



**ATTACHMENT TO PROOF OF CLAIM**

Debtor: Large Apparel of Florida, Inc.  
Creditor: 11010 Seventh Avenue Investments, LLC  
Case No.: 10-13026-KJC

Attachments:

1. Account Statements showing principal amount of rent due, plus additional rent due under Lease between 11010 Seventh Avenue Investments, LLC and Large Apparel of Florida, Inc.
2. Lease between 11010 Seventh Avenue Investments, LLC and Large Apparel of Florida, Inc.

11010 Seventh Avenue Investments, LLC

1177 Kane Concourse

Suite 300

Bay Harbor Islands, FL 33154

# Statement

Date

9/21/2010

To:

Ashley Stewart, Store # 214  
Large Apparel of Florida, Inc.  
Attn: Lease Administrator  
100 Metro Way  
Secaucus, New Jersey 07094

|            |  | Amount Due          | Amount Enc.         |                       |             |
|------------|--|---------------------|---------------------|-----------------------|-------------|
|            |  | \$20,472.59         |                     |                       |             |
| Date       | Transaction  | Amount              | Balance             |                       |             |
| 12/31/2009 | Balance forward  |                     | 10,182.03           |                       |             |
| 01/01/2010 | INV #1939. Due 01/01/2010.   | 9,853.36            | 20,035.39           |                       |             |
| 01/18/2010 | INV #1954. Due 01/18/2010.   | 12,965.53           | 33,000.92           |                       |             |
| 02/01/2010 | INV #1962. Due 02/01/2010.   | 9,853.36            | 42,854.28           |                       |             |
| 02/01/2010 | INV #1970. Due 02/01/2010.   | 1,054.29            | 43,908.57           |                       |             |
| 02/25/2010 | PMT #338955. Partial Pmt December 2009   | -9,852.91           | 34,055.66           |                       |             |
| 02/26/2010 | INV #1985. Due 02/26/2010.   | 134.21              | 34,189.87           |                       |             |
| 03/01/2010 | INV #1976. Due 03/01/2010.   | 9,853.36            | 44,043.23           |                       |             |
| 03/01/2010 | INV #1986. Due 03/01/2010.   | 492.66              | 44,535.89           |                       |             |
| 03/01/2010 | CHK #5529.   | 9,852.91            | 54,388.80           |                       |             |
| 03/15/2010 | PMT #339432. Payment March 2010  | -9,852.91           | 44,535.89           |                       |             |
| 03/18/2010 | CHK #5562.   | 9,852.91            | 54,388.80           |                       |             |
| 03/22/2010 | INV #2033. Due 03/22/2010.   | 2,648.26            | 57,037.06           |                       |             |
| 03/30/2010 | PMT #340139. Payment January 2010  | -9,853.36           | 47,183.70           |                       |             |
| 03/30/2010 | INV #2000. Due 03/30/2010.   | 2,314.57            | 49,498.27           |                       |             |
| 03/30/2010 | PMT #339778. 1st Installment Payment   | -21,806.27          | 27,692.00           |                       |             |
| 04/01/2010 | INV #1992. Due 04/01/2010.   | 9,853.36            | 37,545.36           |                       |             |
| 04/01/2010 | PMT #340263. Pmt Bal Due Jan 2010/Late Fees/ Water Service /Partial Pmt Feb 2010 | -19,039.29          | 18,506.07           |                       |             |
| 04/19/2010 | INV #2001. Due 04/19/2010.   | 147.74              | 18,653.81           |                       |             |
| 05/01/2010 | INV #2008. Due 05/01/2010.   | 9,853.36            | 28,507.17           |                       |             |
| 05/03/2010 | PMT #341242. Payment Water Service   | -147.74             | 28,359.43           |                       |             |
| 05/06/2010 | PMT #341362. 2nd Installment payment   | -9,185.93           | 19,173.50           |                       |             |
| 05/06/2010 | PMT #341285. Payment May 2010  | -9,853.36           | 9,320.14            |                       |             |
| 05/17/2010 | INV #2019. Due 05/17/2010.   | 114.55              | 9,434.69            |                       |             |
| 06/01/2010 | INV #2025. Due 06/01/2010.   | 9,853.36            | 19,288.05           |                       |             |
| 06/02/2010 | PMT #342256. Payment June 2010 & Water Service                                   | -10,102.12          | 9,185.93            |                       |             |
| 06/04/2010 | PMT #342366. 3rd Installment Payment   | -9,185.93           | 0.00                |                       |             |
| 06/22/2010 | INV #2035. Due 06/22/2010.   | 139.95              | 139.95              |                       |             |
| 07/01/2010 | INV #2041. Due 07/01/2010.   | 9,853.36            | 9,993.31            |                       |             |
| 07/06/2010 | PMT #343271. Payment July 2010 & Water Service                                   | -9,993.31           | 0.00                |                       |             |
| 08/01/2010 | INV #2055. Due 08/01/2010.   | 9,853.36            | 9,853.36            |                       |             |
| 08/16/2010 | INV #2065. Due 08/16/2010.   | 100.95              | 9,954.31            |                       |             |
| CURRENT    | 1-30 DAYS PAST DUE   | 31-60 DAYS PAST DUE | 61-90 DAYS PAST DUE | OVER 90 DAYS PAST DUE | Amount Due  |
| 0.00       | 10,518.28  | 9,954.31            | 0.00                | 0.00                  | \$20,472.59 |

Bay Harbor Islands, Fl 33154

9/21/2010

Ashley Stewart, Store # 214  
Large Apparel of Florida, Inc.  
Attn: Lease Administrator  
100 Metro Way  
Secaucus, New Jersey 07094

Page 2



1177 Kane Concourse  
Suite 300  
Bay Harbor Islands, FL 33154

|           |           |
|-----------|-----------|
| DATE      | INVOICE # |
| 8/16/2010 | 2065      |

|  |
|--|
| <b>BILL TO</b>   |
| Ashley Stewart , Store # 214<br>Large Apparel of Florida, Inc.<br>Attn: Lease Administrator<br>100 Metro Way<br>Secaucus, New Jersey 07094 |

|  |
|--|
| SHIP TO  |
| Ashley Stewart , Store # 214<br>Large Apparel of Florida, Inc.<br>Attn: Lease Administrator<br>100 Metro Way<br>Secaucus, New Jersey 07094 |

|                |           |
|----------------|-----------|
| TERMS          | DUE DATE  |
| Due on receipt | 8/16/2010 |

| QUANTITY | DESCRIPTION                | RATE   | AMOUNT |
|----------|----------------------------|--------|--------|
|          | Water Charges 1/2 of total | 100.95 | 100.95 |
|          | Sales Tax                  | 7.00%  | 0.00   |

Please sent all payments to: 11010 Land Company, LLC  
P.O. Box 601551  
Charlotte, NC 28260-1551

|                         |          |
|-------------------------|----------|
| <b>Total</b>            | \$100.95 |
| <b>Payments/Credits</b> | \$-32.07 |
| <b>Balance Due</b>      | \$68.88  |

|              |              |
|--------------|--------------|
| Phone #      | Fax #        |
| 305-867-0707 | 305-867-0704 |

11010 Seventh Avenue Investments, LLC

1177 Kane Concourse

Suite 300

Bay Harbor Islands, FL 33154

# Invoice

| DATE      | INVOICE # |
|-----------|-----------|
| 9/20/2010 | 2080      |

| BILL TO  |
|--|
| Ashley Stewart , Store # 214<br>Large Apparel of Florida, Inc.<br>Attn: Lease Administrator<br>100 Metro Way<br>Secaucus, New Jersey 07094 |

| SHIP TO  |
|--|
| Ashley Stewart , Store # 214<br>Large Apparel of Florida, Inc.<br>Attn: Lease Administrator<br>100 Metro Way<br>Secaucus, New Jersey 07094 |

| TERMS          | DUE DATE  |
|----------------|-----------|
| Due on receipt | 9/20/2010 |

| QUANTITY | DESCRIPTION             | RATE   | AMOUNT |
|----------|-------------------------|--------|--------|
|          | Common Area maintenance | 137.77 | 137.77 |
|          | Water Service           |        |        |
|          | Sales Tax               | 7.00%  | 0.00   |

Please sent all payments to: 11010 Land Company, LLC  
P.O. Box 601551  
Charlotte, NC 28260-1551

|                         |          |
|-------------------------|----------|
| <b>Total</b>            | \$137.77 |
| <b>Payments/Credits</b> | \$0.00   |
| <b>Balance Due</b>      | \$137.77 |

| Phone #      | Fax #        |
|--------------|--------------|
| 305-867-0707 | 305-867-0704 |

LEASE  
BETWEEN  
BAP SEVENTH AVENUE, INC.  
AND  
LARGE APPAREL OF FLORIDA, INC.  
FOR PREMISES LOCATED AT  
THE #1 MARKETPLACE  
MIAMI, FLORIDA

DATED: <sup>January</sup> DECEMBER 7, 1998



LEASE FOR THE #1 MARKETPLACE SHOPPING CENTER

THIS LEASE, made and entered into as this 7 day of <sup>January</sup>~~December~~, 1998 (the "Effective Date") by and between BAP-SEVENTH AVENUE, INC., a Delaware corporation with offices at 317 Madison Avenue, New York, New York 10017 (the "Landlord") and Large Apparel of Florida, Inc., a Florida corporation with offices at 100 Metro Way, Secaucus, New Jersey 07094 (the "Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of a leasehold interest in certain real property located at 11010 N.W. Seventh Avenue between 109th and 111th Street, Miami, Florida improved by a shopping center (the "Shopping Center"), and

WHEREAS, Tenant desires to lease from Landlord a certain premises within the Shopping Center in accordance with the terms and conditions set forth below, and

WHEREAS, Landlord desires to lease to Tenant that certain premises within the Shopping Center in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual premises hereinafter set forth, the parties agree as follows:

ARTICLE I

Demise

Section 1.01 Initial Term. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises in the Shopping Center now existing and/or hereinafter to be constructed consisting of approximately 4,250 square feet plus or minus 50 square feet as shown in Exhibit A annexed hereto and identified as retail # 7 (the "Leased Premises") that being the premises currently occupied by Super Fashions IV, Inc. (the "Prior Tenant") for a term of time to commence on the earlier of (i) March 1, 1999 subject to Section 1.03 or (ii) the date Tenant opens for business in the Leased Premises (the "Commencement Date") and shall expire on January 31, 2004. Providing such entry does not interfere with Landlord's general construction of the Shopping Center, Tenant shall be given access to the Leased Premises prior to the Commencement Date for the purpose of obtaining information required in connection with Tenant's prospective occupancy. Landlord shall tender possession the earlier of (y) ten (10) days from the date the Prior Tenant surrenders possession or (z) on or before January 2, 1999. The parties agree upon demand of the other to execute a supplemental instrument expressing the Commencement Date when such date has been determined. Tenant shall be given the same frontage to the Shopping Center as held by the Prior Tenant.

Section 1.02 Lease Year. The term "Lease Year" shall mean the twelve (12) month period from February 1 through January 31. The first Lease Year shall run from the date Tenant first opens for business in the Leased Premises through January 31 of the year immediately following and the last Lease Year shall run from the previous February 1 through January 31, 2004.

Section 1.03 Delay of Possession. Landlord shall not be liable to Tenant for any damages, costs or expenses incurred whatsoever by Tenant as a result of Landlord's failure to tender possession of the Leased Premises whether by reason of the holding over of the Prior

Tenant or for any other reason except that the March 1, 1999 date set forth in Section 1.01 shall be extended day for day for each day beyond January 2, 1999 possession of the Leased Premises is denied by Landlord.

## ARTICLE II

### Rent and Renewal Options

Section 2.01 Rent Generally. Tenant agrees to pay to Landlord the amount as hereinafter set forth (the "Rent"). The Rent due hereunder shall consist of (i) the Base Rent, (ii) Percentage Rent and (iii) the Additional Rent, all as hereinafter defined. The payment of Rent shall commence upon the Commencement Date. Tenant shall pay to Landlord at such time as Tenant delivers the executed Lease to Landlord the first and second installment of Base Rent payable hereunder. In the event the obligation to pay Rent commences on a date other than the first of the month, Tenant shall pay Landlord on such date a pro rated portion of the Rent calculated on a thirty (30) day calendar month for the balance of that month. The first monthly installment paid to Landlord at delivery of this Lease shall thereafter be applied to the next month's Rent.

Section 2.02 Base Rent. The "Base Rent" shall be \$ 76,500.00 per year, payable in equal monthly installments of \$6,375.00 payable in advance on the first day of each month. Tenant shall pay to the Landlord the Base Rent without notice or demand, set off or deduction except as specifically provided in this Lease.

Section 2.03 Percentage Rent. In addition to Base Rent, Tenant shall pay to Landlord as Percentage Rent an amount equal to four percent (4%) of "Gross Sales" (hereinafter defined) in excess of a base of \$1,912,500 for each Lease Year (the "Gross Sales Base"). For any Lease Year during the term which is less than twelve (12) months the Gross Sales Base shall be adjusted by multiplying the Gross Sales Base by a fraction wherein the numerator shall be the number of days in the short Lease Year and the denominator equals 360.

The term "Gross Sales" shall mean the sales prices of all goods, wares and merchandise sold, and the charges of all services performed by the Tenant in, at, on or from the Leased Premises, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by the Tenant in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises, (ii) pursuant to mail, telegraph, telephone, computer, or other similar orders whether received or filled at or from the Leased Premises, (iii) by means of mechanical and other vending devices in the Leased Premises, (iv) as a result of transactions originating upon the Leased Premises, and/or (v) which the Tenant in the normal and customary course of its operations would credit or attribute to its business upon the Leased Premises, or any part or parts thereof; and (vi) all moneys or other things of value received by the Tenant from its operations at, in, on or from the Leased Premises which are neither included in nor excluded from Gross Sales by the other provisions of this definition; and the Gross Sales made by any subleasees concessionaires, licensees or otherwise.

"Gross Sales" shall not include: (a) the exchange of merchandise between stores of the Tenant where such exchanges are made solely for the convenient operation of the Tenant's business and not for the purpose of consummating a sale which has theretofore been made at, in, on or from the Leased Premises and/or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would have been made at, in, on or from the Leased Premises; (b) returns to shippers or manufacturers; (c) sales of fixtures after use thereof in the conduct of the Tenant's business in the Leased Premises; and there shall be deducted from Gross Sales: (x) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by the Tenant, and (y) the amount of any city, county, state or federal sales, luxury, or excise tax on such sales which is both added to the selling price or absorbed therein, and paid to the taxing

authority by the Tenant.

Tenant agrees to deliver to Landlord, within twenty (20) days after the end of each month during the term hereof, a complete statement certified by an officer of Tenant to be true and accurate showing the amount of Gross Sales for the preceding month. Tenant shall utilize a system of accounting and internal control of sufficient adequacy that would enable a certified public accountant to issue a report on Tenant's statements of sales and operations stating that such statements were prepared in accordance with generally accepted accounting principles. This system shall include use of cash registers equipped with sealed continuous totals to record Gross Sales.

Tenant agrees, within thirty (30) days after the end of each Lease Year to pay to Landlord the Percentage Rent due for such Lease Year and to deliver a statement of the Gross Sales of Tenant made at, in, on and/or from the Leased Premises for such Lease Year to be certified by a certified public accountant or by Tenant's chief financial officer. This statement shall be in such form as prepared by Tenant for its other Florida stores. All Percentage Rent and statements deliverable by Tenant to Landlord under this Lease shall be delivered to the place where Rent is then payable, or to such other place or places as Landlord may from time to time direct by written notice to Tenant.

Tenant shall keep for a period of not less than three (3) years adequate books and records conforming to generally accepted accounting practices showing Gross Sales for each month during such three (3) year period. Tenant agrees that all Gross Sales will be registered at the time each sale is made at cash registers. Landlord shall have the right, at any time upon reasonable notice and during business hours and in no event more than once a year to audit all of the books, register receipts, documents, records, returns, papers, and files of Tenant relating to Gross Sales for any Lease Year; and Tenant, on request of Landlord, shall make all such matters available for such examination at the principal office of Tenant. If Landlord shall have such an audit made for any Lease Year, and the Gross Sales shown by Tenant's statement for such Lease Year shall be found to be understated by more than five percent (5%), then Tenant shall pay to Landlord the cost of such audit. Tenant shall promptly pay to Landlord any deficiency in Percentage Rent plus interest at the rate of fifteen percent (15%) per annum (the "Default Rate") from the date such payment should have been made to the date of payment. Such examination and audit may be made by any accountant designated in writing by Landlord from time to time.

Computation of the Percentage Rent specified herein shall be made separately with regard to each Lease Year of the term hereof; it being understood and agreed that the Gross Sales of any Lease Year and the Percentage Rent due thereon shall have no bearing on, or connection with, the Gross Sales of any other Lease Year of the term thereof. It is further understood and agreed that Landlord shall in no event be construed or held to be a partner or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

**Section 2.04 Additional Rent.** In addition to the Base Rent and Percentage Rent, Tenant shall pay Landlord the "Additional Rent". Additional Rent shall consist of: (i) "Tenants Share" (hereinafter defined) of the expenses incurred by Landlord for the total cost and expense of operating, maintaining, cleaning, repairing and replacing the common areas of the Shopping Center, including, but not limited to, surcharges levied upon or assessed against parking spaces or areas, costs and expenses in connection with maintaining federal, state or local governmental air and environmental standards, the cost of all material, supplies and services purchased or hired therefore; the cost and expense of landscaping, gardening and planting, cleaning, sweeping, painting (including line painting), decorating, paving, lighting, sanitary control, trash, garbage and other refuse, including costs related to trash compactors; heating, ventilating, air-conditioning, and sprinklering, non-structural roof repairs to the Shopping Center, all utility charges incurred in the operation of the common area, fire protection; water and sewerage charges; the costs of all types of insurance coverage carried by

Landlord covering the Shopping Center, including, without limitation, public liability, personal and bodily injury and property damage, including contractual liability endorsements, liability and automobile coverage for automobiles exclusively used for the Shopping Center, fire and extended coverage, loss of rents coverage, vandalism and malicious mischief and all broad form coverage, sign insurance and any other insurance that may be carried by Landlord covering the Shopping Center all in limits and with deductibles selected by Landlord; operation of public toilets; installing and renting of signs; Christmas decorations; installation, maintenance, operation, utility costs and repairs of all exterior signs advertising the Shopping Center and/or individual businesses operated in the Shopping Center; maintenance and repair of utility systems serving the common areas, including water, sanitary sewer and storm water lines and other utility lines, pipes and conduits; maintenance and repair of retention ponds and mitigation areas which serve the Shopping Center; maintenance and repair of heating, ventilating and air conditioning equipment, maintenance and repair of the Shopping Center roof, and parking lot surfaces; depreciation of machinery and equipment owned and used in operation, maintenance and repair of the common areas, or the rental charges for such machinery and equipment; the cost of personnel for services performed at the Shopping Center (including applicable payroll taxes, workmen's compensation insurance and disability insurance) to implement all of the foregoing, including security personnel for the common areas and the directing of traffic and parking of automobiles on the parking areas thereof; management fees which shall not exceed four percent (4%) of the Base Rent. Any capital expenditure entered into by Landlord for the purpose of replacing any portion of the common areas which shall have become damaged, destroyed or obsolete, or for the purpose, in the reasonable judgment of Landlord, of improving the appearance of the Shopping Center, reducing the expense of common area maintenance or rendering the Shopping Center a more effective merchandising location shall be deemed a part of the common area maintenance expense in the year in which such expense is incurred; (ii) Tenants Share of the real estate taxes imposed or assessed against all of the buildings and land which constitute the Shopping Center. Taxes imposed on a portion of a year shall be calculated pro rata for the year. Real estate taxes shall be deemed to include all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against the Shopping Center (land, buildings and/or improvements as the same may be enlarged or reduced from time to time), and other taxes arising out of the use and/or occupancy of the Leased Premises imposed by federal, state, or local governmental authority or any other taxing authority having jurisdiction over the Shopping Center, including expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such tax(es) or assessment(s), but shall exclude franchise, capital stock, income, estate or inheritance taxes personal in nature to Landlord; and (iii) one hundred percent (100%) of the cost and expense incurred by Landlord to replace or repair any real or personal property of Landlord which shall have been damaged or destroyed by Tenant or any other expense incurred as a result of Tenant's breach of any of the conditions of this Lease or of the Rules and Regulations of the Shopping Center (annexed hereto).

"Tenants Share" shall mean 4.13% which is determined by dividing by the number of square feet comprising the Leased Premises (4,250) by the total leaseable square footage of the Shopping Center (102,845).

As an advance payment against the Additional Rent for the first two months, Tenant agrees to pay to Landlord the sum of \$2,480.00 at such time as Tenant delivers the executed Lease to Landlord. On the first day of each calendar month commencing at such time as the obligation to pay Rent commences, as a deposit against the Additional Rent for such month, Tenant shall deposit with Landlord the sum of \$1,240.00. Within sixty (60) days after the end of each calendar quarter, Landlord shall provide Tenant with a detailed report of all expenses incurred and all real estate taxes and assessments paid, together with Landlord's calculation of Tenant's finally determined liability. In the event that, after deduction of Tenant's deposits theretofore paid, a further balance remains, the same shall be due in full on the first day of the month next succeeding the date of each report. In the event that a credit is due to Tenant, the amount thereof shall be a credit against the next installment of Rent due. Landlord shall have the right at the end of each calendar quarter to adjust the contribution set forth in this

Paragraph based on reasonable estimates in its budget.

Notwithstanding anything to the contrary contained herein, Landlord covenants and agrees that the Additional Rent during the first Lease Year shall not exceed \$3.50 per square foot and thereafter increases shall be limited to seven percent (7%) per Lease Year exclusive of taxes, security, insurance and utilities.

Section 2.05 Tenants Rent Tax. Tenant shall promptly pay when due or make reimbursement to Landlord for all taxes imposed on Tenant's Rent, lease and business operations, including, without limitation, all sales taxes, value added taxes, documentary taxes, stamp taxes and other taxes assessed upon the consideration to be received by Landlord for this Lease and upon all personal property of Tenant.

Section 2.06 Utilities. Tenant shall pay promptly as and when the same becomes due and payable all water rents, rates and charges, all sewer rents and all other charges for electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems and other utilities supplied to the Leased Premises. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants in the Shopping Center, Tenant will pay to Landlord upon demand, a proportionate share of such charges for utilities used in common based on square footage of floor space leased to each tenant using such common facilities, in addition to Tenant's payments of the separately metered charges. Landlord makes no warranties or representations regarding sufficiency or availability of utilities to the Leased Premises. Landlord should have no liability to Tenant for disruption of any utility service and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of Rent or other charges.

Section 2.07 Late Charges. Rent due hereunder (except Percentage Rent) including all Additional Rent theretofore accrued and billed to Tenant, if any, shall be due and payable on the first day of each calendar month at the office of Landlord or at such other place as Landlord shall, in writing, designate. In the event Rent due on the first day of any month shall not have been received by Landlord at its designated place of payment on or before the 10th day of the same month (or if the 10th day be a Saturday, Sunday or legal holiday, on the first business day after the 10th), then on or after the first occasion in any Lease Year, a further charge shall be due and payable as Additional Rent, such charge to be an amount equal to five percent (5%) of the amount due and unpaid. In the event any Percentage Rent due for any Lease Year is not paid within sixty (60) days following the end of any Lease Year, then a further charge shall be due and payable as Percentage Rent, such charge to be an amount equal to five percent (5%) of the amount due and unpaid. Delays in mail delivery shall not be a defense. Monies received on account of Rent shall be applied by Landlord to the oldest items due, notwithstanding any contrary indication or endorsement on any check or other instrument tendered by Tenant. Billing and collection of the late charges provided for in this Section shall not constitute a waiver of Landlord's rights against Tenant by reason of non-payment of Rent, consistent late payment of Rent or otherwise.

Section 2.08 Rent Recalculation. Tenant shall have the right to challenge the Landlord's measurement of the square footage of the Leased Premises. In the event the actual square footage of the Leased Premises is less than 4,200 or greater than 4,300, the Base Rent, Additional Rent and Percentage Rent breakpoint shall be recalculated based on the actual square footage of the Leased Premises. Tenant's right to challenge the actual square footage of the Leased Premises shall expire on February 1, 1999.

Section 2.09 Renewal Options. Landlord grants to Tenant the right and option to renew this Lease for two (2) successive and consecutive additional terms of five (5) years. The option rights of Tenant hereunder are subject to the following conditions: (i) Tenant has been in good standing and has not been in default, without cure beyond any applicable grace period, if any and (ii) Tenant is not in default of any of the terms, conditions and covenants of the Lease at such time as any option period is scheduled to commence beyond any applicable

grace period, if any. Rent during the renewal terms shall be calculated in the manner set forth in this Article II of this Lease as if the renewal terms were an extension of this Lease rather than a new agreement except that the Base Rent shall increase for the first option term to \$82,875.00 or \$6,906.25 per month; and for the second option term to \$95,625.00 or \$7,968.75 per month. All other terms, covenants and conditions set forth in this Lease shall be applicable during each renewal term. Tenant shall give Landlord notice in writing of its intention to exercise any renewal term, not less than six (6) months prior to the expiration date of this Lease or any renewal thereof. If Tenant fails to exercise any option granted hereunder in a timely fashion, time being of the essence, it shall be deemed conclusively presumed that Tenant waived its right to exercise the option. If Tenant fails to exercise any option then all successive options shall be deemed void.

Section 2.10 Holdover. In the event Tenant shall hold over after termination of this Lease, such holding over shall be at a Rent equal to the Rent due hereunder for the last month of the then existing Lease Term except that the Base Rent shall be one hundred and fifty percent (150%) of the then existing Base Rent. Such holding over shall be month-to-month and may be terminated by either party on thirty (30) days prior notice in writing.

Section 2.11 Reserved.

### ARTICLE III

#### Indemnity and Insurance

Section 3.01 Indemnity. Tenant agrees to indemnify and save Landlord and any ground and underlying lessor(s) of the Leased Premises harmless from and against any and all claims, demands, losses, damages, liabilities, costs, expenses, fees, including reasonable attorneys fees, fines, awards, judgements, and penalties (except such as a result from the negligence of Landlord, or any such ground or underlying lessor(s) or their respective agents, contractors, servants or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted in or the use and/or occupancy of the Leased Premises or occurring in, on or about the Leased Premises or any part thereof, or arising directly or indirectly, from any act or omission of Tenant or any concessionaire or sub-tenant or their respective licensees, servants, agents, employees or contractors. Tenant further agrees to defend, indemnify and hold Landlord, any ground and underlying lessor(s) and any mortgagee harmless from all claims, demands, losses, damages, liabilities, costs, expenses, fees, fines, awards, judgements and penalties including, but not limited to clean up costs, remedial and monitoring costs, damages to the environment, attorneys fees and costs of litigation, arising out of the Tenant's violation of any hazardous substance law. The covenants of this Section shall survive the termination or expiration of this Lease.

Section 3.02 Tenant's Insurance Obligations. Tenant shall obtain and provide at its cost and expense on or before the earlier of the Commencement Date or Tenant's entering the Leased Premises for any purpose, and keep in force at all times thereafter, the following insurance coverage with respect to the Leased Premises:

(i) Commercial general liability insurance, with contractual liability endorsement relating to the Leased Premises and its appurtenances on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00) per incident and Two Million Dollars (\$2,000,000) in the aggregate with respect to injury or death of person and Five Hundred Thousand Dollars (\$500,000.00) with respect to property damage or such higher limits as Landlord shall elect from time to time except that Landlord shall not increase these limits during the initial term and any increase imposed thereafter shall be reasonable and in line with limits being imposed on other new Tenants;

(ii) Insurance in an amount adequate to cover the replacement cost of all personal property, stock of goods, decorations, plate glass in and around the Leased Premises including the storefront, trade fixtures, furnishings, equipment, and all Tenant's contents within the

Leased Premises from fire, lightning, windstorm, vandalism, malicious mischief and flood or other casualty;

(iii) Machinery insurance covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on, adjoining, above or beneath the Leased Premises, in an amount of One Million Dollars (\$1,000,000.00);

(iv) Business interruption insurance covering those risks referred to in (i) in an amount equal to all Base Rent and other sums payable under this Lease for a period of twenty-four (24) months commencing with the date of loss;

(v) Worker's compensation insurance covering all persons employed, directly or indirectly, by Tenant as required by the law of Florida; and

(vi) Such other insurance as may be carried on the Leased Premises and Tenant's operation thereof, as may be reasonably determined by Landlord from time to time.

Section 3.03 Insurance Obligations During Tenant Improvements. Before Tenant or its contractors undertakes any alterations, additions, improvements or construction, Tenant or its contractors shall obtain at its expense a (i) public liability insurance policy insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in Section 3.02; (ii) workers compensation insurance covering all persons employed, directly or indirectly in connection with any work performed by Tenant; and (iii) all risk coverage covering damage to the construction and improvements to be made by Tenant in an amount no less than the complete cost of replacement with one hundred percent (100%) co-insurance protection. All such coverage shall name the Landlord as an additional insured. Original policies shall be delivered to Landlord prior to the commencement of any work by Tenant or its contractors.

Section 3.04 Policy Requirements. All of the aforesaid insurance except the workmen's compensation shall name Landlord (and any designee(s) of Landlord) as additional insureds and shall be written by one or more responsible insurance companies reasonably satisfactory to Landlord with a Best's rating of no less than A-VII and in form satisfactory to Landlord. All such insurance may be carried under a blanket policy covering the Leased Premises and any other of Tenant's stores. All such insurance shall contain endorsements to the effect that such insurance may not be canceled or amended with respect to Landlord (or its designees) except upon thirty (30) days' prior written notice to Landlord (and any such designees) by the insurance company. In the event of payment of any loss covered by any such policy hereunder, Landlord (or its designees) shall be paid first by the insurance company for Landlord's loss. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least thirty (30) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least thirty (30) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional rent payable with the next installment of Additional Rent.

Section 3.05 Insurance Rates. Tenant shall not carry any goods or conduct its business in a manner which will in any way increase the insurance rates of the Shopping Center or any other premises within the Shopping Center. If, at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act or omission or commission by Tenant, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the Leased Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such

use may have been consented to by Landlord), the insurance rate(s) applicable to the Shopping Center or any other premises in the Shopping Center and/or to the contents in any or all of the aforesaid properties shall be higher, Tenant agrees that it will pay to Landlord, on demand, as Additional Rent, such portion of the premiums for all insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the lines in the Leased Premises or the building in which the Leased Premises are located, Tenant shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and any governmental authority having jurisdiction thereof.

**Section 3.06 Waiver of Subrogation.** Landlord shall not be liable for any damage by fire or other peril includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused, provided such coverage is in effect at the time of the loss, it being understood that the Tenant will look solely to its insurer for reimbursement. Landlord and Tenant further agree that their respective insurance companies shall have no right of subrogation against the other. Tenant shall not be liable for any damage by fire or other peril includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused, provided such coverage is in effect at the time of the loss, it being understood that Landlord will look solely to its insurer for reimbursement. Any waiver of either party's rights against the other contained in this Section shall be ineffective if such waiver shall be unobtainable or result in any increase in the cost of the waiving party's insurance, unless the other party shall pay such increase within twenty (20) days after notice thereof.

#### ARTICLE IV

##### Tenant's Occupancy

**Section 4.01 Usage.** Landlord has leased the Leased Premises to Tenant and Tenant has leased the Leased Premises from Landlord for the principal purpose of the retail sale of plus size women's apparel (sizes 14 to 26) and lingerie. Tenant covenants that it will operate the Leased Premises principally for such purpose. As an incidental use, not to exceed ten percent (10%) of the floor space of the Leased Premises in the aggregate, Tenant shall have the right to use the Leased Premises for the retail sale of children's, infant's and women's apparel, furnishings and accessories, perfumes, bath and body products, handbags, scarves, cosmetics, costume jewelry (including precious metals), gifts and boutique items and for the alterations of apparel sold in the Leased Premises. Tenant shall operate the Leased Premises in compliance with all federal, state, county and local laws, ordinances and regulations pertinent thereto and that it will not conduct any business or permit any business to be conducted, in violation of any law, ordinance or regulation of any governmental entity having jurisdiction; nor will it conduct any business operations other than those permitted by this Section without the prior consent in writing of Landlord, which consent may be granted or withheld at Landlord's sole and exclusive discretion. Tenant further agrees to conduct its business in a high class manner consistent with the Shopping Center. Tenant agrees to operate continuously in the Leased Premises during the entire term of the Lease, including all renewals, except as otherwise specifically set forth. Notwithstanding anything contained in this Section to the contrary, Tenant shall not sell, market or advertise misses, junior or women's apparel using a one price, multiple specific price or ceiling price marketing concept in violation of the exclusive use held by DOTS, Inc. (the "DOTS' Concept"). In amplification of the foregoing, you shall be deemed to be using the DOTS' Concept if the women's apparel you sell is being sold, marketed and/or advertised (i) at one fixed price point (for instance \$16 per unit), (ii) at a readily quantifiable number of specific price points (for instance, at \$8, \$10, \$12, \$14 or \$16 per unit), or (iii) at or below a fixed ceiling price point (for instance, at or below \$20 per unit).

**Section 4.02 Hours of Operation.** Tenant shall keep the Leased Premises open for



business continuously during normal and customary business hours no less than six (6) days per week between the hours of 10:00 A.M. to 6:00 P.M.

Section 4.03 Rules and Regulations. Tenant agrees to comply with the Rules and Regulations which are annexed to this Lease and made a part hereof.

Section 4.04 Radius Restrictions. In recognition of the fact that this Lease provides for a Percentage Rent based upon the sales made by the Tenant in or from the Leased Premises, the Tenant covenants and agrees (insofar as and to the extent that it is lawful to so agree) that for the period commencing with the execution of this Lease and continuing for the full term of this Lease, neither the Tenant nor any of its affiliates, parent, or subsidiary companies will operate, either directly or indirectly, another store (including a department or concession in another store) of any kind, nature or description (other than stores, departments, or concessions presently being operated by it or them) within a reasonable area of the Leased Premises, without the prior written consent of the Landlord. The Tenant acknowledges that an area within a circle having as its center the Leased Premises and having a radius of one (1) mile is a reasonable area for this purpose. In addition to any other remedy otherwise available to the Landlord for breach of this covenant, it is specifically agreed that the Landlord may at the Landlord's election require that any and all sales made in or from any such other store be included in the computation of the Percentage Rent due hereunder, with the same force and effect as though such sales had actually been made in or from the Leased Premises. Notwithstanding anything to the contrary, it is agreed that this covenant shall not apply to any of Tenant's stores existing prior to the date of this Lease or to any store of Tenant or any affiliate operating under a different trade name.

Section 4.05 Subletting and Assigning. Tenant shall not assign or sublet this Lease without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. Any assignment, subletting or other transfer of the Leased Premises by Tenant without the prior written consent of Landlord shall be null and void and shall constitute a default under the Lease. In evaluating the approval of any assignment or sublet, Landlord at its sole discretion may establish standards for the approval of a proposed assignee or subtenant which standards may include but are not limited to net worth, type of business, business experience, reputation and effect on Tenant mix. If Landlord determines that such Tenant does not meet such standards, such determination shall be deemed reasonable. Any assignment or sublease by Tenant shall be only for the purposes specified in Section 4.01 hereof and for no other purpose. If Landlord shall consent to any assignment or sublease, the assignee or sublessee shall assume all of Tenant's obligations under the Lease and in no event shall any assignment or sublease of the Leased Premises release or relieve Tenant from any obligations of this Lease. Any consent issued by Landlord is subject to approval of the form of sublease or assignment agreement. Tenant shall deliver a fully executed sublease or assignment and assumption agreement to Landlord. Tenant agrees to pay as Additional Rent Landlord's reasonable attorneys' fees incurred in connection with review and/or preparation, if necessary, of any assignments or subleases. If Tenant's interest in this Lease is sublet, Landlord may, after default by Tenant, collect the rent directly from the subtenant and apply the net amount collected to the rent due from Tenant. No such collection shall release Tenant from its obligations under this Lease. In the event of such default, Tenant hereby authorizes such subtenant to pay the rent directly to Landlord.

In the event Tenant shall assign its interest in this Lease or sublet the Leased Premises for rentals in excess of those rentals reserved hereunder, Tenant shall pay all of such excess rent it receives to Landlord as Additional Rent.

If the Tenant is a corporation, partnership or limited liability company, the transfer, sale or other disposition of fifty percent (50%) or more of the capital stock, partnership interests or membership interest of the Tenant shall be deemed an assignment or transfer within the meaning of this Section.

So long as Tenant is not in default under any of the provisions of this Lease, Tenant

may assign its interest under this Lease or sublet the entire Leased Premises (but not a part thereof) to a wholly owned corporation or controlled subsidiary of Tenant, without the consent of Landlord provided such successor entity will continue to conduct business in substantially the same manner and has net worth equal to or greater than the Tenant as of the Commencement Date and provided further that Tenant delivers to Landlord a written assignment or sublet agreement within ten (10) days after the effective date of the assignment or sublet.

Section 4.06 Exclusivity. Provided Tenant is not in default of this Lease after the expiration of any applicable notice or grace period, if any, Landlord covenants and agrees not to enter into any lease with any other tenant for use by such tenant of its leased premises for the retail sale of women's plus sizes and/or plus size lingerie as its use, provided however that any tenant may sell such items as an incidental use. An incidental use shall mean that such merchandise does not exceed ten percent (10%) of the floor space of such tenant in the aggregate. Notwithstanding anything contained in Section 4.06 to the contrary, the exclusivity granted hereunder and the covenant agreed upon by Landlord shall not apply to existing tenants of the Shopping Center or their subtenants or assignees. In the event Landlord breaches the covenant set forth in this Section, Tenant shall have the right to (i) terminate the lease on written notice or (ii) pay in lieu of Base Rent the lesser of the then current Base Rent or percentage rents equal to five percent (5%) of Tenant's gross sales plus in either event Additional Rent until the breach is cured. Tenant's right to terminate must be exercised within one hundred twenty (120) days of Tenant's notice of the breach and shall be effective no sooner than 90 days from Landlord's receipt of the notice.

## ARTICLE V

### Subordination and Attornment

Section 5.01 Subordination. Tenant agrees and acknowledges that this Lease is subordinate to the prior liens of any mortgages and/or land leases now or hereafter placed by Landlord or any predecessor or successor in interest to Landlord in the Leased Premises and the land underlying the same, and the common areas and the entire land and buildings which constitute the Shopping Center of which the Leased Premises leased hereunder form a part; and Landlord may assign, pledge or hypothecate this Lease and any and all of Landlord's rights hereunder in connection therewith. Tenant agrees that it will execute and deliver to Landlord upon demand therefor such other and further instruments effectuating the subordination of this Lease upon demand of Landlord or any mortgagee of Landlord or of land lessor. If any land lessor or mortgagee requires that this Lease be prior rather than subordinate to any such land lease or mortgage, Tenant shall promptly upon request therefore by Landlord and without charge therefore, execute a document acknowledging and affecting such priority. Landlord shall make reasonable efforts to obtain a non disturbance agreement from Tenant's lender, The Chase Manhattan Bank. In connection therewith, Landlord shall contact its lender and request a non disturbance agreement on behalf of Tenant. Landlord makes no representation to Tenant that its lender shall agree to provide Tenant with a non disturbance agreement. The failure of Landlord to obtain a non disturbance agreement shall in no way limit the subordination given by Tenant hereunder.

Section 5.02 Attornment. In the event any transfer of the ownership of the Shopping Center whether voluntary or involuntary by foreclosure, bankruptcy, sale or otherwise, Tenant shall at the option of the transferee, attorn to said transferee to the same extent as if such transferee were the initial landlord under the Lease.

## ARTICLE VI

### Repairs and Maintenance

Section 6.01 Landlord Repairs. Except as specifically set forth in this Lease,

Landlord agrees to keep in good order and make all necessary structural repairs to exterior walls (except glass, glass windows, doors, store fronts and signs), and the roof, plumbing, pipes and conduits located outside the Leased Premises and/or in the common areas and parking areas except for damage thereto caused by any act or negligence of the Tenant, its employees, agents, licensees, contractors.

Section 6.02 Tenant Repairs. Tenant shall make and pay for all repairs to the Leased Premises and keep and maintain the Leased Premises in good order and repair and shall be liable and responsible for the maintenance, repair and when necessary at Tenant's election, the replacement of all heating, air conditioning, internal plumbing, electrical and lighting equipment, sprinklers and other systems serving the Leased Premises. The failure of Tenant to elect to replace the foregoing systems and equipment shall not be deemed to impose any obligation on Landlord to replace same. If any system is also serving another premises, Tenant shall be responsible for its pro rata share of such repair or replacement unless such repair or replacement is necessitated by a tenant's (which may mean the Tenant's) sole negligence or willful acts in which event such repair or replacement shall be borne solely by such tenant. Tenant shall keep all glass and show moldings, partitions, doors, floors, fixtures, equipment and appurtenances thereof in good order and repair.

If Tenant does not repair properly as required hereunder and to the reasonable satisfaction of the Landlord or Landlord determines that emergency repairs are necessary or repairs or replacements to the Shopping Center and/or the common areas or to the Leased Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, sub-tenants, assigns, contractors or licensees then in such event Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill therefor. Such bills may include interest at the Default Rate from the date such repairs were billed by contractors.

Section 6.03 Maintenance of Leased Premises. Tenant shall at all times maintain the Leased Premises in clean and good order, free of accumulated trash, vermin and any other condition which is unsightly unsanitary or a nuisance to other tenants or to the public. Tenant shall not at any time remove trash, sweepings or other material from the Leased Premises to the sidewalks or drives of the Shopping Center except to deposit same into Tenant's trash receptacles or trash dumpsters designated by Landlord for Tenant's use. Tenant shall not deposit its trash into trash receptacle maintained by Landlord for public use.

Section 6.04 Landlord's Access. Upon reasonable notice and at reasonable times Landlord shall have access to the Leased Premises for the purpose of (i) inspection and (ii) making repairs for which Landlord is liable, and at any hour for the purpose of making emergency repairs. Tenant expressly grants Landlord the right to force entry to the Leased Premises for the purpose of making emergency repairs during hours when Tenant is not open for business, but not for any other purpose. Landlord shall make reasonable efforts not to interfere with the operation of Tenant's business when making repairs to the Leased Premises.

## ARTICLE VII

### Additions and Alterations

Section 7.01 By Landlord. In the event Landlord shall perform maintenance operations, make repairs, alterations, additions or erect, or add stories to existing buildings in the Shopping Center, Tenant hereby consents thereto and to the performance of work provided that any necessary construction work does not unreasonably interfere with the operation of Tenant's business. The design, materials and performance of necessary work therefor shall be in the sole unrestricted discretion of Landlord.

Section 7.02 By Tenant. Upon the written consent of Landlord which consent shall not be unreasonably withheld or delayed, Tenant may from time to time, if Tenant shall not

then be in default beyond applicable notice and grace periods, if any, at its own expense, alter, renovate or improve the Leased Premises provided any work undertaken is performed in a good and workmanlike manner, in accordance with accepted building practices and applicable laws including building codes and zoning ordinances and is in keeping with the general standard of the Shopping Center. No changes, alterations or improvements shall be made affecting the exterior of the Leased Premises or area of the Shopping Center other than the Leased Premises and no structural changes of any kind shall be made to the Leased Premises without Landlord's prior written consent. Prior to commencement of all such work, Tenant shall obtain Landlord's prior written approval of the plans and specifications and shall obtain such insurance as set forth in Section 3.03 above. Landlord shall also have the right to require the construction to be bonded. Any work done by Tenant shall not interfere with the use by other tenants of their premises in the Shopping Center. Landlord shall not unreasonably deny consent provided Tenant complies with all the reasonable requirements of Landlord. It is agreed and understood that the requirements imposed on Tenant as set forth in Section 10.03 shall be deemed reasonable for purposes hereunder and shall be deemed imposed for all alterations, renovations and improvements made to the Leased Premises hereunder.

Tenant shall hold harmless Landlord from and against any and all bills for labor performed and equipment, fixtures and materials furnished to Tenant and applicable sales tax thereon, and from and against any and all liens or claims therefor placed against the Leased Premises or the Shopping Center, due to Tenant's work.

#### ARTICLE VIII

##### Damage or Destruction and Eminent Domain

Section 8.01 Damage or Destruction. If all or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty insured under the standard fire insurance policy with approved standard extended coverage endorsement applicable to the Leased Premises, Landlord shall, except as otherwise provided herein, restore, repair and/or rebuild the same to the condition as exist on the date hereof with reasonable diligence and Landlord shall not be obligated to commence such repairs and/or rebuilding until insurance proceeds are released to Landlord under its insurance policy which are allocable to the Leased Premises. If by reason of such occurrence, the Leased Premises shall be rendered untenable in whole or in part, the Rent shall abate in that proportion which the untenable floor space bears to the total floor space of the Leased Premises until such time as Landlord substantially completes any restoration required under this Lease. Unless this Lease is terminated by Landlord, as hereinafter provided, this Lease shall remain in full force and Tenant shall repair, redecorate and re-fixture the Leased Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to its destruction or casualty, and the proceeds of all insurance carried by Tenant on its personal property, decorations, trade fixtures, furnishings, equipment and contents in the Leased Premises shall be held in trust by Tenant for such purposes. Tenant agrees to exercise reasonable diligence to reopen for business in the Leased Premises as soon as practicable unless this Lease is terminated by Landlord, as hereinafter provided.

Notwithstanding anything else to the contrary contained in the immediately preceding Paragraph of this Section, or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant given within sixty (60) days after the occurrence of any of the following: (i) the Leased Premises and/or building in which the Leased Premises are located shall be damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance and such expense to restore shall exceed Fifty Thousand Dollars (\$50,000.00); or (ii) if greater than twenty five percent (25%) of the Leased Premises is damaged or destroyed; or (iii) the Leased Premises shall be damaged or destroyed during the last two (2) years of the initial term or any additional term of this Lease; or (iv) in the event fifty percent (50%) or more of the buildings which comprise the Shopping Center shall be damaged or destroyed (whether or not the Leased Premises are damaged); or (v) any or all of the buildings or common areas of the Shopping Center are damaged (whether or not

the Leased Premises are damaged) to such an extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an economically viable unit.

The extent of the damage or destruction shall be determined by the company or companies selected by Landlord insuring Landlord against the casualty in question, or if there shall be no insurance, then as the parties hereto shall agree, or in absence of an insurance company determination or any agreement, the parties agree that an independent Florida licensed architect mutually agreed upon shall determine the extent of damage or destruction as applicable which determination shall be binding on the parties.

Upon the giving of notice of termination to Tenant the obligation of Tenant to pay Rent shall cease on the effective date of termination.

**Section 8.02 Eminent Domain.** If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate and expire as of the date of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking.

Anything in this Lease to the contrary notwithstanding, in the event more than twenty percent (20%) of the Leased Premises is taken and such partial taking shall render the Leased Premises unsuitable for the business of the Tenant as determined by the Landlord or more than twenty-five percent (25%) of the then existing paved parking spaces of the Shopping Center shall be appropriated or taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after such taking. In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease (except all Rent due shall be paid up to that date with the appropriate refunds of Rent paid in advance); provided, however, that if more than twenty-five percent (25%) of the then existing paved parking spaces shall be appropriated or taken and Tenant shall have given notice to Landlord of cancellation, Landlord may at its option nullify and vacate Tenant's cancellation by giving Tenant notice within thirty (30) days prior to the effective date of taking that it will provide substitute parking on or adjacent to the Shopping Center sufficient to cause the paved parking spaces after such substitution to be reduced by not more than fifteen percent (15%) of the number of spaces prior to such taking, in which event the Lease shall remain in full force and effect.

If a portion of the Leased Premises is taken, and if this Lease shall not be terminated as provided in the preceding Paragraph, then the Rent shall be ratably reduced according to the space so taken, and Landlord shall upon receipt of the condemnation award, restore the remaining portion of the Leased Premises to a complete architectural unit. The cost of Landlord's obligation hereunder shall be limited to that portion of the net proceeds of the condemnation award actually received and retained by Landlord which are allocable to the Leased Premises.

If more than twenty percent (20%) of the leaseable floor space within the Shopping Center shall be so taken, regardless of whether or not the Leased Premises shall have been partially taken, then Landlord shall have the right to terminate this Lease on thirty (30) days written notice.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant except for the cost of removal of stock and fixtures and moving expenses.

## ARTICLE IX

### Default

**Section 9.01 Events of Default.** The following occurrences shall be deemed an "Event

of Default": (i) in the event Rent (except Percentage Rent) or any other money due hereunder shall remain unpaid for a period of fifteen (15) days or more from and after the date notice of the failure to pay Rent is deemed received pursuant to Section 11.07 below; (ii) in the event any Percentage Rent due for any Lease Year shall remain unpaid for a period of thirty (30) days or more from the after the date notice of the failure to pay same is deemed received pursuant to Section 11.07 below; (iii) in the event Tenant fails to open to the general public within one hundred eighty (180) days from the date Landlord tenders possession of the Leased Premises to Tenant; (iv) in the event Tenant shall violate or be in breach of any other of the covenants of this Lease for a period of thirty (30) days after Tenant's receipt of demand in writing to correct, cease and desist therefrom, provided however if the default is of such a nature that it can not reasonably be cured within such period and provided that Tenant commences to cure within said thirty (30) day period and continues to diligently proceed to cure such default Tenant shall not be deemed to be in default hereunder; (v) in the event Tenant, or any guarantor of this Lease, shall (a) voluntarily or involuntarily be adjudged bankrupt or insolvent by any court having jurisdiction, (b) make or suffer assignment for benefit of creditors, (c) make or suffer any filing or adjudication of bankruptcy under any chapter of the Federal Bankruptcy Act (or any other voluntary or involuntary filings or adjudications or similar nature under any amendment to or revision of said Act or under any State law), or (d) suffer the appointment of a receiver over its business and property, then, and in any of these events, this Lease may be canceled by Landlord upon notice in writing to Tenant; or (vi) in the event Tenant shall cease to operate and discontinue its business in and on the Leased Premises for a period of ten (10) consecutive days.

Section 9.02 Landlord's Rights and Remedies Upon Default. Upon the occurrence of any of these Events of Default Landlord shall have the right, by notice in writing to Tenant, to cancel and terminate this Lease and Landlord, its agents and employees shall have the right to re-enter the Leased Premises, repossess the same, remove the property of Tenant (without any duty on Landlord to keep, store and safeguard the same) and offer the Leased Premises for re-rental. In such event, Tenant shall pay to Landlord (i) all reasonable costs of Landlord incurred in the dispossession and repossession, including, but not by way of limitation, all reasonable legal fees and actual court costs; (ii) an amount equal to the loss of Rent by Landlord as and when due; (iii) reasonable charges for cleaning and preparation of the Leased Premises for another tenant; and (iv) any brokerage commissions, advertising or other expenses incurred in re-letting the Leased Premises. Landlord shall not be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of the Leased Premises in excess of the Rent provided in this Lease. Landlord may seek such legal remedies, including action for damages and/or injunction relief, as it may deem appropriate, and the selection of any one such remedy shall not estop Landlord from seeking any other and further remedy.

Section 9.03 Tenant Waivers. Tenant waives its rights to trial by jury in any action, proceeding or counterclaim brought against the Landlord on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, the Tenant's use or occupancy of the Leased Premises, and any claim for the Tenant's use or occupancy of the Leased Premises, and any claim for injury or damage. In the event Landlord commences any proceeding for the non-payment of Rent, Tenant will not file any counterclaims in such proceedings. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws should Tenant be evicted or validly disposed from the Leased Premises for any cause, or Landlord re-enters the Leased Premises following the occurrence of any default after the expiration of any applicable notice and grace period, if any, or if this Lease is terminated before the term expires.

## ARTICLE X

### Improvements to Leased Premises

Section 10.01 Condition of the Leased Premises. Tenant acknowledges that it has examined and inspected the Leased Premises, is familiar with the physical condition thereof

and finds the same suitable for Tenant's purposes. Tenant further acknowledges that Landlord has not made any representations regarding the physical condition of the Leased Premises or the Shopping Center and there are no warranties, express or implied regarding the condition of the Leased Premises or the Shopping Center. Tenant accepts the Leased Premises AS IS and Landlord shall be required to perform no repairs, improvements or other work therein (other than delivery of the Leased Premises broom clean).

#### Section 10.02 Reserved.

Section 10.03 Improvements by Tenant. Tenant has the right and obligation, at its sole cost and expense, to construct within the Leased Premises certain improvements and purchase certain equipment reasonably required to operate its business within the Leased Premises. The improvements to be constructed by Tenant shall be set forth in the plans (the "Tenant Plans") which shall be submitted to Landlord for its review and approval on or before thirty (30) days from the date this Lease is fully executed and delivered to Tenant. Landlord's approval shall not be unreasonably withheld or delayed. Landlord agrees to act promptly and diligently in connection with its review and approval of the Tenant Plans. No work shall commence until the Tenant Plans are approved by Landlord. Tenant at its sole cost and expense shall obtain all necessary permits and approvals from any governmental authority or agency having jurisdiction which are required for the work to be performed. Tenant shall obtain all necessary permits, approvals and hookups from the appropriate utility companies and Tenant shall pay all fees, charges and deposits in connection therewith. Prior to commencement of the improvements set forth in the Tenant Plans, Tenant shall submit to Landlord, for Landlord's approval the names of all the proposed contractors and subcontractors proposed by Tenant to perform improvements set forth in the Tenant Plans which approval shall not be unreasonably withheld or delayed. All such work shall be performed and completed in accordance with the Tenant Plans, in a first-class workmanlike manner and in accordance with all laws, ordinances, rules and regulations as may be applicable and performed by contractors and subcontractors licensed in the State of Florida. Tenant shall indemnify the Landlord and hold it harmless from and against all claims, liens, costs, including reasonable attorneys' fees and other liabilities which the Landlord incurs arising out of the construction. Tenant shall be required to carry and have its contractors satisfy the insurance obligations amount set forth in Section 3.03 of this Lease. Landlord shall be named as an additional insured under such insurance. Tenant will be required, at its sole cost and expense, to cause to be canceled, discharged or bonded within thirty (30) days of written notice of the filing thereof all liens or violations which may arise from or in connection with any work performed by the Tenant. All contracts entered into by Tenant for construction shall contain a waiver of lien clause against the Shopping Center. Tenant will pay for any utility charges incurred at the Leased Premises during its construction. The Tenant shall perform its work in a diligent and expeditious manner. The Tenant will exert all reasonable efforts to see that any work it performs will not interfere with the business of the Landlord or any of the tenants in the Shopping Center.

Section 10.04 Rent Credit. Provided Tenant is not in default of its obligations hereunder after the expiration of any applicable notice and grace period, if any, Landlord agrees to pay Tenant the sum of \$21,250.00 to offset some of Tenant's construction costs within sixty (60) days from the date Tenant opens its store for business to the general public.

Section 10.05 Condition of Expiration. At the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as exists on the date Tenant opened for business to the general public hereunder reasonable wear and tear excepted. All alterations, additions, improvements, and fixtures which are permanently attached to the floor, walls or ceiling shall be the property of Landlord. If Tenant does not remove all of its effects from the Leased Premises at the termination of the Lease, Landlord may remove such effects without liability whatsoever to Tenant.

Section 10.06 Signage. Except as specifically set forth in the Tenant Plans, Tenant shall not erect or install any exterior signs, lettering or placards on, in or around the Leased

Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall, at its own expense, install within thirty (30) days after the Commencement Date an exterior sign consisting of internally illuminated individual channel letters in a place on the Leased Premises to be designated by Landlord, which sign will advertise Tenant's name or type of business. The form, color, materials, design, location and dimensions of the sign will be consistent with the sign criteria established for the Shopping Center by the Landlord. Tenant shall replace or repair all signage including, without limitation, all mechanical and electrical parts at Tenant's sole expense as necessary to maintain same in good condition and repair, except for repairs necessitated by the negligence or wilful misconduct of Landlord, its agents, employees or contractors. Within thirty (30) days after receipt of written notice from Landlord advising Tenant to the effect that Landlord intends to renovate, repair or in any way modify or alter the front or facade of the building in which the Leased Premises is located, Tenant agrees that it will remove its store sign at Landlord's sole expense. If Tenant fails to remove its signs as provided in this Paragraph, Landlord may remove the sign and charge Tenant the cost of removal plus a twenty percent (20%) service charge, as additional rent. Tenant shall remove all signage at the end of the Lease Term and repair any damage to the Leased Premises caused by the installation and removal of the signage. Landlord represents that there is no pylon sign at the Shopping Center and there no present plan to build a pylon sign. In the event that at some time in the future Landlord erects a pylon sign, Tenant shall, at Tenant's sole cost and expense, have the right to have a portion of the space on the pylon sign for the purpose of inserting a placard identifying Tenant's name and business provided that there is then a sixth space available on the pylon or one of the previous five (5) tenants for whom space on the pylon has been reserved either (i) is no longer a tenant in the Shopping Center and has not been replaced by a tenant which occupies more square footage at the Shopping Center than Tenant or (ii) there is no tenant then in the Shopping Center occupying more square footage than Tenant which elects to list on the pylon sign.

## ARTICLE XI

### Additional Provisions

Section 11.01 Headings. The Article and Section headings are for reference only and the words contained shall have no effect on the construction of the Lease.

Section 11.02 Successor and Assigns. This Lease may be assigned, conveyed, sold or transferred by Landlord. This Lease shall be binding on the parties, and on their respective heirs, successors, representatives and assigns. In the event the Shopping Center is sold, or this Lease is assigned by Landlord, this Landlord shall be relieved of all obligations accruing thereafter.

Section 11.03 Memorandum of Lease. Neither party shall not record this Lease or a Memorandum of Lease without the written consent of the other party.

Section 11.04 For Rent Signs. For a period of ninety (90) days prior to the expiration of this Lease, Landlord shall have the right to show the Leased Premises to prospective new Tenants during normal business hours, and to affix a "To Let" sign in the window of the Leased Premises.

Section 11.05 Peaceful Possession. Landlord agrees that Tenant, on payment of all of the Rent hereby and on compliance with all of the terms and conditions of this Lease, shall and may peacefully have, hold and quietly enjoy the Leased Premises during the term hereof and any valid renewal or extension thereof.

Section 11.06 Non-Waiver. The failure of Landlord to exercise any of its rights arising out of the breach or non-performance by Tenant of any of the covenants of this Lease shall not constitute a waiver of such rights. The exercise by Landlord of its rights to one breach shall not estop Landlord from recourse to other and further remedies as to the same or



any other breach. The acceptance by Landlord of Rent or other payment required to be made by Tenant hereunder shall not be a waiver of any other Additional Rent or payment then due, nor should such acceptance, though with knowledge of the breach of any covenant or condition of this Lease operate as or be deemed a waiver by Landlord of any of the provisions of this Lease or any of Landlord's rights, remedies, privileges as provided by this Lease or pursuant to Florida law.

**Section 11.07 Notices.** All notices by the parties hereto shall be given in writing, sent by first class U.S. Mail, certified, return receipt requested or by overnight courier with guaranteed next day delivery such as Fed Ex, UPS or Airborne Express, to the addresses set forth at the head of this Lease or to such later addresses as shall have been previously communicated to the sender in accordance with this Section. A copy of all notices to Landlord shall be sent to: Law Offices of Michael J. Simon, 317 Madison Avenue, New York, New York 10017, Attention: Michael J. Simon, Esq. All notices shall be deemed given if sent by first class U.S. Mail, certified, return receipt requested three (3) days after mailing or if sent by overnight courier on the next business day such notice was sent. A copy of all notices to Tenant shall be sent to: Jeffrey Alan Klein, Esq., 100 Metro Way, Secaucus, New Jersey 07094.

**Section 11.08 Limitation on Claims.** Each party expressly waives and agrees to make no claim against the other by reason of loss or damage, including consequential loss, arising out of (i) the inability of the other to perform any of its covenants hereunder by reason of force majeure including but not limited to acts of God, strikes, riots, fire, flood, war, delay of carrier, material shortages, embargoes, inclement weather or similar happenings which are beyond the control of Landlord or Tenant, (ii) the inability to obtain free and normal access to the Leased Premises by reason of force majeure, the act or omission of any governmental authority, (iii) direct and/or consequential loss or damage caused by the act or omission of any other tenant in the Shopping Center, or (iv) any loss or damage, direct or consequential, caused by any bursting, leakage, stoppage, outage or other malfunction of any water, gas, electric or sewer system not due to Landlord's negligence.

**Section 11.09 Tenant's Certificate.** Within twenty (20) days after each request by Landlord, Tenant shall deliver an estoppel certificate to Landlord. Estoppel certificates shall be in writing, shall be acknowledged, and shall be in proper form for recording. Estoppel certificates shall be executed by Tenant if Tenant is an individual proprietorship, by a general partner of Tenant if Tenant is a partnership, or by the President or a Vice President if Tenant is a corporation. Each estoppel certificate shall be certified to Landlord, any mortgagee, any assignee of any mortgagee, any purchaser, or any other person specified by Landlord. Each estoppel certificate shall contain such information as Landlord may reasonably require including but not limited to the following information certified by the person executing it on behalf of Tenant: whether or not Tenant is in possession of the Leased Premises, whether or not this Lease is unmodified and in full force and effect (If there has been a modification of this Lease the certificate shall state that this Lease is in full force and effect as modified, and shall set forth the modification.), whether or not Tenant contends that Landlord is in default under this Lease in any respect (and if so, specify the same), whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant (and if so, specify the same), current Rent payable and the dates, if any, to which any rent or charges have been paid in advance.

**Section 11.10 Limitation of Landlord's Liability.** It is specifically understood and agreed that Landlord shall have no personal liability in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under the Lease, Tenant shall look solely to Landlord's interest in the Shopping Center for satisfaction and in no event shall Tenant make any claim against or seek to impose any personal liability upon any officer, director, shareholder, partner or principal of Landlord.

**Section 11.11 Time is of the Essence.** Whenever this Lease shall require action by

Landlord or Tenant within a specified time period, it is expressly understood and agreed that time shall be of the essence. This shall include the exercise by Tenant of any option to extend the term.

Section 11.12 No Offer. The tender by Landlord to Tenant of an unexecuted form of Lease shall not be deemed an offer by Landlord. The tender by Tenant to Landlord of a Lease executed by Tenant accompanied by tender of the initial monies payable shall constitute Tenant's offer to Lease.

Section 11.13 Governing Law. This Lease shall be governed by the laws of the State of Florida. The parties hereto consent to the jurisdiction of the State Court of Florida located in Dade County.

Section 11.14 Broker. Tenant warrants and represents that no broker was involved on its behalf in negotiating or consummating this Lease with Tenant other than Terranova Corporation (the "Broker"). Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for brokerage commission arising out of any dealings that Tenant had with any broker other than the Broker regarding the Leased Premises or any other premises in the Shopping Center and or consummation of this Lease. Landlord agrees to pay the commission due to the Broker pursuant to a separate agreement.

Section 11.15 Lien. Tenant shall discharge or bond any lien filed against the Shopping Center or any part thereof for work done or materials furnished with respect to the Leased Premises within thirty (30) days after such lien is filed. If Tenant fails to keep this covenant in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may at its option, discharge such lien, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien thus discharged plus Landlord's administrative costs, legal fees, expenses and damages incurred by Landlord.

Section 11.16 Invalidity. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 11.17 Tenant's Representations. Tenant represents that (i) it has full right and authority to enter into this Lease; (ii) the officer executing this Lease on behalf of Tenant is authorized and empowered to execute and deliver this Lease to Landlord; and (iii) this Lease does not violate the provisions of any instrument or agreement heretofore executed by Tenant or its affiliates.

Section 11.18 Landlord's Consent. If in this Lease it is provided that Landlord's consent or approval as to any manner will not be unreasonably withheld, and it is established by a court having final jurisdiction thereof that Landlord has been unreasonable, the only effect of such finding shall be that Landlord shall be deemed to have given its consent or approval. Landlord shall not be liable to Tenant in any respect for money damages by reason of withholding its consent.


Section 11.19 Requirements of Law. Tenant shall, at Tenant's sole cost and expense, promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions, and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Leased Premises whether or not arising out of Tenant's use or manner of use thereof or with respect to the Shopping Center, if arising out of Tenant's use or manner of use of the Leased Premises.

Section 11.20 Guaranty. As a material inducement to Landlord entering into this Lease, Ashley Stewart, Ltd. shall guaranty Tenant's obligations hereunder. The form of guaranty is annexed hereto as Exhibit B.

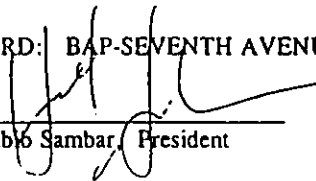
Section 11.21 Entire Agreement. This Lease contains the entire agreement of the parties hereto and shall not be modified, amended or otherwise changed except in writing signed by all the parties hereto.

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

TENANT: Large Apparel of Florida, Inc.

By:   
Joseph Sitt, President

LANDLORD: BAP-SEVENTH AVENUE, INC.

By:   
Habib Sambar, President

STATE OF )  
 ) ss.:  
COUNTY OF )

On this 10<sup>th</sup> day of December, in 1998 before me personally came Joseph Sitt, to me known, who being by me first duly sworn, did depose and say that he is the President of Large Apparel of Florida, Inc., the corporation described in, and which executed the above instrument; and that he signed his name by order of the Board of Directors of said corporation.

Valerie Mack  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 16<sup>th</sup> day of December, in 1998 before me personally came Habib Sambar, to me known, who being by me first duly sworn, did depose and say that he is the President of BAP-Seventh Avenue, Inc., the corporation described in, and which executed the above instrument; and that he signed his name by order of the Board of Directors of said corporation.

Valerie Mack  
Notary Public

VALERIE MACK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/1/99

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 5<sup>th</sup> day of January, in 1999 before me personally came Habib Sambar, to me known, who being by me first duly sworn, did depose and say that he is the President of BAP-Seventh Avenue, Inc., the corporation described in, and which executed the above instrument; and that he signed his name by order of the Board of Directors of said corporation.

LILLIAN GAREL  
Notary Public, State of New York  
No. 01GA508301  
Qualified in Kings County  
Commission Expires Nov. 17, 1999

Lillian Garel  
Notary Public

## RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Leased Premises, including loading of goods, shall be made only by way of the rear of the Leased Premises or any other location reasonably designed by Landlord, and only at such reasonable time designated for such purpose by Landlord.
2. Garbage and refuse shall be kept in the kind of container specified by Landlord or duly constituted public authority and shall be placed at the location within the Shopping Center designated by Landlord, for collection at the reasonable times specified by Landlord. Landlord shall not discriminate against Tenant with respect to this policy. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost provided such cost is reasonable and competitive. Tenant shall pay the cost of removal of garbage and garbage receptacles (serving Tenant's Leased Premises) free from Tenant-generated debris. Tenant shall store soiled and dirty linen in approved fire ruling organization containers.
3. No radio, television, phonograph or other similar devices or aerials attached outside shall be installed without first obtaining in each instance the Landlord's consent in writing and if such consent be given, no such device shall be used in a manner so as to be heard or seen outside of the Leased Premises.
4. Tenant shall keep the outside areas immediately adjoining the Leased Premises clean and free from Tenant generated dirt and rubbish. Tenant shall not place, suffer or permit any obstructions or merchandise in such areas and shall not use such areas for any purpose other than ingress or egress to and from the Leased Premises.
5. Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substances of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its agents, contractors or employees (while in the Leased Premises) shall be borne by Tenant.
6. Tenant shall not place, suffer or permit displays on the sidewalk in front of the Leased Premises or on upon the common area of the Shopping Center.
7. Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Shopping Center.
8. Tenant shall not do anything, or permit anything to be done, in or about the Shopping Center, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority. Tenant shall not use or keep in the Leased Premises any inflammable or explosive fluid or substance or an illuminating material, unless it is battery powered, and UP approved. Tenant shall at all times maintain an adequate number of suitable fire extinguishers on the Leased Premises for use in case of local fires, including electrical or chemical fires. A competent person or a recognized extinguisher servicing company should provide annual servicing for all extinguishers on the Leased Premises. A tag should be attached indicating the month and year of maintenance and the recharge, if performed.
9. Tenant shall not solicit business in the parking area or the common area, or distribute handbills or other advertising matter in or upon automobiles parked in the parking area.
10. Tenant will not utilize any unethical method of business operation nor shall any space in the Leased Premises be used for living quarters, whether temporary or permanent.

11. Tenant shall have full responsibility for protecting the Leased Premises and the property located therein from theft and robbery and shall keep all doors and windows securely fastened when not in use.

12. RESERVED

13. Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

14. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeated from the Leased Premises nor shall Tenant vent any cooking fumes or odors into the interior of the Shopping Center.

15. Tenant shall not permit, allow or cause any public or private auction, "going-out-of-business", bankruptcy, distress or liquidation sale on the Leased Premises. It is the intent of the preceding sentence to prevent the Tenant from conducting his business in any manner that would give the public the impression that he is about to cease operation and Landlord shall be the sole judge as to what shall constitute a "distress-type" sale.

16. Tenant shall not erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other tenant in the Shopping Center or tend to interfere with any such other tenant's business.

17. Landlord reserves the right to amend or rescind any of these rules and make such other and further rules and regulations provided same are reasonable and non-discriminatory as in the judgment of Landlord shall from time to time be needed for safety, protection, care and cleanliness of the Shopping Center, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents and employees, which rules when made the notice herein prescribed. Landlord reserves the right to waive any rule in any particular instance or as to any particular person or occurrence.

18. Tenant shall instruct its employees to park in the area designated by Landlord as employees' parking area and that Tenant will not permit its employees to park in any other area of the Shopping Center.

EXHIBIT A

SITE PLAN

Site Plan prepared by A.J. Verde architect dated 12/6/95, Drawing No. SP-1 incorporated herein as they apply to the premises identified as retail # 7 only.

## EXHIBIT B

### GUARANTY

In consideration of the foregoing Lease between BAP Seventh Avenue, Inc., as Landlord, and Large Apparel of Florida, Inc., as Tenant, and to induce Landlord to enter into said Lease, the undersigned, covenants and agrees as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Landlord and its successors and assigns the prompt and full payment of Rent and all other sums due to Landlord under said Lease and the prompt and complete performance of all covenants contained in said Lease on the Tenant's part to be performed. Guarantor agrees to indemnify and hold Landlord harmless from any loss, costs or damages arising out of Tenant's failure to pay the aforesaid Rent and other sums and/or Tenant's failure to perform any of the aforesaid covenants.

2. Guarantor waives diligence, demand for payment or performance, extension of time of payment or performance, notice of acceptance of this Guaranty, notice of nonpayment, nonperformance and indulgences, and notices of every kind and consents to any and all forbearance and extensions of the time of payment and performance, and to any and all modifications in the terms, covenants and conditions of said Lease hereafter made or granted and to all extensions and assignments thereof. Guarantor waives all right of subrogation whatsoever with respect to any collateral securing the aforesaid obligations.

3. Guarantor agrees that its obligations hereunder are primary and agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other remedy, security or collateral; provided, however, that nothing herein contained shall prevent Landlord from suing on the aforesaid obligations with or without making Guarantor a party to the suit or exercising any other rights under said Lease, 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 amount due on the aforesaid obligations. No action brought under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this Guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of said Lease. Guarantor agrees that a release or settlement with one or more of the persons or entities comprising Guarantor or Tenant shall not release any other Guarantor, and all such remaining Guarantors shall remain jointly and severally liable as though they were the only persons or entities executing this Guaranty. Guarantor hereby submits to personal jurisdiction in the state where the Leased Premises are located for the enforcement of this Guaranty, and waives any and all rights under the laws of any state or of the United States to object to jurisdiction within the state where the Leased Premises are located for the purposes of litigation to enforce this Guaranty. This Guaranty shall be governed by the laws of the state where the Leased Premises are located. In the event such litigation is commenced, Guarantor agrees that service of process may be made and personal jurisdiction over Guarantor obtained by serving a copy of the summons and complaint upon the Secretary of State of the state where the Leased Premises are located, who is hereby appointed Guarantor's agent for service of process.

4. Guarantor agrees that 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 any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy (including without limitation any rejection of the Lease by Tenant or by any Trustee or Receiver in bankruptcy) resulting from the operation of any present or future provision of the Bankruptcy Code, other similar statute, or from the decision of any court. The liability of Guarantor shall not be affected by any repossession of the Leased Premises by Landlord.



5. Guarantor agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor shall reimburse Landlord for all expenses incurred, including reasonable attorney's fees.


6. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its successors and assigns and any mortgagee(s) of the Leased Premises, and shall be binding and enforceable against Guarantor and Guarantor's legal representatives, successors and assigns.

7. This Guaranty shall be absolute and unconditional and shall remain and continue in full force and effect as to any renewal, extension, amendment, addition, assignment, sublease, transfer, or other modification of the Lease and during any period when a sublessee or assignee is occupying the Leased Premises as a statutory tenant.

8. All capitalized terms set forth in this Guaranty shall have the same meaning as set forth in the Lease except as specifically otherwise stated.

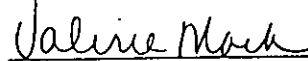
IN WITNESS WHEREOF, Guarantor has executed this Guaranty this \_\_\_\_ day of November, 1998.

ASHLEY STEWART LTD.

By:   
Joseph Sitt, President

STATE OF New Jersey  
COUNTY OF Hudson ) ss.:

On this 10<sup>th</sup> day of December, in 1998 before me personally came Joseph Sitt, to me known, who being by me first duly sworn, did depose and say that he is the President of Ashley Stewart Ltd., the corporation described in, and which executed the above instrument; and that he signed his name by order of the Board of Directors of said corporation.



VALERIE MACK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 7, 2001

## LARGE APPAREL OF FLORIDA, INC.

September 7  
August, 1999

11010 Seventh Avenue Investments, LLC  
8870 SW 40<sup>th</sup> Street, Suite 8  
Miami, Florida 33165

Re: Lease dated January 7, 1999 between Large Apparel of  
Florida, Inc. as Tenant and BAP Seventh Avenue, Inc. as  
Landlord (the "Lease") for premises located at 10996 NW  
Seventh Avenue, Miami, Florida

Dear Sirs:

As the present owner and holder of the Tenant's interest under the Lease, the undersigned hereby represents to you that as of the date hereof (i) the Lease constitutes the entire agreement between the undersigned and the Landlord and has not been modified or amended, (ii) the Lease is in full force and effect and the term thereof commenced on January 7, 1999 and is scheduled to terminate on January 31, 2004 pursuant to the provisions thereof, (iii) the premises demised under the Lease have been completed and the undersigned has taken possession of the same on a rent-paying basis, (iv) neither the undersigned nor the Landlord under the Lease is in default under any of the terms, covenants or provisions of the Lease and the undersigned knows of no event which, but for the passage of time or the giving of notice, or both, would constitute an event of default under the Lease by the undersigned or the Landlord thereunder, (v) neither the undersigned nor the Landlord under the Lease has commenced any action or given or received any notice for the purpose of terminating the Lease, (vi) all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof, (vii) there are no offsets or defenses to the payment of the rents, additional rents, or other sums payable under the Lease, (viii) the undersigned has no option or right of first refusal to purchase the premises demised under the Lease or any portion thereof, (ix) the fixed annual minimum rent payable under the Lease is \$76,500.00. The rental payment (including pass through charges and sales tax) in the amount of \$8,109.98 has been paid for the month of August, 1999, and (x) the undersigned recognizes that 11010 Seventh Avenue Investments, LLC is relying upon this estoppel certificate and the accuracy of the information contained herein.

\* to the best of Tenant's knowledge

LARGE APPAREL OF FLORIDA, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name JOSEPH J. SITT, President

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RIDER TO LEASE BETWEEN BAP SEVENTH AVENUE, INC., AS LANDLORD  
AND LARGE APPAREL OF FLORIDA, INC., AS TENANT, DATED ~~DECEMBER~~ <sup>January</sup> 7, 1998  
FOR PREMISES AT THE #1 MARKETPLACE, MIAMI, FLORIDA.

#### Additional Lease Provisions

The following additional provisions are hereby incorporated into the Lease as though fully set forth therein. In the event of any conflict or inconsistency between the terms of the Lease, all exhibits thereto and the terms of the following provisions, the terms of the following provisions shall be controlling. Any reference within the Lease to specific provisions herein is for convenience only, and shall have no bearing upon the weight accorded to those provisions herein to which specific reference is not made.

I

#### Commencement Date

##### I-1 Commencement Date

If Tenant should encounter delays in Tenant's Work due to conditions constituting force majeure, the Commencement Date shall be postponed by the number of days during which such delays prevail.

##### I-2 Dead Periods

In no event shall the Lease term commence, nor shall Tenant be obligated to open for business or commence paying any rent hereunder ~~during the period November 1 through March 1 and May 1 through August 15 of any year~~ <sup>prior to April 1, 1999</sup> unless Tenant opens for business prior to ~~March 1, 1999.~~ <sup>April</sup>

##### I-3 Tenant Cancellation Date

If the Leased Premises are not delivered to Tenant within one (1) year from the date hereof, then Tenant may terminate this Lease on thirty (30) days notice to Landlord.

##### I-4 Intentionally Omitted

II

#### Use and Operation

##### II-1 Permitted Use/ Tradename

Tenant may change its tradename at any time throughout the term of this Lease without Landlord's consent provided such tradename is used by a majority of Tenant's stores in the State of Florida and use of such tradename does not violate any then existing lease at the Shopping Center.

##### II-2 Hours of Operation

(a) In no event shall Tenant be required to be open for business on any days, and during any hours where Winn Dixie as depicted on Exhibit A and each department store pad owner or tenant in the Shopping Center occupying 30,000 contiguous square feet, (each referred to herein as a "Major Tenant" and collectively, as the "Major Tenants") are not similarly open for business.

(b) In each Lease Year, Tenant may close for a period of time reasonably necessary in order to take inventory, make repairs, renovate or redecorate, provided, however, that such period shall not exceed ten (10) days in the aggregate in any Lease Year unless Landlord has consented thereto.

##### II-3 Window Lighting Requirements

Tenant shall be obligated to keep its show windows lit only during its required hours of operation. Provided the majority of other tenant's signs are illuminated, Tenant shall keep its external illuminated sign lit at night.

#### II-4 Go Dark Right

(a) If at anytime during the Lease the Major Tenant ceases operations and is not replaced within six (6) months with one tenant open for business in at least 80% of the space of the original space occupied by the Major Tenant (a "Replacement Major Tenant") Tenant shall either: (a) continue its operation in the Leased Premises paying in lieu of Base Rent, Percentage Rent equal to five (5%) of gross sales plus all other additional charges, payable in monthly installments, until such time as the Major Replacement Tenant opens for business in the Shopping Center, whereupon Tenant shall pay Base Rent as provided for herein plus all other additional charges, or (b) terminate the Lease upon giving Landlord thirty (30) days notice, said termination being effective as of the date specified in such notice (which date shall not be less than thirty (30) nor more than one hundred twenty (120) days after the giving of such notice). In the event Tenant fails to exercise its right to terminate provided hereunder within six (6) months after Tenant commences paying percentage rent under Section II-4(a) (it being understood that time is of the essence), it shall be deemed that Tenant has waived such right to terminate.

(b) Intentionally Omitted

(c) Intentionally Omitted

(d) As an inducement for Tenant to enter into this Lease, Landlord represents that it has entered into the following lease which term is in effect at least until the applicable lease expiration date(s):

#### TENANT

Winn Dixie

#### LEASE EXPIRATION DATE

February 1, 2017

#### II-5 (Intentionally Omitted)

#### II-6 Continuous Operations

Notwithstanding anything in this Lease to the contrary, it is understood and agreed that Tenant may, in its sole discretion, at any time close for up to 10 days in a calendar year to take inventory, stock, etc., without Landlord's consent, and such closing shall not constitute a default under this Lease.

### III

#### Gross Sales

#### III-1 Gross Sales Exclusions

The following shall be excluded from Gross Sales:

(i) Bona fide, close-out or bulk sales of inventory to jobbers or wholesalers; (ii) sales to employees of Tenant or its parent company or affiliates at a discount capped at two (2%) percent of annual gross sales per year; (iii) shipping charges separately stated; (iv) proceeds of the sale of substantially all of the assets of Tenant at the Leased Premises; (v) proceeds of insurance or condemnation; (vi) the unpaid balance of any credit or check sale which is written off as uncollectible in accordance with generally accepted accounting principles; (vii) proceeds of sale of trade equipment or fixtures, including track lighting; (viii) intentionally omitted; (ix) lay-away sales, except to the extent of amounts actually received by Tenant; (x) charges for alterations to apparel sold at the Leased Premises; (xi) the amount of all returns, refunds, credits, allowances and adjustments made to Tenant's customers; (xii) financing and credit card charges payable by Tenant to credit card companies; (xiii) intentionally omitted; (xiv) the amounts of all retail sales taxes, including federal, city, county or state sales tax, luxury or excise tax; (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; (xvii) the exchange or transfer of inventory between the Leased 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; (xviii) intentionally omitted.

#### III-2 Intentionally Omitted

#### III-3 Method of Maintaining Business Records and Recording Sales

Notwithstanding anything contained herein to the contrary, Tenant may keep business records and record sales in the manner which said records are maintained and sales are recorded at a majority of Tenant's other stores in the State of Florida and in accordance with generally accepted accounting principles.

## IV

### Common Area Expenses

#### IV-1 Exclusions from Common Area Expenses

Common Area Expenses shall not include: (i) the initial cost of any construction of the Shopping Center or any part thereof; (ii) costs for any items which under generally accepted accounting principles would be capitalized (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 Shopping Center; (v) such portion of any expense for which Landlord is reimbursed 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 (including, but not limited to, the replacement of the roof over all tenant premises); (vii) any payment required in connection with any debt or ground lease encumbering the Shopping Center; (viii) any amounts not actually expended, such as contingency funds, reserve funds or sinking funds; (ix) costs and expenses of enforcing lease provisions against other tenants in the Shopping Center, including legal fees; (x) penalties and sanctions resulting from a violation of Landlord of the terms of any lease of space in the Shopping Center or of any ground lease or mortgage to which this Lease is subordinate; (xi) the repair of any part of the Common Area that was inadequately designed or defectively constructed; (xii) intentionally omitted; (xiii) all costs associated with the removal and clean up of hazardous wastes and toxic substances; (xiv) 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); (xv) extra electricity 1/2 hour after Tenant's normal store hours excluding the external illuminated sign, parking lot lighting and security lights; (xvi) services which are sales promotion related (i.e., customer service desk and music; (xvii) mark-up on utilities bought in bulk and distributed to Tenants; (xviii) construction of barricades for vacant stores; (ixx) any portion of the liability insurance premiums related to Landlord's exposures in the property Landlord owns or rents (other than the Shopping Center); (xx) any portion of time of on-site management that relates to real estate activities of the Landlord and Tenant relations; and (xxi) all management fees in excess of the cap provided hereunder.

Landlord represents that there shall be no additional overhead, managerial, administrative or supervisory cost or expense other than a management fee not to exceed three (4%) percent of Tenant's Base Rent (the "Management Fee").

#### IV-2 Services Performed by Affiliates

The charges for any services provided by affiliates, related or designated parties of Landlord which are included in Common Area Expenses or any other charge payable by Tenant to a party designated by Landlord shall be reasonable, customary and competitive with charges for similar services of independent contractors in the area where the Shopping Center is located. In the event Landlord shall contract for any services on behalf of Tenant and/or other tenants in the Shopping Center, such contract(s) shall be at locally competitive rates and proportionate to Tenant's actual use of such services.

#### IV-3 Right to Audit

Tenant or Tenant's agent shall have the right, but not more than once per year on reasonable prior notice to Landlord, to inspect, examine and make copies of, Landlord's books, records and computations with respect to Common Area Expenses, HVAC charges, utility charges, Insurance and Taxes and Landlord shall retain such books, records and computations for at least three (3) years following the period to which they relate. In event of any overpayment by Tenant, as determined by Tenant's audit, Landlord shall, within twenty (20) days after demand, refund the amount of overpayment to Tenant with interest thereon, from the date of overpayment to the date refunded, at the Default Interest Rate. If the audit discloses a discrepancy in excess of five (5%) percent, Landlord shall be obligated to pay all costs associated with such audit.

#### IV-4 No Duplication

There shall be no duplication of costs, charges or expenses anywhere in this Lease, including, without limitation, charges for utilities, advertising, HVAC, Insurance, Taxes, Common Area Expenses or depreciation. Furthermore, Landlord covenants and agrees that there will be no additional overhead, administrative, management or supervisory costs other than those contained in the Management Fee capped at three (4%) percent of Tenant's Base Rents for the year for operating and maintaining the Common Area pursuant to this Lease.

#### IV-5 Overpayment During Final Lease Year

Any overpayment by Tenant of Common Area Expenses, Taxes or any other charges concerning the final Lease Year of the term of this Lease shall be refunded by Landlord to Tenant within thirty (30) days of the expiration of the Lease term.

#### IV-6 Income Applied to Common Area Expenses

Before computing Tenant's pro-rata share of Common Area Expenses, Landlord shall be required to deduct income derived from the following: (i) tenants who pay separately for Common Area Expenses; (ii) parking fees; (iii) kiosk rentals and charges; (iv) stroller rentals; (v) shuttle bus charges; (vi) intentionally omitted; (vii) sale of lottery tickets; (viii) locker rentals; (ix) intentionally omitted; (x) excess common area maintenance charged to food court tenants.

#### IV-7 Cap On Increases/Representation of Charges

Any increase in Common Area Expenses payable to Tenant shall be at a rate equal to the lesser of (i) the actual increase or (ii) seven (7%) of the previous year's Common Area Expenses, excluding insurance, utilities, taxes and security.

Landlord represents that Tenant's Common Area Expenses, taxes and all other items of Additional Rent for the first Lease Year shall not exceed \$3.50 per square foot.

### V

#### Taxes

##### V-1 No Penalties

Real estate taxes payable by Tenant as provided for herein ("Taxes") 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 proportionate share thereof.

##### V-2 Unimproved Land

Taxes allocable to the Shopping Center shall not include taxes on any unimproved parcels of land.

##### V-3 Installment Payments

If general or special assessments are paid in installments over a period of years, only the installments paid during the tax year in question during the Lease term shall be included in Taxes payable by Tenant for such year.

##### V-4 Refund and Abatements

If Landlord shall obtain a refund or abatement of any Taxes to which Tenant contributes, Landlord shall refund to Tenant its proportionate share thereof less Tenant's proportionate share of Landlord's reasonable costs of obtaining same.

##### V-5 Exclusion

Taxes shall not include any corporate, personal property, franchise, capital levy, inheritance, transfer or income tax levied on Landlord.

### VI

#### Maintenance, Repairs, and Alterations

##### VI-1 Landlord's Repairs

Landlord shall promptly make necessary structural repairs to the Leased Premises and the Building in which the Leased Premises is located including, without limitation, exterior walls, foundations, roof structure and roof of the building of which the Leased Premises is a part and all structural portions of the Leased Premises, and shall maintain in good repair the floor slab, sprinkler system, all utility lines, pipes and conduits, the sewage system, gutters, downspouts, utility and water lines to the extent such systems are located outside of or inside but not exclusively serving the Leased Premises (exclusive of systems or lines owned by a municipality or similar public or quasi-public authority). Landlord shall make all repairs with due diligence and due care in a good and workmanlike manner and in compliance with all applicable local, state and Federal regulations, ordinances and laws. In making such repairs Landlord shall use reasonable efforts to prevent any interference with Tenant's use of the Leased Premises. Landlord shall promptly restore any damage to any portion of the Leased Premises resulting from any negligent act or omission of Landlord, its agents, servants, employees or contractors. Notwithstanding anything to the contrary, Landlord shall not be responsible for repair or replacement of any of the foregoing, if such repair is due to the negligent act or omissions of Tenant in which event such repair shall be promptly completed by Tenant.

#### VI-2 Tenant's Right to Cure

If Landlord has not commenced repairs or maintenance required to be performed by Landlord to the interior or structural portions of the Leased Premises hereunder within thirty (30) days after written notice thereof from Tenant, or if so commenced, is not diligently pursuing same to completion, Tenant shall have the right, but not the obligation, to make such repairs and Landlord shall reimburse Tenant for the reasonable cost thereof within ten (10) days after receipt of a bill therefor from Tenant. In the event of an emergency, Tenant may (but shall not be obligated to) perform such repairs which may be reasonably necessary, after having given Landlord such notice as may be practicable under the circumstances. Tenant shall not be responsible for any loss or damage to Landlord's property that may result from such repairs unless caused by the negligent acts or omissions of Tenant or its agents or contractors. Notwithstanding anything to the contrary set forth hereinabove, Tenant shall not be required to perform repairs which would otherwise be Landlord's obligation hereunder.

#### VI-3 Structural Alterations

Landlord shall, without expense to Tenant, make any and all structural or extraordinary alterations (including, but not limited to the installation of a sprinkler system at the Leased Premises) required to be made to the Leased Premises by law, ordinance or regulation of any governmental authority, except if due to Tenant's negligent acts or omissions, including, but not limited to, Americans with Disabilities Act ("ADA") requirements, board of fire insurance underwriters, Landlord's insurers, or similar authority.

#### VI-4 Tenant's Permitted Alterations

Tenant shall be permitted to perform non-structural alterations without Landlord's consent, provided such alterations do not exceed fifteen thousand dollars (\$15,000) or materially affect Tenant's storefront or the electrical, plumbing or HVAC systems located in the Leased Premises. Tenant may install any professionally prepared standard interior signage within the Leased Premises without Landlord's prior consent. All signage, decorative lighting and millwork installed in the Leased Premises by Tenant shall be and remain the property of Tenant and Tenant may remove same at the expiration or sooner termination of this Lease provided Tenant repairs any damage caused by such removal. If Tenant fails to remove such signage at the end of the Lease, Tenant shall be deemed to have abandoned its interest therein.

#### VI-5 Display Clause

Tenant may use such displays and fixtures in the premises as Tenant deems desirable provided Tenant complies with all applicable laws, regulations and building code requirements.

#### VI-6 Surrender of Leased Premises

Tenant shall not be required to remove its alterations and/or restore the Leased Premises to its original condition upon the expiration or earlier termination of this Lease unless Tenant has specifically agreed to such obligation.

#### VI-7 Landlord's Representation

Landlord represents and warrants that as of the date the Leased Premises is delivered to Tenant that the roof is free from leaks and there are no structural defects in the Leased Premises ~~or the Shopping Center~~. Also, there are no violations filed against the Leased Premises or the Shopping Center which would prevent Tenant from obtaining any permits or approvals required in connection with the performance of any work at the Leased Premises or the Shopping Center.

H.S. ✓  
M

### VII

#### Premises Integrity

##### VII-1 Kiosks

Landlord shall not construct or place a kiosk or other improvement or obstruction in any portion of the area created by extending Tenant's side lease lines across the entire width of the enclosed mall, or if the Shopping Center is not an enclosed mall, for a distance of 75 feet.

##### VII-2 Modifications to the Shopping Center

(a) Landlord shall make no changes within twenty five (25) feet of the Leased Premises which will change the layout of the Leased Premises, adversely affect access to the Leased Premises, the visibility of the Leased Premises, or the frequency of pedestrian traffic passing in front of the Leased Premises.

(b) Landlord shall not diminish parking for the Shopping Center below levels required in the lease with the Major Tenant or by law.

(c) Landlord shall not place trees and/or other shrubbery in front of Tenant's Leased Premises which shall impede pedestrian traffic or affect the access to, or visibility of the Leased Premises.

#### VII-3 Interference with Operation

If as a result of:

- (a) Landlord's making of any repairs to the Leased Premises; or
- (b) Landlord's performing of any repairs, additions, alterations, renovations, reconfigurations or improvements in or to the Shopping Center (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 hereinafter defined) from the Leased Premises; and

there is a material interference with Tenant's ability to conduct its business in the Leased Premises ("Interference") then all payments of Base Rent and all additional rent shall be abated from the date of Interference until such Interference ceases provided Tenant temporarily closes its business to the general public as a direct result of the Interference.

#### VII-4 Relocation

Landlord shall not relocate Tenant into another space in the Shopping Center or reduce the size of the Leased Premises or change the configuration of the Shopping Center such that the result is to materially change the proximity of Tenant to the Major Tenants currently depicted on the site plan attached hereto as Exhibit A.

#### VII-5 Installation of Utility Lines

Landlord shall install all utility lines and services for other store locations above the finished ceiling and along the perimeter walls and below the floor slab of the Leased Premises. Any such installations shall not interfere with electrical, mechanical or sprinkler lines in the Leased Premises.

#### VII-6 Security Gates

Tenant shall have the right, with Landlord's consent, which consent shall not be unreasonably withheld or delayed, to install additional or replacement security gates or any other security device or system at the Leased Premises. Notwithstanding the foregoing, Tenant may install a security gate without Landlord's consent so long as the gate conforms with a majority of stores located in the Shopping Center.

#### VII-7 Sign Removal

If during any remodeling, repair or expansion of the Shopping Center (the "Work"), it is necessary for Landlord to remove Tenant's storefront sign (the "Permanent Sign"), or to install scaffolding or other aids for performing the Work that obscures the Permanent Sign in whole or in part, then Landlord may do so, provided Landlord complies with the requirements set forth below:

a. Permanent Sign. Removal of the Permanent Sign shall be subject to the following conditions:

- (i) Landlord shall, at its sole cost and expense, remove the Permanent Sign in a careful manner so as not to damage it, and store it in an appropriate facility;
- (ii) As soon as the Work has progressed to the point that the Permanent Sign can be reinstalled, Landlord, at Landlord's sole cost and expense, shall reinstall the Permanent Sign at its former location; and
- (iii) Landlord, at Landlord's sole cost and expense, shall promptly repair any damage to the Permanent Sign which occurs during the removal, storage, or reinstallation thereof.

b. Temporary Sign. If the Permanent Sign is removed or blocked by scaffolding or other Work for a period in excess of eight (8) days, then Landlord, at Landlord's sole cost and expense, shall provide a temporary sign to advertise Tenant's business. Such temporary sign shall be as similar as reasonably possible in both size and style to the Permanent Sign, and shall be installed by Landlord in a location as near as reasonably possible to the location from which the Permanent Sign was removed or blocked, consistent with the goal of achieving maximum visibility for such temporary sign.

#### VII-8 Intentionally Omitted



#### VII-9 Scaffolding

If Landlord desires to erect scaffolding at the Leased Premises, same must be on written notice to Tenant and in compliance with requirements imposed by law. Landlord will use its best efforts to perform all such work so as not to diminish Tenant's floor area or disrupt Tenant's architectural layout. Tenant may install reasonable signs on all scaffolding provided same is in accordance with law. Landlord will use reasonable and diligent efforts so that the scaffolding shall not inhibit ingress to or egress from the Leased Premises.

### VIII

#### Utilities

##### VIII-1 Utilities Provided by Landlord

If Landlord furnishes any electricity, water, sewer, heating, air conditioning, ventilating or other utility services ("Utilities") to the Leased 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 Leased Premises is located.

Also, if the Landlord operates the HVAC system at the Leased Premises the cost to Tenant of such operation shall not exceed the cost to Tenant would have incurred had Tenant operated its own HVAC system at the Leased Premises. If Tenant should disagree with Landlord's determination of the quantity of consumption of or the cost of such Utilities, Tenant may, but shall not be obligated to, purchase a check or test meter which it may install at the Leased Premises. Following its installation, the check or test meter shall be utilized for sixty (60) days and the results therefor shall be retroactive and binding on Landlord and Tenant and an appropriate adjustment shall be made for the entire period in dispute.

##### VIII-2 Change in Supply of Utilities

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.

##### VIII-3 Utility Equipment

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 provided such use complies with all applicable codes and regulations and does not overload the capacity of such utility equipment.

### IX

#### Insurance and Indemnity

##### IX-1 Intentionally Omitted

##### IX-2 Self Insurance

In lieu of carrying all insurance required under this Lease other than public liability insurance, Tenant's parent may insure each such risk of the Tenant, provided, however, that Tenant's parent corporation has a net worth exceeding \$10,000,000 and assets of \$50,000,000.

##### IX-3 Landlord's Insurance

(a) Landlord shall maintain with responsible companies fire and extended coverage insurance, including vandalism, malicious mischief, sprinkler leakage and flood endorsements (if the shopping center is in a flood zone) covering the replacement cost of the entire Shopping Center less foundations and excavations in an amount not less than ninety (90%) percent of the replacement value or the greater amount necessary to prevent Landlord from becoming a co-insurer.

(b) Landlord shall maintain with responsible companies, public liability insurance, against all claims, demands and actions for injury to or death of any one person in the amount of not less than \$1,000,000 and for injury or death of more than one person in any one accident in an amount of not less than \$2,000,000 and for damage to property in an amount not less than \$1,000,000 (or combined single limit coverage of \$2,000,000) made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct and operation of Landlord in the Common Areas, and anywhere upon Landlord's tract and should hold Tenant and Tenant's guarantor harmless and indemnified from all injury, loss, claims or damage to any person or property while in the Common Areas or any other part

of the Shopping Center except in the Leased Premises and except if such claims arise due to Tenant's negligent acts or omissions.

(c) Notwithstanding anything contained in this Lease to the contrary, the limits of such insurance as set forth above, shall not limit Landlord's liability hereunder.

#### IX-4 No Premium Increase

Tenant's use of the Leased Premises for the permitted use as set forth herein shall not be deemed to increase Landlord's insurance premiums for fire and extended coverage insurance (or "all risk" insurance, as the case may be).

#### IX-5 Indemnity by Landlord

Landlord shall indemnify, hold harmless and defend Tenant from and against any and all claims, demands, damages, judgments, fines, penalties, losses, costs and expenses, including reasonable attorneys' fees, incurred by Tenant (except if due to Tenant's negligence or omissions) as a result of:

- (a) any accident occurring on or about the Common Areas of the Shopping Center; or
- (b) the negligent acts or omissions of Landlord, its agents, contractors or employees.

#### IX-6 Intentionally Omitted

#### IX-7 Coverage's

In no event shall Tenant's proportionate share of the cost of such insurance include any contribution toward earthquake, flood, or rental abatement insurance, unless Landlord's mortgagee requires such items to be carried in Landlord's policy.

X

#### Casualty/Condemnation

##### X-1 Tenant's Right to Terminate

If (a) greater than fifteen (15) percent of the Leased Premises is damaged by casualty, in whole or in part, during the last eighteen (18) months of the Lease term, or (b) if at any time during the Lease term greater than twenty-five (25) percent of the Leased 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 receipt of insurance proceeds or, (c) if Landlord has not completed the repair of any casualty within one (1) year of the date of the receipt of insurance proceeds, then Tenant shall have the right to terminate this Lease on sixty (60) days notice to Landlord. Tenant shall have sixty (60) days from the expiration of the one year to exercise its option to terminate.

##### X-2 No Discrimination in Termination

Landlord shall not exercise any right that it may have to terminate this Lease unless it simultaneously terminates the leases of all other tenants in the Shopping Center similarly affected with respect to any such casualty or condemnation.

##### X-3 Intentionally Omitted

##### X-4 Tenant's Right to Close

→ 6 months

If any of the Major Tenants shall be damaged by casualty and shall close for business, Tenant shall have the following two options commencing immediately from the date of the casualty: Tenant shall either: (a) continue its operation in the Leased Premises paying in lieu of Base Rent, Percentage Rent equal to five (5%) of gross sales plus all other additional charges, payable in monthly installments, until such time as the Major Replacement Tenant opens for business in the Shopping Center, whereupon Tenant shall pay Base Rent as provided for herein plus all other additional charges, or (b) terminate the Lease upon giving Landlord thirty (30) days notice, said termination being effective as of the date specified in such notice (which date shall not be less than thirty (30) nor more than one hundred twenty (120) days after the giving of such notice). In the event Tenant fails to exercise its right to terminate provided hereunder within six (6) months after Tenant commences paying percentage rent under Section X-4 (it being understood that time is of the essence), it shall be deemed that Tenant has waived such right to terminate.

##### X-5 Extension of Term

In the event of a casualty to the Leased Premises, or the Shopping Center which results in Tenant being unable to operate in the Leased Premises for the purposes set forth herein, the term of this Lease shall, at

the option of Tenant, be extended for the period of time that Tenant could not operate for business in the Leased Premises.

X-6 Intentionally Omitted

X-7 Abatement of Rent and Charges

If the Leased Premises are rendered untenable for Tenant's business due to casualty or condemnation, Tenant shall not be required to resume payment of Base Rent, until fifteen (15) days after Landlord has substantially completed its obligations hereunder and has delivered possession of the premises to Tenant or when Tenant opens for business. Notwithstanding the foregoing, if Tenant is open to the general public but is operating in less than the entire Leased Premises, Tenant shall pay Base Rent and Additional Rent based on the percentage of the Leased Premises being operated by Tenant.

XI

Assignment and Subletting

- (a) Notwithstanding anything to the contrary in the Lease, Tenant may assign the Lease or sublet the entire Leased Premises without Landlord's prior approval, but upon notice to Landlord, provided: (i) Tenant is not in default beyond any applicable grace and cure periods; (ii) the guaranty remains in full force and effect; (iii) Tenant remains primarily liable hereunder; (iv) any assignee assumes in writing the performance and observance of all the terms, covenants and conditions of the Lease; (v) any assignee or sublessee agrees in writing to continue to occupy the Leased Premises in accordance with all provisions of the Lease, including without limitation provisions regarding the use and operation of the Leased Premises; (vi) a copy of the sublease or assignment and assumption agreement is promptly delivered to Landlord; and (vii) the assignee or sublessee is a parent, affiliate or wholly-owned subsidiary of Tenant or of Tenant's parent company or of Tenant's guarantor, if any, or is a successor to Tenant or Tenant's guarantor by way of merger, consolidation or corporate reorganization, private placement and Tenant's controlling parent retains no less than a fifty (50) percent interest in the succeeding entity 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 tradename as Tenant provided all such stores continue to operate under the same tradename.
- (b) Intentionally Omitted.
- (c) 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.
- (d) Tenant may permit up to ten (10%) percent of the gross leasable area of the Leased Premises to be occupied by concessionaires without Landlord's consent provided that the sales of such concessionaires are included in Gross Sales and provided further that the concessionaires do not violate the USAGE provision under the Lease and shall be included within the square footage percentage allowance for incidental use. The Base Rent and additional rent received from such concessionaires, however, shall be excluded from Gross Sales.
- (e) Landlord's consent shall not be required in the event of any sale, issuance or transfer of capital stock in Tenant, or any related entity of Tenant, to any family members, or trust(s) for the benefit of such family members of Joseph Sitt.
- (f) Intentionally Omitted.

XII

Landlord's Work and Tenant's Plans

XII-1 Intentionally Omitted

XII-2 Intentionally Omitted

XII-3 Tenant's Plans and Specifications

- (a) Landlord shall respond to Tenant's plans and specifications ("Tenant's Plans") for Tenant's initial improvements to the Leased Premises or for any alterations, additions or improvements proposed during the lease term within fifteen (15) days of their presentment. In the event Landlord fails to respond to Tenant's Plans within said fifteen (15) day period, the March 1, 1999 Commencement Date shall be extended by each day beyond the fifteen (15) day period.

- (b) Tenant shall have no obligation to pay Landlord for any cost or expense incurred by Landlord or Landlord's Architect, in reviewing Tenant's Plans.
- (c) Intentionally Omitted.
- (d) Tenant shall not be obligated to pay for any tap-in fees, impact fees, barricade charges or other "charge-back" fees except those charged directly by the municipality specifically relating to Tenant's use of the Leased Premises.
- (e) Wherever Landlord's approval is required with respect to Tenant's Plans, said approval shall not be unreasonably withheld or delayed.
- (f) Tenant or its contractors shall not be required to furnish any performance, labor or material payment bond(s).
- (g) In addition to Tenant's storefront sign, Landlord hereby consents that Tenant may install an additional interior back-lit sign near the storefront stating "SIZES 14-26".

### XIII

#### Miscellaneous

##### XIII-1 Floor Measurement

Tenant shall have the right to remeasure the premises on or before February 1, 1999. If such measurement determines that the actual floor area is fifty (50) feet less than the area set forth hereinabove, the Base Rent, Percentage Rent Breakpoint and all other rent and/or charges payable on a "per square foot" basis shall be adjusted proportionately. In addition, the frontage representation contained in this Lease shall be deemed to be the lineal footage from center of demising wall to center of demising wall.

##### XIII-2 Intentionally Omitted

##### XIII-3 Subordination to Present Encumbrances

Landlord represents and warrants that as of the date hereof the first mortgages or deeds of trust encumbering the Leased Premises and/or the Shopping Center are held by Chase Manhattan Bank. Landlord shall use reasonable efforts to obtain a non-disturbance agreement in Tenant's favor from the holder of each of such encumbrances within sixty (60) days of the date hereof.

##### XIII-4 Attornment

Tenant shall attorn to any subsequent purchaser or transferee of Landlord's interest in the Shopping Center provided that such purchaser or transferee shall assume Landlord's obligations hereunder and permit Tenant to remain in undisturbed possession, use and enjoyment of the Leased Premises and further provided that Tenant is not in default hereunder after notice from Landlord and the expiration of the applicable grace or cure period in accordance with the terms of this Lease.

##### XIII-5 Modifications to Lease

In no event shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree to any modification of the provisions of this Lease relating to: (a) the amount of Base Rent, Percentage Rent, additional rent and/or any other charges reserved herein; (b) the size and/or location of the Leased Premises; (c) the duration and/or Commencement Date of the Lease term; or (d) reducing the amount of improvements to be made by Landlord to the Leased Premises prior to delivery of possession, or the amount of any construction allowance or free rent period due to Tenant.

##### XIII-6 Brokerage Indemnity

Each party hereby represents and warrants to the other party that no broker or real estate agent has had any part in bringing about this Lease other than Terranova Corporation. Each party hereby agrees to indemnify and save the other party harmless from and against any claims against the other party if the indemnifying party's representation is not true.

##### XIII-7 Force Majeure

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials (or permits if due to Landlord's material omission or misrepresentation), financial inability excepted, performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### XIII-8 Landlord's Authority

Landlord represents and warrants that it is the lessee of a ninety-nine (99) year lease to the Shopping Center subject to a mortgage with Chase Manhattan Bank with one other mortgage, and, to the best of Landlord's knowledge, no other liens or encumbrances, and Landlord has the authority to enter into this lease without the consent, joinder or approval of any other party other than Chase Manhattan Bank, and that in the event Landlord is a corporation the execution is performed on behalf of such corporation by duly authorized officers, including, but not limited to the right and lawful authority to terminate any right of any present or prior tenant of the Premises and deliver possession thereof to Tenant.

#### XIII-9 Zoning and Restrictions

(a) Landlord represents, warrants and covenants that the Leased Premises are presently zoned, and are in conformity with applicable law, so as to permit: (i) the operation of a retail store business in the Leased Premises; (ii) the Leased Premises to be lawfully used for retail sales to the public of merchandise and services as set forth herein; and (iii) sufficient parking to comply with applicable zoning codes.

(b) Landlord represents, warrants and covenants that, to the best of its knowledge, Landlord's title to the Leased Premises is not subject to any covenant, agreement, reservation, lien, easement, restriction and/or encumbrance which would prohibit Tenant from using the Leased Premises in accordance with the Permitted Use.

#### XIII-10 Hazardous Materials

The Landlord represents, warrants and covenants that the Leased Premises are free from the contamination of hazardous wastes or materials, including but not limited to, asbestos and asbestos containing material (collectively "Hazardous Materials"). For the purposes of this Section, Hazardous Materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et. seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et. seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. and any applicable state, county, city or local law; and the regulations adopted and publications promulgated pursuant to said laws. Landlord agrees to indemnify and to hold Tenant and any guarantor harmless from any and all claims, demands, losses, liabilities, penalties, damages, costs and expenses, including without limitation, reasonable attorneys' fees and costs (collectively "Claims") arising out of or in any way connected with the presence of Hazardous Materials, or the removal thereof, from the Leased Premises unless the hazardous materials are brought onto the Leased Premises by Tenant. In the event that Tenant closes for business with the public at the Leased Premises due to the presence of Hazardous Substances or the removal thereof, then all rent and charges shall be abated until such time as any such removal has been completed and Tenant has re-opened the Leased Premises for business with the public. The indemnity obligation set forth herein shall survive the expiration or earlier termination of this Lease.

#### XIII-11 Accord and Satisfaction

No payment by Tenant, nor any writing accompanying any payment, shall be deemed an accord and satisfaction, and Tenant may make any payment without prejudice to Tenant's right to recover an overpayment or to pursue any other remedy provided in this Lease or available by law.

#### XIII-12 Litigation

In the event of any suit or litigation between Landlord and Tenant arising from or in connection with this Lease, the losing party shall pay the reasonable fees and expenses of the successful party at all levels of trial, negotiation or appeal.

#### XIII-13 Reservation of Claims

Tenant shall have the right to reserve all claims against Landlord, its successors and assigns arising prior to any transfer of Landlord's interest under this Lease.

#### XIII-14 Limitation of Tenant's Liability

Notwithstanding any rights which may be conferred upon Landlord in law, equity, or otherwise, in no event shall Landlord be entitled to collect rent and damages due hereunder on an accelerated basis upon default by Tenant. In addition, Landlord agrees to use reasonable efforts to mitigate its damages in the event of a default by Tenant. Landlord agrees that it and its successors and assigns shall look solely to the assets, if any, of Tenant and its successors and assigns and those of the guarantor, for the satisfaction of any claim arising from or under this Lease and shall not seek to impose personal liability on any shareholder, officer, director or employee of Tenant or any affiliate, subsidiary or related company.

Landlord acknowledges that Tenant is now and shall remain a so-called "shell corporation" and has not now and will not at any time in the future have any assets or retain any earnings, and that the operations of Tenant's business may be conducted by a related entity of Tenant, which may also own all or a part of the fixtures, equipment and inventory in the Leased Premises.

#### XIII-15 Tenant's Remedies

~~If Landlord is in default hereunder, Tenant may offset the amount of Tenant's damages incurred as a result of such default against all Fixed Minimum Rent, Percentage Rent, and all additional rent and charges due under this Lease. In addition, if Landlord is in default hereunder and such default is not cured within ten (10) days after notice from Tenant, Tenant shall have the immediate right to terminate this Lease. Notwithstanding the foregoing to the contrary, Tenant's right to terminate this Lease shall not affect Tenant's rights to collect any and all damages (including attorneys fees) incurred as a result of such breach by Landlord. If a judgment in favor of Tenant is docketed against Landlord and continuing until such judgment is fully paid, Landlord's estate and property in and to the Shopping Center shall be deemed to include the amount of any and all rents received by Landlord related to that portion of the Shopping Center owned or ground leased by Landlord.~~

#### XIII-16 Intentionally Omitted

#### XIII-17 Intentionally Omitted

#### XIII-18 Offset of Construction Allowance

In the event that the Landlord fails to pay the Construction Allowance to Tenant in accordance with the provisions herein, Tenant may offset the Construction Allowance against any and all future payment due Landlord in accordance with the terms of this Lease until such Construction Allowance, plus interest compounded daily from the date said Construction Allowance becomes due at 2% over the prime lending rate of Citibank, NA, has been satisfied.

#### XIII-19 Landlord's Consent

Whenever, pursuant to this Lease, Tenant is required to pay estimated amounts to Landlord, such estimates shall be reasonable.

#### XIII-20 Intentionally Omitted

#### XIII-21 Intentionally Omitted

#### XIII-22 Waiver of Landlord's Security Interest

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

#### XIII-23 Intentionally Omitted

#### XIII-24 Intentionally Omitted

#### XIII-25 Grand Opening Promotion

Tenant shall have the right to have an employee of Tenant hand out leaflets in the Common Areas of the Shopping Center for a period of one (1) month after the opening of the Leased Premises for business with the public.

## GUARANTY

In consideration of the foregoing Lease between BAP Seventh Avenue, Inc., as Landlord, and Large Apparel of Florida, Inc., as Tenant, and to induce Landlord to enter into said Lease, the undersigned, covenants and agrees as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Landlord and its successors and assigns the prompt and full payment of Rent and all other sums due to Landlord under said Lease and the prompt and complete performance of all covenants contained in said Lease on the Tenant's part to be performed. Guarantor agrees to indemnify and hold Landlord harmless from any loss, costs or damages arising out of Tenant's failure to pay the aforesaid Rent and other sums and/or Tenant's failure to perform any of the aforesaid covenants.

2. Guarantor waives diligence, demand for payment or performance, extension of time of payment or performance, notice of acceptance of this Guaranty, notice of nonpayment, nonperformance and indulgences, and notices of every kind and consents to any and all ~~{forbearances}~~ [forbearance] and extensions of the time of payment and performance, and to any and all modifications in the terms, covenants and conditions of said Lease hereafter made or granted and to all extensions and assignments thereof. Guarantor waives all right of subrogation whatsoever with respect to any collateral securing the aforesaid obligations.

3. Guarantor agrees that its obligations hereunder are primary and agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other remedy, security or collateral; provided, however, that nothing herein contained shall prevent Landlord from suing on the aforesaid obligations with or without making Guarantor a party to the suit or exercising any other rights under said Lease, 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 amount due on the aforesaid obligations. No action brought under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this Guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of said Lease. Guarantor agrees that a release or settlement with one or more of the persons or entities comprising Guarantor or Tenant shall not release any other Guarantor, and all such remaining Guarantors shall remain jointly and severally liable as though they were the only persons or entities executing this Guaranty. Guarantor hereby submits to personal jurisdiction in the state where the Leased Premises are located for the enforcement of this Guaranty, and waives any and all rights under the laws of any state or of the United States to object to jurisdiction within the state where the Leased Premises are located for the purposes of litigation to enforce this Guaranty. This Guaranty shall be governed by the laws of the state where the Leased Premises are located. In the event such litigation is commenced, Guarantor agrees that service of process may be made and personal jurisdiction over Guarantor obtained by serving a copy of the summons and complaint upon the Secretary of State of the state where the Leased Premises are located, who is hereby appointed Guarantor's agent for service of process.

4. Guarantor agrees that 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 any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy (including without limitation any rejection of the Lease by Tenant or by any Trustee or Receiver in bankruptcy) resulting from the operation of any present or future provision of the Bankruptcy Code, other similar statute, or from the decision of any court. The liability of Guarantor shall not be affected by any repossession of the Leased Premises by Landlord.

5. Guarantor agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor shall reimburse Landlord for all expenses incurred, including reasonable attorney's fees.

6. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and any mortgagee(s) of the Leased Premises, and shall be binding and enforceable against Guarantor and Guarantor's legal representatives, successors and assigns.

7. This Guaranty shall be absolute and unconditional and shall remain and continue in full force and effect as to any renewal, extension, amendment, addition, assignment, sublease, transfer, or other modification of the Lease and during any period when a sublessee or assignee is occupying the Leased Premises as a statutory tenant.

8. All capitalized terms set forth in this Guaranty shall have the same meaning as set forth in the Lease except as specifically otherwise stated.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this \_\_\_\_ day of November, 1998.

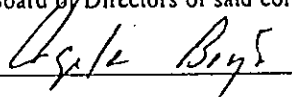
ASHLEY STEWART LTD.

By: 

Joseph Sitt, President

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF HUDSON )

On this 8th day of JANUARY, 1998<sup>9</sup> before me personally came Joseph Sitt, to me known, who being by me first duly sworn, did depose and say that he is the President of Ashley Stewart Ltd., the corporation described in, and which executed the above instrument; and that he signed his name by order of the Board of Directors of said corporation.



ANGELA BRYANT  
Notary Public, State of New Jersey  
L.D. # 2219854  
Qualified in Hudson County  
My Commission Expires Nov. 20, 2003



# URBAN BRANDS™

INVESTING IN URBAN AMERICA

July 23, 2003

VIA FAX, UPS AND CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

11010 Seventh Avenue Investments, L.L.C.  
48 East Flagler Street, Suite 379  
Miami, FL 33131

Attention: Mr. Salomon Gold

Re: Ashley Stewart - (A#214)  
Number 1 Market Place  
Miami, FL

Dear Mr. Gold:

Pursuant to the term of Section 2.09 of the lease for the above reference store, Tenant hereby exercises its option to renew the term of the lease for an additional period of five (5) years. Accordingly, the lease shall now expire January 31, 2009.

If you have any questions, please feel free to call.

Sincerely,



Robert S. Bland  
President and  
Chief Executive Officer

RSB/cn

# URBAN BRANDS™

INVESTING IN URBAN AMERICA

Certified Mail, RRR 70041350000457670195

July 1, 2008

11010 Seventh Avenue Investments, L.L.C.  
48 East Flagler Street, Suite 379  
Miami, FL 33131  
Attn: Mr. Salomon Gold

RE: Ashley Stewart #214 – Number One Marketplace, Miami, FL

Dear Mr. Gold:

Pursuant to the terms of Section 2.09 of the Lease dated January 7, 1999 for the referenced location, Tenant hereby exercises its option to renew the term for five (5) years, expiring January 31, 2014, upon the terms and conditions described therein.

Very truly yours,

Large Apparel of Florida, Inc.

  
By: Ethan Shapiro  
Chief Executive Officer

012