity of the person responsible for the conduct of Tenant's business shall be deemed an assignment of this Lease. Notwithstanding the foregoing, Tenant shall have the right to assign the lease or sublet the Premises or a portion thereof to a parent or subsidiary entity of Tenant ("Related Entity"), provided (i) such Related Entity has a net worth equal to or greater than that of Tenant as of the date of execution of the Lease, as evidenced to Landlord by Tenant's submittal of financial reports at least thirty (30) days prior to any such transfer, and (ii) such related entity uses the Premises only for the Permitted Uses as set forth in this Lease. Notwithstanding any such consent, Tenant shall remain unconditionally and principally liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease. Tenant shall have the right to go public by making a public offering of the sale of its corporate shares.

In the event that Tenant proposes to assign or sublet fifty percent (50%) or more of the Leased Premises, Landlord may elect to terminate this Lease with respect to all of or any portion of the Premises proposed to be assigned or sublet immediately prior to the effective date of such proposed assignment or subletting with the same force and effect as if the term hereof had expired (Landlord's Recapture Right"). Tenant shall provide written request to Landlord at least 60 days prior to a proposed transfer, after which time Landlord shall have thirty (30) days to approve or deny such request, or provide notice to Tenant that Landlord has elected to exercise its Recapture Right with respect to the portion of the Premises proposed to be transferred, such termination to take effect upon the proposed date of the transfer.

**11. Subordination.** This Lease shall be subject and subordinate to any and all ground leases, mortgages and other instruments in the nature of a mortgage now or at any time hereafter a lien or liens on the Property, and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages or other such instruments in the nature of a mortgage. If, in connection with providing financing to be secured by a mortgage or other instrument in the nature of a mortgage on the Property (including existing financing), a bank or other recognized institutional lender requests modifications to this Lease not materially and adversely affecting Tenant's rights and obligations hereunder, Tenant shall not unreasonably withhold its consent thereto.

**12. Rules and Regulations.** Tenant shall comply with all rules and regulations imposed by Landlord or its managing agents or designees for use and occupancy of the Leased Premises or the Property ("Building Rules and Regulations"). Notwithstanding the

Building Rules and Regulations, Tenant shall be allowed accept deliveries through the secondary entrance to the Leased Premises off of the common area office lobby entrance, provided that such deliveries are made by UPS and occur no more than once per week.

13. Indemnification and Liability. Tenant will indemnify Landlord against all losses, liabilities, damages and other expenses, including without limitation reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against Landlord by reason of any of the following occurring during the term of this Lease:

- (a) any fault, negligence or misconduct on the part of Tenant or its agents, employees, contractors, licensees or invitees;
- (b) any failure on the part of Tenant to perform or comply with any covenant required to be performed or complied with by Tenant under this Lease; or
- (c) any injury to person or loss of or damage to property sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than Landlord.

14. Fire, Casualty, Eminent Domain. Should a substantial portion of the Leased Premises or the Building be damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease. If such fire, casualty or taking renders the Leased Premises substantially unsuitable for their intended use, a just proportionate abatement of rent shall be made, and Tenant may elect to terminate this Lease if:

- (a) Landlord fails to give written notice within thirty (30) days of its intention to restore the Leased Premises as hereinafter set forth; or
- (b) Landlord fails to restore the Leased Premises (or what may remain thereof) to a condition substantially suitable for their intended use within one hundred eighty (180) days of said fire, casualty or taking.

Landlord reserves, and Tenant grants to Landlord, all rights which Tenant may have for damages or injury to the Leased Premises or to the leasehold estate hereby created for any taking by eminent domain, except for any amounts awarded specifically to Tenant which do not diminish the amounts otherwise receivable by Landlord. Any termination of this Lease pursuant to this Section shall be without prejudice to the rights of either party theretofore accrued.

15. Default. In the event that:

- (a) Tenant shall default in the payment of rent or any other sum payable under this Lease and such default shall continue for five (5) days; or
- (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

- (c) if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver is appointed to take charge of all or any part of Tenant's property, or if a petition is filed by Tenant under any bankruptcy or insolvency law, or if such petition is filed against Tenant and not dismissed within thirty (30) days from filing (it being understood and agreed that the term "Tenant" as used in this paragraph shall be deemed to include Tenant or any guarantor of Tenant's obligations hereunder);

then Landlord shall have, in any such case, the right to declare the term of this Lease ended, and thereafter may undertake appropriate proceedings to take complete possession of the Leased Premises and to remove all other goods and effects of Tenant, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. Tenant shall, in case of any such termination, forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term of this Lease exceed the fair rental value of the Leased Premises for said period, and in addition thereto will furthermore promptly indemnify Landlord during said period against all loss of such rent and other payments which Landlord may incur by reason of such termination, however caused, first deducting any damages paid as hereinabove set forth. If Tenant shall default, after notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any part of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with any default by Tenant hereunder, including but not limited to reasonable attorneys' fees and costs incurred in re-letting the Premises, such sums paid or obligations incurred shall be paid to Landlord by Tenant as additional rent (notwithstanding that the term of this Lease may have ended). In the event that any payment of rent or any other sum due hereunder is not made when due, Tenant shall pay a late charge equal to two percent (2%) of the amount of such payment with respect to each month (or portion thereof) during which such payment remains outstanding.

16. Waiver of Subrogation. Each party hereby releases the other from any and all liability to such party or anyone claiming through such party by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such other party may be responsible, provided, however, that this release shall be applicable and in force only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of Landlord and Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

17. Notice. Any notice from Landlord to Tenant relating to the Leased Premises or to the occupancy thereof shall be deemed duly served if left at the Leased Premises addressed to

Tenant, or if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant. Any notice from Tenant to Landlord relating to the Leased Premises or to the occupancy thereof shall be deemed duly served if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord at such address as Landlord may from time to time advise Tenant in writing. Landlord hereby notifies Tenant that all such notices as well as rent and other sums payable by Tenant are as to be addressed to Landlord c/o Jubilee Christian Church International, Inc., 1500 Blue Hill Avenue, Boston, Massachusetts 02126 until further notice.

18. Surrender. Tenant shall at the expiration or other termination of this Lease remove all Tenant's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs erected, affixed or painted by the Tenant, either inside or outside the Leased Premises, and all trade fixtures. Tenant shall deliver to Landlord the Leased Premises broom clean and in the same order, repair and condition in which Tenant is required to maintain the Leased Premises pursuant to Section 12. Tenant shall further deliver to Landlord all keys to the Leased Premises. Any goods and effects (as hereinbefore defined) not removed by Tenant within ten (10) days after the expiration or other termination of this Lease shall be conclusively presumed to have been abandoned and shall at the option of Landlord thereafter become the property of Landlord. Tenant shall pay twice the amount of rent applicable to each month (or fraction thereof) during which Tenant remains in possession of any part of the Leased Premises in violation of the foregoing covenants, without prejudice to eviction or any other remedy available to Landlord on account thereof.

19. Liability of Landlord or Assignee. No employee, trustee, beneficiary, partner, agent or other principal of Landlord shall be personally liable to Tenant or anyone else under any term, condition, covenant or agreement expressed in this Lease or implied hereunder, or for any claim of damage arising out of the occupancy or condition of the Leased Premises. If in connection with or as a consequence of the sale, transfer or other disposition of the Leased Premises, Landlord ceases to be the owner of the reversionary interest therein, then Landlord shall be entirely freed and relieved from the performance and observance thereafter of all its obligations hereunder. Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage on the Building, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage.

20. Waiver by Landlord. The failure of Landlord to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

21. No Broker. Tenant warrants and represents that it has not dealt directly or indirectly, in connection with this transaction, with any broker or other person entitled to claim a commission therefore other than NAI Hunneman, as outlined in a separate agreement. Tenant shall indemnify and save Landlord harmless from and against any loss, liability,

damage or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission arising out of this transaction made by any person with whom Tenant has in fact so dealt.

22. Estoppel Certificate. Within five (5) days following a request by Landlord, Tenant shall execute and deliver to Landlord or any third party designated by Landlord an estoppel certificate addressed to Landlord or such third party in such form as may reasonably be required, including without limitation an acknowledgement that this Lease is in full force and effect without modification or default except as otherwise specified by Tenant.

23. Financial Statements. Tenant shall deliver to Landlord within ninety (90) days after the close of each of Tenant's fiscal years during the term hereof audited financial statements for such year prepared in accordance with generally-accepted accounting principles and certified by an independent certified public accountant reasonably acceptable to Landlord.

24. Construction of Lease. This Lease shall be governed by Massachusetts law, shall run with the land, shall not be recorded with any Registry of Deeds and shall bind and inure to the benefit of the parties hereto and their respective successors in interest (subject to the provisions of Section 14). If two or more persons are named as Tenant, their liability shall be joint and several.

25. Holdover. Should Tenant remain in possession of the Premises after the expiration of the Term (or any applicable extensions if properly exercised), such holding over shall be deemed to have created and shall be construed to be a tenancy from month to month on the terms and conditions set forth in the lease, except that, during any period of such holdover, Tenant shall be obligated to pay 150% of the Fixed Rent and all additional Rent (prorated for the holdover periods) specified herein. Either Landlord or Tenant shall have the right to terminate such holdover tenancy by written notice given not later than the last calendar day of the month prior to a month in which the holdover tenancy shall terminate, as set forth in such notice, provided that such holdover tenancy shall in all events terminate on the last day of a calendar month.

26. Signs. Tenant shall not erect or install any ground, building or roof signs except as permitted by Landlord, provided that Landlord's permission shall not be unreasonably withheld or delayed. All signs installed by tenant shall comply with all requirements of appropriate governmental authorities and all necessary permits and/or licenses shall be obtained by Tenant. Tenant shall maintain all signs in good condition and repair at all times and shall save Landlord harmless from injury to person or property arising from the erection, installation and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair any damage caused by such removal.

27. Landlord Right of Entry. Landlord shall have the right to enter the Premises for purposes of making inspections, repairs or showing the Premises upon such times and with such reasonable prior notice to minimize interference with Tenant's use of the Premises. Landlord shall provide advance notice to Tenant prior to inspections, except in emergency situations.



28. Self Help. Landlord shall have the right, but not the obligation, on behalf of Tenant to make any repairs or remedy any violations of law or failures of Tenant to perform any of its obligations or covenants under this Lease. In the event Landlord exercises such right of self help, Tenant shall be obligated to reimburse Landlord for all costs and expenses incurred by Landlord upon to demand by Landlord from Tenant.

33. Intentionally deleted.

34. New Market Tax Credit Program Requirements. Landlord represents and Tenant acknowledges that the Building, including the Leased Premises, is part of a project (the "Project") financed in part through the New Market Tax Credit Program administered through the Massachusetts Housing Investment Corporation ("MHIC") in connection with the City of Boston Department of Neighborhood Development ("DND") and the U.S. Department of Housing and Urban Development (collectively, the "Program"), and that the Project is located within an Empowerment Zone as set forth in the City of Boston Zoning Code. As such, Landlord is obligated to make certain reporting requirements and to comply with requirements applicable to the Project under the Program. Tenant is hereby notified that as a tenant in the Building it shall also be obligated to comply with certain Project requirements under the Program, relating to its business, employees and contractors. Attached hereto as Exhibits C and D are Employee and Business Owner Survey forms which must be completed by Tenant in connection with its leasing the Premises, as well as a copy of the Boston Residents Job Policy requirements, attached hereto as Exhibit E, which must be complied with pursuant to the Employment Initiative Agreement applicable to the Project. Tenant agrees to cooperate with Landlord and any of the above-referenced entities overseeing the Project and administering the Program, including without limitation MHIC and the City of Boston, in connection with its use and occupancy of the Leased Premises.

35. Environmental Laws

(a) For purposes of this Lease:

(1) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist hereafter, concerning protection of human health, safety and the environment, all as may be amended from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA").

(2) "Hazardous Materials" as used herein means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

(b) Landlord represents and warrants that to the best of its knowledge that, (i) the Leased Premises, the Building and the Property are in compliance with all applicable Environmental Laws; (ii) neither Landlord nor any previous tenant at Property has treated, stored or disposed of any hazardous materials upon or within the Leased Premises, the Building or the

Property; and (iii) there are not excessive levels (as defined by Environmental Laws) of Hazardous Materials within or upon the Leased Premises, the Building or the Property. Landlord shall indemnify and hold Tenant harmless from any loss, damage or claim resulting from any release of Hazardous Material caused by Landlord, and Tenant shall not be liable for any pre-existing Hazardous Materials located on the Property.

(c) Tenant shall comply with all applicable Environmental Laws and shall not generate, manufacture, produce, store, dispose or release on, under, about or from the Leased Premises, any Hazardous Materials in a manner that is in violation of federal, state or local laws and regulations. Tenant shall fully and promptly comply with all Environmental Laws at all times during the Term. Tenant agrees to indemnify Landlord for any and all costs, loss or damage incurred by Landlord resulting from a release, discharge or any other violation of applicable Environmental Laws caused by Tenant in connection with its use of the Leased Premises or any other violation of the obligations set forth in this Paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

[SIGNATURES]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

TENANT:

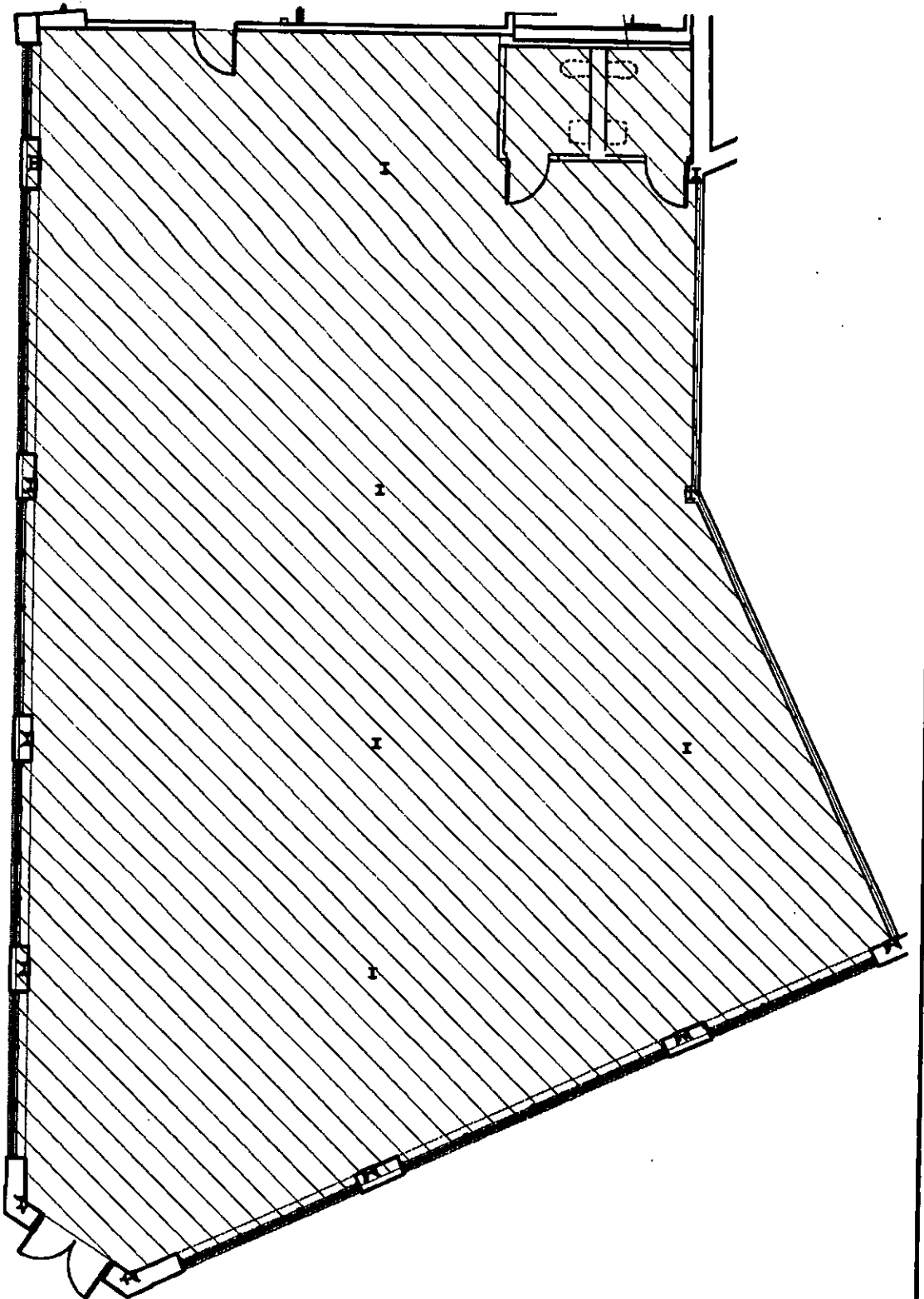
METRO APPAREL OF MASSACHUSETTS, INC.,  
d/b/a Ashley Stewart

By: [Signature]  
Name: Mark Gunn  
Its: V. P. Strategic Planning

LANDLORD:

JUBILEE CHRISTIAN CHURCH  
INTERNATIONAL, INC., A Massachusetts  
non-profit corporation

By: [Signature]  
Name: Georgette A. Thompson  
Its: Bishop/President



ASHLEY STEWART

WARREN PALMER BUILDING - FIRST FLOOR - ROXBURY, MA



DYER  
BROWN

Dyer Brown & Associates, Inc.  
65 Warren Street  
Suite 110  
Woburn, Massachusetts 02451

## **EXHIBIT B**

### **Landlord's Work**

#### **Schedule of Building Standard Improvements for Retail Tenants 2-16 Warren Street, Boston, Massachusetts**

**Landlord at its cost and expense shall furnish and install the following:**

- 1. Exterior Storefront System** - Aluminum and glass storefront system with one 3'0" x 7'0" tenant entry door and hardware at grade at main entry. Exterior building standard fabric awnings are provided at storefront windows as indicated on Landlord's plans.
- 2. Structural and floor** - 5" concrete slab-on-grade designed for 100 lbs/sf loading. Floor slab will be delivered as exposed concrete ready for tenant supplied and installed flooring. No flooring finishes are included, except vinyl tile floors at the Landlord installed bathrooms.
- 3. Walls** - Landlord will provide demising partitions only. Demising wall assemblies will consist of full-height, 2-hour fire-rated walls consisting of metal studs, double 5/8" sheetrock, 3-coat taped and sanded, ready for tenant's own supplied and installed painting and wall finishes. Any interior partitions for tenant's store design shall be supplied and installed by tenant.
- 4. Ceilings** - Landlord will provide building standard white 2 x 4 flush-mounted suspended acoustic ceiling tile system in white exposed aluminum grid, one field only. Finished ceiling height will be provided at approximately 12' 0". Any changes to suspended ACT ceiling system required by tenant's store layout will be at tenant's sole responsibility and cost.
- 5. Electrical & Lighting** - one (1) separately metered tenant electric panel with 400 amp, 120/208 volts, 3 phase power capacity will be provided surface mounted on rear wall. Building standard 20 amp duplex wall receptacles will be provided for every 10 lf of wall on perimeter walls only. Building standard 2 x 4 fluorescent recessed light fixtures will be installed in acoustic ceiling system grid in a single open floor layout pattern. Building standard backlit exit sign and emergency lighting are also included. Any specialty lighting or lighting changes required due to tenant's store layout, merchandise fixturing, or design layout are tenant's sole responsibility and cost. Electrical service will be separately metered by local utility for tenant.
- 6. Plumbing** - one handicap accessible men's bathroom and one handicap accessible women's bathroom (one water closet and one lavatory each) will be built out in the rear of the space as indicated on the Landlord's plan and tied into the building exhaust system. Bathrooms will include building standard wall and floor finishes, toilet accessories and lighting. Any plumbing changes required due to tenant's store design are tenant's sole responsibility and cost. Water and sewer service are provided by the Landlord.

**7. HVAC** - three (3) gas-fired individual rooftop HVAC units with separate zone thermostat controls will deliver heating and cooling to premises at approximately one ton of cooling per 350 sf. Supply ductwork and return air plenums will be run above ceiling and building standard grilles and diffusers will be installed in acoustic ceiling system. Any changes required due to tenant's store design are tenant's sole responsibility and cost. Gas service will be separately metered by local utility for tenant.

**8. Sprinkler** - sprinklered as all open space layout with building standard surface-mounted sprinkler heads furnished per NFPA requirements of 168 sf of coverage per head. Any changes required due to tenant's store design or fixture layout are tenant's responsibility and cost.

**9. Fire Alarm** - Base building analog, addressable, synchronized fire alarm system. Any changes required due to tenant's store design, wall or fixture layout, are tenant's sole responsibility and cost.

**10. Telephone & Data systems** - Telephone and data services are available at the main electric room on the first floor. Tenant's telephone and communications equipment, including all wiring necessary, shall be located within the tenant's space. Tenant is advised that the area above the ceiling is utilized as a return air plenum which, by Code, necessitates conduit or Teflon coated wiring.

## EXHIBIT C

**Massachusetts  
Housing  
Investment  
Corporation**

### New Markets Tax Credit Program Employee Survey

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**CONFIDENTIALITY:** Information collected through this survey will be kept confidential. Individual responses will be aggregate and used to generate summary reports only.  
 -----

Question # 1: Project Name

Date \_\_\_\_\_

Palmer Warren,

Question # 10: Where do you live?

\_\_\_\_\_  
 Street # Street Name

\_\_\_\_\_  
 City Zip Code

Question #2: Based on the size of your family, how much money did your family make last year?

Family Size	Family Income			
1-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	less than \$13,850	\$13,850-\$23,075	\$23,076-\$36,950	more than \$36,950
2-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	less than \$15,825	\$15,825-\$26,375	\$26,376-\$42,000	more than \$42,000
3-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	less than \$17,800	\$17,800-\$29,675	\$29,676-\$47,475	more than \$47,476
4-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	less than \$19,800	\$19,800-\$32,975	\$32,976-\$52,775	more than \$52,775
5-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	less than \$21,375	\$21,375-\$35,625	\$35,626-\$56,975	more than \$56,975
6-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	less than \$22,950	\$22,950-\$38,250	\$38,251-\$61,200	more than \$61,200
7-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	less than \$24,550	\$24,550-\$40,900	\$40,901-\$65,425	more than \$65,425
8-person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	less than \$26,125	\$26,125-\$43,525	\$43,526-\$69,625	more than \$69,625

Question # 3: What is the name of the organization or business where you work?

\_\_\_\_\_

Question # 4: How long have you worked for this organization or business?

\_\_\_\_\_year(s)

\_\_\_\_\_month(s)

Question # 5: Are you earning more now at this job than you earned at your previous job?

\_\_\_\_\_Yes

\_\_\_\_\_No

If YES...

How much per hour?

\$\_\_\_\_\_per hour (OPTIONAL)

Question # 6: Did you work for this organization or business at its previous location?

\_\_\_\_\_Yes

\_\_\_\_\_No

Question # 7: If you answered NO to Question # 6 above (indicating that you did not previously work for this organization or business) were you employed when you were hired by this organization or business?

\_\_\_\_\_Yes

\_\_\_\_\_No

If YES...

How much were you paid per hour at your previous job? (OPTIONAL)  
\$\_\_\_\_\_per hour

Question # 8: If you answered NO to Question # 7 above (indicating that you were not employed at the time you were hired by this organization or business) how long were you out of work?

\_\_\_\_\_year(s)

\_\_\_\_\_month(s)



**Question # 9: How many hours a week do you work for this organization or business?**

           **Hours**

## EXHIBIT D

**Massachusetts  
Housing  
Investment  
Corporation**

### **New Markets Tax Credit Program Business Owner Survey**

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CONFIDENTIALITY: Information collected through this survey will be kept confidential. Individual responses will be aggregated and used to generate summary reports only.  
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**Project Name**

**Date** \_\_\_\_\_

Palmer Warren

**What is the name of your organization?**

\_\_\_\_\_

**What is the size of your Board of Directors?**

\_\_\_\_\_ members

**How many ethnic minorities sit on the organization's Board of Directors?** \_\_\_\_\_

**How many women sit on the organization's Board of Directors?** \_\_\_\_\_

**Is the Chief Executive Officer, Executive Director, General Partner, or Managing Member...**

- \_\_\_\_\_ an Ethnic Minority
- \_\_\_\_\_ a Woman
- \_\_\_\_\_ a low-income person, someone whose family income is less than.....\$36,950, for a 1-person family; \$42,000, for a 2-person family; \$47,476, for a 3-person family; \$52,775, for a 4-person family; \$56,975, for a 5-person family; \$61,200, for a 6-person family; \$65,425, for a 7-person family; or \$69,625, for an 8-person family.

**List the census tracts where the members of the Board of Directors live?**  
(the # of census tracts listed below should equal the total number of Board members from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**How many members of the organization's Board of Directors earn less than:**

- ☐ \$36,950, for a 1-person family
- ☐ \$42,000, for a 2-person family
- ☐ \$47,476, for a 3-person family
- ☐ \$52,775, for a 4-person family
- ☐ \$56,975, for a 5-person family
- ☐ \$61,200, for a 6-person family
- ☐ \$65,425, for a 7-person family
- ☐ \$69,625, for an 8-person family

**Please describe the purpose of this organization:**

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**How many people do you serve?** \_\_\_\_\_

**Of the people you serve, how many live...**

- ...within 1/4 mile of this location. \_\_\_\_\_ %
- ...within 1/2 mile of this location. \_\_\_\_\_ %
- ...within 1 mile of this location. \_\_\_\_\_ %
- ...further than 1 mile from this location. \_\_\_\_\_ %

**Was this organization in operation previously?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

**If YES...**

**Where was the organization located?**

\_\_\_\_\_  
Street # Street Name

\_\_\_\_\_  
City State Zip Code

**How many years was the organization in operation at this location?**

\_\_\_\_\_ year(s) \_\_\_\_\_ month(s)  
**How many employees did you have working for you at your previous location?**

# of full-time employees (those working 35 hours a week or more) \_\_\_\_\_

# of part-time employees \_\_\_\_\_

**How many employees do / will you have at the new location?**

# of full-time employees (those working 35 hours a week or more) \_\_\_\_\_

# of part-time employees \_\_\_\_\_

**How did you recruit your new employees for your new location? (Please rank the top three sources)**

\_\_\_\_\_ Job training and job readiness centers

\_\_\_\_\_ Boston Globe

\_\_\_\_\_ Major local daily other than the Boston Globe (please specify the daily) \_\_\_\_\_

\_\_\_\_\_ Local weekly (please specify the weekly) \_\_\_\_\_

\_\_\_\_\_ Community paper (please specify the paper) \_\_\_\_\_

\_\_\_\_\_ Word of mouth

\_\_\_\_\_ Internet (please specify the web site) \_\_\_\_\_

\_\_\_\_\_ Other (please specify) \_\_\_\_\_

## **EXHIBIT E**

### **City of Boston Construction Employment Requirements**

Landlord has represented to Tenant that this project is located in an Enhanced Empowerment Zone and has received financing from the City of Boston through its Department of Neighborhood Development ("DND"). As a condition of the financing, the Landlord has entered into an Employee Initiative Agreement which sets forth specific requirements and procedures for jobs creation and employment during the construction period. In order that Landlord may comply with this agreement, Tenant hereby agrees to:

- A) Use best efforts during the construction period to cause its contractors and subcontractors to meet the following municipal ordinances:
- City Ordinance establishing the Boston Residents Job Policy (October 14, 1983) as extended by Executive Order dated July 12, 1985
  - City Ordinances Establishing the Minority and Women's Business Enterprise Development (September 17, 1987) and Promoting Minority and Women Owned Business Enterprises in the City of Boston (December 30, 1987) in connection with construction of or alterations and improvements to the Premises.
- B) Use best efforts to cause its contractors and subcontractors to meet the following employment guidelines:
- (i) 60% of construction jobs for this project shall be awarded to residents of the Enhanced Enterprise community (as defined by agreement between the City of Boston and the federal government).

To the extent those efforts do not succeed, the requirements are:

- (i) 60% construction jobs for this project shall be awarded to qualified residents of the City of Boston
- (ii) 30% of construction jobs for this project shall be awarded to qualified minorities
- (iii) 10% of construction jobs for this project shall be awarded to qualified women

### **City of Boston Permanent Employment Requirements**

Landlord has represented to Tenant that this project is located in an Enhanced Empowerment Zone and has received financing from the City of Boston through its Department of Neighborhood Development ("DND"). As a condition of this public financing, the Landlord has assured the City of Boston, that the Project and its Tenants will create 38 permanent jobs, which shall be filled by low and moderate income persons. In order to assist the Landlord in complying with the terms of the financing, the Tenant

hereby agrees to the following:

- A) The Tenant agrees to use best efforts to ensure that the hiring of the permanent employees will comply with the City Ordinance establishing the Boston Residents Job Policy (October 14, 1983) as extended by Executive Order dated July 12, 1985.
- B) The Tenant agrees to use best efforts to meet the following employment guidelines:
  - (i) 60% of permanent jobs shall be awarded to residents of the Enhanced Enterprise community (as defined by agreement between the City of Boston and the Federal Government)

To the extent those efforts do not succeed, the requirements are:

- (i) 60% permanent jobs shall be awarded to qualified residents of the City of Boston
  - (ii) 30% of permanent jobs created as a result of the project shall be awarded to qualified minorities
  - (iii) 10% of permanent jobs created as a result of the Project shall be awarded to qualified women
- C) In order to comply with the employment guidelines set forth above, the Tenant hereby agrees to:
  - i) cooperate with and utilize the services of community agencies engaged in employment recruitment and training as may be designated by the Department of Neighborhood Development ("Designated Community Agencies"); Designated Community Agencies shall include jobs and social service agencies located in the adjacent areas of the Enhanced Urban Enterprise community.
  - ii) provide the Department of Neighborhood Development and the Designated Community Agencies at least five (5) business days in which to identify and refer prospective qualified employees before hiring employees from any other source.

As of the execution date of this lease, the following agencies have been identified the Department of Neighborhood Development as Designated Community Agencies:

Boston Connects, 3013 Washington Street, Roxbury, MA

## GUARANTY

THIS GUARANTY made as of the 20<sup>th</sup> day of September, 2006, by Urban Brands, Inc., with a current address of 100 Metro Way, Secaucus, new Jersey 07094 (hereinafter referred to as the "Guarantor") to and for the benefit of JUBILEE CHRISTIAN CHURCH INTERNATIONAL, INC., a Massachusetts non-profit corporation (hereinafter referred to as "Landlord")

## WITNESSETH

WHEREAS, at the request of the Guarantor and pursuant to an agreement of even date herewith (hereinafter referred to as the "Lease"), Landlord is to lease to metro Apparel of Massachusetts (hereinafter referred to as "Tenant") certain premises contained in the building known and numbered as 2-16 WARREN Street, Boston, Massachusetts, all as more particularly set forth in the Lease; and

WHEREAS, this Guaranty is being made in order to induce Landlord to enter into the Lease;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Guarantor:

1. unconditionally and absolutely guarantees the full performance and observance of all the terms, covenants, conditions and agreements contained in the Lease on the part of Tenant to be performed and observed;
2. waives all suretyship defenses and defenses of like nature and consents to any and all forbearances and extensions which may be granted from time to time to Tenant, and to any and all changes in the provisions of the Lease, it being the intention hereof that the Guarantor shall remain liable as principal until the terms, covenants, conditions and agreements of the Lease (as from time to time amended) shall have been fully performed and observed by Tenant, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor;
3. agrees that the Guarantor shall have no right of subrogation whatsoever with respect to the aforesaid obligations unless and until the same shall have been satisfied in full;
4. agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other security or collateral and without proceeding against Tenant or any co-guarantor, provided, however, that nothing herein contained shall prevent Landlord from suing Tenant with or without making the Guarantor party to the suit, and if such suit or any other remedy is availed of, only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amounts due hereunder;
5. agrees that the Guarantor's obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by an impairment, modification, change, release or limitation of the liability

All terms and conditions of this Lease shall remain in effect with respect to such extension period, except that Fixed Rent shall be increased as set forth in Section 4. Tenant shall have no further option to extend said term.

### 3. Landlord's Work.

(a) Landlord shall, pursuant (where applicable) to its standard Building specifications and in conformity to applicable law, perform in the Leased Premises the work described in Exhibit B attached hereto and made a part hereof ("Landlord's Work"). In all other respects, Tenant shall accept the Leased Premises "as is".

(b) The Delivery Date shall be the date on which Landlord delivers possession of the Leased Premises to Tenant free and clear of other tenants and occupants, having substantially completed Landlord's Work. Such work shall not be deemed incomplete if only minor or insubstantial details of construction or mechanical adjustments remain to be done, or if a delay is caused in whole or in part by Tenant. In the event of a dispute, a certificate of substantial completion given in good faith by a licensed architect selected by Landlord shall be deemed conclusive of the statements therein contained and binding upon Tenant. The Delivery Date is currently estimated to be October 1, 2006. If the Delivery Date occurs after October 15, 2006, Tenant take possession at the Delivery Date, however, unless the tenant opens for business, the Commencement Date of the Lease shall not commence until the later of 90 days after such delivery date or March 1, 2007.

(c) Tenant shall be conclusively deemed to have agreed that Landlord has performed all of its obligations under this Section unless not later than the end of the second calendar month next beginning after the Commencement Date of this Lease Tenant shall have given Landlord notice specifying the respects in which Tenant believes that such obligations have not been performed.

(d) Tenant may enter the Leased Premises following the Delivery Date to undertake such work as Tenant elects to perform pursuant to this Lease in order to prepare the Leased Premises for Tenant's occupancy ("Tenant Work"). Such entry shall be deemed to be pursuant to a license from Landlord to Tenant and shall be at the risk of Tenant and subject to all provisions of this Lease (other than the obligation to pay rent) as if the Commencement Date had occurred. Without limiting the generality of the foregoing, Tenant's Work shall be performed at Tenant's expense in accordance with the provisions of Section 12. Prior to commencing Tenant's Work, Tenant shall submit plans and specifications of Tenant's Work to Landlord for review and approval by Landlord's architect. Tenant shall also submit the name of the contractor for Tenant's work for approval by Landlord. In no event shall Tenant interfere with any work being performed by or on behalf of Landlord in or around the Property. Notwithstanding the foregoing, Tenant shall be given a Tenant improvement allowance of \$107,500.00 (\$25 per rentable square foot "Tenant Improvement Allowance") by Landlord in order to perform Tenant Work.. Tenant agrees that the cost of upgrading the existing electric panel from 200 amp to 400 amp shall be shared equally with the Landlord, and that Landlord may deduct this amount from the Tenant Improvement Allowance. Tenant shall be responsible for the cost of all work constituting Tenant Work that exceeds the Tenant Improvement Allowance. Landlord shall reimburse Tenant within thirty (30) days of properly submitted requests for payment of the



of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the federal Bankruptcy Code or other similar statute, or from the decision of any court;


6. agrees that the Guarantor will reimburse Landlord for all expenses incurred, including without limitation reasonable attorneys' fees, in connection with the enforcement of this Guaranty by Landlord;

7. agrees that the liability of each person executing this Guaranty (if more than one) shall be joint and several in all respects; and

8. agrees that this Guaranty shall be construed as a Massachusetts contract, shall enure to the benefit of and may be enforced by Landlord and any successor or assign in interest of Landlord, and shall be binding upon and enforceable against the Guarantor and the Guarantor's successors and assigns in interest.

IN WITNESS WHEREOF, the Guarantor has executed this instrument under seal as of the day and year first above written.

URBAN BRANDS, INC.

By:   
Name: Mark Gunn  
Its: V.P. Strategic Planning

# 4047047\_v1

## **FIRST AMENDMENT TO LEASE**

This Amendment to Lease is made this 4 day of June, 2009, by and between Jubilee Christian Church International, Inc., a Massachusetts non-profit corporation (the "Landlord") having a business address of 1500 Blue Hill Avenue, Boston, MA 02126 and Metro Apparel of Massachusetts, Inc. a Massachusetts Corporation, d/b/a Ashley Stewart (the "Tenant") having a business address of 100 Metro Way, Secaucus, New Jersey 07094:

### **WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into a Lease dated September 20<sup>th</sup>, 2006, (the "Lease") for certain Premises located at Dudley Square, 2 Warren ST. Roxbury, MA 02119.

**WHEREAS**, the original Contract Rent ("Contract Rent") in the Lease is (\$11,556.24) per month.

**WHEREAS**, Tenant acknowledges that it owes Landlord rent and occupancy costs for the months of, July 2008 (\$11,556.24), January 2009 (\$11,556.24), February 2009 (\$11,556.24), March 2009 (\$11,556.24), April 2009 (\$11,556.24) and May 2009 (\$11,556.24) (the "Delinquent Rent").

**WHEREAS**, Tenant acknowledges that it owes Landlord rent and occupancy costs for the months of January 2009 (\$11,556.24), February 2009 (\$11,556.24), March 2009 (\$11,556.24), April 2009 (\$11,556.24) and May 2009 (\$11,556.24) (the "Delinquent Rent").

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease in certain respects as follows.

**THEREFORE**, for and in consideration of the promise and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 2 of the Lease stating the term of the Lease expires November 30, 2016 shall be amended to reflect that the parties agree to extend the Lease by twelve months to end November 30, 2017 at the annual rate of \$137,600.00.
2. In lieu of the amounts stated above, the parties agree that the Delinquent Rent for the months of July 2008 and January 2009 through May 2009 will be paid at the reduced rate of eighty (80%) percent of the total amount due to Landlord as of the date hereof. The total amount currently due for these months is  $\$69,337.44 \times 80\% = \$55,469.95$  will be paid by June 5, 2009.
3. The parties agree that the rent for the months of June 2009 to and including December 2009 will be at 80% of Contract Rent for these months or  $\$11,556.24 \text{ per month} \times 80\% = \$9,244.99$  (the "Reduced Rate Rent"). Tenant will pay the Reduced Rate Rent no later than the last day of the month it is due.
4. The Lease as amended by this First Amendment sets forth the entire agreement between Landlord and Tenant concerning the subject matter hereof, and there are no other agreements or understandings between them. Tenant hereby certifies and affirms that, to the best of its knowledge as of the date hereof, there are no claims, offsets, or breaches by Landlord of the Lease, or any action or causes of action against Landlord directly or indirectly relating to the Lease.
5. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This First Amendment may be executed by facsimile signature, which shall, for all purposes, serve as an original executed counterpart to this First Amendment.
6. Landlord and Tenant hereby ratify and confirm the Lease, as amended hereby, and agree that this First Amendment shall bind and inure to the benefit of the parties and their respective successors and assigns as of the date hereof.
7. In construing this First Amendment, all headings and titles are for the convenience of the parties only and shall not be considered a part of this First Amendment. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. This First Amendment shall not be construed against either party as the drafter hereof.
8. The provisions of this First Amendment shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9. If Tenant should default under the Lease and/or First Amendment as defined in paragraph 16 of the Lease, beyond any applicable grace or cure period, beginning with the date of default the Reduced Rent Rate will not apply, and full rent as required by the Lease will resume.

10. Article 17 of the Lease is hereby amended to change Landlord's and Tenant's Notice Address as follows:

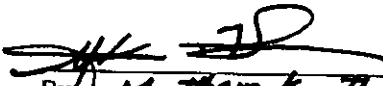
Landlord's Notice Address is:  
New Palmer, LLP  
% NAI Management and Development Co.  
303 Congress St.  
Boston, MA 02210

Tenant's Notice Address is:  
Metro Apparel of Massachusetts, Inc.  
100 Metro Way  
Secaucus, NJ 07094  
Attn: Real Estate

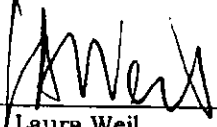
Except as expressly modified herein, the Lease remains in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto are executing this First Amendment to Lease as of the date first written above.

Jubilee Christian Church International, Inc.

By:   
Its: *Rev. Pastor*  
Date: *06/19/09*

Metro Apparel of Massachusetts, Inc.

  
By: Laura Weil  
Its: Chief Executive Officer  
Date: June , 2009

# Holland & Knight

10 St. James Avenue | Boston, MA 02116 | T 617.523.2700 | F 617.523.6850  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

January 19, 2011

LYNNE B. XERRAS  
617-854-1403

Internet  
Address: [lynne.xerras@hklaw.com](mailto:lynne.xerras@hklaw.com)

**Via Overnight Mail**

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

Re: *In re Metro Apparel of Massachusetts*  
*U.S.B.C. District of Delaware Ch. 11 Case No. 10-13055-KJC*

Dear Sir or Madam:

Enclosed please find one original ***Proof of Claim*** for filing on behalf of Jubilee Christian Church in connection with the above-captioned bankruptcy proceeding.

I have also enclosed an extra copy of the claim's cover page for filing confirmation purposes. Kindly date-stamp the extra copy and return it to this office in the self-addressed, stamped envelope provided. Thank you for your attention to this matter.

Very truly yours,

**HOLLAND & KNIGHT LLP**



Lynne B. Xerras

LBX/sew  
Enclosures