

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	
Name of Debtor: Large Apparel of Tennessee, Inc.	Case Number: 10-13039-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 other entity to whom the debtor owes money or property): LAMAR CROSSING MAIDEN, LLC AND LAMAR CROSSING MCKINNEY, LLC	<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: Lamar Crossing Maiden, LLC C/O Time Equities, INC New York, NY 10003 Barcode: 25641042026581 YOUR CLAIM IS SCHEDULED AS: SCHEDULE ID: s925 AMOUNT/CLASSIFICATION: \$10,117.25 UNSECURED RECEIVED JAN 21 2011 BMC GROUP	
Name and address where payment should be sent (if different from above): Telephone No.: _____	<input type="checkbox"/> Check 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.
1. Amount of Claim as of Date Case Filed: \$ <u>11,474.74</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 type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges.	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.
2. Basis for Claim: <u>Rent and breach of lease</u> (See instruction #2 on reverse side.)	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
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.)	<input type="checkbox"/> Wages, salaries, or commission (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4).
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 checked="" 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: \$_____	<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 type="checkbox"/> Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9).
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$_____ (See Instruction #6 on reverse side.)	<input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$_____
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. 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 DOCUMENT MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:	* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 01/20/2011 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. <i>[Signature]</i> Blake H. Gibson IV, Esq. Pietrangelo Cook PLC, (901) 685-2662 6410 Poplar Ave., Suite 190 Memphis, TN 38119	Urban Brands Barcode: 00574

Arrearage and Debt -- Lamar Crossings McKinney LLC and Lamar Crossings Maiden LLC v. Urban Brands, Inc. (as of 9/21/10)
Court of General Sessions, Shelby County, Tennessee (Docket No. 1449326)

Cat	Date	Batch ID	Building ID	Lease ID	Src	Description	Charges (Debit)	Receipts (Credit)	Base Open Amt
LAT	4/20/2010	45644	LAMAR	3215	CH	APR LATE FEE	\$ 195.00	\$ -	\$ 195.00
LAT	5/20/2010	45644	LAMAR	3215	CH	MAY LATE FEE	\$ 195.00	\$ -	\$ 195.00
LAT	6/18/2010	45644	LAMAR	3215	CH	JUN LATE FEE	\$ 195.00	\$ -	\$ 195.00
LAT	7/20/2010	45644	LAMAR	3215	CH	JUL LATE FEE	\$ 195.00	\$ -	\$ 195.00
CAM	8/1/2010	45314	LAMAR	3215	CH	AUTOCHRG @T8/31/2010	\$ 563.09	\$ -	\$ 563.09
RET	8/1/2010	45314	LAMAR	3215	CH	AUTOCHRG @T8/31/2010	\$ 617.03	\$ -	\$ 617.03
RNT	8/1/2010	45314	LAMAR	3215	CH	AUTOCHRG @T8/31/2010	\$ 3,900.00	\$ -	\$ 3,900.00
LEG	8/11/2010	45644	LAMAR	3215	CH	LEGAL INV #6934	\$ 112.00	\$ -	\$ 112.00
LAT	8/18/2010	45644	LAMAR	3215	CH	AUG LATE FEE	\$ 195.00	\$ -	\$ 195.00
CAM	9/1/2010	45743	LAMAR	3215	CH	AUTOCHRG @T9/30/2010	\$ 563.09	\$ -	\$ 563.09
RET	9/1/2010	45743	LAMAR	3215	CH	AUTOCHRG @T9/30/2010	\$ 617.03	\$ -	\$ 617.03
RNT	9/1/2010	45743	LAMAR	3215	CH	AUTOCHRG @T9/30/2010	\$ 3,900.00	\$ -	\$ 3,900.00
LGL	9/20/2010		LAMAR	3125	CH	LEGAL FEES AND COSTS	\$ 227.50	\$ -	\$ 227.50
							-----	-----	
							\$ 11,474.74	\$ -	\$ 11,474.74

SHOPPING CENTER LEASE
BETWEEN
LAMAR SOUTH, LLC, A TENNESSEE LIMITED
LIABILITY COMPANY
AND
URBAN BRANDS, INC.

DATED: January 13, 2005

Table of Contents

	<u>Page</u>
Article I FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS.....	1
Section 1.1 Fundamental Lease Provisions.....	1
Article II SHOPPING CENTER, LEASED PREMISES AND TERM.....	4
Section 2.1 Covenants of Landlord's Authority/Landlord as a Trust.....	4
Section 2.2 Leased Premises.....	4
Section 2.3 Term.....	4
Section 2.4 Statement as to Lease Term.....	5
Section 2.5 Tenant to Open for Business.....	5
Article III RENTALS.....	5
Section 3.1 Fixed Rent and Percentage Rent.....	5
Section 3.2 Definition of Gross Sales.....	5
Section 3.3 Sales Records, Reports and Examination.....	6
Article IV COMMON AREAS, THEIR USE AND CHARGES.....	6
Section 4.1 Common Areas.....	6
Section 4.2 Use of Common Areas.....	7
Section 4.3 Cost of Maintenance of Common Areas.....	7
Article V UTILITY SERVICES.....	9
Section 5.1 Utilities.....	9
Section 5.2 Furnishing of Utility Services.....	9
Article VI REPAIRS AND MAINTENANCE.....	10
Section 6.1 Repairs by Landlord.....	10
Section 6.2 Repairs and Maintenance by Tenant.....	10
Section 6.3 Inspection.....	11
Section 6.4 Replacement of Glass.....	11
Article VII USE OF LEASED PREMISES.....	11
Section 7.1 Use of Leased Premises.....	11
Section 7.2 Rules and Regulations.....	11
Section 7.3 Signs, Awnings and Canopies.....	11
Section 7.4 Noise, Obstruction and Nuisances.....	12
Section 7.5 Adjacent Tenancy.....	12
Section 7.6 Right of First Offer on Adjacent Space.....	12
Article VIII TENANT'S BUSINESS RELATIONSHIP.....	12
Section 8.1 Relationship of the Parties.....	12
Article IX ADDITIONS, ALTERATIONS AND PERSONAL PROPERTY.....	12
Section 9.1 By Landlord.....	12
Section 9.2 By Tenant.....	13
Section 9.3 Indemnity and Insurance.....	13

Table of Contents

(continued)

	<u>Page</u>
Section 9.4 Mechanic's Liens.....	13
Section 9.5 Personal Property.....	13
Article X TAXES AND INSURANCE.....	14
Section 10.1 Tenant's Taxes.....	14
Section 10.2 Tenant's Participation in Real Estate Taxes.....	14
Section 10.3 Liability Insurance.....	15
Section 10.4 Increase in Fire Insurance Premium.....	15
Section 10.5 Landlord's Property Insurance.....	15
Article XI DAMAGES, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES.....	15
Section 11.1 Damage or Destruction by Fire or Other Casualty.....	15
Section 11.2 Mutual Release and Waiver.....	16
Section 11.3 Condemnation.....	16
Article XII DEFAULT BY TENANT AND REMEDIES.....	17
Section 12.1 Default.....	17
Section 12.2 Landlord's Remedies.....	17
Section 12.3 Default by Landlord.....	18
Section 12.4 Tenant's Remedies.....	18
Section 12.5 Expenses and Attorneys' Fees.....	19
Article XIII MORTGAGE FINANCING AND SUBORDINATION.....	19
Section 13.1 Subordination.....	19
Article XIV CONSTRUCTION OF PREMISES.....	19
Section 14.1 Construction.....	19
Section 14.2 Miscellaneous.....	19
Article XV OTHER PROVISIONS.....	19
Section 15.1 Indemnity.....	19
Section 15.2 Definition and Liability of Landlord.....	20
Section 15.3 Assignment or Subletting.....	20
Section 15.4 Notices.....	20
Section 15.5 Interest on Late Payments.....	20
Section 15.6 Short Form Lease.....	20
Section 15.7 Surrender of Leased Premises and Holding Over.....	21
Section 15.8 Operation.....	21
Section 15.9 Pro Rata Share.....	21
Section 15.10 Entire and Binding Agreement.....	21
Section 15.11 Provisions Severable.....	21
Section 15.12 Captions.....	21

Table of Contents

(continued)

	<u>Page</u>
Section 15.13 Intentionally Deleted.....	21
Section 15.14 Quiet Enjoyment.....	21
Section 15.15 Environmental.....	22

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE, made and entered into as of the day of, 2004, by and between Landlord, as hereinafter defined, and Tenant, as hereinafter defined.

WITNESSETH:

In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged by both parties hereto, Landlord hereby leases and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises now existing in Landlord's Shopping Center named below and described in Exhibit "A" attached hereto located in the City of Memphis, State of Tennessee upon the terms, covenants and conditions hereinafter contained.

ARTICLE I FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS

Section 1.1 Fundamental Lease Provisions.

A. SHOPPING CENTER:

Lamar Crossing Shopping Center
2200 Lamar Avenue
Memphis, TN

B. LANDLORD:

HOME OFFICE:

Lamar South, LLC
c/o KRT Development
137 Jordan Drive
Chattanooga, Tennessee 37421
Attention: Ron Devine

NOTICE ADDRESS:

Same as Home Office Address

C. RENTAL PAYMENT PLACE:

Same as Home Office Address.

D. TENANT:

HOME OFFICE:

Urban Brands, Inc.
Attn: Real Estate Dept.
100 Metro Way
Secaucus, NJ 07094

NOTICE ADDRESS:

Same as Home Office Address

E. LEASED PREMISES: Leased Premises shall constitute and mean that portion of the Shopping Center premises identified and/or outlined in red on Exhibit "B" hereto, having dimensions of approximately 39 X 100 feet, and containing approximately 3,900 square feet, known as space number 5.

F. PERMITTED USES: The Leased Premises shall be used solely for a retail clothing store, including accessories, the incidental sale of shoes and other related items as well as gift and sundry items. Tenant may not use the premises in violation of applicable law. The Tenant shall always conduct its operations in the leased premises under its trade name, Ashley Stewart or Marianne or under such other trade name to which the Landlord explicitly provides its consent in writing, provided, however, that in no event shall such trade name conflict with or duplicate the trade name of any other tenant or occupant in the Shopping Center.

G. LEASE TERM: The Primary Term of this Lease, is defined as and shall be for a period of five (5) years and several months ending on the expiration date, which shall be either January 31 or July 31 next closest to the Commencement Date, as hereinafter defined.

Tenant's obligations shall begin on the Commencement Date which shall be the earlier of

- (i) 90 days after:
 - (a) Landlord has completed its work in the Leased Premises as outlined in Exhibit "C"; and
 - (b) Landlord has tendered possession of the Leased Premises to Tenant, broom clean and free of any items of personality not belonging to Tenant, including, but not limited to signage and moveable trade fixtures, and.
- (ii) the date on which Tenant opened Leased Premises for business.

In the event that the Commencement Date is a date other than a first day of a calendar month, said Term shall be computed from the first day of the calendar month next following the Commencement Date.

In the event Landlord has failed to deliver said possession of the Leased Premises to Tenant in accordance with (i) (b) above, by October 1, 2005. Tenant may, at its option, cancel this Lease no later than five (5) days thereafter without further obligation upon written notice to Landlord.

If the Commencement Date occurs during either of the periods from (i) October 15 to March 1 or (ii) May 1 to August 1, Tenant may, at its option, delay opening for business and commencement of the Primary Term of this Lease until the expiration of such period.

H. LEASE YEAR: As used herein, the term "Lease Year" shall mean each successive period of twelve (12) calendar months, the first commencing with the first day of the first full calendar month from the date Tenant opens for business hereof and successive lease years commencing on the succeeding anniversaries thereof.

I. RENEWAL OPTIONS: Tenant shall have the right and option to extend the term of this Lease for any one or more of two (2) additional consecutive periods of five (5) years, beyond the expiration of the Primary Term upon the terms and conditions as set forth herein. Tenant may exercise its option for any extended term by written notice to Landlord at least ninety (90) days before the expiration of the Primary Term. In the event it exercises its first option, and at least ninety (90) days before the expiration of the extended term then in effect if it exercises subsequent options.

In the event that Tenant fails to notify Landlord of Tenant's intent to exercise any renewal option hereunder prior to the date set forth above (the "Notice Date"), Tenant's option(s) to renew shall remain in full force and effect for a period of thirty (30) days. Landlord shall send written notice to Tenant setting forth the expiration date of the Lease and advising Tenant that notice of renewal has not been received.

J. FIXED RENT:

PRIMARY TERM: FIVE (5) YEARS

1-5 years \$ 12.00 per sq. ft. \$ 3,900.00 monthly \$ 46,800.00 annually
(i) three (3 %) Percentage Rent Rate (ii) \$ 1,560,000.00 Base Gross Sales Amount.

FIRST OPTION TERM: FIVE (5) YEARS

6-10 years \$ 13.50 per sq. ft. \$ 4,387.50 monthly \$ 52,650.00 annually
(i) three (3 %) Percentage Rent Rate (ii) \$ 1,755,000.00 Base Gross Sales Amount.

SECOND OPTION TERM: FIVE (5) YEARS

11-15 years \$ 15.50 per sq. ft. \$ 5,037.50 monthly \$ 60,450.00 annually
(i) three (3 %) Percentage Rent Rate (ii) \$ 2,015,000.00 Base Gross Sales Amount.

K. LANDLORD'S TAX I.D. NO.: Landlord's Tax Identification Number ("TIN") is 20-1263672. If Landlord does not provide Tenant with its TIN, Landlord affirmatively represents that Landlord is not subject to 1099 withholding. Landlord further acknowledges that Tenant may, if required by Law, withhold a portion of Landlord's Fixed (Minimum) Rent payment and pay said withheld payments to the Internal Revenue Service, without incurring any liability to Landlord.

L. COMMON AREA MAINTENANCE CONTRIBUTION:

(i) COMMON AREA MAINTENANCE CONTRIBUTION: Shall not exceed \$ 0.85 for the first year, and may be adjusted annually, but not to exceed 5%, in any one (1) year, payable in equal monthly installments of \$ 276.25. CAM costs shall not include administrative costs or Landlord's Capital Expenditures. (See Section 4.3B).

(ii) TAXES: Shall not exceed \$ 1.75 for the first year, and may be adjusted annually, payable in equal monthly installments of \$ 568.75 (See Section 10.2).

(iii) INSURANCE: Included in CAM. (See Section 10.5).

M. PRO RATA SHARE: 65,000/3,900 (6 %) percent, representing the total number of square feet in the Leased Premises divided by the total number of leasable square feet in the Shopping Center.

N. TENANT ALLOWANCE: Intentionally deleted.

O. EXCLUSIVE USE: With the exclusion of Citi-Trends or Rainbow Apparel, Landlord agrees not to lease space after the date of lease execution in the Center to any tenant whose primary business is large size women's apparel during the term of this Lease and any extension thereof only so long as Tenant is open and conducting its normal business in the Leased Premises. Landlord also agrees not to permit any existing tenant in this center as of the date of lease execution to change its business for the sale of large size women's apparel so long as Landlord has the right under such tenant's lease to prohibit change. In the event that Landlord allows a new tenant selling large size women's apparel to open for business during the lease term or any extension thereof, Tenant shall have the option to (i) pay one half of the fixed minimum rent or (ii) terminate the Lease upon thirty (30) days prior written notice. This exclusive use clause does not apply to existing leases that are in force and effect at the time that this Lease is executed.

P. TENANT'S RIGHT OF TERMINATION: Tenant has the right to cancel this Lease if any of the following conditions or circumstances occur:

1. ANCHOR CLAUSE: The anchor tenant in the Lamar Crossing Shopping Center at the time this Lease was executed is Citi-Trends. As of the date of execution of this Lease, Landlord has no actual knowledge based solely on the actual knowledge of Ron Devine, that any anchor(s) mentioned in the preceding sentence is planning any action which would result in said anchor(s) ceasing operation of their store.

If Tenant has already opened for business, whether or not Landlord was notified of any anchor tenant ceasing operation or "downsizing" i.e., reducing the amount of its sales square footage, then; and a comparable tenant does not replace Citi-Trends within 12 months after Citi-Trends closed for business then Tenant may terminate this lease with 60 days written notice to Landlord.

- (a) Six months from the date any of the anchor tenants cease operation, Tenant will continue its operation in the Leased Premises paying three percent (3%) of previous month's gross sales, not to exceed the fixed minimum rent, on a monthly basis until such time as a comparable replacement anchor tenant opens for business, whereupon Tenant shall pay fixed minimum rent and percentage rent as provided for herein and/or;
- (b) Either Landlord or Tenant upon written notice may cancel this Lease and Tenant shall vacate in the event the anchor tenant is

not replaced with a comparable anchor tenant within a twelve (12) month period.

Landlord shall be required to give Tenant written notice of the closing of any anchor tenant in the Shopping Center.

For purposes of this Section, an anchor tenant is a "comparable replacement tenant" when such anchor tenant is engaged in same type of basic business as the anchor tenant and occupies substantially all of the space which was previously occupied by the anchor tenant.

Should any replacement anchor tenant also cease operation in its store, the same provisions as listed above shall apply.

2. OCCUPANCY CLAUSE: Intentionally deleted.

3. MINIMUM GROSS SALES CLAUSE: Intentionally deleted.

Q. EXHIBITS

- Exhibit A - Legal Description
- Exhibit B - Site Plan
- Exhibit C - Description of Landlord's Work (Landlord to provide)
- Exhibit C1 - Store Layout (page 1) and Lighting Grid (page 2)
- Exhibit D - Sign Criteria
- Exhibit E - Landlord's Rules and Regulations - See Article VII, Section 7.2
- Exhibit F - Exclusive Uses

ARTICLE II
SHOPPING CENTER, LEASED PREMISES AND TERM

Section 2.1 Covenants of Landlord's Authority/Landlord as a Trust.

A. Landlord represents and covenants that (1) prior to commencement of the Lease Term it will have either good title to or a valid leasehold interest in the land and building of which the leased premises form a part, and (2), upon Tenant performing all of its obligations hereunder, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

B. If Landlord is or becomes a Trust, Tenant may enforce the obligations and covenants of Landlord by bringing a legal or equitable action against the trustee of the trust estate ("Trustee"), who hereby consents to personal jurisdiction. The Trustee covenants and represents that Trustee is authorized to execute the Lease on behalf of the Landlord and to perform Landlord's covenants and agreements.

Section 2.2 Leased Premises.

For the purpose of this Lease, Leased Premises shall extend to the exterior faces of all walls or to the building line where there is no wall, or to the center line of those walls separating the Leased Premises from other leased premises in the Shopping Center, together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center.

Section 2.3 Term.

The Term of the Lease shall be as set forth in Article I, Section 1.1G. The period of time, if any, between the commencement of the Lease Term and the end of the month in which the Lease Term begins is hereinafter referred to as a "Fractional Month".

Section 2.4 Statement as to Lease Term.

Tenant, at Landlord's written request, shall from time to time execute, acknowledge and deliver written statements in recordable form: (1) ratifying this Lease; (2) specifying the commencement and termination dates of the Lease Term; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be so stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied or stating those not performed; (5) that there are no defenses or offsets against the enforcement of this Lease by Tenant or specifying any such defenses; (6) the date to which rental has been paid; (7) the actual number of square feet of floor space in the Leased Premises; and (8) that no rental has been paid in advance or specifying any such advance rental.

If Tenant fails to execute, acknowledge and deliver to Landlord or a mortgagee or prospective mortgagee of Landlord a statement in accordance with the foregoing provisions of this Section within twenty (20) business days, after receipt in writing, such shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that all conditions under the Lease to be performed by Landlord have been satisfied.

Section 2.5 Tenant to Open for Business.

When open for business, Tenant's approximate hours shall be 10:00 a.m. to 6:00 p.m., six (6) days a week, Monday through Saturday. Notwithstanding the foregoing, Tenant shall not be obligated to be open unless sixty percent (60%) of the other tenants are open, nor shall Tenant be required to open on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day, and one day per year for the taking of inventory. Tenant hereby agrees to initially open its store in the Shopping Center at the commencement of the Lease.

ARTICLE III RENTALS

Section 3.1 Fixed Rent and Percentage Rent.

Tenant shall pay to Landlord, without demand and without deduction or set-off, except as otherwise provided herein, at the Rental Payment Place as stated in Article I, Section 1.1C, or at such other address for the Rental Payment Place as Landlord by notice in writing to Tenant may from time to time direct, rent as follows:

A. Fixed Rent shall be payable at the annual rate provided in Article I, Section 1.1J(i), for each year of the Lease Term, in equal monthly installments during the Lease Term beginning on the "Commencement Date," as defined in Article I, Section 1.1G. The Fixed Rent for a Fractional Month (if any) shall be apportioned on a per diem basis, calculated on the basis of a thirty (30) day month.

B. In addition to the Fixed Rent, Tenant shall pay as Percentage Rent hereunder for each full Lease Year an amount equal to Tenant's "Gross Sales" (as hereinafter defined in Section 3.2) in excess of the Base Gross Sales Amount set forth in Article I, Section 1.1J(ii) multiplied by the Percentage Rent Rate set forth in Article I, Section 1.1J(i). Any such additional rent becoming due shall be payable within forty-five (45) days after the end of the preceding Lease Year.

In computing the Percentage Rent payable hereunder with respect to the first Lease Year of the term hereof, the gross sales received during the first fractional calendar month, if any, shall be added to the gross sales for the first Lease Year. The base sales for the first fractional calendar month, if any, shall be pro-rated on the basis of a thirty (30) day month and added to the base sales for the first Lease Year.

Section 3.2 Definition of Gross Sales.

The term "Gross Sales" as used herein shall mean the total dollar amount of the actual sales price, whether for cash or on credit or partly for cash and partly on credit, of all sales of merchandise and services and of any and all other receipts of business conducted in or from the Leased Premises, including but not limited to, all gift and merchandise certificates, mail or telephone orders received or filled at or from the Leased Premises, deposits not refunded to purchasers including all sums paid

on lay-away sales which are or shall become forfeited to Tenant, orders taken in and from the Leased Premises whether or not filled elsewhere, commissions received on vending machines or other coin operated devices, and sales by any subtenant, concessionaire or licensee of Tenant or otherwise in the Leased Premises.

Each sale upon installment or credit shall be regarded as a sale for the full price in the month during which the sale shall be made, irrespective of the time when it shall become an actual sale, except forfeited lay-away sales as above provided.

Gross Sales, however, shall not include any sums collected or paid out by Tenant for any rent tax, sales, use, occupation, or retail excise tax imposed by any duly constituted governmental authority upon purchases from Tenant at retail and collectible by Tenant from purchasers, nor the amount of returns to shippers, manufacturers and customers, to include exchanges, allowances and discounts and transfers of merchandise from the Leased Premises to other stores of Tenant. Sales to Tenant's employees, bad debts, insurance proceeds, credit card fees, check-cashing fees and proceeds from the sales of fixtures shall also be excluded from Gross Sales.

Section 3.3 Sales Records, Reports and Examination.

Tenant shall prepare and keep at the Corporate Office for a period of not less than three (3) years following the end of each calendar year, adequate books and records showing Gross Sales for each month throughout the Term.

On or before thirty (30) days after the end of each calendar year or partial calendar year of the Term, Tenant shall submit to Landlord a statement certified as correct by a Certified Public Accountant or, at Landlord's election, Tenant's chief financial officer, showing the Gross Sales during the last preceding calendar year, and Tenant shall pay at such time the entire amount of Percentage Rent then due hereunder.

Landlord or its duly authorized representatives may, during regular business hours, inspect the records of Gross Sales made by Tenant. Tenant and each licensee shall produce said records on request of Landlord. If Landlord's audit shall disclose a deficiency in Percentage Rent for such period Tenant shall promptly pay to Landlord the amount of such deficiency and if the deficiency is in excess of three percent (3%) of the Percentage Rent due, then Tenant shall promptly pay Landlord such deficiency together with Interest (as hereinafter defined) and the cost of such audit.

ARTICLE IV **COMMON AREAS, THEIR USE AND CHARGES**

Section 4.1 Common Areas.

Landlord shall make available within the Shopping Center all "Common Areas", defined as the entire area within the Shopping Center that is not leased or available for lease and is made available by Landlord for common use. Landlord shall administer, operate, maintain and repair the Common Areas and common improvements in a first class manner during the Term of this Lease, including but not limited to building walls, perimeter walls, canopies, supporting columns and roofs, sprinkler systems, parking areas, driveways, truck ways, delivery passages, loading docks, pedestrian sidewalks and ramps, ingress and egress roads, landscaped and planted areas, open and enclosed courts and malls, public restrooms, utility services extending to the service connections within the Leased Premises, and other facilities which are maintained and repaired by Landlord, as are indicated or suggested by the Shopping Center plan shown on Exhibit A and Exhibit B hereto, and any and all additional common areas and facilities as may be necessary in order to permit Tenant to operate the Leased Premises for the purposes described herein. Landlord shall also provide customary proper and sufficient illumination of all customer parking areas, delivery passages, loading docks, and service areas. Landlord shall operate, manage, equip, light, repair and maintain said common areas and facilities for their intended purposes in an economical and efficient manner. Landlord further agrees to keep the Common Areas in the Shopping Center, including without limitation, parking areas, exits, entrances, walks, and driveways, reasonably clean, free of dirt, snow, ice, refuse and obstructions, and to maintain in good condition and repair the drainage system for such areas.

In the event that a twenty percent (20%) or more of the parking areas or other common areas shall be damaged, destroyed, or otherwise made unavailable for their intended purposes by reason of natural

disasters, extreme weather conditions, or similar calamities, even though such causes are beyond the control of Landlord, and such interruptions shall continue for a period of sixty (60) days, Tenant shall have the right to terminate this Lease. Upon written notice to Landlord given no later than thirty (30) days after the expiration of the sixty (60) day period.

Landlord shall at all times provide sufficient parking spaces within the Shopping Center so as to assure that there will always be at least five (5) parking spaces per 1,000 square feet of leasable area in the Shopping Center. Failure to provide such parking spaces, or the occurrence of any event which reduces the number of parking spaces below a four (4) parking spaces per 1000 square feet of leasable area ratio, shall constitute an event of default by Landlord hereunder and shall entitle Tenant to exercise remedies available pursuant to Section 12.4 of Lease and shall entitle Tenant to terminate the Lease. Landlord agrees that no new buildings or structures, temporary or permanent will be built in a manner which materially and/or adversely impacts the visibility of or accessibility to the Leased Premises.

Section 4.2 Use of Common Areas.

Tenant and its concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Area as designated from time to time by Landlord subject to such reasonable rules and regulations as Landlord may from time to time impose including the designations of specific parking areas for which cars owned by Tenant, its concessionaires, officers, employees and agents. Tenant agrees after written notice thereof to abide by such rules and regulations and to use its reasonable efforts to cause its concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking; and Landlord may do such other acts in and to the common areas as in its judgement may be desirable to improve the convenience thereof provided. Notwithstanding the foregoing, Landlord will use reasonable efforts to perform said work with the minimum inconvenience, annoyance, disturbance or loss of business to Tenant, and so that such work shall be completed as expeditiously as possible. Landlord reserves the right to grant to third persons the non-exclusive right of ingress and egress and use in common with Landlord and all Tenants of the Shopping Center the common areas as designated from time to time by Landlord.

Section 4.3 Cost of Maintenance of Common Areas.

A. In addition to the rental otherwise specified herein, Tenant shall pay to Landlord as a contribution towards Common Area Maintenance, as defined in Article IV, Section 4.3C, an annual sum as set forth in Article I, Section 1.1L(a). This sum is payable in equal monthly installments postmarked no later than the tenth (10th) day of each month beginning on the date Tenant opens for business and continuing through the Lease Term, based upon the amount by which Tenant's "Pro Rata Share," representing the total number of square feet in the Leased Premises divided by the total number of leasable square feet in the Shopping Center which is equal to that percentage set forth in Article I, Section 1.1M. In addition, as of the end of each fractional calendar year, and each full calendar year, Tenant shall pay to Landlord a lump sum, the amount by which the total cost of common area maintenance exceeds the amount paid by Tenant towards common area maintenance during such period within 60 days after the end of such period. In the event the period for which such amount is owed is a fractional year, the numerator will be the number of days in such period, and the denominator will be 365. Should Landlord's actual costs at the end of each calendar year be less than the amount estimated, Landlord shall remit to Tenant the difference in a lump sum payment not later than 60 days after the end of such year.

B. Effective as of the first day of each calendar year after the first calendar year or fraction thereof, the annual amount set forth in Article I, Section 1.1L(i), shall be increased by an amount equal to the lump sum, if any, payable for the preceding calendar year or fractional calendar year as determined in Subparagraph (a), and the monthly payments shall be increased by 1/12 thereof. Notwithstanding the foregoing, Tenant's contribution towards Common Area Maintenance shall not be increased for any calendar year for "Controllable CAM Express", defined as those CAM Express under Landlord's direct control, such as repair, cleaning, maintenance, management and security costs by more than the lesser of five percent (5 %) of the contribution for the preceding

calendar year or the percentage increase in the actual amount paid by Landlord for CAM over the preceding year. The common area charges shall be subject to audit by Tenant or Tenant's representative at the address of Landlord as set forth in the Lease, at Tenant's expense during regular business hours for three (3) years following the end of the period used by Landlord for the final reconciliation of the Landlord costs. If Tenant's audit shall disclose a discrepancy in the amount billed, Landlord shall promptly pay to Tenant the amount of such discrepancy. If the discrepancy is five percent (5%) or greater, Landlord shall also pay the reasonable cost of the audit along with the amount owed Tenant, within thirty (30) days from the date of written demand of payment accompanied by an invoice for such audit costs. Should Landlord fail to make such payment, Tenant shall abate the amount owed from the next month's rental payment.

C. For the purpose of this Section, "Common Area Maintenance" means the cost and expenses incurred in operating and maintaining the common facilities (as hereinafter defined), actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, including the following: common area utility charges, planting and landscaping, parking lot cleaning, patching, seal-coats, painting and re-striping; cleaning; painting; maintain lighting; trash removal; snow and ice removal; maintenance, repair, and cleaning of public restrooms, sidewalks, stairways, curbs, Shopping Center signs, directional signs, markers and bumpers; storm drainage and other utility systems, plumbing and electrical systems, fire protection and security alarm systems, and the cost of security guards. "Common Facilities" means all areas, space, equipment and special services provided for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including parking areas, access roads, driveways, retaining walls, landscaping areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first-aid stations, washrooms and parcel pick-up stations.

D. For the purposes of this Section, there shall be excluded from Common Area Maintenance Charges the following:

1. Depreciation on equipment;
2. Ad valorem taxes and assessments;
3. Initial cost of constructing the Shopping Area, Leased Premises and Common Areas;
4. Costs of replacement of any parking area;
5. Capital expenditures including, by way of example, but not limited to, replacement of roofs;
6. Advertising and/or promotional expenditures;
7. Compensation paid to clerks, attendants or other persons in connection with lottery or other concessions operated by Landlord, unless such clerks are employed for purposes of operating the Shopping Center in addition to such lottery concessions and then only to the extent of the percentage of such employment;
8. The removal of rubbish for other occupants;
9. Wages, salaries or other compensation paid to any executive or employee above the grade of Shopping Center Manager;
10. Costs and expenses, fees or other compensation paid to property management firms for management of the Shopping Center;
11. Expenses incurred due to the negligence of Landlord or any occupant of the Shopping Center or their respective agents, employees or contractors;
12. Such costs as may be offset by contributions to Common Area and Common Improvement costs by tenants or occupants of space that is excluded from the denominator of Tenant's proportionate share of such charges;
13. Any reserves for future expenditures which would be incurred subsequent to the then current accounting year;
14. Fines, penalties, costs, expenses, or interest thereon, and/or liabilities arising out of or connected with Landlord's breach of the Lease or imposed upon Landlord or any co-tenant by any governmental authority for violations of applicable local, State and/or Federal

- laws applicable to the Leased Premises and the Shopping Center and including, but not limited to, laws relating to hazardous materials;
15. Renovating or otherwise improving or decorating, painting or redecorating space for other tenants or vacant space, other than ordinary maintenance provided to all tenants;
 16. Costs that are incurred in connection with prospective tenants, including brokerage fees and commissions for the sale or leasing of space in the Shopping Center;
 17. Legal fees and other costs incurred to enforce leases against other tenants, as well as the cost of providing additions, alterations, improvements or individual services for a particular tenant as contrasted to tenants in general, including without limitation, attorneys fees for actions regarding a particular tenant, negotiations of leases, brokerage commissions, rent concessions and build-out allowances;
 18. Principal and interest payments pursuant to any mortgage which encumber the Leased Premises or Shopping Center;
 19. Excess premiums for insurance covering the Common Areas occasioned by the extra hazardous use or activities of occupants other than Tenant;
 20. The costs of clean up, removal, or abatement of hazardous materials or emissions at the Shopping Center;
 21. Interest on debt or amortization payment of increases in interest or debt on any mortgages and rental under any ground or underlying lease or changes in deed of trust in connection with the purchase, refinancing or original construction of the Shopping Center;
 22. Costs or repairs or replacements due to faulty construction, design, workmanship, structural components, or other materials; costs and expenses for repairs or replacements due to the installation of antiquated machinery, equipment, components, pipes and lines or resulting from improper engineering or substandard quality;
 23. Any expenses related to an individual occupant of the Shopping Center or to a particular tenant space.

The charges for any services or materials, including those provided by affiliates or related parties of the Landlord which are included in operating costs, shall be competitive with charges for similar services or materials furnished by other independent contractors or suppliers in the area where the Shopping Center is located.

ARTICLE V UTILITY SERVICES

Section 5.1 Utilities.

A. Landlord shall, at its expense, cause to be installed the necessary mains, conduits and meters in order that water and sewer facilities, natural gas, electricity, telephone and any other utilities in amounts necessary to Tenant's conduct of business be available to the Leased Premises. It is understood that all services hereunder shall be separately metered to the Leased Premises.

B. Tenant shall be responsible for and shall promptly pay all reasonable charges, when due, for water, sewer, natural gas, electricity, telephone and any other utility used upon or furnished to the Leased Premises. Tenant's obligation to pay for such utilities shall commence as of the date of Tenant's entry into the Leased Premises or the date possession of the completed Leased Premises is delivered to Tenant.

Section 5.2 Furnishing of Utility Services.

Any utility or related service, including a privately owned sewerage disposal system, which Landlord elects to provide or cause to be provided to the Leased Premises may be furnished by any agent employed by Landlord or by an independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by the

Landlord or by the supplier of such utility or related service are competitive. In the event that electricity, sewerage service, or water shall be unavailable to the Leased Premises for a period of more than five (5) consecutive business days, due to Landlord's negligent or intentional actions, for any reason whatsoever, then Tenant shall be entitled to an abatement of all rental attributable to the entire period of unavailability, whether or not Tenant remains open during such time. Except for the abatement of rentals as provided above, interruption or impairment of utility or related services, caused or necessitated by repairs or by hazards beyond the reasonable control of Landlord, shall not give rise to any cause of action by Tenant against Landlord in damages or otherwise.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord.

Landlord shall make and pay for all repairs to the exterior of the building of which the Leased Premises are a part, excluding those repairs necessitated by Tenant's intentional acts or negligence, which shall be at Tenant's cost, including, but not limited to repairs to, roof (including drains, downspouts, flashing and parapets), exterior walls, sprinkler systems, foundations, floor constructions, pipes and conduits leading to and from utility installments, sidewalks, malls, parking areas and curbs.

At the time Tenant takes possession of the Leased Premises, the HVAC systems shall be in good repair and working condition. Landlord guarantees the HVAC systems for a period of twelve (12) months which begin on the date the store opens for business. At the end of one (1) year, Landlord will pass all remaining warranties to Tenant for the duration of this Lease.

In the event Landlord shall fail to make any repairs required under this Section, Tenant shall be entitled to make such repairs necessary to secure the Leased Premises at its expense and to charge Landlord for the full cost thereof. In order to exercise this right, Tenant shall give Landlord written notice of Landlord's failure to make any repair called for under this Section, and shall inform Landlord in such notice that it intends to make the repair unless Landlord completes same at the earliest possible date and, in any event, within thirty (30) days after the date of such notice. If Landlord fails to complete such repair within such thirty (30) day period and Tenant proceeds to make such repair, Tenant shall be entitled to collect from Landlord the full cost of the repair. Landlord shall reimburse Tenant within thirty (30) days after receiving demand for payment from Tenant, supported by one or more invoices or other proof from Tenant of the amount actually spent by Tenant. In the event Landlord shall fail to reimburse Tenant within such period, then Tenant shall be entitled to collect the amount of such repair, plus interest thereon at the rate of prime plus one (1%) percent per annum, by setting off such amounts against rental payments due to Landlord thereafter until the full amount of such repair plus interest has been recouped.

In the event of an emergency, Tenant may immediately make those repairs reasonably necessary to (a) secure the Leased Premises, or (b) which would otherwise restrict Tenant's ability to operate Tenant's business, or (c) to ensure the health or safety of Tenant's employees, customers, agents, invitees, contractors or concessionaires. Landlord shall reimburse Tenant within thirty (30) days after receiving demand for payment from Tenant, supported by one or more invoices or other proof from Tenant of the amount actually spent by Tenant. In the event Landlord shall fail to reimburse Tenant within such period, then Tenant shall be entitled to collect the amount of such repair, plus interest thereon at the rate of prime plus one (1%) percent per annum, by setting off such amounts against rental payments due to Landlord thereafter until the full amount of such repair plus interest has been recouped.

Section 6.2 Repairs and Maintenance by Tenant.

Tenant shall maintain and pay for all repairs to the interior of the Leased Premises and shall replace all items necessary to keep the same in a good state of repair, order and cleanliness, such as (but not limited to) fixtures, equipment and appurtenances, furnishings, lighting, partitions, doors; all glass, signs, floor coverings and periodic painting of the interior of the Leased Premises.

Tenant shall also maintain and keep in good repair all plumbing and electrical installations within the Leased Premises and floor coverings within the Leased Premises.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord, or if Landlord is required to make repairs by reason of Tenant's negligent acts or omissions, Landlord shall be entitled to make such repairs at its expense and to charge Tenant for the full cost thereof as soon as reasonably possible after thirty (30) days prior written notice (demand) to Tenant. Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, upon completion thereof, Tenant shall pay Landlord's costs for making such repairs within thirty (30) days of presentation of bill itemizing such costs. In the event Tenant shall fail to reimburse Landlord within such period, then Landlord shall be entitled to collect the amount of such repair, plus interest thereon at the rate of prime plus one (1%) percent per annum on the cost from the date of completion of repairs by Landlord.

Section 6.3 Inspection.

Landlord or its representative shall have the right to enter the Leased Premises at reasonable hours of any business day during the Lease Term to ascertain if the Premises are in proper repair and condition. Landlord will give Tenant a minimum of 48 hours' prior notice to Tenant's home office, store operations department, except in the event of an emergency.

Section 6.4 Replacement of Glass.

At the commencement of the Lease Term all glass in the Leased Premises shall be in good condition, undamaged and bearing no signage or identification from previous tenant. Tenant will, at its own expense, replace all glass thereafter broken or damaged unless the glass breaks due to a construction deficiency in the building.

ARTICLE VII USE OF LEASED PREMISES

Section 7.1 Use of Leased Premises.

Tenant covenants and agrees to use the Leased Premises only for the permitted uses set forth in Article I, Section 1.1F. Before attempting to enforce this provision of the Lease, Landlord will give Tenant written notice that it considers Tenant to be in default under this Section. Tenant shall then have a period of 30 days within which to cure said default or demonstrate to Landlord that its use of the Premises does not constitute a default. If Tenant fails to cure the default or convince Landlord that its usage does not constitute a default within such 30 day period, then and only then shall Landlord be entitled to pursue any legal or equitable remedies that it may have under applicable law for violation of this provision.

Section 7.2 Rules and Regulations.

Tenant shall abide by any and all reasonable rules and regulations promulgated in writing by Landlord, so long as such rules and regulations do not have any direct financial impact on Tenant. Said rules and regulations are attached to this Lease as Exhibit E. In the event no such rules and regulations are attached, Landlord shall not be entitled to require Tenant to observe any rules and regulations subsequently adopted by Landlord unless they shall be approved in advance by Tenant. All rules and regulations shall be applied and enforced by Landlord in a non-discriminatory manner.

Section 7.3 Signs, Awnings and Canopies.

Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Shopping Center. Tenant may erect and maintain on the exterior of the Leased Premises only a sign, which shall be of such size, style and type and in such locations as Landlord may approve in writing which approval shall not be unreasonably withheld or delayed. See Exhibit D for sign which has been approved by Tenant and Landlord.

Tenant shall have the right, at its sole cost and expense and in compliance with all applicable laws, to install and display signs, which are professionally prepared; window posters, promotional banners and pre-opening announcement sign.

Tenant shall maintain such signs in good condition and repair at all times. Tenant's installations and removals of such signs shall be made in a manner as to avoid injury, defacement and structural

overloading of the Leased Premises or other improvements. If any damage is done to Tenant's signs, Tenant shall repair same within ten (10) days from receipt of Landlord notice in writing or Landlord shall have the right to repair such signs and bill Tenant for cost of the repairs.

In the event Landlord shall erect a pylon or similar sign on the Shopping Center Premises, or in an area adjacent to the Shopping Center Premises, for the purpose of advertising the Shopping Center generally, Tenant shall have the right to have its business name, or any other name selected by Tenant for such purpose, included on the pylon; provided Tenant may be required by Landlord to pay its pro rata share of the cost of such pylon if Landlord elects to allocate the cost of the pylon sign among those tenants featured thereon and imposes a similar charge on all other such tenants.

Section 7.4 Noise, Obstruction and Nuisances.

Tenant covenants that it will not (i) display any merchandise or maintain any stands in front of the Leased Premises or on the line of buildings in the Shopping Center; provided, however, Tenant will be allowed to conduct sidewalk sales in front of the Leased Premises not more often than twelve (12) times per Lease Year so long as such sales do not significantly constrict pedestrian traffic on the sidewalks; (ii) erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other tenant in the Shopping Center, or tend to interfere with any such other tenant's business, unless such barricade or scaffolding is required for necessary repairs as stated in Article VI, Section 6.2; (iii) create or maintain, or allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises, sound effects, offensive odors and smoke or dust in or about the premises; (iv) place or maintain any signs in any parking area serving the Leased Premises; (v) commit any waste; or (vi) maintain or allow to be maintained any excessively bright lights, changing, flashing, flickering or lighting services or similar devices, the effect of which will be visible from the exterior of the Leased Premises.

Landlord covenants that it will not allow any other tenants in the Shopping Center to take any actions which would constitute a violation of this Section 7.4 and will include in the leases of such tenants a provision which is substantially similar to the prohibition set forth above in this Section 7.4.

Section 7.5 Adjacent Tenancy.

Landlord covenants that during the Term, Landlord may not lease, directly or indirectly, any adjacent space within 50 feet of the Premises to tenants primarily for the sale of food or beverages, a pet shop, beauty or nail salon, amusement arcade, adult book store or movie theater. These restrictions do not apply to a supermarket, grocery store, drug store or department store.

Section 7.6 Right of First Offer on Adjacent Space. [Intentionally Deleted.]

ARTICLE VIII TENANT'S BUSINESS RELATIONSHIP

Section 8.1 Relationship of the Parties.

Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; 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.

ARTICLE IX ADDITIONS, ALTERATIONS AND PERSONAL PROPERTY

Section 9.1 By Landlord.

Landlord hereby reserves the right at any time to make alterations or additions to the building in which the Leased Premises are contained and to build additional stores thereon provided such alterations or additions do not, in Tenant's sole judgement, materially interfere with Tenant's business or Tenant's access to all entrances needed by Tenant to conduct its business, and further provided that such alterations and additions must not create noise, dust, smoke, or similar conditions which would materially interfere with the conduct of the Tenant's business in the Leased Premises. Landlord also reserves the right, subject to Section 4.1, to construct other building or improvements

to the Shopping Center or common areas from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings so constructed. Landlord may not make additions to the rear of the Shopping Center which would materially restrict access to rear loading area of Tenant's space. Should such additions or alterations directly and materially affect Tenant's business, an equitable proportionate share of Tenant's rent shall be abated.

Section 9.2 By Tenant.

Tenant may from time to time, without the prior consent of the Landlord, at its own expense, alter, renovate or improve the interior of the Leased Premises provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and in a manner so as not to weaken or impair the strength or substantially lessen the value of the building in which the Leased Premises are located, and provided that the cost of any such alteration, addition and decoration does not exceed \$20,000. Any work done by Tenant under the provisions of this Section shall not interfere with the use by the other tenants of their premises in the Shopping Center.

In all other instances, Tenant shall secure the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. At such time, Tenant shall submit to Landlord a written description for such work, together with a statement of the estimated cost of such work and the name of the proposed contractor whom Tenant has contracted to perform said work. Landlord shall in all instances respond promptly to such requests or his approval shall be deemed to be granted.

Section 9.3 Indemnity and Insurance.

Tenant shall indemnify and hold Landlord harmless from any and all claims for damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages, expenses, court costs and attorneys' fees incurred in or resulting from claims made by other tenants of premises in the Shopping Center, their agents, employees, patrons and invitees.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims for damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Landlord under the terms of this Lease, including all costs, damages, expenses, court costs and attorneys fees incurred in or resulting from claims made by other tenants of premises in the Shopping Center, their agents, employees, patrons and invitees, and further including all claims and associated costs resulting from or in any manner associated with any alleged violation on or relating to the Leased Premises of the Americans with Disabilities Act of 1990, as it may be amended from time to time, or the regulations promulgated thereunder.

Before undertaking any alterations or constructions, Tenant shall obtain and pay for commercial general liability insurance insuring Landlord and Tenant against any liability which may arise as a result of such proposed alterations or construction work in an amount not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. A certificate of such policy shall be delivered to Landlord prior to the commencement of such proposed work. Tenant shall also maintain at all times "All Risk" property in the name of Landlord and Tenant as their interest may appear for full replacement cost of all alterations, decorations, additions or improvements in and to the Leased Premises, and all trade fixtures therein, in the event of fire or extended coverage of loss. Tenant shall deliver to Landlord evidence of such "All Risk" insurance policies which shall contain a clause requiring the insurer to give Landlord ten (10) days notice of cancellation of such policies.

Section 9.4 Mechanic's Liens.

If by reason of any alteration, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Tenant any mechanic's or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Leased Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days written notice from Landlord to Tenant regarding the filing of same.

Section 9.5 Personal Property.

All trade fixtures and equipment installed by Tenant in the Leased Premises shall be new or completely reconditioned and shall remain the property of Tenant.

At any time during the term of this Lease, so long as Tenant is not in default, Tenant may remove any or all trade fixtures, furniture, furnishings, signs, equipment, cash registers, inventory and any and all items of personal property placed in, on or about the Leased Premises by Tenant, licensees or concessionaires. Tenant agrees to repair any damage to the Leased Premises occasioned by the removal of any such items. Title of all of such trade fixtures, furniture, furnishings, signs, equipment, machinery, cash registers, inventory and any and all items of personal property shall remain in Tenant and Tenant alone shall be entitled to claim depreciation therefor so long as Tenant is not in default hereunder. Landlord hereby waives, releases and relinquishes any and all rights of distraint, levy, attachment or recourse to the trade fixtures, furnishings, signs, equipment, machinery, cash registers, inventory and personal property in the Leased Premises. Although the foregoing waiver, release and relinquishment shall be self-operative without the necessity for any further instrument or document, Landlord hereby agrees to furnish any vendor or other security arrangement, any consignor, and holder of reserved title or any holder of a security interest, upon written request from time to time, conditional waivers of Landlord's right to distraint, levy, attachment or recourse with respect thereto and exempting the same from distraint, levy, attachment or recourse.

The right granted Tenant in this Section 9.5 shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings (including wall-to-wall carpeting), glued or fastened to the floors or any paneling, tile or other materials fastened or attached to walls or ceilings all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that were furnished or paid for by Landlord. Buildings shall be left in a broom-clean condition subject to normal wear and tear, fire and other casualty, acts of God, condemnation, and the acts or omissions of Landlord, its agents, servants, employees or contractors all excepted. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease or within ten (10) days thereafter, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and the same shall become the property of Landlord. In such instance, Tenant shall be and remain responsible for all of Landlord's costs in removing and disposing of such abandoned property of Tenant.

ARTICLE X TAXES AND INSURANCE

Section 10.1 Tenant's Taxes.

Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operation and its personal property situated in the Leased Premises together with any sales or other tax imposed upon the rent paid to Landlord hereunder.

Section 10.2 Tenant's Participation in Real Estate Taxes.

If the Leased Premises are separately assessed for tax purposes, then Tenant shall pay, as additional rent, postmarked no later than the tenth (10th) day of each leased month, 1/12 of the actual amount of real estate taxes levied against the Leased Premises each year. In determining the amount of the monthly payments, the amount of the prior year's tax shall be utilized. In the event the actual taxes are more or less than the previous year's taxes, a lump sum adjustment shall be made by the appropriate party to the other party. Such adjustment shall be made no later than 90 days after the actual tax bill is received by Landlord.

If the Leased Premises are not assessed separately for real estate taxes by the taxing authority, Tenant shall pay a portion of the real estate taxes assessed against the Shopping Center. From the beginning of the Lease Term through the end of the first full calendar year of the Lease Term, the Tenant's obligation shall be the amount set forth in Article I, Section 1.1L(ii). Thereafter, Tenant's share shall be obtained by multiplying the amount of the taxes for the entire Shopping Center by a fraction, the numerator of which shall be the square footage of the Leased Premises and the denominator of which shall be the leasable square footage of the Shopping Center, as set forth in Article I, Section 1.1M. In setting the amount of such monthly assessments, Landlord may estimate the real estate taxes payable during any given year, utilizing the taxes payable in the previous year as the basis for such estimate, unless other more reliable information shall be available upon which to base the estimate. Should Landlord's actual taxes for any calendar year be more or less than the amount used for the monthly assessments, then a lump sum cash payment shall be made by the appropriate party to the other party not later than 60 days after the end of the calendar year.

Section 10.3 Liability Insurance.

Tenant shall maintain at its own expense commercial general liability insurance covering the Leased Premises with coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. The policy of insurance may be in the form of a commercial general liability policy covering the Leased Premises. A certificate of such insurance shall be delivered to Landlord.

Landlord shall carry commercial general liability insurance covering the exterior of the Leased Premises, including but not limited to, the Shopping Center and common areas and shall provide Tenant with a certificate of insurance.

Section 10.4 Increase in Fire Insurance Premium.

A. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance which may be carried by Landlord on the Leased Premises or the building of which they are a part, resulting from the type of merchandise sold or services rendered by Tenant in the Leased Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises.

B. Tenant shall not knowingly use or occupy the Leased Premises or any part thereof, or suffer or permit the same to be used or occupied for any business or purpose deemed extra-hazardous on account of fire or otherwise. In the event Tenant's use and/or occupancy causes any increase of premium for the fire insurance coverage, on the Leased Premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, Tenant shall pay such additional premium on the fire insurance policies. Tenant shall also pay in such event, any additional premium on the rent insurance policy that may be carried by Landlord for its protection against rent loss through fire. Invoices for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and paid as, additional rent; but such increases in the rate of insurance shall not be deemed a breach of this covenant by Tenant.

Section 10.5 Landlord's Property Insurance.

Landlord shall at its own expense carry "All Risk" property damage and Business Interruption insurance on the Shopping Center and common areas for full replacement cost for the Leased Premises and commercial general liability insurance on the Shopping Center and common areas for full replacement cost; provided the minimum coverage shall be \$1,000,000 per occurrence/\$1,000,000 annual aggregate. Tenant agrees to pay Landlord as additional rent, postmarked no later than the tenth (10th) day of each lease month, its pro-rata share of the cost of "All Risk" property and Business Interruption insurance and commercial general liability insurance on the Shopping Center; provided the monthly payments through the end of the full calendar year after the beginning of the Lease Term shall be the amounts set forth in Article I, Section 1.1L(iii). Tenant's pro-rata share shall be calculated in the same manner in which real estate taxes are pro-rated in Article X, Section 10.2. Tenant shall pay such additional rent within thirty days after notification from Landlord that such insurance reimbursement is due. Should Landlord's actual costs at the end of each lease year, including the first lease year, be less than the amount estimated, Tenant shall be entitled to a credit against the ensuing year's contributions or shall be entitled to payment within thirty days after the end of the Lease Term, whichever shall apply. Landlord shall provide Tenant with evidence of insurance covering the shopping center and common areas.

ARTICLE XI

DAMAGES, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES

Section 11.1 Damage or Destruction by Fire or Other Casualty.

If the Leased Premises are damaged or destroyed by fire, flood, tornado or by the elements, or through any casualty, or otherwise, after the commencement of the Lease Term, this Lease shall

continue in full force and effect, and Landlord at its expense shall promptly restore, repair or rebuild the Leased Premises including but not limited to the store front, to the same condition as it existed when the possession of the Leased Premises were turned over to the Tenant at the commencement of the Lease Term, within one hundred twenty (120) days after such damage or destruction. Intent on the Landlord's part to rebuild should be made at the end of sixty (60) days or Tenant may terminate this Lease at Tenant's option. In the event Landlord fails to restore the Leased Premises as aforesaid, Tenant's sole remedy against Landlord shall be to terminate this Lease as of the date of such casualty. Rent and additional rent, if any, shall abate from the date of such damage or destruction until Tenant reopens in the restored Leased Premises. In the event that only a part of the Leased Premises or some other area of the Shopping Center is untenable or incapable of use for the conduct of normal business therein, a just and proportionate part of the rent shall be abated from the date of such damage until thirty (30) days after Landlord has completely repaired same and notified Tenant of such fact.

In the event that the Leased Premises shall be damaged in whole or in substantial part within the last twenty-four (24) months of the Lease Term, Landlord or Tenant shall have the option, exercisable within thirty (30) days following such damage, of terminating this Lease, effective as of the date of mailing notice thereof. Not later than 30 days after the occurrence of any such damage or destruction, Landlord shall notify Tenant in writing as to whether Landlord reasonably believes that the damage or destruction can be completely restored and repaired within a period of 120 days after the date of damage or destruction. Intent on the Landlord's part to rebuild should be made at the end of sixty (60) days or Tenant may terminate this Lease at Tenant's option. In the event Landlord states that it does not believe the repair or restoration can be accomplished within that time period, then either Landlord or Tenant may elect to terminate this Lease in its entirety, and such termination shall be effective as of the date either Landlord or Tenant shall notify the other party of such election in writing.

In the event 50% or more of the Shopping Center shall be destroyed or damaged, then, whether or not the Leased Premises shall be damaged, Tenant will have the right to (i) terminate the Lease or (ii) pay Percentage Rent only, not to exceed the fixed minimum rent, until such damage has been completely repaired or restored.

If the access to the Leased Premises as shown in Exhibit B of the Lease is temporarily or substantially reduced, base rent shall equitably be abated during such period of reduced accessibility and Landlord shall supply additional alternative access during such period of reduced accessibility.

Tenant shall give to landlord prompt written notice of any damage to or destruction of any portion of the Leased Premises resulting from fire or other casualty.

Section 11.2 Mutual Release and Waiver.

Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost damage or expense or is required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.3 Condemnation.

In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire and Tenant shall have the right to vacate the Leased Premises, following which Landlord and Tenant shall thereupon be released from any further liability hereunder.

In the event that a portion of the floor area of the Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Tenant shall have the right to cancel and terminate this Lease, upon giving Landlord notice of such election within thirty (30) days after the receipt by Tenant from Landlord of notice that said Leased Premises have been so appropriated or taken. In the event of such cancellation, Landlord and Tenant shall thereupon be released from any further liability under this Lease. Should Landlord be notified of a pending appropriation or taking or immediately after any appropriation or taking, Landlord shall give Tenant notice thereof. If this Lease shall not be terminated as provided in this Section, then Landlord at its cost and expense shall immediately restore the building to a complete unit of like quality and character and the rent shall be adjusted proportionately, based on the square footage taken. In the event a portion of the parking area of the Shopping Center shall be taken under the power of eminent domain, and such taking shall cause the parking space ratio for the entire Shopping Center to be less than four parking spaces per 1,000 square feet of leasable area, then Tenant shall have the right to terminate this Lease in its entirety.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, and/or depreciation to, damage to, and/or cost of removal of, and/or for the value of stock and/or trade fixtures, furniture and other personal property belonging to Tenant.

ARTICLE XII DEFAULT BY TENANT AND REMEDIES

Section 12.1 Default.

Each of the following shall be deemed to be an event of default by the Tenant and shall be deemed to be a breach of the Tenant's obligations under this Lease.

A. The failure to pay the rent or any other charges required to be paid by the Tenant under this Lease when they are due, as herein provided, if such failure is not cured within ten (10) days after written notice of default from Landlord.

B. The failure of the Tenant to perform any other material covenant, condition or agreement of this Lease for more than thirty (30) days after notice in writing from Landlord specifying the nature of the default; provided, however, if the nature of the default is such that it can reasonably be cured, but not within such period of thirty (30) days, and work thereon shall be commenced within that period and diligently prosecuted, Tenant shall not be considered in default until and unless Tenant ceases to prosecute diligently its efforts to cure the default.

C. The appointment of a receiver to take possession of all or substantially all of the assets of the Tenant.

D. The general assignment by Tenant for the benefit of creditors.

E. The dissolution or the commencement of any action for the dissolution or liquidation of the Tenant.

F. The filing of any petition or the institution of any proceedings under Chapter 7 or its equivalent under any State or Federal Bankruptcy Act or Code by the Tenant.

Section 12.2 Landlord's Remedies.

A. In the event of any continuing default or breach hereof by the Tenant, the Landlord may immediately, or at any time thereafter without notice, cure such breach or default for the account and at the expense of the Tenant. If the Landlord at any time, by reason of such default or breach, is compelled or elects to pay any sum of money, or incurs any expenses, including reasonable attorneys' fees, in instituting, prosecuting or defending any action to enforce or protect Landlord's rights hereunder, such sums or expenses, together with costs and damages, shall be deemed to be additional rent hereunder and shall be due from the Tenant to the Landlord on the same terms as provided for the payment of rent hereunder.

B. Upon a continuing default by the Tenant as set forth in Article XII, Section 12.1:

1. Landlord may give written notice to Tenant that the Landlord elects to terminate this Lease on a date specified in said notice; or

2. Landlord may re-enter and retake possession of the premises by any lawful means without terminating the Lease. Landlord may remove all persons and property from the Premises and may store the property at the expense and for the account of Tenant without liability for any damage on account of said removal. Landlord's re-entry shall not be deemed either an acceptance, surrender or termination of this Lease, and Tenant shall nevertheless remain liable for the rent and any other charges or items payable by Tenant as provided in this Lease, for the balance of the Lease Term herein demised. Landlord may, without notice, repair or alter the Premises in such manner as the Landlord may deem necessary or reasonable; and relet the Premises, or any part thereof, upon such terms and conditions as Landlord deems appropriate, in Landlord's name, or as agent of the Tenant, and from any rents so collected and received, the Landlord shall first pay to itself the expenses and costs of retaking possession, repairing and/or altering the premises, and the expenses of removing persons and property therefrom, and any costs or expenses in securing the new Tenant; and, thereafter, any balance remaining shall be applied by the Landlord in payment of the taxes, insurance premiums, repairs and other items payable by the Tenant pursuant to this Lease, and then on account of the rent reserved herein and unpaid by the Tenant for the remainder of the term of the Lease. Should the rent so collected by the Landlord after payments aforesaid be insufficient to fully pay the taxes, insurance premiums, repairs, rents and the costs of retaking of possession stipulated for herein, the balance shall be paid by the Tenant on the rent days herein specified; that is upon each of such rent payment days, Tenant shall pay to the Landlord the amount of the deficiency, and that the right of the Landlord to recover from the Tenant the amount thereof or the amount of the rent herein reserved, if there is not reletting, shall survive the issuance of any warrant of dispossession or other termination of the Tenant's occupancy. Suit or suits for the recovery of such deficiency or damages or for any installment of rent hereunder, may be brought by the Landlord from time to time, at its election, and nothing herein shall be deemed to require the Landlord to await the date on which this lease or the term herein would have expired had there been no such default by the Tenant. In the event Landlord elects to bring an action against Tenant for rents not yet due, or otherwise accelerate the Tenant's obligation for future rents, then the measure of damages sought by Landlord shall be the present value of future rents due minus the present market value of the leasehold interest surrendered by Tenant.

Section 12.3 Default by Landlord.

If the Landlord shall fail to perform any material covenant, condition or agreement of this Lease for more than thirty (30) days after notice in writing from Tenant specifying the nature of the default (as may be specified in this Lease), then the Landlord shall be in default under this lease agreement; provided, however, that if the default is reasonably capable of being cured but not within the thirty (30) day period, Landlord shall not be deemed in default hereunder if it commences to cure the default within the thirty (30) day period and diligently prosecutes the cure to completion.

Section 12.4 Tenant's Remedies.

A. In the event of any default or breach hereof by the Landlord, the Tenant may cure such breach or default for the account of and at the expense of the Landlord. If the Tenant at any time, by reason of such default or breach, elects to pay any sum of money owed by Landlord, or incurs any reasonable expenses, including reasonable attorneys' fees, in instituting, prosecuting or defending any action to enforce or protect Tenant's rights hereunder, such sums or expenses, together with costs and damages, shall be due from the Landlord to the Tenant within ten (10) days of the submission of a bill to the Landlord. If Landlord fails to properly make full payment of this amount, Tenant may reimburse itself by withholding rents and other payments due under this Lease.

B. In addition to remedies provided by law, upon default by the Landlord as herein provided, Tenant may continue its possession and use of the Premises under the terms of this agreement, subject to the provisions of subsection (A) hereinabove.

Section 12.5 Expenses and Attorneys' Fees.

If either party shall at anytime be adjudged in default hereunder, or if either party incurs any expense in connection with any action or proceeding instituted by either party reasonably necessary to protect, enforce, or defend its rights under this Lease, and if the other party shall deem it necessary to engage attorneys to enforce its rights hereunder, then the prevailing party will reimburse the other party for the reasonable expenses incurred thereby, including but not limited to court costs and reasonable attorneys fees. These fees and costs will be due without question or qualification if and when a final judgment or court order shall be obtained confirming or declaring that such party has committed an event or act of default under this Lease.

ARTICLE XIII
MORTGAGE FINANCING AND SUBORDINATION

Section 13.1 Subordination.

Tenant shall, upon the written request of either Landlord or the holder of any mortgage or deed of trust on the Shopping Center, execute any documents expressly subordinating this Lease to any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the premises or future additions thereto, and Tenant shall execute and deliver upon demand, such further instruments subordinating this Lease to the lien and of any such mortgage or mortgages, provided any such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagees and that the rights of Tenant shall remain in full force and effect during the term of this Lease and any extension thereof, notwithstanding any default by the mortgagors with respect to the mortgages or any foreclosure thereof, so long as Tenant shall perform all of the covenants and conditions of this Lease. Tenant agrees to execute all agreements required by this Lease within twenty (20) business days after receipt of such. Tenant agrees to execute all agreements required by Landlord's mortgagee or any purchaser at a foreclosure sale or sale in lieu of foreclosure within twenty (20) business days after receipt of such, by which agreements Tenant will attorn to the mortgagee or purchaser.

ARTICLE XIV
CONSTRUCTION OF PREMISES

Section 14.1 Construction.

Landlord agrees, at its expense, to construct the premises in a good and workmanlike manner in accordance with the specifications which are attached hereto as Exhibit "C" (Landlord to provide). Such construction shall be in conformity with the building codes and the laws of such authorities having jurisdiction.

Landlord further agrees that all such construction shall comply with all requirements relating to access to and the use of the premises by persons who are physically challenged as mandated by the Americans with Disabilities Act of 1990, as it may be amended from time to time, and as modified by the issuance of regulations thereunder or interpreted by lawful authority.

Time is of the essence of this Lease.

Section 14.2 Miscellaneous.

Notwithstanding anything to the contrary contained herein, it is mutually agreed by the Landlord and Tenant that the Landlord has no additional construction finish responsibilities beyond the present "as is" condition.

ARTICLE XV
OTHER PROVISIONS

Section 15.1 Indemnity.

Tenant during the term hereof shall indemnify and save harmless Landlord from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property occurring within the Leased Premises and immediately adjoining the premises and arising out of the use and occupancy of the Leased Premises by Tenant, or occasioned wholly or in part by any act or

omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires, excepting however such claims and demands, whether for injuries of persons or loss of life, or damage to property, caused by acts or omissions of Landlord, its agents, servants, employees or contractors. Landlord during the term hereof shall indemnify and save harmless Tenant from and against any and all claims and demands, whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of Landlord's use of the common areas and facilities (if any), or the condition of the Leased Premises or the Shopping Center. If, however, any liability arises in the common area because of the negligence of Tenant, Tenant's agents, employees or contractors, then in such event Tenant shall hold Landlord harmless.

Section 15.2 Definition and Liability of Landlord.

The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of landlord hereunder and it shall be deemed without further agreement between the parties and such purchase(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder.

It is specifically understood and agreed that there shall be no personal liability of Landlord in respect of any of the covenants, conditions or provisions of this Lease.

Section 15.3 Assignment or Subletting.

Tenant may assign this Lease or may sublet the Leased Premises or any part thereof with the consent of the Landlord, such consent not to be unreasonably withheld, but notwithstanding any such subletting or assignment, Tenant shall remain primarily liable for the performance of all terms and conditions of the Lease.

Notwithstanding the foregoing, Tenant may assign or sublet this Lease without the consent of Landlord if such assignment or subletting is to facilitate the sale of all or a substantial portion of the assets or controlling interest in the securities of the Tenant, the sale of the pertinent operating division of the Tenant, merger or other corporate reorganization, or transfer to an affiliated company; provided such assignment or subletting is for the continued use of the Leased Premises for the purpose set forth herein.

Section 15.4 Notices.

Whenever 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 by overnight express mail with a national carrier. In the event of an emergency repair, either party will acknowledge a facsimile as reasonable notice.

Notice to Landlord shall be addressed as specified in Article I, Section 1.1B, and notice to Tenant shall be addressed as specified in Article I, Section 1.1D, or, in each case, to such other address as either may from time to time designate in writing to the other. Any notice under this Lease shall be deemed to have been given at the time it is placed in the U. S mail with sufficient postage prepaid.

Section 15.5 Interest on Late Payments.

Should Tenant fail to pay when due any installment of fixed rent, additional percentage rent or any other sum payable to Landlord under the terms of this Lease, then interest at the maximum legal rate in effect in the State where the Shopping Center is situated or prime plus one (1) per annum, whichever is lower, shall accrue after the tenth (10th) day following the date on which notice of nonpayment is given.

Section 15.6 Short Form Lease.

Tenant agrees not to record this Lease without the express written consent of Landlord and further agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a short form lease suitable for recording.

Section 15.7 Surrender of Leased Premises and Holding Over.

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereof to Tenant, reasonable wear and tear excepted, and fire and other casualty, acts of God, condemnation, the acts or omissions of Landlord, its agents, servants, employees or contractors all excepted, and Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term. If Tenant holds over in the Leased Premises beyond the Term, such holding over establishes a tenancy from month to month. All obligations and duties imposed upon the Parties remain the same during such period except that Tenant's Minimum or Fixed Rent shall increase to One Hundred Fifty Percent (150%) of the amount paid during the last month of term of the Lease or extended term then in effect.

Section 15.8 Operation.

Nothing contained herein shall be deemed to constitute an obligation on the part of Tenant to remain open for business at any time or for any period of time, it being understood by the Landlord that Tenant shall have the right to determine in its own discretion whether and when it will open and remain open for business in the Leased Premises. Landlord shall have the right to recapture the Lease Premises and terminate this Lease if Tenant closes its store upon written notice to Tenant.

Section 15.9 Pro Rata Share.

Wherever the term "Pro Rata Share" appears in this Lease the same shall be deemed to be the percentage or fraction represented by the total number of leasable square footage in the Leased Premises divided by the total leasable square footage of all buildings in the Shopping Center, including added or enlarged buildings.

Section 15.10 Entire and Binding Agreement.

This Shopping Center Lease contains all of the agreements between the parties hereto and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in the Lease.

Section 15.11 Provisions Severable.

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 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 15.12 Captions.

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of the Lease to which they relate.

Section 15.13 Intentionally Deleted.

Section 15.14 Quiet Enjoyment.

Landlord covenants, warrants and represents that Landlord has full right and power to execute this Lease, that Landlord has, or has contracted to acquire fee simple marketable title to the Leased Premises, and that the Tenant, upon paying the rent and other charges herein reserved and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges belonging or appertaining thereto, during the full term of this Lease and any extensions hereof.

Section 15.15 Environmental.

Landlord warrants and represents that any use, storage, treatment or transportation of Hazardous Substances which has occurred in or on the Leased Premises or the Shopping Center prior to the date hereof has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord additionally warrants and represents only to the best of Landlord's actual knowledge, based solely on the environmental reports of _____, dated _____, 2004, (the "Environmental Report") that other than as disclosed in the Environmental Report no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Leased Premises and that the Leased Premises are free of Hazardous Substances as of the date hereof. As used herein, "Hazardous Substance" shall include any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State in which the Leased Premises are situate, or the United States government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum.

Landlord agrees to indemnify, defend and hold harmless the Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising prior to, during or after the Lease Term from or in connection with the presence or suspected presence of Hazardous Substances in, on, or about the Leased Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct of Tenant, Tenant's agents, employees, contractors or invitees. Without limitation of the foregoing, this indemnification shall specifically include any and all costs due to Hazardous Substances which flow, diffuse, migrate or percolate into, onto or under the Leased Premises prior to, during or after the Lease Term commences.

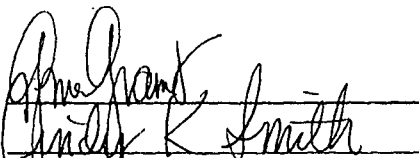
The provisions of this Section 15.15 shall be in addition to any other obligations and liabilities Landlord may have to Tenant at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

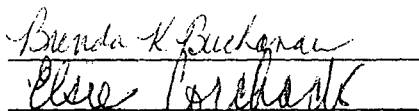
Landlord recognizes the Tenant is a retail tenant and does not store or use Hazardous Substances in its operation.

[Signatures on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written each acknowledging receipt of an executed copy hereof.

WITNESSES:


As to Landlord


As to Tenant

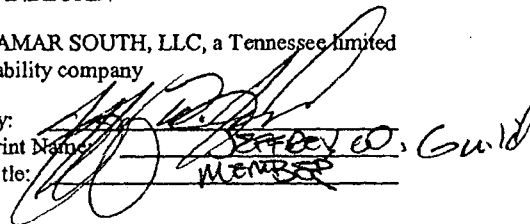
LANDLORD:

LAMAR SOUTH, LLC, a Tennessee limited liability company

By:

Print Name:

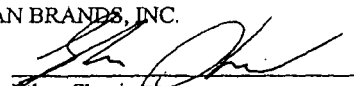
Title:


Brandon W. Gould
MEMBER

TENANT:

URBAN BRANDS, INC.

By:

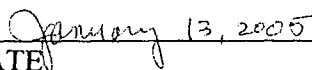

Ethan Shapiro
Its President and CEO

RIDER TO LEASE
LAMAR CROSSING SHOPPING CENTER


This Lease shall be contingent upon the President/CEO of Urban Brands, Inc. visiting and approving the site, i.e., Lamar Crossing Shopping Center, Memphis, TN. Should Mr. Ethan Shapiro, President/CEO deem the location to be in the best interest of the Company, then this Lease shall be in full force and effect. If the site is not approved by Mr. Shapiro, this Lease shall be null and void upon written notification to the Landlord.



Ethan Shapiro
President/CEO



DATE



Witness



Witness

EXHIBIT "A"

PROPERTY DESCRIPTION

LAMAR CROSSING SUBDIVISION, LOT 2 (NOT YET RECORDED)

MEMPHIS, TENNESSEE

Being a portion of Lots 7 and 8 of the Isaac Smith Subdivision as recorded in the Shelby County Register's Office, Plat Book 3, Page 71 and more particularly described by metes and bounds as follows:

Beginning at a point in the south line of Schultz Road (20.00' Right-of-Way), said point being 403.36 feet east of the extended intersection of the northeast line of Lamar Avenue (92.00' Right-of-Way) and said south line, as measured along said south line; thence N89°42'48"E, and with said south line, a distance of 77.44 feet to a point; thence N29°11'24"W, and with the east line of Schultz Road, a distance of 11.42 feet to a point; thence N89°42'48"E, and with a south line of Section B, Johnson's Cherokee Subdivision as recorded in said Register's Office, Plat Book 15, Page 28, a distance of 543.03 feet to a point in a west line of Section B, Johnson's Cherokee Subdivision; thence with said west line S00°22'09"E a distance of 945.08 feet to a point in the north line of the Viola Jenkins Subdivision as recorded in said Register's Office, Plat Book 41, Page 71; thence with the north line of said subdivision S89°37'25"W a distance of 138.00 feet to a point; thence N00°21'40"W a distance of 204.30 feet to a point; thence S89°42'48"W a distance of 81.30 feet to a point; thence N42°03'39"W a distance of 46.34 feet to a point; thence S89°37'51"W a distance of 188.60 feet to a point; thence S55°33'26"W a distance of 92.94 feet to a point in the east line of Lamar Avenue; thence with said east line N34°12'43"W a distance of 40.00 feet to a point; thence leaving said east line N55°33'26"E a distance of 59.51 feet to a point; thence along a tangent curve to the left having a radius of 50.00 feet, arc length 12.81 feet (chord = N48°20'04"E, chord length = 12.57 feet) to a point of tangency; thence N41°06'41"E a distance of 125.94 feet to a point; thence along a tangent curve to the left having a radius of 50.00 feet, arc length 86.73 feet (chord = N03°28'59"E, chord length = 81.10 feet) to a point of tangency; thence N34°12'43"W a distance of 265.43 feet to a point; thence along a tangent curve to the left having a radius of 10.00 feet, arc length 15.71 feet (chord = N79°12'43"W, chord length = 14.14 feet) to a point of tangency; thence S55°47'17"W a distance of 206.14 feet to a point; thence S34°12'43"E a distance of 85.00 feet to a point; thence S55°47'17"W, a distance of 15.00 feet to a point in the east line of said Lamar Avenue; thence with said east line N34°12'43"W a distance of 200.00 feet to a point; thence leaving said east line N55°47'17"E a distance of 15.00 feet to a point; thence S34°12'43"E a distance of 85.00 feet to a point; thence N55°47'17"E a distance of 217.64 feet to a point; thence N34°12'43"W a distance of 119.24 feet to a point; thence N84°50'20"W a distance of 19.18 feet to a point; thence N58°04'12"E a distance of 47.98 feet to a point; thence N00°34'25"W a distance of 115.33 feet to the POINT OF BEGINNING and containing 9.570 acres.

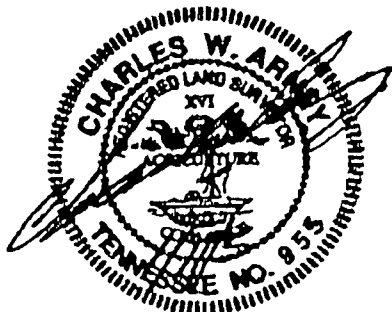


EXHIBIT "C"

- Landlord to provide all utilities into space
- Sanitary Sewer connected to toilet facilities
- Domestic Water connected to toilet facilities
- Electrical Service shall be 12/208v – 3 phase 4 wire; service size to be adequate for total connection load – minimum 125 amp. including panel(s) and breakers
- Telephone conduit from point of connection to Tenant's space with pull string
- Sprinkler system (if required by code) with layout determined by Tenant's wall layout
- 3°7° Metal door and frame to service area w/non removable pin hinges
- 4 inch thick concrete floor, ready to receive carpet
- Structural frame in accordance with code
- Demising walls with 5/8 inch sheetrock from floor to underside of roof deck – taped/floated, ready for paint
- ADA compliant restroom(s) in stock area with water heater – number of restrooms TBD by local code
- Janitor sink and drinking fountain if required by code
- 2x4 grid ceiling with acoustical tiles at 10' 0" AFF
- Pair of 3°7° Glass/aluminum storefront doors with closers and locking aluminum hardware (single door acceptable if existing)
- Complete heating/air conditioning system equal to one ton/350 sq ft to maintain 72° @ 90° outside temperature and heating to maintain 70° @ 0° outside temperature; unit to have five (5) year warranty
- One (1) 2x4 4-tube fluorescent fixture for every 60 ft of leasable space
- Junction box with pull string from storefront sign band to electric panel
- One (1) duplex outlet every 20 lineal feet of wall mounted at height per code
- Weatherproof outlet at rooftop HVAC unit (if required by code)
- One (1) duplex outlet in ceiling at each storefront window
- Exhaust fan in restroom vented to outside (if required by code)
- Roof and wall insulation as per code
- Exit and Emergency (as required by code)
- Sign band ready for Tenant's signage

EXHIBIT "C1"
CONSTRUCTION DRAWINGS
STORE LAYOUT AND LIGHTING GRID
TO BE INSERTED BY TENANT

EXHIBIT "D"

SIGN CRITERIA

TO BE INSERTED BY LANDLORD

EXHIBIT "F"

EXCLUSIVE USES

Urban Brands, Inc. (Ashley Stewart). Other than CITI TRENDS or Rainbow Apparel, no other tenant is permitted in the Shopping Center whose primary business is the sale of large size women's apparel.

Marty's, LLC. No other tenant in the Shopping Center is permitted whose primary business is the sale of men's and boys' apparel.

HC Beauty Supply. No other tenant in the Shopping Center is permitted whose primary business is the sale of beauty supplies.

Shaw's Barber Shop. No other tenant in the Shopping Center is permitted whose primary business is the operation of a men's barber shop.

Visions of Beauty II. No other tenant in the Shopping Center is permitted whose primary business is the operation of a ladies' hair salon.

Da Wing Spot. No other tenant in the Shopping Center is permitted whose primary business is the operation of a restaurant specializing in "buffalo wings."

Shoe Show. Other than CITI TRENDS, Rainbow Apparel and Ashley Stewart, no other store in the Shopping Center may devote more than 500 square feet to the sale of shoes.

Check into Cash. No other tenant in the Shopping Center is permitted whose primary business is providing or brokering any type of "check advance services" or "pay-day" loans.



BLAKE H. GIBSON IV
Admitted in Tennessee and Mississippi
bgibson@pcplc.com

January 20, 2011

BMC Group, Inc.
Urban Brands Claims Processing
18750 Lake Drive E
Chanhassen, MN 55317

RE: Proof of Claim – Urban Brands, Inc.

Dear Sir:

Enclosed please find the proof of claims for the debt held by the creditors, Lamar Crossings McKinney, LLC and Lamar Crossings Maiden, LLC. The Proof of Claims are provided for the following two bankruptcy matters: In Re UBI Liquidating Corp. f/k/a Urban Brands, Inc. (10-13005) and In Re Large Apparel of Tennessee, Inc. (10-13039-KJC). Additionally, with each Proof of Claim is enclosed an arrearage report as of the date of the filing of the bankruptcy and the lease which serves as the basis for the claim.

If you would like to discuss this matter further, please do not hesitate to contact me.

Sincerely,

PIETRANGELO COOK PLC

Blake H. Gibson IV, Esq.

Enclosures

Cc: Ami Ziff, Time Equities, Inc.