

UNITED STATES BANKRUPTCY COURT – DELAWARE		PROOF OF CLAIM
Name of Debtor: Large Apparel of Alabama, Inc.		Case Number: 10-13031
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): Governor's Square Station LLC		
Name and address where notices should be sent: Miller & Martin PLLC c/o Catherine Harrison King 1170 Peachtree Street, NE, Suite 1170 Atlanta, GA 30309-7706 Telephone number: (404) 962-6100		<div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">JAN 21 2011</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div> <div style="margin-top: 10px;"> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim Court Claim Number: _____ <i>(If known)</i> Filed on: _____ </div>
Name and address where payment should be sent: (if different from above): Governor's Square Station LLC c/o Denise Dyer 11501 Northlake Drive Cincinnati, OH 45249 Telephone number: (513) 619-5026		<input type="checkbox"/> Check here 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: \$ UNKNOWN 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 claim. Attach itemized statement of 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2). Amount entitled to priority: <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$ Unknown</div>
2. Basis for Claim: Non-Residential Real Property Lease in Montgomery, AL (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: n/a 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
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. <div style="text-align: center;"> Catherine Harrison King, Counsel for Governor's Square Station LLC </div>	
		FOR COURT USE ONLY Urban Brands 00584

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

STATEMENT OF ACCOUNT FOR PROOF OF CLAIM

DEBTOR: **LARGE APPAREL OF ALABAMA, INC.**

CASE: **10-13031** **CHAPTER: 11**

CLAIMANT: **GOVERNOR'S SQUARE STATION LLC**

SUMMARY OF DOCUMENTS

- Lease Agreement executed by and between Governor's Square Inc. and Catherine's Stout Shoppe, Inc., dated December 7, 1976.
- Agreement of Lease executed by and between Fitzpatrick-Chambers Investments and Catherines, Inc., dated December 12, 1995.
- Letter, dated March 20, 1996, from Fitzpatrick-Chambers Investments to Catherine's Stores Corporation.
- Letter, dated July 11, 2000, from Catherines, Inc. to Aegis Realty Operating Partnership, L.P.
- Assignment and Assumption of Lease executed by and between Aegis Realty Operating Partnership, L.P. and Catherine's, Inc., dated March 15, 2002.
- Guaranty executed by Urban Brands, Inc. for the benefit of Aegis Realty Operating Partnership, L.P., dated March 15, 2002.
- First Amendment to Lease Agreement executed by and between Governor's Square Station LLC and Large Apparel of Alabama, Inc., dba Ashley Stewart Women Sizes 14-16, dated March 6, 2006.
- Second Amendment to Lease Agreement executed by and between Governor's Square Station LLC and Large Apparel of Alabama, Inc., dba Ashley Stewart, dated January 19, 2009.

SUMMARY OF CLAIM AMOUNT

Unknown.*

*Debtor and Claimant are in negotiations to assume and assign the lease; therefore, Claimant cannot make a final accounting of all sums due at this time. Claimant reserves all its rights to amend its claim to include any amounts due and owing for CAM, real estate tax, and insurance reconciliation charges should the lease be rejected. Further, Claimant reserves all its rights to

amend its claim to include all additional damages which may arise from a rejection of this lease by the Debtor and to apply to the Court for allowance of an administrative expense for any amounts which accrue post-petition but which remain unpaid. Claimant further reserves its right to insist that all defaults be cured in the event that the Debtor assumes the lease.

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LEASE AGREEMENT

ARTICLE 1

PARTIES

Section 1.01. Names and Addresses.

This Lease Agreement is made and entered into as of the 7th day of December, 19 76, by and between the parties whose names and addresses are set forth below and who shall hereinafter be referred to by their respective titles "Landlord" and "Tenant", to-wit:

LANDLORD:

Name : Governor's Square Inc.
Address: P. O. Box 11148, Montgomery, Alabama 36111

TENANT:

Name : Catherine's Stout Shoppe, Inc.
Address: 85 Union Avenue, Memphis, Tennessee 38103

ARTICLE 2

GRANT AND TERM

Section 2.01. Consideration.

Witnesseth, that for and in consideration of the rental to be paid by Tenant to Landlord, and the mutual covenants herein contained, the parties agree as follows:

Section 2.02. Description of Commercial Lot.

Landlord leases to Tenant, and Tenant rents from Landlord, certain premises (later described) now or hereafter to be erected and situated on that certain tract of real property located in the City of Montgomery, State of Alabama, which parcel of real property is more particularly described in Exhibit "A" which is attached hereto and incorporated herein at this point by reference; to have and to hold the same unto said Tenant, together with all appurtenances thereunto appertaining, for the term, upon the conditions and at the rental set forth below.

The aforesaid parcel of real property, together with the buildings, parking areas, access ways and other improvements thereon, is herein sometimes referred to as the "Commercial Lot".

Section 2.03. Description of Leased Premises.

The premises demised hereunder (referred to herein as the "Leased Premises") consist of a storeroom having a frontage of 35ft. 7in feet and a depth of 78ft. 8in feet and containing 2799 square feet of leasable area as designated on the Site Plan of the Commercial Lot which is attached hereto and, together with the notes appearing thereon, incorporated herein by reference as Exhibit "B". Landlord covenants that said Site Plan sets forth with reasonable accuracy all

the buildings and improvements (including common facilities) erected or to be erected on said Commercial Lot.

Section 2.04. Term.

(A) COMMENCEMENT: The term of this Lease and Tenant's obligation to pay rent shall commence upon:

(i) A date which is 30 days after Landlord substantially completes the construction to be done by Landlord in the Leased Premises, as set forth in Exhibit "C", (hereinafter described) and Landlord tenders possession of the Leased Premises to Tenant for the installation by Tenant of its improvements, store fixtures and merchandise therein, or

(ii) The date on which Tenant shall open the Leased Premises for business with the public, whichever of said dates shall first occur.

(B) EXPIRATION: The term of this Lease shall expire on the last day of the 10th consecutive full "Lease Year" following the commencement of this Lease.

The term "Lease Year" shall mean a period of 12 consecutive full calendar months. The first Lease Year shall begin on the date of commencement of the term if such date of commencement shall occur on the first day of a calendar month; if not, then on the first day of the calendar month next following such date of commencement. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

Section 2.05. Possession.

Landlord agrees to complete construction of the Leased Premises, as provided in Article 4 hereof and tender possession of same to Tenant:

(a) Between the dates of January 15, 1977 and March 31, 1977; however, if Landlord has not completed construction of the Leased Premises and tendered possession of same to Tenant by the date of March 31, 1977, then, -

(b) Tenant shall not be required to accept possession of said Leased Premises prior to the date of August 15, 1977. After this time, Landlord agrees to tender possession of said Leased Premises to Tenant, with construction completed as provided in Article 4 between the dates of August 15, 1977 and September 15, 1977; however, if Landlord has still not completed construction and tendered possession to Tenant, as above provided, by the date of September 15, 1977, at the latest, then,

(c) Tenant shall have the right to cancel this Lease by giving notice to Landlord within 30 days of said last mentioned date. In any event, both Tenant's obligation to pay rent, and the term of this Lease, shall not commence until 30 days after Landlord has actually completed construction of the Leased Premises and tendered possession of same to Tenant as above provided.

Section 2.06. Warranty of Title and Quiet Possession.

Landlord warrants that it has good title to the within

described Commercial Lot and Leased Premises, a good right to lease same to Tenant, and that the same are unencumbered except for current taxes and the following described encumbrance(s), to-wit:

Landlord further covenants that so long as Tenant shall pay the rental provided herein and shall keep and perform all of the covenants imposed upon Tenant by this Lease, then Landlord will guarantee to Tenant the quiet, peaceful and uninterrupted possession of the Leased Premises, together with the use of the Common Facilities as herein provided.

ARTICLE 3

RENT

Section 3.01. Amount of Rent.

For the entire term of this Lease, Tenant shall pay rental at the rate of \$ 5.00 per square foot of net leasable area in the Leased Premises (which net leasable area the parties agree to be 2799 square feet), or, expressed in dollars and cents, the sum of \$ 13,995 per year, said sum to be payable in advance monthly installments of \$1,166.25 per month, on or before the 1st day of each calendar month during such term.

The monthly rent shall be prorated on a per diem basis with respect to any fractional calendar month that may result at the beginning of the term due to commencement of said term on other than the 1st day of a calendar month.

.01(a), Percentage Rent-See Addenda. 3.01(b), Gross Sales-See Addenda. 3.01(c), Books & Records-See Addenda. 3.01(d), Rent Increase After Five Years-See Addenda. .01(e), No Common Area or Merchants Association Dues-See Addenda.

Section 3.02. Place of Payment.

Said rent shall be paid to Landlord in the name and at the address following: above

or at such other place as Landlord may from time to time designate in writing. Payment may be made by cash, check or money order.

Section 3.03. Real Estate Taxes.

Landlord covenants that he will pay promptly when due all real estate taxes and assessments levied against the Commercial Lot of which the Leased Premises are a part.

ARTICLE 4

CONSTRUCTION AND ALTERATION

Section 4.01. Construction of Leased Premises.

It is understood and agreed that the Leased Premises are to be constructed and finished (or altered) in accordance with the plans and specifications attached hereto and made a part hereof and marked Exhibit "C" to this Lease, all at the sole cost and expense of Landlord, except as otherwise indicated on said plans and specifications. Landlord further warrants to Tenant that the premises shall be fit and suitable for occupancy when turned over to Tenant and that all plumbing, heating, electrical and/or air conditioning or other equipment, which is to be furnished at the expense of Landlord,

shall be in good working order and repair at the time of the commencement of this Lease, and that said heating and air conditioning shall be adequate to properly heat and air condition the Leased Premises. ~~If the Leased Premises are newly constructed, i.e. if same have been constructed within 12 months prior to the commencement of this Lease, or if same are in the process of construction, or are to be constructed, then Landlord agrees that the heating and air conditioning equipment shall be new equipment as of the date of completion of construction, and Landlord will assign to Tenant any warranties or guarantees covering said equipment.~~

~~Section 4.02. Construction of Other Commercial Buildings.~~

~~Landlord covenants that it will, within _____ months of the commencement of this Lease, complete construction of the other commercial buildings shown on Exhibit "B" hereto.~~

Section 4.03. Construction of Common Facilities.

Landlord covenants that it will substantially complete construction of the Common Facilities shown on Exhibit "B" hereto prior to the commencement of this Lease.

Section 4.04. Alterations by Tenant.

Tenant agrees not to make any changes, alterations or additions about the said Leased Premises without first obtaining the written consent of the Landlord, which consent Landlord agrees shall not be unreasonably withheld.

ARTICLE 5

CONDUCT OF BUSINESS BY TENANT

Section 5.01. Kind of Business.

The business to be conducted in the within Leased Premises is that of a retail ladies' ready-to-wear shop.

Section 5.02. Lawful and Moral Uses.

The Leased Premises shall, during the term of this Lease, be used only and exclusively for lawful and moral purposes, and no part of the Leased Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws of the United States, or the State, County and City in which same are located.

Section 5.03. Nuisances.

Tenant agrees not to create or allow any nuisance to exist on said Leased Premises, and to abate any nuisance that may arise and for which Tenant is responsible promptly and free of expense to Landlord.

Section 5.04. Zoning.

Landlord covenants that the Leased Premises are properly

zoned under the existing laws and ordinances of the State, County and City in which same are located, so as to permit the business use by Tenant contemplated and described in this Lease.

ARTICLE 6

COMMON FACILITIES

Section 6.01. Definition of Common Facilities.

The term "Common Facilities" shall mean all areas and equipment provided for the common or joint use and benefit of the tenants of the Commercial Lot, their employees, agents, servants, customers and other invitees, including without limitation: all the areas shown on Exhibit "B" hereto, and; when provided, all open and enclosed pedestrian malls; customer and employee parking areas; access roads; corridors; stairs; driveways; landscaped areas; truck serviceways or tunnels; loading dock areas and facilities; ramps; sidewalks; wash-rooms; and the facilities appurtenant to each and all of the foregoing.

Section 6.02. Control and Maintenance by Landlord.

Landlord shall maintain and keep in good order and repair the Common Facilities referred to above. Landlord shall provide all services reasonably necessary to properly operate and maintain said Common Facilities, including without limitation, keeping said areas free and clear of rubbish and debris, maintaining the lighting and drainage systems, painting, striping and marking the parking areas with appropriate lines designating the individual parking spaces for automobiles, trimming of grass and shrubs, sanitary control, removal of ice and snow, policing of the traffic thereon, and from time to time issuing rules and regulations concerning the use thereof by all of the tenants on said Commercial Lot, their customers and invitees.

Section 6.03. Use by Tenant.

Landlord hereby grants, for the term of this Lease, the non-exclusive use of all of said Common Facilities to Tenant, its employees, agents, servants, customers and other invitees and does hereby further grant to Tenant at all times during the term of this Lease or any extensions hereof, free ingress and egress to the front and rear of the Leased Premises over the parking area and/or alley ways, easements, or other Common Facilities as described herein and as shown on the attached Site Plan which is marked Exhibit "B" hereto for the passage of Tenant's employees, customers and invitees and for the purpose of loading and unloading merchandise, furniture, equipment, fixtures and the like, all in the usual course of Tenant's business.

Landlord agrees to maintain and continue in existence all of said Common Facilities as shown on Exhibit "B" during the term of this Lease, and any extensions thereof, and not to erect or construct or permit the erection or construction of any buildings or other improvements thereon except as shown on Exhibit "B".

~~Section 6.04. Parking Restrictions.~~

~~Landlord and Tenant hereby agree that the rules, regulations and special restrictions concerning parking, all as set forth in Exhibit hereto, which exhibit is incorporated herein by reference, shall be observed and honored during the term of this Lease or any extensions hereof.~~

ARTICLE 7

SIGNS; FIXTURES

Section 7.01. Tenant's Signs.

It is agreed that Tenant may from time to time place removable signs advertising the Tenant and its business on the outside walls and/or roof of the Leased Premises, subject, however, to the approval of Landlord as to the size, type and location of said signs, which approval Landlord agrees it will not unreasonably withhold. Landlord covenants that it shall not place nor permit to be placed any signs on the outside walls or roof of the Leased Premises except Tenant's signs.

Landlord specifically agrees that any sign or signs shown on either Exhibits "B" or "C" hereto (or by additional exhibit hereto, which exhibit if attached shall be marked Exhibit "D" and incorporated herein by reference) are approved as shown, comply with applicable governmental regulations, and may be erected at the place and in the manner indicated. Landlord agrees to assist Tenant to procure the government permits required to erect said signs.

Upon the termination of this Lease and any renewal thereof, all such signs shall be removed at the cost and expense of Tenant, same to remain the property of Tenant, and the walls or roof of the building where these signs have been hung shall be repaired and left in good condition at the expense of Tenant.

Section 7.02. Title to Improvements and Fixtures.

All improvements, additions and repairs made to the Leased Premises during the term of this Lease shall, at the expiration of same, become the property of the Landlord, his heirs or assigns, without additional cost.

It is agreed, however, that all trade fixtures installed by the Tenant or his assigns, shall remain the property of the Tenant; and that such trade fixtures may be removed during the term of this Lease or at its expiration, provided that any damage caused by such removal shall be repaired by the Tenant at his own expense and the premises left in good condition, ordinary wear and tear; act of God, or other casualty, excepted. It is specifically understood that trade fixtures shall include, without limitation, carpeting, drapes, blinds, water coolers, ice boxes, chandeliers, show cases, hanging racks, business machines of every character, and all other fixtures commonly used by Tenant in the conduct of its business.

ARTICLE 8

MAINTENANCE OF LEASED PREMISES

Section 8.01. Maintenance by Tenant.

Tenant shall, at its expense, maintain the interior of the Leased Premises during the term of this Lease in good condition, and shall maintain and keep in good working order the plumbing, heating, electrical and/or air conditioning fixtures, except as rendered necessary by fire or other casualty.

Section 8.02. Maintenance by Landlord.

Landlord shall, at its expense, maintain in good condition and repair, the structural portions of the Leased Premises, the foundations, sub-flooring, roof, outside walls, gutters and down spouts of the Leased Premises.

If the plumbing, heating, electrical and/or air conditioning fixtures, or any other portion of the interior improvements of the Leased Premises cannot be reasonably maintained by Tenant pursuant to the provisions of Section 8.01 hereof, then Landlord agrees to be responsible for the cost of replacement of same.

Section 8.03. Utilities.

Tenant shall promptly pay when due all charges for electricity, water, gas, or any other utilities consumed in the Leased Premises.

Section 8.04. Plate Glass.

Tenant shall, at its expense, promptly replace any plate glass in the Leased Premises which may be broken, except plate glass which may be broken as the result of fire or other casualty covered by the insurance carried by Landlord.

ARTICLE 9

INSURANCE

Section 9.01. Liability Insurance.

Tenant shall keep in force with an insurance company authorized to do business in the state in which the Leased Premises are located, a policy of comprehensive public liability insurance, including property damage, with respect to the Leased Premises, in which the limits of coverage for bodily injury shall not be less than \$100,000.00 per person and \$300,000.00 per accident, and in which the coverage for property damage shall not be less than \$50,000.00 per accident. In addition to Tenant, the policy shall also name Landlord as an additional insured at the cost of Tenant. Tenant shall, upon demand, deliver to Landlord from time to time a certificate or other evidence of the maintenance of the aforesaid coverage. The insurance hereinabove required may be covered under a so-called "blanket" policy covering other stores of Tenant and its affiliates.

Section 9.02. Fire Insurance - Increased Premiums.

Landlord agrees to carry, at its expense, appropriate fire and extended coverage insurance on the building which constitutes the Leased Premises and on the other structures situated on the Commercial Lot; and Tenant agrees not to suffer anything to be or remain upon or about the Leased Premises, nor carry on, nor permit upon the Leased Premises any trade or occupation or other activity which may render an increased or extra premium payable for the insurance carried by the Landlord against fire and extended coverage, unless Tenant shall pay such increased or extra premium within 10 days after the Tenant shall have been furnished with evidence of the reason for and amount of said increased premium.

Section 9.03. Waiver of Subrogation.

Landlord, for and in consideration of the rental payments herein provided and the mutual promises and agreements of the parties, hereby waives its right of recovery against Tenant, its agents or employees for any loss or damage occurring to the property of Landlord on said Commercial Lot (whether occasioned by the negligence of Tenant, its agents, servants and employees, or otherwise) which property is insured under valid and collectible insurance policies to the extent of any recovery collectible under fire, extended coverage or other material damage insurance. This agreement by Landlord to waive its right of recovery will apply only so long as said waiver is permitted by the applicable policies of insurance carried by Landlord. Landlord agrees that it will attempt to procure the inclusion of appropriate "waiver of subrogation" clauses in its applicable insurance policies, and will promptly notify Tenant if such clauses are not included or are deleted from Landlord's policies.

Section 9.04. Title Insurance.

Landlord agrees to furnish, at its expense, an abstract, title search, or other evidence of title to the Commercial Lot for the purposes of examination only by the attorneys of Tenant, or by a title company designated by Tenant. Tenant shall be granted 15 days after the delivery of such evidence of title for examination of same to determine if title is good. Issuance by a reputable and solvent title insurance company doing business in the city and state where the Commercial Lot is located of a leasehold policy to Tenant in the amount of \$25,000.00 insuring good title in Tenant shall be conclusive evidence of good title. On the other hand, if title proves defective, this Lease may be cancelled by Tenant within 30 days after notice of defective title. Tenant shall bear the cost of said title insurance policy.

ARTICLE 10

ASSIGNMENT; SUBLETTING; ATTORNMENT; NON-DISTURBANCE

Section 10.01. Assignment - Subletting.

Tenant, upon receiving written consent of Landlord, shall have the right to assign or sublet or grant use or possession of the Leased Premises to any party acceptable to Landlord, and Landlord agrees that its acceptance shall not be unreasonably withheld.

Section 10.02. Attornment and Non-Disturbance.

If there is now or hereafter a trust deed, mortgage or other lien upon the Commercial Lot or Demised Premises which is or may become paramount to the leasehold interest of Tenant, then Landlord agrees to procure and deliver to Tenant an Attornment and Non-Disturbance Agreement, in a form substantially similar to that attached hereto and identified as Exhibit "D" and which is incorporated herein by reference, same to be executed by Landlord and by the owner or holder of the interest which is or may become paramount to Tenant's leasehold interest. Tenant also agrees to execute said Attornment and Non-Disturbance Agreement and to deliver a copy thereof to the Landlord and to the owner or holder of said paramount interest. In the event there is a trust deed, mortgage or other lien on the Commercial Lot or Leased Premises at the time of the execution of this Lease which is paramount to the leasehold interest of Tenant, then the execution and delivery of the Attornment and Non-Disturbance Agreement referred to herein, within 30 days after the execution and delivery of this Lease, shall constitute a condition of this Lease.

ARTICLE 11

DAMAGE OR DESTRUCTION ; CONDEMNATION

Section 11.01. Damage or Destruction of Leased Premises.

Should the building upon the Leased Premises be totally destroyed by fire or other casualty, or damaged to such an extent as to render it wholly unfit for occupancy, then this Lease may be cancelled by either of the parties by giving notice within 30 days after the occurrence of such fire or other casualty. However, if the damage is such that rebuilding or repairs can be completed within 120 days, and at a cost not to exceed 60% of the fair market value of the building immediately prior to said fire or other casualty, then the Landlord covenants and agrees to make such repairs with reasonable promptness and dispatch, to notify Tenant within 15 days from date of such fire or other casualty of its intention to make said repairs, and to grant to Tenant such a reduction or remission of rent, either in whole or in part, as shall be just and proportionate, and the parties covenant and agree that the terms of this Lease shall not be otherwise affected.

Section 11.02. Condemnation.

(a) If the whole or any part of the Leased Premises as shown on the Site Plan which constitutes Exhibit "B" hereto, or if as much or more than 20% in number of the parking spaces as shown on Exhibit "B" hereto shall be condemned or taken under the power of eminent domain by any lawful authority such that Tenant determines that it may not effectively continue to conduct its business in the Leased Premises (which determination shall be in the sole discretion of Tenant) Tenant may, at its option, terminate this Lease by giving notice to the Landlord in writing within 30 days of the actual taking, and rent and any other payments shall be paid and adjusted as of such date, and Landlord and Tenant shall be released from any further liability hereunder.

(b) If a portion only of the Leased Premises, or of the parking area is taken by lawful authority as provided above, and if Tenant does not elect to terminate this Lease as provided in paragraph "(a)" immediately preceding, then the rental provided for under this Lease shall be reduced as of the date possession shall be taken by the aforesaid condemning authority in the proportion which the actual floor area taken bears to all the floor area demised to the Tenant, and the Landlord shall promptly repair, restore, or rebuilding for occupancy by Tenant the portion not so taken. If, during the repair, restoration or rebuilding required, the Leased Premises are not usable for the conduct of Tenant's business, then the Landlord or its contractor shall temporarily have possession and the rental shall be abated during the period of repair, restoration and rebuilding. All other terms of this Lease shall thereafter remain the same.

ARTICLE 12

HOLDING OVER DELIVERY AT TERMINATION DEFAULT BY TENANT

Section 12.01. Holding Over.

It is mutually agreed that if Tenant shall hold over and continue in possession of the Leased Premises after the expiration of the term of this Lease, or any extension thereof, without any written agreement as to such possession, and Landlord shall acquiesce therein

by the acceptance of an additional monthly installment or installments of rental, then Tenant shall be regarded as a Tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all the other terms and provisions of this Lease. Such tenancy may be terminated by either party upon the giving of 60 days notice in writing to the other party.

Section 12.02. Delivery of Possession at Termination.

At the expiration of the term of this Lease or any extension hereof, Tenant shall deliver unto the Landlord the possession of the Leased Premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were when received, destruction or damage by fire, storm, act of God, or other casualty, and ordinary wear and tear excepted.

Section 12.03. Default by Tenant.

Any one or more of the following enumerated events is to be deemed and hereafter referred to as a "Default", to-wit:

(a) If the rental or any other charge payable hereunder shall be unpaid on the date payment is required by the terms hereof and shall remain so for a period of 15 days after Landlord gives Tenant notice of such default, or

(b) If Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be observed and performed by Tenant for more than 30 days after Landlord gives Tenant notice of such default (it being agreed that if such default cannot be cured within said 30 day period and Tenant commences the rectification thereof within such 30 day period and completes the same with due diligence, such default shall be deemed rectified within such 30 day period), or

(c) If Tenant is adjudicated bankrupt or insolvent, or

(d) If Tenant files in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or

(e) If any such petition or action is filed or taken against Tenant and the same is not discharged within 60 days from the date of filing thereof, or

(f) If Tenant makes an assignment for the benefit of creditors, or

(g) If Tenant shall suffer this Lease to be taken under any writ of execution.

Section 12.04. Right of Re-entry.

In the event of a default as described in Section 12.03 preceding, then Landlord, besides any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

Section 12.05. Right to Relet.

Should Tenant default as set out in Section 12.03, Landlord may elect to re-enter the Leased Premises and relet the same upon such terms and conditions as may be just and reasonable under all the circumstances then prevailing. All rentals received by Landlord from such reletting shall be applied first to the payment of the reasonable costs and expenses attendant upon such reletting, and second to the payment of rent and other charges due and unpaid hereunder.

Section 12.06. Right to Terminate.

In addition to its right to re-enter and relet the premises, Landlord may elect, upon a default, to immediately terminate this Lease Agreement, in which event same shall be regarded as cancelled and null and void as of the date that Landlord serves notice of its election to terminate to Tenant, in writing, and both parties shall be relieved of any further liabilities thereunder from that date forward, except that Tenant shall remain liable to Landlord for all rentals, charges and payments accrued to the time of termination.

Section 12.07. Other Remedies at Law.

The right of Landlord to terminate this Lease is in lieu of and not in addition to such other rights or causes of action that Landlord may have against the Tenant because of a default on the part of Tenant. If Landlord does not elect to terminate the Lease as above provided, then it shall retain the right to pursue such other rights as it may have against Tenant under the laws of the United States or the City, County and State in which the Leased Premises are located.

ARTICLE 13

MISCELLANEOUS

Section 13.01. Notices.

All notices required to be given under the terms of this Lease shall be in writing and by certified mail addressed:

(a) To Tenant at 85 Union Avenue, Memphis, Tennessee, or to such other place as Tenant may from time to time stipulate in writing, and

(b) To Landlord at P. O. Box 11148, Montgomery, Alabama
36111

or to such other place as Landlord may from time to time stipulate in writing to Tenant.

Section 13.02. Notice of Breach of Covenant; Non-Waiver.

In the event of a breach of any of the covenants or terms of this Lease by either of the parties, the other party shall give the breaching party notice thereof and allow 30 days within which to remedy said breach, except that in the case of breach for the failure to pay rent when due, only 15 days shall be allowed within which to remedy said breach. It is further understood and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

Section 13.03. Entire Agreement.

This Lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this Lease, nor any surrender of the term, shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 13.04. No Partnership.

Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise, nor a joint venturer or a member of a joint enterprise with Tenant.

Section 13.05. Force Majeure.

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not apply to the requirements in Section 2.05 hereof respecting the delivery of possession of the premises.

Section 13.06. Lease Effective.

This Lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this Lease is signed by one party only and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy (by mail or messenger) to the address of the submitting party shown in Article 1 hereof. Mailed copies shall be considered delivered only upon actual delivery of the document to the address of the party shown in Article 1 hereof, and not by the mere mailing of said document.

Section 13.07. Short Form of Lease.

Upon the request of either party, the other shall join in the execution of a memorandum or "short form" of this Lease for the purpose of recordation.

Section 13.08. Brokers Commissions.

Landlord represents and warrants to Tenant that Landlord has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution of this Lease for which Tenant may be liable, and Landlord further agrees that any brokerage commissions or finder's fees that are or may become due shall be paid by Landlord.

Section 13.09. Written or Typewritten Clauses Prevail.

Wherever there is a conflict in this Lease between the printed clauses and the specially written or typewritten clauses of this Lease, then the specially written or typewritten clauses shall prevail.

Section 13.10. Covenants Extend to Heirs and Assigns - Pronouns, Grammatical Changes.

All covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed. The terms "Landlord" and "Tenant" wherever used herein shall be construed to mean Landlords and Tenants in all cases where there is more than one Landlord or Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 13.11. Definitions.

(a) "Net Leasable Area" - The term "Net Leasable Area" shall mean the aggregate floor area within the interior faces of the interior walls of the premises demised by Landlord for occupancy by a Tenant, including only the main floor thereof.

~~Section 13.12. Option to Renew.~~

~~Landlord does hereby grant to Tenant an option to extend the term of this Lease for an additional period of five (5) years from the expiration hereof, the terms and conditions of which option are contained in Exhibit " " hereto, which exhibit is attached hereto and incorporated herein by reference.~~

Section 13.13. Access by Landlord.

Landlord and its agents, servants and employees shall have the right to enter the Leased Premises to whatever extent necessary or appropriate to enable Landlord to exercise all of its duties and rights under this Lease, including, without limitation, the making of repairs which Landlord may deem necessary from time to time for the security and preservation of said property.

Section 13.14. Addenda.

An Addenda, consisting of 2 pages and dated same as above, is attached hereto and incorporated herein by reference. The parties agree that each and every part of said addenda shall be and become a part of this Lease Agreement as though set forth herein.

IN TESTIMONY WHEREOF, the above named Landlord and Tenant have executed this and 2 other original instruments of identical

tenor and date, on the day and year set forth in Article 1 of this Lease.

BY:

Leo J. Greener, Jr. - V. Pres
(LANDLORD)

ATTEST:

Barbara Herring

CATHERINE'S STOUT SHOPPE, INC. INC.

BY:

Eugene Greener, Jr. - V. Pres
(TENANT)

ATTEST:

Leo J. Greener, Jr.
Secretary

G U A R A N T Y

~~CATHERINE'S STOUT SHOPPE, INC., a Tennessee corporation, does hereby guarantee unto Landlord, its successors and assigns, the full and faithful performance by Tenant of all the terms, conditions and covenants on its part to be performed in the foregoing Lease. Notice of any default on the part of Tenant shall be given to guarantor, Catherine's Stout Shoppe, Inc., by registered mail, at 64 South Main Street, Memphis, Tennessee, or such other place as said guarantor may, from time to time, stipulate in writing to Landlord.~~

CATHERINE'S STOUT SHOPPE, INC.,
a Tennessee corporation

BY

President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis duly commissioned and qualified, personally appeared Eugene Greener, Jr. and Leo J.

Buchignani, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the Vice President, and the Secretary of Catherine's Stout

Shoppe, Inc., the within named bargainor, a corporation; and that they, as such Vice President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said Vice President subscribing thereto the name of the corporation, by himself as such Vice President, and by the said Secretary affixing and attesting thereon the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this 7th day of

December 7th, 1976.

My commission expires: 4-1-79

Loris M. Outten
Notary Public

ADDENDA TO LEASE AGREEMENT
DATED 7th DAY OF DECEMBER, 1976 BY AND BETWEEN
GOVERNOR'S SQUARE INC., LANDLORD, AND CATHERINE'S
STOUT SHOPPE, INC., TENANT

The parties agree to the following Addenda of the same date as the Lease Agreement, in addition to the other provisions in the Lease.

I. Percentage Rent. The following items are added to Article 3, Rent:

3.01(a), Percentage Rent. (1) In addition to the rent set out in 3.01, and as a part of the total rent to be paid, Tenant shall pay to Landlord as additional rent (hereinafter called "Percentage Rent") for each Lease Year or partial Lease Year four percent (4%) of a sum by which any of Tenant's Gross Sales, as hereinafter defined, exceeds \$323,750. Each Lease Year shall be considered as an independent accounting period for the purpose of computing the amount of Percentage Rent, if any. The amount of Gross Sales of any Lease Year shall not be carried over into any other Lease Year; (2) Percentage Rent shall be determined and paid within ninety (90) days after each Lease Year during the Lease Term with respect to Gross Sales transacted during such period.

3.01(b), Gross Sales. The term "Gross Sales" shall include and mean the dollar aggregate of the actual sales price of all goods and merchandise sold, leased or licensed and the charges for all services performed by Tenant, or otherwise, from all business conducted on, in, at or from the Demised Premises, whether made for cash, by check, or credit or otherwise. The term "Gross Sales" shall not include (1) the exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business; or (2) returns to shippers or manufacturers; or (3) sales of fixtures which are not part of Tenant's stock in trade and not sold in the regular course of Tenant's business; (4) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant; (5) or the amount of any city, county, state or federal sales tax which is added to the selling price or absorbed therein, and actually paid to the taxing authority by Tenant; and (6) alteration charges.

3.01(c), Books and Records. Tenant shall prepare and keep true and accurate books of account and records, conforming to generally accepted accounting principles showing all of the Gross Sales transacted at, in, on, about or from the Demised Premises for such Lease Year.

3.01(d), Rent Increase after Five (5) Years. After five (5) complete years under the Lease the Base Rental of \$5.00 per square foot shall be increased by an amount, not to exceed ten percent (10%), which amount of increase shall be the same as the percentage increase in the consumer price index from the one applicable at the beginning of the first full year of the Lease, as contrasted with the one applicable at the end of five (5) full years under the Lease. And it is further agreed, that the amount of Gross Sales, as otherwise defined, the excess over which is subject to the four percent (4%) excess rental shall increase upward from \$323,750 by the same percentage of increase as was applicable and applied to the Base Rental, not to exceed ten percent (10%).

~~3.12, Renewal Option~~

~~Also, the rental for the option to renew period may be increased from the rental during the sixth to the tenth year hereunder and the amount of sales above which percent rent is payable similarly may be increased, computed as above, based on the percent increase in the consumer price index at the end of the tenth year as contrasted with the same index at the beginning of the sixth year hereunder.~~

3.01(e). No Common Area or Merchants Association Dues. It is further agreed that during the term of this Lease the Rent heretofore agreed to shall cover all charges of any kind and that there shall not be any additional charge or expense to the Tenant of any type, including but not limited to, common area maintenance charges and/or Merchants Association dues.

II. The following is added to Section 3.03, Real Estate Taxes:

3.03(a). Taxes - Additional Clause. Landlord shall pay or cause to be paid, subject to the provision regarding contribution by Tenant hereinafter set forth, all Taxes which may be levied or assessed by the lawful taxing authorities against the land, buildings, and all other improvements in the Shopping Center Area. The term "Taxes" shall mean and include all real estate taxes, assessments, water and sewer rents and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the Lease Term be levied, assessed, imposed, become due and payable, or liens upon, or arising in connection with the use, occupancy or possession of, or grow due and payable out of or for, the Shopping Center Area or any part thereof of any land, buildings or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting taxes, assessments and/or negotiating with the public authorities as to the same. Said taxes shall be equitably prorated during the first and last Least Year of the Lease Term. An official tax bill or copy thereof submitted by Landlord to Tenant shall be conclusive evidence of the amount of a tax assessed or levied, the items taxed or installment thereof. Nothing herein contained shall be construed to include as "Taxes" any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Landlord.

If the amount of such taxes during any Lease Year shall exceed the amount of taxes paid during the first full year of the Lease, Tenant shall pay to Landlord as additional Rent that portion of such excess taxes after the first full year, but only that which pertains to the Demised Premises and Landlord shall have the burden of proving the amount of said increase.

III. In reference to completing the premises in accordance with the Tenant's plans and specifications, a copy of which is attached hereto and marked Exhibit "C", except for the items hereinafter indicate Landlord agrees, at its sole expense, to undertake and have completed the premises in accordance with Tenant's plans and specifications in all respects, provided, however, that on the day that Tenant opens for business it will pay Landlord \$10,000 in full and complete settlement of any expense sustained by the Landlord regardless of how much it might be.

The Tenant will supply and install the carpet and pad; the Tenant will supply the chandelier and gold foil wall covering in the salon area which Lessor will have installed, but, except for Tenant's fixtures and sign, all other items to be used in the improvement and completion of the premises will be provided by the Landlord and installed by the Landlord at its exclusive expense.

IN WITNESS WHEREOF, we have agreed to this Addenda to Lease dated this 7th day of December, 1976.

BY [Signature] - V. Price
(Landlord)

ATTEST:

[Signature]
(Secretary)

CATHERINE'S STOUT SHOPPE, INC.

BY [Signature]
(Tenant)

ATTEST:

[Signature]
(Secretary)

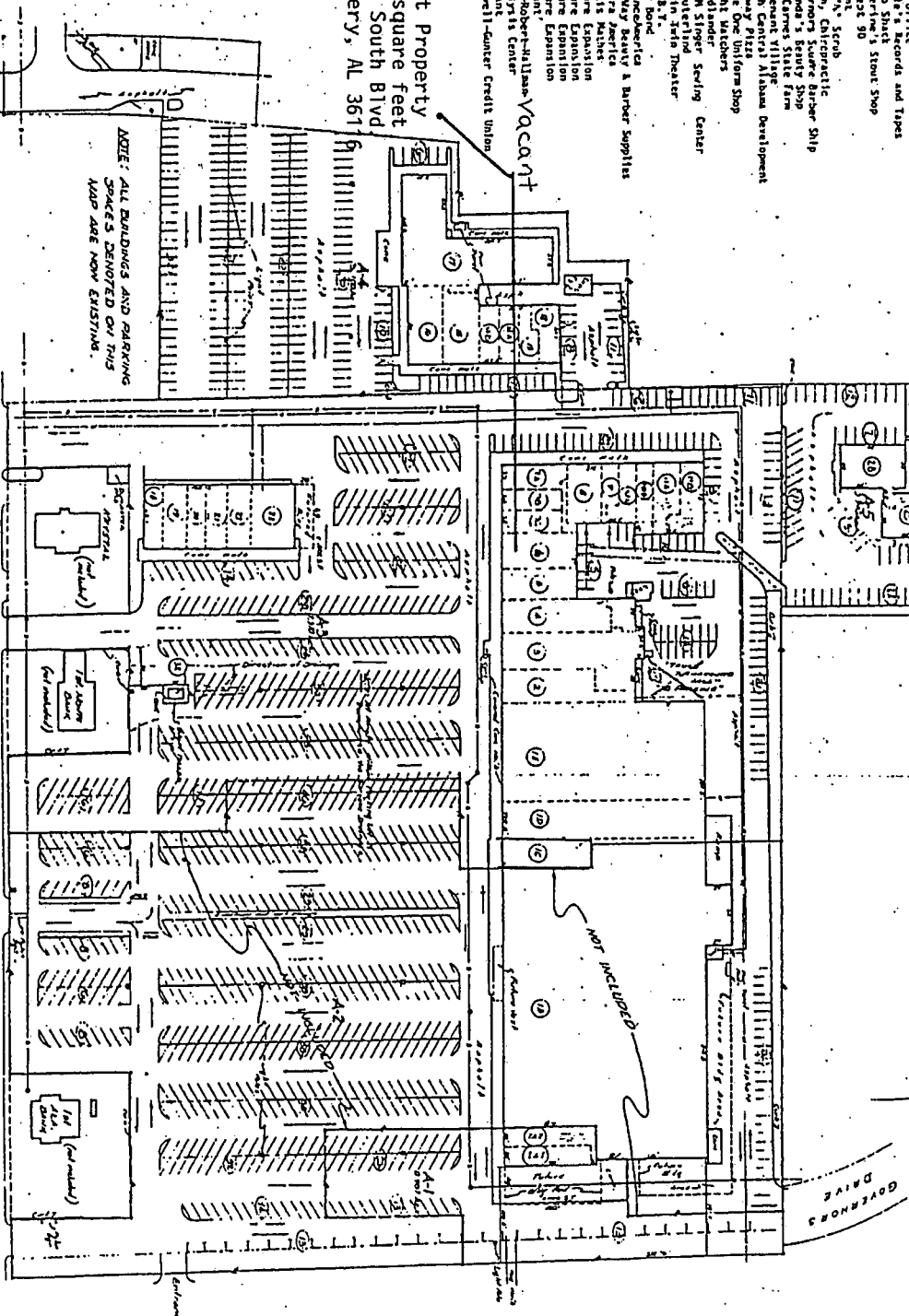
EXHIBIT "B"

Subject Property
2799 1/2 square feet
2831 E. South Blvd
Montgomery, AL 36111

- 111 Race
112 Trent
113 County Market
114 Allen's Shoe Store
115 International Figure
116 Long's Sporting Goods
117 Goodfellow's Plaza
118 Tortle's Records and Tapes
119 Barber Shop
120 Caterline's Stunt Shop
121 Concessions
122 Varsity
123 Varsity
124 Varsity
125 Varsity
126 Varsity
127 Varsity
128 Varsity
129 Varsity
130 Varsity
131 Varsity
132 Varsity

LEGEND - (As of 1/1/84)

Parcel	Area	Area	Area
1-1	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
1-2	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
1-3	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
1-4	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
1-5	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
TOTAL	5,000 sq. ft.	5,000 sq. ft.	5,000 sq. ft.



NOTE: ALL BUILDINGS AND PARKING SPACES DENOTED ON THIS MAP ARE NOW EXISTING.

SITE PLAN

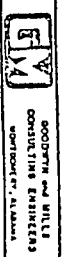


EXHIBIT A

AGREEMENT OF LEASE

This Agreement of Lease made this 12 day of December 1995 by and between FITZPATRICK-CHAMBERS INVESTMENTS, an Alabama partnership ("Landlord") and CATHERINES, INC. a Delaware corporation ("Tenant") for premises heretofore known as Godfather's Pizza Parlor (the "Premises") located in the Governor's Square Shopping Center, Montgomery, Alabama (the "Agreement").

WITNESSETH:

WHEREAS, Landlord and Tenant are ultimate successors in interest to a Lease dated 12.07.1976, as amended and extended, for property in the Governors Square Shopping Center known as 2831 E. South Blvd, Montgomery, Alabama and d/b/a CATHERINES (the "Lease"); and

WHEREAS, Landlord and Tenant desire to enter into this Agreement to lease the Premises to Tenant for its d/b/a Added Dimensions.

NOW THEREFORE:

For good and valuable consideration, the receipt and sufficiency hereby acknowledged, Landlord and Tenant enter into this Agreement on the following terms and conditions.

Document. The Lease, as amended and extended, for the Catherines' space shall be and is hereby incorporated as the text for this Agreement of Lease as though reiterated verbatim, and emendated as follows in each and every reference within the Lease.

- i) Tenant: Added Dimensions;
- ii) Space: 4100 square feet;
- iii) Term: Five (5) years commencing on or about 02.01.96, with an option term of an additional five (5) years commencing on the expiration of the term;
- iv) Rent: Base Rent shall be computed at the rate of \$10.00 per square foot per annum during the Term, and \$11.00 during the option term; Percentage Rent during the term and the option term shall be four percent (4%) of the amount by which Tenant's adjusted Gross Sales exceed the natural breakpoint in any Lease Year;
- v) Condition of Space: Landlord to completely remodel the space to a 'vanilla-box' stage, which remodel shall include but not be limited to opening a 36'7" frontage with a glass store front, removal of the existing kitchen and cooler, installation of double doors in the center, new t-bar suspended ceiling with adequate fluorescent lighting [minimum of one (1) 2x4 2-lamp lay-in fixture per 100 square feet of space], electrical system of no less than 200 amp, 120 volt 3-phase panel with main breaker and wired to metered service, sidewalls and partitions smooth finish sanded with 5/8" gypsum wallboard to ceiling (with fire tape to deck as required by code), restroom(s) as required by and in accordance with all applicable codes including the ADA, and beyond a smooth concrete floor throughout, provide Tenant an allowance of ten dollars (\$10.00) per square yard for covering;
- vi) Other: a) Delivery of possession by Landlord to Tenant on or about 02.01.96 in the foregoing [v)] condition, Tenant to pay interim Base Rent of two thousand and no/100's dollars (\$2,000) per month to Landlord for the months of February, March, and April 1996 and thereafter commence payment of full Base Rent as in [iv)] above.

Except as herein amended, the Lease shall in each and every instance control and govern the rights, responsibilities, duties and obligations of Landlord and Tenant.

IN WITNESS WHEREOF, Landlord have set their hands and seals to this Agreement of Lease this 29 day of December 1995.

FITZPATRICK-CHAMBERS INVESTMENTS ("Landlord")

BY: 

LD Fitzpatrick, a Partner


Witness

CATHERINES, INC. ("Tenant")

BY: 

David C. Forell, Exec. VP.


Witness

Fitzpatrick - Chambers Investments

D/B/A Governors Square Shopping Center

March 20, 1996

Mr. David C. Forrell
Executive Vice President
Catherine's Stores Corporation
3742 Lamar Avenue
Memphis, TN 38118

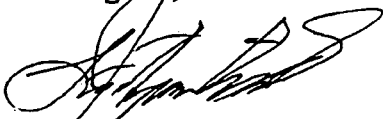
Dear Mr. Forrell:

RE: 2839 East South Blvd.
Governors Square Shopping Center
Montgomery, Alabama

By means of this letter we will establish the commencement date of the lease dated December 12, 1995, by and between Fitzpatrick-Chambers Investments (Landlord) and Catherine's Inc. d/b/a Added Dimensions (Tenant) for the above referenced location as March 1, 1996 and the termination date as February 28, 2001.

If you agree with these dates, please indicate so by signing below and return this letter to me, keeping one for your records.

Best regards,



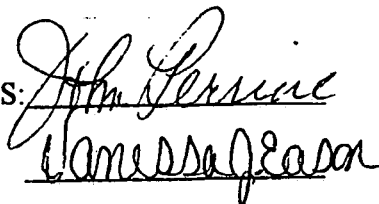
L D Fitzpatrick

LDF/rlj

APPROVED THIS THE 17th DAY OF April, 1996.

By: Joseph M. Gohn
~~David C. Forrell~~ Joseph M. Gohn
~~Executive Vice President~~
Assistant Secretary.

WITNESS:



CATHERINES, INC.
450 WINKS LANE
BENSALEM, PA 19020
(215) 638-6902

July 11, 2000

Aegis Realty Operating Partnership, L.P.
c/o RRC Property Advisors
900 N. Federal Highway, Suite 300
Boca Raton, FL 33432

RECEIVED
JUL 17 2000

Re: Agreement of Lease Dated December 12, 1995, between
Aegis Realty Operating Partnership, L.P., successor-in-interest to
Fitzpatrick – Chambers Investments
d/b/a/ Governors Square Shopping Center, as Landlord, and
Catherines, Inc., as Tenant
For space in Governor's Square, Montgomery, AL
Tenant Store #5470

Gentlemen:

In accordance with Section (iii) of the above-captioned Lease, Catherines, Inc. hereby gives notice of its exercise of the option to extend the term of the Lease for a period of five (5) years. The option period shall commence on March 1, 2001 and end on February 28, 2006.

Very truly yours,

CATHERINES, INC.

Jonathon Graub
Vice President – Real Estate

JG:TMS:jes

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
No. 7099 3400 0013 3299 6528

Governor's Square / Ashley Stewart

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease, ("Assignment"), made this 15th day of March, 2002 among Aegis Realty Operating Partnership, L.P., a Delaware limited partnership ("Landlord"), Catherine's, Inc., a Delaware corporation ("Assignor or Tenant") and Large Apparel of Alabama, Inc., an Alabama corporation ("Assignee").

RECITALS:

WHEREAS, that certain Lease dated December 7, 1976 (the lease agreement, together with all valid addenda, exhibits, modifications, options, riders and amendments of any kind whatsoever, is collectively referred to as the "Lease") was executed by and between Governors Square, Inc., as landlord and Catherine's Stout Shoppe, Inc., as tenant for the premises containing approximately 2799 square feet and commonly referred to as 2831 East South Boulevard, Montgomery, Alabama 36116 in the Governors Shopping Center ("Center"); and

WHEREAS, Fitzpatrick-Chambers Investments purchased the Center from Governors Square, Inc.; and

WHEREAS, that certain Agreement of Lease dated December 12, 1995 was executed by and between Fitzpatrick-Chambers Investments, an Alabama Partnership and Tenant, and to amend the Lease Tenant relocated to larger premises containing approximately 4100 square feet and commonly referred to as 2839 East South Boulevard, Montgomery, Alabama 36116 ("Premises") in the Governors Shopping Center ("Center"); and

WHEREAS, Landlord purchased the Center from Fitzpatrick-Chambers Investments on June 2, 1998; and

WHEREAS, by that certain letter dated July 11, 2000, Tenant exercised its Option to renew the Lease for a 5-year period, beginning March 1, 2001 and expiring on February 28, 2006; and

WHEREAS, pursuant to Section 10.01 of the Lease, Assignor is desirous of assigning to Assignee and Assignee is desirous of receiving from Assignor, an assignment from Assignor of all of Assignor's right, title and interest in, to and under the Lease as more specifically set forth herein; and

NOW THEREFORE, for and in consideration of ten dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. The aforesaid recitals are true and correct and are incorporated herein.
2. Effective as of April 1, 2002 ("Effective Date"), Assignor does hereby assign, sell, transfer and set over unto Assignee, all of Assignor's rights, title and interest in, to and under the Lease including, without limitation, all of Assignor's right, title and interest in and to any prepaid rent and security deposits, if any, made under the Lease.
3. Assignor does hereby release Landlord and relinquish any and all rights and claims of any kind whatsoever against Landlord, if any, to any prepaid rent and security deposits made by Assignor or on Assignor's behalf prior to the Effective Date in connection with the Lease.
4. Assignee represents and warrants to Landlord that Assignee has read all of the terms and conditions of the Lease and all amendments and assignments thereto and that Assignee does hereby assume and agree to be bound by and comply with all of the terms, covenants, conditions, and provisions of the Lease and all amendments and assignments thereto including but not limited to the use of the Premises described in Section 5.01 of the Lease, as if Assignee has originally executed the Lease. Landlord agrees that Assignee shall not be responsible to cure any defaults under the Lease prior to the Effective Date (or be responsible for any payment of rent or additional rent attributable to any period prior to the Effective Date) or for any acts of Assignor prior to the Effective Date, which has or may result in a default under the Lease.

5. Assignee agrees that it has inspected the Premises covered by the Lease and is taking same, together with all fixtures, improvements and personal property on or about said Premises, in "as is" condition.
6. By execution hereof, Assignor and Assignee acknowledge and agree that Landlord is in full compliance with all of the terms and conditions of the Lease and all amendments and assignments thereto and that there exists no event of default and no claim against Landlord for default, breach or set-off and Assignor and Assignee do hereby release and relinquish any and all such claims against Landlord accruing prior to the date hereof.
7. Landlord hereby agrees that all conditions under the Lease to be performed by the Assignor prerequisite to the full effectiveness of the Assignment have been satisfied and that on this date there exists no factual circumstances or condition which, with notice or the lapse of time, or both, would constitute a default on the part of the Assignor under the Lease. From and after the Effective Date, Landlord remises, releases and forever discharges Assignor and Charming Shoppes, Inc. and their related parties of, from, against and with respect to all liabilities, obligations, costs, expenses, claims, actions, suits, damages, covenants, agreements, representations and warranties under the Lease or arising from any cause or matter relating to the Lease or the Premises, and agrees that Assignor and Charming Shoppes, Inc. and their related parties shall have no further liabilities or obligations under or connected to or arising out of the Lease or the Premises.
8. Landlord hereby agrees to provide Assignor notice of any adjustments to any additional rent or other charges for periods prior to May 15, 2002.
9. Section 1.01 of the Lease shall be modified so that any original invoices, correspondence, or notices to the Assignee shall be mailed to the following address:

Large Apparel of Alabama, Inc.
100 Metro Way
Secaucus, NJ 07094
Attn: Jeffrey Klein
(201) 319-9093
(201) 319-1173 (Facsimile)
10. Assignee has heretofore fulfilled all of the requirements set forth below:
 - (a) Landlord receiving a Certificate of Insurance from Assignee evidencing the insurance coverage required under the terms of the Lease and naming Landlord as an additional insured; and
 - (b) Landlord receiving evidence that Large Apparel of Alabama, Inc., is a corporation in good standing with the State of Alabama.
 - (c) Landlord receiving a copy of any executed closing documents relating to the sale of the business from Assignor to Assignee.
 - (d) Landlord receiving an executed Guaranty of the Lease attached as Exhibit "A" to this Assignment.
 - (e) This Assignment being executed by all of the parties hereto.
11. Assignor represents to Assignee that it is not in default of any of the material terms in the Lease and that Assignor shall be responsible for all obligations under the Lease due prior to the Effective Date. Assignor shall indemnify and hold Assignee harmless for any breach of the obligations under the paragraph including any cost and expenses, including reasonable legal fees incurred by Assignee resulting upon such breach.

As between Assignee and Assignor only, the provisions of the Agreement for the

Assignment and Assumption of Leases previously entered into by and between Assignor and Assignee shall not be superseded by the provisions of this document and shall survive the execution and delivery hereof. The aforesaid Agreement for the Assignment and Assumption of Leases shall be interpreted by Assignee and Assignor whenever possible so as to be consistent with the provisions hereof. This paragraph is not intended to concern Landlord in any way and the aforesaid Agreement for the Assignment and Assumption of Leases shall in no way affect Landlord's rights and obligations under the Lease or this Assignment.

12. The parties agree that Landlord's lien on the Premises as well as all fixtures, improvements and personal property therein, shall at all times be superior to any claim that Assignor may have and by execution hereof, Assignor does hereby subordinate any lien or claim of lien Assignor may have to the Premises and any fixtures, improvements and personal property therein, to Landlord's lien thereon.
13. Assignee may, at Assignee's sole cost and expense, install new signage (identifying Assignee's trade name) in the place of all Assignor's existing signage on the Premises, provided; (a) such signage does not exceed the dimensions of the existing signage; (b) the removal of the existing signage and installation of the new signage is performed in a good workmanlike manner and in compliance with any and all applicable codes and/or ordinances; and (c) such signage complies with Landlord's current sign criteria. Landlord acknowledges that Tenant's trade name may be changed to "Ashley Stewart Woman Sizes 14-26".
14. Assignee shall be permitted to cease operations in the Premises for a period commencing on or about April 1, 2002 and expiring on May 15, 2002.
15. Except as expressly set forth herein, all of the other terms and provisions of the Lease shall remain in full force and effect, unmodified hereby.

IN WITNESS WHEREOF, the parties have executed, entered into and delivered this Agreement this 20th day of March, 2002.

Witnesses for Assignor:

By: [Signature]
Printed Name: JOANN VOLTZ

By: [Signature]
Printed Name: Dina M. Belmonte

Assignor:

Catherines, Inc.,
a Delaware corporation

By: [Signature]
Jonathan Graub
Vice President

Witnesses for Assignee:

By: [Signature]
Printed Name: JEFFREY A. KLEIN
Secretary

By: [Signature]
Printed Name: Angela Bryant

Assignee:

Large Apparel of Alabama, Inc.,
an Alabama corporation

By: [Signature]
Robert S. Bland
President

CONSENT OF LANDLORD

Landlord hereby consents to the foregoing Assignment and Assignment of Lease.

Witnesses for Landlord:

By: [Signature]
Printed Name: Joan Berg

By: [Signature]
Printed Name: Craig M. Barbore

Landlord:

Aegis Realty Operating Partnership, L.P.,
a Delaware limited partnership

By its general partner
Aegis Realty, Inc.
A Maryland corporation

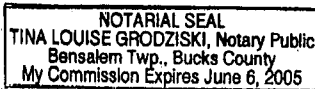
By: [Signature]
Stuart J. Boesky, as President
for the corporation

ASSIGNOR'S ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF Bucks)

BEFORE me the undersigned authority on this day personally appeared Jonathan Graub known to me to be the person whose name is subscribed to the foregoing instrument and upon his oath acknowledged to me that he executed the instrument with full authority to do so, for the purposes and considerations recited herein, and as the act and deed of Catherines, Inc.

SUBSCRIBED AND SWORN to me on this 20th day of March, 2002.



Tina Louise Grodziski
Notary Public

My Commission Expires: 6/6/05

TINA LOUISE GRODZISKI
Printed Name of Notary

ASSIGNEE'S ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

BEFORE me the undersigned authority on this day personally appeared Robert S. Bland known to me to be the person whose name is subscribed to the foregoing instrument and upon his oath acknowledged to me that he executed the instrument with full authority to do so, for the purposes and considerations recited herein, and as the act and deed of Large Apparel of Alabama, Inc.

SUBSCRIBED AND SWORN to me on this ____ day of March, 2002.

Notary Public

My Commission Expires: _____

Printed Name of Notary

LANDLORD'S ACKNOWLEDGMENT

STATE OF ~~NEW YORK~~ Florida)
) SS:
COUNTY OF ~~NEW YORK~~ Palm Beach)

BEFORE me the undersigned authority on this day personally appeared Stuart J. Boesky known to me to be the person whose name is subscribed to the foregoing instrument and upon his oath acknowledged to me that he executed the instrument with full authority to do so, for the purposes and considerations recited herein, and as the act and deed of Aegis Realty, Inc., the general partner of Aegis Realty Operating Partnership, L.P.

SUBSCRIBED AND SWORN to me on this 26 day of March, 2002.



My Commission Expires: 11-16-04

Kathy H. Orlandi
Notary Public

Kathy H. Orlandi
Printed Name of Notary

GUARANTY

In consideration of the Landlord entering into the Consent to the Assignment and Assumption of Lease dated the 15th day of March 2002, by and between Aegis Realty Operating Partnership, L.P., a Delaware limited partnership ("Landlord") and Catherine's, Inc., a Delaware corporation ("Assignor or "Tenant") and Large Apparel of Alabama, Inc., an Alabama corporation ("Assignee") referring to Space #2, 2839 East South Boulevard, Montgomery, Alabama 36116 in the Governor Square Shopping Center and to be occupied by the Assignee for the remainder of the Lease Term, the undersigned does from and after April 1, 2002, hereby expressly guarantee to the Landlord, its successors and assigns, the prompt payment by the Assignee of the rent and the faithful performance by the Assignee of each and all of the terms, covenants and conditions of said Lease required to be performed by the Assignee.

The undersigned expressly hereby waives notice of nonperformance of default by or on behalf of said Assignee, and further expressly hereby waives any legal obligation or necessity for Landlord to proceed first against said Assignee or to exhaust any remedy Landlord may have against Assignee, it being understood that in the event of default or failure of performance in any respect by said Assignee, Landlord may proceed and have right of action solely against either the undersigned or said Assignee, or jointly against the undersigned and said Assignee.

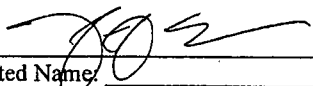
The undersigned agrees that any modification, waiver, change or extension of any terms, covenants or conditions of said Lease, which Assignee and Landlord may hereinafter elect to make, shall not in anyway affect or impair Guarantor's unconditional liability to Landlord. This Guaranty shall continue during the term of the Lease and any extensions thereof and until the surrender of the premises to the Landlord in the manner provided for in said Lease. This Guaranty shall not be diminished by any payment of rent or performance of the terms and conditions of the Assignee by the Guarantor, until each and all of Assignee's Lease obligations have been fully discharged.

In the event suit or action shall be brought upon this Guaranty, the undersigned does hereby agree to pay reasonable attorneys fees and all court costs incurred by Landlord (if plaintiff is the prevailing party in such action).

This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Landlord.

Dated this 18th day of March, 2002

Witnesses for Guarantor:

By: 
Printed Name: JEFFREY A. KLEIN
Secretary

By: 
Printed Name: Audela Bryant

Guarantor:
Urban Brands, Inc.
A Delaware corporation

By: 
Printed Name: ROBERT S. BLAND
Address: President

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Agreement") is made and entered into as of 3/6, 2006 by and between Governor's Square Station LLC, an Ohio limited liability company, ("Landlord") and Large Apparel Of Alabama, Inc., an Alabama corporation ("Tenant"), doing business as Ashley Stewart Women Sizes 14-16.

RECITALS:

WHEREAS, Landlord and Tenant, or their predecessors in interest, have entered into a certain Lease Agreement dated December 12, 1995, as same may have been amended ("Lease") under which Tenant leases from Landlord approximately 4,100 rentable square feet known as Unit 500 of the Governor's Square Shopping Center in Montgomery, Alabama ("Premises").

WHEREAS, Landlord and Tenant desire to further amend, modify and alter certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Landlord and Tenant have agreed to extend the term for a period of three (3) years ("Extension Term"). Said Extension Term shall commence on March 1, 2006 and terminate on February 28, 2009.
2. Tenant hereby agrees to pay to the Landlord as minimum rent during the Extension Term the sum of Ninety-Seven Thousand Five Dollars and 96/100 (\$97,005.96) payable as follows:

March 1, 2006 to February 28, 2007 ----- \$47,805.96 per annum (\$3,983.83 per month)
March 1, 2007 to February 28, 2009 ----- \$49,200.00 per annum (\$4,100.00 per month)
3. Tenant represents that Landlord is not in default of any terms, conditions, or covenants of the Lease.
4. Except as amended hereby, the Lease is hereby restated, reaffirmed and incorporated herein by reference in its entirety.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above written.

LANDLORD:

Governor's Square Station LLC,
a Delaware limited liability company

By: R. Mark Addy

R. Mark Addy

Its: Vice President & Secretary

WITNESS

Jenna Smith

Denise D. Dyer

COUNTY OF HAMILTON)

)SS:

STATE OF OHIO)

BE IT REMEMBERED that on this 6th day of March, 2006 before me, a Notary Public in and for the said county and state, personally appeared R. Mark Addy, Vice President and Secretary of Governor's Square Station LLC, a Delaware limited liability company, on behalf of said limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and year above mentioned.



Denise D. Dyer Notary Public

Notary Public, State of Ohio
My Commission Expires
October 18, 2010

WITNESS

Jane Smith

Denise D. Dyer

TENANT:

Large Apparel Of Alabama, Inc., an Alabama corporation

By: Ethan Shapiro

Name: Ethan Shapiro

Its: President/CEO

COUNTY OF Hudson)

)SS:

STATE OF New Jersey)

BE IT REMEMBERED that on this 28th day of February, 2006 before me, a Notary Public in and for the said county and state, personally appeared ETHAN SHAPIRO, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

Susan D. Stead

Notary Public

Susan D. Stead
State of New Jersey
My Commission Expires 11 / 22 / 10
My I.D. Number is 2337372



SECOND AMENDMENT TO LEASE AGREEMENT

This ²⁰⁰⁹ Second Amendment to Lease Agreement ("Amendment") is made and entered into as of January 19, 2008 by and between Governor's Square Station LLC, a Delaware limited liability company ("Landlord") and Large Apparel of Alabama, Inc., an Alabama corporation ("Tenant"), d.b.a. Ashley Stewart.

RECITALS:

WHEREAS, Landlord and Tenant, or their predecessors in interest, have entered into a certain lease agreement dated December 7, 1976, as amended by a Lease Extension Agreement dated January 1, 1988, a Second Lease Extension Agreement dated September 2, 1992, a Third Lease Extension Agreement dated April 11, 1995, an Agreement of Lease dated December 12, 1995, an Option Renewal Notice dated July 11, 2000, an Assignment & Assumption of Lease dated March 15, 2002 and a First Amendment to Lease Agreement dated March 6, 2006 ("Lease") under which Tenant leases from Landlord approximately 4,100 rentable square feet known as Unit 500 ("Leased Premises") of the shopping center development known as Governor's Square in Montgomery, Alabama ("Shopping Center"); and

WHEREAS, Landlord and Tenant desire to further amend, modify and alter certain terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Landlord and Tenant hereby extend the term of the Lease for a period of three (3) years ("Extension Term"). Said Extension Term shall commence on March 1, 2009 and terminate on February 29, 2012.
2. Tenant hereby agrees to pay to Landlord as rental during the Extension Term the sum of One Hundred Forty-Seven Thousand Six Hundred Dollars and 00/100 (\$147,600.00) payable as follows:

March 1, 2009 to February 29, 2012----- \$49,200.00 per annum (\$4,100.00 per month)

Tenant hereby agrees to continue paying Percentage Rent throughout the duration of the Extension Term payable as follows:

March 1, 2009 to February 29, 2012---4% percentage rent rate (\$1,230,000.00 natural breakpoint)

In addition to the foregoing, Tenant shall continue to pay all additional rent and other charges described in the Lease.

3. Section 13.01 of the Lease, "Notices" is hereby deleted in its entirety and replaced with the following:

All notices given or required to be given under the Lease must be delivered by a nationally-recognized overnight courier service or by registered or certified mail - return receipt requested, postage prepaid (or equivalent), to the Notice Address. Such addresses may be changed from time to time by serving written notice as above provided. Any such notice shall be deemed given as of the date of delivery or refusal to accept delivery, as evidenced by the receipt provided by the

carrier. Failure of effective notice to any party, person or entity listed in the Notice Address shall not have any effect on the notice or effective date thereof for other parties, persons or entities.

"Notice Address" shall mean:

For Landlord:
R. Mark Addy, COO
Governor's Square Station LLC
11501 Northlake Drive
Cincinnati, Ohio 45249

With a copy to:
Lease Administration Department
Phillips Edison & Company
11501 Northlake Drive
Cincinnati, Ohio 45249

For Tenant:
Large Apparel of Alabama, Inc.
100 Metro Way
Secaucus, New Jersey 07094
Attn: Lease Administration

Tenant's Notice Address shall also be Tenant's billing address unless otherwise stated.

4. Section 3.01 "Amount of Rent" is hereby amended to add the following:

At Tenant's option, Tenant shall have the choice to pay to Landlord the rental, via Electronic Funds Transfer (EFT) through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. If Tenant chooses to exercise such payment option, Tenant shall provide all necessary information and authorization for Landlord initiated EFT. Tenant shall ensure that funds are available in such account for all payments due to the address as set forth in Section 3.01.

5. Tenant represents that Landlord is not in default of any terms, conditions, or covenants of the Lease.
6. Except as amended hereby, the Lease is hereby restated, reaffirmed and incorporated herein by reference in its entirety.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Amendment as of the day and year first above written.

WITNESS:

Karen A. Aristizabal
Notary Public

LANDLORD:

Governor's Square Station LLC,
a Delaware limited liability company

By: R. Mark Addy

R. Mark Addy

Its: Vice President & Secretary

COUNTY OF HAMILTON)

)SS:

STATE OF OHIO)

BE IT REMEMBERED that on this 19th day of January, 2009 before me, a Notary Public in and for the said county and state, personally appeared R. Mark Addy, Vice President and Secretary of Governor's Square Station LLC, a Delaware limited liability company, on behalf of said limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

Karen A. Aristizabal
Notary Public



Karen A. Aristizabal
Notary Public, State of Ohio
My Commission Expires 03-05-2012

WITNESS:

[Signature]
CHA G

TENANT:

Large Apparel of Alabama, Inc., an Alabama corporation

By:

Name:

Its:

Anita Britt
Chief Financial Officer
ANITA BRITT
SA VP / CFO

COUNTY OF HUDSON)

)SS:

STATE OF NEW JERSEY)

BE IT REMEMBERED that on this 7 day of January, 2009, before me, a Notary Public in and for the said county and state, personally appeared ANITA BRITT, the SA VP / CFO of Large Apparel of Alabama, Inc., an Alabama corporation, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

Bernadette Sullivan
Notary Public

BERNADETTE SULLIVAN
ID # 2061577
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/10/2012



CONSENT OF GUARANTOR

The undersigned is the Guarantor pursuant to a certain Guaranty to Landlord, dated March 18, 2002, pertaining to the Lease ("Guaranty"). The undersigned Guarantor hereby consents to the foregoing Second Amendment to Lease Agreement. The undersigned Guarantor hereby acknowledges that the Guaranty is in full force and effect. The Guaranty is hereby restated, reaffirmed, and incorporated herein by reference in its entirety.

GUARANTOR WITNESS:

[Signature]
ChA G

GUARANTOR:

Urban Brands, Inc., a Delaware corporation

[Signature]
By: ANITA BRITT
Its: Chief Financial Officer

COUNTY OF HUDSON)
)SS:
STATE OF NEW JERSEY)

BE IT REMEMBERED that on this 7 day of January, 2009, before me, a Notary Public in and for the said county and state, personally appeared ANITA BRITT, the SR VP / CFO of Urban Brands, Inc., a Delaware corporation who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

[Signature]
Notary Public

BERNADETTE SULLIVAN
ID # 2061577
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/10/2012

MILLER
& MARTIN
PLLC

ATTORNEYS AT LAW

SUITE 800
1170 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-7649
(404) 962-6100
FAX (404) 962-6300

JENNIPHER BOREY
DIRECT DIAL: (404) 962-6131
DIRECT FAX: (404) 962-6331
E-mail: jborey@millermartin.com

January 20, 2011

VIA FEDERAL EXPRESS

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

**Re: In re: Large Apparel of Alabama, Inc.
Case Number 10-13031
Chapter 11**

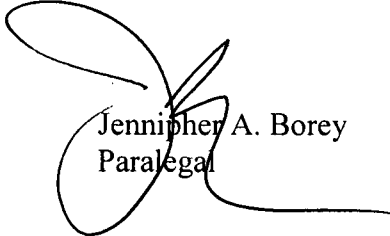
Dear Sir or Madam:

Enclosed please find one (1) original and one (1) copy of a Proof of Claim to be filed on behalf of Governor's Square Station LLC for the above-referenced matter.

Please file the original and return file-stamped copy to the undersigned in the enclosed pre-paid Federal Express envelope.

Should you have any questions, please feel free to contact me at 404-962-6131.

Sincerely,


Jennifer A. Borey
Paralegal

/jab
Enclosures