


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: Large Apparel of Illinois, Inc.		Case Number: 10-13017 (KJC)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or entity to whom the debtor owes money or property): EGI Properties, L.L.C. f/k/a Equity Properties and Development, L.L.C.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> EGI PROPERTIES, L.L.C. Attn: Marc Hauser Two North Riverside Plaza, Suite 600 Chicago, IL 60606 Tel: (312) 454-1800 Email: mhauser@egii.com </div> <div style="width: 45%;"> and GOLDBERG KOHN LTD. Attn: Randall L. Klein 55 East Monroe Street, Suite 3300 Chicago, IL 60603 Tel: (312) 201-4000 Email: randall.klein@goldberghkohn.com </div> </div>		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED JAN 20 2011 BMC GROUP </div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone Number: _____		
1. Amount of Claim as of Date Case Filed: <u>Not less than \$95,621.14; see attached Rider.</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. <u>See attached Rider.</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(2); <u>See attached Rider.</u> Amount entitled to priority: <u>See attached Rider.</u> *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>See attached Rider.</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <u>See attached Rider.</u>		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: <u>See attached Rider.</u>		
Date: _____ Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. EGI PROPERTIES, L.L.C. f/k/a Equity Properties and Development, L.L.C.		FOR COURT USE ONLY Urban Brands  00529
Jan. 19 2011 By: <u>[Signature]</u> Its: <u>Vice President</u>		

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
Large Apparel of Illinois, Inc., <i>et al.</i> ,) Case No. 10-13017 (KJC)
)
Debtors.) Jointly Administered with UBI Liquidating
) Corp. (Lead Case No. 10-13005 (KJC)) ¹

**RIDER TO PROOF OF CLAIM OF
EGI PROPERTIES, L.L.C.**

1. EGI Properties, L.L.C. f/k/a Equity Properties and Development, L.L.C. ("Claimant") and Large Apparel of Illinois, Inc. successor-in-interest to Stewart River Oaks, Inc., a New York corporation d/b/a Ashley Stewart Woman Sizes 14-28 / 100% Girls / Kidspot ("Debtor"), entered into that certain Lease Agreement dated February 1, 2000 (as amended, modified or supplemented from time to time, the "Lease Agreement"), pursuant to which Claimant leased to Debtor certain property containing a total floor space of approximately 7,238 square feet and located at the property commonly known as Ford City Shopping Center in Chicago, Illinois (the "Premises").

2. On September 21, 2010 ("Petition Date"), Urban Brands, Inc. and certain of its affiliates, including Debtor, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (as amended, the "Bankruptcy Code").

3. As of the Petition Date, Debtor was liable to Claimant on account of the Lease Agreement in the amount of not less than \$95,621.14 (excluding certain accrued interest and charges, and further accruing interest, fees costs and other expenses, the "Prepetition Claim").

4. In addition to the Prepetition Claim, Claimant incurred certain expenses after the Petition Date in connection with the Debtor's use and occupancy of the Premises in the aggregate amount of not less than \$86,962.69, consisting of not less than \$71,560.19 in postpetition rent through January 13, 2011 and not less than \$15,402.50 in legal fees and expenses (the "Postpetition Expense"). The Postpetition Expense is a priority claim pursuant to 11 U.S.C. § 507(a)(2).

5. The documents and records supporting the Prepetition Claim and Postpetition Expense are available upon written request to counsel for Claimant and are incorporated herein by this reference and made a part hereof. Such documents include,

¹ Claimant also filed a proof of claim against UBI Liquidating Corp. f/k/a Urban Brands, Inc. (Case No. 10-13005 (KJC)).

without limitation (all as amended, modified or supplemented from time to time, the "Prepetition Documents"):

- (i) Lease Agreement, which is attached hereto as Exhibit A; and
- (ii) Other documents and agreements relating to the foregoing.

6. Claimant reserves the right (i) pursuant to § 365 of the Bankruptcy Code to cure amounts and any Postpetition Expense, and (ii) to assert any claim resulting from any rejection of the Lease Agreement.

7. Claimant further reserves the right to amend, modify or supplement this Proof of Claim, including, without limitation, with additional, relevant documents, and with additional amounts due Claimant.

8. Notwithstanding anything to the contrary, Claimant does not by the filing of this Proof of Claim waive, and shall in no event be deemed to have waived, any right, remedy, expense, claim or interest it has, or any right, remedy, expense, claim or interest that may hereafter arise, against the Debtor, UBI Liquidating Corp. f/k/a Urban Brands, Inc. and/or any purchaser or successor of Debtor, whether arising under the Bankruptcy Code or other applicable law.

* * *

LEASE AGREEMENT

**BY AND BETWEEN EQUITY PROPERTIES AND DEVELOPMENT, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY, AS AGENT FOR OWNER ("LANDLORD"),**

AND

**STEWART RIVER OAKS, INC., A NEW YORK CORPORATION,
D/B/A ASHLEY STEWART WOMAN SIZES 14-28/ 100% GIRLS / KIDSPOT ("TENANT")**

AT FORD CITY SHOPPING CENTER

CHICAGO, ILLINOIS

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STANDARD SHOPPING CENTER LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of the 1st day of February, 2000, by and between Equity Properties and Development, L.L.C., a Delaware limited liability company, as agent for owner ("Landlord"), and Stewart River Oaks, Inc., a New York corporation ("Tenant").

ARTICLE I

REFERENCE PROVISIONS, DEFINITIONS AND EXHIBITS

As used in this Lease, the following terms shall have the meanings set forth in Sections 1.1 and 1.2 below.

SECTION 1.1. REFERENCE PROVISIONS.

A. Leased Premises: the "cross-hatched" space indicated on the lease plan attached as Exhibit A containing a total Floor Space of approximately 18,970 square feet with a frontage of approximately 117 linear feet. Notwithstanding anything to the contrary contained herein, Tenant shall (subject to, and in accordance with, the provisions of Article IX) divide the Leased Premises into three (3) separate spaces, each which has its own storefront, sales area and stock room (the "Ashley Stewart Space" as shown on Exhibit A-1, the "100% Girls Space" as shown on Exhibit A-2 and the "Kidspot Space" as shown on Exhibit A-3, respectively).

Notwithstanding anything to the contrary contained herein, all items of Rent and other costs and charges which this Lease expressly states are calculated on the basis of square footage (including, without limitation, Tax Rent, Tenant's Proportionate Share of Landlord's Operating Costs, Marketing Fund dues and Tenant's Advertising and Promotional Fund Contribution) shall be calculated based upon 16,000 square feet, even though the Leased Premises actually consists of 18,970 square feet. The Minimum Rent set forth in Section 1.1(E) is based on a square footage of 16,000 square feet.

Upon the written request of Tenant, Landlord shall remeasure the Leased Premises after construction of the Leased Premises. If the square footage of the Leased Premises pursuant to such remeasurement is more or less than the number of square feet set forth in this Section 1.1(A), then the Minimum Rent and all other charges determined on the basis of square footage pursuant to this Lease shall be adjusted accordingly and if additional Rent is due, it shall be paid forthwith to Landlord, and if Tenant has overpaid the actual Rent obligation, such excess shall be credited to the next due Rent payments hereunder. The adjustment of Minimum Rent shall be made by multiplying the amount of the increase or decrease in square footage of the Leased Premises by Seventeen Dollars (\$17.00) for the First Period (as defined in Section 1.1(E) below); by Nineteen Dollars (\$19.00) for the Second Period (as defined in Section 1.1(E) below); and by Twenty-Three Dollars (\$23.00) for the Third Period and increasing by such amount the amount of Minimum Rent payable hereunder in the event of an increase in square footage or decreasing by such amount the amount of the Minimum Rent payable hereunder in the event of a decrease in square footage. The Full Year Breakpoint shall be the sum determined by dividing the annual Minimum Rent for each Period by five percent (5%) and any Partial Year Breakpoint shall be calculated in accordance with Section 1.1(F) utilizing the applicable new Full Year Breakpoint. If Tenant fails to request such remeasurement of the Leased Premises within sixty (60) days following the Commencement Date (as hereinafter defined), the number of square feet of the Leased Premises set forth in this Section 1.1(A) shall be deemed to be accepted by Tenant and no adjustments shall be made to Minimum Rent or any other charges payable pursuant to the terms of this Lease which are determined on the basis of the square footage of the Leased Premises.

B. Term: ten (10) full Lease Years (as defined in Section 1.2(J) below), plus a Partial Lease Year at the end of the term commencing on the day immediately following the last day of the tenth (10th) full Lease Year and ending on January 31, 2011. Subject to the provisions of this Section 1.1(B), Tenant shall have the right to extend the Term of this Lease for one (1) additional period of five (5) years (hereinafter, the "Option Period" as exercised by the "Option"). The Term, if extended by the Option, shall be upon the same terms, covenants, conditions, provisions and agreements contained in this Lease, except as is otherwise specifically provided for in this Lease. The right of Tenant to extend the Term of this Lease shall be deemed to have been irrevocably waived upon the occurrence of any of the following: (i) there shall exist a breach by Tenant under this Lease at the time of any attempted exercise of such Option or at the time the Option Period begins; or (ii) written notice of Tenant's exercise of the Option is not received by Landlord at least six (6) months prior to the end of the then effective term of this Lease.

C. Commencement Date: the earlier of: (i) ninety (90) days from and including the latest to occur of (a) the Possession Date (as defined in Section 1.1(M) below), (b) the date Landlord approves Tenant's final plans and specifications for the initial Tenant Improvements (as defined in Section 9.2(B) below), and (c) the date all licenses and permits required to construct the initial Tenant Improvements are

made available to Tenant by the applicable governmental authority (the "Permit Receipt Date"); and (ii) the date on which Tenant opens to the public for business in all three (3) spaces comprising the Leased Premises. Tenant shall diligently submit its plans and specifications for the initial Tenant Improvements within the time periods set forth in Section 9.3 and shall use its best efforts to comply with Landlord's requirements in order to obtain approval thereof and Tenant shall apply for all licenses and permits required to construct the initial Tenant Improvements within two (2) business days after Tenant receives written notice of Landlord's approval of Tenant's plans and specifications for the initial Tenant Improvements, and Tenant shall otherwise use its best efforts to obtain such licenses and permits (including, without limitation, the use of the services of a license and permit "expeditor"). Notwithstanding anything contained to the contrary herein, in no event shall the Permit Receipt Date exceed 32 days from and including the date Landlord approves Tenant's final plans and specifications for the initial Tenant Improvements. In the event Tenant does not comply with the requirements of the immediately preceding sentence, the Commencement Date shall be the earlier to occur of (1) the date that is ninety (90) days from and including the Possession Date and (2) the date on which Tenant opens to the public for business in the Leased Premises.

Notwithstanding anything contained to the contrary herein, at any time after March 4, 2000, Tenant may open one or more of the two spaces comprising the Leased Premises as shown on Exhibit A-2 (100% Girls Space) and A-3 (Kidspot Space) prior to the Commencement Date, and such opening for business of said space(s) shall not cause the Commencement Date to occur, it being understood that the Commencement Date shall occur as set forth in Section 1.1(C) above; provided however, for the period of time commencing on the date Tenant opens for business in said space(s) and continuing through and including the day that is one (1) day prior to the Commencement Date (the "Substitute Rent Period"), in lieu of Minimum Rent, Percentage Rent, Tax Rent, Tenant's Proportionate Share of Landlord's Operating Costs, Marketing Fund dues and Advertising and Promotional Charges (the "Original Rent"), Tenant shall pay to Landlord substitute rent ("Substitute Rent") equal to eight (8%) of Gross Sales. Substitute Rent shall be paid to Landlord commencing on the twentieth (20th) day of the month immediately following the month in which the Substitute Rent Period began, and on the twentieth (20th) day of each month thereafter until the end of the Substitute Rent Period, provided the Substitute Rent for the last month of the Substitute Rent Period shall be payable on the twentieth (20th) day of the month immediately following the month in which the Substitute Rent Period ended. During the Substitute Rent Period, Tenant shall be obligated to provide statements of Gross Sales as provided in Section 5.5 of the Lease and be bound by the provisions of Section 5.6 of the Lease, but substituting the words "Substitute Rent" wherever the words "Percentage Rent" appear in said Sections 5.5 and 5.6. Notwithstanding the foregoing, Tenant's obligation to pay Hot and Chilled Water Charges, Utility Charges, if any, and any other items of Rent other than the Original Rent shall remain in full force and effect during the Substitute Rent Period. As of the first day immediately following the last day of the Substitute Rent Period, Tenant shall resume paying Original Rent in accordance with the applicable provisions of the Lease. Notwithstanding anything to the contrary contained herein, in the event Tenant is not open for business in the space(s) which comprise the Leased Premises as shown on Exhibits A-2 and A-3 on any day on which Tenant is required to be open under this Lease, or on any day when Tenant is permitted to close pursuant to the provisions of this Lease but Minimum Rent does not abate, in addition to all of the other rights and remedies of Landlord available under this Lease or provided at law or in equity, for purposes of calculating Gross Sales for purposes of determining Substitute Rent, Tenant will be deemed to have generated on such day Gross Sales in an amount equal to the actual Gross Sales for the applicable Lease Year divided by the number of days during such Lease Year that Tenant was open to the public for business.

Provided Tenant is not in default under this Lease, if the Commencement Date occurs during the J.C. Penney Opening Cotenancy Period (hereinafter defined), then Tenant, at its option, which option must be exercised by delivery of written notice to Landlord prior to the scheduled Commencement Date, shall not be required to open for business in the Leased Premises, nor shall the Commencement Date occur until the earlier to occur of the end of the J.C. Penney Opening Cotenancy Period or the date Tenant opens for business in the Leased Premises. As used herein, the "J.C. Penney Opening Cotenancy Period" shall mean the period during which J.C. Penney or its replacement is not open and operating at the Shopping Center.

D. Termination Date: Termination Date: January 31, 2011, or such later Lease Year, as applicable, if Tenant validly exercises its Option to extend the initial Term pursuant to the provisions of Section 1.1(B), or if the Term is sooner terminated pursuant to the provisions of this Lease, the effective date of such termination.

E. Minimum Rent:

(i) Commencing on the Commencement Date and continuing through the last day of the fifth (5th) Lease Year (the "First Period"): Two Hundred Seventy-Two Thousand Dollars (\$272,000.00) per annum;

(ii) Commencing on the first day of the sixth (6th) Lease Year and continuing through the last day of the tenth (10th) Lease Year (the "Second Period"): Three Hundred Four Thousand Dollars (\$304,000.00) per annum; and

(iii) In the event Tenant exercises its Option to extend the Term in accordance with the provisions of Section 1.1(B), commencing on the first day of the eleventh (11th) Lease Year and

continuing through the last day of the fifteenth (15th) Lease Year (the "Third Period"): Three Hundred Sixty-Eight Thousand Dollars (\$368,000.00) per annum.

F. Percentage Rent: An amount equal to (1) for each Lease Year (a) Gross Sales (as defined in Section 5.4 below) in excess of (i) Five Million Four Hundred Forty Thousand Dollars (\$5,440,000.00) during the First Period; (ii) Six Million Eighty Thousand Dollars (\$6,080,000.00) during the Second Period; and (iii) Seven Million Three Hundred Sixty Thousand Dollars (\$7,360,000.00) during the Third Period multiplied by (b) five percent (5%) (the amounts set forth in (i) through (iii) above shall each be referred to individually as the "Full Year Breakpoint" for the Lease Year in question) and (2) for any Partial Lease Year (as defined in Section 1.2[J] below), the amount of Gross Sales in excess of the amount arrived at by multiplying the Full Year Breakpoint, for the appropriate Lease Year, by a fraction, the numerator of which shall be the number of days in the Partial Lease Year and the denominator of which shall be three hundred sixty-five (365) (the "Partial Year Breakpoint") multiplied by five percent (5%); provided that, if at any time during any Lease Year or Partial Lease Year Tenant is not open for business, then the Full Year Breakpoint or Partial Year Breakpoint for such Lease Year or Partial Lease Year, as the case may be, shall be decreased by an amount equal to such breakpoint multiplied by a fraction, the numerator of which shall be the number of days in such Lease Year or Partial Lease Year that Tenant is not open for business and the denominator of which shall be three hundred sixty-five (365), or the number of days in such Partial Lease Year, whichever is applicable.

G. (i) Marketing Fund Dues: Twenty-Five Cents (\$0.25) per square foot of the Floor Space of the Leased Premises for the first 365 days of the Term, subject to upward adjustment only pursuant to Section 13.2 below.

(ii) Marketing Fund Initiation Fee: INTENTIONALLY OMITTED.

(iii) Tenant's Advertising and Promotional Fund Contribution: Twenty-Five Cents (\$.25) per square foot of the Floor Space of the Leased Premises for the first 365 days of the Term, subject to upward adjustment only pursuant to Section 13.4 below.

H. Security Deposit: INTENTIONALLY OMITTED

I. Permitted Use:

Ashley Stewart Space: the sale at retail of primarily full size, half size and plus size women's apparel and the incidental sale at retail of (i) directly related accessories, including, but not limited to, jewelry and cosmetics, provided that the display of such directly related accessories shall not occupy an area, in the aggregate, that exceeds fifteen percent (15%) of the Floor Space of the Leased Premises devoted to the display of merchandise, and (ii) footwear, provided that the display of footwear shall not occupy an area, in the aggregate, that exceeds five percent (5%) of the Floor Space of the Leased Premises devoted to the display of merchandise, and for no other purpose. Notwithstanding anything contained to the contrary herein, Tenant may perform alterations on apparel sold in the Leased Premises.

Kidspot Space: the sale at retail of primarily infant's and children's apparel and incidental thereto juvenile furniture, toys, children's footwear and related accessories including, but not limited to, socks, gloves, sunglasses and hats, provided that the display of such incidental items shall not occupy an area, in the aggregate, that exceeds twenty percent (20%) of the Floor Space of the Leased Premises devoted to the display of merchandise, and for no other purpose. In no event shall any single category of the incidental items occupy an area, in the aggregate that exceeds five percent (5%) of the Floor Space of the Leased Premises devoted to the display of merchandise. Notwithstanding anything contained to the contrary herein, Tenant may perform alterations on apparel sold in the Leased Premises.

100% Girls Space: the sale at retail of primarily junior apparel and young women's apparel and incidental thereto the sale of directly related accessories, including but not limited to, children's cosmetics, perfumes, hats and shoes, provided that the display of such incidental items shall not occupy an area, in the aggregate, that exceeds twenty percent (20%) of the Floor Space of the Leased Premises devoted to the display of merchandise, and for no other purpose. In no event shall any single category of the incidental items occupy an area, in the aggregate that exceeds five percent (5%) of the Floor Space of the Leased Premises devoted to the display of merchandise. Notwithstanding anything contained to the contrary herein, Tenant may perform alterations on apparel sold in the Leased Premises.

J. Tenant Trade Name: Ashley Stewart Woman Sizes 14-28 / 100% Girls / Kidspot, and no other name, subject to the provisions of Section 4.1 below.

K. Notice Address:

TO LANDLORD:

c/o Equity Properties and
Development, Limited Partnership L.L.C.
Two North Riverside Plaza
Suite 600
Chicago, Illinois 60606
Attn: Leasing Coordinator

With a copy to:

Neal, Gerber & Eisenberg
Two North LaSalle Street
Suite 2100
Chicago, Illinois 60602
Attn: Leasing Group

With a copy to:

PREIT-Rubin, Inc.
500 West Madison Street
Suite 3800
Chicago, Illinois 60661
Attn: Lease Administration Department
URBAN RETAIL PROPERTIES Co.
900 NORTH MICHIGAN AVENUE
13TH FLOOR
CHICAGO, ILLINOIS 60611
ATTN: DIRECTOR OF LEASE ADMINISTRATION

TO TENANT:

100 Metro Way
Secaucus, New Jersey 07094
Attn: Jeffrey Alan Klein, Esq.

L. Shopping Center: as shown on the attached Exhibit A, presently known as Ford City Shopping Center, which is located in Chicago, Illinois.

M. Possession Date: Tenant is currently in possession of the Ashley Stewart Space pursuant to the Prior Lease (as defined in Section 17.22). For purposes hereof, the possession date of the Leased Premises shall be deemed to be January 7, 2000.

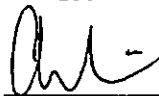
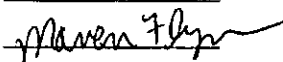
N. Guarantor: Urban Brands, Inc., a Delaware corporation, whose address is: 100 Metro Way, Secaucus, New Jersey 07094.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease under their respective hands and seals as of the day and year first above written. This Lease contains 43 pages, Exhibit A contains 1 page, Exhibit A-1 contains 1 page, Exhibit A-2 contains 1 page, Exhibit A-3 contains 1 page, Exhibit B contains 87 pages and the Guaranty contains 2 pages.

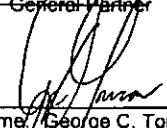
LANDLORD:

EQUITY PROPERTIES AND DEVELOPMENT, LIMITED L.L.C.
PARTNERSHIP, an Illinois limited partnership, as agent
for Landlord DELAWARE liability company

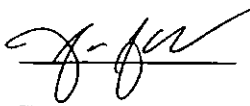
WITNESS:

By: SC MANAGEMENT, INC., an Illinois corporation
Its: General Partner


By: 
Name: George C. Touras
Title: Executive Vice President and General Counsel

ATTEST/WITNESS:



TENANT:

STEWART RIVER OAKS, INC., a New York corporation

By: 
Name: Joseph Sitt
Title: President

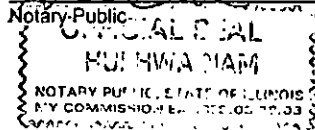
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BE IT REMEMBERED, that on the 1st day of February, 2000, before me, a Notary Public in and for said County, personally appeared EQUITY PROPERTIES AND DEVELOPMENT, LIMITED PARTNERSHIP, an Illinois limited partnership, as agent for the LANDLORD in the foregoing Lease Agreement by SC Management, Inc., an Illinois corporation, its General Partner, by George C. Touras, its Executive Vice President and General Counsel, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation on behalf of said limited partnership as agent as aforesaid for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My Commission Expires:

3/29/2003



STATE OF New Jersey)
) SS
COUNTY OF Hudson)

BE IT REMEMBERED, that on the 21 day of January, 2000, before me, a Notary Public in and for said County, personally appeared STEWART RIVER OAKS, INC., a New York corporation, the TENANT in the foregoing Lease Agreement, by Joseph Sitt, its President, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his free and voluntary act and deed as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Carol Nankin
Notary Public

My Commission Expires:
Notary Public, State of New Jersey
I.D. # 2217422
Qualified in Bergen County
My Commission Expires Sept. 2, 2003

SECTION 1.2. DEFINITIONS.

A. Common Areas: all improvements, equipment, signs and areas (as the same may be enlarged, reduced, replaced, removed or otherwise altered by Landlord), from time to time, made available by Landlord for the non-exclusive use or benefit of Landlord, Tenant and other tenants, occupants and users of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees, or any of them, which may include (but shall not be deemed a representation as to their availability) the Enclosed Mall, sidewalks, parking areas, access roads, driveways, landscaped areas, serviceways, tunnels, loading docks, roofs, stairs, ramps, elevators, escalators, public washrooms, community halls or auditoriums, parcel pick-up stations, and other similar areas and improvements, all as Landlord shall, from time to time, deem appropriate (in its reasonable business judgment).

B. Concessionaire: any person conducting any business in the Leased Premises by, under or through Tenant under any sublease, concession or license from Tenant, or otherwise, whether or not the same was authorized under the provisions of this Lease.

C. CPI: The term "CPI" shall mean the Revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City Average, All Items (1982-84 = 100). If the manner in which the CPI is calculated shall be substantially revised or if the 1982-1984 average shall no longer be used, Landlord and Tenant shall select a means to adjust such revised Index which would produce results equivalent, as practicable, to those which would have been obtained if the CPI has not been so revised. If the CPI shall become unavailable to the public because publication is discontinued, or otherwise, Landlord and Tenant shall select a comparable

FORD CITY /2000
Ash-Stewart Stores (LSE) MM-3.doc
1/12/2000

substitute index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication. In the event that the U.S. Department of Labor, Bureau of Labor Statistics, changes the publication frequency of the CPI so that a CPI is not available to make an adjustment for the period in question, the adjustment shall be based on the percentage increase in the CPI for the twelve (12) month period beginning with the closest month preceding the period in question for which a CPI is available.

D. Department, Variety or Specialty Stores: those premises (other than Common Areas) within the Shopping Center which contain contiguous Floor Space of twenty-four thousand (24,000) square feet or more, operating under a single trade name. As of the date of this Lease, currently existing at the Shopping Center are the following Department Variety and Specialty Store tenants: Carson Pirie Scott, Montgomery Wards and J.C. Penney.

E. Enclosed Mall: the portion or portions of the Shopping Center, if any, which are actually enclosed by walls and roof, as the same may exist, from time to time.

F. Floor Space: the number of square feet in the Leased Premises (as set forth in Section 1.1(A)) or in other space in the Shopping Center, as determined by Landlord (in its reasonable business judgment).

G. Interest: the lesser of (i) the rate per annum equal to two (2) percentage points above the rate of interest then most recently publicly announced by American National Bank and Trust Company of Chicago as its "prime rate" or "base rate" (the "Prime Rate") as the case may be, or (ii) twelve percent (12%) per annum. Interest shall be adjusted on the first day of each month immediately following a month in which a change in such Prime Rate occurs and such adjustment shall be based upon the average Prime Rate for such immediately preceding month. If accrual or payment of such interest should be unlawful, then Interest shall be computed at the maximum legal rate.

H. Landlord Related Parties: Landlord, its principals, beneficiaries, partners, officers, directors, agents, employees and any Mortgagee(s) (as defined in Section 14.1 below).

I. Laws: all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Shopping Center is located, and decisions of federal courts applying the Laws of such state, at the time in question.

J. Lease Year or Partial Lease Year: a period of twelve (12) consecutive calendar months, the first Lease Year commencing on the Commencement Date, if the Commencement Date is the first day of a calendar month, and otherwise on the first day of the first full calendar month following the Commencement Date. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year. Any portion of the Term which is less than a Lease Year shall be deemed a Partial Lease Year, except that if the Commencement Date occurs on a date other than the first day of a calendar month, then the period commencing on the Commencement Date and ending on the last day of the calendar month in which the Commencement Date occurs shall be included in the first Lease Year. There shall be a Partial Lease Year at the end of the Term commencing on the day immediately following the last day of the tenth (10th) full Lease Year and ending on January 31, 2011.

K. Managing Agent: the managing agent of the Shopping Center as designated from time to time by Landlord. The Managing Agent of the Shopping Center is currently PREIT-Rubin, Inc. If Landlord elects to change the Managing Agent of the Shopping Center, Landlord will notify Tenant in writing of such change.

L. Owner: the person(s) or entity(ies) that holds legal title (whether fee or leasehold) to the Shopping Center or the portion thereof in which the Leased Premises are located. The terms "owner" and "Landlord" have the same meaning for purposes of this Lease and may be used interchangeably.

M. Rent: all Minimum Rent and additional rent. All sums and charges payable by Tenant to Landlord in addition to the Minimum Rent shall be deemed to be "additional rent" under this Lease whether or not the same shall be designated as such. Landlord shall have the same remedies for Tenant's failure to pay additional rent as for Tenant's failure to pay Minimum Rent.

N. Satellite Store Space: the aggregate Floor Space of all premises in the Shopping Center exclusively appropriated for use by a tenant, whether occupied or vacant, but excluding the Floor Space of (i) mezzanine space, (ii) basement space (if any), (iii) storage space not located within a tenant's or occupant's primary premises and (iv) Department, Variety and Specialty Stores. For purposes of this Lease, the Floor Space described in clauses (i), (ii) and (iii) herein shall be collectively referred to as the "Ancillary Space".

O. Tenant Related Parties: Tenant, its assignees, Concessionaires, agents, contractors, employees or invitees.

SECTION 1.3. EXHIBITS AND MANUALS.

The exhibits and manuals listed in this Section 1.3 are attached to this Lease and are hereby incorporated in and made a part of this Lease.

Exhibit A	-	Lease Plan
Exhibit A-1	-	Ashley Stewart Space
Exhibit A-2	-	100% Girls Space
Exhibit A-3	-	Kidspot Space
Exhibit B	-	Construction Information & Design Criteria
Guaranty		

ARTICLE II

LEASED PREMISES AND THE SHOPPING CENTER

SECTION 2.1. DEMISE.

Landlord, in consideration of the Rent to be paid and the other conditions and covenants to be satisfied and performed by Tenant, demises and leases to Tenant, and Tenant leases and takes from Landlord, the Leased Premises, each upon the terms and conditions of this Lease; provided, however, that in addition to other rights provided to or reserved by Landlord in this Lease or otherwise, Landlord shall have (i) the exclusive right to use both the exterior faces of the exterior walls of the Leased Premises and, subject only to Tenant's rights and obligations under Section 4.6 below, the roof of the Shopping Center, and (ii) the right to install, maintain, use, repair and replace pipes, ducts, cables, conduits, vents, utility lines and wires to, in, through, above and below the Leased Premises as and to the extent that Landlord, may from time to time deem appropriate (in its reasonable business judgment) for the proper operation and maintenance of the Shopping Center, provided Landlord shall use efforts which are reasonable under the particular circumstances in exercising any of the foregoing rights to minimize interference with Tenant's business in the Leased Premises. Landlord shall use its reasonable efforts to locate said pipes, ducts, cables, conduits, plumbing vents, utility lines and/or wires only in non-sales areas of the Leased Premises, however, to the extent any of the same are located within sales areas of the Leased Premises, they shall not be visible to the public. Notwithstanding anything to the contrary contained herein, all new pipes Landlord is required by Law to place in the Leased Premises that are not located within the walls or above the ceiling of the Leased Premises shall be boxed in by Landlord using reasonable efforts to have such enclosures coordinate with Tenant's then existing decor in the Leased Premises.

SECTION 2.2. CHANGES TO SHOPPING CENTER.

Exhibit A sets forth the general layout of the Shopping Center but is not, and shall not be deemed to be, a warranty, representation or agreement on the part of Landlord that all or any part of the Shopping Center is, will be, or will continue to be, configured as indicated on Exhibit A. In addition to other rights provided to or reserved by Landlord under this Lease, except as otherwise expressly set forth herein, Landlord hereby reserves the right, at any time and from time to time, to (i) make alterations or additions to, build additional stories on, and demolish or otherwise change, all or any part of any buildings or other improvement in or about the Shopping Center, and build other buildings or improvements in or about the Shopping Center; (ii) construct deck or elevated parking facilities; and (iii) convey portions of the Shopping Center to others or withdraw portions from the Shopping Center. Tenant consents to the performance of all work deemed appropriate by Landlord to accomplish any of the foregoing, and any inconvenience caused thereby; provided, however, that Landlord agrees to use reasonable efforts to minimize the interference with Tenant's business in the Leased Premises. The design and performance of such work shall be in the sole discretion of Landlord. None of the Landlord Related Parties (as defined in Section 1.2[H] above) shall be subject to any liability as a result of any change in the Shopping Center, nor shall the same entitle Tenant to any compensation or diminution of Rent, or entitle Tenant to terminate this Lease or constitute an actual or constructive eviction, provided that if any action taken by Landlord pursuant to this Section 2.2 prohibits Tenant from operating its business in the Leased Premises for a period in excess of three (3) days after notice from Tenant to Landlord that Tenant is unable to operate as a result of such action, then, as Tenant's sole remedy, Rent shall abate until the earlier of: (a) the date that any interference with the operation of Tenant's business in the Leased Premises resulting from such action by Landlord has been remedied, or (b) the reopening of Tenant's business in the Leased Premises. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not change the dimensions or location of the Leased Premises or materially obstruct access to or visibility of the Leased Premises from the Enclosed Mall without Tenant's consent (which consent shall not be unreasonably withheld or delayed), unless Landlord is required to do any of the foregoing by reason of any Law (as defined in Section 1.2[I] above) as a result of any cause beyond the reasonable control of Landlord, or in accordance with the provisions of Articles XI or XII below or unless such access and/or visibility is temporarily affected as a result of repairs, remodeling, redevelopment,

renovation or other construction to the Shopping Center. Landlord shall use due diligence to complete all such repairs, remodeling, renovations, redevelopment or other construction.

Notwithstanding the provisions contained in this Section to the contrary, except for existing kiosks, planters, ramps and stairs, benches and other seating and replacements thereof, temporary Merchants Association displays or promotions, special holiday displays and short term or specialty kiosks or carts of a temporary nature, not to exceed sixty-five (65) days, Landlord shall not erect or install in the Common Areas of the Shopping Center any kiosk or other obstruction which is within ten (10) feet from Tenant's storefront measured by extending the lease lines from either side of the Leased Premises ten (10) feet and drawing imaginary lines between the extended lease lines. At all times during the Term of this Lease, roadways shall be provided for the passage of Tenant's customers by motor vehicle between the parking areas and public streets and highways adjoining the Shopping Center, and passageways shall be provided for the passage of Tenant's customers on foot between the Leased Premises and parking areas of the Shopping Center. Landlord's agreement to provide the foregoing passageways and roadways shall be subject to the provisions set forth in Section 17.16 of this Lease and the occurrence of fire or other Casualty by reason of which Landlord is prevented from so providing said roadways and passageways.

SECTION 2.3. RELOCATION.

INTENTIONALLY OMITTED.

ARTICLE III

TERM

SECTION 3.1. TERM.

The Term shall commence at 12:00 A.M. on the Commencement Date and shall end at the end of Normal Mall Hours (as defined in Section 4.3 below) on the Termination Date. Tenant and Landlord shall, upon request by the other, confirm the Commencement Date in writing.

SECTION 3.2. SURRENDER OF LEASED PREMISES.

On the Termination Date (whether by lapse of time or otherwise), Tenant shall quit and surrender the Leased Premises in accordance with the terms of this Lease and in good order, condition and repair, ordinary wear and tear and Casualty (subject to the provisions of Article XI) excepted. Tenant shall also deliver all keys for the Leased Premises as specified by Landlord, and inform Landlord of all combinations on locks, safes and any vaults in the Leased Premises.

SECTION 3.3. HOLDING OVER.

A. This Lease shall terminate on the Termination Date pursuant to the terms of this Lease without the necessity of notice from either Landlord or Tenant. Tenant's occupancy subsequent to the Termination Date, whether or not with the consent of Landlord, shall be deemed to be that of a tenancy at sufferance, subject to all the terms, covenants, and conditions of this Lease, except that for each day Tenant holds over the Minimum Rent shall be one and one-half (1-1/2) times the Minimum Rent and Percentage Rent payable in the last year of the Term divided by three hundred sixty-five (365) ("Holdover Rent"). No extension or renewal of this Lease shall be deemed to have occurred by any holding over.

B. In addition to paying to Landlord the Holdover Rent, if Tenant fails to surrender the Leased Premises to Landlord on the Termination Date as required by this Lease, Tenant shall indemnify, defend (with counsel acceptable to Landlord [acting reasonably]) and hold the Landlord Related Parties harmless from and against all loss, liability, damages and expense (including, without limitation, attorneys' fees) sustained or incurred by any of the Landlord Related Parties on account of or resulting from such failure, including, without limitation, claims made by any succeeding tenant of all or any part of the Leased Premises.

C. Notwithstanding anything contained herein to the contrary, if Landlord and Tenant elect to negotiate a renewal of this Lease or a new lease, during the period of their negotiations occurring after the Termination Date, Tenant shall continue to pay the Rent payable in the last Lease Year or Partial Lease Year of the Term, provided that any annual or other periodic escalation of Rent set forth in this Lease shall continue during the holdover period as if said holdover period was part of the original Term. Notwithstanding anything to the contrary contained herein, neither Landlord nor Tenant shall have any obligation to commence to negotiate, or to continue negotiation of, a renewal of this Lease or a new lease covering the Leased Premises and in the event that (a) such negotiation is not commenced by either party in its sole discretion, Tenant shall be liable to pay Holdover Rent commencing on the first day of the holdover period as

aforesaid; and (b) if such negotiations are commenced and then are discontinued at any time by either party in its sole discretion, Tenant shall be liable to pay Holdover Rent commencing on the date that such negotiations are discontinued and continuing for each day thereafter that Tenant holds over.

ARTICLE IV

USE AND OPERATION OF THE LEASED PREMISES

SECTION 4.1. USE AND TRADE NAME.

Tenant shall use the Leased Premises solely for the Permitted Use and for no other purpose, and shall operate its business on the Leased Premises solely under the Tenant Trade name and under no other name; provided, however, Tenant may change its Trade Name without Landlord's written consent provided: (i) the use of the trade name proposed shall not violate any then existing lease or other agreement affecting the Shopping Center; (ii) the trade name proposed shall not be similar to the trade name of any other then existing tenant or occupant in the Shopping Center; (iii) the proposed trade name is the trade name used by the majority of the stores operated by Tenant under the current trade name in Illinois and Indiana; (iv) Tenant shall install new internally illuminated storefront signage with Tenant's new trade name and Tenant shall make all necessary modifications to the sign band and/or the bulkhead of the Leased Premises at its sole cost and expense and in accordance with Landlord's specifications and design criteria for the Shopping Center and Exhibit B attached hereto; (v) Tenant shall reimburse Landlord the reasonable expenses incurred by Landlord in modifying any directories that reference Tenant's store to reflect the new Trade Name; and (vi) Tenant notifies Landlord of its change of Trade Name at least thirty (30) days prior to said change. On or before the thirtieth (30th) day after Tenant changes its trade name, Tenant shall submit drawings to Landlord for Landlord's review and approval prior to the installation of the sign and/or modification of the sign band and/or bulkhead.

SECTION 4.2. CONTINUOUS OPERATION BY TENANT.

A. Tenant shall (i) carry at all times in the Leased Premises a sufficient stock of merchandise; and (ii) conduct its business on the Leased Premises at all times in a first-class manner consistent with reputable business standards and practices and operate the entire Leased Premises continuously and uninterruptedly during all of the hours set forth below, during the entire Term in accordance with the terms of this Lease. Notwithstanding anything to the contrary contained herein, Tenant shall be permitted to close the Leased Premises five (5) business days per each calendar year at Tenant's discretion ("Discretionary Closing") without being subject to the terms of Section 4.2(B) or Section 16, provided, however, such closing shall be for only one (1) day at a time and not consecutive days (except that one (1) time during each calendar year, Tenant may close for two (2) consecutive days), and further provided, Tenant shall give Landlord at least twenty-four (24) hours' prior notification of such closings, which such notification may be given by telephone or via facsimile transmission to the management office of the Shopping Center (except if such closing is necessitated by an emergency, in which event Tenant need not give Landlord prior notification). In the event Tenant elects to close the Leased Premises as herein provided for a Discretionary Closing the applicable Full Year Breakpoint or Partial Year Breakpoint shall be prorated in accordance with Section 1.1 (F) to reflect Tenant closing on said day(s) if the Shopping Center is otherwise open for business on such day(s).

B. If Tenant violates any provision of this Section 4.2, then Landlord shall have, in addition to all remedies in this Lease provided, the right to collect upon demand, in addition to the other Rent payable under this Lease, liquidated damages in an amount equal to twice the Rent per day for each and every day that such violation exists. The payment of such additional rent shall not relieve Tenant of any of its obligations under this Lease.

SECTION 4.3. STORE HOURS.

Tenant shall conduct its business in the Leased Premises during the hours designated by Landlord as the normal mall hours (the "Normal Mall Hours"). Tenant acknowledges that as of the date hereof the Normal Mall Hours are as follows: (i) Monday through Saturday, between the hours of 10:00 a.m. and 9:30 p.m., and (ii) Sunday, between the hours of 11:00 a.m. and 6:00 p.m. Notwithstanding anything to the contrary contained herein, if Tenant is open for business during such Normal Mall Hours and the Hours Cotenancy Requirement (hereinafter defined) is not met with respect to any of such Normal Mall Hours, Tenant's sole remedy shall be to reduce the number of hours it is open and operating during Normal Mall Hours by the least number of hours (or partial hours) until the Hours Cotenancy Requirement is met, (i.e., until Tenant is open during such Normal Mall Hours as at least the Required Number [hereinafter defined] of Department, Variety or Specialty Stores and seventy-five percent [75%] of the Satellite Store Space tenants then operating at the Shopping Center are open, required to be open or would be open but for an Excluded Period). For purposes of this Section 4.3, (a) the Hours Cotenancy Requirement shall be deemed to be met

if the Required Number (hereinafter defined) of Department, Variety or Specialty Stores and seventy-five percent (75%) of the Satellite Store Space tenant then operating at the Shopping Center are either open, required to be open or would be open but for an Excluded Period (hereinafter defined), (b) the Required Number of Department, Variety or Specialty Stores shall be deemed to be the lesser of (i) two (2) Department, Variety or Specialty Stores and (ii) the number of Department, Variety or Specialty Stores then operating at the Shopping Center, and (c) an "Excluded Period" shall mean any period of time during which a tenant is closed for repairs, alterations, renovations, inventory or unavoidable delays or due to a Casualty (hereinafter defined). Landlord shall have the right to alter such Normal Mall Hours from time to time during the Term of this Lease, provided that Landlord gives Tenant reasonable prior written notice of such change, and provided further that if such change includes any additional hours other than the hours specifically stated in clauses (i) and (ii) above, Tenant shall be obligated to conduct its business in the Leased Premises during such additional hours if, and only if, at least one (1) Department, Variety or Specialty Store and fifty percent (50%) of the Satellite Store Space tenants in the Shopping Center are open for business during such additional hours.

SECTION 4.4. ADDITIONAL OPERATIONAL COVENANTS.

Tenant covenants and agrees, at all times during the Term and such other times as Tenant occupies the Leased Premises or any part thereof, to comply, at its own cost and expense, with the following:

A. Any handling of freight or deliveries to or from the Leased Premises shall be made in a manner which is consistent with good shopping center practice and only at such times, in the areas and through the entrances and exits designated by Landlord. Any truck or machine used for handling freight or making such deliveries shall have rubber wheels only. Notwithstanding anything to the contrary contained in this Section 4.4 (A), deliveries to or from the Leased Premises via the rear door to the Leased Premises may be made at any time during the Normal Mall Hours.

B. All garbage and other refuse shall be kept inside the Leased Premises and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord elects to furnish or designate such service for the removal and/or recycling of garbage and other refuse, Tenant shall use the service furnished or designated by Landlord, but Tenant shall not be obligated to pay more for such service than the prevailing competitive rates charged by reputable, independent trash removal and/or recycling contractors for the same service on a direct and individual basis. If furnished or billed by Landlord, Tenant shall pay for such service monthly as additional rent. If Landlord does not provide such service, Tenant shall be solely responsible for the removal (including any recycling required by any applicable Law) of all garbage and other refuse from the Leased Premises and shall pay promptly all charges therefor.

C. Tenant shall not (i) suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Leased Premises; (ii) paint or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle(s) parked in the parking area(s) of the Shopping Center, whether belonging to Tenant, its employee(s), or any other person(s); (iii) solicit business or distribute, or cause to be distributed, in the Common Areas any handbills, promotional materials or other advertising; (iv) conduct or permit any other activities in the Leased Premises that might constitute a nuisance; (v) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, walkway, parking area, mall or any other Common Area; or (vi) use or occupy the Leased Premises or do or permit anything to be done therein which in any manner might cause injury or damage in or about the Shopping Center.

D. Tenant shall maintain positive air pressure in the Leased Premises so as to prevent the drawing of heated or cooled air from other areas of the Shopping Center, and keep the Leased Premises heated or air-conditioned, as the case may require, at least to the same temperature as the Landlord is endeavoring to maintain in the Shopping Center. If Tenant fails to operate its heating, ventilating and air-conditioning equipment servicing the Leased Premises in accordance with this Section 4.4(D) and does not cure such failure within ten (10) days after receipt of written notice thereof from Landlord, such failure shall constitute a default hereunder.

E. Tenant shall use and allow to be used all plumbing within the Leased Premises and the Shopping Center only for the purpose for which it is designed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be paid for by Tenant upon demand.

F. Tenant shall contract for and utilize termite and pest extermination services for the Leased Premises as necessary.

G. Tenant shall keep any display windows or signs in or on the Leased Premises well lighted during such hours and days that the portion of the Enclosed Mall in which Tenant is located, is lighted by Landlord.

H. Tenant shall keep the windows in the Leased Premises clean.

I. Tenant shall use good faith efforts to avoid any action which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business or the rights and privileges of Landlord or any other tenant, occupant or other person lawfully in the Shopping Center (any such event shall be referred to collectively herein as a "Labor Dispute"). If any action or inaction on the part of any Tenant Related Party causes a Labor Dispute, Tenant shall have any pickets removed and, if deemed necessary by Landlord, terminate at any time any construction work being performed in the Leased Premises giving rise to such Labor Dispute, until such time as Landlord shall have given its written consent for the resumption of such work (which consent shall not be unreasonably withheld), and Tenant shall have no claim for damages of any nature against any of the Landlord Related Parties in connection therewith, nor shall the date of the commencement of the Term be extended as a result thereof.

J. Tenant shall pay before delinquency all fees and charges and shall maintain all licenses and permits required for Tenant to lawfully use the Leased Premises as contemplated by this Lease.

K. Tenant shall (i) use the Shopping Center name as existing, or as the same may be changed from time to time, in designating the location of the Leased Premises in all local newspaper or other local advertising, and all other references to the location of the Leased Premises; and (ii) to the extent Tenant mentions in local advertising the location of any of its stores, Tenant shall include its Trade Name and the address and identity of Tenant's business in the Leased Premises in all such advertisements made by Tenant in any manner, in any medium.

L. Tenant shall not conduct or permit to be conducted any auction, fire, "going out of business" or similar type of sale; provided, however, that this provision shall not restrict the absolute freedom (as between Landlord and Tenant) of Tenant to determine its own selling prices nor shall it preclude periodic, seasonal, promotional or clearance sales held in the ordinary course of business.

M. Tenant shall not place a load on any floor in the Shopping Center exceeding the load which it was designed to carry, nor shall Tenant install, operate or maintain thereon any heavy item or equipment except in such manner as to achieve a proper distribution of weight.

N. Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Shopping Center any electrical equipment which does not bear the Underwriters Laboratories seal of approval, or its equivalent, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord (in its reasonable business judgment), taking into consideration the overall electrical system and the present and future requirements therefor in the Shopping Center.

O. To the extent required by Landlord (in its reasonable business judgment), or any applicable Law, Tenant shall provide sound barriers for all mechanical systems serving the Leased Premises.

P. Tenant shall not store, display, sell, or distribute any alcoholic beverages or any dangerous materials without the prior written consent of Landlord.

Q. Tenant shall not sell, distribute or display any item or provide any service in any manner which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within the community. Without limiting the generality of the foregoing, Tenant shall not permit any "adult" entertainment or nudity in the Leased Premises and shall not sell, distribute or display any paraphernalia commonly used in the use or ingestion of illicit drugs, or any sexual paraphernalia or any x-rated, pornographic or so-called "adult" newspaper, book, magazine, film, picture, video tape, video disk, or other similar representation or merchandise of any kind.

R. Tenant shall comply with and shall cause the Leased Premises to comply with all Laws affecting the Leased Premises or any part or the use thereof. Notwithstanding the foregoing, except as provided below, Tenant shall have no obligation to comply with any such Laws to the extent the same require structural alterations or structural repairs to the Leased Premises (collectively, the "Structural Work"), all of which required Structural Work shall be the obligation of Landlord (except that the foregoing does not in any way relieve Tenant from any responsibility to pay its share of Landlord's Operating Costs as provided in this Lease), except to the extent that such Structural Work is (a) to the storefront of the Leased Premises, (b) caused by an act or omission of Tenant, or Tenant's agents, employees or contractors, (c) required as a result of Tenant's specific use of the Leased Premises or the particular configuration of the Leasehold Improvements within the Leased Premises, (d) necessitated by any improvement, alteration or addition to the Leased Premises performed by or at the direction of Tenant, (e) to any improvement, alteration or addition to the Leased Premises performed by or at the direction of Tenant, or (f) required of Tenant in its capacity as an employer, in any of which cases such Structural Work shall be performed at Tenant's sole cost and expense, and at Landlord's option, shall be performed by Tenant.

S. Tenant shall not operate or permit to be operated on the Leased Premises any coin or token operated vending machine or similar device including, without limitation, telephones, amusement devices and machines for sale of beverages, foods, candy, cigarettes or other goods, but Tenant shall have the right to

operate vending machines located in a non-sales area of the Leased Premises for the exclusive use of Tenant's employees.

T. If Landlord designates any portion of the Shopping Center parking area for employee parking ("Employee Parking Areas"), Tenant and Tenant's employees shall park their motor vehicles only in said Employee Parking Areas.

U. Tenant shall comply with and observe all other reasonable rules and regulations established by Landlord, from time to time, provided such rules and regulations shall be uniformly and non-discriminatorily applicable to all other similarly situated Satellite Store Space tenants.

SECTION 4.5. SIGNS AND ADVERTISING.

Tenant shall not place or permit to be placed on the exterior of the Leased Premises or the door, window or roof, within any display window space or within one (1) foot behind the entry to the Leased Premises, any sign, decoration, lettering or advertising matter without Landlord's prior written approval, except that Tenant may utilize such material within the Leased Premises on a temporary basis (collectively, the "Temporary Signs") to advertise special sales or promotional events without Landlord's approval provided that such Temporary Signs are professionally made, in good taste and not taped to any window of the Leased Premises. Tenant shall submit to Landlord reasonably detailed drawings of its proposed signs (other than Temporary Signs) for review and approval by Landlord prior to utilizing same. All signs, awnings, canopies, decorations, lettering, advertising matter or other items used by Tenant shall be insured and maintained at all times by Tenant in good condition, operating order and repair. Flashing signs are prohibited. Tenant shall install one internally illuminated, individually lettered sign or other type of sign as approved by Landlord above the storefront of the Leased Premises and professionally lettered name signs on its service doors both in accordance with plans and specifications therefor approved by Landlord.

Landlord shall have the right, after twenty-four (24) hours prior written notice to Tenant and without any liability for damage to the Leased Premises reasonably caused thereby, to remove any items displayed or affixed in or to the Leased Premises which Landlord determines (in its reasonable business judgment) to be in violation of the provisions of this Section 4.5.

SECTION 4.6. TENANT'S USE OF ROOF.

No radio or television aerial or other device shall be erected on the roof or exterior walls of the Leased Premises or the building in which the Leased Premises are located without first obtaining Landlord's written consent. If the Leased Premises are located immediately under the roof of the Shopping Center, then Tenant is hereby given a non-exclusive right to use that part of the roof of the building in which the Leased Premises are located within the lines formed by projecting the perimeter wall lines of the Leased Premises vertically, such use being solely for the installation and maintenance of Tenant's heating, ventilating and air conditioning system, if any; provided, however, that (i) roof penetrations shall be made only with Landlord's prior written consent and by a contractor designated by Landlord; (ii) Tenant shall, at its expense, promptly repair, utilizing a contractor designated by Tenant and approved by Landlord, any damage or wear to the roof resulting in whole or in part from the use described in this Section 4.6; and (iii) Landlord may relocate Tenant's equipment at any time at Landlord's expense.

SECTION 4.7. RETAIL RESTRICTION LIMIT.

INTENTIONALLY OMITTED.

ARTICLE V

RENT

SECTION 5.1. RENT PAYABLE.

A. Tenant shall pay the Rent payable under this Lease to Landlord, without prior demand therefor or any setoff or deduction whatsoever, at the times set forth in this Lease in lawful money of the United States, at the place designated from time to time by Landlord by written notice given to Tenant. Unless another time shall be expressly provided for payment, Rent shall be due and payable on demand or together with the next succeeding installment of Minimum Rent, whichever shall first occur. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease. Tenant shall also pay to Landlord all applicable sales or other taxes which may be imposed on any item of Rent at the same time as such item of Rent is due and payable to Landlord. In addition to constituting a default under this Lease, if Tenant shall fail to make any payment of Rent when due, and, only in the case of the first three (3) such failures during each Lease Year, if such payment is not made within ten (10) days after written notice of such failure from Landlord (no such notice shall be required prior to imposing the late charge for the third and any subsequent such failures in any Lease Year), Tenant shall pay a late charge of One Hundred Dollars (\$100.00) to reimburse Landlord for its additional administrative costs in processing such payment. Unless Landlord notifies Tenant otherwise, all Rent payments shall be made payable and sent to: Ford City Mall, Department 77-7930, Chicago, Illinois 60678-7930.

B. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or in any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION 5.2. PAYMENT OF MINIMUM RENT.

Tenant shall pay to Landlord the Minimum Rent provided in Section 1.1(E), in equal monthly installments, in advance, commencing on the Commencement Date and on the first day of each and every calendar month thereafter throughout the Term.

SECTION 5.3. PAYMENT OF PERCENTAGE RENT.

Tenant shall pay to Landlord Percentage Rent, if any is due, for each Lease Year or Partial Lease Year on or before the sixtieth (60th) day following each Lease Year or Partial Lease Year included in the Term.

SECTION 5.4. "GROSS SALES" DEFINED.

A. The term "Gross Sales" shall mean: the total price charged for all goods, merchandise, tickets, trade-ins, beverages and food sold, leased or licensed, and all services or other operations or items sold or rendered, at, in, on or from the Leased Premises by Tenant or any Concessionaire, whether for cash or on a charge, credit, time basis or otherwise, without reserve or deduction for inability or failure to collect (subject to the provisions of Section 5.4(B)(ix)(b) below), including, but not limited to, the following: (i) orders originated or accepted by Tenant at the Leased Premises but delivery or performance is made from or at any place other than the Leased Premises, or vice versa; (ii) orders received or filled at the Leased Premises made by mail, telephone or other means; (iii) sales by means of mechanical and other vending machines in the Leased Premises; (iv) all service, finance or interest charges imposed by Tenant on any type of account or note receivable, to the extent that the principal amount thereof consists of monies which were or should have been included in Gross Sales; and (v) all gross income received by Tenant from its operations in, at, on or from the Leased Premises (including, without limitation, the type of transactions described above) which Tenant or any Concessionaire in the ordinary course of business would credit or attribute to its business upon the Leased Premises and which are neither included in nor excluded from Gross Sales by the other provisions of this Lease, but without any duplication; and in all cases without deduction or allowance for cost of inventory, or other costs or expenses of purchasing, selling and transporting, or other costs or expenses related to overhead or franchise fees or taxes, except as specifically provided in Section 5.4(B) below.

B. There shall not be included, or if included in the calculation of Gross Sales, there shall be deducted, as the case may be, provided that specific record is made at the time of each transaction: (i) the actual net amount of refunds, credits or allowances actually made or allowed by Tenant in accordance with reasonable business practices upon transactions included within Gross Sales where the item is returned by the purchaser to and accepted by Tenant (provided that anything given in exchange for returned items and any such credits to customers shall be included in Gross Sales when used); (ii) sales or retailer's excise taxes which are separately added by Tenant to the sales price, paid directly by the customer, collected by

Tenant and actually paid over by Tenant to the governmental taxing authorities, but not deducting from Gross Sales any other tax of any nature; (iii) the exchange of merchandise between the stores or warehouses of Tenant or Tenant's affiliates where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has been made at, on, in or from the Leased Premises; (iv) returns to shippers or manufacturers for credit; (v) sales of fixtures which are not part of Tenant's stock in trade; (vi) bulk sales or wholesale transfers of merchandise not in the ordinary course of business; (vii) all sums received in settlement of claims for loss or damage to merchandise at the Leased Premises; (viii) sums received in partial payment for merchandise sold upon the "layaway" or "will call" basis, provided said sum will be included in Gross Sales when the sale has been concluded by delivery of the merchandise to the customer. Any such partial payments that are forfeited by customers shall be included in Gross Sales; and (ix) the following, only to the extent that they do not, in the aggregate, exceed three percent (3%) of Gross Sales in any Lease Year or Partial Lease Year: (a) sales to employees of Tenant at a discount; (b) Tenant's accounts receivable consisting of bad checks and bad debts; provided, however, if such accounts are actually collected later, the amounts shall be included in Gross Sales at such time, and further provided Tenant shall use reasonable efforts within the retail trade to collect such bad checks and bad debts; (c) service charges levied against sales through the use of national bank cards or other similar third party credit services such as Visa or Mastercard and check verification charges; (d) the amount received from the sale of gift certificates until such certificates are treated as a sale at the Leased Premises pursuant to Tenant's bookkeeping practices; (e) the amount received from sales to non-profit, religious and charitable organizations; and (f) alteration and repair charges paid to Tenant for merchandise sold at the Leased Premises from which Tenant derives no profit.

C. Landlord agrees to use reasonable efforts to keep all information obtained hereunder on Tenant's operations confidential and not to divulge to any person or persons, firm or corporation, any such information including the amount of Gross Sales made by Tenant in the Leased Premises, except as required by taxing authorities or to conduct Landlord's business, or to an existing or bona fide prospective mortgagee or bona fide prospective purchaser of the Shopping Center or any portion thereof, including the Leased Premises or a portion thereof or as required by law or court order.

SECTION 5.5. STATEMENTS OF GROSS SALES.

A. Within twenty (20) days after the end of each calendar month included in the Term, Tenant shall deliver to Landlord a written unaudited statement certified by Tenant setting forth (i) the amount of Gross Sales made during such month; (ii) intentionally omitted; (iii) the amount of deductions or exclusions from Gross Sales taken in accordance with Section 5.4(B) above, if any; (iv) intentionally omitted; (v) intentionally omitted; and (vi) intentionally omitted.

B. On or before the sixtieth (60th) day following each Lease Year or Partial Lease Year included in the Term, Tenant shall deliver to Landlord a written certified statement setting forth the following: (i) the items required under Section 5.5(A)(iii) above with respect to such Lease Year or Partial Lease Year; (ii) the aggregate amount of Gross Sales made during such Lease Year or Partial Lease Year; (iii) the aggregate Percentage Rent due for such Lease Year or Partial Lease Year; and (iv) the amount of Percentage Rent previously paid by Tenant to Landlord for such Lease Year or Partial Lease Year.

C. If Tenant shall fail to deliver any statement of Gross Sales when due and only in the case of the first two (2) failures during each Lease Year, if such statements are not delivered to Landlord within ten (10) days after written notice of such failure from Landlord, in addition to all of Landlord's other rights and remedies hereunder, (i) Tenant shall pay to Landlord, as additional rent, an amount equal to One Hundred Dollars (\$100.00) per day for each day such statement is overdue; and (ii) upon not less than three (3) days' prior notice to Tenant, Landlord shall have the right to cause an audit of all books, records and bank accounts of Tenant and any Concessionaire pertaining to the business conducted in the Leased Premises and to prepare the statements which Tenant has failed to deliver. The statement(s) prepared by Landlord shall be conclusive on Tenant absent manifest error, and Tenant shall promptly pay all reasonable expenses incurred in the preparation of such statement(s) and all sums, if any, as may be shown by such audit to be due as Percentage Rent.

SECTION 5.6. RECORDS AND AUDITS.

A. The business of Tenant and any Concessionaire upon the Leased Premises shall be operated so that a duplicate dated sales slip, dated invoice, register receipt or similar evidence of payment, serially numbered, shall be issued with each transaction resulting in Gross Sales or exclusions therefrom. Tenant shall keep at the Leased Premises or at the home or regional office of Tenant, a general ledger, sales receipts, sales records and other supporting documentation for at least three (3) years after the end of the period to which they pertain. All such documentation shall disclose in detail all information required to permit Landlord to verify Tenant's Gross Sales and conform to, and be in accordance with, generally accepted accounting principles consistently applied. If the documentation Tenant is required to maintain pursuant to this Section 5.6(A) is insufficient to permit Landlord to verify Gross Sales and exclusions therefrom, and Tenant fails to provide Landlord with sufficient documentation to permit such verification within ten (10) days after receipt of written notice from Landlord, Tenant shall pay to Landlord, upon demand, the reasonable cost of any examination or audit performed pursuant to Section 5.6(B) below, including, without limitation, all reasonable travel expenses incurred by Landlord in conducting such examination and/or audit. If any audit is required or a controversy arises regarding Percentage Rent, Tenant shall retain its books and records until such audit is terminated or controversy is resolved notwithstanding the expiration of the Term.

B. Landlord, its agents and employees shall have the right, not more than once per Lease Year (unless there is a controversy over Percentage Rent or Tenant is then in default, Landlord shall not be limited to one (1) time per Lease Year), at any time during normal business hours after not less than thirty (30) days' prior written notice to Tenant, to cause an examination or complete audit to be made of the documentation described in Section 5.6(A) and such other documentation, including, without limitation, bank accounts as Landlord shall reasonably require to verify Tenant's Gross Sales and exclusions therefrom. If any audit or examination shall disclose that any statement of Gross Sales understates Gross Sales for the reporting period (i) to any extent, Tenant shall pay to Landlord upon demand the resultant deficiency in Percentage Rent, together with interest thereon; and (ii) to the extent of three percent (3%) or more, Tenant shall pay to Landlord as additional rent, upon demand, the reasonable cost of the audit or examination including, without limitation, all reasonable travel expenses incurred by Landlord in conducting such audit.

SECTION 5.7. TAXES.

The term "Taxes" shall mean all federal, state, local governmental, special district and special service area taxes and assessments, exactions, impact fees and charges (including, without limitation, lease, rent or occupancy taxes) and other governmental charges and levies, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind and nature (including interest thereon whenever the same may be payable in installments) which Landlord shall pay or become obligated to pay or which are or shall become levied, due and payable or liens upon, assessed directly or indirectly against all or any portion of the Shopping Center (or any of the rents received therefrom) arising out of the use, occupancy, ownership, leasing, management, repair, replacement or operation of the Shopping Center, any part thereof, appurtenance thereto or property, fixtures or equipment therein imposed by any authority having jurisdiction over the Shopping Center or any part thereof, in the amount billed and payable immediately prior to the date the same are delinquent together with the costs (including, without limitation, reasonable attorneys' fees) of any negotiation, contest or appeal pursued by Landlord to reduce or prevent an increase in any portion of such Taxes, regardless of whether any reduction or limitation is obtained, and all of Landlord's administrative costs with respect to the foregoing, all of which shall arise during the Term or which shall be attributable to the period included in the Term. No inheritance, estate, franchise, corporation, income or profit tax that is or may be imposed upon Landlord personally shall be deemed to be included in "Taxes." Notwithstanding anything contained herein to the contrary, Tenant's obligation hereunder to reimburse Landlord for payment of Taxes shall not include penalties or interest imposed for late payment of Taxes.

SECTION 5.8. PAYMENT OF TAX RENT.

A. Tenant's proportionate share of Taxes (the "Tax Rent") for each Tax Year (as hereinafter defined) shall be computed by multiplying the amount of the Taxes less any Deductible Contributions (hereinafter defined) to Taxes, by a fraction, the numerator of which shall be the Floor Space of the Leased Premises and the denominator of which shall be the Floor Space of the Satellite Store Space (excluding the Floor Space of all Separately Assessed Tenants, all Temporary Tenants and all Exterior Tenants who are not Separately Assessed Tenants [each as hereinafter defined] which is leased and occupied, provided, however, the denominator shall not be less than eighty percent (80%) of the leasable Satellite Store Space (excluding the Floor Space of all Separately Assessed Tenants and all Temporary Tenants). The leased and occupied Satellite Store Space for a Tax Year shall be the average of the leased and occupied Satellite Store Space on the first day of each calendar month in such Tax Year. For purposes of this Section 5.8, "Deductible Contributions" shall mean all contributions to Taxes made by (i) all Separately Assessed Tenants, (ii) all Temporary Tenants, (iii) all Ancillary Tenants (as hereinafter defined); (iv) all Exterior Tenants who are not Separately Assessed Tenants; and (v) all Department, Variety or Specialty Stores who are not Separately Assessed Tenants. "Separately Assessed Tenant" shall mean any tenant (excluding Tenant) whose premises within the Shopping Center are separately assessed and included on a separate tax bill and who is obligated to pay the entire amount of such tax bill directly to the taxing authorities or to Landlord. "Temporary Tenant" shall mean any tenant or occupant (excluding Tenant) who occupies Satellite Store Space within the Shopping Center pursuant to a lease, license or other similar agreement with an original stated term of twelve (12) months or less. "Exterior Tenant" shall mean any tenant (other than Tenant) in the Shopping Center who does not have a storefront on the Enclosed Mall. "Ancillary Tenant" shall mean any tenant or occupant of the Shopping Center who occupies Ancillary Space (as defined in Section 1.2(N) above) in the Shopping Center, provided that if such Ancillary Tenant occupies other space in the Shopping Center in addition to such Ancillary Space, the "Deductible Contributions" made by such Ancillary Tenant shall only include the contributions to Taxes (or in the case of Section 6.4, contributions to Landlord's Operating Costs) that are directly attributable to the Ancillary Space occupied by such Ancillary Tenant. The term "Tax Year" means each twelve (12) month period established as the real estate tax year by the taxing authorities having jurisdiction over the Shopping Center.

B. Tax Rent shall be paid by Tenant in equal monthly installments in such amounts as are estimated and billed by Landlord for each Tax Year during the Term, with the first installment being due on the Commencement Date and each succeeding installment being due on the first day of each calendar month thereafter. If at any time during a Tax Year (or after a Tax Year if the final amount of the Taxes has not been determined) it shall appear that Landlord has underestimated the Tax Rent for such Tax Year, Landlord may adjust the amount of the monthly installments of Tax Rent and bill Tenant for any deficiency which may have accrued during such Tax Year. After Landlord's receipt of the final tax bills for each Tax Year, Landlord shall notify Tenant of the amount of Taxes for the Tax Year in question and the amount of the Tax Rent for such Tax Year and upon written request of Tenant to Landlord, Landlord shall provide Tenant copies of receipted tax bills and a computation of Tenant's proportionate share. Any overpayment or deficiency in the Tax Rent for such Tax Year shall be adjusted between Landlord and Tenant as follows: Tenant shall pay Landlord or Landlord shall credit to Tenant's account (or, if such adjustment is at the end of the Term, pay Tenant), as the case may be, within thirty (30) days after the aforesaid notification to Tenant, the amount of any such excess or deficiency of Tax Rent paid or payable by Tenant.

C. Notwithstanding anything contained to the contrary herein, Tenant's Tax Rent for the first 365 days of the Term shall be fixed at Nine Dollars and Sixty-Nine Cents (\$9.69) per square foot of the Floor Space of the Leased Premises, shall not be subject to any year-end adjustment and shall be payable as provided in Section 5.8(B). Commencing on the 366th day of the Term and continuing through the balance of the Term, Tenant shall pay Tax Rent in accordance with Section 5.8(A) and (B) of this Lease, including all adjustments to Tax Rent, even if such adjustment occurred during the first 365 days of the Term when Tax Rent was fixed at \$9.69 per square foot of the Floor Space of the Leased Premises.

SECTION 5.9. RENT FOR A PARTIAL MONTH.

For any portion of a calendar month included at the beginning or end of the Term, Tenant shall pay 1/30th of each monthly installment of Rent for each day of such portion in advance at the beginning of such portion.

SECTION 5.10. RENT FOR A PARTIAL LEASE YEAR.

During any Partial Lease Year for each item of Rent which is calculated on an annual basis but payable in monthly installments (such as, but not limited to, Marketing Fund Dues and Tenant's Advertising and Promotional Contribution), Tenant shall pay an amount equal to the product arrived at by multiplying the annual amount of such item of Rent payable for the first full Lease Year, in the case of a Partial Lease Year at the beginning of the Term, or for the last full Lease Year, in the case of a Partial Lease Year at the end of the Term, by a fraction, the numerator of which shall be the number of days in the Partial Lease Year and the denominator of which shall be three hundred sixty (360).

SECTION 5.11. TAXES ON TENANT'S PERSONAL PROPERTY.

If any such tax, excise on rents or other imposition, however described, is levied or assessed by any taxing authority on account of Tenant's interest in this Lease, Landlord's receivables, the Rent, Tenant's inventory, the Leasehold Improvements, any Tenant Property, or if any other taxes are imposed upon this Lease, Tenant's right to occupy the Leased Premises, Tenant's investment or business operation in the Leased Premises (including, without limitation, any and all documentary stamps or similar taxes assessed upon this Lease or the consideration received by Landlord by reason of this Lease), then Tenant shall be responsible therefor and shall pay the same before delinquency. If any taxing authority requires that any such tax or excise on rents or other imposition, however described, for which Tenant is responsible (other than the Taxes included in the calculation of the Tax Rent) be paid by Tenant, but collected by Landlord for and on behalf of such taxing authority and forwarded by the Landlord to such taxing authority, then the same shall be paid by Tenant to Landlord at such times as such taxing authority shall require and be collectible by Landlord and the payment thereof enforced in the same fashion as provided for the enforcement of payment of Rent.

ARTICLE VI

COMMON AREAS

SECTION 6.1. USE OF COMMON AREAS.

During the Term, Tenant, its employees, agents and customers shall have a non-exclusive license, in common with Landlord and all others to or for whom Landlord has given or may hereafter give rights to use the Common Areas (as the same may exist from time to time), but such license shall at all times be subject to the exclusive control and management by Landlord and such reasonable, non-discriminatory rules and regulations as Landlord may, from time to time, impose.

SECTION 6.2. MANAGEMENT AND OPERATION OF COMMON AREAS.

Landlord shall operate, decorate, repair, equip and maintain, or shall cause to be decorated, operated, repaired, equipped and maintained, the Common Areas in a manner consistent with that of comparable shopping centers in the metropolitan area where the Shopping Center is located. In connection with the exercise of its rights under this Section 6.2, Landlord may: (i) utilize the Common Areas for promotions, exhibits, food facilities and any other use which Landlord, in its reasonable business judgment, deems appropriate for such Common Areas; (ii) subject to the provisions contained in Section 2.2 herein, erect, install, remove and lease, kiosks, planters, pools, sculpture and other improvements within the Common Areas; (iii) enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of any part of the Shopping Center; (iv) close temporarily all or any portion of the Common Areas; (v) grant individual tenants and others the right to conduct sales in the Common Areas; (vi) restrict parking by tenants and other occupants of the Shopping Center, their employees, agents, and concessionaires and the respective visitors and invitees of each; (vii) close all or any portion of the Shopping Center and in connection therewith, seal off all entrances to the Shopping Center or any portion thereof to such extent as may, in the sole opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public thereon; (viii) temporarily suspend any and all services, facilities and access by the public to all or any part of the Shopping Center on legal holidays or due to any event beyond the reasonable control of Landlord; and (ix) do and perform any other acts in and to said Common Areas as, in the exercise of good business judgment, Landlord shall deem advisable.

SECTION 6.3. "LANDLORD'S OPERATING COSTS" DEFINED.

The term "Landlord's Operating Costs" shall mean all costs and expenses incurred in a manner deemed by Landlord, in its reasonable business judgment, to be appropriate and for the best interest of the Shopping Center in connection with the operation, equipping, replacement, maintenance and repair of the Shopping Center (and all systems, structures and Common Areas related thereto), including, without limitation, the costs and expenses of: (i) lighting, cleaning, painting, paving and striping of the Shopping Center, (ii) removing snow, ice, garbage, trash and debris from the Shopping Center, (iii) operating, maintaining, repairing and replacing ducts, conduits and similar items, fire protection systems, sprinkler systems, security alarm systems, storm and sanitary drainage systems and other utility systems, signs and markers, on and off site traffic regulation and control signs and devices, (iv) expanding, adding to or reconfiguring the Common Areas (or any portion thereof), (v) all insurance applicable to the Shopping Center with types, amounts, and deductibles determined by Landlord; (vi) interior and exterior planting, replanting and replacing flowers, shrubbery, plants, trees, and other landscaping; (vii) complying with any environmental standards and complying with any other Laws; (viii) all repairs, equipping, operation, maintenance, replacement and improvements of or to the Shopping Center, including, without limitation, floors, ceilings, roofs, windows, escalators, elevators and any other portions of the structure of the Shopping Center and all

parking areas and structures, transportation equipment and systems and similar facilities, plus interest at the rate per annum equal to the lesser of: (a) two (2) percentage points above the average annual Prime Rate for the Operating Cost Year (hereinafter defined) in question; and (b) the maximum legal rate ("CAM Interest") on the unamortized portion, if any, of the cost of such repairs, replacements and improvements; (ix) the purchase, maintenance, repair and inspection of all machinery and equipment used in the operation or maintenance of the Shopping Center and all personal property taxes and other charges incurred in connection with such machinery and equipment, plus CAM Interest on the portion of the original cost of such machinery and equipment not previously included in Landlord's Operating Costs; (x) all license and permit fees and any and all parking surcharges that may result from any Laws, including the cost of obtaining and operating public transportation or shuttle bus systems, if the same are deemed advisable by Landlord or are required by any applicable Laws; (xi) music program services and loudspeaker systems, whether rented or purchased; (xii) personnel, including, without limitation, management, security and maintenance personnel employed in connection with the management, operation, maintenance and repair of the Shopping Center, and other personnel hired to direct traffic and the parking of automobiles in the parking areas, and all costs and expenses relating to the employment of such personnel, including, without limitation, the salaries, benefits and insurance costs of such personnel, provided that Landlord shall make a reasonable allocation of the costs and expenses of any management and maintenance personnel that perform services for properties other than the Shopping Center amongst the properties (including the Shopping Center) for which such personnel perform services; (xiii) the operation, management and maintenance of the Landlord's office in the Shopping Center; (xiv) all utility costs relating to the Common Areas; and (xv) Landlord's administrative costs and overhead costs in an amount, in the aggregate, equal to fifteen percent (15%) of the total of all other Landlord's Operating Costs. Landlord's Operating Costs shall not include, however: (a) depreciation; (b) costs of repairs and replacements to the extent that proceeds of insurance or condemnation awards are received therefor; (c) the cost of a "Capital Expenditure" as defined under the Internal Revenue Code Section 263 and the regulations prescribed thereunder, in effect as of the date of this Lease, unless such cost is amortized over the "useful life" of such Capital Expenditure, in which event Landlord's Operating Costs for each year included in the period selected by Landlord shall include the cost of such Capital Expenditure as amortized over such period, plus CAM Interest on the portion of such cost which has not been included in Landlord's Operating Costs in any year; (d) fines or penalties resulting from Landlord's breach of this Lease or imposed upon Landlord by any governmental authority as a result of the violation of any Law, by any of the Landlord Related Parties; (e) the cost of any item or service to the extent of any direct reimbursement Landlord actually receives with respect thereto from Tenant or any other tenant or occupant of the Shopping Center (other than reimbursement Landlord receives through payment of a proportionate or other share of Landlord's Operating Costs); (f) the cost of building out leasable space in preparation for occupancy (excluding any portion of said cost that results from repairs, replacements or maintenance work that would otherwise have been performed or were otherwise required); (g) the amount of brokerage commissions paid by Landlord in connection with the leasing of space by Landlord in the Shopping Center; (h) principal and interest payments to service the debt under any mortgage secured by the Shopping Center; (i) lease rentals under any ground or underlying lease affecting the Shopping Center; (j) Taxes and Tax Rent; (k) the cost of construction of new gross leasable Floor Space; (l) legal fees incurred by Landlord in connection with disputes with any tenants in the Shopping Center other than those legal fees: (a) incurred to collect Landlord's Operating Costs and Taxes; and (b) incurred to enforce the rules and regulations of the Shopping Center and other non-monetary obligations of any tenant; (m) the management fees charged to Landlord by the Shopping Center management employed by Landlord, provided however, in no event shall the provisions of this clause operate as a prohibition against, or a limitation on, Landlord's right to include in Landlord's Operating Costs the cost described in clauses (xii) and (xiii) above; and (n) the cost of any abatement or remediation work pursuant to Section 17.21, performed by Landlord (collectively "Environmental Cleanup Work") at the Shopping Center shall be excluded from "Landlord's Operating Costs" for the purpose of this Lease unless such Environmental Cleanup Work is required in connection with improvements (the cost of which is includable under this Section 6.3 in Landlord's Operating Costs), maintenance, repair, or replacements at the Shopping Center which would be undertaken and performed by Landlord in the ordinary course regardless of the presence or absence of asbestos-containing materials or other hazardous materials; notwithstanding anything to the contrary contained in the immediately preceding sentence, Environmental Cleanup Work shall be done at Tenant's sole cost and expense under the circumstances set forth in Section 17.21 of this Lease.

SECTION 6.4. TENANT'S PROPORTIONATE SHARE OF LANDLORD'S OPERATING COSTS.

A. In and for each Operating Cost Year (as hereinafter defined) or partial Operating Cost Year during the Term, Tenant shall pay Landlord, as additional rent, a proportionate share of Landlord's Operating Costs ("Tenant's Proportionate Share of Landlord's Operating Costs"), which shall be computed by multiplying the amount of the Landlord's Operating Costs less any Deductible Contributions (hereinafter defined) to Landlord's Operating Costs by a fraction, the numerator of which shall be the Floor Space of the Leased Premises and the denominator of which shall be the Floor Space of the Satellite Store Space (excluding the Floor Space of all Exterior Tenants [as defined in Section 5.8] and all Temporary Tenants [as defined in Section 5.8]) which is leased and occupied; provided, however, the denominator shall not be less than eighty percent (80%) of the leasable Satellite Store Space (excluding the Floor Space of all Exterior Tenants and all Temporary Tenants). The leased and occupied Satellite Store Space for an Operating Cost Year shall be the average of the leased and occupied Satellite Store Space on the first day of each calendar month in such Operating Cost Year. Tenant's Proportionate Share of Landlord's Operating Costs shall

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otherwise be paid and adjusted in the same manner the Tax Rent is paid and adjusted pursuant to Section 5.8, but for Operating Cost Years or portions thereof, if the Term does not begin or end at the beginning or end of an Operating Cost Year, and provided that for purposes of this Section 6.4, "Deductible Contributions" shall mean all contributions to Landlord's Operating Costs made by (i) all Exterior Tenants, (ii) all Temporary Tenants, (iii) all Ancillary Tenants (as defined in Section 5.8) and (iv) all Department, Variety or Specialty Stores who are not Exterior Tenants. "Operating Cost Year" shall mean each twelve month period established by Landlord (from time to time) as the Operating Cost Year at the Shopping Center. Notwithstanding anything in this Lease to the contrary, there will be no duplication in charges to the Tenant by reason of the provision in this Lease setting forth Tenant's obligation to reimburse Landlord for Landlord's Operating Costs or by reason of any other provision in this Lease.

Notwithstanding anything to the contrary contained herein, Tenant's Proportionate Share of Landlord's Operating Costs, excluding all costs associated with insurance, security, snow removal and utilities attributable or applicable to the Shopping Center [collectively, the "Uncapped Costs"] for the 2001 Operating Cost Year shall be capped at an amount equal to one hundred five percent (105%) of Tenant's Proportionate Share of Landlord's Operating Costs (excluding the Uncapped Costs) payable for the 2000 Operating Cost Year (such amount shall constitute the "Cap Amount" for the 2001 Operating Cost Year) provided that for the purpose of calculating the Cap Amount of Tenant's Proportionate Share of Landlord's Operating Costs for the 2001 Operating Cost Year, Tenant's Proportionate Share of Landlord's Operating Costs for the 2001 Operating Cost Year shall be deemed to be the amount Tenant would have paid Landlord pursuant to Section 6.4 of this Lease had Tenant's Proportionate Share of Landlord's Operating Costs not been fixed at \$11.00 per square foot of the Floor Space of the Leased Premises. For each full Operating Cost Year and partial Operating Cost Year thereafter, Tenant's Proportionate Share of Landlord's Operating Costs (excluding the Uncapped Costs) shall be capped at an amount equal to one hundred five percent (105%) of the Cap Amount for the immediately preceding Operating Cost Year (which shall constitute the "Cap Amount" for such Operating Cost Year). Tenant shall pay the actual amount of Tenant's Proportionate Share of Landlord's Operating Costs, to the extent the same are attributable to the Uncapped Costs, throughout the Term of this Lease and said Uncapped Costs shall not be subject to the cap described in this grammatical paragraph. For purposes of this Section 6.4, in the event any Department, Variety, or Specialty Store, Temporary Tenant, Ancillary Tenant or Exterior Tenant does not make any contributions specifically apportioned between Uncapped Costs and the balance of Landlord's Operating Costs but only contributes generally to Landlord's Operating Costs, then such tenant shall be deemed to contribute to Uncapped Costs in an amount determined by Landlord in its reasonable business judgment, and the balance of such tenant's contribution to Landlord's Operating Costs shall be deemed to be a contribution towards the capped portion of Landlord's Operating Costs.

B. Notwithstanding anything to the contrary contained herein, Tenant's Proportionate Share of Landlord's Operating Costs for the first 365 days of the Term shall be fixed at Eleven Dollars (\$11.00) per square foot of the Floor Space of the Leased Premises, shall not be subject to any year-end adjustment and shall be payable as provided in Section 6.4. Commencing on the 366th day of the Term and continuing through the balance of the Term, Tenant shall pay Tenant's Proportionate Share of Landlord's Operating Costs in accordance with Section 6.4(A) above, including all adjustments to Tenant's Proportionate Share of Landlord's Operating Costs, even if such adjustment occurred during the first 365 days of the Term when Tenant's Proportionate Share of Landlord's Operating Costs was fixed at \$11.00 per square foot of the Floor Space of the Leased Premises.

SECTION 6.5. TENANT'S AUDIT RIGHTS.

Provided Tenant is not in default, Tenant shall have the right, at Tenant's sole cost and expense, to review and audit Landlord's invoices and receipts pertaining only to Landlord's Operating Costs, any portion of which is charged back to Tenant by Landlord pursuant to the terms of this Lease, at Landlord's home office during regular business hours after giving Landlord at least thirty (30) days prior written notice. Tenant shall have the right to exercise its review and audit rights under the immediately preceding sentence by giving Landlord written notice that Tenant desires to audit such items within twelve (12) months after the date Landlord has provided Tenant a year end accounting for such expenditures, provided that (a) Tenant may audit Landlord no more than once during any calendar year, and (b) Tenant's review and audit shall be limited to the invoices and receipts pertaining to such expenses for the calendar year covered by such Landlord's accounting. Landlord and Tenant shall cooperate to arrange a mutually satisfactory time for such audit, but in no event shall such review and audit be conducted during the period when Landlord is preparing its annual budgets nor shall such audit be conducted over a period in excess of three (3) days. If any audit or examination shall disclose that Landlord has overcharged Tenant for the Operating Cost Year (i) to any extent, Landlord shall pay to Tenant upon demand the overpayment in Operating Costs, together with interest thereon; and (ii) to the extent of three percent (3%) or more, Landlord shall pay to Tenant, upon demand, the reasonable cost of the audit or examination including, without limitation, all reasonable travel expenses incurred by Tenant in conducting such audit.

ARTICLE VII

UTILITIES

SECTION 7.1. UTILITY CHARGES.

A. Tenant shall pay all rents and charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air-conditioning, ventilating, telephone service and other utilities supplied to the Leased Premises, whether supplied by Landlord any other person (the "Utility Charges"), when the same become due. If any such utilities are not separately metered, then in addition to Tenant's payments of separately metered charges, Tenant shall pay to Landlord on, at Landlord's option, either the first day of each calendar month or within twenty(20) days after receipt of a bill therefor, Tenant's proportionate share of such Utility Charges which shall be calculated as follows: the Utility Charges for such utilities shall be multiplied by a fraction, the numerator of which shall be the Floor Space of the Leased Premises and the denominator of which shall be the total Floor Space occupied by tenants using such utilities, provided, however, Landlord shall make an equitable adjustment to take into account any tenant(s) sharing such utility(ies) who is a disproportionately heavy user of any such utility(ies). Landlord may, at Landlord's cost and expense, at any time, install submeters in connection with the utility services furnished to the Leased Premises and thereupon collect all or any part of the Utility Charges directly from Tenant provided that such Utility Charges shall not exceed the rates Tenant would be charged if billed directly by the local utility therefor for the same services. Landlord, in its sole discretion, shall have the right, at all times, at Landlord's cost and expense, to alter any and all utilities, and the equipment relating thereto, serving the Shopping Center or any portion thereof, provided such alteration by Landlord does not result in a diminution of the utility service to the Leased Premises. Tenant shall execute and deliver to Landlord without delay such documentation as may be required to effect such alteration. Tenant, at its sole cost and expense, may install [a] separate meter[s] within the Leased Premises to measure its utility consumption (excluding hot and chilled water), provided: (i) Tenant has obtained Landlord's prior approval of its plans for such installation, which approval shall not be unreasonably withheld; and (ii) such installation of separate utility meters is permitted by the local utility company and/or regulatory agencies.

B. If Tenant shall require natural gas for the operation of Tenant's business in the Leased Premises, Tenant shall, at its own expense, arrange for such natural gas utility service from the local gas company in a manner approved by Landlord (which approval shall not be unreasonably withheld).

C. During such period as Landlord shall furnish or cause to be furnished hot and chilled water to the Leased Premises from an on-site central plant, Tenant agrees to purchase such hot and chilled water from Landlord, and Tenant shall pay, directly to Landlord, in the manner described in Section 7.1(D) below, charges for hot and chilled water service ("Hot and Chilled Water Charges") supplied to the Leased Premises. The Hot and Chilled Water Charges shall be calculated at the rate per annum of Two Dollars (\$2.00) per square foot of the Leased Premises during the 1988 calendar year ("Initial Hot and Chilled Water Charges") and thereafter the Hot and Chilled Water Charges shall be an amount equal to the Hot and Chilled Water Charges payable in the immediately preceding calendar year multiplied by a fraction, the numerator of which is Landlord's Hot and Chilled Water Costs (as hereinafter defined) for the calendar year immediately preceding such current calendar year and the denominator of which is Landlord's Hot and Chilled Water Costs for the second calendar year immediately preceding such current calendar year. The Hot and Chilled Water Charges specified in this Section 7.1(C) are based on a load of 36 BTUs per square foot of the Leased Premises. Landlord's "Hot and Chilled Water Costs" shall mean all costs incurred by Landlord in providing said hot and chilled water service, which costs shall include but not be limited to: utilities, labor, depreciation, maintenance and repair, water treatment and insurance. In no event shall Tenant's Hot and Chilled Water Charges (for any year) be less than the Initial Hot and Chilled Water Charges.

For purposes of illustration only, the following is an example of how the 1989 Hot and Chilled Water Charges would be calculated:

1988		1988 Costs		1989
Hot and Chilled Water (\$2.00)	X	-----	=	Hot and Chilled Water
Charges		1987 Costs		Charges

D. Hot and Chilled Water Charges shall be paid in equal monthly installments in such amounts as are estimated and billed by Landlord for each year during the Term, with the first installment being due on the Commencement Date and each succeeding installment being due on the first day of each calendar month thereafter. If at any time it shall appear that Landlord has underestimated the Hot and Chilled Water Charges, Landlord may adjust the amount of the monthly installments and bill Tenant for any deficiency which may have accrued during such year. Payment of any such deficiency shall be due within ten (10) days after receipt of a bill therefor from Landlord. All federal, state and local taxes which may from time to time be imposed upon or payable in connection with charges for utility services pursuant to this Lease shall be payable by Tenant in addition to the charges to which they relate.

E. Notwithstanding anything contained to the contrary contained herein, Tenant's Hot and Chilled Water Charges for the calendar year 2001 shall be capped at an amount equal to one hundred ten percent (110%) of Tenant's Hot and Chilled Water Charge payable for the calendar year 2000 (such

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amount shall constitute the "Cap Amount" for the calendar year 2001). For each full calendar year thereafter, Tenant's Hot and Chilled Water Charge shall be capped at an amount equal to one hundred five percent (105%) of the Cap Amount for the immediately preceding calendar year (which shall constitute the "Cap Amount" for such calendar year).

Notwithstanding anything to the contrary contained herein, Tenant's Hot and Chilled Water Charge for the first 365 days of the Term: (i) shall be fixed at the rate of Three Dollars and Twenty-One Cents (\$3.21) per square foot of the Floor Space in the Leased Premises per annum, (ii) shall not be subject to any year-end adjustment and (iii) shall be payable as provided in Section 7.1. Commencing on the 366th day of the Term and continuing through the balance of the Term, Tenant shall pay Tenant's Hot and Chilled Water Charge in accordance with Section 7.1(D) above and the first paragraph of this Section 7.1(E), including all adjustments to Tenant's Hot and Chilled Water Charge, even if such adjustment occurred during the first 365 days of the Term when Tenant's Hot and Chilled Water Charge was fixed at \$3.21 per square foot of the Floor Space of the Leased Premises.

SECTION 7.2. DISCONTINUANCES AND INTERRUPTIONS OF SERVICE.

None of the Landlord Related Parties shall be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability, discontinuance or disruption of any utility service (including any discontinuance pursuant to the immediately succeeding sentence) and the same shall not (i) constitute a termination of this Lease; (ii) an actual or constructive eviction of Tenant; or (iii) entitle Tenant to an abatement of Rent or other charges (except as specifically set forth herein). Landlord also reserves the right to discontinue any heating, ventilation, air-conditioning or other utility services furnished by Landlord at any time if Tenant fails to pay timely any Utility Charges due under this Lease, after thirty (30) days written notice to Tenant and Tenant's failure to cure such default within such thirty (30) day period. Notwithstanding the foregoing, if such disruption or interruption of service is due to Landlord's negligence and said interruption of service shall continue for more than forty-eight (48) hours after notice thereof from Tenant to Landlord and prohibit Tenant from operating its business in the Leased Premises, Minimum Rent shall abate to the extent such disruption is due to Landlord's negligence, until the earlier of the date of restoration of service or the reopening of Tenant's business in the Leased Premises.

ARTICLE VIII

INDEMNITY AND INSURANCE

SECTION 8.1. INDEMNITY BY TENANT.

Except for losses, liabilities, obligations, damages, penalties, claims, costs, charges, and expenses resulting from the negligence of any of the Landlord Related Parties, Tenant shall indemnify, defend and hold the Landlord Related Parties harmless against and from all losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Landlord Related Parties and arising, directly or indirectly, out of or in connection with the use or occupancy or maintenance of the Leased Premises by, through or under Tenant, and (without limiting the generality of the foregoing) any of the following occurring during the Term: (i) any work or thing done in, on or about the Leased Premises or any part thereof by any of the Tenant Related Parties; (ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Leased Premises or any part thereof; (iii) any act or omission of Tenant or any of the Tenant Related Parties (but as to Tenant's invitees, only to the extent such act or omission occurs within the Leased Premises); (iv) any injury or damage to any person or property occurring in, on or about the Leased Premises or any part thereof; (v) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease with which Tenant, on its part, must comply or perform; or (vi) any Transfer (as defined in Section 15.1) or proposed Transfer. In case any action or proceeding is brought against any of the Landlord Related Parties by reason of any of the foregoing, Tenant shall, at Tenant's sole cost and expense, resist or defend such action or proceeding by counsel approved by Landlord, which approval shall not be unreasonably withheld.

SECTION 8.2. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS.

Except for losses, liabilities, obligations, damages, penalties, claims, costs, charges, and expenses resulting from the negligence of any of the Landlord Related Parties, none of the Landlord Related Parties shall be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or damage to person or property sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in, on or about the Leased Premises or any other part of the Shopping Center, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in or failure to operate, for whatever reason, of any utility, improvement, system or structure in the Shopping Center; (iv) any act, omission or negligence of other tenants, licensees or any other persons or occupants of

the Shopping Center or of adjoining or contiguous buildings, of owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public work; or (v) any other cause of any nature. To the maximum extent permitted by law, Tenant agrees to use and occupy the Leased Premises, and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk.

SECTION 8.3. TENANT'S INSURANCE.

At all times commencing on and after the earlier of (i) the Possession Date, (ii) the Commencement Date, or (iii) the date Tenant enters the Leased Premises for any purpose, Tenant shall carry and maintain, at its sole cost and expense:

A. Commercial General Liability Insurance with a broad form comprehensive general liability endorsement applicable to the Leased Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of Two Million Dollars (\$2,000,000) and containing a contractual liability endorsement.

B. Plate glass insurance and all risks of physical loss insurance written at replacement cost value and with a replacement cost endorsement covering all of Tenant's Property in the Leased Premises, and all Leasehold Improvements installed in the Leased Premises. Notwithstanding the foregoing, Tenant may self-insure for damage to or breakage of any plate glass in the Leased Premises. If at any time this Lease is canceled or terminated by either party as herein permitted following any casualty loss which Tenant has self-insured in whole or in part (an "uninsured loss") and Landlord would have been entitled to receive and retain the insurance proceeds payable because of such casualty if the uninsured loss had been covered by insurance, then Tenant shall promptly pay to Landlord an amount equal to the insurance proceeds that would have been payable with respect to the uninsured loss if Tenant had carried insurance in the form and amount required by the terms of this Lease rather than self-insuring such loss.

C. Business interruption insurance covering periods of not less than one (1) year in the following amounts: (i) for the first Lease Year an amount equal to one and one-half (1-1/2) times the Minimum Rent and (ii) for the succeeding Lease Years or Partial Lease Years, in amounts not less than the Rent and Tenant's other operating expenses for the preceding twelve (12) month period (the "Business Interruption Coverage").

D. Whenever good business practice, in accordance with industry standards, indicates the need of additional insurance coverage or different types of insurance in connection with the Leased Premises or Tenant's use and occupancy thereof, Tenant shall, upon request, obtain such insurance at Tenant's expense and provide Landlord with evidence thereof. Tenant shall not be obligated to obtain such additional insurance coverage or different types of insurance unless Landlord can reasonably demonstrate to Tenant that other tenants similarly situated are required to maintain such insurance.

SECTION 8.4. TENANT'S CONTRACTOR'S INSURANCE.

Before any alterations, additions, improvements or construction are undertaken, Tenant shall carry and maintain, at its expense, or Tenant shall require any contractor performing work on the Leased Premises to carry and maintain, at no expense to Landlord, in addition to worker's compensation insurance as required by the jurisdiction in which the Shopping Center is located, All Risk Builder's Risk Insurance in the amount of the replacement cost of the Tenant Improvements and Commercial General Liability Insurance (including, without limitation, Contractor's Liability coverage, Contractual Liability coverage, Completed Operations coverage, a Broad Form Property Damage coverage and Contractor's Protective liability) written on an occurrence basis with a minimum combined single limit of Two Million Dollars (\$2,000,000); such limit may be accomplished by means of an umbrella policy.

SECTION 8.5. POLICY REQUIREMENTS.

Any company writing any insurance which Tenant is required to maintain or cause to be maintained pursuant to Sections 8.3 and 8.4 (all such insurance, as well as any other insurance carried by Tenant with regard to the Leased Premises, shall be referred to as "Tenant's Insurance") shall at all times be a company with at least a Best's rating of B+VII and each such company shall be licensed and qualified to do business in the State in which the Leased Premises are located. Tenant's Insurance may be carried under a blanket policy covering the Leased Premises and any other of Tenant's locations. All policies evidencing Tenant's Insurance (other than any worker's compensation insurance) shall (i) specify Tenant and "owner(s)" and its (or their) principals, beneficiaries, partners, officers, directors, employees, agents and Mortgagee(s)" (and any other designees of Landlord as the interest of such designees shall appear) as additional insureds and (ii) contain endorsements that the insurer(s) will give to Landlord and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of said insurance. Any Tenant's Insurance covering the Leasehold Improvements against damage by fire or other Casualty shall provide that any loss to any of the Leasehold Improvements shall be adjusted jointly with Landlord and Tenant and that

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Landlord shall be named as a loss payee. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time Tenant's Insurance is first required to be carried by Tenant, and upon renewals at least fifteen (15) days prior to the expiration of the term of any such insurance coverage, a certificate of insurance of all policies evidencing Tenant's Insurance. The limits of Tenant's Insurance shall in no event limit Tenant's liability under this Lease, at law or in equity. If Tenant fails to perform its obligations under this Article VIII, then Landlord may, but shall not be required to, perform any such obligations on behalf of Tenant and add the cost of the same as additional rent, payable on demand.

SECTION 8.6. INCREASE IN INSURANCE PREMIUMS.

Neither Tenant nor any of the other Tenant Related Parties shall do or fail to do anything which will (i) violate the terms of or increase the rate of, any of Landlord's or any other tenant or occupant's insurance policies; (ii) prevent Landlord from obtaining such policies of insurance acceptable to Landlord or any Mortgagee; or (iii) contravene the rules, regulations and recommendations of Landlord's insurance companies, the Fire Insurance Rating Organization or any similar body having jurisdiction over the Leased Premises or the National Board of Fire Underwriters or any similar body exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions. In the event of the occurrence of any of the events set forth in this Section 8.6, Tenant shall pay Landlord upon demand, as additional rent, the cost of the amount of any increase in any such insurance premium. Notwithstanding anything to the contrary herein, Landlord represents that the Permitted Use for the Leased Premises as set forth in Section 1.1 (I) does not currently violate the terms of any of Landlord's insurance policies, provided that the Leased Premises is at all times operated and maintained in accordance with the terms, covenants and conditions of this Lease.

SECTION 8.7. WAIVER OF RIGHT OF RECOVERY.

Notwithstanding anything set forth in this Lease to the contrary, Landlord and Tenant do hereby waive any and all right of recovery, claim, action or cause of action against the other and their respective Related Parties for any loss or damage that may occur to Landlord or Tenant or any party claiming by through or under Landlord or Tenant, as the case may be, their respective property, the Shopping Center or the Leased Premises or any addition or improvements thereto, or any contents therein, by reason of fire, the elements or any other cause, regardless of cause or origin, including the negligence of Landlord or Tenant, or their respective Related Parties, which loss or damage is covered by valid and collectible policies of insurance, to the extent that such loss or damage is recoverable under such insurance policies. All insurance policies carried by either party with respect to the Shopping Center or the Leased Premises, whether or not required to be carried by this Lease and if such policies can be so written and either do not result in additional premium or the other party agrees to pay upon demand any resulting additional premium, shall permit the waiving of any right of recovery on the part of the insured against the other party for any loss or damage to the extent such rights have been waived by the insured prior to the occurrence of such loss or damage. For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by and recoverable by the insured under the insurance policy to which such deductible relates. In the event that Tenant is permitted to and self-insures any risk which would have been covered by the insurance required to be carried by Tenant pursuant to Section 8.3 of this Lease or Tenant fails to carry any insurance required to be carried by Tenant pursuant to Section 8.3 of this Lease, then all loss or damage to Tenant, its business, its property, the Leased Premises or any additions or improvements thereto or contents thereof that would have been covered by such insurance had Tenant maintained it shall, for purposes of the waiver set forth in this Section 8.7, be deemed covered and recoverable by Tenant under valid and collectible policies of insurance.

SECTION 8.8. LANDLORD'S INSURANCE.

Landlord currently maintains all risk of physical loss coverage for the full replacement cost of the Shopping Center (excluding foundations and excavations) and shall maintain throughout the Term of this Lease property insurance coverage for the Shopping Center consistent with that being maintained from time to time by reasonably prudent owners of properties similar to the Shopping Center in the Chicago, Illinois area. Any insurance required by the terms of this Lease to be carried by the Landlord may be under a blanket policy covering other property of Landlord or its related or affiliated entities. Notwithstanding anything to the contrary contained herein, at any time or from time to time during the Term, Landlord may self insure against all or any portion of the risks described in this Section 8.8.

ARTICLE IX

CONSTRUCTION

SECTION 9.1. CONDITION OF LEASED PREMISES.

Tenant has possession of the Ashley Stewart space under the terms of the Prior Lease as defined in Section 17.22 and such possession shall be deemed conclusive evidence that Tenant is deemed to have (i) inspected the Ashley Stewart Space; (ii) except as otherwise set forth in this Lease, accepted the Ashley Stewart Space "AS IS" with no representation or warranty by or on behalf of Landlord as to the condition or suitability of the Ashley Stewart Space or of the Shopping Center for Tenant's proposed improvements thereto or use thereof; and (iii) agreed that Landlord has no obligation to improve or repair the Ashley Stewart Space or the Shopping Center unless said obligation is specifically set forth in this Lease.

By taking possession of the 100% Girls Space and the Kidspot Space, Tenant is deemed to have (i) inspected the 100% Girls Space and the Kidspot Space; (ii) except as otherwise set forth in this Lease, accepted the 100% Girls Space and the Kidspot Space "AS IS" with no representation or warranty by or on behalf of Landlord as to the condition or suitability of the 100% Girls Space and the Kidspot Space or of the Shopping Center for Tenant's proposed improvements thereto or use thereof; and (iii) agreed that Landlord has no obligation to improve or repair the 100% Girls Space and the Kidspot Space or the Shopping Center unless said obligation is specifically set forth in this Lease.

SECTION 9.2. TENANT IMPROVEMENTS.

A. Any and all other improvements to and remodeling of the Leased Premises required pursuant to this Lease or otherwise (the "Tenant Improvements") including, without limitation, the initial Tenant Improvements (hereinafter defined), shall be performed by (i) Tenant at Tenant's sole cost and expense, (ii) in accordance with applicable Laws and in accordance with plans and specifications approved by Landlord and the terms of this Lease (including, without limitation, Exhibit B), (iii) in a first-class workmanlike manner with first-class materials, (iv) by duly qualified or licensed persons and (v) without interference with the operation of Landlord or other occupants of the Shopping Center. Upon receipt of Landlord's written approval of such plans and specifications, Tenant shall promptly commence and diligently pursue to completion the construction of the initial Tenant Improvements by the Commencement Date.

B. The initial Tenant Improvements for the Ashley Stewart Space shall mean and include, without limitation, all improvements, remodeling and redecorating required by Landlord in connection with Tenant's initial occupancy of the Leased Premises, which shall include, but not be limited to, all required demolition, re-demising of the Ashley Stewart Space, the furnishing and installation of a construction barricade, new wall, floor and ceiling treatments and finishes, new electrical and lighting systems, new mechanical systems, new HVAC system, new fire protection system, new plumbing system, new storefront construction and finishes with display window(s), new internally illuminated storefront signage and new storefront display fixtures and new interior merchandise display fixturing and furnishing, new or modification of neutral piers, new or modification of the rear exit door, all in accordance with Landlord's specifications, set forth in Exhibit B, together with all necessary modifications to the Ashley Stewart Space, as required by all applicable Laws or necessary to accommodate the initial Tenant Improvements.

Notwithstanding the foregoing and provided that Tenant's mechanical engineer has certified at Tenant's sole cost and expense, that the existing HVAC system, the existing electrical and lighting systems, the existing mechanical systems, the existing fire protection system and the existing plumbing system (the "Existing Systems") (i) are in good working order and in a like-new condition, (ii) will function at one-hundred percent (100%) operational capacity, and (iii) comply with Landlord's specifications as set forth in Exhibit B; and provided the final plans and specifications for the initial Tenant Improvements, as finally approved by Landlord clearly indicate that Tenant shall reuse the applicable system(s), Tenant may use and modify each Existing System meeting all of the aforementioned requirements, rather than providing a new system. If during the Term any of such systems becomes non-operational, then Tenant, at its sole cost and expense, shall perform any necessary repairs or replacements thereto, and, if necessary, install a new system(s).

The initial Tenant Improvements for the 100% Girls Space shall mean and include, without limitation, all improvements, remodeling and redecorating required by Landlord in connection with Tenant's initial occupancy of the Leased Premises, which shall include, but not be limited to, all required demolition, re-demising of the 100% Girls Space, the furnishing and installation of a construction barricade, new wall, floor and ceiling treatments and finishes, new electrical and lighting systems, new mechanical systems, new HVAC system, new fire protection system, new plumbing system, new storefront construction and finishes with display window(s), new internally illuminated storefront signage and new storefront display fixtures and new interior merchandise display fixturing and furnishing, new or modification of neutral piers, new or modification of the rear exit door all in accordance with Landlord's specifications, set forth in Exhibit B, together with all necessary modifications to the 100% Girls Space, as required by all applicable Laws or necessary to accommodate the initial Tenant Improvements.

Notwithstanding the foregoing and provided that Tenant's mechanical engineer has certified at Tenant's sole cost and expense, that the existing HVAC system, the existing electrical and lighting systems, the existing mechanical systems, the existing fire protection system and the existing plumbing system (the "Existing Systems") (i) are in good working order and in a like-new condition, (ii) will function at one-hundred percent (100%) operational capacity, and (iii) comply with Landlord's specifications as set forth in Exhibit B; and provided the final plans and specifications for the initial Tenant Improvements, as finally approved by Landlord clearly indicate that Tenant shall reuse the applicable system(s), Tenant may use and modify each Existing System meeting all of the aforementioned requirements, rather than providing a new system. If during the Term any of such systems becomes non-operational, then Tenant, at its sole cost and expense, shall perform any necessary repairs or replacements thereto, and, if necessary, install a new system(s).

The initial Tenant Improvements for the Kidspot Space shall mean and include, without limitation, all improvements, remodeling and redecorating required by Landlord in connection with Tenant's initial occupancy of the Leased Premises, which shall include, but not be limited to, all required demolition, re-demise the Kidspot Space, the furnishing and installation of a construction barricade, new wall, floor and ceiling treatments and finishes, new electrical and lighting systems, new mechanical systems, new HVAC system, new fire protection system, new plumbing system, new storefront construction and finishes with display window(s), new internally illuminated storefront signage and new storefront display fixtures and new interior merchandise display fixturing and furnishing, new or modify neutral piers, new or modify rear exit door all in accordance with Landlord's specifications, set forth in Exhibit B, together with all necessary modifications to the Kidspot Space, as required by all applicable Laws or necessary to accommodate the initial Tenant Improvements.

Notwithstanding the foregoing and provided that Tenant's mechanical engineer has certified at Tenant's sole cost and expense, that the existing HVAC system, the existing electrical and lighting systems, the existing mechanical systems, the existing fire protection system and the existing plumbing system (the "Existing Systems") (i) are in good working order and in a like-new condition, (ii) will function at one-hundred percent (100%) operational capacity, and (iii) comply with Landlord's specifications as set forth in Exhibit B; and provided the final plans and specifications for the initial Tenant Improvements, as finally approved by Landlord clearly indicate that Tenant shall reuse the applicable system(s), Tenant may use and modify each Existing System meeting all of the aforementioned requirements, rather than providing a new system. If during the Term any of such systems becomes non-operational, then Tenant, at its sole cost and expense, shall perform any necessary repairs or replacements thereto, and, if necessary, install a new system(s).

Subject to any applicable Law, in the event of a direct conflict between the final plans and specifications for the initial Tenant Improvements, as finally approved by Landlord, and the construction provisions contained in this Lease (including, without limitation, Exhibit B), the final Landlord approved plans and specifications shall control Tenant's construction of the initial Tenant Improvements and shall supersede any directly inconsistent construction provisions contained in this Lease (including, without limitation, Exhibit B).

SECTION 9.3. SCHEDULE OF PLAN SUBMISSION FOR INITIAL TENANT IMPROVEMENTS.

A. Not later than seven (7) days after the date of this Lease, Tenant shall notify Landlord of the identity and mailing address of the licensed architect engaged by Tenant for the preparation of plans for the initial Tenant Improvements and Landlord agrees to accept such licensed architect as Tenant's authorized agent.

B. Not later than fifteen (15) days after the date of this Lease, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) set each of prints and reproduces of preliminary plans illustrating Tenant's design concept.

C. Not later than forty-five (45) days after the date of this Lease, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) set of final plans and specifications for the initial Tenant Improvements plus one (1) reproducible set.

D. Landlord agrees to review Tenant's plans and specifications within ten (10) business days after receipt thereof and notify Tenant of the matters, if any, in which said plans fail to conform to Landlord's construction requirements or otherwise fail to meet with Landlord's approval (which approval shall not be unreasonably withheld). Tenant shall cause said plans to be revised in such manner as to comply with Landlord's requirements within ten (10) days after Landlord's notice to Tenant and Tenant shall submit revised plans for Landlord's approval. When Landlord has approved Tenant's plans or revised plans, as the case may be, Landlord shall initial and return one (1) set of approved plans to Tenant showing the date of Landlord's approval. Tenant shall not commence the work within the Leased Premises until Landlord has approved Tenant's final plans, unless Landlord's prior approval has been obtained in writing. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant pursuant to this Section 9.3 or otherwise is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications and the Tenant

Improvements shown thereon comply with applicable Laws or that the same are structurally sound and Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant Improvements and Tenant acknowledges that it is not relying on any of the Landlord Related Parties for the same.

E. Notwithstanding anything contained in this Lease to the contrary, subject to the provisions of Section 17.16, Tenant is required to complete the initial Tenant Improvements on or before the date Tenant opens for business in all three of the spaces comprising the Leased Premises and Tenant is required to open for business to the public in all three of the spaces comprising the Leased Premises on or before the Commencement Date.

F. Landlord acknowledges that as of the Possession Date Tenant is open for business in the Ashley Stewart Space. Notwithstanding anything to the contrary contained herein, in order to facilitate the construction of the initial Tenant Improvements, Tenant shall have the right to close for business in the Ashley Stewart Space during the Construction Period (hereinafter defined). The term "Construction Period" as used herein shall be deemed to be the period of time commencing on the Possession Date and ending on the day immediately preceding the Commencement Date.

SECTION 9.4. SECURITY FOR TENANT'S WORK.

INTENTIONALLY OMITTED.

SECTION 9.5. OWNERSHIP OF IMPROVEMENTS.

All present and future alterations, additions or improvements made in, on or to the Leased Premises, by either party, including, without limitation, all equipment and non-trade fixtures, track lighting (excluding spotlights), roof-top air-conditioning units, pipes, ducts, conduits, plumbing, wiring, paneling, partitions, mezzanines, floors, floor and wall coverings, and similar items (the "Leasehold Improvements") shall be deemed the property of Landlord and shall remain upon and be surrendered with the Leased Premises as part thereof in good order, condition and repair, ordinary wear and tear and Casualty (subject to the provisions of Article XI) excepted, upon Tenant's vacation or abandonment of the Leased Premises. All movable goods, inventory, furniture, trade fixtures and other movable personal property belonging to Tenant which are installed or stored in the Leased Premises by Tenant and are not permanently affixed to the Leased Premises, shall remain Tenant's property ("Tenant's Property") and shall be removed by Tenant on or prior to the Termination Date (or the termination of Tenant's right to possession of the Leased Premises, whichever is applicable) provided that: (i) Tenant is not in default under this Lease; and (ii) Tenant shall immediately repair any damage to the Leased Premises caused by the removal of any of Tenant's Property and restore the Leased Premises to the same condition as existed prior to the installation of such property.

SECTION 9.6. MECHANIC'S LIENS.

No mechanic's or other lien shall be allowed against the Shopping Center or the estate of Landlord (excluding Tenant's Property). If any mechanic's or other lien shall at any time be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant or anyone claiming by, through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded within twenty (20) days after notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same, by paying the amount claimed to be due without inquiring as to the validity of any such lien, and the amount so paid by Landlord, including attorneys' fees incurred by Landlord in connection therewith, shall be due and payable by Tenant to Landlord upon demand as additional rent.

SECTION 9.7. RECAPTURE OF CONSTRUCTION COSTS.

To the extent Tenant constructs the initial Tenant Improvements in the Leased Premises in accordance with the plans and specifications approved by Landlord and in accordance with Exhibit B (attached hereto and made a part hereof and provided Tenant has furnished Landlord with the following documents in a form and substance acceptable to Landlord: (i) the building permit for the initial Tenant Improvements and a certificate of occupancy, (ii) proof of completion of construction in accordance with the plans and specifications approved by Landlord, (iii) paid bills, (iv) an architect's certification that the Tenant Improvements were completed in accordance with the plans and specifications approved by Landlord, and (v) Tenant's affidavit, unconditional final lien waivers and sworn statements/affidavits from all contractors, subcontractors, materialmen, and all others performing work in the Leased Premises in the form required by Landlord or, if no form is specified, in accordance with the statutory and local requirements of the jurisdiction in which the Shopping Center is located, and if Tenant is not in default under this Lease at each relevant time, Tenant shall not be required to pay Minimum Rent, Tax Rent, Tenant's Proportionate Share of Landlord's Operating Cost, Marketing Fund dues and Tenant's FORD CITY /2000
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Advertising and Promotional Fund Contribution (the "Fixed Rent") otherwise due until it has recaptured an aggregate amount (the "Construction Allowance") equal to the lesser of: (1) an amount equal to the sum of the Fixed Rent otherwise due under the Lease for the twelve (12) full month period commencing on the first day of the calendar month following the later to occur of: (a) the date Tenant has completed the initial Tenant Improvements in the Leased Premises, (b) the date Tenant has opened for business in the Leased Premises and (c) the date Tenant has provided Landlord with copies of the documents referred to in (i) through (v) above and (2) the amount of the "hard" costs (i.e., the cost and expense of labor and materials for the initial Tenant Improvements [other than Tenant's Property]) actually incurred by Tenant in constructing the initial Tenant Improvements by applying such Construction Allowance as a credit against the Fixed Rent as it becomes due hereunder (the "Fixed Rent Abatement Period"). During the Fixed Rent Abatement Period, only the Fixed Rent shall be abated and all additional rent (including without limitation, all Percentage Rent, Utility Charges and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease. Notwithstanding anything to the contrary contained herein, all documents which Tenant submits to Landlord under clause (iv) above must be notarized originals. Nothing contained herein shall be deemed to obligate Landlord to grant to Tenant any portion of the credit with respect to the cost of any initial Tenant Improvements which may not have been completed in accordance with the plans and specifications approved by Landlord and Exhibit B. In the event Tenant is unable to recapture the full amount set forth above, Tenant shall have no further right to recapture nor any right or claim against Landlord for any unrecapturable amount. Notwithstanding anything to the contrary contained herein, at any time prior to the date that the entire amount of the Construction Allowance has been recaptured pursuant to this Section 9.7, Landlord may elect, in its sole discretion, to make a cash payment to Tenant (the "Allowance Payment") in lieu of all or any portion of the Construction Allowance not yet applied by Tenant as a credit against Fixed Rent pursuant to this Section 9.7 (such portion of the Construction Allowance shall be referred to herein as the "Subject Portion." If Landlord makes such an Allowance Payment to Tenant in accordance with the foregoing, Tenant shall have no further rights to apply any portion of the Subject Portion as a credit against Minimum Rent pursuant to this Section 9.7. All documents required to be submitted to Landlord under this Section 9.7 shall be mailed to: Urban Retail Properties Co., 900 North Michigan Avenue, 13th Floor, Chicago, Illinois 60611, Attention: Director of Lease Administration.

ARTICLE X

REPAIRS, MAINTENANCE, LANDLORD'S ACCESS AND ALTERATIONS

SECTION 10.1. REPAIRS BY LANDLORD.

Subject to the terms and conditions set forth in Articles II, XI, XII and Sections 4.6 and 17.16, Landlord shall make, or cause to be made all necessary repairs (structural or otherwise) to the Common Areas (excluding, however, any areas any tenant or any other occupant of the Shopping Center is obligated to repair) and to the foundation, roof, gutters, downspouts and exterior walls of the Shopping Center, provided Landlord has actual knowledge of the necessity for such repair. Notwithstanding anything to the contrary contained herein, subject to the provisions of Section 8.7, Landlord shall make, or cause to be made, all necessary repairs resulting from the negligence or intentional misconduct or omission of any of the Landlord Related Parties. In exercising its rights under this Section 10.1, Landlord shall use efforts which are reasonable under the particular circumstances to minimize interference with the operation of Tenant's business in the Leased Premises. Landlord shall make or cause to be made, necessary structural repairs to the Leased Premises (collectively, "Structural Repairs"), provided Landlord has received from Tenant written notice of the necessity for such Structural Repairs (except that the foregoing does not in any way relieve Tenant from any responsibility to pay its pro rata share of Landlord's Operating Costs as provided in this Lease), except to the extent that such Structural Repairs are (a) to the storefront of the Leased Premises, (b) necessitated by any act or omission of Tenant, or Tenant's agents, employees, or contractors, (c) necessitated by reason of Tenant's specific use of the Leased Premises or the particular configuration of the Leasehold Improvements within the Leased Premises, (d) necessitated by any improvement, alteration, change or addition to the Leased Premises performed by or at the direction of Tenant, (e) to any improvement, alteration, change or addition to the Leased Premises performed by or at the direction of Tenant, or (f) required of Tenant in its capacity as an employer, in any of which cases, such Structural Repairs shall be performed at Tenant's sole cost and expense and, at Landlord's option, shall be performed by Tenant.

SECTION 10.2. ALTERATIONS, REPAIRS, MAINTENANCE AND DISPLAYS BY TENANT.

A. Any alterations or improvements made by Tenant in or to the Leased Premises or any part thereof shall (i) be subject to Landlord's prior written approval thereof (which approval shall not be unreasonably withheld), and (ii) performed in accordance with the provisions of Article IX. Tenant shall, at its sole expense, cause plans and specifications therefor to be prepared by an architect or other duly qualified person for Landlord's approval. In addition, Tenant shall not paint or decorate any part of the exterior of the Leased Premises, or any part of the interior visible from the exterior thereof, without first obtaining Landlord's written approval.

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Notwithstanding the provisions contained in this Section 10.2 and provided Tenant is not in default under this Lease, Tenant shall have the right to make non-structural interior alterations to the Leased Premises without obtaining Landlord's prior written consent provided that: (i) such interior alterations shall be completed in a good and workmanlike manner in accordance with Landlord's design criteria for the Shopping Center and the plans and specifications for the Leased Premises originally approved by Landlord; and (ii) the cost of any such interior alterations shall not exceed in the aggregate Fifty Thousand Dollars (\$50,000.00) per Lease Year.

B. Tenant shall at all times during the Term, from and after the Possession Date, at its own cost and expense, maintain the Leased Premises in good order, condition and repair and make all necessary replacements and repairs to the Leased Premises (other than any repairs required to be made by Landlord pursuant to Sections 10.1, 11.2 or 12.1). Tenant's obligations shall include, without limitation, repairing, maintaining, and making replacements to items such as the following, but only to the extent the same are located within or exclusively serving the Leased Premises: floors (other than structural floors); walls (other than the exterior face or service corridor walls); ceilings; utility meters; pipes and conduits; fixtures; any loading dock servicing the Leased Premises (including any mechanical systems pertinent to the drainage thereof); subject to Section 4.6, electrical, plumbing, heating, ventilating and air-conditioning equipment and systems (whether such electrical, plumbing, heating, ventilating and air-conditioning equipment and systems are located inside the Leased Premises or on the roof of the Shopping Center) which are installed by Tenant or which exclusively serve the Leased Premises; sprinkler equipment and other equipment within the Leased Premises; the storefront(s); security grilles or similar enclosures; locks and closing devices; window sashes, casements and frames; glass; and doors and door frames.

C. Tenant shall initiate and carry out a program of regular maintenance and repair of the Leased Premises, including the painting or refinishing of all areas of the interior and the storefront of the Leased Premises, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition. After the first six (6) years of the Term, if requested by Landlord, acting reasonably, Tenant shall, at its expense, refurbish the Leased Premises to the extent necessary so that (i) the floor covering, wall covering and surfaces visible to customers in the interior of the Leased Premises shall be substantially in the same condition and appearance as at the commencement of the Term and (ii) the exterior of the Leased Premises (including the storefront and storefront sign) shall be neat, presentable and attractive. Tenant shall not be required, pursuant to this Section 10.2(C) to reconstruct the Leased Premises nor to reconstruct the storefront of the Leased Premises. Tenant shall submit plans and specifications to Landlord for its approval covering said refurbishing within thirty (30) days after written request therefor from Landlord and Tenant agrees to make such changes thereto as Landlord may request (acting reasonably). Tenant shall remain open for business during the refurbishing and shall complete the refurbishing within one hundred twenty (120) days after Landlord has approved said plans and specifications. Notwithstanding anything to the contrary contained herein, if Tenant has performed a refurbishment of the Leased Premises during the fourth or fifth Lease Years and such refurbishment included the refurbishment of any of the items described in clauses (i) and (ii) above, Tenant shall not be required to perform the refurbishment of those items as part of the sixth (6th) year refurbishment as set forth herein.

Tenant shall install and maintain, at all times, displays of merchandise in the show windows (if any) of the Leased Premises. All articles and the arrangement, style, color and general appearance thereof, shall be in keeping with the character and standards of the Shopping Center.

SECTION 10.3. INSPECTIONS AND ACCESS BY LANDLORD.

Tenant shall permit Landlord, its agents, employees and contractors to enter all parts of the Leased Premises during the Normal Mall Hours (and in emergencies at any time) to inspect or exhibit the same or to make any repairs or alterations thereto as Landlord, in its reasonable business judgment may see fit, provided that Landlord agrees to use its reasonable efforts not to disturb Tenant's conduct of business in the Leased Premises.

ARTICLE XI

CASUALTY

SECTION 11.1. RIGHT TO TERMINATE.

A. In the event of a fire or other casualty ("Casualty"), if (i) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement thereof; or (ii) the proceeds of Landlord's insurance recovered or recoverable as a result of a Casualty and retained by Landlord shall be insufficient to pay fully for the cost of replacement of the Leased Premises or the building or buildings damaged; or (iii) the Leased Premises or the building in which the Leased Premises is located shall be damaged as a result of any cause which is not covered by Landlord's insurance; or (iv) the Leased Premises shall be damaged in whole or in part during the last two (2) Lease

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Years or in any Partial Lease Year at the end of the Term; or (v) either or both of the Leased Premises or the building in which the Leased Premises is located shall be damaged to the extent of twenty-five percent (25%) or more of the cost of replacement thereof; or (vi) the Shopping Center is damaged to such extent that in the sole judgment of Landlord, it cannot be operated as an economically viable unit; then, in any such event, Landlord may terminate this Lease by notice given to Tenant within one hundred eighty (180) days after the settlement of the loss resulting from the Casualty between Landlord and Landlord's insurer(s) (or within one hundred eighty (180) days after the determination by Landlord's insurers that such loss was not covered by Landlord's insurance, if applicable). If Landlord terminates this Lease as aforesaid, then the Termination Date shall be the date set forth in the notice to Tenant, which date shall not be less than thirty (30) days after the date of said notice. The "cost of replacement" shall be determined by the company or companies selected by Landlord's insurers, or if there shall be no such determination, by a person selected by Landlord qualified to determine such "cost of replacement". Landlord agrees that whenever in this Section 11.1(A) it has the right to cancel Tenant's Lease it will not do so unless it shall likewise endeavor to cancel the leases of other Satellite Store Space tenants similarly situated in Tenant's building whose leases grant Landlord such a right to cancel.

Notwithstanding anything to the contrary contained herein, in the event that Landlord is permitted to and self-insures any risk which would have been covered by the insurance required to be carried by Landlord pursuant to Section 8.8 of this Lease or Landlord fails to carry any insurance required to be carried by Landlord pursuant to Section 8.8 of this Lease, then all loss or damage to Landlord, the Shopping Center or any additions or improvements thereto or contents thereof that would have been covered by such insurance had Landlord maintained it shall, for purposes of this Section 11.1, be deemed covered and recoverable by Landlord under valid and collectible policies of insurance.

In the event of a Casualty affecting the Leased Premises, Tenant shall have the right to terminate this Lease if (a) the Leased Premises shall be damaged in whole or in part, during the last two (2) Lease Years or in any Partial Lease Year at the end of the Term and the cost to repair or restore the Leased Premises exceeds twenty-five percent (25%) of the cost of replacement thereof; (b) Landlord fails to begin any restoration work it is obligated to perform on the Leased Premises within six (6) months after the date of the Casualty; or (c) Landlord begins to restore the Leased Premises, if it is required to do so, within such six (6) month period but fails to complete such work within one (1) year from the date of the Casualty. Tenant's right to terminate this Lease under this Section 11.1(A) shall be exercised by giving Landlord written notice of such exercise within thirty (30) days after the date of the Casualty in the case of clause (a) above and within thirty (30) days after the end of the six (6) month period and one (1) year period, respectively, in the case of clauses (b) and (c) above, and the effective date of the termination shall be the date that is thirty (30) days after the date Landlord receives the applicable notice.

B. If the Casualty shall render the Leased Premises untenable, in whole or in part, all Rent (other than Percentage Rent) shall abate proportionately during the period of such untenability on the basis of the ratio which the amount of Floor Space of the Leased Premises rendered untenable bears to the total Floor Space of the Leased Premises, except that in cases of a Casualty caused by or attributable to Tenant or any Tenant Related Parties, Rent shall not abate as aforesaid to the extent that rent loss insurance does not reimburse Landlord therefor. Such abatement of Rent shall terminate on the earlier of (i) the date any repair and restoration work is substantially completed by Landlord pursuant to its obligations, if any, under Section 11.2, or thirty (30) days after such date in the event Tenant is required to perform repair work pursuant to Section 11.3, or (ii) the date Tenant reopens for business in the portion of the Leased Premises previously rendered untenable. Notwithstanding anything to the contrary contained herein, in the event as a result of a Casualty only a portion of the Leased Premises is damaged which results in Tenant being unable to operate its business within that portion of the Leased Premises not so damaged or destroyed, the Leased Premises shall be deemed to be completely untenable for purposes of this Section 11.1(B). Except to the extent specifically set forth in this Section 11.1, neither the Rent nor any other obligations of Tenant under this Lease shall be affected by any Casualty, and Tenant hereby specifically waives all other rights it might otherwise have under law or by statute.

SECTION 11.2. LANDLORD'S DUTY TO RECONSTRUCT.

Provided this Lease is not terminated pursuant to Section 11.1 or any other provision of this Lease, and subject to Landlord's ability to obtain the necessary permits therefor and the availability of insurance proceeds, Landlord shall repair or reconstruct or demolish and rebuild the Leased Premises to a substantially similar condition as existed prior to the Casualty, except that Landlord shall not be required to repair or replace any of Tenant's Property, or any alterations or improvements in excess of Landlord's Work under Exhibit B hereto. Notwithstanding anything to the contrary contained herein, in no event shall any of the Landlord Related Parties be liable for interruption of Tenant's business or for damage to or repair of any of those items which Tenant is required to insure, including all Tenant's Property and Leasehold Improvements.

SECTION 11.3. TENANT'S DUTY TO RECONSTRUCT.

Provided this Lease is not terminated pursuant to any provision of this Lease, if Landlord repairs the Leased Premises as provided in Section 11.2 above, Tenant shall promptly commence and diligently pursue

to completion the repair and refixturing of the Leased Premises including Tenant's Improvements (as set forth in Section 9.2 above), to a substantially similar condition as existed prior to the Casualty, and otherwise in accordance with the terms and conditions of this Lease. Tenant shall reopen for business in the Leased Premises as soon as practicable after the occurrence of the Casualty.

SECTION 11.4. INSURANCE PROCEEDS.

All proceeds of insurance carried by Tenant covering the Leasehold Improvements and Tenant's Property shall belong to and be payable to Tenant. If this Lease is terminated by Landlord or Tenant pursuant to Section 11.1 of this Lease, or if this Lease is terminated pursuant to any other Section hereof, or if Tenant does not repair, redecorate and refixture the Leased Premises pursuant to Section 11.3 of this Lease, the proceeds covering the Leasehold Improvements shall belong to and be payable to Landlord and any such proceeds received by Tenant shall be paid by Tenant to Landlord.

Should this Lease be terminated as a result of a Casualty and to the extent Landlord receives insurance proceeds specifically allocated to the permanent Leasehold Improvements installed in the Leased Premises by or at the direction of Tenant ("Allocated Insurance Proceeds"), Landlord shall pay Tenant an amount equal to the lesser of: (a) the Allocated Insurance Proceeds and (b) an amount equal to the portion of the cost actually incurred by Tenant (excluding any portion of such cost paid by or on behalf of Landlord either directly or indirectly as reimbursement to Tenant in cash or a credit against Rent or otherwise) for its permanent Leasehold Improvements as reported to Landlord (accompanied by supporting bills, invoices, paid receipts or other evidence of the cost of such improvements reasonably acceptable to Landlord) calculated by dividing such cost by the number of Lease Years (including a fractional amount representing any Partial Lease Year(s)) in the initial Term of this Lease and multiplying the resulting quotient by the number of Lease Years (including a fractional amount representing any Partial Lease Year(s)) remaining in the initial Term of this Lease as of the effective date of the cancellation (the "Unamortized Improvement Cost"). Notwithstanding anything to the contrary contained herein, in the event of a Casualty, if Landlord files a claim with its insurer for the portion of the Shopping Center in which the Leased Premises are located, Landlord shall specify in such claim an amount (if any) equal to the cost of the permanent Leasehold Improvements installed at the Leased Premises by or at the direction of Tenant and damaged in such Casualty.

ARTICLE XII

CONDEMNATION

SECTION 12.1. TAKING OF LEASED PREMISES.

A. If any portion of the Leased Premises shall be taken under the power of eminent domain by any public or quasi-public authority (a "taking"), either party shall have the right to terminate this Lease as of the date physical possession of the property taken is delivered to the condemning authority (hereinafter referred to as the "effective date of the taking") by giving notice to the other party of such election within thirty (30) days after the effective date of the taking.

B. If there is a taking of a portion of the Leased Premises and this Lease shall not be terminated pursuant to Section 12.1(A), then (i) as of the effective date of the taking, this Lease shall terminate only with respect to the portion taken; (ii) after the effective date of the taking and during the balance of the Term, the Minimum Rent, and the Full and Partial Year Breakpoints, if any, shall be reduced by multiplying the same by a fraction, the numerator of which shall be the Floor Space not so taken and the denominator of which shall be the Floor Space of the Leased Premises immediately prior to the taking; (iii) as soon as reasonably possible after the effective date of the taking, Landlord shall, at its expense and to the extent feasible, restore the remaining portion of the Leased Premises to a complete unit; provided, however, that Landlord shall not be required to expend more on such alteration or restoration work than an amount equal to the net proceeds of the condemnation award actually received and retained by Landlord which is allocable to the Leased Premises.

SECTION 12.2. TAKING OF SHOPPING CENTER.

If there is a taking of twenty-five percent (25%) or more of the leasable Floor Space within the Shopping Center or if there is a taking of any portion of the Shopping Center so as to render, in Landlord's judgment, the remainder unsuitable for use as a shopping center, regardless in either case as to whether or not there is a taking of the Leased Premises, Landlord shall have the right to terminate this Lease upon thirty (30) days' written notice to Tenant.

SECTION 12.3. CONDEMNATION AWARD.

All compensation awarded for any taking of the Leased Premises (including, without limitation, the Leasehold Improvements) or the Shopping Center or any interest in either shall belong to and be the property of the Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in any such award, except to the extent that this Lease is terminated and Tenant files a claim, at its sole cost and expense, and the condemning authority specifically awards to Tenant or specifically allocates a portion of the award to Tenant for the Unamortized Improvement Cost calculated as set forth in Section 11.4 as of the effective date of the taking, and Tenant's relocation expenses and lost goodwill; provided, however, the filing of such claim by Tenant or allocation by the condemning authority to Tenant does not adversely affect or diminish the award which would otherwise have been received by Landlord had Tenant not filed such a claim and received such award.

ARTICLE XIII

MARKETING FUND

SECTION 13.1. MARKETING FUND.

Landlord may establish, or has established, a Marketing Fund (the "Fund") for the purpose of promoting the Shopping Center.

SECTION 13.2. TENANT'S CONTRIBUTION TO MARKETING FUND.

A. Commencing on the Commencement Date provided at least ninety percent (90%) of the Satellite Store Space tenants whose leases for space at the Shopping Center are dated after the date of this Lease are similarly obligated, Tenant shall contribute to the Fund one-twelfth (1/12) of the annual amount set forth in Section 1.1(G)(i), (as adjusted at the time and in the manner provided below) on the Commencement Date and on the first (1st) day of each calendar month thereafter throughout the Term. As of the first (1st) day of January immediately following the Commencement Date, and as of the first (1st) day of January of each year thereafter throughout the Term, the annual Fund dues shall be increased to an amount equal to the Fund dues in effect for the immediately preceding year increased by the lesser of five percent (5%) or a percentage equal to the percentage increase in the CPI during the immediately preceding calendar year. Any Fund dues payable for a partial calendar month shall be appropriately prorated.

B. Notwithstanding anything contained to the contrary herein, Tenant's Marketing Fund dues for the first 365 days of the Term shall be fixed at Twenty-Five Cents (\$.25) per square foot of the Floor Space of the Leased Premises, shall not be subject to any increases and shall be payable as provided in Section 13.2(A). Commencing on the 366th day of the Term and continuing through the balance of the Term, Tenant shall pay Marketing Fund dues in accordance with Section 13.2(A) of this Lease, including all increases, even if such increases occurred during the first 365 days of the Term when Marketing Fund dues were fixed at \$.25 per square foot of the Floor Space of the Leased Premises.

SECTION 13.3. LANDLORD'S PARTICIPATION AND CONTRIBUTION.

A. The amounts collected by Landlord in connection with the Fund shall be used by Landlord to pay all costs and expenses associated with programs for the promotion of the Shopping Center, which programs may include, without limitation, the following (but which shall not be deemed a representation as to the actual provision of such programs): special events, displays, signs, decor, seasonal events, advertising for the Shopping Center, visual merchandising services for tenants, and the distribution of promotional literature designed to attract customers. In addition, Landlord may use the Fund dues to defray the cost of administration of the Fund, including, without limitation, the salary and related costs and benefits of a manager and related administrative personnel, and rent allocable to any management office within the Shopping Center devoted to use by such personnel. Landlord shall have the right and option to employ or cause to be employed the Marketing Manager and other personnel of the Fund, and to provide or cause to be provided promotional services, which, in Landlord's reasonable judgment, are desirable to administer the Fund and promote the activities of the Shopping Center. All such personnel shall be under the exclusive control and supervision of Landlord. Subject to Section 13.3(B), if applicable, Tenant hereby authorizes the Fund to reimburse Landlord for providing such personnel and any other costs incurred by Landlord in assisting the Fund or providing services thereto.

B. Landlord shall contribute twenty-five percent (25%) of the total amount of the Marketing Fund dues paid to Landlord, if any, by the tenants of the Shopping Center. As all or part of such cash contribution, Landlord may elect to contribute all or part of the services of a Marketing Manager and such other personnel and services as Landlord deems appropriate and the reasonable rent allocable to any management office within the Shopping Center devoted to use by the Fund for its activities. Landlord's

obligations, if any, under this Section 13.3 shall not be binding upon any Mortgagee or purchaser at a foreclosure sale.

SECTION 13.4. TENANT'S ADVERTISING.

A. Commencing on the Commencement Date, provided at least ninety percent (90%) of the Satellite Store Space tenants whose leases for space at the Shopping Center are dated after the date of this Lease are similarly obligated, Tenant shall contribute to a promotional and advertising program to be administered by Landlord an amount ("Tenant's Advertising and Promotional Fund Contribution") equal to one-twelfth (1/12th) of the annual amount set forth in Section 1.1(G)(iii), (as adjusted at the time and in the manner provided below) on the Commencement Date and on the first day of each calendar month thereafter throughout the Term. As of the first (1st) day of January immediately following the Commencement Date and as of the first (1st) day of January of each year thereafter throughout the Term, Tenant's Advertising and Promotional Fund Contribution shall be increased to an amount equal to the Tenant's Advertising and Promotional Fund Contribution in effect for the immediately preceding year increased by the lesser of five percent (5%) or a percentage equal to the percentage increase in the CPI during the immediately preceding calendar year. Any Tenant's Advertising and Promotional Fund Contribution payable for a partial calendar month shall be appropriately prorated.

B. Notwithstanding anything contained to the contrary herein, Tenant's Advertising and Promotional Fund Contribution for the first 365 days of the Term shall be fixed at Twenty-Five Cents (\$.25) per square foot of the Floor Space of the Leased Premises, shall not be subject to any increases and shall be payable as provided in Section 13.2(A). Commencing on the 366th day of the Term and continuing through the balance of the Term, Tenant shall pay Tenant's Advertising and Promotional Fund Contribution in accordance with Section 13.2(A) of this Lease, including all increases, even if such increases occurred during the first 365 days of the Term when Tenant's Advertising and Promotional Fund Contribution was fixed at \$.25 per square foot of the Floor Space of the Leased Premises

ARTICLE XIV

SUBORDINATION AND ATTORNMENT

SECTION 14.1. SUBORDINATION.

Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of: (i) all present and future ground or underlying leases involving all or any part of the Shopping Center; or (ii) any mortgage, deed of trust or other security instrument now or hereafter affecting the Leased Premises or the Shopping Center; or (iii) all renewals, modifications, replacements, consolidations and extensions of or participations in those transactions evidenced by documents referred to in (i) and (ii) above, whether the same shall be in existence on the date hereof or created hereafter (any such lease, mortgage, deed of trust or other instrument being referred to as a "Mortgage" and the person or persons having the benefit of same being referred to as a "Mortgagee"). Tenant's acknowledgment and agreement of subordination provided for in this Section 14.1 is self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further assurances thereof as may be requested, from time to time, by Landlord.

The subordination of this Lease to any future Mortgage hereafter affecting the Leased Premises or all or any part of the Shopping Center is subject to the express condition that so long as the Lease is in effect and no default exists, nor any event has occurred, which has continued to exist for such period of time (after notice, if any, required by this Lease) as would entitle Landlord to terminate this Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant hereunder, this Lease shall not be terminated nor shall Tenant's use, possession or enjoyment of the Leased Premises be interfered with, nor shall the leasehold estate granted by this Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with such Mortgage, or in case the Mortgagee under such Mortgage takes possession of the buildings or improvements on the Shopping Center pursuant to any provisions of such Mortgage, unless Landlord would have had such right if such Mortgage had not been made, except that the person acquiring the interests of Landlord as a result of any such action or proceeding, his successors and assigns (herein called the "Purchaser") shall not be (a) liable for any act or omission of Landlord; or (b) subject to any offsets or defenses which Tenant might have against Landlord; or (c) bound by any rent or additional rent which Tenant might have paid to Landlord for more than the current month or more than five (5) days prior to the due date for the then current installment; or (d) liable for any deposits made by Tenant hereunder unless such deposits have been transferred to Purchaser; or (e) bound by any amendment or modification of the Lease made without such Mortgagee's prior written consent. At the request of the Mortgagee, Tenant shall execute and deliver any agreement in the form customarily utilized by such Mortgagee providing for the subordination and attornment by Tenant and containing such non-disturbance agreement by such Mortgagee. Such agreement may, among other things, require the Tenant to notify the Mortgagee of any default by Landlord and afford

such mortgagee a reasonable opportunity to cure such default prior to any termination of this Lease by Tenant.

SECTION 14.2. MORTGAGEE'S UNILATERAL SUBORDINATION.

If and as a Mortgagee shall so elect, this Lease and Tenant's rights hereunder shall be superior and prior in right to its Mortgage, with the same force and effect as if this Lease had been executed, delivered and recorded prior to the execution, delivery and recording of such Mortgage.

SECTION 14.3. ATTORNMEN.

If any person shall succeed to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest.

SECTION 14.4. QUIET ENJOYMENT.

Landlord covenants that it has full right, power and authority to make this Lease and that Tenant, on paying all of the Rent and performing all of Tenant's other obligations in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term without hindrance, ejection or molestation by any person lawfully claiming by, through or under Landlord, subject, however, to all Mortgages, encumbrances, easements and underlying leases to which this Lease may be or become subject and subordinate, from time to time.

SECTION 14.5. ESTOPPEL CERTIFICATE.

A. As often as may be requested by Landlord, Tenant shall promptly and without cost to Landlord duly execute and deliver to Landlord or to any other person designated by Landlord (i) a written instrument certifying: that this Lease is unmodified and in full force and effect (or if there has been a modification, that the same is in full force and effect as modified, and stating the modification); (ii) the dates, if any, to which the Rent, and other sums and payments due under this Lease have been paid; (iii) whether Landlord has breached the performance of any covenants, terms and conditions on Landlord's part to be performed under this Lease, and the nature of Landlord's breach, if any; and (iv) such other relevant information as Landlord or any Mortgagee may reasonably request. Landlord may prepare said document for Tenant's signature and send the same to Tenant for Tenant's signature and in the event that Tenant does not execute and return the same to Landlord within twenty (20) days, and does not cure such failure within ten (10) days after receipt of an additional notice from Landlord, Tenant shall be deemed to be in default hereunder, and in addition to all of Landlord's rights and remedies with respect to such default, Tenant shall be deemed to have certified all information contained therein.

Upon written request of Tenant, no more than one time per calendar year, Landlord shall promptly and without cost to Tenant certify by written instrument, which written instrument Landlord shall duly execute and deliver to Tenant or to any other person designated by Tenant; (i) that to the best of Landlord's knowledge this Lease is unmodified and in full force and effect (or if there has been a modification, that to the best of Landlord's knowledge the same is in full force and effect as modified, and stating the modification); (ii) the dates, if any, to the best of Landlord's knowledge, to which the Rent, and other sums and payments due under this Lease have been paid; and (iii) whether, to the best of Landlord's knowledge, Tenant has breached the performance of any covenants, terms, and conditions on Tenant's part to be performed under this Lease, and the nature of Tenant's breach, if any. Notwithstanding anything to the contrary contained herein, in the event that Landlord does not execute and return the such written instrument duly executed to Tenant within thirty (30) days, Landlord shall be deemed to have certified all information contained therein.

B. Upon request of Landlord, Tenant shall give prompt written notice to any Mortgagee of any default of Landlord under this Lease, and Tenant shall allow such Mortgagee a reasonable length of time (in any event, not less than the amount of time required by the Mortgage document) in which to cure or commence and diligently pursue the cure of any such default.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

SECTION 15.1. LANDLORD'S CONSENT REQUIRED.

A. Without first obtaining Landlord's prior written consent (which consent Landlord may withhold in its sole and absolute discretion), Tenant shall not sublet all or any portion of the Leased Premises, nor shall Tenant pledge, hypothecate or assign all or any of its interest in this Lease, whether for collateral purposes or otherwise. Any such subletting or assignment shall be referred to as a "Transfer," and the person to whom Tenant's interest is transferred shall be referred to as a "Transferee." For purposes of this Article XV, a Transfer shall include any change in the control of Tenant or any guarantor, if the same is a corporation (other than a corporation listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934) or a partnership. For purposes of this Article XV, "control" shall mean the possession (directly or indirectly) of the power to direct or cause the direction of management and policies of the Tenant (or the guarantor, as the case may be) whether by ownership of securities or otherwise, provided that the issuance of shares in a public offering registered under the Securities Exchange Act of 1933 shall not be deemed a change in control for purposes of this Article XV.

Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under this Lease or sublet the entire Leased Premises (but not a part thereof) to a wholly owned corporation or controlled subsidiary or parent of the Tenant or of the Tenant's parent (any of the foregoing shall be referred to herein as an "Affiliate") or to any successor to Tenant by purchase, merger, consolidation or reorganization or to another wholly owned or controlled subsidiary of Tenant's parent (hereinafter collectively referred to as "Corporate Transfer") without the consent of Landlord, provided (i) Tenant is not in default under this Lease; (ii) if such proposed Transferee or guarantor of Transferee is a successor to Tenant by purchase said proposed Transferee shall acquire all or substantially all of the stock or assets of Tenant provided that immediately prior to the Transfer, Tenant owns at least fifteen (15) stores operating under the same trade name as one of the Trade Names under which Tenant is permitted to operate; and further provided that immediately after the Transfer, the Transferee shall own at least fifteen stores operating under the same trade name as one of the Trade Names under which Tenant is permitted to operate or, if such proposed Transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving corporation shall own all or substantially all of the assets of Tenant; (iii) such proposed Transferee shall have a net worth which is equal to or greater than Tenant's net worth at the date of this Lease, provided that the foregoing net worth requirement shall not apply to Transfers to an Affiliate of the original Tenant hereunder provided the Guarantor acknowledges and agrees in writing that the Transfer does not release or relieve the Guarantor from any of its obligations under its guaranty of this Lease and that the Guarantor shall remain liable for such obligations notwithstanding the Transfer; and (iv) such proposed Transferee operates the business in the Leased Premises for the Permitted Use and no other purpose. Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of such Corporate Transfer. As used herein, the term "controlled subsidiary" shall mean a corporate entity wholly owned by Tenant or at least fifty-one percent (51%) of whose voting stock is owned by Tenant.

Notwithstanding anything to the contrary contained herein, a transfer of shares to members of the Permitted Family (hereinafter defined) shall be permitted without Landlord's consent even if the same results in a change in control, provided that Joseph Sitt and/or members of his immediate family retain control of the corporation after the Transfer (in terms of both stock ownership and the ability to direct management and day-to-day operations). For purposes of this Section 15.1, the term "Permitted Family" shall mean Joseph Sitt, members of his immediate family and his lineal descendants.

B. Any Transfer by Tenant consented to by Landlord (or permitted under this Article XV without Landlord's consent) shall be only for the Permitted Use and for no other purpose, and in no event shall any Transfer (including a Corporate Transfer or a Transfer to a member of the Permitted Family) release or relieve Tenant from any of its obligations under this Lease if Landlord consents to a Transfer (or if such Transfer is permitted under this Article XV without Landlord's consent), the permitted Transferee shall assume Tenant's obligations under this Lease and such Transferee, at least thirty (30) days prior to the effective date of the permitted Transfer, shall deliver to Landlord the proposed sublease, assignment and assumption agreement or other instrument evidencing the Transfer, which shall be subject to Landlord's approval, which shall not be unreasonably withheld. In the event of a Transfer (i) in the nature of an assignment, Tenant shall pay as additional rent to Landlord all monies and other consideration of every kind whatsoever paid or payable to Tenant for the Real Estate Elements (hereinafter defined) ("Transfer Consideration"). For purposes of this Section 15.1, the term "Real Estate Elements" shall mean Tenant's interest under this Lease and the Leasehold Improvements in the Leased Premises; provided, however, Tenant shall be entitled to exclude from the Transfer Consideration the Unamortized Improvement Cost calculated as set forth in Section 11.4 as of the effective date of the Transfer; and (ii) in the nature of a sublease, Tenant shall pay as additional rent to Landlord along with the monthly payments of Rent due under this Lease, the Transfer Consideration less the Rent (exclusive of Rent attributable to a default of Tenant hereunder) reserved under this Lease as reasonably determined by Landlord; provided, however, Tenant shall be entitled to exclude from the Transfer Consideration the Unamortized Improvement Cost calculated as set forth above. Notwithstanding anything to the contrary contained herein, Tenant shall be entitled to retain all consideration paid or payable to Tenant in connection with a Transfer for all Tenant's Property

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transferred to the Transferee and for good will (i.e., the value of Tenant's business as an ongoing concern), and any other intangible personal property associated with Tenant's business. Notwithstanding anything to the contrary contained herein, Tenant shall not be obligated to pay to Landlord Transfer Consideration for any Transfer which does not require Landlord's consent pursuant to this Section 15.1. If said Transfer requires the consent of Landlord pursuant to this Article XV, Tenant shall pay to Landlord upon demand as additional rent Landlord's reasonable attorneys' fees and administrative expenses incurred in connection with any Transfer. For purposes of this Section 15.1, any change in control resulting from a transfer of stock in Tenant by reason of bequest or inheritance shall not be deemed a "Transfer".

C. Any Transfer without Landlord's consent (except with respect to a Transfer permitted without Landlord's consent pursuant to this Lease) shall not be binding upon Landlord, and shall confer no rights upon any third person. Each such unpermitted Transfer shall, without notice or grace period of any kind, constitute a default by Tenant under this Lease. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article XV shall not be deemed to be either a consent by Landlord to any such Transfer or a waiver by Landlord of any remedy of Landlord under this Lease. Consent by Landlord to any one Transfer shall not constitute a waiver of the requirement for consent to any other Transfer. No reference in this Lease to assignees, Concessionaires, subtenants or licensees shall be deemed to be a consent by Landlord to the occupancy of the Leased Premises by any such assignee, Concessionaire, subtenant or licensee.

SECTION 15.2. RIGHT TO TERMINATE AND RECAPTURE.

With respect to any Transfer requiring Landlord's consent, in lieu of consenting to any proposed Transfer, Landlord shall have the right, but not the obligation, to terminate this Lease and recapture the Leased Premises upon thirty (30) days notice to Tenant unless, within five (5) business days after Landlord's notice to Tenant exercising its option to cancel and terminate this Lease, Tenant notifies Landlord in writing that Tenant is withdrawing its request for Landlord's consent to such Transfer, in which event such exercise by Landlord of such option to cancel shall be void and of no further force and effect.

ARTICLE XVI

DEFAULT AND REMEDIES

SECTION 16.1. DEFAULT.

A. Any one or more of the following events shall constitute a default by Tenant under this Lease: if, (i) Tenant fails to pay any Rent or installments thereof, or any other charge or sum whatsoever due hereunder within ten (10) days after receipt of Landlord's notice to Tenant that the same is past due on three (3) occasions per Lease Year and on the fourth (4th) and all subsequent occasions if Tenant fails to pay, when due any Rent or installments thereof, or any other charge or sum whatsoever due hereunder, without any Notice (the parties acknowledge that if Tenant rejects receipt of Notice, it shall be deemed received by Tenant); (ii) Tenant fails to observe or perform any of the terms, conditions or covenants of this Lease to be observed or performed by Tenant (other than those involving the payment of money and those set forth in the following clause [iii]) and, such breach shall not have been cured for a period of thirty (30) days after written notice thereof from Landlord to Tenant unless such failure, within Landlord's reasonable judgment, cannot be cured within said thirty (30) days, in which event Tenant shall not be in default if Tenant commences to cure such breach within the thirty (30) day period and diligently proceeds to complete the same; (iii) Tenant vacates or abandons the Leased Premises or Tenant shall not open for business in the Leased Premises in accordance with Article IX or shall fail to continuously operate its business in the Leased Premises as required by the terms of this Lease; (iv) INTENTIONALLY OMITTED; (v) INTENTIONALLY OMITTED; (vi) Tenant or any guarantor of this Lease shall file a petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, dissolution or similar relief under any applicable Law or if Tenant or any such guarantor shall seek or consent to the appointment of a trustee, receiver or liquidator of Tenant or such guarantor or the business of either, shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts when due; (vii) there shall be filed against Tenant or any guarantor of this Lease an involuntary petition in bankruptcy or any proceeding seeking to reorganize, dissolve or liquidate Tenant or such guarantor, or if a trustee or receiver shall be appointed for Tenant or such guarantor or over the business or substantially all of the property of either of them, and such petition, proceeding, trustee or receiver is not dismissed with prejudice within sixty (60) days; (viii) any execution or attachment shall be issued against Tenant or any of Tenant's Property, whereby all or any part of the Leased Premises or Tenant's interest under this Lease shall be taken or occupied, and such execution or attachment, shall not be set aside, vacated or discharged within sixty (60) days after the issuance of same; or (ix) INTENTIONALLY OMITTED. An event provided for in clauses (iii) through (ix), inclusive, shall be a default without notice or grace period of any kind.

B. Upon the occurrence of any event described in Section 16.1(A), Landlord shall have all the rights and remedies provided in Section 16.2 in addition to all other remedies available under this Lease or provided at law or in equity.

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SECTION 16.2. REMEDIES AND DAMAGES.

A. Upon the occurrence of any event described in Section 16.1(A), Landlord may elect to terminate this Lease or to terminate Tenant's right to possession without terminating this Lease and to enter upon the Leased Premises and expel Tenant or any persons or entities occupying the Leased Premises and so to repossess and enjoy the Leased Premises. If this Lease or Tenant's right to possession under this Lease shall at any time be terminated under the terms and conditions of this Section 16.2 or in any other way, Tenant hereby covenants and agrees to immediately surrender and deliver up the Leased Premises peaceably to Landlord.

B. If Landlord elects to terminate Tenant's right to possession under this Lease, but not to terminate this Lease, Landlord may, relet the Leased Premises (or any part thereof) for the account of Tenant at such rentals and upon such terms and conditions as Landlord shall deem appropriate, and to the extent Landlord receives the rents therefor, Landlord shall apply the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Leased Premises (including, without limitation, legal expenses and attorneys' fees) and for putting the same into good order and condition and preparing or altering the same for re-rental, and any other expenses, commissions and charges paid, assumed or incurred by or on behalf of Landlord in connection with the reletting of the Leased Premises, and then to the fulfillment of the covenants of Tenant under this Lease. Tenant shall pay to Landlord the Rent and all other sums payable up to the time of such termination of this Lease or Tenant's right to possession under this Lease, and thereafter, Tenant covenants to pay Landlord until the end of the Term of this Lease the equivalent of the amount of all the Rent and all other sums required to be paid by Tenant under this Lease less the net avails of such reletting, if any, during the same period, and the same shall be due and payable by Tenant to Landlord on the dates such Rent and other sums are due under this Lease. Any reletting by Landlord shall not be construed as an election on the part of Landlord to terminate this Lease unless a notice of such intention is given by Landlord to Tenant. Notwithstanding any reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease. In any event, Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of any failure by Landlord to relet the Leased Premises or any failure by Landlord to collect any sums due upon such reletting, provided that Landlord shall use reasonable efforts to mitigate the damages recoverable against Tenant in the event that Tenant defaults under this Lease and Tenant's right to possession of the Leased Premises is terminated under this Article XVI; provided, however, except to the extent required by applicable Law, Landlord shall have no obligation to relet the Leased Premises before Landlord leases other vacant space in the Shopping Center, or to relet the Leased Premises to any potential tenant who Landlord could reasonably reject as a Transferee pursuant to Article XV hereof.

C. If Landlord elects to terminate this Lease instead of terminating only Tenant's right to possession, Landlord shall have the right to recover against Tenant as damages for loss of the bargain, and not as a penalty, the excess (if any), as determined by Landlord, of (i) the then present value of the projected Rent and all other sums payable by Tenant hereunder (as determined by Landlord on the basis of reasonable estimates) that would have accrued for the balance of the Term of this Lease less (ii) the then present value of the fair market value of the Leased Premises for the balance of such term.

SECTION 16.3. ASSIGNMENT IN BANKRUPTCY.

In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any State bankruptcy or insolvency law and Landlord is prevented from or elects not to terminate this Lease under Section 16.2, the assignee shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of this Lease, which shall include, without limitation, assumption of all the terms, covenants and conditions of this Lease by the assignee and the making by the assignee of the following express covenants to Landlord: (i) that assignee has sufficient capital to pay the Rent and other charges due under this Lease for the entire Term; (ii) that assumption of this Lease by the assignee will not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement or operating agreement relating to the Shopping Center; and (iii) that such assignment and assumption will not disrupt or impair any existing tenant mix in the Shopping Center.

SECTION 16.4. LEGAL EXPENSES.

In the event that Landlord should retain counsel and/or institute any suit against Tenant for violation of or to enforce any of the covenants or conditions of this Lease, or should Tenant institute any suit against Landlord for violation of any of the covenants or conditions of this Lease, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party, to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith.

SECTION 16.5. REMEDIES CUMULATIVE.

No reference to any specific right or remedy in this Lease shall preclude Landlord from exercising any other right, from having any other remedy, or from maintaining any action to which it may otherwise be entitled under this Lease, at law or in equity.

SECTION 16.6. WAIVER.

A. Neither Landlord nor Tenant shall be deemed to have waived any breach of any term, covenant, or condition herein contained unless the same has been specifically waived by such party in writing. Any such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

B. Tenant hereby waives any and all rights of redemption and all rights to relief from forfeiture granted by or under any applicable Law. To the fullest extent permitted by law, Tenant waives the right to a trial by jury and the right to file any counterclaims or cross-claims other than compulsory counterclaims or cross-claims in actions for recovery of possession of the Leased Premises and in actions for breach of monetary obligations under this Lease only.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

SECTION 17.1. NOTICES.

A. Whenever any demand, request, approval, consent or notice ("Notice") shall or may be given to either of the parties by the other, each such Notice shall be in writing and shall be sent by registered or certified mail with return receipt requested, or sent by overnight courier service (such as Federal Express) at the respective addresses of the parties as set forth in Section 1.1(K). Any Notice under this Lease delivered by registered or certified mail shall be deemed to have been given and effective on the earlier of a) the third day following the day on which the same shall have been mailed with sufficient postage prepaid or b) the delivery date indicated on the return receipt; Notice sent by overnight courier service shall be deemed given, and effective upon the day after such notice is delivered to or picked up by the overnight courier service. Either party may, at any time, change its Notice Address by giving the other party Notice in accordance with the above, stating the change and setting forth the new address.

B. If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Leased Premises, no Notice thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed in this Section 17.1 and to such address as such Mortgagee shall designate.

C. Any notice from Landlord may be given by Landlord, Landlord's Managing Agent for the Shopping Center or Landlord's attorneys. Any notice from Tenant may be given by Tenant or Tenant's attorneys.

SECTION 17.2. SHORT FORM LEASE.

This Lease shall not be recorded without the express written consent of Landlord. A "short form lease" may be recorded only if Landlord requests or consents in writing to such recording. Recording, filing and like charges shall be paid by the requesting party.

SECTION 17.3. INTEREST AND ADMINISTRATIVE COSTS.

If (i) Tenant fails to make any payment under this Lease when due, (ii) Landlord performs or causes the performance of any obligation of Tenant under this Lease, or (iii) Landlord incurs any costs or expenses as a result of Tenant's default under this Lease, then Tenant shall pay, upon demand, the amount due under (i), or the amount of such costs and expenses incurred under (ii) or (iii) above, plus Interest (as defined in Section 1.2[G] above) from the date such payment was due or from the date Landlord incurs such costs or expenses plus Landlord's administrative costs in connection therewith, which administrative costs shall not exceed ten percent (10%) of the amount due under (i) or the amount of the costs and expenses incurred under (ii) or (iii), as the case may be.

SECTION 17.4. SUCCESSORS AND ASSIGNS.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, and Tenant and their respective permitted successors and assigns. Upon any sale or other transfer by Landlord of its interest in the Leased Premises, Landlord shall be relieved of any obligations under this Lease occurring subsequent to such sale or other transfer. Notwithstanding the foregoing, if Tenant is a single individual and dies or becomes incapacitated, Landlord reserves the right to terminate this Lease upon thirty (30) days advance Notice to Tenant or Tenant's legal representative.

SECTION 17.5. LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD.

It is specifically understood and agreed that none of the Landlord Related Parties shall be personally liable for 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 this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies. The limitations on Tenant's right of recovery against the Landlord Related Parties set forth in this Section 17.5 shall survive the expiration of the Term of this Lease (whether by lapse of time or otherwise).

SECTION 17.6. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Lease shall be deemed to be construed as creating the relationship of principal and agent or of partnership or joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

SECTION 17.7. SECURITY DEPOSIT.

INTENTIONALLY OMITTED

SECTION 17.8. INTERPRETATION.

Whenever used herein, the singular shall include the plural and the plural shall include the singular, as necessary, and the use of any gender shall include either gender, as necessary. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State in which the Shopping Center is located.

SECTION 17.9. NO MODIFICATION.

This Lease is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. Acceptance of a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, agreements, warranties or promises with respect to the Leased Premises or the building or Shopping Center of which they are a part or with respect to past, present or future tenancies, rents, expenses, operations or any other matter have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a written instrument signed by Landlord and Tenant.

SECTION 17.10. SEVERABILITY.

If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 17.11. TENANT LIABILITY.

If two (2) or more individuals, corporations, partnerships or other persons (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other persons to pay the Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals,

corporations, partnerships or other persons shall be deemed to have been given or made by, with or to all of them.

SECTION 17.12. BROKER'S COMMISSION.

Each of the parties represents and warrants to the other that except as expressly set forth in this Section 17.12, such party has not dealt with any broker in connection with this Lease and that such party has no knowledge of any claims for brokerage commissions or finders' fees in connection with this Lease. Each party agrees to indemnify and defend the other against, and hold it harmless from, all liability arising from any claim for brokerage commissions or finders' fees of any kind (including, without limitation, attorneys' fees incurred in connection therewith) in connection with this Lease, any amendment hereto or any Transfer, which claim arises (directly or indirectly) out of an agreement, contract, course of dealings or relationship between such a party and the claiming party.

SECTION 17.13. OTHER TENANTS.

Landlord reserves the absolute right to effect other tenancies in the Shopping Center as Landlord shall determine in the exercise of its sole business judgment. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant, Department, Variety or Specialty Store or occupant, or the number of tenants, Department, Variety or Specialty Stores or occupants, shall occupy any space in the Shopping Center during the Term. A vacation of premises or cessation of operations by any other tenant(s) in the Shopping Center shall not in any way release Tenant from its obligations under this Lease, except as otherwise set forth herein.

SECTION 17.14. RULE AGAINST PERPETUITIES.

If the Term of this Lease shall not have commenced within five (5) years from the date of this Lease, then this Lease shall thereupon become null and void and have no further force and effect.

SECTION 17.15. IRREVOCABLE OFFER, NO OPTION.

In consideration of Landlord's administrative expense in considering this Lease, Tenant's submission to Landlord of this Lease, duly executed by Tenant, shall constitute Tenant's irrevocable offer to continue for ten (10) days from and after receipt by Landlord or until Landlord shall deliver to Tenant written notice of rejection of Tenant's offer, whichever shall first occur. If within said ten (10) day period Landlord shall neither return this Lease duly executed by Landlord nor so advise Tenant of Landlord's rejection of Tenant's offer, then Tenant shall be free to revoke its offer. Although Tenant's execution of this Lease shall be deemed an offer irrevocable by Tenant, the submission of this Lease by Landlord to Tenant for examination shall not constitute a reservation of or option for the Leased Premises. This Lease shall become effective only upon execution thereof by both parties and delivery thereof to Tenant.

SECTION 17.16. INABILITY TO PERFORM.

If Landlord or Tenant is delayed or prevented from performing any of its obligations under this Lease, except for Tenant's obligation for payment of money, by reason of strike or labor troubles or any cause whatsoever beyond its control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by either party. For purposes of this Section 17.16, a cause or event shall not be deemed to be beyond a party's control, if it is within the control of such party's agents, employees or contractors.

SECTION 17.17. SURVIVAL.

Notwithstanding anything to the contrary contained in this Lease, the expiration of the Term of the Lease, whether by lapse of time or otherwise, shall not relieve either party from their respective obligations accruing during or attributable to any portion of the Term, subject to the provisions of Section 17.5.

SECTION 17.18. LANDLORD'S SELF-HELP.

In addition to Landlord's rights of self-help set forth elsewhere in this Lease or as provided by law or in equity, if Tenant at any time fails to perform any of its obligations under this Lease in a manner satisfactory to Landlord, Landlord shall have the right but not the obligation, after ten (10) days prior notice to Tenant and Tenant's failure to cure the same (except in the case of any dangerous condition or emergency, in which case no notice shall be required), to perform or cause to be performed such obligations on behalf and at the

expense of Tenant. In such event, Landlord's costs and expenses incurred with respect thereto shall, upon demand, be paid for by Tenant as additional rent. The performance by Landlord of any such obligation shall not constitute a release or waiver of any of Tenant's obligations under this Lease.

SECTION 17.19. DUE AUTHORIZATION.

If Tenant is a corporation or a partnership, the person(s) executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly formed corporation or a duly created partnership (as the case may be) in good standing; such persons are duly authorized by such corporation or partnership to execute and deliver this Lease on behalf of such corporation or partnership; and this Lease constitutes a valid and binding agreement of Tenant in accordance with the terms hereof.

SECTION 17.20. CONFIDENTIALITY.

It is agreed and understood that Tenant may acknowledge the existence of this Lease by and between Landlord and Tenant, and that Tenant may not disclose any of the economic terms and provisions contained in this Lease to any tenant or other occupant in the Shopping Center or to any agent, employee, subtenant or assignee of such tenant or occupant. Tenant acknowledges that any breach by Tenant of the agreements set forth in this Section 17.20 shall cause Landlord irreparable harm. The terms and provisions of this Section 17.20 shall survive the termination of this Lease (whether by lapse of time or otherwise). Nothing contained in this Section 17.20 shall prohibit Tenant from disclosing the terms and provisions of this Lease to an assignee or sublessee approved by Landlord pursuant to Section 15.1 or as required by taxing authorities or as required by Law, nor shall anything contained in this Section 17.20 prohibit Tenant from disclosing the terms and provisions of this Lease as required to conduct Tenant's business or to an existing or bona fide prospective mortgagee or bona fide prospective purchaser of Tenant's business.

SECTION 17.21. ASBESTOS ABATEMENT AND REMEDIATION OF HAZARDOUS MATERIALS.

In the event Landlord desires or is required by any applicable Law to remove, encapsulate, enclose, remediate or otherwise abate asbestos-containing materials located within the Leased Premises ("abatement work") or remediate any Hazardous Materials (as hereinafter defined) located within the Leased Premises ("remediation work"), then Landlord agrees to perform or cause the performance of such work at Landlord's sole cost. If Tenant is required to cease its operation at the Leased Premises or interrupt or delay its construction or opening at the Leased Premises in order for such abatement work or remediation work to be performed, then Tenant's Minimum Rent and all other Rent (excluding Percentage Rent and any past due Rent or charges due as a result of any default of Tenant under this Lease) shall abate for the period of time beginning on the commencement of the abatement work or remediation work and ending upon the completion of the abatement work or remediation work, as the case may be. Notwithstanding anything to the contrary herein, in the event the abatement work or remediation work is required before, during or after the Term as a result of: (i) anything done by Tenant, its agents, employees or contractors, including but not limited to the use, manufacture, storage, handling, transporting, disposal of, spilling, leaking, dumping, releasing or installation of any asbestos or asbestos-containing materials or any Hazardous Materials, anywhere within the Leased Premises or the Shopping Center; or (ii) any activities of Tenant, its agents, employees or contractors in, on or about the Leased Premises, then the abatement work or remediation work shall be performed by or at the direction of Landlord at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for the cost of such abatement work or remediation work, as the case may be, within five (5) days after written demand by Landlord from time to time during the performance of such work and Tenant shall not be entitled to any abatement of Minimum Rent or any other Rent as a result of the abatement work or remediation work. Landlord shall use reasonable efforts to not perform such asbestos abatement work or remediation work during the months of August, September, October, November, December, March or April of any year and Landlord shall notify Tenant at least thirty (30) days prior to commencement of the abatement work or remediation work, unless the governmental authority requiring the abatement work or remediation work requires such work to be performed in August, September, October, November, December, March or April or sooner than thirty (30) days from the time Landlord is required by such governmental body to perform such work.

Unless agreed in writing by any Mortgagee, the obligations of Landlord set forth in this Section 17.21 shall not be binding upon any person acquiring the interest of Landlord as a result of any foreclosure or any other action or proceeding instituted under or in connection with the mortgage held by such Mortgagee. The Rent abatement provided in the preceding paragraph shall constitute Landlord's sole obligations with respect to asbestos or asbestos-containing material or Hazardous Materials at the Shopping Center and Tenant's sole and exclusive remedy therefor and, except for any claims resulting from the negligence of any of the Landlord Related Parties, Tenant hereby waives any and all claims Tenant may now or hereafter have based upon any inconvenience, interruption of Tenant's business or any other loss, cost, damage, claim or expense which may be suffered or incurred as a result of the presence of asbestos or asbestos-containing materials or Hazardous Materials within the Leased Premises or the removal, abatement, or remediation of the same.

At all times during the Term of this Lease and except for the abatement work or remediation work described above, Tenant shall comply with and conform its activities to (i) all applicable Laws respecting the handling of asbestos-containing materials and Hazardous Materials or performing of routine maintenance activities in the vicinity of asbestos-containing materials and other Hazardous Materials and (ii) any asbestos and other Hazardous Materials operation and maintenance program initiated by Landlord. Tenant's obligations under this Section 17.21 shall survive the expiration of the Term of this Lease whether by lapse of time or otherwise.

Hazardous Materials" as used in this Section 17.21 means hazardous waste, radioactive materials, chemicals known to cause cancer or reproductive toxicity, medical waste, toxic substance or related material including, without limitation, any substance defined or treated as a "hazardous substance" or "toxic substance" (or comparable term) or defined as hazardous, toxic or environmentally unsafe under any federal, state or local governmental law, rule, regulation or ordinance including, without limitation, the Comprehensive Environmental Response, Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) ("RCRA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq., as amended; Federal Water Pollution Control Act as amended by The Clean Water Act of 1977 PL 92-500, et seq., as amended, and the regulations adopted and publications promulgated pursuant to said laws or ordinances, rules or regulations, or any other applicable federal or state statute or county or municipal law or ordinance, in each case, as amended and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

SECTION 17.22. TERMINATION OF PRIOR LEASE.

A. Tenant is currently occupying the Ashley Stewart Space under that certain lease by and between Landlord and Ashley Ford City, Ltd., a Delaware corporation, d/b/a Ashley Stewart Woman Sizes 14 to 26, predecessor-in-interest to Tenant, with a guaranty by Ashley Stewart, Ltd., a Delaware corporation dated September 2, 1994, as amended by that certain Letter Agreement dated July 17, 1995 and that certain First Amendment to Lease dated January 6, 1998 (the "Prior Lease"). Effective as of January 6, 2000 (the "Prior Lease Termination Date"), the Prior Lease is terminated and Landlord shall be released from its obligations arising from or connected with such Prior Lease. Effective as of the Prior Lease Termination Date, Tenant shall be released from its obligations arising from or connected with the provisions of such Prior Lease provided that Tenant has satisfied, performed and fulfilled all covenants and obligations under the Prior Lease applicable to the period prior to and including the Prior Lease Termination Date.

B. Tenant represents and warrants that it is the rightful owner of all Tenant's interest in the Prior Lease, that Tenant has not made any disposition, assignment, sublease or conveyance of the Prior Lease or Tenant's interest therein, that Tenant has no knowledge of any fact or circumstance which would give rise to any claim, demand, action or cause of action arising out of or in connection with Tenant's occupancy of the Ashley Stewart Space under the Prior Lease, and that no other person or entity has an interest in the Prior Lease, collateral or otherwise. The representation and warranty set forth in this Section 17.22 shall be deemed to be remade in full by Tenant as of the Prior Lease Termination Date.

C. Notwithstanding anything contained in this Section to the contrary, Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including without limitation attorneys' fees) which may be imposed upon, incurred by, or asserted against Landlord and arising, directly or indirectly, out of or in connection with the use, nonuse, possession, occupancy, condition, operation, maintenance or management of the Ashley Stewart Space or any part thereof prior to and including the Prior Lease Termination Date, any act or omission of any of the Tenant Related Parties, any injury or damage to any person or property occurring in, on or about the Ashley Stewart Space or any part thereof prior to and including the Prior Lease Termination Date, or any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in the Prior Lease to be observed or performed by Tenant.

D. Notwithstanding anything contained to the contrary herein, (i) Tenant shall operate under the terms of this Lease in the Ashley Stewart Space and (ii) the obligations of Tenant under the Prior Lease to pay all Continuing Rent (hereinafter defined) shall survive the termination of the Prior Lease and notwithstanding that the Prior Lease has been terminated and Tenant has no further rights under the Prior Lease, and shall be paid at the times, in the manner and otherwise in accordance with the terms of the Prior Lease as if the same had not been terminated pursuant hereto, until the earlier of (i) the latest to occur of (a) the date which is 45 days from and after the Possession Date, (b) the date which is 45 days prior to the Commencement Date and (c) the date Tenant closes for business in the Ashley Stewart Space in order to perform the Initial Tenant Improvements, and (ii) the day immediately preceding the Commencement Date. For purposes of this Section 17.22 only, the term "Continuing Rent" shall mean Minimum Rent, Percentage Rent, Tax Rent, Tenant's Proportionate Share of Landlord's Operating Costs, Marketing Fund dues, Tenant's Advertising and Promotional Fund Contribution, and any and all payments and charges which Tenant would have been required to pay under the Prior Lease if the Prior Lease was still in full

force and effect for the period commencing on the Possession Date and continuing through and including the day immediately preceding the Commencement Date.

SECTION 17.23. OPTION TO TERMINATE.

If Tenant's Gross Sales per Lease Year are less than Five Million Three Hundred Twenty-Eight Thousand Dollars (\$5,328,000.00) (the "Threshold Level") in all of the first four (4) Lease Years, Tenant, at its sole discretion may terminate this Lease by giving written notice to Landlord (the "Termination Notice"). This Lease shall terminate one hundred twenty (120) days from the date the Termination Notice is received by Landlord (the "Early Termination Date"). If this option to terminate is exercised by Tenant, the Termination Notice must be given by Tenant to Landlord within thirty (30) days after the end of the fourth (4th) Lease Year. Notwithstanding the foregoing, if Tenant reports Gross Sales below the Threshold Level in all of the first four (4) Lease Years and Tenant has exercised its termination right pursuant to this Section 17.23, and Landlord subsequently discovers any of said statements of Gross Sales were in error and Gross Sales for any of the first four (4) Lease Years were actually equal to or in excess of the Threshold Level: (a) if such discovery is made prior to the date that Tenant vacates the Leased Premises, then Landlord shall have the right (but not the obligation) to declare Tenant's Termination Notice or Landlord's Termination Notice, as applicable, null and void and this Lease shall continue in full force and effect unaffected by such notice, or (b) if such discovery is made after the date that Tenant has vacated the Leased Premises, then Landlord shall have the right (but not the obligation) to declare Tenant in default under the terms and conditions of this Lease. If Tenant's Gross Sales for any of the first four (4) Lease Years are equal to or in excess of the Threshold Level, Tenant's options to terminate pursuant to this Section 17.23 shall be null and void and of no further force and effect.

Notwithstanding anything to the contrary contained herein, for the purposes only of determining whether Tenant is entitled to exercise its right to terminate pursuant to this Section 17.23, in the event Tenant is not open for business in the Leased Premises on any day during the first, second, third or fourth Lease Year on which Tenant is required to be open under this Lease (or would be required to be open, but for a Casualty or condemnation or other event giving Tenant the right to close for business on a day Tenant would otherwise be required to be open for business), in addition to all of the other rights and remedies of Landlord available under this Lease or provided at law or in equity, for purposes of calculating Gross Sales for the Lease Year in which such closure occurs, Tenant will be deemed to have generated on such day Gross Sales in an amount equal to the actual Gross Sales for the applicable Lease Year divided by the number of days during such Lease Year that Tenant was open to the public for business.

If Tenant effectively exercises its right to terminate this Lease in accordance with this Section 17.23, effective as of the Early Termination Date Tenant shall remise, release, quitclaim and surrender the Leased Premises to the Landlord and forever release and discharge Landlord and its successors and assigns from any and all claims, demands or causes of action whatsoever against Landlord or its successors or assigns arising out of or in connection with the Lease. Effective as of the Early Termination Date, Tenant shall be released from any further obligations provided that Tenant has satisfied, performed and fulfilled all covenants and obligations under the Lease applicable to the period prior to and including the Early Termination Date and subject to the following indemnity provision:

Notwithstanding anything contained herein to the contrary, Tenant shall remain liable for all obligations to be performed by Tenant under the Lease up to and including the Early Termination Date, and Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including without limitation attorneys' fees) which may be imposed upon, incurred by, or asserted against Landlord and arising, directly or indirectly, out of or in connection with the use, nonuse, possession, occupancy, condition, operation, maintenance or management of the Leased Premises or any part thereof prior to and including the Early Termination Date, any act or omission of Tenant or any of its assignees, concessionaires, agents, contractors, employees or invitees, any injury or damage to any person or property occurring in, on or about the Leased Premises or any part thereof prior to and including the Early Termination Date, or any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in the Lease to be observed or performed by Tenant.

SECTION 17.24. COMPETITION.

A. To the extent Landlord is not prohibited by any existing or future Law, and provided Tenant is not in default under this Lease, as of the date hereof, Landlord covenants not to enter into a lease or other agreement granting possession of Satellite Store Space at the Enclosed Mall (collectively, an "Occupancy Agreement") with a Competitor (as hereinafter defined) for a term scheduled to commence during the Term of this Lease. For purposes of this Section 17.24, a "Competitor" shall mean any Satellite Store Space tenant in the Enclosed Mall whose primary use is the retail sale of plus size women's apparel (the "Subject Primary Use").

Notwithstanding anything to the contrary contained herein, the provisions of this Section 17.24 shall be inapplicable to (a) any Department, Variety or Specialty Store, (b) any tenant who has been

permitted to assume an Occupancy Agreement or otherwise operate its business in the Enclosed Mall based upon or as a result of a bankruptcy, insolvency or similar action, (c) an aggregate amount equal to 26,053 square feet of Satellite Store Space in the Enclosed Mall provided such occupants' permitted use is the Subject Primary Use or (d) any tenant who has been permitted to operate as a result of an action or order by a court of competent jurisdiction.

B. If, at any time or from time to time on or after the date hereof, Landlord enters into an Occupancy Agreement for space at the Enclosed Mall with a Competitor for a term that commences during the Term of this Lease, and Tenant is not in default under this Lease, then, as Tenant's sole remedy, in lieu of the Minimum Rent and Percentage Rent provided in Sections 1.1(E) and 1.1(F), respectively, of this Lease, commencing on the date of the opening for business of such Competitor, Tenant shall pay to Landlord substitute rent ("Substitute Rent") equal to five percent (5%) of Gross Sales in accordance with the provisions of Section 17.24(C) below until such time as (i) the Competitor closes its store; (ii) the Competitor's Occupancy Agreement terminates; (iii) the Competitor's primary use is no longer the Subject Primary Use; or (iv) Tenant's primary use is no longer the Subject Primary Use (provided that Tenant shall have no right to change its Permitted Use without the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion), at which time the Substitute Rent Period (as hereinafter defined) shall end and Tenant shall again pay to Landlord Minimum Rent and Percentage Rent as provided in Sections 1.1(E) and 1.1(F), respectively, of this Lease.

C. Substitute Rent shall be paid to Landlord commencing on the twentieth (20th) day of the month immediately following the month in which the Substitute Rent Period began, and on the twentieth (20th) day of each month thereafter until the end of such Substitute Rent Period, provided that Substitute Rent for the last month of such Substitute Rent Period shall be payable on the twentieth (20th) day of the month immediately following the month in which such Substitute Rent Period ended. During any Substitute Rent Period, Tenant shall (i) remain obligated to provide statements of Gross Sales as provided in Section 5.6 of this Lease, but substituting the words "Substitute Rent" whenever the words "Percentage Rent" appear in said Sections 5.5 and 5.6 of this Lease and (ii) continue to pay any and all Rent, other than Minimum and Percentage Rent, as required under this Lease, and any adjustments thereto. Increases in Rent which are scheduled to occur pursuant to this Lease during the Substitute Rent Period shall not be reduced or delayed thereby. Notwithstanding anything to the contrary contained herein, for the sole purpose of calculating Percentage Rent due for the Lease Year[s] and/or Partial Lease Year[s] in which the Substitute Rent Period begins and ends; if such period does not begin on the first day of the Lease Year (or Partial Lease Year) and/or end on the last day of the Lease Year (or Partial Lease Year), any portion of such Lease Year or Partial Lease Year (as the case may be) that is not contained within the Substitute Rent Period shall be treated as a Partial Lease Year and the applicable Breakpoint shall be prorated for a Partial Lease Year as provided in Section 1.1(F). Any time during the Term when Tenant is entitled to pay Substitute Rent to Landlord is hereinafter referred to a "Substitute Rent Period."

D. Tenant shall indemnify, defend and hold Landlord harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including without limitation, reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against Landlord arising, directly or indirectly, out of or in connection with the terms of this Section 17.24. In case any action or proceeding is brought against Landlord by reason of the foregoing, Tenant shall, at Tenant's sole cost and expense, resist or defend such action or proceeding with counsel approved by Landlord.

SECTION 17.25. CO-TENANCY.

Provided Tenant is not in default under this Lease, if, at any time during the Term (excluding time closed for repairs, alterations, renovations, inventory or unavoidable delays [any such period of time is called an "Excluded Period"]), either (a) less than three (3) Department, Variety or Specialty Store(s) are open and operating for an uninterrupted period of six (6) consecutive months or more (excluding any Excluded Periods) (the "DVS Condition") or (b) less than seventy-five percent (75%) of the Satellite Store Space tenants are open and operating for an uninterrupted period of six (6) consecutive months or more (excluding any Excluded Periods) (the "SSS Condition") (any period [excluding any Excluded Periods] during which the DVS Condition and/or the SSS Condition exists shall be called a "Cotenancy Period"), then commencing on the day immediately following the last day of the Cotenancy Period, in lieu of the Minimum Rent and Percentage Rent provided in Article V of this Lease, Tenant shall pay to Landlord substitute rent ("Substitute Rent") equal to five percent (5%) of Gross Sales until such time as the Cotenancy Period ends, at which time Tenant shall again pay to Landlord Minimum Rent and Percentage Rent as provided in Article V of this Lease. Any time during the Term when Tenant is entitled to pay Substitute Rent to Landlord is hereinafter referred to a "Substitute Rent Period."

Substitute Rent shall be paid to Landlord commencing on the twentieth (20th) day of the month immediately following the month in which the Substitute Rent Period began, and on the twentieth (20th) day of each month thereafter until the end of such Substitute Rent Period, provided that Substitute Rent for the last month of such Substitute Rent Period shall be payable on the twentieth (20th) day of the month immediately following the month in which such Substitute Rent Period ended. During any Substitute Rent Period, Tenant shall remain obligated to provide statements of Gross Sales as provided in Section 5.5 of this

Lease and bound by the provisions of Section 5.6 of this Lease, but substituting the words "Substitute Rent" whenever the words "Percentage Rent" appears in said Sections 5.5 and 5.6.

In the event that a DVS Condition occurs and thereafter continues uninterrupted for an additional period of twelve (12) consecutive months (excluding any Excluded Periods) or a SSS Condition occurs and thereafter continues for an additional period of twelve (12) consecutive months (excluding any Excluded Period), either Landlord or Tenant, at their sole discretion, may terminate this Lease by giving written notice to the other (the "Cotenancy Termination Notice") within ninety (90) days after the end of such twelve (12) month period. In the event either Landlord or Tenant gives such Cotenancy Termination Notice to the other within such ninety (90) day period, this Lease shall terminate on the one hundred-eightieth (180th) day after such Cotenancy Termination Notice is received by such party with the same force and effect as if this Lease by its terms expired on such date; provided, however, that if the Substitute Rent Period ends within the first ninety (90) days of such one hundred eighty (180) day period, such Cotenancy Termination Notice shall be of no force and effect and this Lease shall continue unaffected by such notice. Landlord's and Tenant's right to terminate this Lease as provided in this paragraph shall be automatically and irrevocably waived unless such Cotenancy Termination Notice is given by Landlord or Tenant to the other within such ninety (90) day period. If neither Landlord or Tenant delivers such Cotenancy Termination Notice within such ninety (90) day period in accordance with the provisions of this paragraph, then as of the day immediately following the last day of such ninety (90) day period, the Substitute Rent Period shall end and Tenant shall again pay to Landlord Minimum Rent and Percentage Rent as provided in Article V of this Lease. Notwithstanding the foregoing, if Landlord delivers such Cotenancy Termination Notice to Tenant within such ninety (90) day period in accordance with the provisions of this paragraph, Tenant may, by delivering written notice to Landlord (the "Termination Nullification Notice"), nullify Landlord's termination of this Lease, provided that such Termination Nullification Notice shall only be effective if (a) it is delivered to Landlord within twenty (20) days after Tenant receives Landlord's Cotenancy Termination Notice, (b) as of the first day of the first month (the "Payment Month") immediately following the date such Termination Nullification Notice is received by Landlord, the Substitute Rent Period shall end and Tenant shall again pay to Landlord Minimum Rent and Percentage Rent as provided in Article V of this Lease, and (c) such Termination Nullification Notice is accompanied by a payment by Tenant to Landlord of the Minimum Rent due and owing for the Payment Month. In the event that Tenant delivers to Landlord an effective Termination Nullification Notice, this Lease shall continue in full force and effect unaffected by any Cotenancy Termination Notice delivered in accordance with this Section 17.25.

Notwithstanding anything to the contrary contained herein, for the sole purpose of calculating Percentage Rent due for the Lease Year[s] and/or Partial Lease Year[s] in which the Substitute Rent Period begins and ends; if such period does not begin on the first day of the Lease Year (or Partial Lease Year) and/or end on the last day of the Lease Year (or Partial Lease Year), such Lease Year or Partial Lease Year (as the case may be) shall be treated as a Partial Lease Year and the applicable Breakpoint shall be prorated for a Partial Lease Year as provided in Section 1.1(F).

GUARANTY (the "Guaranty") OF LEASE DATED _____
BETWEEN EQUITY PROPERTIES AND DEVELOPMENT, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY, AS AGENT FOR LANDLORD,
AND
STEWART RIVER OAKS, INC., A NEW YORK CORPORATION,
D/B/A ASHLEY STEWART WOMAN SIZES 14-28/100% GIRLS/KIDSPOT, AS TENANT

FOR VALUE RECEIVED and in consideration for and as an inducement to EQUITY PROPERTIES AND DEVELOPMENT, L.L.C., a Delaware limited liability company, as agent for landlord ("Landlord"), to lease certain real property to STEWART RIVER OAKS, INC., a New York corporation, as tenant ("Tenant"), pursuant to a lease of even date (the "Lease"), the undersigned does hereby unconditionally and irrevocably guarantee to Landlord the punctual payment of all rent, including without limitation, all Minimum Rent, Percentage Rent, and additional rent (as such terms are defined in the Lease) and all other sums payable by the Tenant under the Lease and the due performance of all the other terms, covenants and conditions contained in the Lease to be paid or performed by Tenant thereunder throughout the term of the Lease and any and all renewals and extensions thereof in accordance with and subject to the provisions of the Lease, and if any event of default on the part of Tenant shall occur under the Lease, the undersigned does hereby covenant and agree to pay to Landlord in each and every instance such sum or sums of money as Tenant is and shall become liable for or obligated to pay under the Lease and fully to satisfy and perform all other terms, covenants and conditions of the Lease to be performed by Tenant thereunder, together with the costs reasonably incurred in connection with collection under this Guaranty, including, without limitation, reasonable attorneys' fees, such payments of rent and other sums to be made monthly or at such other intervals as the same shall or may become payable under the Lease, including any accelerations thereof, and such performance of said other terms, covenants and conditions to be made when due under the Lease, all without requiring any notice from Landlord (other than any notice required by the Lease) of such non-payment, non-performance or non-observance or proof of notice or demand, all of which the undersigned hereby expressly waives.

The maintenance of any action or proceeding by Landlord to recover any sum or sums that may be or become due under the Lease or to secure the performance of any of the other terms, covenants and conditions of the Lease shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for any subsequent default or defaults of Tenant under the Lease. The undersigned does hereby consent that without affecting the liability of the undersigned under this Guaranty and without notice to the undersigned, time may be given by Landlord to Tenant for payment of rent and such other sums and performance of said other terms, covenants and conditions, or any of them, and such time extended and indulgency granted, from time to time, or Tenant may be dispossessed or Landlord may avail itself of or exercise any or all of the rights and remedies against Tenant provided by law or in equity or by the Lease, and may proceed either against Tenant alone or jointly against Tenant and/or any other guarantors of the Lease or of any obligations thereunder ("Additional Guarantor[s]") and the undersigned or against the undersigned alone without first prosecuting or exhausting any remedy or claim against Tenant and/or any Additional Guarantor(s). Except as expressly set forth below, the undersigned does hereby further consent to any subsequent change, modification or amendment of the Lease in any of its terms, covenants or conditions, or in the rent payable thereunder, or in the premises demised thereby, or in the term thereof, and to any assignment or assignments of the Lease, and to any subletting or sublettings of the premises demised by the Lease, and to any renewals or extensions thereof, all of which may be made without notice to or consent of the undersigned and without in any manner releasing or relieving the undersigned from liability under this Guaranty. Notwithstanding anything to the contrary contained herein, if the undersigned's written consent is not obtained to an amendment to the Lease which materially increases the obligations guaranteed hereby, this Guaranty shall not apply to the increase in such obligations, provided that this Guaranty shall continue to apply to such obligations as the same existed (including any prior increases in such obligations consented to by the undersigned in writing) prior to such increase.

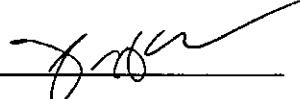
The undersigned do[es] hereby agree that the bankruptcy of Tenant shall have no effect on the obligations of the undersigned hereunder. The undersigned do[es] hereby further agree that in respect of any payments made by the undersigned hereunder, the undersigned shall not have any rights based on suretyship, subrogation or otherwise to stand in the place of Landlord so as to compete with Landlord as a creditor of Tenant. Guarantor hereby waives, releases and forever discharges any and all rights of subrogation (whether contractual, statutory or arising under common law), to claims of Landlord against Tenant, as well as any and all rights of contribution, reimbursement, indemnification, and similar rights and "claims" (as that term is defined in the United States Bankruptcy Code) against Tenant which arise under or in connection with the Guaranty.

Neither this Guaranty nor any of the provisions hereof can be modified, waived or terminated, except by a written instrument signed by Landlord. The provisions of this Guaranty shall apply to, bind and inure to the benefit of the undersigned and Landlord and their respective heirs, legal representatives, successors and assigns. The undersigned, if there be more than one, shall be jointly and severally liable hereunder, and for purposes of such several liability the word "undersigned" wherever used herein shall be construed to refer to each of the undersigned parties separately, all in the same manner and with the same effect as if each of

each of the undersigned parties separately, all in the same manner and with the same effect as if each of them had signed separate instruments, and this Guaranty shall not be revoked or impaired as to any of such parties by the death or another party or by revocation or release of any obligations hereunder of any other party. If at any time (or from time to time) there shall be Additional Guarantors(s), the undersigned and such Additional Guarantor(s) shall be jointly and severally liable for Tenant's obligations under the Lease. This Guaranty shall be governed by and construed in accordance with the internal laws of the state where the premises demised by the Lease are located. For the purpose solely of litigating any dispute under this Guaranty, the undersigned submits to the jurisdiction of the courts of said state.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date of the Lease.

ATTEST/WITNESS:



URBAN BRANDS, INC.,

By: 

Name: Joseph J. Sitt

Title: President

STATE OF _____)
COUNTY OF _____) SS

BE IT REMEMBERED, that on the _____ day of _____, 2000 before me, a Notary Public in and for said County personally appeared Urban Brands, Inc., a Delaware corporation, by _____, its _____ President, the GUARANTOR in the foregoing Guaranty of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his/her free and voluntary act and deed as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public

My Commission Expires:

THIS EXHIBIT IS DIAGRAM
ARE APPROXIMATE AND

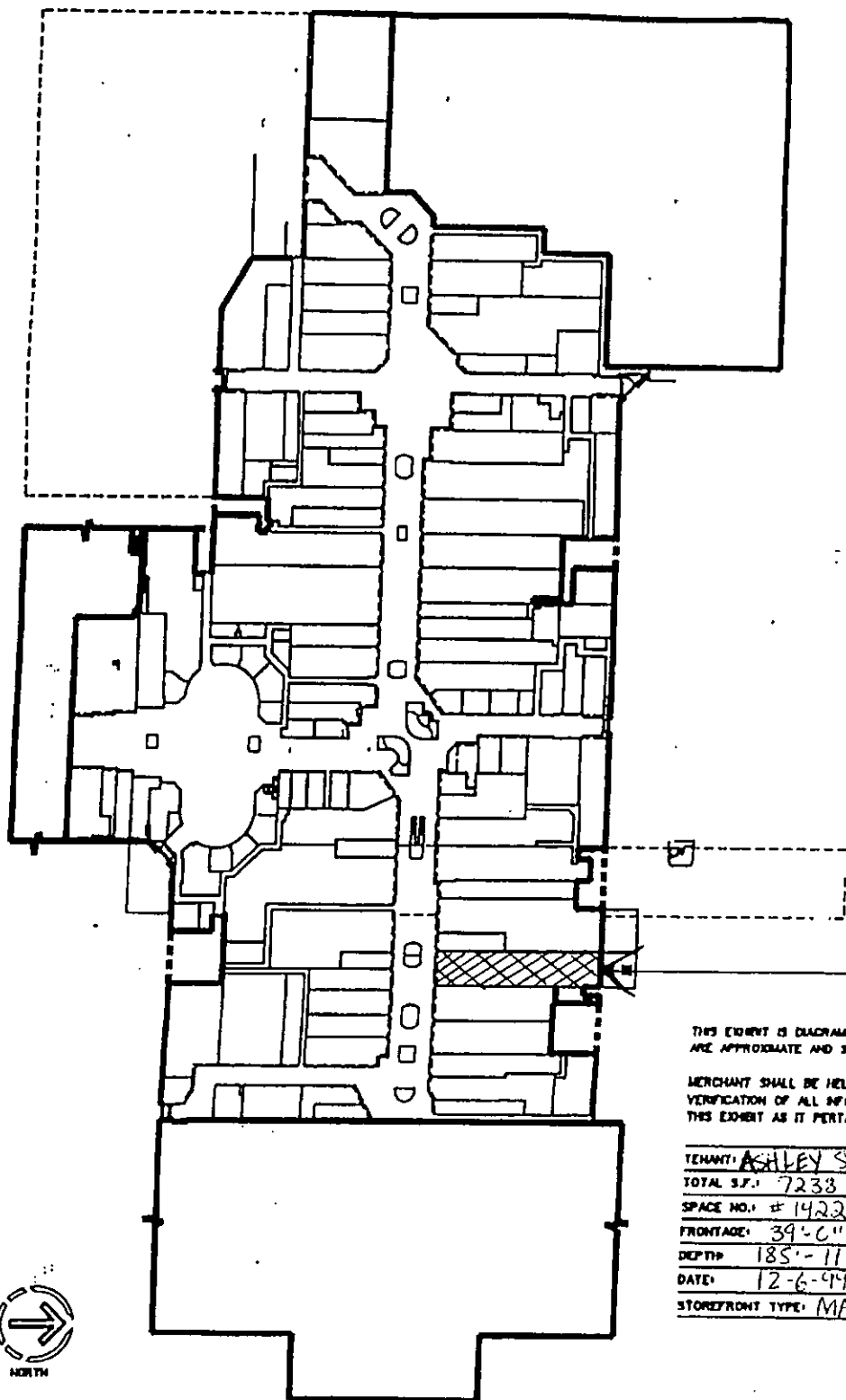
RENTAL SHALL BE BY
VERIFICATION OF ALL
THIS EXHIBIT AS IT PER
ASHLEY STEWART

TENANT:

TOTAL S.F.:	18,970
SPACE NO.:	1422, 14
FRONTAGE:	117'-0"
DEPTH:	185'-11"
DATE:	12-6-99
STOREFRONT TYPE:	M

NORTH

7/20/11: JAC/ENH/11: 60m May. 10, 1996 10:55:40



LEASED
PREMISES

THIS EXHIBIT IS DIAGRAMMATIC. SIZES AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO REVISION.

MERCHANT SHALL BE HELD RESPONSIBLE FOR VERIFICATION OF ALL INFORMATION CONTAINED THIS EXHIBIT AS IT PERTAINS TO THEIR PREMISES.

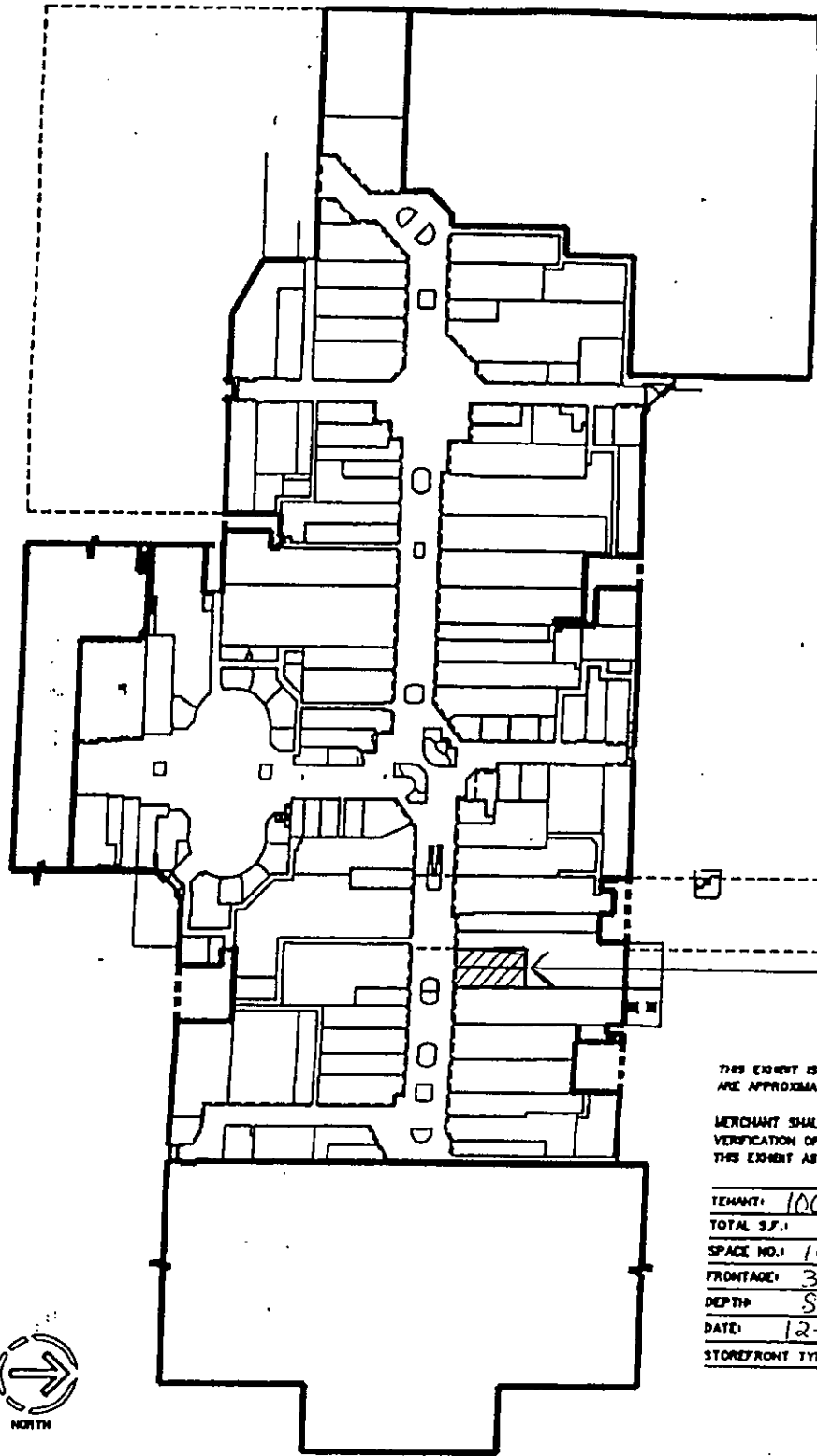
TENANT:	ASHLEY STEWART
TOTAL S.F.:	7233
SPACE NO.:	#1422
FRONTAGE:	39'-0"
DEPTH:	185'-11"
DATE:	12-6-'91
STOREFRONT TYPE:	MAIN MALL



EXHIBIT - A-1
LEASE PLAN

FORD CITY

7/20/12 2:41:18 PM May 10, 1996 12:55:40



LEASED
PREMISES

THIS EXHIBIT IS DIAGRAMMATIC. SIZES AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO REVISION.

MERCHANT SHALL BE HELD RESPONSIBLE FOR VERIFICATION OF ALL INFORMATION CONTAINED THIS EXHIBIT AS IT PERTAINS TO THEIR PREMISES.

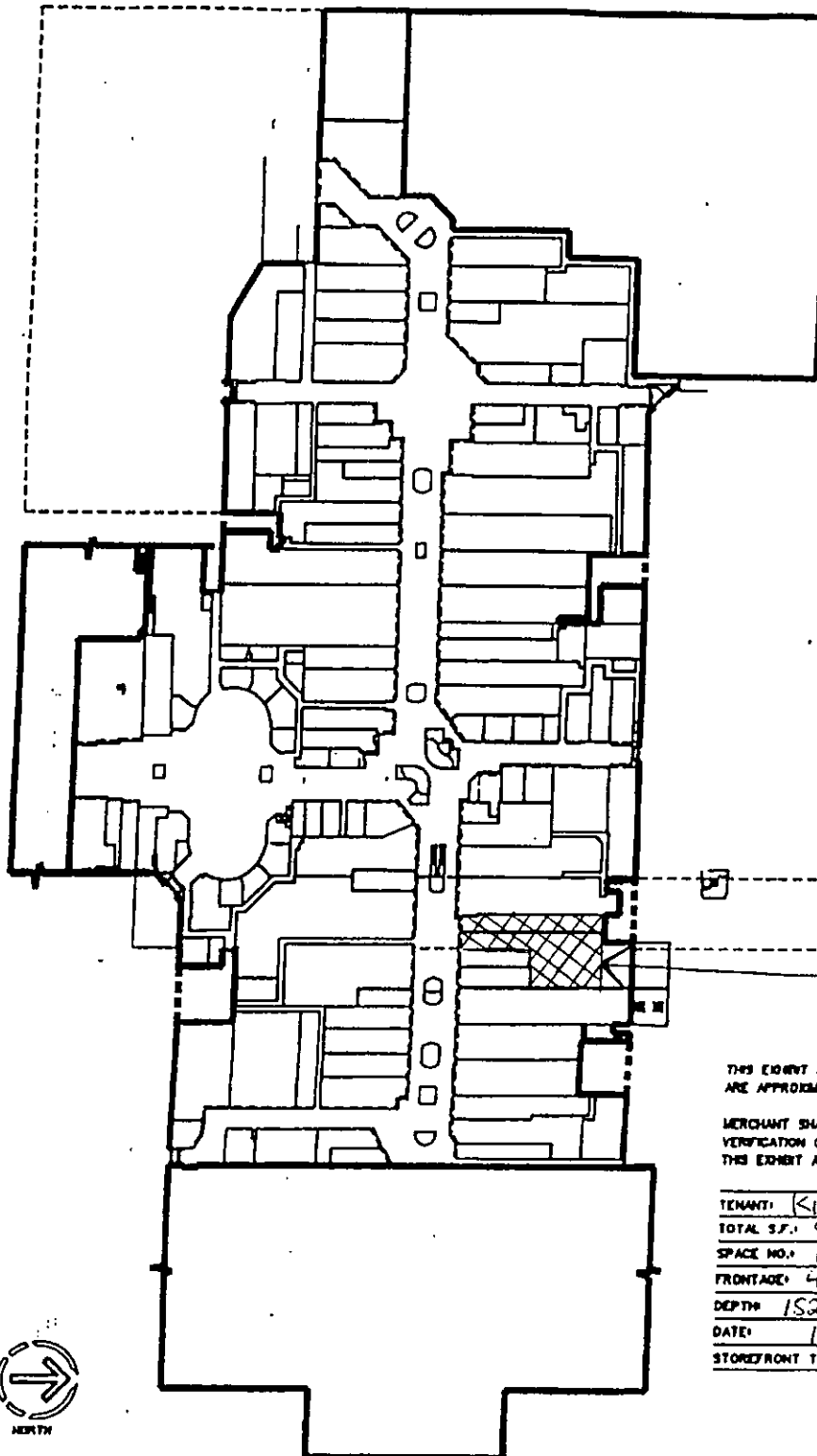
TENANT:	100% GIRLS
TOTAL SF:	2490
SPACE NO.:	1424
FRONTAGE:	30'-0"
DEPTH:	83'-0"
DATE:	12-6-99
STOREFRONT TYPE:	MAIN MALL



EXHIBIT · A-2
LEASE PLAN

FORD CITY

DocId: 36421011; 090 May - 10, 1996 10:56:42



LEASED
PREMISE

THIS EXHIBIT IS DIAGRAMMATIC. SIZES AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO REVISION.

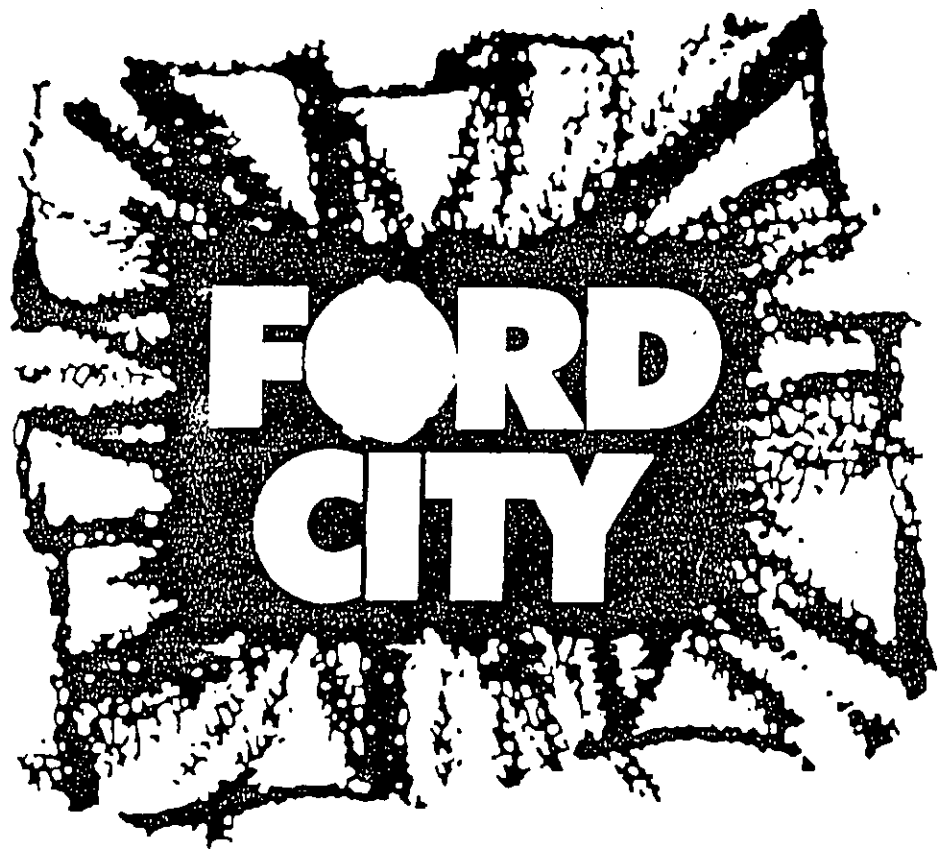
MERCHANT SHALL BE HELD RESPONSIBLE FOR VERIFICATION OF ALL INFORMATION CONTAINED THIS EXHIBIT AS IT PERTAINS TO THEIR PREMISES.

TENANT:	KIDSPCT
TOTAL S.F.:	9242
SPACE NO.:	1428
FRONTAGE:	48'-0" IRREGULAR
DEPTH:	152'-6" IRREGULAR
DATE:	12-6-99
STOREFRONT TYPE:	MAIN MALL



EXHIBIT - A-3
LEASE PLAN

FORD CITY



MAIN MALL



FORD CITY
MERCHANT EXHIBITS MANUAL

MAIN MALL

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C O N T E N T S



EQUITY PROPERTIES AND DEVELOPMENT COMPANY

OUR PHILOSOPHY: SHOPPING CENTERS ARE FOR SHOPPING

Our philosophy is quite simple -- shopping centers are for shopping. Ford City has been redeveloped in order to provide an exciting, fresh retail environment that ensures that every merchant in Ford City has the opportunity to maximize his store's productivity.

At Equity Properties and Development Company, we get involved in all aspects of our redevelopment projects -- the renovation, re-merchandising and repositioning of our centers. We are unique because we take our responsibility for the success of our centers farther than most redevelopers. Not only do we aim at attracting customers into our center, we aim at attracting them into your store and converting them from shoppers into buyers. It is this approach that has ensured the success of our merchants in the past and that has enabled Equity to establish itself as one of the most successful shopping center redevelopers.

The synergy between the mall's environment and each and every store's design and merchandise displays is the critical ingredient in converting a shopper into a buyer. Achieving this goal depends on the collaboration of the developer and merchant in creating a retail environment suited to seducing consumers into making purchases. The merchant's participation in this process of creating and designing its store is essential in reaching our mutual goal -- Maximizing Sales. Our success can only be achieved by creating a consistent retail environment encompassing the mall's common area, the individual stores and the merchandise.

WHAT CAN FORD CITY DO FOR ITS MERCHANTS AND SHOPPERS?

Ford City's merchants are positioned for success. Equity Properties and Development Company, its architects and environmental designers have used a variety of materials and architectural elements, such as natural and incandescent lighting, color variations, rich flooring materials and an appealing merchandising mix, to create an exciting retail environment. These elements come together to create the desired effect ... a buying atmosphere.

Ford City provides the shopper with an exciting and entertaining retail environment. Ford City has been redesigned to maximize both impulse and non-impulse buying opportunities. The center's functional layout and visible signage enable shoppers to easily locate the stores they desire. Appealing storefronts and merchandising provide merchants with the potential to entice shoppers into the stores located on the way to their ultimate destinations.

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INTRODUCTION



Shoppers are welcomed to Ford City by large pylon signage at each major entrance, re-emphasized by additional signage at each mall entrance. Shoppers enter Ford City to experience a sensory awakening. Ford City creates a total experience using lights, colors, smells and noises, all interacting with each other to heighten the anticipation of a fun buying experience. Ford City's original concrete arches have been exposed and enhanced using detailing in four different color schemes. The heights created by the concrete arches have allowed for the addition of vaulted skylights and barreled vaults so that there is a gradual transition from the storefronts to the mall ceiling. All finishes are made of traditional materials used in a contemporary manner.

Ford City's Main Mall directs shoppers through a Main Street with side streets intersecting at the court areas. Each court has its own visual identity which serves as a landmark for orientation. Each side street has a special armature at the entry that identifies it as 75th, 76th or 77th street. Strategically located directories key the customer into these streets and courts. Skylights, kiosks, specialty retail units, a 10-unit Food Court and numerous benches surrounded by lush landscaping combine to provide the shopper with an environment that makes shopping easy and fun.

HOW IS THE MERCHANT CRITICAL IN THIS PROCESS?

The merchant's storefront and its interior display zone attract shoppers into the store through a play of architecture, lighting, signage and merchandising. These elements interact with one another to encourage impulse purchases.

Ford City has been redeveloped for the merchants and their customers. This manual was developed to provide you and your architect with a framework for the design and construction of your store so your store's design and display zones continue the enticement process.

INTRODUCTION



FORD CITY'S HISTORY AND REDEVELOPMENT FACTS

Ford City shopping mall is located on the southwest side of Chicago, one mile south of Midway Airport. Ford City is Chicago's largest retail complex and has three primary shopping areas: the Main Mall, the North Mall and the Connection. The Main Mall, largest of the three, is a single-level, enclosed regional mall and includes the Food Court. The North Mall, a strip mall, is anchored by Sears and is directly accessible to and from the Main Mall by way of The Connection, a retail arcade on the lower level of the Complex containing 50 specialty stores. There are also several outparcels, one of which is a 14-screen General Cinema theater complex.

The total G.L.A. within Ford City is well over 1,700,000 square feet, consisting of 195 shops and restaurants. Carson Pirie Scott & Company, J.C. Penney and Montgomery Ward are the Main Mall's anchors. The North Mall merchants include Sears, Childworld, and Homemakers, among others.

Ford City's rich history began during WW II when the complex was built as a factory to manufacture B25 airplane engines. After World War II, the factory was used to manufacture the original Tucker automobile. During the 1960's, the factory space was converted into a shopping mall.

Equity Properties and Development Company acquired the 200 acre property in 1987 with plans for immediate redevelopment of the total complex. Today, you will find the Main Mall redevelopment completed, parking lots resurfaced and a newly created ring road and landscaping completed, all enhancing the property. The redevelopment of the North Mall and The Connection is under construction and scheduled to be completed in 1990.

A national shopping mall leader, Equity Properties and Development Company is a full service company providing an on-site staff of trained individuals to handle management, maintenance and marketing, as well as merchant and community relations. We believe our customers will find Ford City a new and exciting environment for shopping.

INTRODUCTION



FOREWORD TO MERCHANT

Equity Properties and Development Company acknowledges the influence of its legal counsel in that there are many references within this Manual to the Tenant. In an effort to reconcile the "Merchant/Tenant" label, we would like to state that while the strict legal interpretations of terms such as "Tenant" or "Merchant" may be important, Equity Properties and Development Company vigorously supports a "Merchant" driven philosophy.

We acknowledge the evolution of today's shopping centers as requiring much public space. In conceptualizing our centers, we recognize this evolution and strive to meet the needs of the shopper. We continue however, to adhere to the fundamental principal that shopping centers are for shopping. Our design criteria, shopping center design, ownership and operating focus all collaborate to ensure a highly productive retail environment. Your goals are similar to ours--the best and most sales producing stores possible.

This Exhibit Manual has been developed to guide you, your architect and your construction team through the design process and into construction. We request that you distribute this Manual to your entire team: the architect, the engineer, the graphic designer and the contractor. Please stipulate that all team members must follow these instructions and procedures in order to expedite the necessary approvals and guarantee the timely completion of your space. Pay particular attention to the submission procedure checklist and design criteria so that you will not experience any needless delays or require expensive redesign.

WELCOME MERCHANT!

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FOREWORD TO MERCHANT

FORD CITY MAIN MALL

.....

PROJECT DIRECTORY

PROJECT REPRESENTATIVES

Landlord: The Rubin Organization, Inc.
500 W. Madison Street - Suite 3890
Chicago, IL 60661
(312)831.1681
Tenant Coordinator: Laura Murphy

Engineer (Mechanical, Electrical, Fire Protection):

Kroeschell Engineering
215 West Ontario
Chicago, Illinois 60610
Telephone: (312) 649-7980
Attn: Kevin White

Mall Information:

Ford City Shopping Mall
7601 South Cicero Avenue
Chicago, IL 60652
(773)767-6400
Contact: David Groom

REPRESENTATIVES FOR GOVERNMENT AGENCIES

Building Department:

Department of Inspectional Services
Chicago City Hall
121 N. LaSalle Street
Room 800
Chicago, IL 60602
(312) 744-3490

Health Department:

Chicago Board of Health
50 West Washington
Daley Center
LL70
Chicago, IL 60602
Attn: Mr. Pannaralla

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CONTENTS



FOREWORD TO MERCHANT'S ARCHITECT

Ford City Shopping Mall is currently in the final phase of a comprehensive redevelopment. We have taken great pains to provide a retail environment that creates the opportunity for each merchant to maximize the productivity of his store. The interaction between the Mall's Common Area, and each and every merchant's store is essential to our mutual success. The Ford City atmosphere is new, exciting and different, and we expect every merchant to produce a special design to contribute to this atmosphere. Use this Manual as a guideline to assist you in creating a design that will harmonize with Ford City's updated atmosphere.

The following pages contain building code information, sketches which illustrate critical Landlord Criteria, Construction Exhibits which describe Landlord and Merchant responsibilities, architectural design criteria and a copy of the Submission Procedure Check List.

Please carefully follow the instructions and procedures outlined in this Manual in order to expedite the necessary approvals and timely completion of the Tenant's store. Note: It is the Merchant's sole responsibility to verify, comply with and maintain all applicable local, city and state codes.



PLAN SUBMITTAL PROCEDURE

A. PRELIMINARY PLAN SUBMISSION REQUIREMENTS

Tenant shall be required to be completely familiar with all existing physical conditions of the Leased Premises and shall instruct his architect to do the same. Tenant's architect shall fully document and designate on all drawings all work to be performed by the Landlord and the Tenant. This information shall continue to be documented throughout the submission process.

Within 30 days after receipt of this Manual, Tenant is required to submit to Landlord for approval one (1) complete set of sepias and two (2) complete sets of prints of Tenant's preliminary store plans illustrating Tenant's design concept. Such drawings must include the following:

1. Storefront elevation(s), and display zone elevations, floor plans, reflected ceiling plans and section(s) indicating design and signage location(s). These drawings are required for coordination of adjacent storefront facades.
2. Merchandising plan of the space, including the display zone and both permanent and movable fixture locations.
3. Storefront and interior finishes, including a material and color sample board.
4. If available, photographs or full-color renderings of a store utilizing the design theme as submitted.

B. FINAL PLAN SUBMISSION PROCEDURE AND REQUIREMENTS

Within 45 days after receipt of this Manual, Tenant, at Tenant's expense, is required to submit to Landlord for approval, four (4) sets of prints and one (1) set of sepias of final plans and specifications for Tenant's Work, prepared by Tenant's Architects and Engineers licensed in the State of Illinois.

The following is a list of minimum design information needed to expedite final plan approval. It is not intended to be a complete listing of requirements but should serve as a guide concerning those items most frequently encountered by the Tenants' Architects. We urge you to thoroughly read the enclosed lease exhibits for further description and other requirements. All plans should be dimensioned and scaled.



ARCHITECTURAL PLANS

1. Floor Plans

- a. Demising Wall Locations
- b. Dimensioned Interior Partitions
- c. Restroom Facilities
- d. Location of Fixtures and Equipment
- e. Recessed Service Door (if applicable)

2. Storefront & Interior Elevations

- a. Material Samples, Color Front Elevation, and Photographs of Similar Stores (if applicable)
- b. Finishes and Colors
- c. Signage

3. Sections and Details

- a. Longitudinal and Transverse Sections through Store from Slab to Roof
- b. Large Scale Section through Storefront to Roof

4. Reflected Ceiling Plan

- a. Ceiling Heights Including Drops and Curtain Walls
- b. Types of Ceiling Construction
- c. Decor at Ceiling
- d. Location of Lighting Fixtures, Air Diffusers, Grilles, Access Panels and Smoke/Heat Detectors

5. Schedules

- a. Door Schedule
- b. Room Finish Schedule

6. Key Plan

- a. Location of Premises within the Shopping Center



PLUMBING PLANS

1. Floor Plan

- a. Toilet Facilities
- b. Location of other Plumbing Fixtures
- c. Location of Sewer Connection
- d. Location of Plumbing Vent Connection
- e. Clean-out and Floor/Drain Locations
- f. Domestic Water Distribution

2. Sanitary System Isometric Drawing(s) Including Line Sizes

3. Domestic Water Isometric

- a. Pipe Sizes, Total Fixtures Schedule & Count
- b. Water Meter Location
- c. Pipe Sizes
- d. Utility Stubs

4. Detail of Connection to Landlord's Vent Stack.

5. Water Meter Location

6. Water Heater Detail with Relief Valve & Piping

- a. Relief Valve and Piping

7. Specifications for All Plumbing Fixtures/Materials

HVAC PLANS

1. Ductwork Layout

- a. Sizes
- b. Heights Above Finish Floor
- c. Damper Locations
- d. Type of Insulation
- e. Unit Specification - Name, Model Number, Capacity (if applicable)



2. *Diffuser & Grille Schedule Indicating CFM Capacities*
 - a. Model and Size
 - b. Indicate CFM Capacities
3. *Toilet Exhaust Duct Connection Detail*
4. *Exhaust Systems*
 - a. Show Windows, Toilet Rooms, General Exhaust
5. *Ventilation Requirements*
 - a. Fresh Air Intake
 - b. Specify Minimum CFM Requirements
 - c. Ventilation Schedules (Design & Code Requirements)
 - d. Heat Loss Schedules (Including total BTU/Ft²)
 - e. Heat Gain Schedules (Including total BTU/Ft²)
 - f. Exhaust Hood Make-Up Air Requirements
6. *Return Air System*
 - a. Direct
 - b. Indirect
7. *Supplementary Equipment (if applicable)*
 - a. Unit Heaters
 - b. Baseboard Heaters
 - c. Additional Ventilation
8. *System Controls*
 - a. Thermostat Location(s) and Model
 - b. Unit Control Wiring Diagram
 - c. Duct Smoke Detector and Relay Schematic Wiring Diagram (if applicable)
10. *A Completed Balance Report*

ELECTRICAL PLANS

1. *Electrical Floor Plan*
 - a. Location of all Floor and Wall Outlets
 - b. Location of Landlord's Service



- c. Location of all Fans, Motors and all HVAC Equipment
- d. All Loads Assigned to Circuits (including total watts/sq. ft. C.K.W.)

2. *Electrical Ceiling Plan*

- a. Lighting Fixture Layout
- b. Emergency and Exit Light Locations
- c. All Lighting Assigned to Circuits

3. *Lighting Fixture Schedule*

4. *Electrical Distribution Riser Diagram*

- a. Feeder Conduit and Wire Size
- b. Arrangement of Panels, Transformer, Timeclock, etc.
- c. Conduit and Wire Size to HVAC Equipment and Panels
- d. Smoke/Heat Detector Riser Diagram

5. *Electrical Panel Schedules*

- a. 480V
- b. 120/208V

6. *Tenant's Electrical (OAD-DATA FORM)*

- a. Refer to Details and Schedules

SIGN DRAWINGS

See Section 3.1 for specific submission requirements.

SPECIFICATIONS

Specifications for Architectural, Plumbing, HVAC, and Electrical equipment and work to be performed must be submitted for Landlord's approval.

ADDITIONAL INFORMATION

- 1. Landlord's approval of final drawings does not guarantee approval by governing authorities and it shall be the responsibility of the Tenant to meet and comply with all national, state, and local Code requirements.

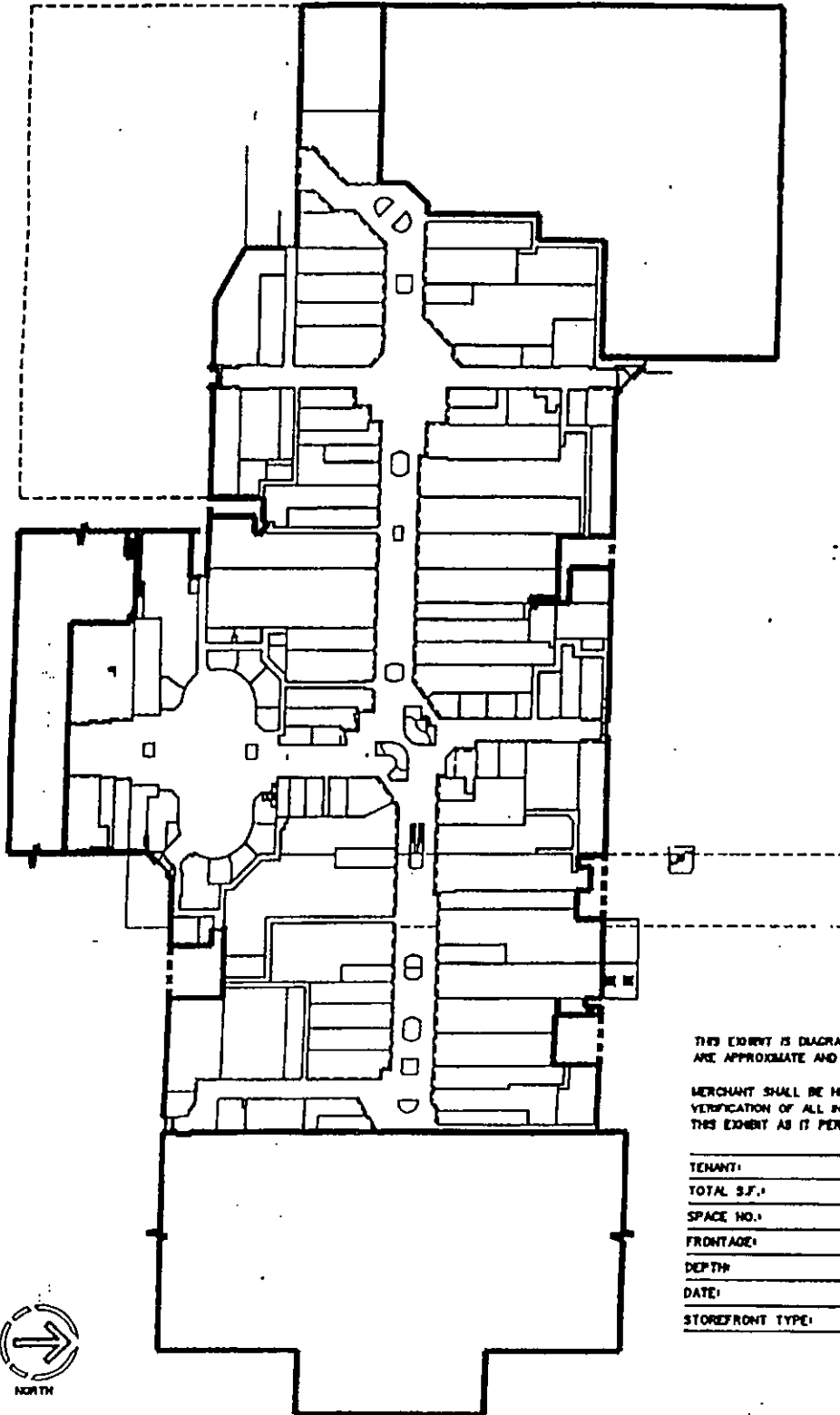
FORD CITY MAIN MALL

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2. Subject to any applicable law, code or ordinance, in the event of a direct conflict between the final plans and specifications for the construction of the Leased Premises, as finally approved by Landlord, and the construction provisions contained in this Lease (including, without limitation, Exhibit B), the final Landlord approved plans and specifications shall supersede any directly inconsistent construction provisions contained in this Lease (including, without limitation, Exhibit B), but only to the extent the approved plans and specifications deal with an item specifically.
3. With regard to Tenant's plans and specifications, Landlord may either: a) evidence its approval by endorsement to that effect by signature or initialing of one (1) set of plans and specifications and return the same to Tenant, or b) refuse to approve if Landlord shall determine that the same: i) do not conform to the standards of design, motif and decor established or ii) would subject Landlord to any additional cost, expense or liability or the Premises to any violation, fine, penalty or forfeiture; and/or iii) would in any way adversely affect the reputation, character and/or nature of the Shopping Center; and/or iv) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Premises and/or the building of which the Premises are part; and/or v) interface with or abridge the use of enjoyment of any adjoining space in the building in which the Premises are located. Approval of the plans and specifications by Landlord shall not constitute the assumption of any responsibility or liability by Landlord for their accuracy, efficiency or sufficiency and Tenant shall be solely responsible for such.
4. Tenant shall, at Tenant's sole cost and expense, obtain the necessary building permits and approvals from all applicable governmental agencies; such permits and approvals from all utility companies for any additional connections required by Tenant and pay any fees resulting therefrom. Immediately upon receipt of such permits and approval being issued and fees paid, Tenant shall deliver copies of any permits to Landlord.
5. All plans and specifications shall be submitted to the Landlord's Merchant Coordinator:

Attention Tenant Coordinator
The Rubin Organization, Inc.
500 W. Madison Street - Suite 3890
Chicago, IL 60661

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THIS EXHIBIT IS DIAGRAMMATIC. SIZES AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO REVISION.

MERCHANT SHALL BE HELD RESPONSIBLE FOR VERIFICATION OF ALL INFORMATION CONTAINED IN THIS EXHIBIT AS IT PERTAINS TO THEIR PRESENT

TENANT: _____
TOTAL S.F.: _____
SPACE NO.: _____
FRONTAGE: _____
DEPTH: _____
DATE: _____
STOREFRONT TYPE: _____

EXHIBIT • A
LEASE PLAN

FORD CITY



The Rubin Organization,

500 WEST MADISON STREET, SUITE 3000
CHICAGO, ILLINOIS 60661
(312) 831-1060 • FAX (312) 831-1050

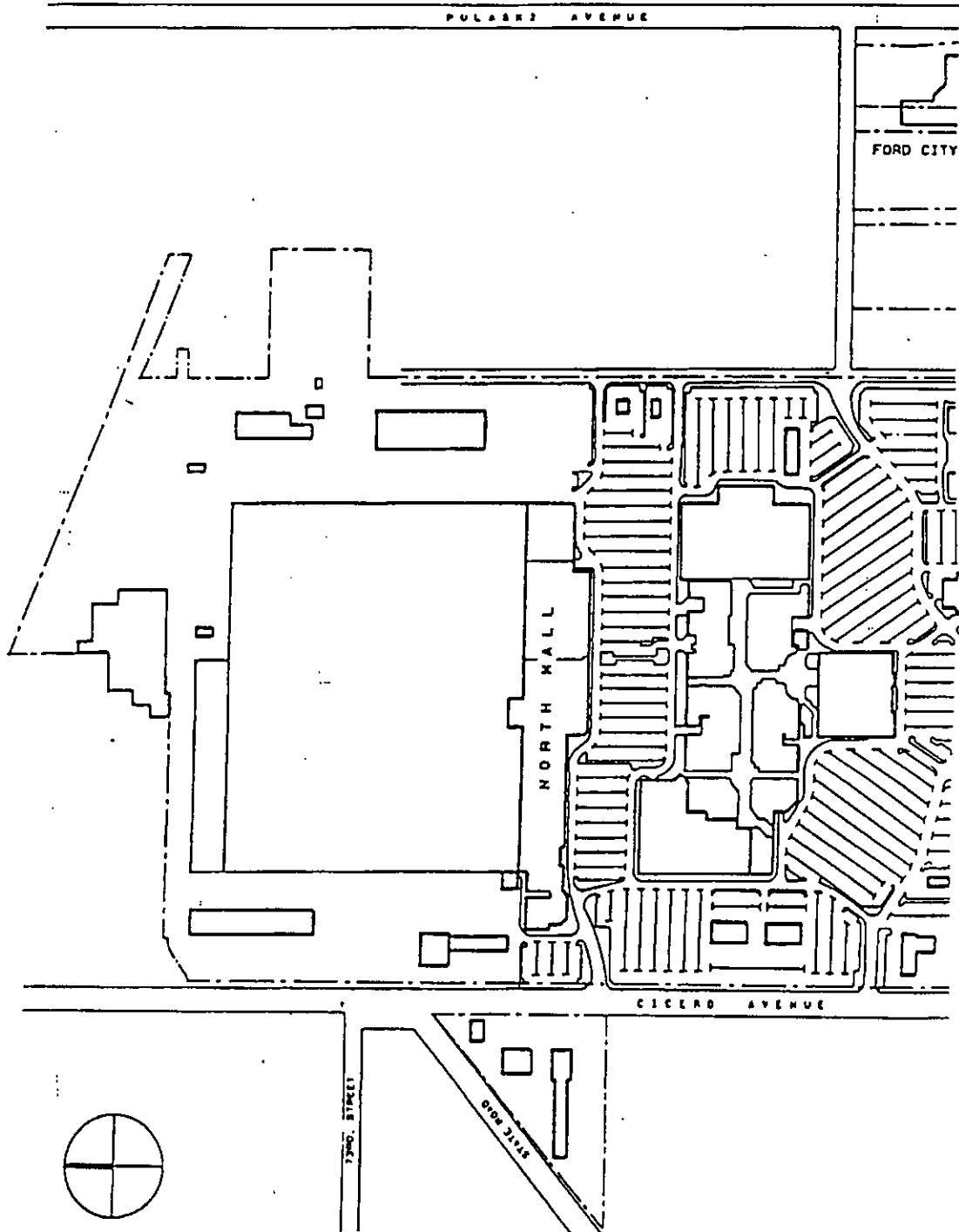


EXHIBIT • A1 **S I T E P L A N**

Equi

LOVELL, PAO
AND ASSOCIATES
1200 NORTH WILSON
CHICAGO, ILLINOIS

I
LANDLORD'S WORK

Except as specifically set forth in this Section I, Tenant accepts the Leased Premises "as is" with no representations or warranties by Landlord as to the physical condition thereof. All elements and dimensions must be field verified by Tenant's Architect. Landlord's space layout, or as built drawings (as available) are for general information only and must be verified by Tenant's Architect.

A. The Shopping Center conforms to the following Codes.

Applicable Chicago Building Code, and all other applicable
Code: State and Local ordinances

Type of
Construction: Type I, C Construction

Type of
Occupancy: Class F Mercantile Occupancy



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II
TENANT'S WORK

The work to be performed by the Landlord, in satisfying his obligation in order for the Tenant to construct Tenant's store, shall be limited to that described in the Section I entitled Landlord's Work. All other work not therein provided to be done by Landlord shall be performed by the Tenant, at Tenant's expense, and is herein referred to as "Tenant's Work".

Tenant's improvements shall be completed in accordance with the procedures and schedules set forth in this Exhibit B and shall comply with the following criteria and outline specifications (which may be revised from time to time by Landlord), Landlord's Space Layout Drawing(s) and Lease Outline Drawing(s). These represent minimum standards for design, construction, finish, and operation of Premises by Tenant.

Landlord's approval of the Tenant's plans and specifications shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof or for their consistency with applicable codes; Tenant shall be solely responsible therefore. Landlord's approval of Tenant's drawings is for design intent only. Final acceptance of Tenant's work by Landlord is specified by the terms of all Landlord issued punchlist(s), punchlist letter(s) and final letters of acceptance. Landlord's approval of Tenant's work is based upon complete acceptance by Landlord of Tenant's store construction.

Tenant's Work shall include, but not be limited to, the purchase and/or installation and/or performance of the following:

2.1 STOREFRONTS - GENERAL CRITERIA

- A. The first impression that the Tenant makes on a prospective customer is through the Tenant's storefront. The storefront is the ultimate visual merchandising tool for the Tenant, and when imaginatively done, in combination with the other aspects of retail design and marketing, can contribute greatly to increased store traffic and sales. Design criteria vary depending on Tenant's location in the mall (see specific criteria that follow and Criteria Graphics).

Imaginative storefront design is mandatory. Storefront design may be rejected on the basis of poor, uninteresting design or design which is too similar to adjacent or nearby stores. Colors, materials and geometry must differentiate the Leased Premises from the design of adjacent and/or nearby spaces. Landlord reserves the right to reject any storefront design, store interior or any portion thereof, immediately visible from the public space if, in



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its sole opinion, that part of the store is not in keeping with the overall character of the redeveloped Mall.

All storefronts shall emphasize the merchandise within the shop; stores shall organize, display and light their merchandise in an attractive fashion. All storefront designs, including sign work, must be submitted to landlord for written approval before construction may begin.

B.

Any modification to neutral piers and neutral bulkhead shall be performed by Landlord's Contractor at Tenant's expense. The storefront area between the edges of the neutral piers and between the Mall finished floor and the underside of the soffit (as indicated by the Criteria Graphics) is Tenant's work. This includes the storefront fascia and a 2" high, 1" deep reveal at the mall soffit.

C. Storefronts shall be designed, fabricated and installed, unless specifically provided otherwise in this Lease, by Tenant, at Tenant's expense, and are subject to Landlord's approval. Compatibility with adjacent, existing and previously approved storefronts will be one of the criteria for approval.

D. Tenants are required to design their storefront to allow a high degree of transparency to the interior. See specific storefront criteria for further specifications.

E. No element of the storefront may extend beyond the allowable popout with the exception of storefront blade signs, which may project a maximum of 3'0".

F. Materials and Finishes

1. All materials and material usage is subject to Landlord's approval. The use of the following materials is encouraged:

TYPE	DESCRIPTION	FINISH
Metal	Aluminum, brass, bronze, copper, stainless steel	Aluminum (painted) polished, brushed, or satin
Wood	Architectural woodwork - plant fabricated, mill quality	Kiln-dried, natural finish or painted



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Glass	Clear, tempered, or glass block	Clear, sandblasted, patterned
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Reinforced Gypsum	For detail work, not in large quantities
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Stone	For trim and and facing-marble, granite, limestone	Polished, hammered, flamed
-------	--	-------------------------------

Uplighting at the storefront is required as determined by Landlord.

The use of the following materials and finishes are not permitted in storefronts:

- a. Laminates
 - b. Simulated brick, stone, or wood
 - c. Artificial wood grain
 - d. Pegboard walls and display systems
 - e. Wall coverings
 - f. Plywood paneling (except hardwood veneers)
 - g. Textured 1-11 plywood
2. Exposed fluorescent tubes are not permitted.
 3. Indoor-outdoor quality carpet is not permitted.
 4. Materials deemed by the Landlord to be low quality, non-durable and/or difficult to maintain are not permitted.
 5. All glass must be tempered. Butt-jointed glass is acceptable. Multi-pane glazing is allowed and may be clear, beveled, etched, stained or finished with other decorative treatment. With Landlord's approval, glass may be sandblasted or back painted below 4'0" AFF to limit transparency. Landlord reserves the right to reject any glazing treatments which are poorly detailed.
 6. All storefront aluminum or steel mullions must be shop painted or finished to match storefront materials. Paint colors for steel or any metal storefront material must be shop finished. Mill-finish is not permitted.
 7. Mullions clad with wood will be considered depending upon overall storefront design scheme.
 8. All exposed screws must be flush mounted with flat heads and finished to match mullions. No exposed screw heads shall be allowed.



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9. All materials shall meet and are subject to flame spread and interior finish requirements as required by fire department advisory safety code and provisions and by any other governing authorities.

G. Storefronts utilizing established store design standards shall be permitted provided the design conforms to standards established in Landlord's Design Criteria. All storefronts shall be reviewed by Landlord's Merchant Coordinator who shall collaborate with Tenant and/or Tenant's Architect in preparing the final storefront design scheme so as to assure the highest standard of store design, merchandising, display, lighting, and signage.

H. All storefront work requiring structural support, including sliding door tracks and housing boxes for grilles, shall be supported at their head sections by a welded structural steel framework provided by Tenant.

All storefront framing shall be structurally independent of Landlord's soffit and roof deck and self supporting from the Tenant's floor slab. Tenant may connect to Landlord's soffit or roof deck for finish purposes or lateral support only.

I. Horizontal sign bands extending the width of the storefront will not be permitted.

J. Soffits between the storefront closure and the lease line shall be constructed of drywall. Access panels to building services shall be located in Tenant's ceiling as required. Access must also be maintained above popouts for building services located in Landlord's soffit.

K. If the storefront is partially or fully recessed, lighting at the soffit is required. See Sections 2.3 - 2.5 for permitted illumination.

L. Tenant's storefront shall have a continuous durable base. Store glazing may not be saw-cut into the mall floor.

M. The storefront shall return to 1" behind the corner at the front face of the Landlord installed demising pier. Tenant is responsible for finishing of vertical reveal where storefront meets neutral piers.

N. Continuous, straight line bulkheads are prohibited.

O. Electronic surveillance or other shoplifting detection devices and security systems shall be incorporated and integrated within Tenant's storefront design. Freestanding posts or columns, suspended boxes, or rails, or other exposed equipment or decals are prohibited.



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2.2 STOREFRONT ENTRANCES

- A. All doors must be recessed a minimum of 36" behind the Lease line so that no door swings beyond the Lease line.
 - B. Grilles must be invisible when the store is open for business.
 - C. Rolling metal grilles must be natural or painted aluminum, bronze or stainless steel and must be one of the following types:
 - Cookson GS014
 - Cornell Visionaire Design (V6)
 - Jim Walter Doors, Lev-A-Lite G6
 - Atlas
- All tracks must be flush with the floor or wall. Any exposed portions of the grille or track must be shop painted to match the adjacent surface.
- D. If Tenant uses a sliding accordion grille, the folded grille must be hidden in a pocket with pocket door finished to match the adjacent surface. All tracks must be flush with the adjacent surface.
 - E. Key switches for motorized grilles shall be mounted as inconspicuously as possible at a concealed location or flush mounted with a cover plate painted to match the adjacent finish. Approximate maximum height of switch above finished floor shall be 12". Switches shall not be located on front face of Tenant's storefront.

2.3 STOREFRONT ZONES

- A. Ford City storefronts are classified according to the type of interior common area they face - main street, court, side street or a combination of these. Storefronts facing side streets are further classified as Condition 0, 1, or 2 depending on their popout dimensions (see Section 2.5).
- B. Areas within each store are further classified as follows:
 - 1. Popout: The popout is the portion of the storefront display windows that extends toward the mall common area beyond the exterior edge of the neutral piers. Not all stores have popouts.



2. **Display Zone:** The display zone is the area from the outside edge of the popout extending into the store interior by a specified distance (see Section D). The lighting, merchandising and signage of this zone are extremely important and are subject to the approval of the Landlord. The Landlord's involvement is intended to ensure a consistent, high quality display of merchandise, as visible from the mall's common areas.

3. **Work Zone:** Work zones are the areas of the Tenant's space within which full height partitions, cooking equipment, storage, grilles, security and other support equipment are permitted.

C. The following summarizes the required dimensions for stores in different zones. These requirements are described in more detail in the sections that follow.

<u>Storefront Type</u>	<u>Mall Soffit Ceiling Height</u>	<u>Popout Depth</u>	<u>Popout Height</u>
Main Street:	15' - 0"	3' - 0"	14' - 0"
Side Street:			
Condition 0	12' - 0"	0' - 0"	11' - 10" Max
Condition 1	12' - 0"	1' - 6"	11' - 10" Max
Condition 2	12' - 0"	3' - 0"	11' - 10" Max
Court:	17' - 0"	3' - 0"	15' - 0" Max

There are several Condition 0 stores with unusual mall ceiling heights. These have the following required dimensions:

<u>Storefront Type</u>	<u>Mall Soffit Ceiling Height</u>	<u>Popout Depth</u>	<u>Popout Height</u>
Condition 0	15' - 0"	0' - 0"	14' - 0" Max
	17' - 0"	0' - 0"	15' - 0" Max

D. The Display Zone depth is the depth of the popout plus a 6' deep area from the outside edge of the neutral piers toward the interior of the store. For example, a store facing Main Street would have a 9' deep display zone (3' popout plus 6').

E. Court stores must have an interior display zone (from the inside edge of the popout extending 6' into the store) ceiling height of 13'. All other store types must have an interior display zone ceiling height of 12'.



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- F. The Display Zone must be lit with a combination of incandescent and low voltage lighting. Low voltage lighting is strongly recommended for display zones. All lighting in display zone is subject to Landlord's approval.

2.4 SPECIAL CRITERIA - MAIN STREET & COURT STOREFRONTS

The following criteria apply to stores that face the main street or a court as indicated in Exhibit A.

A. Storefronts

1. All Tenant Improvements are subject to Landlord's approval and shall conform to the General Criteria as well as these special criteria.
2. Tenant is required to design, construct and finish the fascia above its storefront with its storefront material, subject to Landlord's approval.
3. A minimum of 60% of Tenant's storefront shall be glass display zone area. (See Criteria Graphics).
4. Entrances may use either grilles or transparent glass swing doors.

B. Signage

Tenants are required to install a primary sign as outlined below (see Section 2.7 of these Criteria).

1. Store Sign

The Store Sign material shall be compatible with major storefront materials. (See Section 2.3 for storefront material requirements.) The sign area for the primary sign shall not exceed five percent (5%) of the area of the storefront. If cleverly integrated into storefront design, the sign may be permitted to be in excess of 5% of storefront area, with Landlord's approval.

2. Permitted Illumination

- a. Non-illuminated 3-D cast metal, cut, milled, or carved letters
- b. Illuminated "halo" type light from behind
- c. Neon illuminated signage
- d. Backlit plastic signage (letters only - flush with storefront signband)



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3. Prohibited Signs

- a. Fabric signage
- b. Surface mounted plastic face channel letters (unless specifically approved by Landlord)

C. Lighting

For main street and court stores, Tenant must up light the storefront bulkhead and the Landlord's soffit above the popout display windows using a recessed cove containing overlapping fluorescent and neon. See General Storefront Criteria and Section 2.6 for additional information.

2.5 SPECIAL CRITERIA - SIDE STREET STOREFRONTS

A. All Tenant Improvements are subject to Landlord's approval and shall conform to the General Criteria as well as this Special Area Criteria.

B. In order to create a visually dynamic streetscape, storefronts along the side streets need to be varied but complementary. To ensure this effect, each storefront is classified as one of three conditions.

- Condition 0 - Flat storefront below bulkhead
- Condition 1 - Flat storefront with 18" popout
- Condition 2 - Flat storefront with 36" popout

C. Storefronts may be between 70% and 100% transparent (glass or open). Exact storefront design is subject to Landlord's approval.

D. Tenants are required to install one primary sign and one blade sign (see Section 2.7).

1. Primary signs must satisfy criteria specified in Section 2.7.

2. Required Blade Sign Design

- a. The 3-dimensional blade sign shall have graphics on both sides of a panel with a bracket support, all supplied and paid for by Tenant. (See Criteria Graphics.)
- b. The maximum blade sign size is 2' x 2' and the bottom edge shall be located no less than 8'-0" AFF.

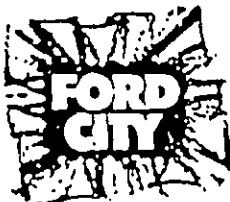


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- c. At least 50% of the area of each blade sign is to be a 3-dimensional representation of the store logo or symbol. The remaining 50% area or less may be used for the store name if desired.
- d. Blade sign design, location and materials must receive prior Landlord approval.
- e. Acceptable materials for the blade sign are:
 - o Carved or routed wood with natural or paint finish. Lettering shall be carved or added pieces.
 - o Non-solid signs or wrought iron, chrome, brass, turned wood.
 - o Painting shall be permitted for background and graphic shapes only. Letters shall be of wood or metal.
 - o Neon
- f. Blade signs must be front lit by incandescent lights or neon. No internally lit signs are permitted.

E. See General Storefront Criteria and Section 2.6 for lighting information.

2.6 LIGHTING

- A. The overall design of lighting in the Mall will consist of artificial and natural lighting sources which will highlight store areas and merchandise. These Criteria shall govern the design and installation of all storefront and store interior lighting by Tenant. Landlord reserves the right of final approval for all store lighting in the Leased Premises and in all areas of the Premises which are visible from the Mall, exterior, and other public areas.
- B. Storefront Display Lighting (Display Zone)
 - 1. Incandescent, high-intensity standard or low-voltage spotlighting is required for storefront display lighting. Spotlighting may be achieved using fully recessed, adjustable or fixed angle fixtures or by track-mounted adjustable spotlights. All adjustable units must be positioned so light will not spill outside the Premises. All lighting is subject to the approval of the Landlord.



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2. A minimum of 80 foot candles (fc) is required for storefront display lighting in the show-windows. A minimum of 60 foot candles (fc) is required for lighting in the area defined by the recessed entry.
- C. All lighting fixtures and equipment must be coordinated with the existing building systems and Tenant finishes.
 - D. Storefronts which are recessed behind the lease line shall have Tenant-installed lighting in the Tenant's soffit area, both inside and outside the closure line, in the form of recessed incandescent downlights. Fixtures must provide baffled, glare-free light and must have Landlord's approval.
 - E. Neon is strongly encouraged as a design and/or lighting element in all parts of the storefront and is subject to Landlord's approval.
 - F. There shall be no direct glare from the store into the public areas.
 - G. For main street and court stores, Tenant must uplight the storefront bulkhead and the Landlord's soffit above the popout display windows using a recessed cover containing overlapping fluorescent and neon. Uplighting is strongly encouraged for other store types as well.
 - H. Store interior general lighting:
 1. Incandescent
 - a. Colored incandescent lamps are not permitted.
 - b. Fully exposed lamps are not permitted, except special ornamental lamps approved in writing by Landlord.
 - c. Flashing or excessively bright lights are not permitted.
 2. Fluorescent and H.I.D. General Interior Lighting
 - a. Fluorescent fixtures, which are visible from the Mall, exterior, and public areas, must be recessed and have eggcrate diffusers or parabolic reflector lenses. Bare lamp fluorescent fixtures may not be used in areas visible to the public.
 - b. Lamp color shall be "Deluxe Warm White" or "Deluxe Cool White."
 - c. H.I.D. lamp color shall be Ceramalux-4.

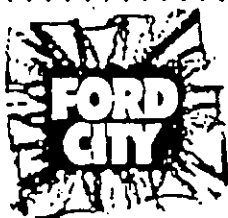


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3. Emergency Lighting

- a. Interior emergency lighting and exit sign lighting must be provided by Tenant as required by code. Landlord will not provide any emergency circuits to Tenant. Battery operated emergency lighting with twin heads in conjunction with fluorescent fixtures shall be used to illuminate stock and/or sales areas and rear exit ways during power interruptions. In public areas, battery assembly for emergency lights shall be concealed.
1. Exposed lights inside the store that are not purely decorative, are only permitted if shielded from the public area.
2. 2' X 4' fluorescent ceiling light fixtures shall not be permitted within 10'-0" of the lease line.

2.7 GRAPHICS & SIGNAGE CRITERIA

This Criteria Manual has been established for the purpose of assuring an outstanding Tenant signage program. To accomplish a consistent signage program for a center of this magnitude, conformance will be strictly enforced. Non-conforming, uninteresting, or inappropriate signs will be rejected.

A. Submission Requirements

Tenant shall submit for approval one (1) complete sepia set of sign drawings to Landlord and three (3) blue print sets to Landlord prior to sign fabrication. In addition to detailed sign drawings, such submission must include:

1. Elevation of the storefront showing design, location, size and layout of sign, drawn to scale indicating dimensions and attachment devices. Construction details should also be shown.
2. Sample board showing colors and materials including fascia, letter faces, returns, caps, etc.
3. Section through letter and sign panel showing the dimensioned projection of the face of the letter and sign panel from the storefront fascia.

B. Location of Signs

1. Tenant's sign shall be positioned within the limits of the basic store opening. A signband is not included in the basic building architecture.



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2. Landlord reserves the right to approve or deny the location of Tenant's sign on Tenant's storefront. All store signage shall be reviewed on an individual basis to assure visibility, design quality, color etc.
 3. One sign or equivalent graphic is allowed per typical storefront elevation. Secondary signs are only permitted with Landlord's approval.
 4. When Premises is a corner store, an identification sign shall be required for secondary frontages in excess of 25 feet in length and shall be subject to the criteria according to frontage length.

C. Design Criteria

1. Sign Types

Tenant shall be responsible for design, fabrication and installation of signage, at Tenant's expense. Sign types are described below. Tenant shall refer to Sections 2.3 - 2.5 for acceptable sign types and size limits for each storefront condition.

Landlord has established no letter size criteria, but has final approval on letter height and overall proportioning of signage with respect to the entire storefront.

A. Type 1 - Illuminated Signs

1. Metal or wood dimensional shall be Backlit (halo effect) Letters. Letters must be a minimum of six inches in height, between one and five inches in depth, and be projected from the storefront with one inch spacers. Metal channel letter signs may be permitted with Landlord's approval. Landlord reserves rights of final approval with respect to this sign type.
2. Neon signs shall consist of neon tubes forming letters and/or logos. This sign type is encouraged and, therefore, carries no basic size limitation except when used on a Tenant bulkhead (and then requires approval by Landlord). Signs must be enclosed in plexiglass forming letters or logo in any color and have a maximum diameter of 12 millimeters and operating current of 30 milliamperes. The neon sign is to be used in a decorative as well as informative fashion, and shall be approved by Landlord on an individual basis.

B. Type 2 - Non-Illuminated Signs

1. For flat signs, letters must be in 1/2" relief for applied letters and carvings; edges must be neatly finished. Minimum thickness of the sign is 1". Signs may be natural metal.



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painted, baked or porcelain enamel, or painted natural wood. Other materials must be approved by Landlord. Letters may be mounted flush on the signing surface or pin mounted at least 1" from the signage surface.

To properly illuminate signage, Tenant must front light signage with low voltage spot lighting.

2. For back painted letters/logo on storefront, use non-dimensional letters and/or logos applied or painted directly on the inside face of glass storefront areas. Signs may be painted, silkscreened, or gilded on back of the glass. This type of sign may not obscure view through glass and should be appropriate for the size of the display window. Vinyl letters are not permitted. All signs are subject to Landlord's approval on an individual basis.

C. Type 3 - Blade Signs

1. Side Street Tenants must install a blade sign-perpendicular to the storefront (see Section 2.5). Materials may be natural metal, painted, baked or porcelain enamel, painted wood, etched glass, wrought iron, chrome, brass or copper. Other materials are subject to Landlord approval. Signs may not exceed 6 square feet. Signs may not be attached to the neutral band or building columns. Flat signs shall be painted in a matte finish. Signs must be illuminated with either neon or front lighting.
2. Blade sign shall be fabricated by Landlord's designated fabricator at Tenant's expense. Landlord shall provide Tenant with list of acceptable fabricators.

D. Type 4 - Object Signs

1. Tenant may install an object sign as part of its storefront. Accepted materials are stuffed fabric, carved wood, sheet metal, die-cast metal, paper mache, and fiberglass. All are subject to Landlord's approval. Signs must be illuminated with either neon or front lighting.
2. Blade signs are encouraged but are subject to Landlord's approval.

2. General Sign Requirements

Tenant's signs and storefronts shall be designed in a manner that is not only imaginative but of high graphic quality. Designs which depart from traditional methods and placement are encouraged. In addition, Tenant's signs must be compatible with but distinguished from adjacent and nearby storefronts.



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A. Signs shall be designed as an integral part of the storefront with letter size and location appropriately proportioned to the overall storefront design.

B. The following are prohibited:

1. Signs of box or cabinet type construction in which the background as well as the letters are illuminated.
2. Signs utilizing exposed raceways, ballast boxes or transformers.
3. Sign manufacturer's names, stamps or decals.
4. Signs utilizing luminous-vacuum formed type plastic letters.
5. Signs utilizing painted or non-illuminated letters.
6. Paper, cardboard or styrofoam signs, stickers or decals hung around, on, or behind storefronts.
7. Unedged or uncapped plastic letters without returns.
8. Exposed fastenings.

C. Except as provided herein, no advertising placards, decals, banners, pennants, names, insignias, trademarks or other descriptive material shall be affixed or maintained upon the glass and/or supports of the show windows.

D. Service doors to Tenant areas must have a standard identification (Tenant's name and address number) designed and installed by Landlord at Tenant's expense. No other signage is permitted at service doors.

E. All signs must be controlled by a 24-hour timer and operated during the hours specified by Landlord.

D. Sign Construction Requirements

1. All permits for signs and their installation shall be obtained by Tenant or its representatives.
2. All signs, primary and secondary, shall be constructed by Landlord's designated contractor at Tenant's expense.
3. Tenant shall be fully responsible for work performed by Tenant's Sign Contractor. Sign contractor shall repair any damage to Tenant's or Landlord's property caused by its work.



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4. Sign installation will be coordinated with Landlord prior to commencement of any work by Tenant's sign contractor.
 5. All electrical signs shall bear the U.L. label and must comply with any national and local building and electrical codes.
 6. All conduits, raceways, crossovers, wiring, ballast boxes, transformers and other equipment necessary for sign connection shall be concealed.
 7. Channeled letters, bolts, fastenings and clips shall be of enameling iron with porcelain enamel finish; stainless steel, polished brass or copper; or carbon bearing steel with painted finish. Color or material of channel letter returns must complement storefront finishes. No duranodic bronze returns will be allowed. No black iron material will be allowed.
 8. Sign content shall be limited to Tenant's trade name only. Tenant's customary signature or logo, hallmark, insignia, or other trade identification shall only be permitted at Landlord's sole discretion.
 9. No sign maker's labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance and then shall be placed in an inconspicuous location.
 10. Threaded rods or anchor bolts shall be used to mount sign letters which are not flush with the background panel. Angle clips attached to letter sides will not be permitted.
 11. Material selection, its method of application and its construction details should be consistent with all other storefront design.
 12. All letters shall be fabricated using full-welded construction.
 13. Location of all openings for conduit sleeves and supports in sign panels of building walls shall be indicated by the Sign Contractor on drawings submitted to the Landlord. Sign Contractor shall install same in accordance with the approved drawings.
 14. Landlord shall not be responsible for the removal or fabrication costs of signs, fabricated or installed, which do not conform to the Sign Criteria or do not have prior written approval of Landlord.

2.8 INTERIOR PAINTING AND DECORATIVE FINISHES

- A. Tenant shall provide interior painting, wall coverings and all other finish materials. The use of the following materials are prohibited in Tenant's sales areas and any areas visible to the public:



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1. Simulated or imitation wood grain, brick or stone.
2. Pegboard walls or pegboard fixturing systems
3. Plywood paneling.
4. Reflective wallpaper.

2.9 FURNITURE AND FIXTURES

A. General

1. Tenant shall provide and install all furnishings, trade fixtures and related items. Store fixtures may not exceed 25 lb. point loading on the floor.
2. Tenant shall provide all necessary interior finishes and those storefront finishes not provided by Landlord as indicated in Section 1. Colors of Tenant's signage and interior finishes shall be compatible with each other and with adjacent Tenants.

B. Finishes

1. All Display Zone material shall be durable material and of a high quality and must be approved by Landlord.
2. Reflective wallpaper, vinyl wall covering, wood grained plastic laminates, wood or any type of simulated materials will not be permitted as a finish material in Display Zone construction.

C. Visual Merchandising

The principles and merchandising checklist that follow are intended to guide the Tenant in developing effective merchandise presentations. Using these principles, the Tenant can create a dramatic display zone, which will lead to increased customer interest and sales.

1. Organize merchandise for a strong visual impact as a means to increase sales and to eliminate customer confusion.
 - a. Maintain and emphasize a strong merchandising theme.
 - b. Provide sufficient stock supply for at least eight weeks worth of back up.
 - c. Implement strong color statements to create interest and coordinate related items.
 - d. Separate merchandise by color and size.
 - e. Locate the most recently received merchandise at the entrance and feature the new mannequins.
 - f. Change the merchandise display frequently by rotating stock to highlight the new stock in the display zone, entrances and show windows.



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2. Make sure fixtures are consistent in design style throughout each zone.
 - a. Give special attention to creating defined traffic aisles.
 - b. Fixtures should be of uniform heights within each area
 3. Lighting design is critical to the overall effect of the storefront. Lighting and signage design should hand-in-hand with the design of merchandise displays.
 4. The Tenant and the store manager must refer to the following checklist questions when studying their display zone and visual merchandising presentations.
 - a. Has a simple but powerful display zone/storefront statement been created?
 - b. What color stands out as the color statement?
 - c. Have focal areas been created?
 - d. Has mass merchandising been achieved effectively?
 - e. Has the lighting been targeted and focused to enhance the display zone/storefront statement?

2.10 STRUCTURE

- A. All drilling, welding or other attachment to the structural system must be approved by Landlord in writing before commencement of any work by Tenant. This work must be clearly documented on the Tenant's Drawings to enable Landlord to review the structural integrity of the design. Landlord approval does not relieve Tenant of the responsibility of making this request in writing.
- B. Should an expansion joint occur in the Premises, the Tenant is responsible for maintaining its integrity by designing and constructing the floor, walls, or ceiling to accommodate the expansion joint.
- C. Mezzanine-type structures may be erected as permitted by Code and as approved by Landlord. Existing building services and equipment in Tenant ceiling spaces and on the roof above shall be incorporated into the design. Tenant shall be required to secure the services of a licensed engineer to design mezzanine structures.
- D. Any structure required to support or hang HVAC systems on or from Landlord's building structure shall be designed, fabricated and installed by a registered engineer at Tenant's expense and is subject to review by Landlord's designated Engineer: Kroeschel Engineering Company, 215 West Ontario Street, Chicago, Illinois 60610, Attn: Kevin White, (312) 337-4820.

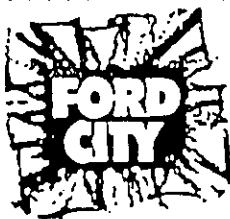


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- E. All storefront framing shall be structurally independent of Landlord's soffit and roof deck and self supporting from the Tenant's floor slab. Tenant may connect to Landlord's soffit or roof deck for finish purposes or lateral support only.

2.11 ROOF

- A. Roof penetrations shall be held to a minimum. All required Tenant penetrations, flashing, counter-flashing and repairs to roofing system shall conform to the project roofing specifications and be made by Landlord's roofing contractor at Tenant's expense after notification to Landlord for written approval. Any structural framing needed because of Tenant's roof penetrations for roof mounted equipment shall be performed, designed, fabricated and installed by Landlord's Designated Contractor, at Tenant's expense so as not to void any roof warranties. All engineering costs for roof top modifications to Landlord's structure are Tenant's responsibility and must be negotiated directly with Kroeschel Engineering, Attn: Mr. Kevin White.

2.12 FLOORS

- A. Carpeting and/or other quality floor coverings, such as ceramic or quarry tile, glazed or unglazed pavers, wood parquet, marble or granite shall be used in sales areas. Vinyl asbestos tile will not be permitted. Vinyl composition tile will not be permitted as a floor finish in areas visible to the public. Tile pavers must be installed in all heavily trafficked areas to create a "runway" where carpeting would be heavily utilized. Carpeting may be rejected if Landlord feels that it will not maintain a good appearance over time.
- B. The Tenant must extend the mall floor tile beyond the lease line into the Premises closure line in order to more suitably blend the dividing line between the Mall and the store. Mall floor material should be extended to the sliding door track, or immediately inside the line of an overhead rolling grille, or to any other point which appears logical in relation to the store layout.
- C. All Tenant finish floor covering materials must be selected or adapted in thickness to exactly match the level of the finished Mall floor.
- D. If necessary, cutting and patching of the floor shall be Tenant's responsibility and expense, and shall require prior written approval by Landlord. All floor penetrations shall be completed by using core drilling only. No trenching or jack hammering is

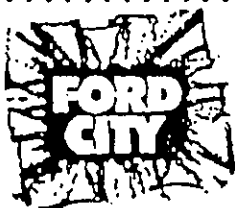


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permitted during mall operating hours and only at the approval of the Landlord. All penetrations must be sealed in an approved watertight manner. Sleeves extending a minimum of 2" must be sealed and caulked to prevent water from passing to the lower level in the level section of the Mall.

- E. Toilet rooms and kitchens shall have waterproofed floors with drains, thresholds and accessible cleanouts. Tenant must provide access to any of Landlord's cleanouts that may exist in Tenant space. All waterproofing shall be Nobel Seal CPE Composite Waterproofing Membrane or equivalent. Use of alternative membrane requires Landlord's approval.
- F. Tenant shall be responsible for filling in and finishing the concrete slab where plumbing stub outs may have been brought in Leased Premises.

2.13 WALLS

- A. Tenant shall provide all interior walls and curtain walls on metal stud construction with all necessary interior lath and plaster and gypsum board (5/8" minimum fire code U.L. listed), including lath and plastering, batting and insulation, and/or dry wall. Landlord's exposed masonry or metal stud demising wall partition. Demising walls between the Premises and adjacent space shall meet underside of the roof deck and be tightly sealed to floor and roof. Tenant shall provide bracing and/or studs as necessary to support wall mounted fixtures. Landlord's roof deck may be used for lateral support only. Cracks, joints and openings in walls are to be filled with appropriate fire resistant materials.
- B. Tenant shall not erect concrete block walls unless applicable to space and approved by Landlord.
- C. Tenant is required to install a one-hour, fire-rated finish to all common duct shafts within their space and a two-hour, fire rated finish to all walls adjacent to exit or service corridors.
- D. All toilet room partitions shall have water resistant gypsum board in addition to required impermeable finishes.
- E. All interior partitions shall be metal stud construction with tape and spackled fire code gypsum board on both sides. All interior partitions shall extend 6" above the finished ceiling line within the Leased Premises or as per code, whichever is greater.
- F. Base molding must be consistent with the color and the finish of the Tenant's interior design scheme and must be installed in all exposed areas at the floor level.



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- G. Tenants who produce excessive noises and vibrations (i.e., music stores, pet shops, coin operated amusement centers, musical instrument showrooms, television stores, etc.) shall sound-insulate demising walls to achieve a minimum STC rating of 50. The right of all Tenants to quiet enjoyment of the Leased Premises will be strictly enforced by Landlord.
- H. If required by Tenant's energy code calculations, Tenant shall provide all insulation on exterior walls.
- I. All steel columns located inside or bordering on Tenant spaces shall receive fire proofing treatment as per applicable codes by Tenant at Tenant's expense.

2.14 DOORS

- A. Where the Premises abut a service corridor, fire corridor or an exterior wall, a 3'-0" x 7'-0" x 1'-3/4", 1-1/2-hour fire-rated hollow metal service door and frame, complete with necessary code hardware shall be installed by Landlord's Contractor at Tenant's expense (see Section 3.5). Should an alcove be required in order to recess the door, alcove area shall be included as part of the Leased Premises. Tenant is required to patch and repair sheetrock around the service corridor frames and make all necessary repairs to Landlord's service corridor wainscoting and base. The doors shall be painted as per Landlord's Criteria. All hardware must meet handicapped code standards as required by the Building Department.

2.15 EXIT REQUIREMENTS

- A. Tenant areas with an occupancy load greater than 50, or having an interior depth greater than 75 feet, or floor area greater than 1,500 square feet are required to have two means of egress. A 44" minimum width corridor must be maintained when exiting is provided through a rear door. (It is expected that half the occupant load of a Tenant space will egress through the rear door.) The occupant load for a typical Shopping Center store is one (1) occupant per 30 sq. ft. of retail sales area, and one (1) occupant per 100 square feet of stock or storage areas. These requirements shall not supersede any requirements or interpretations of the Building Code.

2.16 CEILINGS

- A. Noncombustible ceilings, U.L. approved Class A (one (1) hour rated) or as required by governing codes, on a concealed metal suspension system shall be used throughout the entire Premises. Ceilings must be either concealed spline acoustical tile, acoustical T-bar with 24" x 24" tiles, drywall or plaster construction. Armstrong Second Look ceiling tiles or equivalent may be acceptable.



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- B. Ceilings in the Display Zone must be drywall.
- C. Decorative linear, metal or wood ceilings may be permitted subject to Landlord's approval. Standard 24" x 48" flat acoustical T-ceilings are not to be permitted except in storage and non-sale areas which are not visible to the public. Taped, painted and plaster sprayed gypsum board ceilings shall be used in conjunction with all storefront soffits. The height of all finished ceiling and coves shall not exceed 12'-0" above the finished floor. Where building conditions permit, higher ceilings may be permitted subject to Landlord's written approval. No ceilings shall be lower than 9'-0" A.F.F.
- D. Tenant shall attach its ceiling wires to the structural roof member only. Attachment to the roof deck is only permitted with Landlord's approval. The use of wood or other combustible material above ceilings or in any plenum space is prohibited. Access panels and catwalks required to serve Tenant's sign equipment shall be noncombustible and must be approved by Landlord's structural engineer.
- E. Tenant shall provide 24" x 24" access panels in the ceiling within the Premises at dampers and elsewhere as required by Landlord to provide access to equipment for repairs and maintenance.

2.17 MECHANICAL GENERAL

- A. The Tenant, at Tenant's expense, shall provide and install a heating, ventilating and air-conditioning system complete with all ductwork, registers, grilles, diffusers, fire dampers, insulation, wiring, controls, accessories and connections as per mechanical criteria, graphics and information contained within this Exhibit B. The equipment, HVAC system, calculations, design and installation shall be as recommended in ASHRAE publications and shall meet all code and ASHRAE standards. In addition, Tenant shall submit HVAC unit specifications prepared by the manufacturer.

Air distribution ductwork must be compatible with architectural materials used for ceilings and walls. Diffusers used in lay-in type ceilings must have 24" x 24" face. Wall registers must be the double deflecting type. No penetrations will be permitted through the exterior walls for equipment or piping. All return supply and exhaust systems are the responsibility of the Tenant and are to be contained in the Tenant's space. Tenant's ceilings are to be non-plenum design.



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All HVAC equipment must be mechanically attached to steel channels which shall be approved by Landlord. Vibration isolators are required.

B. Any required modifications to existing systems shall be made by Tenant at Tenant's expense.

C. Tenant and Tenant's Engineer must be completely familiar with the Mall's mechanical system and all regulations pertaining to that system. The design and installation of Tenant's system is subject to Landlord's approval prior to installation. Such approval does not warrant performance of Tenant's distribution system, nor does it warrant the correctness of Tenant's engineering. Tenant's mechanical installation must be complete and according to all governing codes.

If Tenant requires more than 36 BTU per square foot, a supplementary unit is required. In this case, the design, location and installation of system, including any roof top equipment is subject to Landlord's approval prior to installation.

D. Tenant's mechanical engineer is to verify the existing Mall equipment and its location with Landlord. If mall equipment is located in Tenant spaces, Tenant's drawings shall show this equipment for reference and coordination.

E. Tenant shall provide all mechanical equipment necessary in the Leased Premises including, but not limited to, HVAC equipment, dumb-waiters, elevators, escalators, freight elevators, and conveyors, including electrical work for said items. Locations, sizes and design must be approved by Landlord in writing prior to installation. All roof cuts, openings, flashing and counterflashing shall be performed by Landlord's roofing contractor at Tenant's expense. Tenant shall install equipment only at locations where structural reinforcements are provided.

F. Tenant shall provide all required structural reinforcing for additional loads imposed by Tenant's HVAC equipment suspending from Landlord's equipment structures. Reinforcing details and calculations must be supplied by Tenant's engineer and shall be subject to the written approval of Landlord prior to commencement of construction. Tenant's plans and specifications shall indicate all equipment mounting details and indicate location of unit within Landlord's vaulted ceiling.

G. Outdoor Air Requirements

Design for outdoor air and associated outdoor air duct sizing shall be designed to achieve maximum air quantity equal to the greater of that required by code or Landlord's design requirements.



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H. Chilled Water Requirements

1. The Landlord will supply sufficient chilled water to maintain 72° F. space temperatures based on the following load data:

Total load/ sq. ft.	36 BTUH per square foot
Chilled water supply	45°F
Chilled water return	55°F

2. Loads in excess of the above will be absorbed by Tenant installed and supplied systems if approved by the Landlord.
3. Tenant shall provide an open site drain for chilled water coil condensate drainage.

I. Hot Water/Heating Requirements

1. Landlord will supply sufficient hot water requirements to preheat minimum code outdoor air from -10°F to 72°F.

Hot water supply temp:	160°F
Hot water return temp:	140°F

2. Heating piping shall include three-way valves and circulation pumps to maintain full design GPM through coil whenever coil air temperatures are less than 40°F.
3. Loads in excess of the above will be absorbed by Tenant installed and supplied systems upon approval of Landlord.
4. Where heating and cooling requirements exceed specified loads, Tenant shall install systems independent of Landlord's heating and cooling system, at Tenant's expense, of size and type approved by Landlord.

- J. Tenant shall provide fire dampers in accordance with code where ductwork passes through party walls, service corridor walls or other fire separations. Said installation shall accommodate complete access with access panels to all valves, dampers and similar service devices, including those required by Landlord for testing, balancing, and servicing.

- K. Tenant shall provide condensate lines for refrigeration and/or air conditioning unit terminate in accordance with the requirements of authorities with jurisdiction and Landlord's Insurance Underwriters. Tenant shall supply open site drain for chilled water coil condensate drainage.

- L. Tenant shall provide complete electrical power wiring to HVAC equipment from Tenant's electrical panel including a properly sized circuit breaker.



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- M. Tenant shall enclose any Tenant-required duct shafts located outside the Premises with a two-hour, fire-rated partition. Landlord must approve and designate the locations of any Tenant-required duct shafts located outside of the Premises.
- N. All equipment shall be identified with updated engraved bakelite nameplates, distribution panels, motor starters, lighting panels and push button starters. All circuits shall be properly identified on all panels.
- O. Equipment and Materials
1. Air handling systems shall be of a quality equal to or exceeding that of Trane, Carrier or Temtrol.
 2. Coils shall be fabricated using copper tubes, flat aluminum fins and galvanized casings with a minimum of six (6) rows and a maximum of eight (8) fins per inch.
 3. Filter Systems shall include 2" pleated filters, Barr 30/30 or equal.
 4. With sheetmetal construction and materials, housings shall have removable coil access panels or doors.
 5. Pipes, valves and fittings at 2" valves and smaller shall be Appollo ball valves or equal. For valves 2 1/2" and larger, use Dezurik butterfly valves or equal. Hot water and chilled water systems shall include balancing valves. Use bell and gossell circuit setter or the equivalent.
 6. Chilled water pipe insulation shall be fiber glass of 1" minimum thickness with vapor seal on all service jackets. Hot water pipe insulation shall be fiberglass of 1/2" minimum thickness. All service jacket duct wrap shall be foil back fiberglass of 1-1/2" thickness and 3/4 lb per square foot density.
- P. A complete air balance report shall be submitted to Landlord not more than two weeks after opening for business.

2.18 TENANT CONTROLS

- A. Tenant shall provide a complete temperature control system as outlined by the following criteria and as specified in the Criteria Graphics:
1. In Tenant spaces up to 5,000 square feet, temperature control systems shall consist of a pneumatic space thermostat which shall be Johnson Controls T-4002 or equivalent.



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2. Temperature controls for fan systems supplying Tenant spaces larger than 5,000 square feet shall be Johnson Controls DSC 1000 digital controller and associated hardware as approved by Landlord.

3. The fan controls shall consist of the following:

A19ABC-24	- Outdoor changeover, hot water pump, set 45°F
A11A-1	- Freeze-stat, supply fan, set 40°F
V11HAA-109	- E.P. valve, O.A. damper interlock
D3153	- Outside air damper actuator
V3970	- N.C. chilled water valve, 9-13# spring
V3754	- N.O. hot water valve, 3-6# spring

4. Landlord's designated contractor shall install one (1) 1/4" compressed air line at Tenant demising partitions for use with pneumatic control system.

2.19 TOILET EXHAUST SYSTEM

A. Any odors emanating from the Premises must be mechanically vented to the exterior of the building so as to prevent odors in both the Premises and adjacent areas.

B. Tenant's exhaust systems shall provide the exhaust air capacities as required by code. Independent make-up air systems shall be installed by Tenant as required by code; however, no Mall conditioned air shall be used as make-up for any air exhausted from the Premises. All toilet room exhaust fans must be electric motor driven and provided with back draft damper interlocked with light switch and connected to the master toilet exhaust duct system or a separate system provided and installed by Tenant. No exhaust or vent will be located within 15' of any rooftop supply or air intake. Height of exhaust and make-up air hood(s) shall not exceed 1'-8" above roof, except as may be required by code. Hoods shall be located so as to prevent being visible from surrounding areas. An additional duct extension on the fan discharge may be required at expense of Tenant if odors become a problem.

2.20 SPECIAL EXHAUST SYSTEMS

A. Maximum Exhaust Air shall be based on codes and special requirements. Food or other odors from kitchen, food preparation area, dining room and/or cafeteria areas must be exhausted to exterior through Tenant-furnished and installed exhaust fan (see Ford City Food Court Criteria). The location of the exhaust fan



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shall be no less than 15'-0" from any air intakes so as to avoid contaminating air supplied to other Tenants. If odors are evident within the mall, an additional duct extension on the fan discharge may be required. Exhaust duct and fan location shall be submitted to Landlord for approval.

2.21 ELECTRICAL

A. All modifications to existing system shall be made by Tenant at Tenant's expense. The connection for service and modifications to the existing and/or new mall electrical service system shall be directed and coordinated by Landlord's engineer.

C. Installation shall conform to the following:

1. Transformers shall be the dry type (480 volt, 3-phase, 3-wire primary; 120/208 volt, 3-phase, 4-wire secondary). If transformers are 30 KVA and over, they must be insulated with NEMA Class H insulation, or with NEMA Class F insulation if transformers are below 30 KVA.
2. Main distribution switchboards shall be of the fused switch type for service entrance duty. Switches rated at fusible 600 Amp and below shall be Quick-Make/Quick-Break (QMQB) heavy duty type.
3. Distribution panels shall be of the fused switch type, with QMQB switches. Lighting panelboards shall be 120/208 volt, of the circuit breaker type, all utilizing branch bolted breakers.
4. All fluorescent, incandescent or H.I.D. lighting fixtures in Tenant's Display Zone, other than track type and decorative fixtures, shall be recessed. Fluorescent fixtures must have egg-crate diffusers or parabolic reflector lenses. Acrylic prismatic lens covers are not allowed. Bare lamp fluorescent or incandescent fixtures may not be used in areas visible to the public. Connections to all devices in Tenant's public areas shall be concealed.



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5. Plans and specifications shall include riser diagrams, circuit breaker panel description and layout, and electric load calculations. All equipment shall be identified with updated engraved bakelite nameplates, distribution panels, motor starters, lighting panels, and push button stations. All circuits and all panels shall be properly identified.
6. Electrical plans submitted for approval must have all load requirements detailed and must include complete panel, lighting fixtures and equipment schedules. Landlord's approval of electric plans is not to be interpreted as statement of compliance with code requirements. Maximum electrical capacity provided by the Landlord at the metering point will be 15 watts PSF. Service requirements beyond those herein specified will be at Tenant's expense.
7. Tenant's electrical drawing submissions must include a tabulation of electrical loads including quantities and sizes of lamps, appliances, signs, water heaters, etc., and KW demand for each installed item. A complete electrical panel schedule is required for each installation. (See Criteria Graphics.)
8. Tenant's Electrical Contractor shall comply with the latest edition of the Chicago Electrical code Bureau of Electrical Inspection and all local codes and ordinances.
9. Tenant shall furnish and install directional signs and emergency lighting as required per applicable building codes.
10. All sign and show window illumination shall be controlled by a time clock.
11. Aluminum wiring is not permitted. All wiring by Tenant shall be copper or as provided by Code.
12. Tenant shall provide a separate night lighting circuit for after hours illumination as required.
13. All showcases and display windows must be adequately lit and ventilated. Direct visual exposure of incandescent bulbs and/or fluorescent tubes in showcases and display windows is prohibited.
14. Motor control shall be fused switch type with magnetic starters, with pilot light for each motor and with handoff/automatic switch or with start/stop pushbutton switch for each motor.



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15. All wiring devices shall be specification grade including duplex grounding type convenience outlets and 20 Amp wall switches.
 16. Conductors shall be all copper with Type TW insulation for No. 10 and smaller and with Type THW insulation for No. 8 and larger. No conductors shall be smaller than No. 12. On 120-volt circuits longer than 100 feet from panel to center of load, No. 10 conductors shall be used. On 277-volt circuits longer than 200 feet from panel to center of load, No. 10 conductors shall be used.
 17. All wiring including all low voltage wiring shall be run in metal raceways consisting of rigid galvanized steel conduit, rigid aluminum, or EMT. No aluminum conduit shall be in contact with concrete. For EMT, only compression type fittings shall be used.
 18. Battery operated type emergency lighting and exit signs shall be provided by Tenant as required in specified locations.
 19. Grounding shall be provided to meet code requirements. Tenant shall provide continuous grounding and ground fault protection as may be prudent or required by codes and ordinances.
- D. Any costs associated with the review of connected load calculations by outside consultants will be at Tenant's expense.
- E. Tenant shall arrange with local power company for installation of their electric meter; contact Mr. Phil James, Commonwealth Edison, 312/838-4149.

2.22 TELEPHONE SERVICE

- A. Landlord shall provide conduit from the mall telephone central distribution point to an area at or near boundary of the Leased Premises. Tenant is required to use Landlord's designated contractor for telephone connection and cabling to Leased Premises from Landlord's central distribution points. Tenant shall furnish and install all telephone equipment, interior conduit, outlet boxes and make all necessary arrangements directly with the designated company for service. Landlord's designated contractor is Southside Telephone Company; contact Howie Robson, 312/599-8555.



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2.23 DOMESTIC WATER

- A. General: Landlord shall provide domestic cold water supply at or near the boundary of the Leased Premises. The size and location for the point of service will be indicated on the Tenant space layout. The water service will terminate with a valved connection. Tenant shall connect at this point, install water meter with remote readout and extend service according to Tenant requirements. Remote readout is to be located per Landlord instructions.
- B. Stub-in: Stub-ins may or may not be located within the Premises. All Domestic water runs shall be insulated to prevent condensation. Large water consumers (such as food preparation establishments), in the judgement of Landlord, shall furnish and install a water meter conforming to American Water Works Association specifications for domestic service. If a meter is required, it shall be installed in an area easily accessible by Landlord's personnel.
- C. Meters: Water meter shall conform to the City of Chicago Water Department Requirements. Meter will be with remote readout and be installed by Tenant at Tenant's sole expense in an area easily accessible by Landlord's personnel. Charges shall reflect rates charged by the water utility servicing the Shopping Center, including taxes and surcharges.
- D. Insulation: All runs downstream of Landlord's valve shall be insulated to prevent condensation.
- E. Installation: Tenant shall install air chambers or shock absorbers in piping system to prevent noise and damage due to water hammer. All branch piping shall have accessible service valves.
- F. Heat Tracing: Tenant shall provide insulation and heat tracing of all sanitary and water lines installed by Tenant which may be located in areas subject to freezing temperatures. Such tracing shall be labeled and thermostatically controlled from Tenant's electrical system with an unswitched fused panel.
- G. Water heating: Tenant shall install a minimum of six (6) gallon electric water heaters. Heater shall be U.L. listed and City of Chicago approved. Tenant shall provide hot water recirculation piping and pumps if necessary to adhere to good engineering practice and/or City code requirements. All relief piping for hot water heaters shall meet code and be piped to floor drains.
- H. Calculations: Tenant shall submit calculations to Landlord that show the basis of capacity or size selections of all equipment and piping.



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2.24 PLUMBING

- A. Stub-ins may or may not be located within the Premises. Stub-in locations must be verified in the field. Tenant may relocate stub-ins at Tenant's expense, with the prior written approval of landlord. If Tenant's design does not work with stub location established by Landlord, Tenant shall extend or relocate existing stub and install required plumbing per Tenant's final approved plans, at Tenant's expense.
- B. Tenant shall furnish and install all required toilet and lavatory fixtures, partitions, lighting fixtures, mechanical exhaust systems, towel cabinets, soap dishes, hand driers, deodorizers, mirrors and other items required by code.
 - 1. Tenant shall provide Handicapped accessible toilet facilities within their Leased Premises, as per Chicago City Code at Tenant's sole expense. Tenant shall install a minimum of one (1) water closet, one (1) lavatory and one (1) floor drain and/or as required by the City of Chicago Plumbing Department and connect to Landlord's sanitary sewer, all at Tenant's expense. Sanitary sewer taps will be provided by Landlord.
 - 2. Tenant is encouraged to locate toilets in areas where sewer stubs are provided.
 - 3. Tenant shall procure all necessary permits for the plumbing system. Tenant shall also arrange and pay for all necessary inspection fees, sewer taps and permits for all work installed by Tenant.
- C. Tenant shall install only commercial quality plumbing fixtures as required by applicable codes, including a properly sized water meter. Tenant shall make required utility deposits. Water closets shall be tank type only. (No flush valve water closets are allowed unless approved by the Landlord.)
- D. Tenant is required to insulate all domestic water lines to prevent condensation within the two level section of the Mall; lower level Tenants must insulate all sanitary lines above the ceiling.
- E. Grease interceptors will be required for all sinks or any grease-producing appliances discharging into the waste system. Tenant shall be responsible for the proper care, cleaning and maintenance of the grease interceptors and any piping required. Grease interceptors may be located only within the Premises and as approved by the Landlord and in accordance with City of Chicago and all governing codes.



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- F. All roof vent penetrations must be flashed with 4-lb. seamless lead flashing and counter flashing sleeve. All roofing work will be performed by Landlord's roofing contractor at Tenant's expense.
- G. All toilet rooms and kitchens shall have a floor drain and accessible clean-outs with trap primer or adjacent hosebib. Local codes and Landlord's local authority shall govern these. Tenant shall provide access to all Landlord clean-outs that may occur in Tenant's space.
- H. All plumbing systems which extend out of Tenant's space into adjacent or lower level spaces must be approved by Landlord.
- I. Main level Tenants shall provide all required floor penetrations for connecting plumbing to sanitary sewer stubs. All penetrations (pipes, conduits, etc.) passing through the floor slab shall be sleeved with top of sleeve 2" above finished floor. All floor penetrations shall be sealed in an acceptable manner to prevent penetration of odors or liquids to spaces below.
- J. All horizontal sanitary sewer lines installed by Upper Level Tenants above the ceiling of a Lower Level Tenant shall be insulated to prevent condensation damage to finished ceiling.
- K. All plumbing work must be installed according to local codes. Landlord's approval of Tenant's plans is not to be interpreted as a statement of compliance with code requirements.
- L. Materials

1. Pipes and fittings

Sanitary sewer and waste, suspended within the building: For 2" and over, use standard weight cast iron, coated bell and spigot type or Clow threaded cast iron, IPS type. For 1-1/2" and under, use galvanized wrought iron cast fittings, or type DWV copper with cast copper fittings with sweat joints.

Vent and revent piping: Use schedule 40 galvanized piping with cast iron drainage fittings, or type DWV copper with cast copper fittings with sweat joints.

Hot and cold water and piping (not buried underground): Use schedule 40 black steel galvanized pipe, galvanized malleable iron threaded fittings, or Type L hard copper with wrought copper fittings using sweat joints. Use Dielectric unions between copper and steel connections.

Underground hot and cold water piping: For 2" and smaller, use type K hard copper. Use Dielectric unions as required.



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Cold water service piping: For 2" and smaller, use type K hard copper. For 3" and larger, use Clow Class 53 cast iron water main piping with mechanically sealed joints.

Note: P.V.C. piping is not permitted for any piping system.

2. Cleanouts

All cleanouts must be full size of pipe with a maximum size of 4".

3. Valves and Cocks

Gate valves: For 2" or smaller, use 125# all bronze, solid wedge, union bonnet rising stem Jenkins No. 47-U, Walworth or Crane. For 2-1/2" or larger, use 125# flanged, iron body, bronze trim, non rising stem Jenkins No. 326, Walworth or Crane.

Globe and Angle Valves: For 2" or smaller, use 150# all bronze, composition disc., Jenkins No. 106-A, Walworth or Crane. For 2-1/2" or larger, use 125# flanged, iron body, bronze trim, composition disc., Jenkins No. 142, Walworth or Crane.

Check valves: For 2" or smaller, use 125# all bronze, swing check, Jenkins No. 902 or Walworth or Crane. For 2-1/2" or larger, use 125# iron body, bronze trimmed horizontal swing check Jenkins No. 624, Walworth or Crane.

4. Drains

Floor Drains: Service areas cast iron body, sediment bucket with bypass drainage and cast iron grate, coated; Zurn 2542, Josam 5450 or Smith 2240.

5. Insulation

- a. Insulation shall be that manufactured by Owens-Corning, Gustin-Bacon, Pittsburgh Plate & Glass Company, or Johns-Manville.
- b. All hot and cold water piping including all piping in pipe chases, shall be covered with 1/2" minimum 3-1/4" lb. density fiberglass insulation with factory applied white, flame resistant vapor barrier jacket.
- c. Insulate all valves and fittings, except unions with glass fiber and 6 oz. canvas jacket. Taper, seal and cover all insulation endings.



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- d. All horizontal runs, except those underground in the sanitary storm and waste sewers, and all fittings including sumps, shall be covered the same way as cold water piping is covered except using 1/2", 3-1/2 lb. density fiberglass insulation with factory applied white flame-resistant vapor-barrier jacket (except unions) with insulating cement to a thickness of the pipe covering and finish with a 6 oz. canvas jacket. Pencil taper, seal and cover all insulation endings.

6. Chlorination of Water Piping

The domestic water piping system shall be filled with a solution containing 50 parts per million of chlorine and allowed to stand for not less than 6 hours before flushing. Chlorination shall be performed after all piping and final connections and pressure tests have been completed. If after the pipes have been chlorinated, the pipes have to be dismantled, the chlorination process must be repeated.

- M. Tenant shall be responsible for additional plumbing fixtures not listed here as may be required by code and by Health and Building Department which have jurisdiction.

2.25 FIRE PROTECTION

- A. Any modifications to Landlord's existing alarm system must be approved in writing by Landlord's engineer. Shop drawings for alarm and smoke detector system modifications should be included in Tenant's design submission for Landlord's approval as outlined below.
- B. Tenant shall submit drawings for Landlord approval before installation of alarm and smoke detector system. It is the responsibility of Tenant's contractor to secure all fees and permits and to meet all Code requirements.
- C. Tenant's alarm system shall be designed as follows:
1. All wiring shall be provided in conduit.
 2. Alarm and smoke detector system shall be designed and installed per NFPA #72 standards and the Chicago Building Code.
 3. Connection from Tenant's alarm and smoke detector system and Zone Alarm Modular (ZAM) unit shall be made by Landlord's designated Contractor at Tenant's expense. Tenant is to contact Terry Manning at Hornaday Manning Company, 312/596-7770 for this connection.

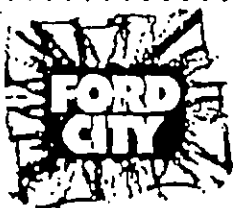


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4. Tenant's smoke detectors shall be Autocall model NID-68-AE or equivalent.

D. Tenant's licensed Fire Alarm System Contractor must provide Landlord with shop drawings (one (1) sepia and three (3) prints) detailing the modification to the existing system. Work shall not commence until Landlord has received and approved Tenant's Fire Alarm System Shop drawings.

E. Tenant shall furnish and install fire extinguishers in accordance with the following requirements:

1. Class 2A:10B:D f-pound capacity portable fire extinguishers for each 3,000 square feet of floor space or increment thereof. Extinguishers shall be located within 75 feet of any point in the Leased Premises.

2. Installation shall be per current NFPA Pamphlet No. 10, in full view in an accessible, clearly marked location.



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III
PROCEDURE FOR CONSTRUCTION
OF THE LEASED PREMISES
BY TENANT

3.1 GENERAL REQUIREMENTS

A. Tenant shall commence construction of the Leased Premises within fifteen (15) days after final approval of plans and shall diligently proceed to completion in an expeditious manner. Delays of commencement of construction may only occur with Landlord's special approval.

B. Construction may not commence until final plans and specifications have been approved by the Landlord and required documents and fees are submitted to Landlord's local Management Office. Prior to beginning any construction, Tenant's Contractor shall arrange for an orientation meeting with the Landlord's local Management Office where all items requested of Tenant's Contractor will be turned over to Landlord including:

- Original Insurance Certificates
- Copy of Permits
- List of Subcontractors
- One-time Construction Fees Including \$500 Debris Deposit and Electrical Fee of \$.25 per square foot (See Section 3.7 for further information.)

C. Tenant's Contractor(s) may build only from Landlord approved plans and specifications. No deviation from Tenant's approved plans and specifications shall be permitted without prior written approval by Landlord. Any construction problems must be made known to Landlord immediately. Landlord shall not be responsible for the cost of removal, refabrication or reinstallation of materials, fixtures or finishes which do not conform to the approved plans and specifications.

D. After final approval of Tenant's plans, any further architectural reviews resulting from Tenant's requests for additional changes shall be at Tenant's cost. No such review shall be undertaken until such costs have been paid by Tenant to Landlord.

E. A copy of the approved final plans and specifications must be in the Leased Premises at all times during construction. All construction is subject to Landlord's final approval.



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F. It is the responsibility of the Tenant to make their Contractor fully aware of the rules and guidelines contained in this Exhibit. Landlord will not be responsible for any costs incurred by Tenant resulting from their Contractor not complying with or not fully understanding these guidelines.

G. These guidelines are to be posted in a conspicuous location on the construction site.

H. All Contractors must be bondable, unionized, licensed contractors, capable of performing quality workmanship and working in harmony with Landlord's General Contractor and other contractors on the job. All workers must be unionized unless Landlord gives specific permission to the contrary.

I. Tenant's Contractor hereby acknowledges that the Shopping Center is open and operating and that Tenant or Contractor will not interfere with the orderly business of the Shopping Center, will not perform work or store materials outside of the Leased Premises, will keep the adjacent areas clean and dust free, and will park vehicles in areas designated by Landlord. Normal mall hours are 10 a.m. to 9 p.m. Monday through Friday, 10 a.m. to 6 p.m. Saturday, and 11 a.m. to 5 p.m. Sunday. Construction which creates excessive noise may be rescheduled by Landlord at his sole discretion. Tenant's or Contractor's personnel shall not loiter in the Common Areas.

J. Tenant and Contractor hereby acknowledge that the Landlord may be performing work in and around the Premises concurrent with Tenant's Work. Contractor will make every effort to coordinate work with work of Landlord's contractors designated as Landlord's Work at Tenant's expense. Upon notification by Landlord or Landlord's General Contractor, Tenant or Contractor shall arrange its (their) construction schedule to accommodate Landlord's Work.

K. Tenant's Work shall be coordinated with that of Landlord and other tenants in the Shopping Center to such extent that Tenant's Work will not interfere with or delay completion of other construction work in the Center.

L. Landlord, its agent(s), its contractor(s) or an authorized utility company shall have the right to locate or relocate, both vertically and horizontally, utility lines, air ducts, flues, refrigerant lines, drains, sprinkler mains and valves, and such other installations, including access panels for same, within the Premises, as deemed necessary by such agent, contractor, or utility company because of design and/or Code requirements. Landlord's right to locate such installations within the Leased Premises shall include facilities required by other Tenants.

M. All construction by the Tenant shall comply in every respect with applicable building codes, fire codes and underwriter's codes and shall be completed in a first class, workmanlike manner.



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N. All construction shall comply with all applicable Federal, State, County, and/or City statutes, ordinances, regulations, laws, building codes, fire codes, and underwriter's codes. All required building and other permits in connection with the construction of the Premises shall be obtained and paid for by Tenant.

O. Tenant shall have sole responsibility for compliance with all applicable statutes, codes, ordinances, and other regulations for all work performed by or on behalf of Tenant on the Premises. Landlord or Landlord's agent's or representative's approval of Tenant's Working Drawings or of Tenant's Work shall not constitute an implication, representation, or certification by Landlord that said Working Drawings or Tenant's Work are in compliance with said statutes, codes, ordinances, and other regulations.

P. Tenant and its Contractor must comply and conform to all of the requirements of the Occupational Safety and Health Act (OSHA) and no exceptions will be allowed. This includes, but is not limited to, proper exiting, exit lighting, sprinkler systems and fire extinguishers.

Q. Tenant shall comply with any existing or future City, State, County, or Federal regulations or legislation regarding the control of pollution and energy as it applies to Tenant's operations.

R. Tenant shall comply with latest Environmental Protection Agency requirements covering the lighting of retail stores and restaurants.

S. Tenant and Contractor shall enter into a contract or contracts (hereinafter collectively called the "Contract") wherein Contractor shall agree to complete and finish Tenant's Work in accordance with the approved plans and specifications and the terms of the Lease. Said Contract shall be in the form of the current edition of Document A101 of The American Institute of Architects and shall provide, among other things, the following:

1. that notwithstanding anything contained in the Contract to the contrary, Contractor will perform the work and furnish the required materials on the sole credit of Tenant; that no lien for labor or materials will be filed or claimed by Contractor against the Shopping Center premises of which the Premises are a part or against the Premises. In the event that a lien is filed, Contractor will immediately discharge any such lien filed or claimed by any suppliers, laborers or subcontractors, and Contractor will indemnify and save Landlord harmless from any and all costs and expenses, including reasonable attorney's fees suffered or incurred as a result of any such lien that may be filed or claimed in connection with or arising out of work undertaken by Contractor.



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2. that Contractor shall furnish and pay for: 1) a bond of a bonding company, licensed to do business in the state where the Premises are located, assuring the performance of the Contract and payment of all obligations arising thereunder, in such form as Landlord may approve and wherein Landlord is named as co-obligee; or 2) a guarantee of such construction in such form as Landlord may approve; or 3) a letter of credit in the full amount of the Contract sum issued by a banking organization operating under Federal or State laws, in such form as may be satisfactory to Landlord.

3. that upon completion of the work covered by the Contract, Contractor shall furnish a letter addressed to Landlord from Landlord's roofing contractor for the Shopping Center stating that the work performed in the Premises is in accordance with the plans and specifications and has not affected the bondability and/or guarantee of the Shopping Center roof. Failure to provide such a letter is a default and shall entitle Landlord to all rights and remedies contained in the Lease.

4. Tenant shall arrange with the Mall designated trash removal company to remove and dispose of all trash, waste and debris resulting from its work in the Premises, adjacent spaces, service corridors and loading docks during construction. Debris must be removed on a daily basis. Tenant or Contractor shall furnish to Landlord a copy of the agreement evidencing such arrangement. The Tenant and Contractor shall maintain the Premises in a clean and orderly condition during construction and stocking. All unused construction material, equipment, shipping containers, packing debris and other waste must be kept entirely within the Premises. Service corridors must remain free of debris at all times. (See Section 3.7.)

The Tenant or the Tenant Contractor shall deliver to Mall Management a Cashier's Check or Money Order in the amount set forth in the Construction Damage Deposit Schedule in the Contractor Guidelines. The deposit will be refunded within 45 days after Landlord has fully certified that no expense claims are outstanding and that the Contractor has completed the construction of the Leased Premises in accordance with the Lease and all criteria, standards, and approvals issued by Landlord. No exceptions will be made regarding this policy.

5. Tenant or Contractor shall obtain its own electric and water meters. But, if Landlord gives permission for a Tenant to use Landlord's utilities during construction, Tenant shall reimburse Landlord for temporary electric and water service for the period commencing upon the date of issuance of Tenant's building permit and ending upon the date of issuance of Tenant's "signed off" Building Department inspection card. (See Section 3.7.)



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6. Tenant shall cause Contractor to provide warranties for not less than one year against defects in workmanship, materials, and equipment.

7. Tenant shall cause Contractor to provide in the Contract that Contractor agrees to indemnify, defend, and hold harmless Landlord and Landlord's beneficiaries and their agents and employees from and against all claims, liabilities, losses, damages, and expenses of whatever nature including those to the person and property of Tenant, its employees, agents, invitees, licensees, and others arising out of or in conjunction with the performance of Tenant's Work except to the extent same may arise out of Landlord's or Landlord's beneficiaries' or their agents' or employees' negligence, it being understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth in this document and shall not be in discharge of or in substitution for same.

T. All such work shall be performed in a first-class, workmanlike manner and shall be in a good and usable condition at the date of completion thereof. Tenant shall require any person(s) performing any such work to guarantee the same to be free from any and all defects in workmanship and materials for one (1) year from the date of completion thereof. Tenant shall also require any such person(s) to be responsible for the replacement or repair, without additional charge, of any and all work done or furnished by or through such person(s) which shall become defective within one (1) year after substantial completion of the work. The correction of such work shall include, without additional charge, all expenses and damages in connection with such removal, replacement, or repair of any part of the work which may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's work, shall be contained in the contract or subcontract, which shall be so written that such guarantees or warranties shall insure to the benefit of both Landlord and Tenant, as their respective interests appear and be directly enforced by either.

U. Upon completion of construction of Tenant's Premises, Tenant shall submit a Contractor's Affidavit indicating total cost of leasehold improvements, Certificate of Occupancy and Final Waiver of Lien from General Contractor, all subcontractors, major material suppliers and Tenant's Architect.

V. Tenant agrees to conduct its employee labor relations in such a manner as to avoid all strikes, picketing and boycotts, of, on, or about the Premises and the Shopping Center. Tenant further agrees that if, during the period of initial construction of the Premises by Tenant, any of its employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established or conducted or carried out against Tenant or its employees, or any of them, on or about the Leased Premises or the Shopping Center, Tenant shall immediately close the Premises to the public and remove all employees therefrom until



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the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.

W. All existing materials, fixtures and equipment planned to be reused must be of quality level equivalent to new and are subject to Landlord's approval. Used materials other than those which are existing on the Premises will not be permitted. Any damaged materials must be replaced as directed by Landlord.

X. Mezzanine Storage structures, roof top structures, HVAC units, or any other structural alterations, including safes, may be permitted but must be properly supported. Installation is subject to structural limitations at each location and Landlord's approval. Tenant shall submit structural design and calculations for each planned location which will be reviewed by Landlord's structural engineer. The cost of said review shall be reimbursed by Tenant promptly upon receipt of bill for same. Additionally, Tenant shall bear the cost of all modifications to Landlord's structure to support any modification designed. Landlord, at its sole discretion, may prohibit the installation of any proposed modification to structure at any location.

Y. A store may only be stocked after the Merchant Coordinator and mall management team have inspected, reviewed and approved the Tenant's work.



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3.2 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR TENANT CONSTRUCTION PROJECTS

- A. The insurance requirements set forth in this section shall supplement and in no event limit the indemnification and insurance requirements contained in the body of the Lease Agreement.
- B. Tenant shall secure, pay for and maintain, or cause its Contractor(s) to secure, pay for and maintain during construction and fixturing work, insurance in the amounts set forth herein. Tenant and Landlord shall not permit Contractor to commence any work until all required insurance has been obtained and certificates of insurance have been delivered to Landlord.
- C. General Contractor's and Subcontractor's Required Minimum Coverages and Liability:
1. Worker's Compensation, as required by State Law, and including Employer's Liability Insurance with a limit of not less than \$1,000,000 and any insurance required by an Employee Benefit Act or other statutes applicable where the work is to be performed which will protect Contractor and Subcontractors from any and all liability under the aforementioned acts.
 2. Commercial General Liability Insurance (including Contractor's Protective Liability) with limits not less than \$4,000,000 per occurrence, covering bodily injury (or death resulting therefrom) and property damage (including the loss of use). Such insurance shall provide for explosion, collapse, underground coverage and products or completed operations coverage. Such insurance shall insure Contractor against any and all claims for bodily injury, including death resulting therefrom and damage to or destruction of property of any kind whatsoever and to whomsoever belonging and arising from these operations under the Contract and whether such operations are performed by Contractor, Subcontractors, or any of their Subcontractors, or by anyone directly or indirectly employed by any of them.
- The above-mentioned liability limits can be made up of a combination of a primary Commercial General Liability policy and an Excess/Umbrella Liability policy.
3. Commercial Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned, in the following amounts: Combined Single Limit \$1,000,000
- D. Such insurance shall insure the Contractor and/or Subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others caused by accident and arising from their operations under the Contract and whether any such operations are performed by Contractor, Subcontractors, or any of their Subcontractors, or by anyone directly or indirectly employed by any of them.
- E. All insurance certificates must indicate the Tenant name, the space number, the Mall name and the Mall address.
- F. All such insurance policies shall list additional insureds *exactly* as follows:
- Mall Owner, and The Rubin Organization, Inc.
- G. Worker's Compensation Insurance shall contain an endorsement waiving all rights of subrogation against Mall Owner, and The Rubin Organization, Inc.
- H. Cancellation Notices shall be sent to Mall Management at least 30 days prior to the date insurance is no longer in effect.



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3.3 LANDLORD'S PUNCHLIST

A. Prior to the completion of Tenant's construction and fixturing work, Landlord shall inspect the Premises and, if such Premises are acceptable, Landlord shall allow Tenant to remove the temporary construction barricade from in front of the Premises and shall issue a Landlord's Letter of Acceptance (Punchlist) of said Premises. Failure to qualify for such letter shall result in the construction barricade remaining in place and shall constitute a default by Tenant. The issuing of such a letter shall be contingent upon all of the following:

1. The satisfactory completion by Tenant of the work to be performed by Tenant in accordance with the plans and specifications, as approved by the Landlord, including correction of deficiencies and inconsistencies with approved plans and specifications as outlined on the Punchlist. Within thirty (30) days of receipt of the Punchlist, Tenant will complete all work as noted on the punchlist unless otherwise agreed upon by Landlord and Tenant. All deficiencies contained on the Punchlist must be remedied by Tenant to the satisfaction of the Landlord by the respective dates set forth on the Punchlist. Failure to do so by the date set forth will constitute a default by Tenant and will require the Tenant to close its store if it is already open.



EXHIBIT • B

CONSTRUCTION INFORMATION
AND DESIGN CRITERIA
M A I N M A L L

2. Tenant furnishing Landlord with all final Waivers of Lien and affidavits from all persons performing labor and/or supplying materials in connection with such work showing that all of said persons have been paid in full.

3. Submittal by Tenant to Landlord of warranties for not less than one year against defects in workmanship, materials and equipment.

4. Payment in full by Tenant of all sums due Landlord for items of work performed by Landlord on behalf of Tenant.

5. The submission of the Tenant's completed card by the Building Department of permanent Certificate of Occupancy and all other permits and/or licenses required by the municipality or any other agencies having jurisdiction.

3.4 LANDLORD'S RIGHT TO PERFORM WORK

A. Landlord shall have the right to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof plus a fifteen percent (15%) administrative charge any and all of Tenant's Work without limitation which Landlord determines in its sole discretion should be performed immediately or on an emergency basis for the best interests of the Shopping Center. This includes work which pertains to structural components, mechanical, and general utility systems, roofing, and the removal of unduly accumulated construction material and debris.

3.5 PAYMENTS BY TENANT

A. Except as provided otherwise in this Lease, Tenant shall pay Landlord all sums due for work performed or expenses incurred by Landlord on behalf of Tenant as outlined in the Contractor Guidelines.



EXHIBIT • B

CONSTRUCTION INFORMATION
AND DESIGN CRITERIA
M A I N M A L L

7. Construction barricade provided by Tenant

8. Landlord's design, mechanical and electrical review fee as per the following schedule:

Kiosks and stores up to 1,000 sq. ft.	\$1,000.00
1,001 to 3,000 sq. ft.	\$1,250.00
3,001 to 7,500 sq. ft.	\$1,500.00
7,501 sq. ft. and over	\$2,000.00

Note: These amounts are subject to change at the discretion of the Landlord to reflect changes in Landlord's costs.

- B. Tenant shall pay Landlord upon issuance of an invoice thereof for all sums due under this section.
- C. The amount, if any, of any additional costs incurred by Landlord for work performed on behalf of Tenant shall be paid by Tenant within thirty (30) days of issuance by Landlord of any invoice for such costs.

3.6 REIMBURSABLE EXPENSES

- A. All expenses reimbursable to Landlord by Tenant shall be paid immediately upon written request for same.
- B. Cost to Landlord resulting from damage to Landlord's property will be charged back to Tenant.

3.7 CONSTRUCTION REGULATIONS

A. - Construction Barricade

Tenant's Contractor is responsible for providing a temporary storefront barricade. The barricade must be full height drywall - taped, bedded, floated, sanded and painted and satisfy the following criteria:

1. Barricade shall always be constructed to include a clear distance at a maximum of 3'0" from face of the outermost storefront surface. The purpose of the barricade is to protect the public from construction debris and dust. Construction must not be visible to the public except through a barricade peephole. The Landlord reserves the right to control barricade specifications to ensure that it performs these functions.
2. Metal stud construction with 1/2" or 5/8" drywall taped, sanded smooth and painted. Bracing of metal stud structure back to



EXHIBIT • B

CONSTRUCTION INFORMATION
AND DESIGN CRITERIA
M A I N M A L L

structure shall be within the Leased Premises. Framing system of barricade shall not be secured to Mall fascia, soffit or neutral piers.

3. Tenant's contractor may be required as directed and specified by the Mall Marketing Director to install a display case within an opening at the front of the barricade. Tenant's contractor shall provide conduit and all necessary wiring required to lamp three (3) low voltage fixtures as specified by the Mall Marketing Director.
4. One (1) coat of sealer and one (1) coat of white primer on all outside services. Paint as per the exact specification dictated by Landlord.
5. If the Leased Premises has rear access, no opening or door in the barricade will be permitted. If the Leased Premises has no rear access, a door may be installed by Tenant's Contractor at Tenant's expense only with Landlord's approval. The exact specifications of the door must be coordinated with Landlord's local Management Office. Such a door must remain closed during mall hours; no deliveries will be permitted through the barricade door during these times.

B. Utilities

1. Shopping Center electricity may be used during construction. The General Contractor is responsible for paying a one-time construction electrical fee of twenty-five cents per square foot prior to commencement of construction.
2. The use of generators for temporary electrical power must have prior approval by the Landlord. When a generator is used, it must be located to prevent fumes from entering the building, with the sound audible in common areas being minimal. Care must be taken to prevent staining of building, common areas and sidewalks by exhaust or oil leakage.
3. No gasoline operated equipment such as welders, concrete saws, power buggies, etc. will be allowed anywhere in the Tenant's Leased Premises or the Shopping Center.
4. Entry may not be made to any electrical room without the prior approval of the Landlord's local Management Office.

C. Debris

1. All building material and/or construction debris must be contained in Tenant's Leased Premises until removal. Debris may not be left in the loading docks, sidewalks, or in service



EXHIBIT • B

CONSTRUCTION INFORMATION
AND DESIGN CRITERIA
M A I N M A L L

.....

corridors, vacant Tenant spaces, or any other part of the Mall. No flammable materials are to be stored except those which are to be used during that construction day. No deviation from this requirement under any circumstances shall be permitted. Tenant's General Contractor is responsible for the removal of construction debris.

2. Tenant's General Contractor will make a \$1,000 deposit by check upon registration with Mall Management Office. If at any time, Mall Management office, upon inspection of Premises, finds the General Contractor or any of its subcontractors have violated the regulations specified here, Landlord will keep the \$1,000 and will charge the Contractor for the Landlord's cleanup cost with an additional 25% administrative fee. If, however, the General Contractor abides by these regulations for the duration of the project, Landlord will return the \$1,000 in full at the completion of the job. (See Section 3.1.)
3. Mall owned compactors must not be used for construction debris. Location of dumpsters contracted by Tenant's contractors must be approved by Mall Management prior to installation.
4. Materials of any kind, liquid or dry, shall not be emptied in planters and landscaped areas, parking areas, sinks, sewers or any other part of the Shopping Center. Cost of any required repair shall be charged back directly to the Tenant, including 20% for administration fees.

D. Deliveries

1. All deliveries of construction materials must be scheduled with the Landlord's local Management Office.
2. Deliveries of supplies and/or materials must have prior Landlord approval and must be made prior to 9:30 a.m. or after 9:30 p.m. Extreme care must be taken during those deliveries so as not to scratch or damage glass doors, frames and Shopping Center floors. All carts, equipment boxes, dollies, etc. must be equipped with rubber wheels.

E. Parking

All construction vehicles shall park in regularly designated parking spaces in the parking lot except when actually making a delivery. A vehicle from which an occasional pipe, wire, or tool will be needed, cannot park on the curb or on the sidewalk. Any vehicle parked in a loading dock or along the curb which is not making a delivery will be ticketed and/or towed away at the vehicle owner's expense. Vehicles may not remain on property overnight without permission of Landlord's local Management Office."

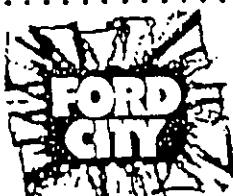


EXHIBIT • B

CONSTRUCTION INFORMATION
AND DESIGN CRITERIA
M A I N M A L L

F. Construction Restrictions

1. Noise: The use of jackhammers, rivet guns, grinding equipment, and other equipment which create excessive noise is not permitted during Mall hours.
2. Dust: Any activity which generates dust (i.e. drywall, sanding) must be fully contained in the Leased Premises space without exception.
3. Welding: Any welding must have Landlord's prior approval. A fire extinguisher must be within close proximity when welding.
4. Painting: Proper ventilation must be provided in any space where painting and/or spraying is in progress. Extreme care should be taken to avoid passage of fumes into Common Areas of the Mall. No spray painting in mall, during mall business hours.
5. Openings: No openings may be cut into spaces adjoining Leased Premises without specific Landlord approval. A one-hour rated wall must be enforced at all times between adjacent Tenant spaces. A two-hour rated wall must be enforced between exterior and service corridor areas.
6. Off-hours Work: Mall management office must be informed of any work to take place during those hours when mall is closed at least 24 hours in advance. Tenant's contractor will be responsible for formally requesting and paying for mall security during those times. Construction when the mall is closed will not be permitted unless proper security procedure is followed.

G. Protection of Floor

The Shopping Center floor around and within Tenant's Leased Premises will be inspected by the Landlord's local Management Office prior to the start of construction. Any tile and/or terrazzo broken, cracked or otherwise damaged during construction will be charged back directly to the Tenant. Extreme care must be taken to protect the tile from breakage, scratches and discoloration.

H. Roof Procedure

1. No one is permitted on the roof without approval from the Mall Management Office. Access by ladder or any other means is prohibited.
2. All necessary roof cuts are to be made only by Landlord's roofing contractor at Tenant's expense.



I. Concrete Regulations

1. No cutting or chopping of concrete slab is allowed without Landlord's approval. Core drilling will be maintained as the preferred method of penetrating the slabs, where applicable. Landlord's approval is required prior to beginning any modifications to Landlord's slab.
2. The pumping of concrete must have Landlord's prior approval. Cement trucks and pumpers may not wash or drain any equipment anywhere on the Shopping Center property.

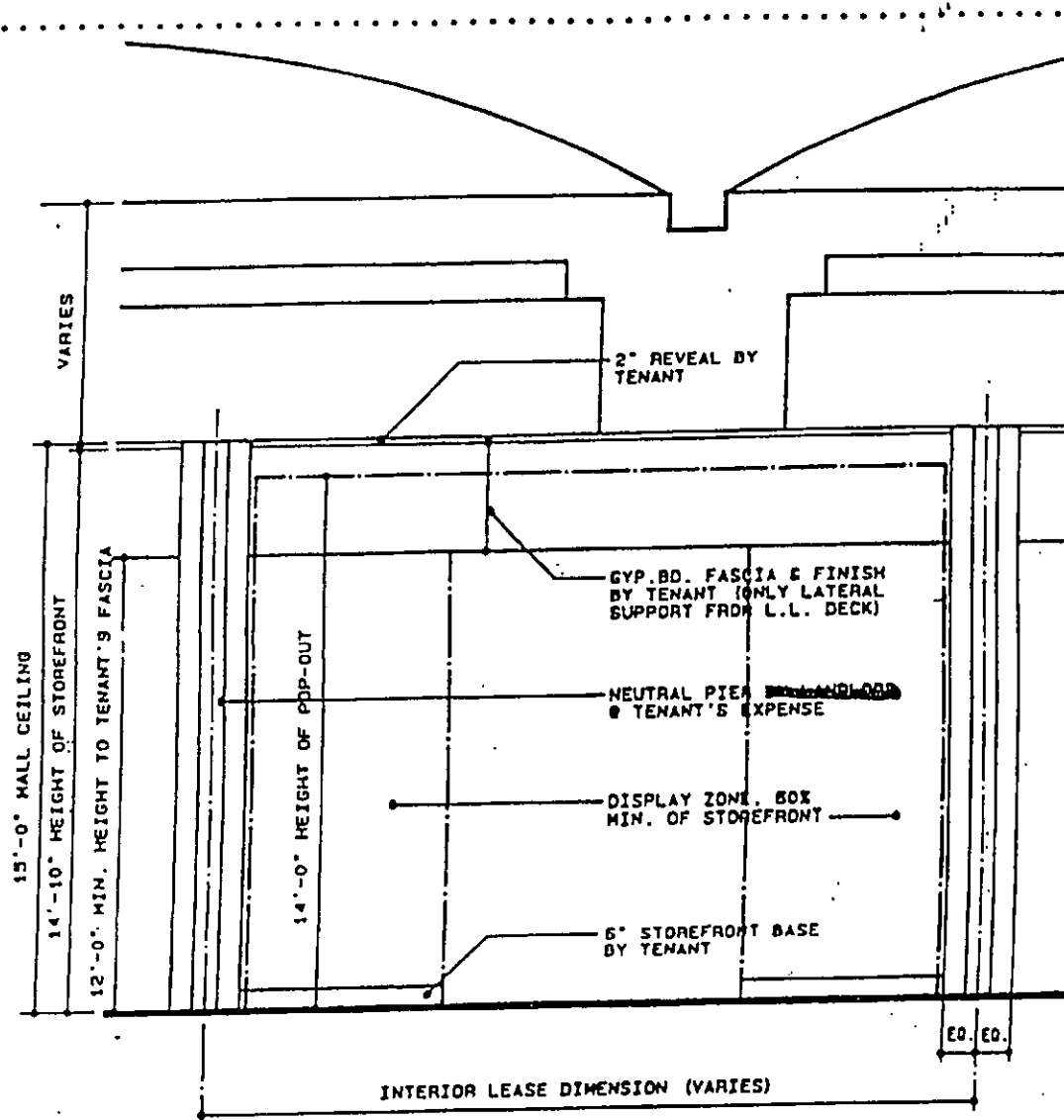
J. Sign Regulation

Only signs which give the name of Tenant occupying a space will be allowed and then, must be coordinated with Landlord's local Management Office. Contractor's signs may not be displayed. Other signs of any kind may not be placed on the barricades unless with Landlord's prior approval.

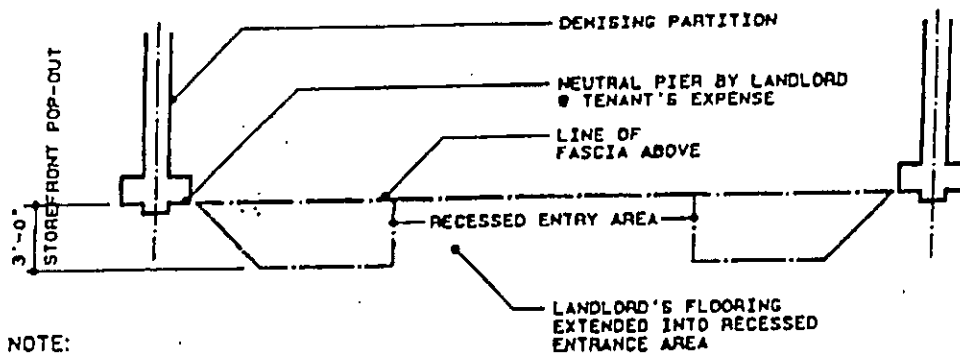


EXHIBIT • B

CONSTRUCTION INFORMATION
AND DESIGN CRITERIA
M A I N M A L L



MAIN STREET ELEVATION



NOTE:
LEASE LINE FOLLOWS
OUTER EDGE OF STOREFRONT
INCLUDING POP-OUT

MAIN STREET PLAN

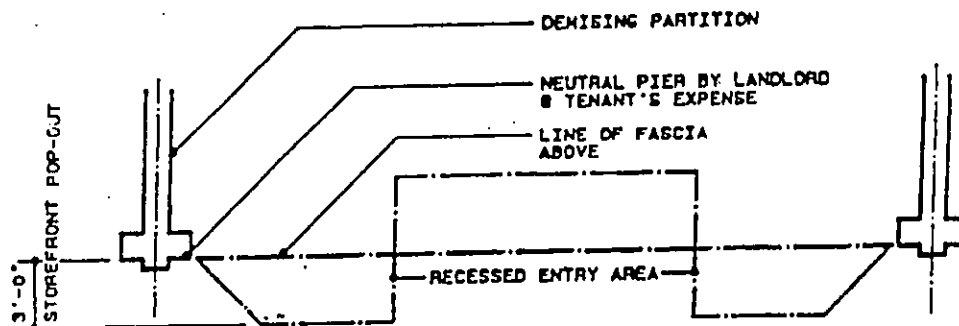
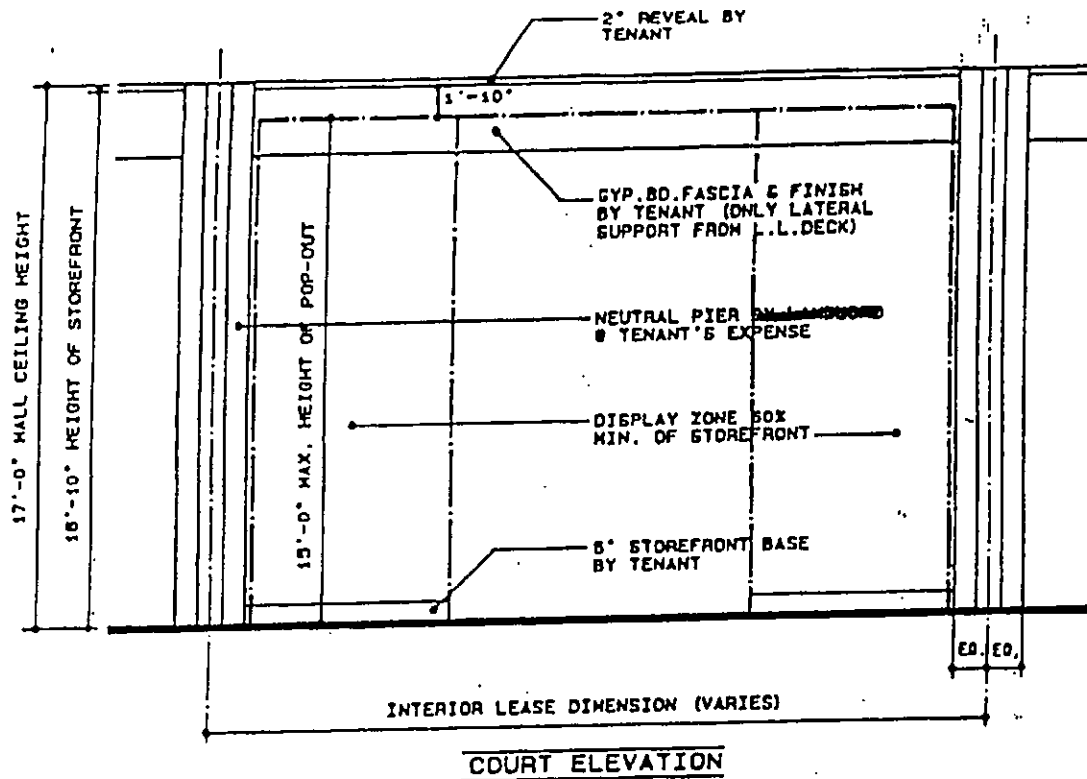
REVISED: 12/27/88
REVISED: 8/29/89



TENANT STOREFRONT

PLAN & ELEVATION

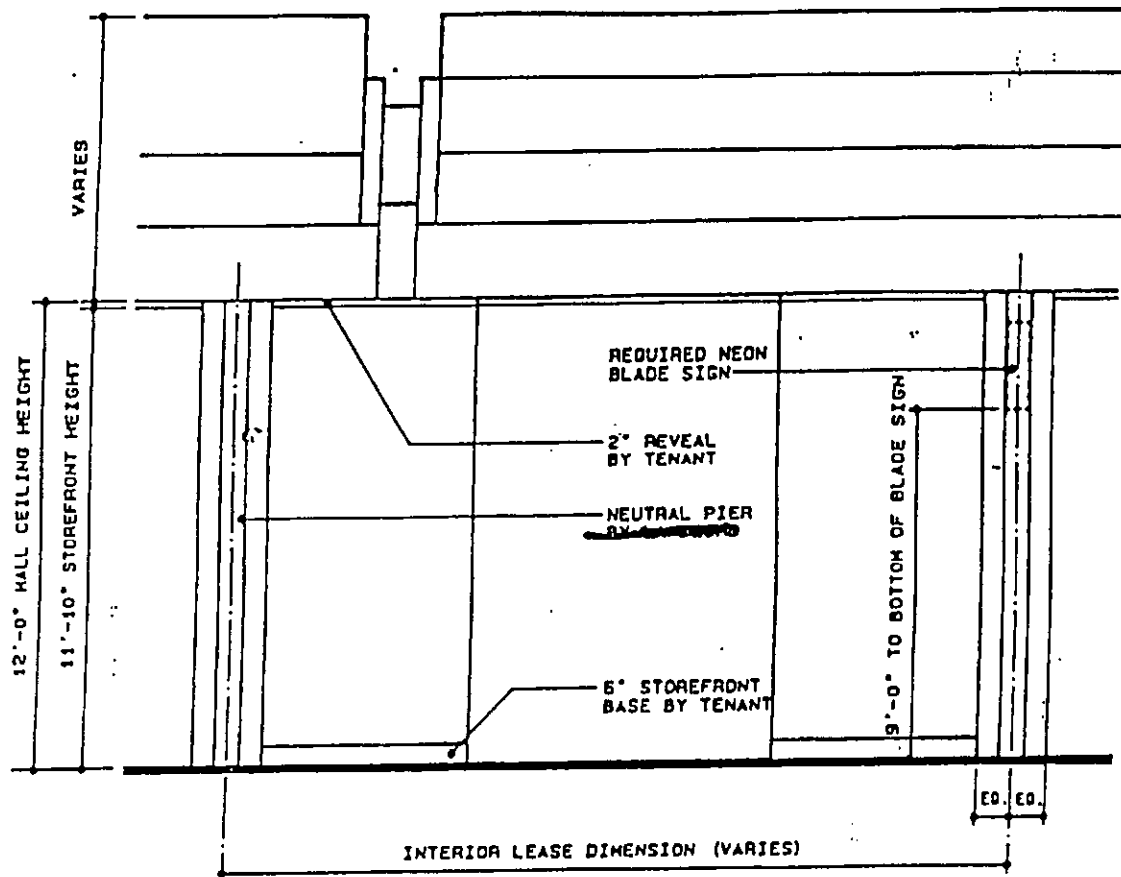
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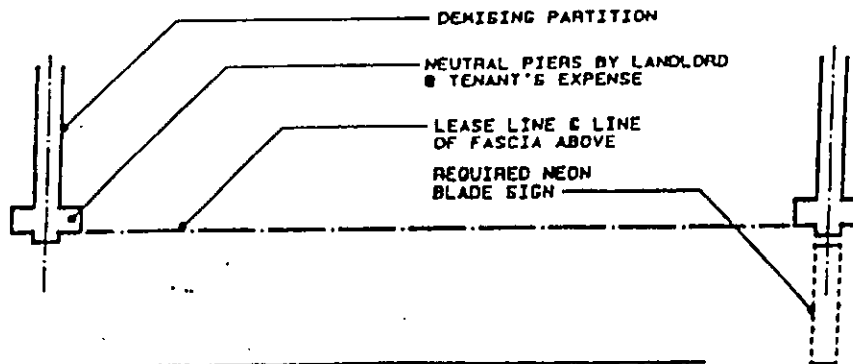
NOTE:
LEASE LINE FOLLOWS OUTER
EDGE OF STOREFRONT
INCLUDING POP-OUT

COURT PLAN
REVISED: 12/27/89
REVISED: 9/3/89





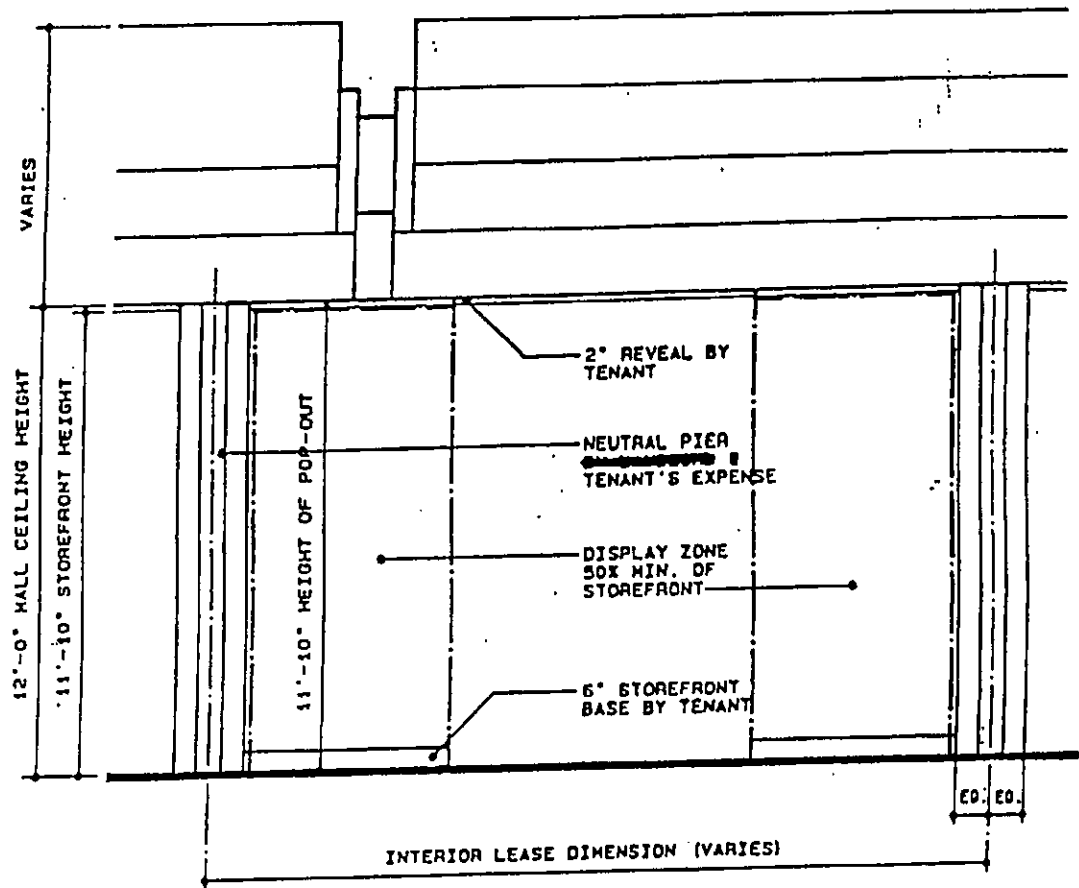
ELEVATION - SIDE STREET CONDITION - 0



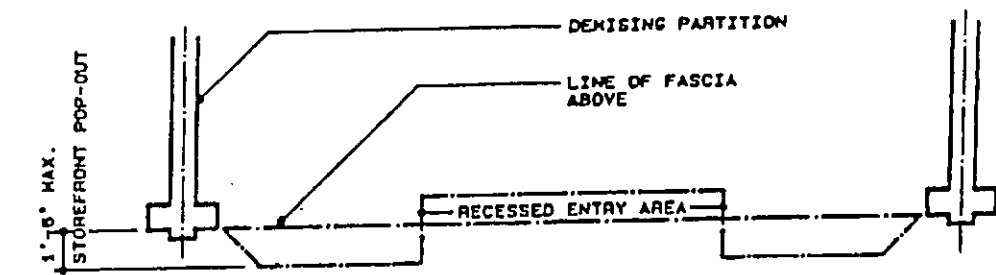
PLAN - SIDE STREET CONDITION - 0

REVISED: 8/20/89





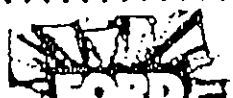
ELEVATION - SIDE STREET CONDITION - 1

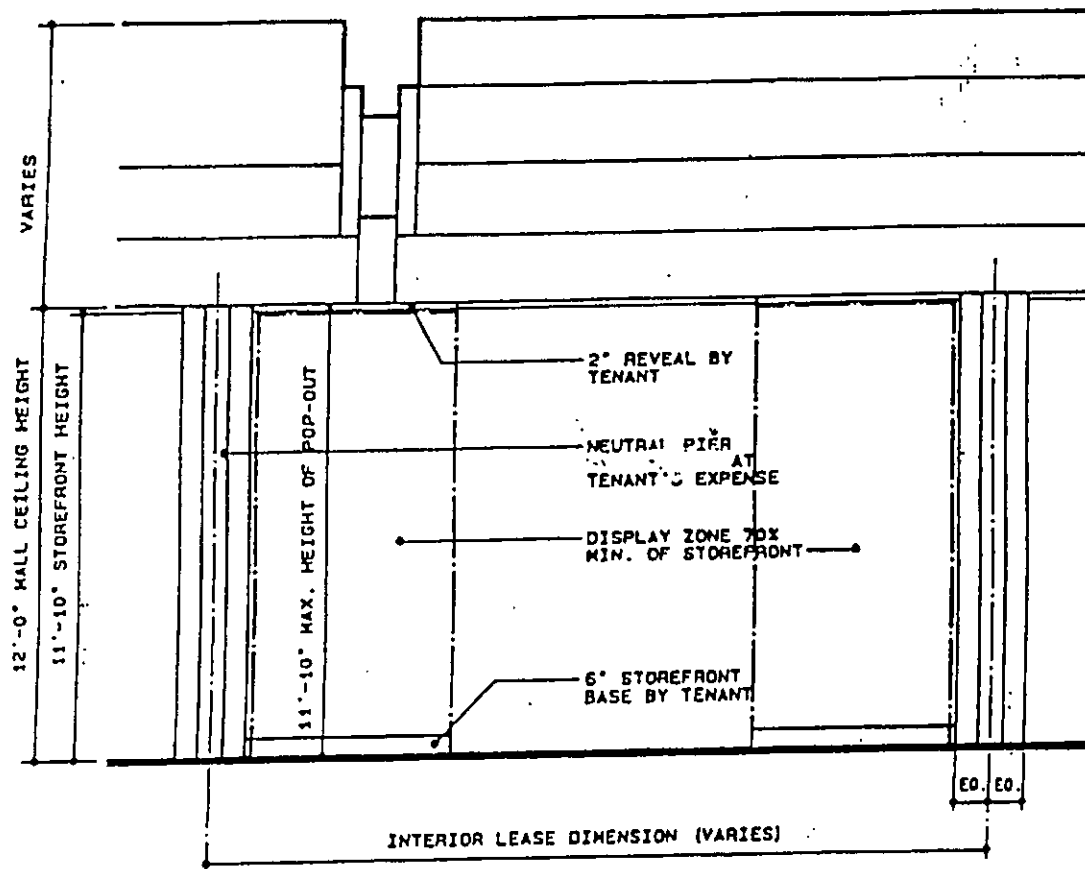


NOTE:
LEASE LINE FOLLOWS
OUTER EDGE OF
STOREFRONT INCLUDING
POP-OUT

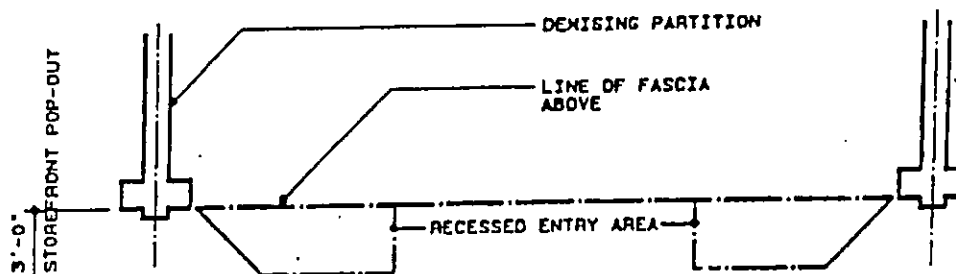
PLAN - SIDE STREET CONDITION - 1

REVISED: 8/3/88
REVISED: 8/29/89





ELEVATION - SIDE STREET CONDITION - 2

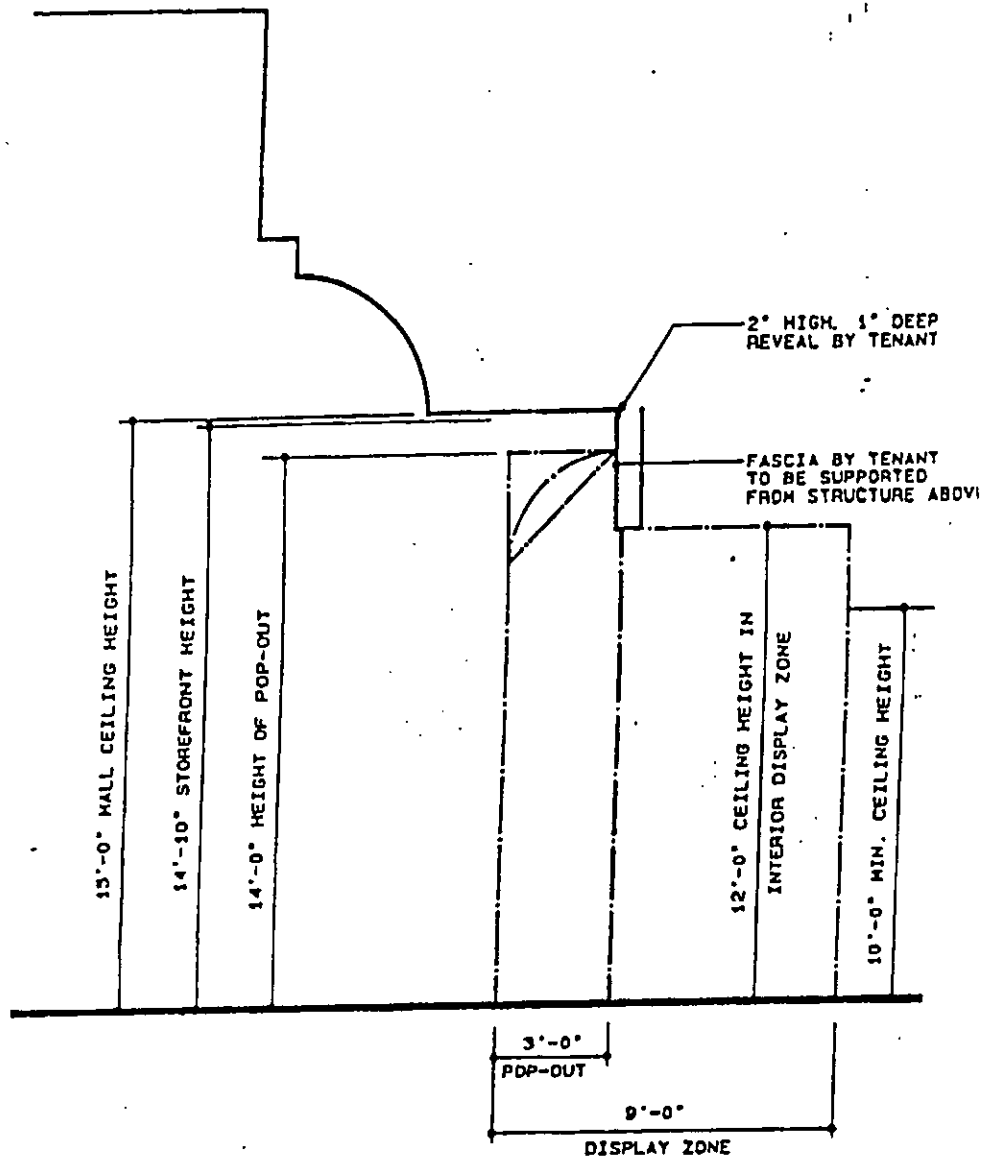


NOTE:
LEASE LINE FOLLOWS
OUTER EDGE OF STOREFRONT
INCLUDING POP-OUT

PLAN - SIDE STREET CONDITION - 2

REVISED: 8/3/88
REVISED: 8/30/89





MAIN MALL SECTION

REVISED: 12/27/88

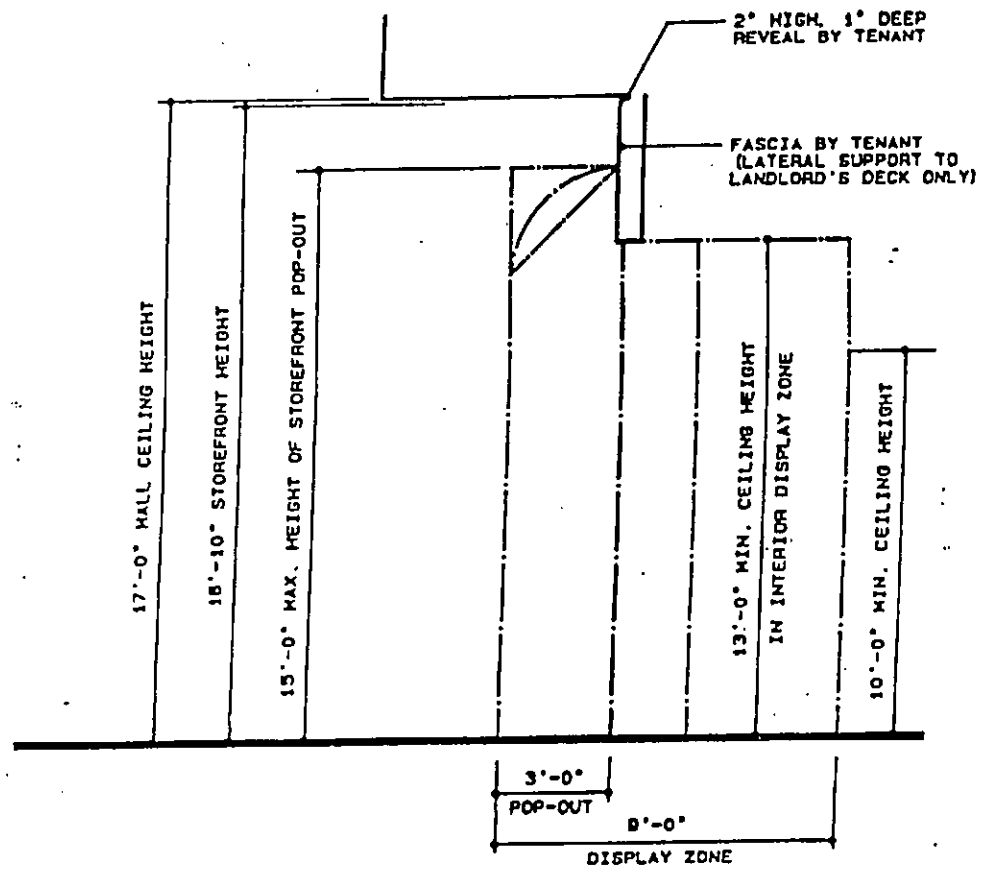
REVISED: 8/29/89



TENANT STOREFRONT

S E C T I O N

1



COURT SECTION

REVISED: 12/27/88

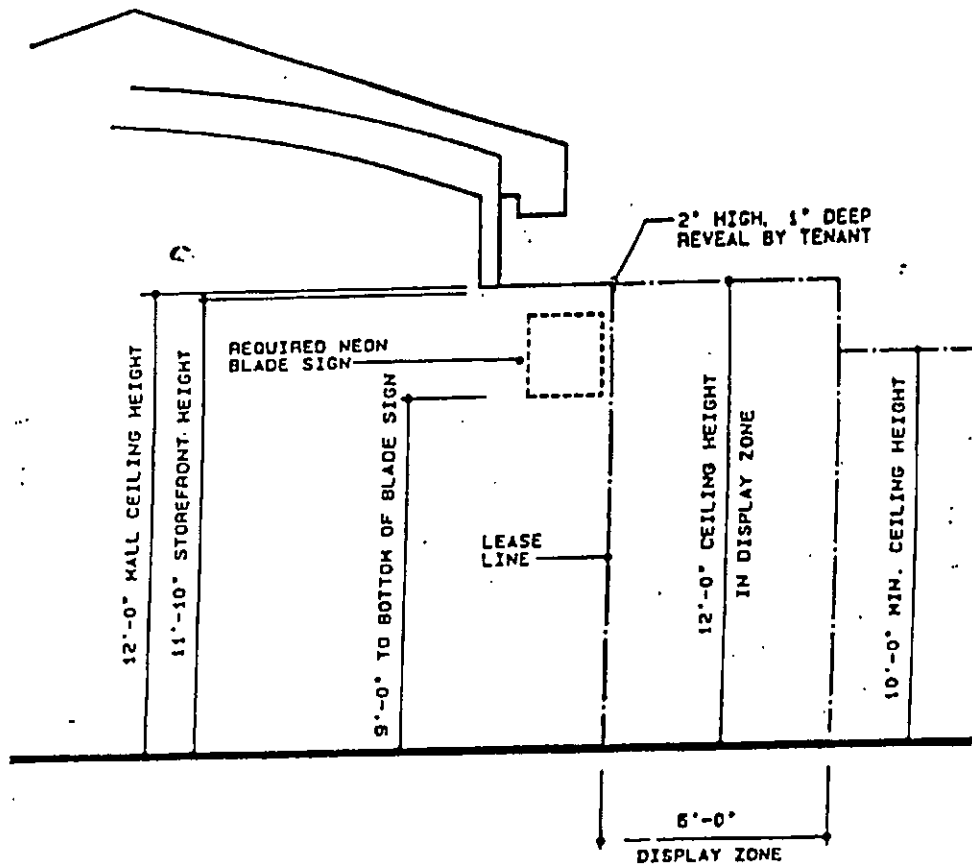
REVISED: 8/31/89



TENANT STOREFRONT

S E C T I O N

2B

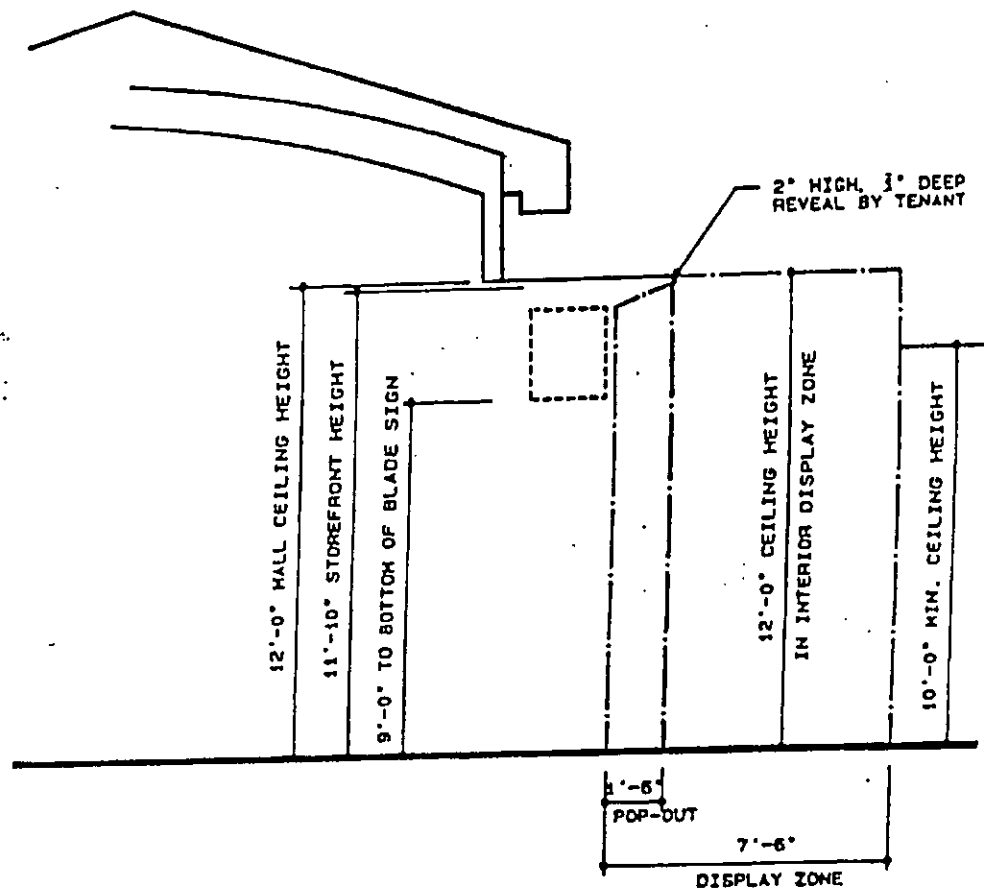


SECTION - SIDE STREET CONDITION - 0

REVISED: 8/20/89



TENANT STOREFRONT
 S E C T I O N
 MAIN MALL



SECTION - SIDE STREET CONDITION - 1

REVISED: 8/3/88
REVISED: 8/30/89

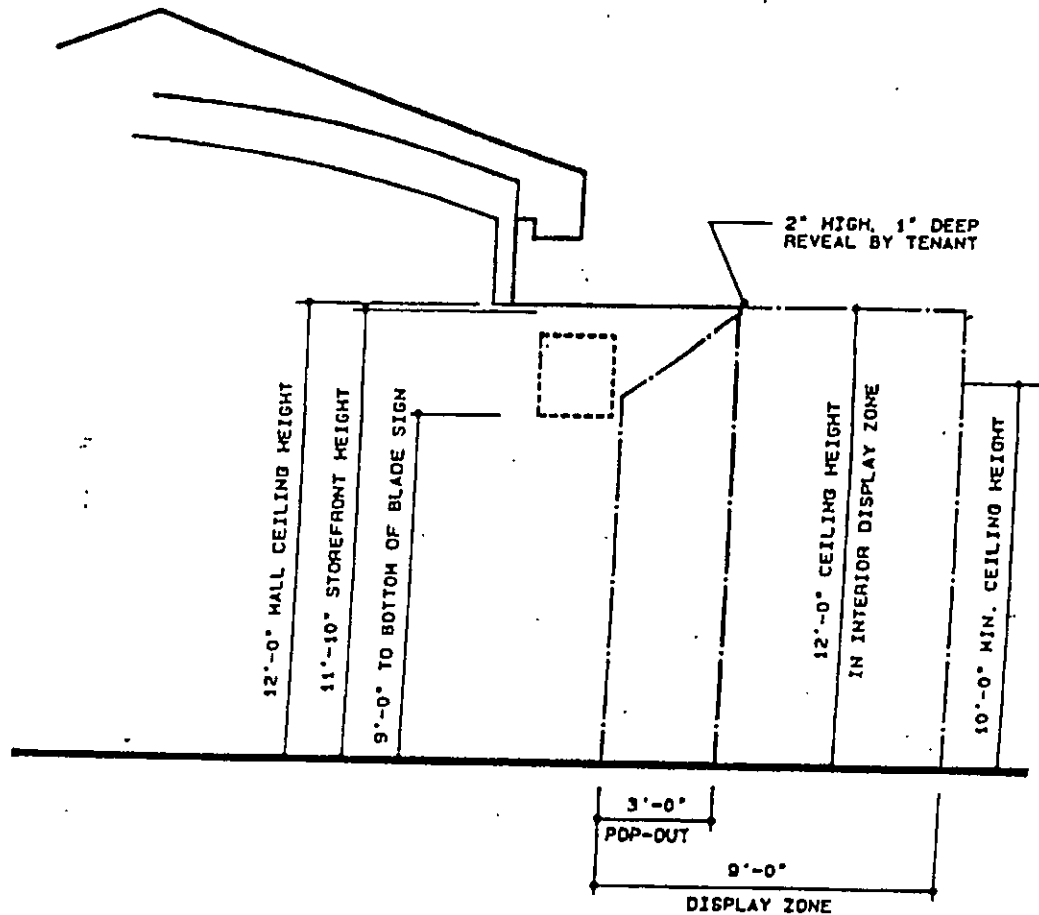


TENANT STOREFRONT

S E C T I O N

MAIN MALL

41



SECTION - SIDE STREET CONDITION - 2

REVISED: 8/3/88

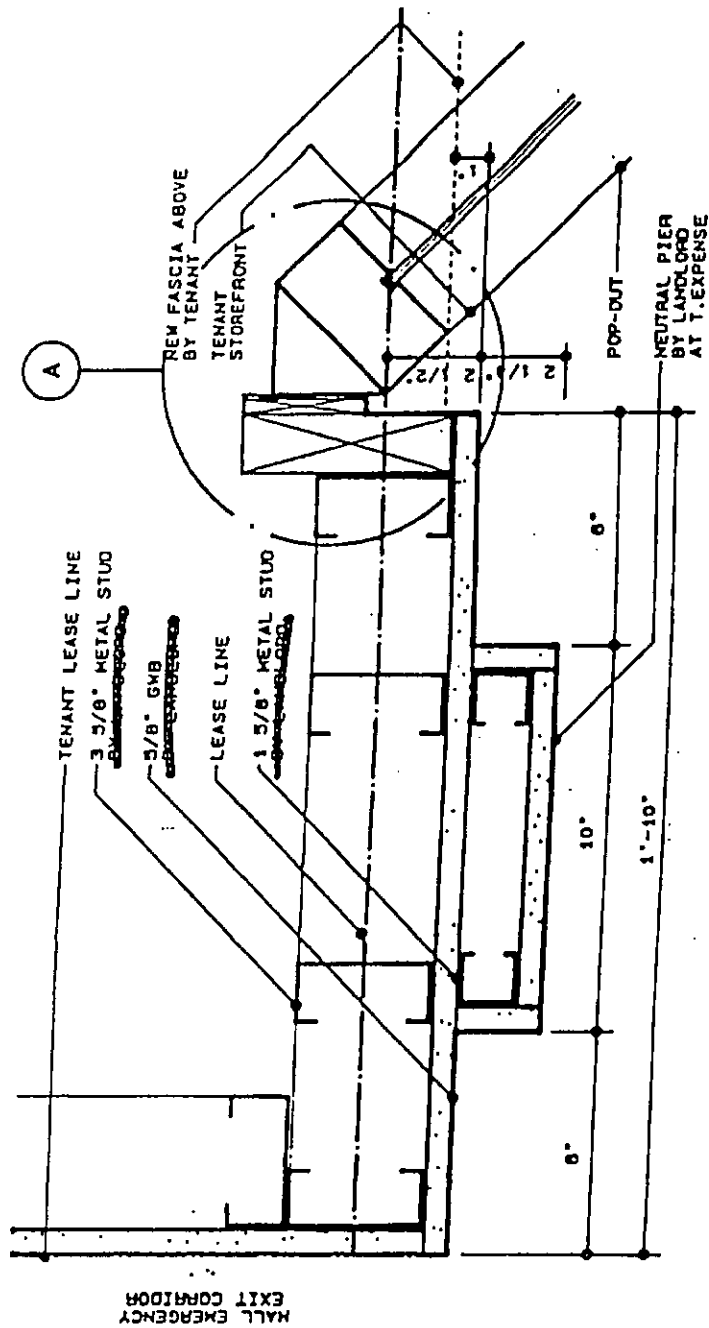
REVISED: 8/30/89



TENANT STOREFRONT

S E C T I O N

5B



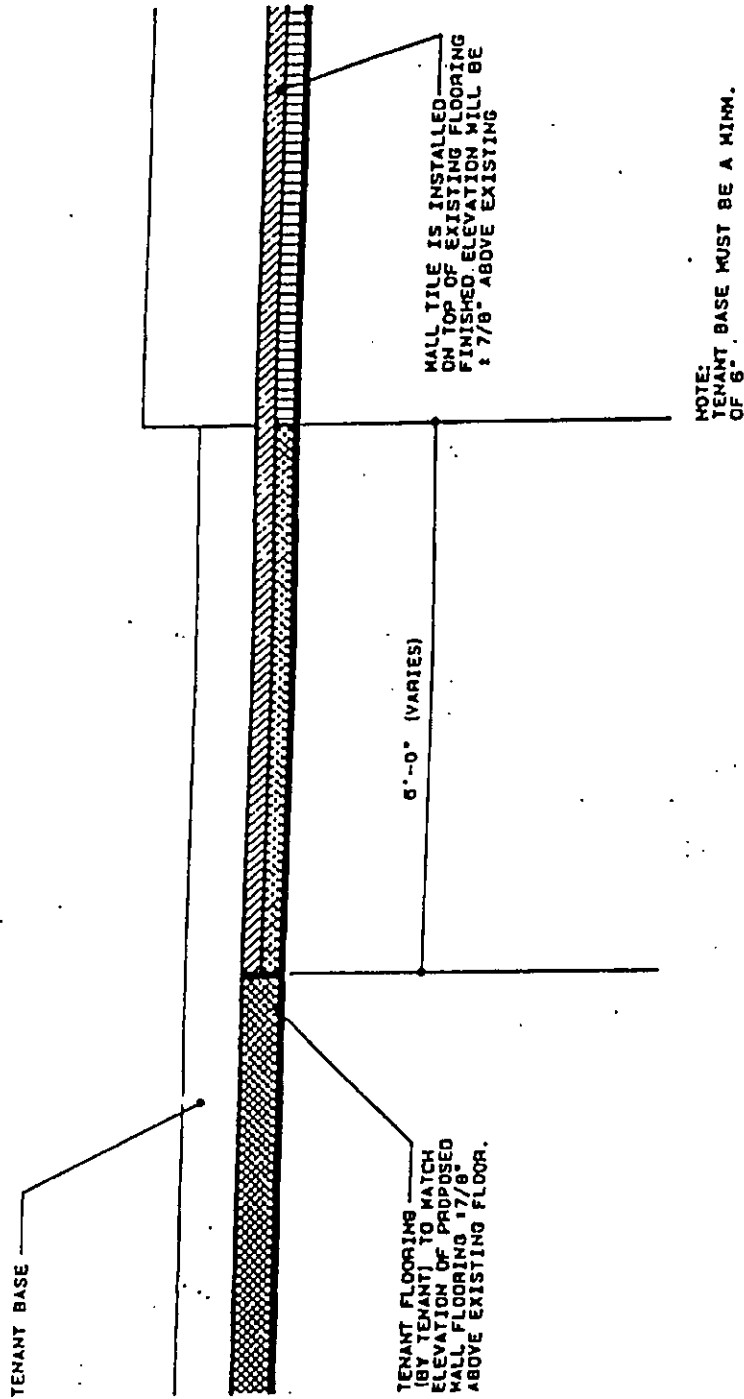
NEUTRAL PIER DETAIL @ SERVICE VESTIBULE

NO LOCKERS
 SCALE: 3" = 1'-0"
 REVISED: 6/30/89



NEUTRAL PIER
 DETAIL

6B



HALL FLOOR CONDITION

REVISED: 8/17/88
REVISED: 8/30/89

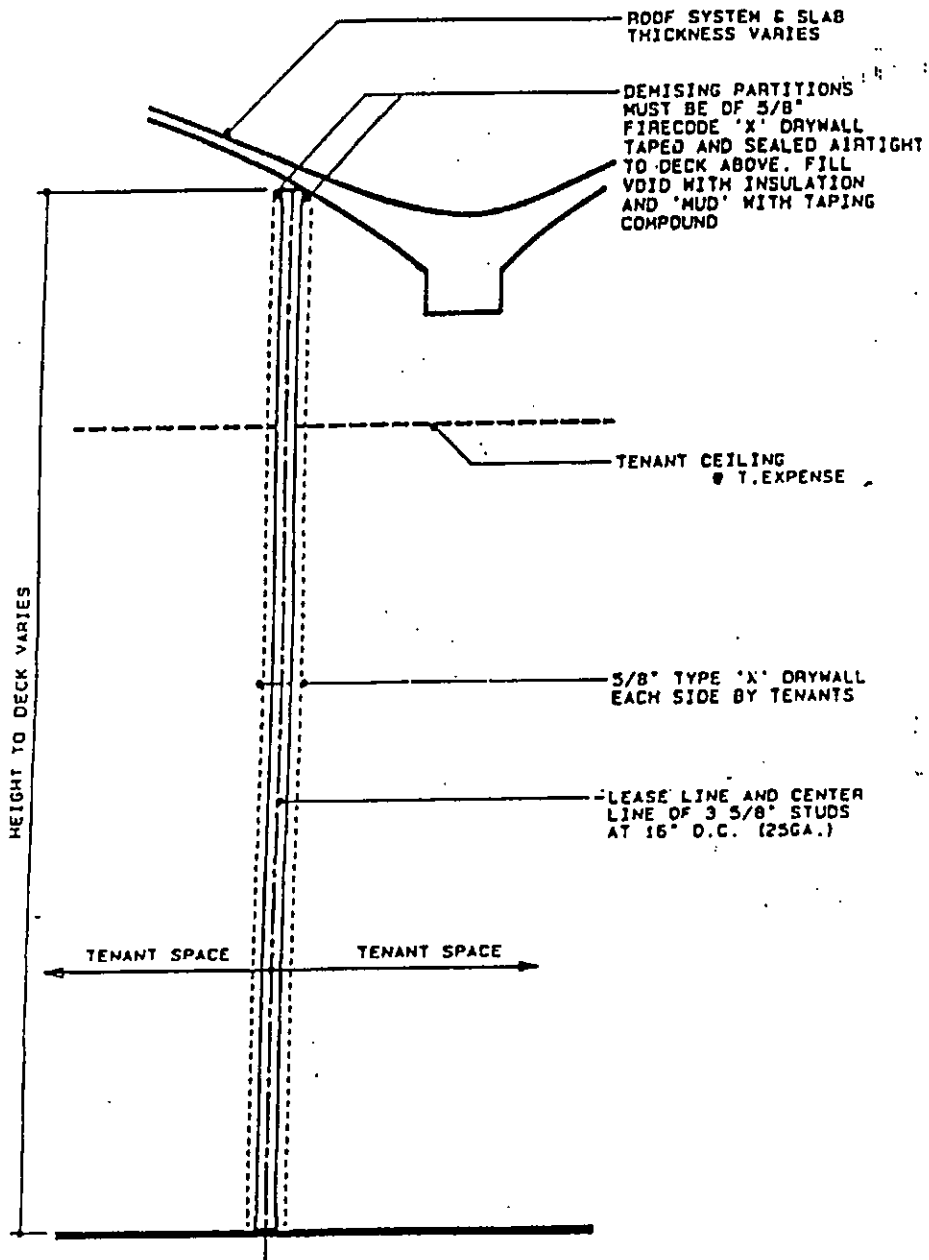


TYPICAL FLOOR

S E C T I O N

MAIN MAIL

7



TYPICAL TENANT DEMISING PARTITION

DATED: 1/10/89

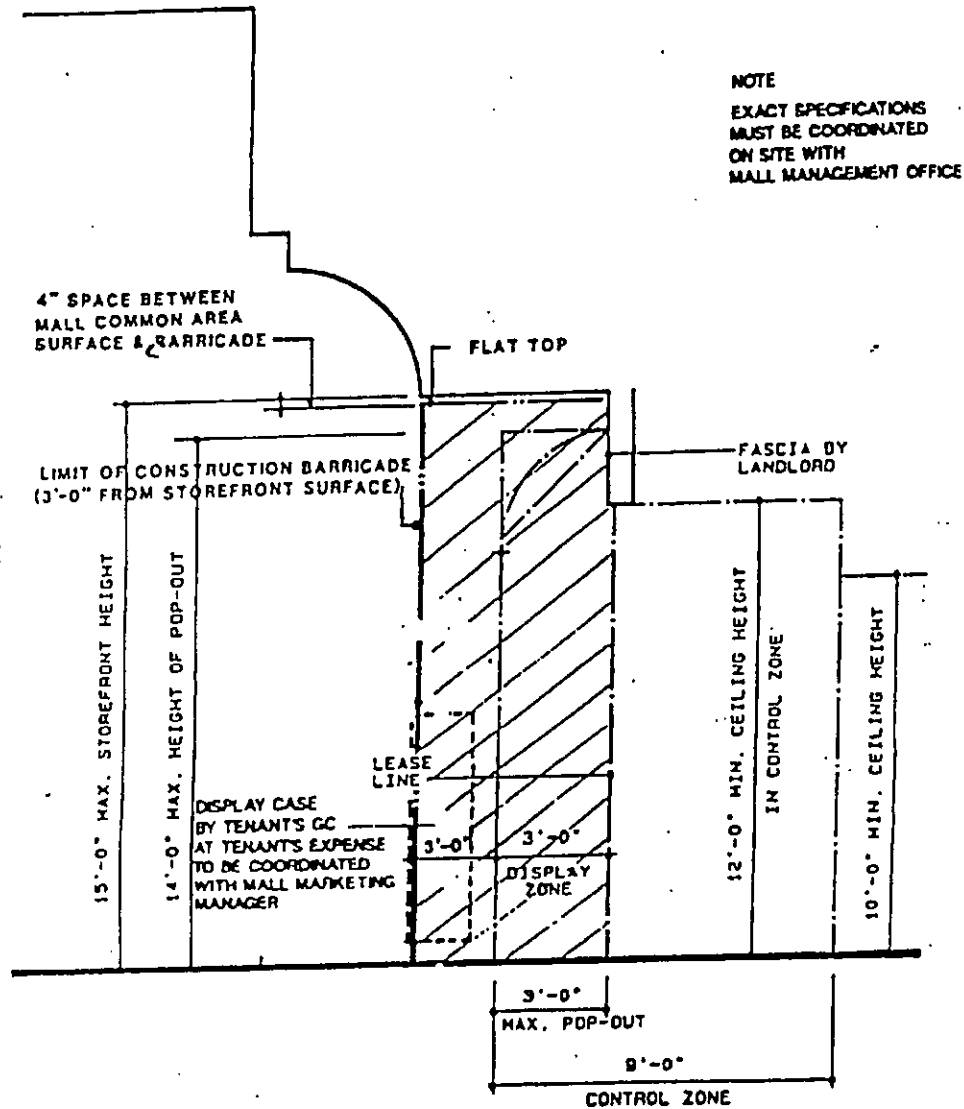


PARTITION

D E T A I L

MAIN MALL

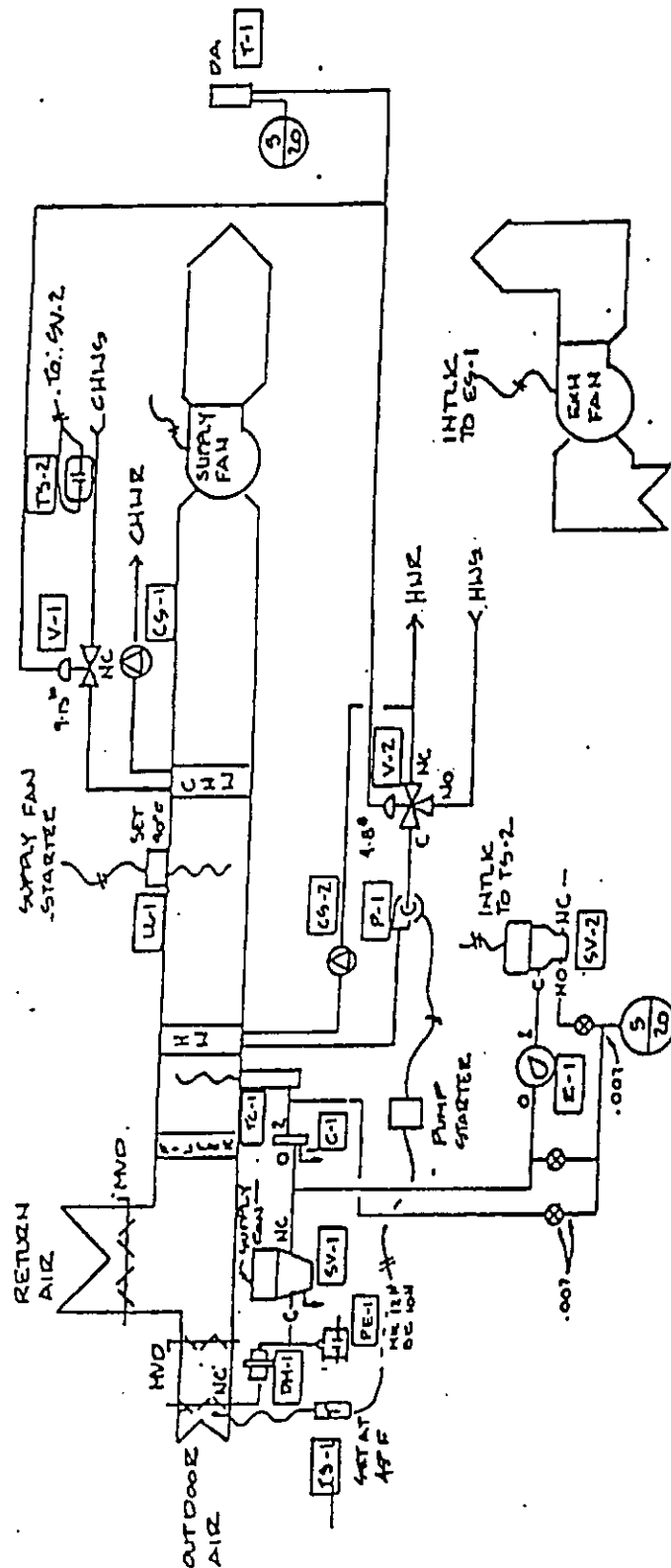
8



SECTION
CONSTRUCTION BARRICADE



BARRICADE
D E T A I L



TYPICAL TENANT HVAC CONTROL DIAGRAM

SEQUENCE OF OPERATION

On fan start-up outdoor air damper opens through an E.P. valve wired to fan starter. When fan is off damper will close.

The room thermostat will modulate heating and cooling coil valves, in sequence to maintain space temperature requirements.

A changeover thermostat with its sensing bulb mounted on the outdoor air will start the secondary hot water circulating pump whenever outdoor temperature is below 45 deg. F.

If heating coil discharge air temperature is below 40 deg. F., as sensed by the electric low-limit thermostat, supply fan will shut down. The low-limit thermostat shall be manual reset type wired to drop out the supply fan starter.

Low limit thermostat TC-1 will prevent mixed air temperature from falling below 60 deg F. when chilled water is not present as sensed by TS-2. When chilled water is present outdoor air damper will remain at minimum position set by R-1.

The exhaust fan is interlocked to the outdoor air damper and energized when the outdoor air damper opens.

Time clock, TIM, will cycle fan on when in occupied mode and off in unoccupied mode as programmed by store operator.

ITEM	DESIGN NO.	MANUFACT.	DESCRIPTION
T-1	T4002-201	J.S.CO.	ROOM THERMOSTAT
TS-1	A19ABC-24	J.S.CO.	OUTDOOR CHANGEDOVER
LL-1	A11A-1	J.S.CO.	FREEZE-STAT, MANUAL RESET, 120 VOLT
SV-1,2	V11HAA-109	J.S.CO.	E.P. VALVE, 3-WAY, 120 VOLT
V-1	V 3974	J.S.CO.	CHW VALVE, N.C., 9-13#, UP TO 1" SIZE (13#)
	V 5464	J.S.CO.	CHW VALVE, N.C., 9-13#, ABOVE 1" SIZE
V-2	V 4324	J.S.CO.	HW VALVE, 3-WAY, N.O. 4-8#
R-1	PR 1	B & G	IN LINE BOOSTER PUMP, TO 1" SIZE (13GPN),
	60-11	B & G	IN LINE BOOSTER PUMP, ABOVE 1" SIZE, 120V
DM-1	D-3073-2	J.S.CO.	DAMPER ACTUATOR 8-13#
CS-1	CB-(SIZE)	B & G	CHW CIRCUIT SETTER
CS-2	CH-(SIZE)	B & G	HW CIRCUIT SETTER
R-1	R-4000-3	J.S.CO.	MIN. POSITION
TS-2	A19CAC-1	J.S.CO.	CHWS STRAP-ON STAT, 120 VOLT
TC-1	T3610-1003	J.S.CO.	LOW LIMIT, SET 60 DEG. F
C-1	C-5226-3	J.S.CO.	SIGNAL REPEATOR
PE-1	P-108C-7	J.S.CO.	PRESS-ELEC SWITCH, 120V
TIM	7008-00	PARAGON	7-DAY TIME CLOCK, 120V



MECHANICAL

SPECIFICATION

MAIN MAIL

10E

TYPICAL TENANT OUTDOOR AIR REQUIREMENTS

RETAIL SPACE TOTAL CFM	DUCT DIMENSION IN INCHES *
1000	10 x 10
2000	11 x 11
5000	14 x 14
7500	18 x 18

- * 1. Cut roof opening is dimension plus 2 inches of insulation plus 1 inch clearance. Curb opening is cut roof opening plus 4 inches for nailer and roofing material. Example: 1000 cfm store, cut roof opening is 13" x 13", curb O.D. is 17" x 17".
2. Outdoor air requirement is 40% of total air circulated.

TYPICAL TENANT STRUCTURAL SUPPORT DETAILS

TYPICAL TENANT STRUCTURAL SUPPORT DETAILS

For airhandling units suspended from the ceiling, threaded rod may be connected directly to the concrete roof if the unit weight is less than 1000 lbs. Attachments should be a minimum of 36 inches apart. No openings shall be within two feet of any attachment.

If the above conditions are not present, the airhandling unit must be supported from the building rib supports utilizing support steel along with threaded rod.

Tenant shall submit HVAC unit structural drawing from licensed structural engineer for landlords review and approval.

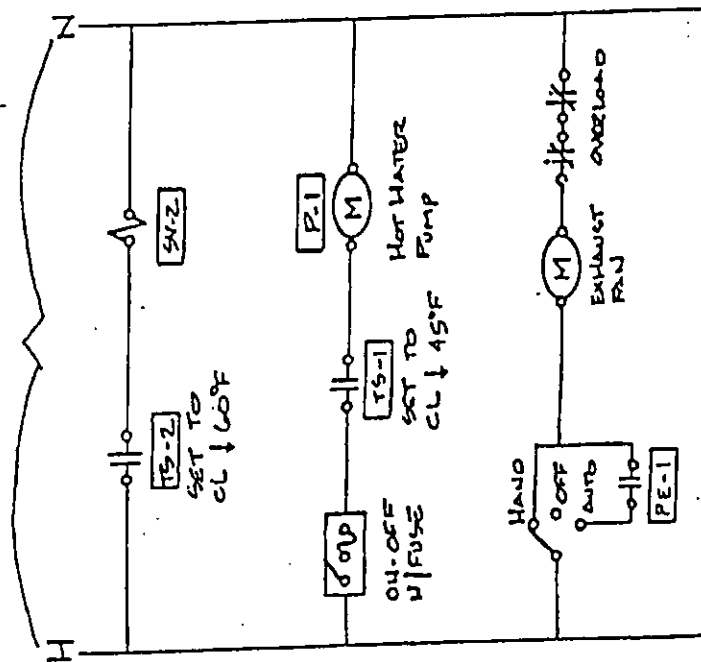


MECHANICAL
SPECIFICATION
MAIN MALL

10C



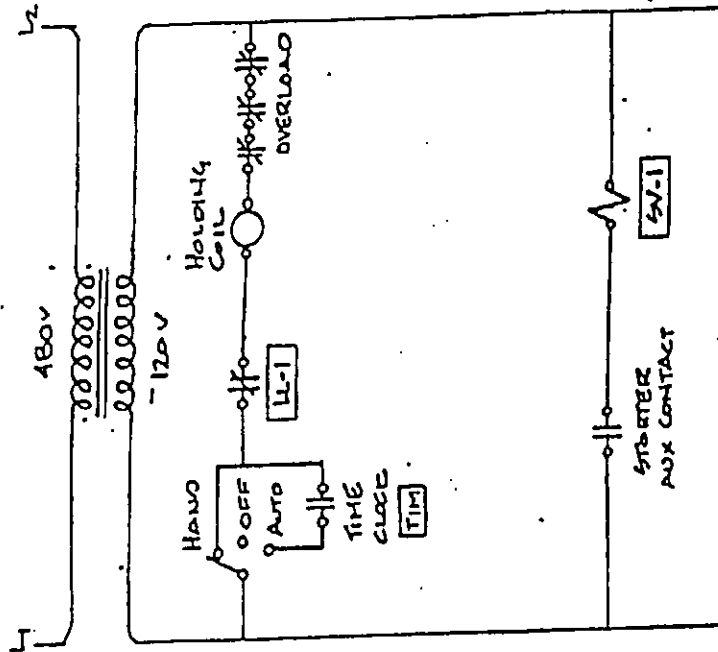
POWER CIRCUIT
120 VOLTS AC



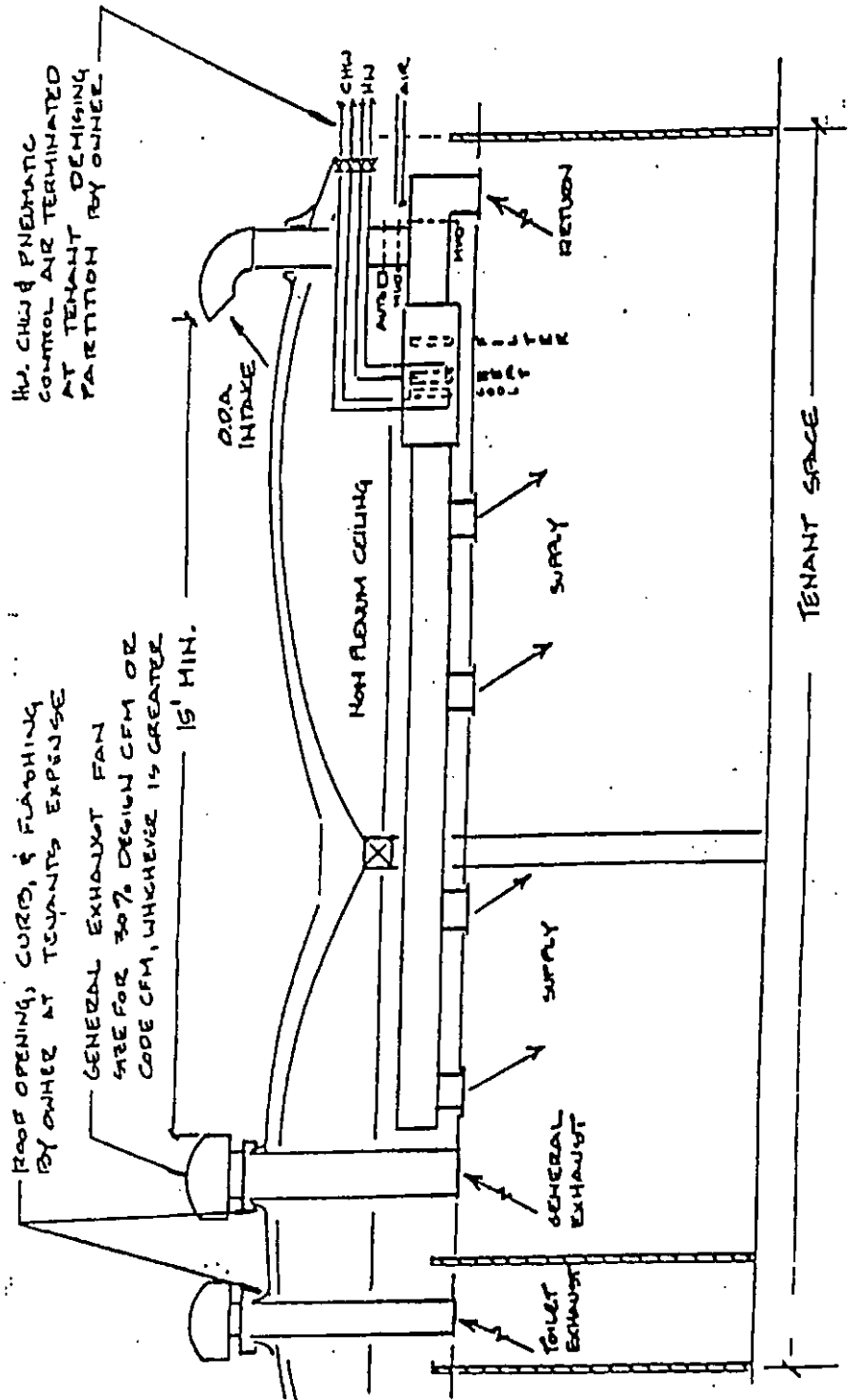
MISCELLANEOUS

WIRING DIAGRAMS

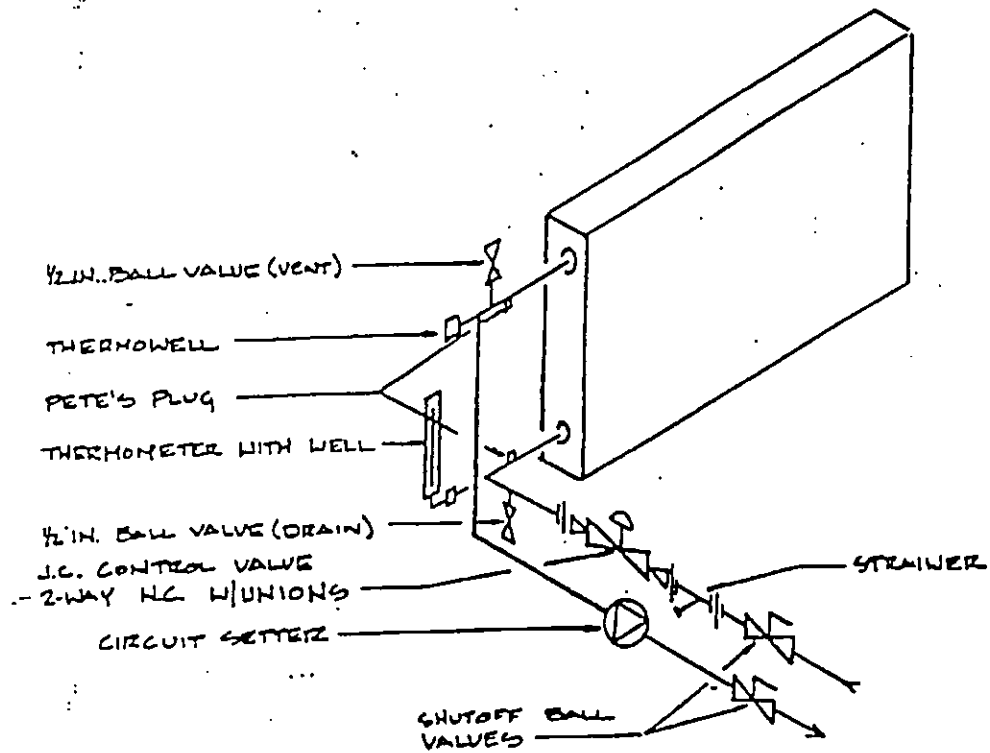
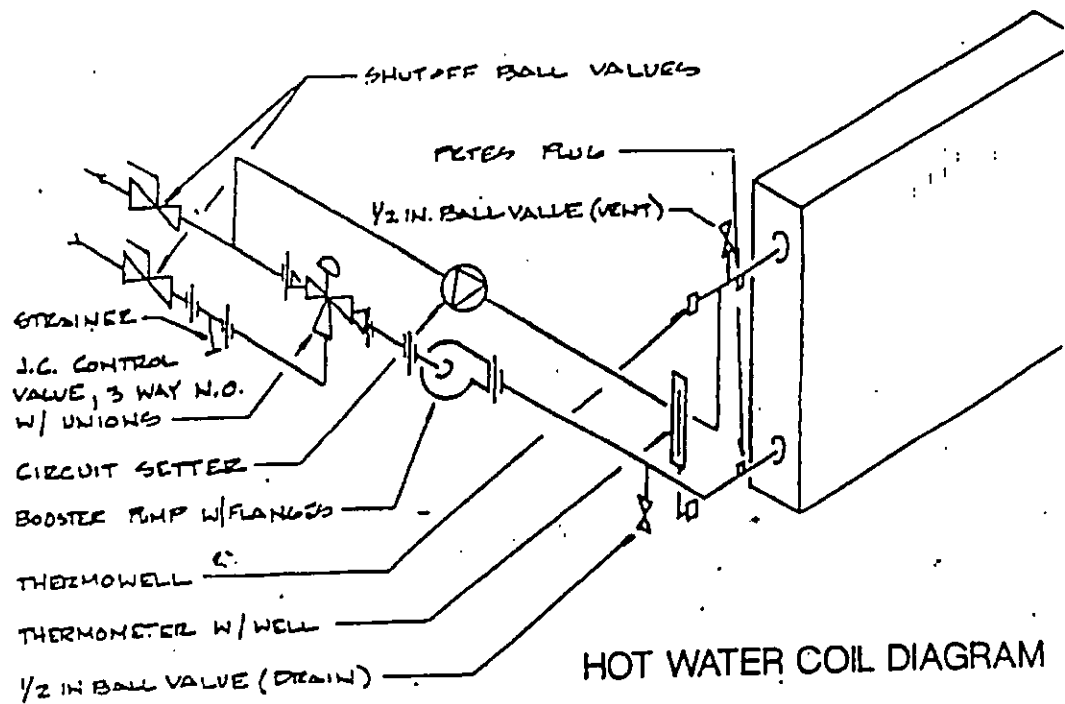
NOTE: All electrical wiring to be installed in



SUPPLY FAN

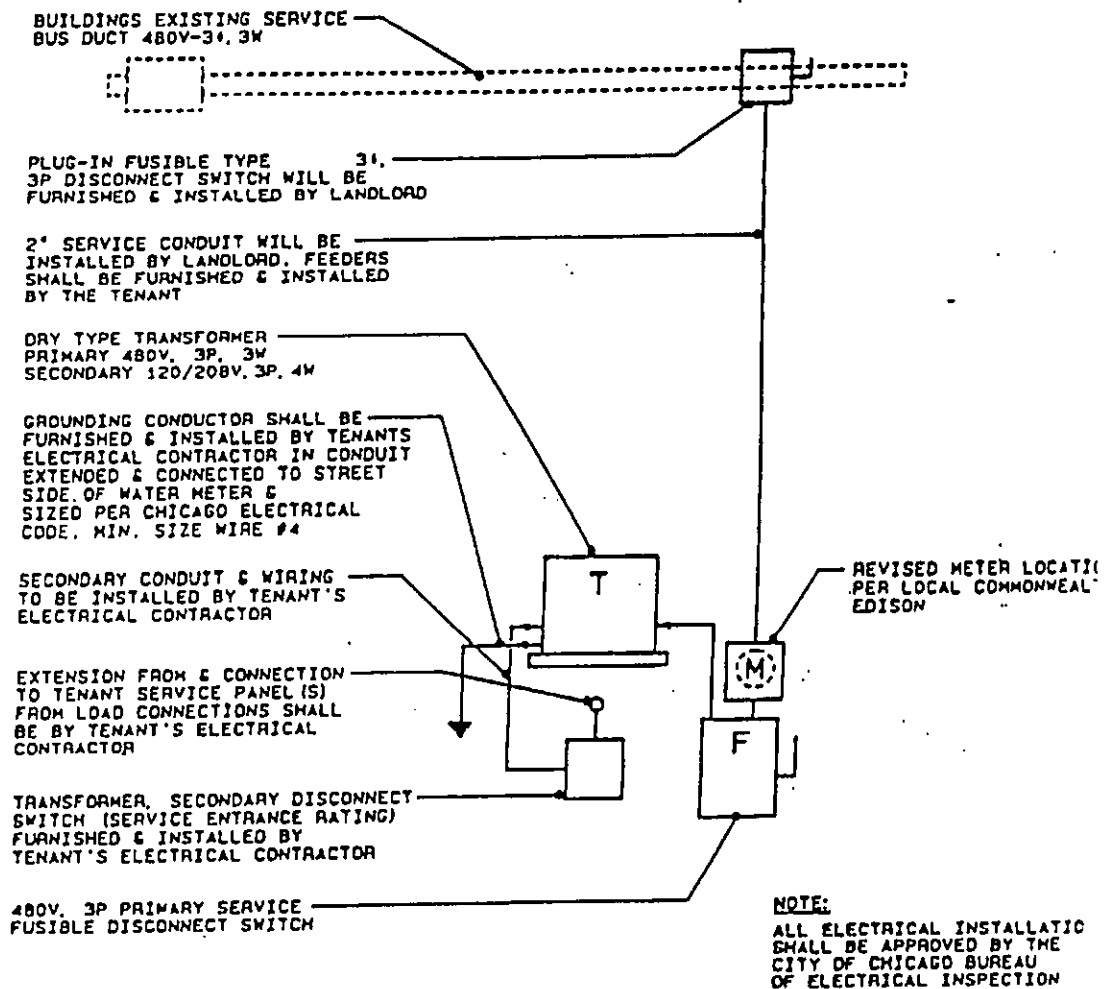


TYPICAL TENANT HVAC SYSTEM



[illegible]

106



TENANT ELECTRICAL SERVICE DIAGRAM

DATED: 1/10/89
REVISED: 8/25/89

Tenant's electrical distribution system must conform with mall requirements for a "Delta" 3-phase system. Contact the mall office for additional information.



ELECTRICAL SERVICE
R I S E R D I A G R A M

11A

ELECTRICAL PANEL SCHEDULE												
NO. OF RECEPT	DESCRIPTION OF LIGHTING	EQUIPMENT DESCRIPTION	TRIP AMPS	TOTAL WATTS	A B C			TOTAL WATTS	TRIP AMPS	EQUIPMENT DESCRIPTION	DESCRIPTION OF LIGHTING	NO. OF RECEPT
					1	•						
					2	•						
					3	•						
					4	•						
					5	•						
					6	•						
					7	•						
					8	•						
					9	•						
					10	•						
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					39	•						
					40	•						
					41	•						
					42	•						

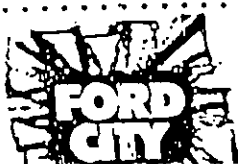
TENANT MUST COMPLETE THIS SCHEDULE & INCORPORATE WITH TENANT DRAWINGS.

TOTAL WATTS

A _____
 B _____
 C _____

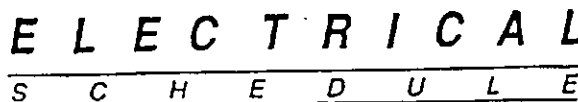
 TOTAL CONNECTED LOAD

PANEL _____ PHASE _____ WIRE _____
 _____ VOLTS
 _____ AMPS MAIN _____

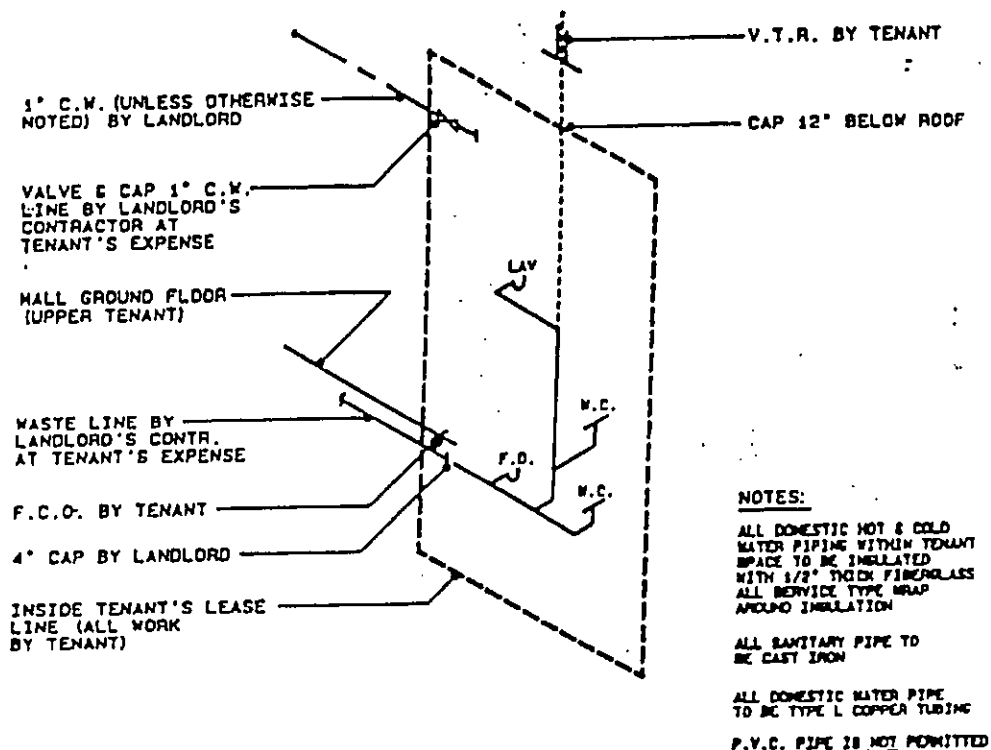


[illegible]

CHECK BY _____ DATE _____



11C



TYPICAL TENANT PLUMBING RISER

NO SCALE

DATED: 1/3/89

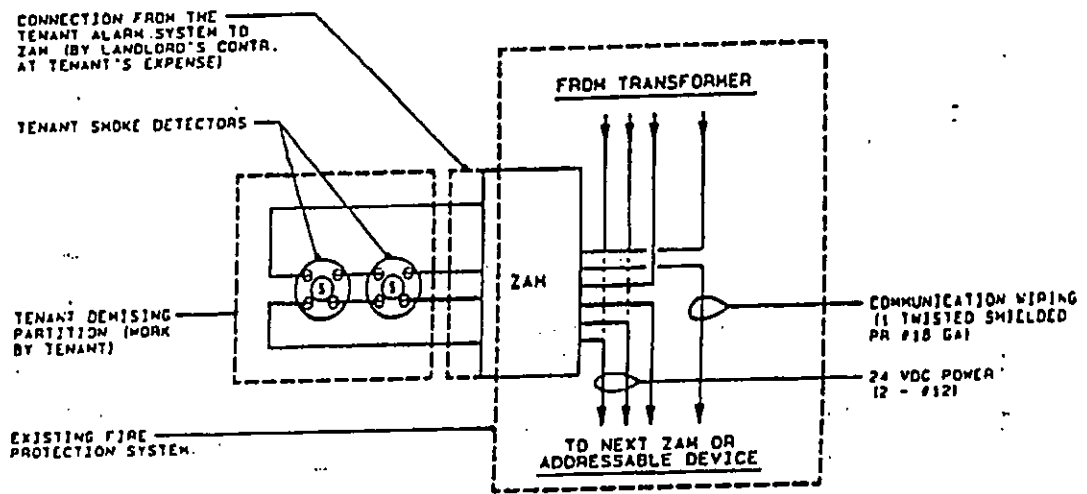
REVISED: 9/5/89



PLUMBING RISER

D I A G R A M

12B



TENANT SMOKE DETECTOR SYSTEM DETAIL

NO SCALE

DATED: 1/10/89



Z A M

D I A G R A M

1.

GOLDBERG KOHN LTD.

January 19, 2011

kristina.bunker@goldbergkohn.com
direct phone: 312.863.7191
direct fax: 312.863.7443

VIA FEDERAL EXPRESS

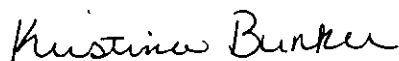
BMC Group, Inc.
Attn: Urban Brands Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Re: UBI Liquidating Corp. f/k/a Urban Brands, Inc. (Case No. 10-13005)
Large Apparel of Illinois, Inc. (Case No. 10-13017)

Dear Claims Processing:

Enclosed are the originals and one copy of each of the Proofs of Claim of EGI Properties, L.L.C. f/k/a Equity Properties and Development, L.L.C. for filing in the above-referenced cases. Please return a file-stamped copy of each of the Proofs of Claim using the enclosed, prepaid Federal Express envelope. Feel free to contact me at 312-863-7191 or kristina.bunker@goldbergkohn.com if you have any questions.

Sincerely,



Kristina A. Bunker
Bankruptcy Paralegal

Enclosures