

UNITED STATES BANKRUPTCY COURT – DELAWARE

PROOF OF CLAIM

Name of Debtor:

Large Apparel of Pennsylvania, Inc.

Case Number:

10-13044

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):

Edgewood 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

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent: (if different from above):

Edgewood Station LLC
c/o Denise Dyer
11501 Northlake Drive
Cincinnati, OH 45249
Telephone number: (513) 619-5026

RECEIVED
JAN 21 2011
BMC GROUP

☐ 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.

☐ 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.

☐ 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.

2. Basis for Claim: Non-Residential Real Property Lease in Pittsburgh, PA
(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: ☐ Real Estate ☐ Motor Vehicle ☐ 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. (See definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

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.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ 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).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ 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).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

X Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2).

Amount entitled to priority:

\$ Unknown

* Amounts are subject to adjustment on 4/1/10 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.

Catherine Harrison King
Catherine Harrison King, Counsel for Edgewood Station LLC

FOR COURT USE ONLY

Urban Brands



00585

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 PENNSYLVANIA, INC.**

CASE: **10-13044** **CHAPTER: 11**

CLAIMANT: **EDGEWOOD STATION LLC**

SUMMARY OF DOCUMENTS

- Lease Agreement executed by and between Edgewood Station LLC and Large Apparel of Pennsylvania, Inc. dba Ashley Stewart, dated August 21, 2006.

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

THIS LEASE AGREEMENT ("Lease") is made this 21st day of August, 2006 by and between Edgewood Station LLC, a Delaware limited liability company, ("Landlord") and Large Apparel of Pennsylvania, Inc., a Pennsylvania corporation ("Tenant"), d.b.a. Ashley Stewart;

WITNESSETH

DEFINITIONS

As used herein, the term:

- A. "Demised Premises" shall mean that certain space containing approximately 5,625 square feet situated in Edgewood Towne Centre and commonly known as Unit 114. The approximate location and boundaries of the Demised Premises are shown on the attached **Exhibit A**.
- B. "Shopping Center" shall mean the Edgewood Towne Centre located in Pittsburgh, Pennsylvania, as depicted on the attached **Exhibit A**.
- C. "Initial Term" shall mean approximately ten (10) years and two (2) months.
- D. "Commencement Date" shall mean the date on which possession of the Demised Premises is delivered by Landlord to Tenant which date shall be no later than September 1, 2006.
- E. "Fixed Minimum Rent Commencement Date" shall mean ninety (90) days after the Commencement Date or when Tenant opens for business, whichever is sooner.
- F. "Expiration Date" shall mean January 31 or July 31 of the tenth (10th) calendar year after the Fixed Minimum Rent Commencement Date, whichever date is closest to the one hundred twentieth month after the Fixed Minimum Rent Commencement Date, unless sooner terminated as hereinafter provided.
- G. "Renewal Option" shall mean two options to renew the Lease for an additional two successive periods of five (5) years each (each shall be a "Renewal Term").
- H. "Fixed Minimum Rent" shall mean Eight Hundred Eighty-Five Thousand Nine Hundred Thirty-Seven Dollars and Eighty Cents (\$885,937.80), payable as follows:

Months 1 - 60 (plus any partial calendar month at the beginning of the term): \$84,375.00 per annum, \$7,031.25 per month
Months 61 - 120: \$92,812.56 per annum, \$7,734.38 per month

In the event that Tenant exercises the First Renewal Option, "Fixed Minimum Rent" during the First Renewal Term shall mean Five Hundred Six Thousand Two Hundred Fifty Dollars and No Cents (\$506,250.00), payable as follows:

First Renewal Term:
Months 1 - 60: \$101,250.00 per annum, \$8,437.50 per month

In the event that Tenant exercises the Second Renewal Option, "Fixed Minimum Rent" during the Second Renewal Term shall mean Five Hundred Sixty-Two Thousand Five Hundred Dollars and No Cents (\$562,500.00), payable as follows:

Second Renewal Term:
Months 1 - 60: \$112,500.00 per annum, \$9,375.00 per month

- I. "Overage Rent" shall mean four percent (4%) of (a) Tenant's Gross Sales for each Calendar Year or fractional Calendar Year in excess of (b) an amount equal to (i) the Fixed Minimum Rent paid by Tenant for that Calendar Year or fractional Calendar Year divided by (ii) four percent (4%).
- J. "Calendar Year" shall mean the period from January 1 to December 31 of any year.
- K. "Tenant's Proportionate Share" shall mean a fraction, the numerator of which shall be the square footage of the Demised Premises, and the denominator of which shall be the total square footage of the leasable floor area within the Shopping Center. Tenant's Proportionate Share is subject to

adjustment by Landlord if the square footage of the Demised Premises or the leasable floor area within the Shopping Center changes.

- L. "Initial CAM Payment" shall mean Six Hundred Eighty-Nine Dollars and Six Cents (\$689.06) per month, to commence upon the Commencement Date.
- M. "Initial Real Estate Tax Payment" shall mean One Thousand Three Hundred Sixty-Four Dollars and Six Cents (\$1,364.06) per month, to commence upon the Commencement Date.
- N. "Initial Insurance Payment" shall mean Thirty-Two Dollars and Eighty-One Cents (\$32.81) per month, to commence upon the Commencement Date.
- O. "Use" shall mean for a retail clothing store, including the sale of accessories, the incidental sale of shoes and the sale of other fashion-related items as well as gift and sundry items or for any legally permissible business so long as Tenant does not use the Demised Premises in violation of any applicable law or in violation of any exclusive use right or other right of any other party. Tenant shall always conduct its operations in the Demised Premises under the trade name Ashley Stewart or the trade name Marianne or under such other trade name that is used in conjunction with Tenant's other businesses, 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.
- P. "Normal Business Hours" shall mean Monday through Friday, 10:00 AM until 9:00 PM, Saturday, 10:00 AM until 6:00 PM, and Sunday, 12:00 PM until 5:00 PM.
- Q. "Notice Address" shall mean:

For Landlord:
R. Mark Addy, Esq.
Edgewood Station LLC
11690 Grooms Road
Cincinnati, Ohio 45242

with a copy to:
Lease Administration Department
Phillips Edison & Company
11690 Grooms Road
Cincinnati, Ohio 45242

For Tenant:
Large Apparel of Pennsylvania, Inc.
c/o Urban Brands, Inc.
100 Metro Way
Secaucus, New Jersey 07094
Attn: Real Estate Department

ARTICLE I - DEMISED PREMISES AND TERM

1.1 DEMISED PREMISES. For and in consideration of the rents to be paid by Tenant and of the covenants and agreements herein contained, and other good and valuable consideration, Tenant does hereby lease from Landlord the Demised Premises. Landlord shall have the right, at its sole option, to remeasure the square footage of the Demised Premises at any time during the term of the Lease, in which event the Demised Premises shall extend to and shall include the exterior face of the storefront to the center line of any walls which the Demised Premises shares with other premises within the Shopping Center and to the inside surface of the rear wall. Tenant's use and occupation of the Demised Premises shall include the non exclusive use in common with others entitled thereto of the common areas, employee parking areas, service roads, loading facilities, sidewalks and customer car parking areas shown and depicted on Exhibit A, and other facilities as may be designated from time to time by Landlord, subject, however, to the terms of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord.

1.2 INITIAL TERM. The Initial Term shall commence upon the Commencement Date and expire at midnight on the Expiration Date. Landlord and Tenant agree, upon demand of the other, to execute a declaration setting forth the Commencement Date, the Fixed Minimum Rent Commencement Date, and the Expiration Date, and to acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord.

1.3 RENEWAL TERM. The Renewal Term shall commence upon the first day after the last day of the then-existing term of this Lease upon the following conditions: (1) Landlord shall receive written notice of Tenant's election to exercise the applicable Renewal Option not less than one hundred eighty (180) days prior to the expiration of the then-existing term of this Lease; (2) no event of default by Tenant shall have occurred during the term of this Lease; and (3) all terms, covenants, and conditions of this Lease as set forth for the Initial Term of this Lease shall prevail in the applicable Renewal Term except

that (i) the term of this Lease shall be extended for the applicable Renewal Term and (ii) Fixed Minimum Rent during the applicable Renewal Term shall be as set forth herein.

1.4 CO-TENANCY. Provided that no event of default under the terms of this Lease has occurred and Tenant is continuously operating in the Demised Premises, in the event that Giant Eagle should permanently cease operations in the Shopping Center, Tenant shall pay, in lieu of Fixed Minimum Rent, four percent (4%) of Gross Sales ("Substitute Rent"), plus Additional Rent as defined in this Lease, effective upon the date Giant Eagle ceases operations in the Shopping Center. Tenant shall make payment of Substitute Rent within fifteen (15) days of the end of each calendar month based on the Gross Sales for the previous month. Tenant shall continue to make payment of Additional Rent in accordance with the terms of the Lease. If at least eighty percent (80%) of the space occupied by Giant Eagle is not leased to a replacement tenant or tenants of similar stature, reputation and size within twelve (12) months of the date Giant Eagle ceases operations, Tenant may terminate the Lease upon thirty (30) days written notice to Landlord. Tenant must notify Landlord in writing of its election to terminate the Lease within thirty (30) days of the expiration of said twelve (12) month period; such termination right shall thereafter become null and void. If Tenant fails to terminate the Lease as provided herein, the termination right shall thereafter become null and void.

In the event less than fifty percent (50%) of the gross leasable area of the Shopping Center is occupied by tenants during the term of this Lease ("Co-Tenancy Requirement"), then, from and after the date upon which the Co-Tenancy Requirement first ceases to be satisfied until the earlier of (i) the date upon which the Co-Tenancy Requirement is next satisfied, or (ii) the expiration of twelve (12) consecutive calendar months after the date upon which the Co-Tenancy Requirement first ceases to be satisfied, as Tenant's sole and exclusive remedy, Tenant shall pay Substitute Rent. Upon the earlier of (i) the date upon which the Co-Tenancy Requirement is next satisfied, or (ii) the expiration of twelve (12) consecutive calendar months after the date upon which the Co-Tenancy Requirement first ceases to be satisfied, Tenant shall resume the payment of the full amount of Fixed Minimum Rent required hereunder. Notwithstanding the foregoing, in the event that the Co-Tenancy Requirement remains unsatisfied for twelve (12) consecutive calendar months after the date upon which the Co-Tenancy Requirement first ceases to be satisfied, Tenant may terminate this Lease upon ninety (90) days' written notice to Landlord, provided that Tenant must notify Landlord in writing of its election to terminate the Lease prior to the expiration of the thirteenth (13th) full calendar month following the date upon which the Co-Tenancy Requirement first ceases to be satisfied. If Tenant fails to notify Landlord of its election to terminate the Lease within the time period specified herein, Tenant's right to terminate the Lease pursuant to this Section shall thereafter be null and void, and Tenant shall have no further right to terminate the Lease pursuant to this Section.

1.5 GROSS SALES TERMINATION RIGHT. In the event Tenant's annual Gross Sales do not exceed Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) for the immediately preceding twelve (12) month period at the end of the sixtieth (60th) full calendar month from the Rent Commencement Date ("First Termination Exercise Date") or Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) for the immediately preceding twelve (12) month period at the end of the eighty-fourth (84th) full calendar month from the Rent Commencement Date ("Second Termination Exercise Date"), Tenant shall have the right to terminate this Lease so long as Tenant is continuously operating for the permitted Use in the Demised Premises and Tenant is not in default of any term or condition of the Lease. Tenant must notify Landlord of Tenant's intent to terminate the Lease in writing within ninety (90) days of the applicable Termination Exercise Date and such notice must contain written supporting documentation of Gross Sales. Tenant shall be required to pay all monies due under the Lease during the ninety (90) day notice period. If Tenant fails to exercise the termination right as described in this Section 1.5, then this termination right shall be null and void and of no further effect.

ARTICLE II - RENT

2.1 RENT PAYABLE. Tenant covenants and agrees to pay to Landlord as rent for the Demised Premises, the following (collectively referred to as "Rent"):

A. Fixed Minimum Rent; plus

B. Overage Rent; plus

C. all additional sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with applicable law and/or the provisions of this Lease (collectively referred to as "Additional Rent").

2.2 FIXED MINIMUM RENT. Tenant hereby agrees to pay to Landlord Fixed Minimum Rent as rent for the Demised Premises, to commence on the Fixed Minimum Rent Commencement Date. Fixed Minimum Rent shall be payable on or before the fifth day of each month in advance, without deduction or set-off whatsoever, to EDGEWOOD STATION LLC at 2537 Paysphere Circle, Chicago, IL 60674 or at

such location as Landlord may designate from time to time. Tenant shall pay the first full installment of Fixed Minimum Rent upon execution of the Lease. If the Fixed Minimum Rent Commencement Date occurs on a day other than the first day of a calendar month, Fixed Minimum Rent for the partial calendar month in which the Fixed Minimum Rent Commencement Date occurs shall be prorated based upon the number of days from the Fixed Minimum Rent Commencement Date to the first day of the first full calendar month after the Fixed Minimum Rent Commencement Date. No payment by Tenant or receipt by Landlord of a lesser amount than the current installment of Fixed Minimum Rent or Additional Rent due hereunder shall be deemed to be other than on account of the earliest stipulated installment of Fixed Minimum Rent or Additional Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Fixed Minimum Rent or Additional Rent or pursue any other remedy provided in this Lease.

2.3 OVERAGE RENT. In addition to the Fixed Minimum Rent specified in Section 2.2, Tenant shall pay to Landlord the Overage Rent as set forth herein. Overage Rent attributable to Gross Sales for the preceding Calendar Year shall be paid in full on or before February 15th of each year.

2.4 REPORTING GROSS SALES. Tenant shall report its Gross Sales to Landlord for each calendar month in the form attached hereto as **Exhibit H**, or in such other form as shall be acceptable to Landlord in its sole discretion. Tenant shall sign the report certifying under oath that the information is complete and correct. Reports of Gross Sales for each calendar month shall be received by Landlord not later than the twentieth (20th) day of the following calendar month. If the above-mentioned monthly report of Gross Sales is not received by Landlord by the twentieth (20th) day of the following month, Tenant shall pay Landlord a late fee of Twenty-Five Dollars (\$25.00). An additional Twenty-Five Dollars (\$25.00) shall be charged each month for each report of Gross Sales not yet received.

"Gross Sales," as used herein, shall mean: the aggregate gross sales price of all merchandise sold, and gross charges for all services rendered in or from the Demised Premises, both for cash and on credit; provided, however, such term shall not include any sales tax, gross receipts tax, or similar tax, the amount of which is determined by the amount of sales made, and which Tenant may be required to collect and account for to any governmental agency. Tenant acknowledges and agrees that the Overage Rent payable under Section 2.3 is a material part of the consideration moving Landlord to enter into this Lease, and Tenant agrees to use its best efforts to produce the maximum volume of sales from the Demised Premises. "Gross Sales" shall not include credit card fees, check cashing fees, transfers from other stores and returns to manufacturers.

2.5 RIGHT TO AUDIT. Tenant covenants and agrees to keep at Tenant's corporate office books and records in accordance with generally accepted accounting practices in which shall be recorded Tenant's Gross Sales. Such books and records shall be open to Landlord and Landlord's duly authorized agents at any time during this Lease and for a period of at least twelve (12) months after the termination of this Lease. Upon Landlord's request, Tenant shall provide to Landlord copies of sales tax returns and any other documentation of Gross Sales as requested by Landlord. If Landlord should make an audit of Tenant's records, and Tenant's statements of Gross Sales should be found to be understated, then Tenant shall promptly pay to Landlord such additional Overage Rent as may be due, together with the late payment penalties hereinafter provided. Should Tenant's statements of Gross Sales be found to be understated by three percent (3%) or more, then Tenant, in addition to paying the Overage Rent due along with any penalties, shall pay to Landlord the cost of the audit.

2.6 CAM. Commencing on the Commencement Date, Tenant shall pay, as Additional Rent, an amount equal to the product obtained by multiplying Tenant's Proportionate Share by "CAM" for each full or partial Calendar Year during the term of this Lease.

"CAM" is hereby defined as one hundred percent (100%) of the total cost and expense incurred by Landlord in each Calendar Year in operating, maintaining, and repairing (which includes replacements, additions, and alterations) the common areas and roofs of the Shopping Center including the cost of maintaining, repairing, or replacing all service pipes, electric, gas, and water lines, and sewer mains leading to and from the Demised Premises and other premises in the Shopping Center; all utility charges incurred in operating the Shopping Center, including but not limited to electric, water not separately metered, and trash storage and removal expenses; all costs incurred in painting, repaving, resurfacing, gardening, landscaping, and for traffic control; all costs for repairs and improvements, line painting and striping, lighting, Christmas decorations, sanitary and drainage control, public address system, cleaning, removal of snow, trash, and rubbish; management fees; the cost of operating, maintaining, and repairing the Shopping Center sign(s); and cost of personnel to direct parking and to provide security for the common areas and facilities. Such expenses shall include, but not be limited to, the costs of management and supervision, total compensation and benefits (including premiums for worker's compensation and other insurance) paid to or on behalf of employees; personal property taxes; supplies; licenses and permit fees; reasonable depreciation of equipment used in operating, maintaining, and repairing the common areas and service areas, and rent paid for the leasing of any such equipment; and administrative charges

equal to ten percent (10%) of the total of all of the foregoing items for Landlord's overhead expenses in administering the common areas and facilities and service areas. "CAM" shall not include items that should be treated as capital expenditures under Generally Accepted Accounting Principles (GAAP). Tenant's Proportionate Share of CAM shall be payable, in advance, in monthly installments on the first day of each calendar month throughout the term of this Lease. The Initial CAM Payment is Landlord's estimate of Tenant's monthly payment of Tenant's Proportionate Share of CAM and is subject to adjustment by Landlord as set forth herein. Landlord and Tenant's obligations under this Section shall survive the expiration of the Term of this Lease.

Notwithstanding anything herein to the contrary, Tenant's Proportionate Share of CAM (excluding uncontrollable costs such as security, utilities, and snow and ice removal) in any Calendar Year shall not increase by more than five percent (5%) over Tenant's Proportionate Share of CAM for the immediately preceding Calendar Year.

2.7 REAL ESTATE TAXES. Commencing on the Commencement Date, Tenant shall pay, as Additional Rent hereunder, an amount equal to Tenant's Proportionate Share of all Real Estate Taxes which may be levied or assessed by lawful taxing authorities against the land, buildings, and all improvements in the Shopping Center.

"Real Estate Taxes" shall be deemed to mean all city, county, town, and village taxes, special or general, ordinary or extraordinary, all general assessments, special assessments, or any other assessments levied on the Shopping Center, water and sewer rents, charges for public utilities, excises, levies, business license and permit fees, gross receipts taxes, rent taxes, and other governmental charges which shall be imposed upon or become due and payable or become a lien upon the Shopping Center or any part thereof, including the buildings and improvements which may hereafter be placed or erected thereon, or on the sidewalks or streets in front of the same, by any federal, state, municipal, or other governmental or public authority under existing law or practice or under any future law or practice, and costs and expenses incurred in contesting or negotiating an adjustment thereof. The Real Estate Taxes for any Calendar Year shall mean the Real Estate Taxes actually paid or due to be paid during such Calendar Year, whether or not such Real Estate Taxes relate to such Calendar Year or a fiscal year.

Tenant's Proportionate Share of Real Estate Taxes shall be determined for each Calendar Year by multiplying the Real Estate Taxes for such Calendar Year by Tenant's Proportionate Share. Tenant's liability for Tenant's Proportionate Share of any Real Estate Taxes for the Calendar Years during which this Lease commences and terminates shall in all events be subject to a pro-rata adjustment based on the number of days of said Calendar Year during which the term of this Lease is in effect.

Tenant's Proportionate Share of Real Estate Taxes shall be payable, in advance, in monthly installments on the first day of each calendar month throughout the term of this Lease. The Initial Real Estate Tax Payment is Landlord's estimate of Tenant's monthly payment of Tenant's Proportionate Share of Real Estate Taxes and is subject to adjustment by Landlord as set forth herein.

A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of Real Estate Taxes to which such bill relates. Landlord and Tenant's obligations under this Section shall survive the expiration of the term of this Lease.

Tenant shall at all times be responsible for and shall pay all municipal, county, state, and federal taxes assessed against Tenant's leasehold interest in the Demised Premises or against any personal property of any kind owned, installed, or used by Tenant.

2.8 INSURANCE PREMIUMS. Commencing on the Commencement Date, Tenant shall pay, as Additional Rent hereunder, a sum equal to Tenant's Proportionate Share of the cost of public liability insurance, property damage insurance, and all other insurance coverage carried by Landlord for all land, buildings, and improvements comprising the Shopping Center ("Insurance"). Insurance for any Calendar Year shall mean Insurance actually paid or due to be paid during such Calendar Year, whether or not such Insurance relates to such Calendar Year or a fiscal year.

Tenant's Proportionate Share of Insurance shall be determined for each Calendar Year by multiplying Insurance for such Calendar Year by Tenant's Proportionate Share. Tenant's liability for Tenant's Proportionate Share of Insurance for the Calendar Years during which this Lease commences and terminates shall in all events be subject to a pro-rata adjustment based on the number of days of said Calendar Year during which the term of this Lease is in effect.

Tenant's Proportionate Share of Insurance shall be payable, in advance, in monthly installments on the first day of each calendar month throughout the term of this Lease. The Initial Insurance Payment is Landlord's estimate of Tenant's monthly payment of Tenant's Proportionate Share of Insurance and is subject to adjustment by Landlord as set forth herein.

A copy of an invoice for insurance premiums from Landlord's insurance company shall at all times be sufficient evidence of the amount of Landlord's Insurance Premiums to which such invoice relates. Landlord and Tenant's obligations under this Section shall survive the expiration of the term of this Lease.

2.9 RECONCILIATION OF CAM, REAL ESTATE TAXES AND INSURANCE. Following the end of each Calendar Year, Landlord shall provide Tenant with a statement of the actual amount of Tenant's Proportionate Share of CAM, Real Estate Taxes and Insurance for the previous year ("Reconciliation"). If the total amount of CAM, Real Estate Taxes and Insurance paid by Tenant for any such Calendar Year shall be less than the actual amount due from Tenant for such Calendar Year as shown on such statement, then Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency shall be paid within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section for any such Calendar Year shall be more than the actual amount due from Tenant for such Calendar Year as shown on the aforementioned statement, Landlord will credit the difference to Tenant's account. The monthly installments of CAM, Real Estate Taxes, and Insurance paid by Tenant may be adjusted by Landlord at any time based upon Landlord's most recent estimate. Appropriate adjustments to the amounts payable shall be made on a daily, pro-rata basis for any partial Calendar Years at the commencement and expiration of the term of this Lease. Any request for additional information from Landlord related to CAM, Real Estate Taxes or Insurance must be made within thirty (30) days of the date the Reconciliation or Tenant shall have no right to request any additional information related to the Reconciliation.

2.10 PAYMENT OF RENT AND CHARGES. All Rent to be paid by Tenant shall be paid as provided in this Lease, and the non-payment of any item when due shall constitute an Event of Default under the terms hereof. If Tenant shall fail to pay any Rent on or before the fifth (5th) day after the due date, then Tenant shall be assessed a late fee of five percent (5%) of the amount due each month until paid in full. Any unpaid amounts shall also bear interest in the amount of one and one-half percent (1½%) per month, or the maximum allowed by the laws of the state in which the Shopping Center is located, whichever is less. Tenant shall also be obligated to pay to Landlord all expenses reasonably attendant upon the collection of any such past due rents or charges, including but not limited to court costs and attorney fees.

In the event that any check, bank draft, or other instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord: (i) Tenant shall be required to pay an administrative charge to Landlord in the amount of Fifty Dollars (\$50.00) per event; (ii) Tenant shall replace such check with a cashier's check or certified check within 24 hours of notice (oral or written) to Tenant by Landlord of the dishonor; and (iii) Landlord shall have the right to require all subsequent monthly installments of Fixed Minimum Rent and Additional Rent to be paid by cashier's or certified checks. Nothing in this Section shall diminish or affect Landlord's rights or remedies pursuant to Article XI of this Lease, or otherwise be deemed to waive the payment of Rent when due under the terms of this Lease.

If Tenant fails on three (3) or more consecutive occasions during the term of this Lease to pay any monthly installments of Fixed Minimum Rent or Additional Rent when due Landlord may require, at any time thereafter, by giving written notice to Tenant, that Fixed Minimum Rent or Additional Rent or both be paid quarterly in advance instead of monthly in advance.

If Tenant fails to pay Fixed Minimum Rent or Additional Rent for the final month of the Term when due, Landlord shall be entitled to recover from Tenant as liquidated damages, and not as a penalty, an amount equal to six (6) times the Fixed Minimum Rent or Additional Rent due for the final month of the term.

2.11 TAXES ON LEASE PAYMENTS/CHARGES. Should any governmental authority acting under any existing or future law, ordinance, or regulation, levy, assess, or impose a tax excise and/or assessment upon or against this Lease, the execution hereof and/or the payment of Fixed Minimum Rent, Overage Rent, or any item of Additional Rent payable by Tenant to Landlord hereunder, including, without limitation, any sales and use taxes, whether by way of substitution for or in addition to any existing tax or otherwise, and whether evidenced by documentary stamps or the like, Tenant shall be responsible for and shall pay such tax excise and/or assessment, or shall reimburse Landlord for Landlord's payment thereof, simultaneously with the next payment of Tenant's Fixed Minimum Rent, Overage Rent, and/or the payment of any Additional Rent due under the Lease.

ARTICLE III - POSSESSION AND QUIET ENJOYMENT

3.1 LANDLORD'S DELIVERY OF DEMISED PREMISES. Landlord shall have no obligation to deliver possession of the Demised Premises to Tenant until all of the following requirements have been satisfied:

- A. The Lease has been fully executed by Landlord and Tenant;

- B. Landlord has substantially completed its work, if any, as outlined in **Exhibit B**;
- C. Landlord has received from Tenant copies of certificates of insurance satisfactory to Landlord, as set forth in Article VII;
- D. Landlord has received and approved Tenant's preliminary design drawings, as set forth in **Exhibit B**;
- E. Landlord has received and approved Tenant's sign drawings, in compliance with the Sign Criteria set forth in **Exhibit D**, and as set forth in **Exhibit B**;
- F. Tenant has provided written evidence to Landlord that all individually metered public utilities servicing the Demised Premises are in the name of Tenant; and
- G. If Landlord is not providing common area trash containers, a trash container suitable for Tenant's use has been delivered to the Shopping Center by Tenant and located in an area designated by Landlord.

In the event that Tenant fails to satisfy each of these requirements prior to the date on which Landlord intends to deliver possession of the Demised Premises to Tenant; Landlord shall have the right to either (i) notify Tenant in writing that the Commencement Date will be deemed to have occurred as of the date on which Landlord would have delivered possession of the Demised Premises to Tenant, had tenant satisfied these requirements, or (ii) terminate this Lease.

3.2 POSSESSION. Tenant has examined the Demised Premises prior to its execution of this Lease, and its taking possession thereof shall be conclusive evidence of Landlord's delivery of the Demised Premises in accordance with all terms of this Lease and Tenant's acceptance of the Demised Premises in good order and satisfactory condition and "as is." Tenant agrees and admits that no representation as to the condition or repair thereof has been made by Landlord or by any party on behalf of Landlord.

3.3 QUIET ENJOYMENT. Upon payment by Tenant of the Rent herein provided, and upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject nevertheless to the terms and conditions of this Lease.

ARTICLE IV - SIGNS

4.1 SIGNS. Tenant shall place no signs, advertisements, window or door lettering, placards, awnings, curtains, shades, or exterior lighting on any show window or any part of the exterior of the Demised Premises, or in the interior of the Demised Premises if visible from the exterior of the Demised Premises, without the prior written consent of Landlord; however, Tenant shall be permitted to display professionally-prepared window signs and banners in the interior of the Demised Premises and on the interior of the storefront. Tenant shall not paint any brick work, cornice work, mill work, or metal work on the exterior of the Demised Premises without the prior written consent of Landlord. Subject to applicable sign regulations of any governmental authority, Tenant shall install, no later than the date upon which Tenant opens for business in the Demised Premises, signage in accordance with the sign criteria attached hereto and incorporated herein as **Exhibit D**. Tenant shall not open for business in the Demised Premises until approved signage has been installed. In the event Landlord chooses to upgrade, rehabilitate, remodel, or renovate the facade of the Shopping Center, or the portion thereof in which the Demised Premises are located, Tenant agrees to cooperate in such renovation by promptly, within thirty (30) days after request, removing its existing signs and replacing them, at Tenant's sole cost and expense, with signs in accordance with any revised sign criteria established by Landlord; provided, however, that Tenant shall only be obligated to replace signage at Tenant's expense once in each sixty (60) month period of the term of the Lease. Tenant's signs shall in no way diminish the rights or ability of other tenants in the Shopping Center to maintain or erect signs identifying their businesses. Any sign permits which are required shall be obtained and paid for by Tenant.

Tenant shall be responsible for any damage to the building attributable to the installation, maintenance, and/or removal of signs, and Tenant shall be responsible for repairing, to Landlord's satisfaction, any such damage. Signs which remain in place on the Demised Premises ten (10) days after the end of the term or after Tenant abandons the Demised Premises shall automatically become the property of Landlord and may be removed by Landlord at Tenant's expense (including the cost of repairs to the interior and exterior of the Demised Premises).

ARTICLE V - USE OF DEMISED PREMISES

5.1 TENANT'S USE. The Demised Premises shall be used and occupied by Tenant solely for the Use as designated herein and for no other purpose. Tenant shall comply with all rules, regulations, and laws of any governmental authority, and shall not violate in any manner any of the exclusive use rights or use restrictions granted to any other tenants in the Shopping Center or other parties. Current use restrictions at the Shopping Center are listed on **Exhibit I**. Tenant acknowledges that a material inducement for Landlord's execution of this Lease is the operation by Tenant of the aforementioned business. At Landlord's election, Tenant's failure to comply with the foregoing obligation shall be deemed an Event of Default under this Lease.

Tenant agrees that it will not suffer or permit the Demised Premises to be used for any unlawful or immoral purpose and that it will not suffer or permit any article to be brought on or any act to be done on or in the Demised Premises which shall render the Demised Premises or the building of which they are a part uninsurable. Tenant, in the conduct of its business, will at its own expense, obtain all occupancy permits for the Demised Premises and will fully and completely comply with all applicable laws, ordinances, rules, and regulations of any and all governmental authorities having jurisdiction of the Shopping Center or the Demised Premises (including, without limitation, cleanliness, health, safety, occupational, and use laws and regulations), now existing or hereafter adopted, and the requirements of all insurance underwriters and mortgagees or lessors of the Shopping Center. Tenant agrees that in no event shall it use the Demised Premises for purposes which are prohibited by zoning or similar laws and regulations, or covenants, conditions, or restrictions of record. Tenant further agrees that Tenant will not permit the use or display of pinball, video, or similar game machines in the Demised Premises (unless specifically provided for above), nor sell or display any items which in Landlord's reasonable judgment adversely affect the image of the Shopping Center.

5.2 HOURS. Tenant shall conduct customary business activities throughout all Normal Business Hours. Landlord reserves the right to establish uniform business hours for all tenants at the Shopping Center, in Landlord's sole discretion. In such event, Tenant agrees to open for business during all such days and hours.

5.3 UTILITIES. Tenant agrees to pay for Tenant's requirements of electric current, gas, sewer, heat, water, and all other utilities and all taxes or charges on such utility services which are used in or attributable to the Demised Premises, including but not limited to all meter connection charges and impact fees. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Demised Premises; however, should an interruption or failure result due to Landlord's negligence, Landlord shall promptly cure such interruption or failure. Notwithstanding the above, Landlord reserves the right (i) to designate from time to time a garbage service to be utilized by Tenant, and (ii) to provide and sell water, sewer, and electricity to Tenant at rates filed with all governmental authorities having jurisdiction, if any. If Landlord supplies any utility used or consumed in the Demised Premises (including trash removal services), Landlord shall bill Tenant for such services, and Tenant agrees to pay Landlord for such services with the next installment of Fixed Minimum Rent.

5.4 CONTINUOUS OCCUPANCY. Should Tenant fail to remain open for business in the Demised Premises, Landlord shall have the right to terminate the Lease at any time thereafter and recapture the Demised Premises upon thirty (30) days notice to Tenant.

5.5 RADIUS CLAUSE. During the term of this Lease, Tenant (and if Tenant is a corporation or partnership, its officers, directors, stockholders, any affiliates, or partners) shall not directly or indirectly operate, manage, or have any interest in any similar or competing business within a radius of three (3) miles from the exterior boundary of the Shopping Center. Without limiting any of Landlord's remedies under this Lease, in the event Tenant operates, manages, or has any interest in a store or business violating the provisions of this Section, Landlord may, at Landlord's option, by notice to Tenant, require Tenant to include the gross sales of such other store or business in the Gross Sales of the Demised Premises for the purposes of calculating Overage Rent under this Lease.

ARTICLE VI - CONSTRUCTION AND MAINTENANCE

6.1 ACCEPTANCE OF DEMISED PREMISES. Tenant is leasing the Demised Premises in "as is" condition and accepts same. The parties hereto recognize that Tenant desires to alter the Demised Premises. Landlord shall only be responsible for work designated as Landlord's work in **Exhibit B**, if any; all other alterations are the sole responsibility of and at the sole cost and expense of Tenant, as outlined in **Exhibit B**. Tenant shall (1) secure all necessary permits for such alterations; (2) comply with all governmental laws and regulations for such alterations; and (3) make such alterations as are approved by Landlord at Tenant's expense and hold Landlord harmless from any and all obligations concerning said alterations. All such alterations shall be accomplished in a good and workmanlike manner using the highest quality materials, and shall be in compliance with all applicable requirements of law. As a

condition to Landlord's approval of any proposed alterations to be made by Tenant, Landlord may require that Tenant agree to remove any such alterations at the expiration of the term and to restore the Demised Premises to their prior condition and to provide evidence of the ability to pay for said improvements.

6.2 LANDLORD'S MAINTENANCE. Landlord will keep the roof and the exterior walls of the Demised Premises and the pipes and conduits leading to and from the Demised Premises (excluding the store front, interior nonstructural portions of the exterior walls, and any plate glass, windows, window frames, doors, and door frames) in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repair. Notwithstanding any other provision of this Lease, in no event shall Landlord be responsible for repairing any damage to, or performing any maintenance of, the Demised Premises when any such damage and/or maintenance is caused or necessitated by (1) any act or omission of Tenant or any of Tenant's employees, agents, customers, invitees, or licensees; (2) any fixtures, equipment, or other items installed in or placed in the Demised Premises by Tenant; or (3) any use of the Demised Premises not permitted under the terms of this Lease.

6.3 TENANT'S MAINTENANCE. Except for the repairs Landlord is obligated to make pursuant to Section 6.2 above, Tenant shall, at its own cost and expense, make all necessary repairs, improvements, and decorations and perform all maintenance on, in, and to the Demised Premises that are necessary or appropriate to keep the Demised Premises in good condition and repair and in a safe and tenantable condition. All such repairs and maintenance shall be accomplished in a good and workmanlike manner using new quality materials, and shall be in compliance with all applicable requirements of law. Said obligation shall include, but is not limited to, the maintenance, repair, and replacement of the store front (including but not limited to all glass, doors, and windows, and all portions thereof), Tenant's signs, all mechanical, plumbing, heating, air conditioning, ventilating, and electrical systems (including any air conditioning and heating equipment located on the roof of the Demised Premises), and all other fixtures, appliances, and facilities furnished by Landlord or installed by Tenant.

Tenant shall keep the show windows and interior of the Demised Premises in a clean, orderly, and attractive condition at all times. Tenant shall also keep the service areas and loading docks or bays adjoining the Demised Premises free from ice and snow and shall not permit the accumulation of garbage, rubbish, or other waste in or around the Demised Premises. Landlord shall have the right, but no obligation, to perform any covenant to be performed by Tenant hereunder if Tenant fails or neglects to do so within a reasonable time, not exceeding five (5) days, after Landlord has given Tenant written or telephonic notice specifying Tenant's failure to do so, and Landlord may charge to Tenant the reasonable cost and expense thereof, which cost and expense shall be treated as Additional Rent, due and payable upon five (5) days' demand. Tenant agrees that the plumbing facilities shall not be used by Tenant, Tenant's employees, agents, customers, invitees, or licensees for any purpose other than that for which they were intended, and no foreign substance of any kind shall be thrown or deposited therein, and the expense of curing and repairing any breakage, stoppage, or damage resulting from a violation of this provision shall be paid by Tenant, as Additional Rent, upon five (5) days' demand by Landlord.

6.4 CONDITION OF DEMISED PREMISES AT TERMINATION OR EXPIRATION. At the expiration or earlier termination of the term of this Lease, Tenant will quit and surrender the Demised Premises in good condition and repair, reasonable wear and tear thereof, and alterations, additions, erections, or improvements permitted pursuant to Sections 6.1 and 6.2 excepted. All alterations, additions, erections, or improvements (including, in all events, all heating, ventilating, and air conditioning equipment and systems) on or in said Demised Premises at the expiration or earlier termination of the term of this Lease, except furniture or trade fixtures installed at the expense of Tenant, shall be and become a part of the Demised Premises and shall remain upon and be surrendered with the Demised Premises. Notwithstanding the foregoing, if Landlord shall have notified Tenant to do so no later than thirty (30) days following the expiration date or earlier termination of the term of this Lease, Tenant shall, at Tenant's sole cost and expense, restore the Demised Premises to the condition they were in prior to the commencement of the term of this Lease, or prior to Tenant's performance of alterations. Should Tenant fail to cause such restoration, Landlord may perform such restoration at Tenant's sole cost and expense. Should Tenant fail to remove its furniture and trade fixtures from the Demised Premises prior to the expiration or earlier termination of this Lease, then they shall be considered abandoned and become the property of Landlord, or Landlord may have them removed and disposed of at Tenant's sole cost and expense. All damage done in the course of restoring the Demised Premises or removing any property as aforesaid shall be repaired at Tenant's sole cost and expense.

6.5 LIENS. Tenant will not permit or suffer any lien to attach to the Demised Premises or the Shopping Center, or the interest of Landlord, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate to any lien. Tenant covenants and agrees to save and hold harmless Landlord from and against any such lien or claim of lien. In the event that any lien is filed against the Demised Premises or the Shopping Center, or the interest of Landlord as a result of additions, alterations, repairs, installations, or improvements made by or claimed to have been made by Tenant or anyone holding any part of the Demised Premises through or under Tenant, or any other work, act, or failure to act of any of the foregoing, Tenant shall fully pay or discharge the same within ten (10)

days from the filing thereof. If Tenant fails to so discharge any such lien by payment, bond (with surety satisfactory to Landlord), or court order, Landlord, at its option, in addition to all other rights and remedies provided in this Lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, for the account of Tenant, and all expenses incurred by Landlord in so discharging said lien (including the cost of any bond and any costs paid to the bonding agency, plus any interest imputed during the time in which the bond is in force) shall be paid by Tenant to Landlord as Additional Rent upon demand.

6.6 HAZARDOUS MATERIALS. Tenant shall not use, generate, manufacture, produce, store, treat, dispose, or permit the escape on, under, about, or from the Demised Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste, or substance, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials"). Further, Tenant shall not use, generate, manufacture, produce, store, treat, dispose, or permit the escape on, under, about, or from the Demised Premises any material, substance, or chemical which is regulated by any federal, state, or local law, rule, ordinance, or regulation (collectively "Regulated Materials"). Notwithstanding the foregoing, in the event Tenant's use of the Demised Premises requires the use and/or storage of any Hazardous Materials and/or Regulated Materials on, under, or about the Demised Premises, Tenant shall provide written notice to Landlord, prior to final execution of this Lease, of the identity of such materials and Tenant's proposed plan for the use, storage, and disposal of such materials; such use, storage, and disposal shall be subject to Landlord's approval in Landlord's sole discretion. In the event Landlord approves the proposed use, storage, and disposal of specific Hazardous Materials and/or Regulated Materials in the Demised Premises, Tenant may use and store upon the Demised Premises such approved materials. Tenant shall comply with all laws, rules, regulations, statutes, and ordinances with respect to such use and storage, including, without limitation, the removal and disposal of such Hazardous Materials and/or Regulated Materials at the expiration or earlier termination of the term of this Lease. Notwithstanding anything to the contrary contained in this Lease, in the event any of the equipment serving the Demised Premises, such as, but not limited to, refrigerators, air conditioning systems, and supplemental HVAC systems utilizes refrigerants containing chlorofluorocarbons ("CFCs"), Landlord, in its sole discretion, shall have the option to require Tenant to remove such equipment at the expiration or earlier termination of the term of this Lease. In addition, Tenant shall be responsible for compliance with all laws, rules, regulations, statutes, and ordinances with respect to such equipment and/or the use of CFCs, which may include the removal and disposal of such equipment.

Tenant shall defend, indemnify, protect, and hold Landlord and each of Landlord's members, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including reasonable attorney fees) for death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (1) the presence in, on, under, or about the Demised Premises, or discharge in or from the Demised Premises, of any Hazardous Materials and/or Regulated Materials; or (2) Tenant's failure to comply with any federal, state, county, municipal, local, or other law, rule, ordinance, or regulation now or hereafter in effect relating to the industrial hygiene, environmental protection, use, analysis, generation, manufacture, purchase, transportation, storage, removal, or disposal of Hazardous Materials and/or Regulated Materials.

Tenant's obligations hereunder shall include, without limitation and whether foreseeable or unforeseeable, all reasonable costs of any required or necessary testing, repair, cleanup, removal, detoxification or decontamination, the preparation and implementation of any closure, remedial action, site assessment costs, or other required plans in connection therewith. In addition, upon receipt of written request from Landlord at any time during the term of the Lease, Tenant shall execute affidavits, representations, and any other similar documents regarding the presence of Hazardous Materials and/or Regulated Materials in, on, under, or about the Demised Premises. Further, Tenant's obligations under this Section 6.6 shall survive the expiration or earlier termination of this Lease. For purposes of this Section, any acts or omissions by employees, agents, assignees, contractors, or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful, or unlawful), will be strictly attributable to Tenant.

As of the Commencement Date, the Demised Premises is free of asbestos or any other Hazardous Materials.

ARTICLE VII - INSURANCE

7.1 FIRE INSURANCE. At all times during the Term, Tenant shall keep in force at its own expense, in companies acceptable to Landlord, Special Form (All Risk) insurance in an amount at least equal to the full replacement cost of Tenant's betterments, improvements, fixtures, and contents in or to the Demised Premises, and with a deductible not exceeding One Thousand and 00/100 Dollars (\$1,000.00).

7.2 PUBLIC LIABILITY INSURANCE. At all times during the Term, Tenant shall keep in force at its own expense, in companies acceptable to Landlord, and naming Tenant as insured and Landlord (and Landlord's agent, mortgagees, and lessors) as additional insured, public liability and property damage insurance under which the insurer agrees to indemnify and hold Landlord, and those in privity of estate with Landlord, harmless from and against all cost, expense, and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages in the broadest form of such coverage from time to time available in the jurisdiction in which the Demised Premises are located. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) per occurrence with respect to bodily injury and property damage, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Hundred Thousand Dollars (\$200,000.00) with respect to damage to property (fire legal liability). If Tenant has multiple locations, a "per location aggregate" endorsement is required. Tenant shall also carry contractual liability insurance in amounts acceptable to Landlord.

7.3 TENANT'S CONTRACTOR'S INSURANCE. Tenant shall require any contractor of Tenant performing work on the Demised Premises to carry and maintain, at no expense to Landlord:

A. comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, providing protection with limits for each occurrence of not less than Two Million Dollars (\$2,000,000.00); and

B. worker's compensation or similar insurance in form and amounts required by law.

7.4 TENANT-CAUSED INCREASE IN INSURANCE COSTS. Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form of fire and extended coverage insurance policy. Tenant agrees to pay, on ten (10) days' written demand, and as additional rent, any increase in premiums for fire and extended coverage, boiler, rent loss, and liability and property damage insurance with all its endorsements that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on the Demised Premises, the Shopping Center, or any part thereof resulting from the type of merchandise sold by Tenant or the activities carried on by Tenant in or at the Demised Premises, whether or not Landlord has consented to the same.

7.5 EVIDENCE OF COVERAGE. Tenant will furnish to Landlord, in accordance with Section 3.1 (and thereafter, no later than thirty (30) days prior to the expiration of any policy), copies of certificates of insurance (in a form as attached hereto as **Exhibit G**) evidencing coverages required by this Lease and such evidence of payment of the premiums therefor as Landlord may request. In the event Tenant fails to furnish Landlord with such evidence of coverage and payment of premiums, such failure shall be considered an Event of Default hereunder. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies, or change the parties named as insureds, without first giving thirty (30) days' prior written notice thereof to Landlord.

7.6 INDEMNIFICATION. To the fullest extent the terms of this Section 7.6 may be effective according to law, Tenant covenants and agrees that it will protect and save and keep Landlord forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by Tenant or those holding under Tenant, and that Tenant will at all times protect, indemnify, and save and keep harmless Landlord against and from all claims, loss, cost, damage, or expense arising out of or from any act, omission, or negligence of Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident or other occurrence on or about the Demised Premises causing injury to any person or property whomsoever or whatsoever, and will protect, indemnify, save and keep harmless Landlord against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease. Tenant agrees that the foregoing agreement to indemnify and hold Landlord harmless shall extend to reasonable attorney fees incurred by Landlord in the defense of any claim (whether or not such claim is reasonable), and/or defense of any such claim through counsel selected by Landlord.

ARTICLE VIII - DAMAGE

8.1 DAMAGE TO PERSONAL PROPERTY. All personal property, fixtures, goods, wares, and merchandise in the Demised Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to, or loss of, such personal property, fixtures, goods, wares, or merchandise arising from any acts of negligence of any other tenants or persons, nor from the bursting, overflowing, or leaking of the roof or downspouts or lack of water, sewer, electricity or other utilities to the Demised Premises, or of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever including snow, wind, or ice, nor shall Landlord be liable for any injury to the person of Tenant or other persons in or about said Demised Premises; Tenant

expressly agreeing to indemnify and save Landlord harmless in all such cases and for any damage to any property of Landlord or others caused by the negligence of Tenant, Tenant's agents, customers, invitees, or employees. Further, to the maximum extent this agreement may be effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through, or under Tenant for any loss or damage described in this Section 8.1.

8.2 DAMAGE TO REAL PROPERTY. Landlord will maintain fire and extended coverage insurance on the Shopping Center. If the Demised Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenantable in whole or in part, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the Fixed Minimum Rent and all Additional Rent shall not be abated or reduced. If by reason of such occurrence, the Demised Premises shall be rendered untenantable only in part, Landlord shall promptly, at its own expense, cause the damage to be repaired, and the Fixed Minimum Rent shall be reduced proportionately during the period of such untenantability as to the portion of the Demised Premises rendered untenantable, based on the proportion that the number of square feet of floor area of the Demised Premises rendered untenantable bears to the total number of square feet of floor area of the Demised Premises; in such case, there shall be no reduction in the Additional Rent due under this Lease. If the Demised Premises shall be rendered totally untenantable by reason of such occurrence and Tenant is unable to operate in the Demised Premises, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and the Fixed Minimum Rent shall abate wholly during the period of such untenantability. Notwithstanding the foregoing, if (a) the damage or destruction results from a cause not insured; or (b) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for the repair and restoration of the Demised Premises; or (c) this Lease is in the last twelve (12) months of the term; or (d) any tenant leasing and occupying greater than five thousand (5,000) square feet of space in the Shopping Center terminates its Lease as a result of damage or destruction (regardless of whether such damage or destruction affects the Demised Premises); or (e) more than 25% of the rentable area of the Shopping Center is damaged or destroyed (regardless of whether such damage or destruction affects the Demised Premises), Landlord may elect either to repair and restore the Demised Premises or to terminate this Lease by giving Tenant written notice within thirty (30) days after such destruction, and any unearned rent shall be apportioned and returned to Tenant. Should Landlord notify Tenant that Landlord will be unable to repair and restore the Demised Premises within one hundred eighty (180) days of the date of damage or destruction, Tenant may terminate this Lease upon written notice to Landlord within ten (10) days of the date of Landlord's notice to Tenant. Landlord may also terminate this Lease if Landlord's mortgagee or the applicable governmental authorities refuse to give their approval and consent to the repair and restoration. Any such termination as aforesaid shall not affect any rights theretofore accrued to Landlord hereunder because of prior defaults by Tenant. If Landlord does not elect to cancel this Lease as aforesaid, then the Lease shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair and restore the Demised Premises to the condition they were in prior to the date of such destruction. Landlord shall have no responsibility to repair or restore any portion of the Demised Premises required to be insured by Tenant under Article VII, and Tenant shall have thirty (30) days after delivery of access to Tenant by Landlord to complete its rebuilding or repairing in accordance with plans and specifications to be approved by Landlord before the commencing of construction. During the course of repairing the Demised Premises or the Shopping Center after any such damage, Landlord shall be entitled to use of the common areas for storage of materials and staging of any appropriate work, including such temporary denial of pedestrian or vehicular access as is necessary or appropriate.

ARTICLE IX - CONDEMNATION

9.1 CONDEMNATION. In the event that any portion of the Demised Premises shall be taken or condemned for public use, the Landlord shall, to the extent of the condemnation award available to Landlord, rebuild and restore the remaining portion thereof so as to make an architecturally complete unit, and the Fixed Minimum Rent provided for under the provisions of this Lease shall be reduced in the proportion which the actual floor area of the Demised Premises taken bears to the entire floor area of the Demised Premises, but there shall be no abatement or reduction in the Additional Rent due hereunder. However, in the event that twenty-five percent (25%) or more of the total floor area of the Demised Premises shall be so taken, either Tenant or Landlord may cancel and terminate this Lease by serving upon the other party a written notice of its intention to do so within thirty (30) days after the condemnation judgment shall be entered, in which event Landlord shall not be required to restore or rebuild the Demised Premises. Moreover, in the event that twenty-five percent (25%) or more of the ground area of the Shopping Center shall be so taken (regardless of whether such taking affects the Demised Premises), Landlord shall have the right to cancel and terminate this Lease by serving upon Tenant a written notice of its intention to do so after the condemnation judgment shall be entered. Tenant shall have no right or claim for any portion of Landlord's condemnation award, and shall have no right or claim based on the condemnation of the store unit or the improvements thereto or of Tenant's leasehold interest therein. Landlord's obligation to restore the Demised Premises shall be limited, in any event, to the basic building, store front (other than Tenant decoration or modification thereof), and interior

structural work existing as of the Commencement Date of the Lease, and in no event shall include restoration of any alterations, additions, or betterments made by Tenant in or about the Demised Premises.

ARTICLE X - ASSIGNMENT AND SUBLETTING; TRANSFER

10.1 TENANT ASSIGNMENT. Tenant shall not assign, transfer, or encumber this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, and shall not sublet or allow any other tenant to come in with or under Tenant without like written consent. Landlord's consent shall not be required for an assignment or subletting resulting from the sale of all or substantially all of Tenant's assets, the sale of a controlling interest in the securities of Tenant, the sale of the applicable operating division of Tenant or merger or other corporate reorganization or transfer to an affiliated company provided such assignment or subletting is for the continued use of the Demised Premises as provided herein and Landlord receives written notice of such assignment or subletting. Consent of Landlord to one assignment or subletting of the Demised Premises shall not constitute a waiver of Landlord's rights hereunder. Any assignment or subletting, notwithstanding Landlord's consent, shall not in any manner release Tenant herein from its continued liability for the performance of the provisions of this Lease and any amendments or modifications. If Landlord grants its written consent to any proposed assignment or sublease, Tenant agrees to pay Landlord an administrative fee in the amount of One Thousand Dollars (\$1,000.00), together with Landlord's attorney fees to process and approve the assignment or sublease as well as to prepare or review the form of such assignment or sublease. The acceptance of any rental payments by Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by Landlord. Tenant shall have no right to any Rent paid by any subtenant or assignee. If Landlord approves of any assignment or subletting as herein provided, all Rent shall be paid directly to Landlord.

10.2 BANKRUPTCY, ETC. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee, except as may specifically be provided pursuant to the Bankruptcy Code (11 U.S.C. § 101 et seq.), or to any receiver or assignee for the benefit of creditors, or otherwise by operation of law except as may specifically be provided pursuant to the Bankruptcy Code.

In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant's guarantor (if applicable) or Tenant's heirs, executors, administrators, successors, or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state law, or an order for the relief of such entity is entered pursuant to the Bankruptcy Code, or if a receiver or trustee of the property of Tenant or Tenant's guarantor (if applicable) shall be appointed by reason of the insolvency or inability of Tenant or Tenant's guarantor (if applicable) to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's guarantor (if applicable) for the benefit of creditors, then, and in any such events, Landlord shall have the right, following thirty (30) days' notice to Tenant, to terminate this Lease with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the Demised Premises but shall remain liable as herein provided.

Tenant and Tenant's guarantor (if applicable) shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or Tenant's guarantor (if applicable), and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under any insolvency law, or the appointment of a trustee or receiver of Tenant or Tenant's guarantor (if applicable), or of the assets of either of them, shall be conclusive evidence that Tenant caused, or gave cause, therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section shall be deemed a material breach of Tenant's obligations hereunder, and Landlord shall have the right to terminate this Lease. Landlord does, in addition, reserve any and all other remedies provided in this Lease or in the law.

ARTICLE XI - DEFAULT AND RE-ENTRY

11.1 "EVENT OF DEFAULT" DEFINED. Any one or more of the following events shall constitute an "Event of Default":

A. The sale of Tenant's interest in the Demised Premises under attachment, execution, or similar legal process; or, if Tenant is adjudicated bankrupt or insolvent, and such adjudication is not vacated within thirty (30) days;

B. The appointment of a receiver or trustee for the business or property of Tenant or Tenant's guarantor (if applicable), unless such appointment shall be vacated within thirty (30) days after its entry;

C. The making by Tenant or Tenant's guarantor (if applicable) of an assignment for the benefit of its creditors, unless within seven (7) days after such event, all right, title, and interest of Tenant in this Lease shall again rest in Tenant free and clear of such lien, claims, and/or encumbrances, or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law unless within seven (7) days after such event, all right, title, and interest of Tenant in this Lease shall again rest in Tenant free and clear of such lien, claims, and/or encumbrances;

D. The failure of Tenant to pay any Rent or other sum of money when due hereunder;

E. Failure by Tenant in the performance or observance of any covenant or agreement in this Lease (other than a failure involving the payment of Rent or other sum of money), which failure is not cured within ten (10) days after the giving of notice thereof by Landlord, unless such failure is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the failure within such ten (10) day period, and shall thereafter diligently prosecute the curing of same;

F. The vacating or abandonment of the Demised Premises at any time during the term of this Lease. The meaning of the words "vacating or abandonment" shall include, without limitation, the ceasing by Tenant, in whole or in part, to use the Demised Premises or any part thereof for conducting and operating the business of Tenant therein as permitted and provided in this Lease;

G. The occurrence of any other event described as constituting a default elsewhere in this Lease; and

H. The use by Tenant of the Demised Premises for any illegal purpose or for any purpose other than the use permitted hereunder.

11.2 REMEDIES.

A. Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (Tenant hereby expressly waiving any notices or demand required by law), may do any one or more of the following without having forfeited the Lease:

1) Landlord may perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the cost of which performance by Landlord together with interest thereon from the date of such expenditure shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand;

2) Landlord may elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and re-enter the Demised Premises, without the necessity of legal proceedings, and remove Tenant and all other persons and property from the Demised Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby;

3) Landlord may declare the entire amount of the Rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of said term. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease;

4) Landlord may re-enter the Demised Premises by summary proceedings, or otherwise, and may remove Tenant and all other persons and property from the Demised Premises, and Tenant shall have no further claim or right hereunder, but Tenant shall remain liable for all obligations arising during the balance of the term as if this Lease had remained in full force and effect. Tenant waives notice of re-entry or institution of legal proceedings to that end and any right of redemption, re-entry, or repossession. No re-entry or commencement of any action for re-entry shall be construed as an election to terminate this Lease or shall absolve or release Tenant from any of its obligations for the remainder of the term. In the event of re-entry, Landlord may remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse or elsewhere at the expense and risk of Tenant, without notice or resort to legal process and without Landlord being deemed guilty of trespass or conversion or becoming liable for any loss or damage which may be occasioned thereby;

5) Landlord may exercise any other legal or equitable right or remedy it may have which shall specifically include but not be limited to a lien on any of the Tenant's property in the Demised Premises until any and all rent due to Landlord is paid in full.

The foregoing remedies available to Landlord upon the occurrence and continuance of an Event of Default are not to be deemed as alternative remedies, and Landlord shall be entitled to exercise any or all of said remedies as Landlord may determine. Notwithstanding the provisions of Section 11.1 above and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in Section 11.2(A)(1) without any notice to Tenant if Landlord, in its good faith reasonable judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency. Any costs and expenses incurred by Landlord, including, without limitation, reasonable attorney fees, in enforcing any of its rights and remedies under this Lease shall be deemed to be Additional Rent and shall be repaid to Landlord by Tenant upon demand.

B. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease, or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Demised Premises, and relet said Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney fees and the costs of any alterations and repairs; and the residue, if any, shall be applied in payment of Rent and other charges due and unpaid hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and the sums shall be more, Tenant shall have no right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such be given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous breach.

11.3 DAMAGES. If this Lease or Tenant's possessory interest pursuant hereto is terminated by Landlord pursuant to Section 11.2, Tenant nevertheless shall remain liable for all Rent which may be due or damages which may be sustained prior to such termination, and all reasonable costs, fees, and expenses, including attorney fees, incurred by Landlord in pursuit of its remedies hereunder, and/or in connection with any bankruptcy proceedings of Tenant or Tenant's guarantor (if applicable), and/or in connection with renting the Demised Premises to others from time to time (all such Rent, damages, costs, fees, and expenses being referred to herein as "Termination Damages"), plus additional damages which shall be an amount equal to the present value of Rent which, but for the termination of this Lease, would have become due during the remainder of the term less the fair rental value of the Demised Premises ("Liquidated Damages"). Such Termination Damages and Liquidated Damages shall be payable to Landlord in one lump sum on demand, bearing interest at the default rate until paid. Overage Rent payable with respect to each Calendar Year following termination (including the Calendar Year in which such termination shall take place) shall be conclusively presumed to be equal to the average Overage Rent payable with respect to each Calendar Year or portion thereof preceding termination.

If this Lease is terminated pursuant to Section 11.2, Landlord may relet the Demised Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the term of this Lease), and on such terms and conditions (which may include concessions or free rent and alterations of the Demised Premises), as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Demised Premises or any failure by Landlord to collect any rent due upon such reletting.

Nothing contained in this Lease shall be construed to limit or prejudice the right of Landlord to prove for and obtain as damages, by reason of the termination of this Lease or re-entry of the Demised Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount shall be greater than any of the sums referred to in this Article XI.

11.4 DEFAULT BY LANDLORD.

A. Landlord shall be charged with default in the performance of any of its obligations hereunder if Landlord shall have failed to perform such obligations within thirty (30) days (or within such

additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations.

B. Tenant acknowledges and agrees that Landlord's liability under this Lease shall be limited to Landlord's interest in the Shopping Center, and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of Landlord's interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center, and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions of this Section shall inure to the benefit of Landlord's successors and assigns, including any mortgagee.

11.5 WAIVER OF CERTAIN RIGHTS. Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding, or counterclaim (except those involving personal injury or property damage) arising out of this Lease or Tenant's occupancy of, or right to occupy, the Demised Premises. Tenant further agrees that, in the event Landlord commences any summary proceeding for non-payment of Rent or possession of the Demised Premises, Tenant will not interpose and hereby waives all right to interpose any counterclaim of whatever nature in any such proceeding. Tenant further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to the summary proceeding.

ARTICLE XII - INSPECTION

12.1 LANDLORD'S INSPECTION RIGHTS. Landlord shall have the right at all reasonable times to enter upon the Demised Premises for the purpose of inspecting same, or making necessary or emergency repairs. Landlord shall have the further right upon prior notice to Tenant during the term of this Lease to bring potential purchasers or mortgagees and, during the last three (3) months of the lease term, to bring prospective tenants into the Demised Premises for the purpose of showing same, and during such period, Landlord may display "For Rent" signs in the windows of the Demised Premises. Landlord shall have the further right to enter upon the Demised Premises, and to an easement upon the Demised Premises, for the purposes of installing, maintaining, and repairing pipes or other utility or similar service to or for other premises located in the Shopping Center, provided the same does not unreasonably disturb or limit the rights of Tenant to the use and enjoyment of the Demised Premises.

ARTICLE XIII - SUBORDINATION AND ESTOPPEL

13.1 SUBORDINATION. The rights of Tenant under this Lease shall be subordinate to the lien and terms and conditions of the deed of trust or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the Demised Premises are a part or against any buildings hereafter placed upon the real estate of which the Demised Premises are a part. In addition, if the interest of Landlord in the Demised Premises shall be transferred to and owned by the holder of any deed of trust or mortgage ("Lender") by reason of foreclosure or any other manner, Tenant shall be bound to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Lender was the original landlord under the Lease. Tenant does hereby attorn to (a) the Lender as its landlord when the Lender is in possession of the Demised Premises, (b) a receiver appointed in any action or proceeding to foreclose the deed of trust or mortgage, (c) any party acquiring title to the Demised Premises, and (d) any successor to Landlord; said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon such successor succeeding to the interest of Landlord in the Demised Premises. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth herein. The provisions of this Section 13.1 shall be self-operative, and no further instrument shall be required to give effect to said provisions. Tenant, however, upon the request of any such Lender or Landlord, shall execute, within five (5) days after such request, instruments in confirmation of the foregoing provisions of this Section 13.1, in the form requested by any such Lender or Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy. In the event Tenant fails to execute any such instrument within five (5) days after such request, Tenant consents to Landlord's assumption that the Lease is in full force and effect and Landlord is not in default of any of the terms and conditions herein.

If Lender shall succeed to the interest of Landlord under this Lease, Lender shall not be (a) liable for any act or omission of any prior landlord (including Landlord), (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (c) bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord (including Landlord), (d) bound by any amendment or modification of the Lease made without Lender's consent, or

(e) bound to Tenant beyond the date on which it shall transfer title to the Demised Premises to a third party.

13.2 ESTOPPEL. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then-current status of performance hereunder, either party, on the written request of one to the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease.

Without limiting the generality of the foregoing, Tenant specifically agrees, at any time within five (5) days after request is made, to execute, acknowledge, and deliver to Landlord and/or Landlord's designee a certificate evidencing whether or not:

- A. This Lease is in full force and effect;
- B. This Lease has been amended in any way;
- C. There are any existing defaults by Landlord hereunder and specifying the nature of such defaults, if any;
- D. Landlord has performed all improvements or other work, if any, required under this Lease;
- E. The date to which Rent, including Additional Rent, has been paid;
- F. There is any security deposit held by Landlord and the amount thereof, if any; and
- G. The address to which notices are to be given to Tenant.

Landlord and Tenant acknowledge that estoppel certificates which may be requested by either party hereafter may contain more or less information than set forth above.

13.3 RECORDING. Landlord and Tenant agree that this Lease shall not be recorded but that, upon request by Landlord, a short form lease of even date herewith shall be executed and recorded at Tenant's expense in accordance with the laws governing and regulating recording of such documents in the state in which the Shopping Center is located.

ARTICLE XIV - GENERAL PROVISIONS

14.1 RELATIONSHIP OF PARTIES. Anything in this Lease to the contrary notwithstanding, it is agreed that Landlord shall in no event be deemed to be a partner of, or engaged in a joint venture with, or be an associate of Tenant for any purpose whatsoever; nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of Tenant. The relationship of the parties during the term of this Lease shall at all times be only that of landlord and tenant.

14.2 RULES AND REGULATIONS. Tenant agrees to comply with and observe the rules and regulations attached to this Lease as **Exhibit E** and all reasonable amendments or supplements thereto which Landlord may from time to time adopt. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if such rules and regulations were contained herein as covenants.

14.3 TRANSFER OF LANDLORD'S INTEREST. In the event of any sale or transfer of Landlord's interest in the Demised Premises, whether that interest be a fee interest or a leasehold interest, then from and after the closing of such sale or lease transfer, Landlord is hereby completely released and forever discharged from and of all covenants, obligations, and liabilities hereunder.

14.4 BROKERS. Each of the parties represents and warrants that it has engaged no broker and that no claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation, the cost of attorney fees in connection therewith).

14.5 HOLDING OVER. In the event that Tenant shall hold over after the expiration of this Lease for any reason, the tenancy created by such holding over shall be month-to-month, but in all other respects shall be governed by the terms of this Lease; provided, however, if such holding over is without the express prior written consent and approval of Landlord, the Fixed Minimum Rent shall be one hundred fifty percent (150%) the Fixed Minimum Rent during the last full twelve (12) month period of this Lease; and provided, further, in all cases, thirty (30) days' written notice shall be required to terminate the

tenancy created by such hold-over. Nothing in this Section shall be deemed, interpreted, or construed as Landlord's consent to any such holding over.

14.6 RIGHTS OF OTHER TENANTS. Tenant shall not use the Demised Premises in violation of the provisions of existing leases at the Shopping Center. Landlord shall have the right to injunctive relief to enforce the provisions of this Section 14.6.

14.7 RELOCATION OF DEMISED PREMISES. Landlord may, upon ninety (90) days' prior written notice to Tenant, relocate Tenant to another location within the area between Giant Eagle and K-Mart marked as "Relocation Area" on Exhibit A of approximately the same leasable area as the original Demised Premises; and constructed substantially in accordance with Tenant's original plans and specifications and containing the leasehold improvements constructed by Tenant with Landlord's consent at Landlord's expense. The cost of moving Tenant's merchandise to the new location shall be borne by Landlord. In the event of such relocation, all references in this Lease to the "Demised Premises" shall thereafter refer to the space to which Tenant is relocated.

14.8 CHANGES TO SHOPPING CENTER. Landlord reserves the right, at any time and from time to time, to (a) make or permit changes to the Shopping Center, including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, or other common areas; (b) construct improvements in the Shopping Center and make alterations thereof or additions thereto, and to build additional stories on or in any such building(s) and build adjoining same; (c) enlarge the Shopping Center by constructing other buildings in the Shopping Center with or without any new common areas, and/or by including within the Shopping Center other properties now or hereafter owned by Landlord adjacent to the Shopping Center; and (d) convey portions of the Shopping Center to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided that the number of parking spaces in the Shopping Center shall at all times comply with all applicable governmental requirements. Any new buildings, properties, and/or common areas shall be treated as though they were originally a part of the Shopping Center, and all CAM, Real Estate Taxes, Insurance, utility costs, and all other prorata payments herein required of Tenant shall be applicable to such enlarged area and all improvements now or hereafter constructed thereon; provided that, in each event, Tenant's Proportionate Share shall be adjusted to reflect any changes in the total square footage of the leasable floor area within the Shopping Center. Should access to the Demised Premises be completely restricted as a result of the above-referenced changes such that Tenant is unable to operate in the Demised Premises, Fixed Minimum Rent shall abate for the period of time during which Tenant is unable to operate in the Demised Premises. Landlord shall not erect any temporary or permanent fixture that materially affects visibility of the Demised Premises within twenty-five (25) feet of the Demised Premises.

In the event of any expansion, renovation, or remerchandising of the Shopping Center, Landlord may elect, by giving notice of such election to Tenant, to require Tenant to surrender possession of all or a portion of the Demised Premises for such period of time (including the remainder of the Term) as Landlord, in its sole discretion, shall deem to be required for such purposes. Landlord's notice of the exercise of such election shall designate (i) the portion of the Demised Premises required for such purposes; (ii) the period of time during which such surrender shall be required; and (iii) the date by which possession of the Demised Premises shall be surrendered by Tenant, which date shall not be earlier than ninety (90) days after the date on which such notice is given. If Tenant shall be required to surrender possession of all or a portion of the Demised Premises for a period of time which is less than the remainder of the Term, Rent shall abate as to such portion of the Demised Premises required to be surrendered, such abatement to be effective beginning as of the date Tenant is required to surrender such possession and continuing until the date on which Landlord redelivers possession to Tenant. If Tenant shall be required to surrender possession of a portion of the Demised Premises for the entire remainder of the Term, this Lease shall terminate as to such portion as of the date on which Tenant is required to surrender possession thereof to Landlord, and Rent shall be proportionately reduced. If Tenant shall be required to surrender possession of the entire Demised Premises for the entire remainder of the Term, Landlord shall have the right, at Landlord's sole option, to cause Tenant to relocate its business, within ninety (90) days after notice to do so, to another location within the Shopping Center. If Landlord determines, in its sole discretion, that no other location within the Shopping Center is available for Tenant's use, this Lease shall terminate as of the date on which Tenant is required to surrender possession of the Demised Premises.

14.9 NOTICE. All notices given or required to be given hereunder 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.

14.10 ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES. It is understood and agreed that this Lease and the exhibits, addenda, and riders attached hereto contain the entire agreement

between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by, the parties hereto, their heirs, executors, administrators, successors, and assigns and are not intended to confer upon any person other than the parties here to any rights or remedies, hereunder.

14.11 LANGUAGE. Feminine, neutral, and masculine pronouns, the plural and the singular, and words "Lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange. The headings, titles, and captions contained herein are for convenience and reference only, and shall not be deemed to explain, modify, amplify, expand, limit, or define the terms and provisions of this Lease. The words "term of this Lease" or "lease term," or words of like import, shall refer to the original term of this Lease set forth in Section 1.2, and any validly exercised extensions, if any, under the provisions of this Lease.

14.12 GOVERNING LAW. This Lease shall be governed and construed under the laws of the state in which the Shopping Center is located.

14.13 CONDUCT PRIOR TO EXECUTION. Neither the negotiation of the terms of this Lease nor its submission thereof for examination or signature by Tenant shall constitute a reservation of the Demised Premises or other space, or an option for lease, or an offer or agreement to enter into a lease, and this Lease shall not be effective as a lease or otherwise until executed and delivered by both Landlord and Tenant. Should this Lease not be executed within thirty (30) days of its submission to Tenant, then Tenant agrees to return the unexecuted Leases to Landlord, and the parties shall have no further obligations to one another.

14.14 CONFIDENTIALITY. Tenant agrees that this Lease is confidential and Tenant shall not, without Landlord's prior written consent, disclose the contents of this Lease to any third party, except Tenant's brokers, attorneys, architects, engineers and other consultants engaged in connection with this Lease transaction.

14.15 AMENDMENT. Oral agreements in conflict with any of the terms of this Lease shall be without force and effect, all amendments to be in writing executed by the parties or their respective successors in interest.

14.16 COUNTERPARTS. This Lease may be executed in one or more counterparts (including by facsimile transmission), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by all of the parties hereto and delivered to the other parties.

14.17 WAIVER. No waiver of any provision of this Lease shall be deemed or shall constitute a waiver of any other provision hereof, or shall constitute a continuing waiver unless expressly provided in writing by the Landlord.

14.18 TIME PERIODS. Time shall be of the essence as to all matters contained in this Lease.

14.19 EXHIBITS. The exhibits described on Page 2 of this Lease are attached hereto and specifically incorporated herein by reference.

14.20 ATTORNEYS FEES. In the event of any breach of this Lease, and/or any litigation between Landlord and Tenant arising out of this Lease, the non-prevailing party shall pay to the prevailing party all reasonable costs and expenses up to Three Thousand Dollars (\$3,000.00) per occurrence, including but not limited to attorney fees, paralegal fees, filing fees and court costs, incurred by the prevailing party in connection with the litigation ("Legal Costs"). The Legal Costs shall be payable on demand, and, if the prevailing party is Landlord, the Legal Costs shall be deemed Additional Rent, subject to all of Landlord's rights and remedies provided herein.

14.21 OFAC CERTIFICATION. Tenant certifies to Landlord that Tenant is not a terrorist or working on behalf of a terrorist, terrorist entity, or anyone else on the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) list of "Specially Designated Nationals and Blocked Persons".

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WITNESS

Denise D. Dyer
Denise D. Dyer

COUNTY OF HAMILTON

STATE OF OHIO

)
)SS:
)

LANDLORD:

Edgewood Station LLC
a Delaware limited liability company

By:

R. Mark Addy
R. Mark Addy

Its: Vice President and Secretary

BE IT REMEMBERED that on this 21st day of August, 2006, before me, a Notary Public in and for the said county and state, personally appeared R. Mark Addy, the Vice President and Secretary of Edgewood 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, State of Ohio
My Commission Expires
October 18, 2010

Denise D. Dyer
Notary Public

WITNESS

Leann Mitchell
Angela Arca

TENANT:

Large Apparel of Pennsylvania, Inc., a
Pennsylvania corporation

By: Michael A. Abate
Name: MICHAEL A. ABATE
Its: VICE PRESIDENT/TREASURER

COUNTY OF Hudson)
STATE OF New Jersey)SS:

BE IT REMEMBERED that on this 17th day of August, 2006, before me, a Notary Public in and for the said county and state, personally appeared MICHAEL A. ABATE, the VICE PRESIDENT of Large Apparel of Pennsylvania, Inc., a Pennsylvania 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.

Susan D. Stead
Notary Public

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

LESS/NO
<input type="checkbox"/> 1. USED 1 OCCUPED
<input type="checkbox"/> 2. OTHER BY OTHERS
<input type="checkbox"/> 3. USED BUT NOT OCCUPIED
<input type="checkbox"/> 4. AVAILABLE

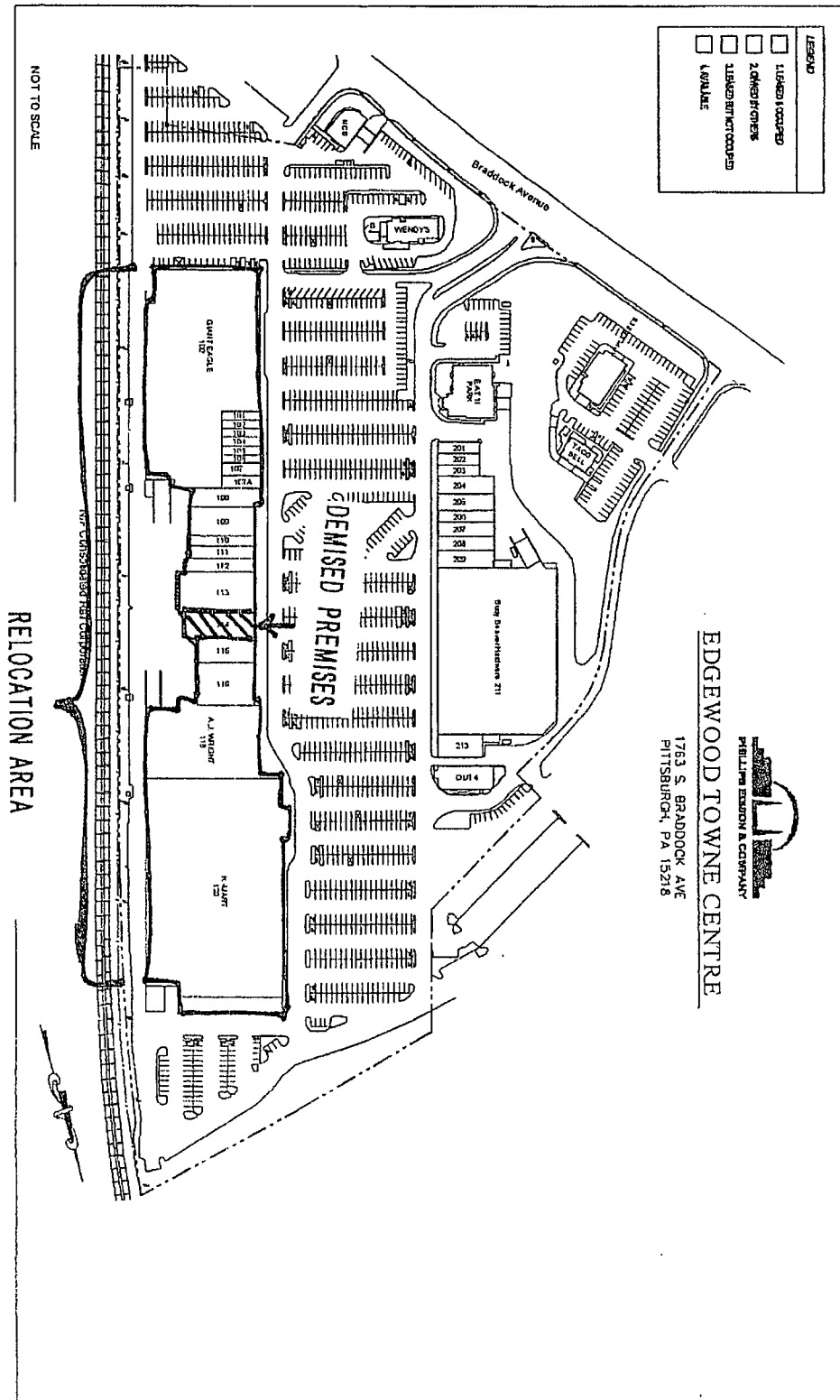


EXHIBIT B
LANDLORD AND TENANT IMPROVEMENT SCHEDULE

PART I - GENERAL

This outline has been prepared to define responsibilities and to aid Tenant, Tenant's architect (or store designer), and Tenant's contractor in preparing and executing Tenant's improvement plan. TENANT IS RESPONSIBLE FOR CONFIRMING ALL MEASUREMENTS AND AS-BUILT CONDITIONS WITH LANDLORD'S CONSTRUCTION DEPARTMENT AND BY VISUAL INSPECTION OF THE DEMISED PREMISES PRIOR TO PREPARATION OF DRAWINGS AND START OF CONSTRUCTION. Prior to starting construction, Tenant shall provide complete construction drawings and/or written specifications for the construction of the Demised Premises, in order to receive Landlord's written approval. Tenant's construction plans and Tenant's contractor must be approved by Landlord prior to the start of construction. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR ELSEWHERE IN THE LEASE, LANDLORD MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE DEMISED PREMISES.

PART II - LANDLORD'S WORK

The Demised Premises are being leased to Tenant in their existing condition, "as is," as of the date of the Lease, and without any alterations, additions, decorations, or improvements to be provided by Landlord. Without limiting the generality of the foregoing, Tenant expressly acknowledges that Landlord does not make any warranties or representations regarding the condition of any mechanical systems, electrical systems (including electrical panels, distribution, and end components), or plumbing lines or fixtures in the Demised Premises.

HVAC in Good Working Order

Notwithstanding anything to the contrary contained herein, Landlord will turn over the Demised Premises to Tenant with the heating, ventilation, and air conditioning ("HVAC") system, consisting of HVAC unit(s), economizers, and controls, excluding any duct work, diffusers or grills, in good working order.

Tenant Improvement Allowance

Landlord shall pay to Tenant a cash allowance ("Tenant Improvement Allowance") not to exceed One Hundred Forty Thousand Six Hundred Twenty-Five and 0/100 Dollars (\$140,625.00) as Landlord's contribution toward the cost of permanent improvements to the Demised Premises.

The Tenant Improvement Allowance shall be due and payable within thirty (30) days after the fulfillment of the last of the following requirements:

1. Tenant opens for business in the Demised Premises;
2. Landlord receives copies of receipts as evidence of the cost of reimbursable tenant improvements completed to Landlord's reasonable satisfaction and proof of payment;
3. Landlord receives lien waivers and lien releases from all contractors, subcontractors, material suppliers and laborers who provided labor, materials or services to the Demised Premises;
4. Tenant has obtained a final certificate of occupancy for the Demised Premises;
5. Tenant provides an estoppel certificate (attached hereto as Exhibit C - Estoppel) that the Lease is in full force and effect;
6. Tenant is in compliance with all obligations under the Lease; and
7. Landlord receives Tenant's invoice for payment of the Tenant Improvement Allowance.

The completed requirements shall be forwarded to:

Phillips Edison & Company
11690 Grooms Road
Cincinnati, Ohio 45242
Attn: Lease Administration
Fax: 513-956-5660

PART III – WORK PERFORMED BY TENANT:

A. CONSTRUCTION REQUIREMENTS

1. Tenant Contractor Check-In

The following procedures must be followed by Tenant's contractor prior to the commencement of work in the Demised Premises:

- a. Tenant's contractor is required to give Landlord five (5) working days' notice and must meet with the Landlord's Regional Property Manager for a pre-construction meeting prior to the start of construction.
- b. It is Tenant's contractor's responsibility to notify Landlord in writing of any discrepancies noted in the Demised Premises prior to the start of Tenant construction.
- c. Have one (1) set of Landlord-approved working drawings and/or written specifications which should remain on the job at all times during construction.
- d. Provide evidence of demolition and all applicable building permits from the governing authority.
- e. Provide Landlord with certificates of insurance as specified in the Lease.
- f. Any charges or fees assessed by the city or by others for services to Tenant, such as monthly trash fees, will be charged to Tenant.

2. Trash Removal

During construction, fixturing, and merchandising stocking of the Demised Premises, Tenant shall provide trash removal service at areas designated by Landlord. It shall be the responsibility of Tenant and Tenant's contractors to remove all trash and debris from the Demised Premises and to place such in containers supplied for that purpose. In the event Tenant's trash is allowed to accumulate for a 24-hour period or longer within the Demised Premises or in the exterior or service corridors adjacent to the Demised Premises, Landlord shall remove Tenant's or Tenant's contractor's trash at a charge of 1.5 times Landlord's cost.

3. Roof Penetrations

In order to maintain the integrity of the roof warranty, all roof penetrations must be weather-sealed by Landlord's roofing contractor. Tenant or Tenant's contractor will be required to contract, schedule, and pay for this work. Landlord's Regional Property Manager will provide the name, address, and telephone number of Landlord's roofing contractor.

B. SUBMISSION REQUIREMENTS

Tenant Submittals

The plan approval process consists of two submittals:

1. Design Drawings
2. Sign Drawings

All drawings shall be forwarded to:

Phillips Edison & Company
11690 Grooms Road
Cincinnati, Ohio 45242
Attn: Director of Construction
(513) 554-1110
(513) 554-1009 (Fax)

Tenant shall provide two (2) sets of drawings for review.

All drawings and/or written specifications must identify the shopping center name, Tenant's store name, and the space number for the Demised Premises.

Design Drawing Submittal

Submissions Shall Include:

A. Architectural Plans (mandatory submission)

1. Floor plan (1/4" scale), indicating:
 - (a) Locations of partitions and doors.
 - (b) Locations of store fixtures.
 - (c) Location of lease line.
 - (d) Overall dimensions of space.
 - (e) Column locations.
2. Reflected ceiling plan (1/4" scale), indicating:
 - (a) Ceiling grid and type of ceiling system.
 - (b) Light fixtures with lighting fixtures schedule.
 - (c) Supply and return grills.
 - (d) Any other attachments or penetrations through the ceiling.
3. Sprinkler Drawings (only if space is sprinklered)

Tenant's sprinkler contractor must submit sprinkler system drawings to Landlord's insurance company and the local fire marshal as required.

B. Plumbing Plans (if applicable)

1. Plumbing plan (1/4" scale), indicating:
 - (a) Location of water supply lines and vents.
 - (b) Location of drains.
 - (c) Location of water closets, sinks, etc.

C. Mechanical (HVAC) Plans (if applicable)

1. HVAC plan (1/4" scale), indicating:
 - (a) Required duct work and registers.
 - (b) Air conditioning unit.
 - (c) Heating unit (or extension of existing unit), if required.
 - (d) Thermostat.
 - (e) Toilet exhaust duct work.
 - (f) Smoke exhaust duct work.
 - (g) Special exhaust systems.
2. Provide air balance summary indicating all exhaust, make-up, transfer, and supply air quantities.

D. Electrical Plans (if applicable)

Electrical plans must be completely circuited and prepared by a registered engineer.

1. Electrical plans (1/4" scale), indicating:
 - (i) Riser diagram, electrical details, fixture and panel schedules.
 - (ii) Size of conduit, wire, and disconnect switch.
 - (iii) Complete distribution system.
 - (iv) Location of power and phone outlets; also indicate the total power required in watts.
 - (v) Connected load summary.
2. Manufacturer's cut sheets for all types of electrical fixtures used in sales area.

Sign Drawing Submittal

A separate submission for approval is required for Tenant's sign plans.

All designs must be submitted to Landlord's Construction Department and Regional Property Manager for approval prior to fabrication. Two (2) sets of sign fabricators' shop drawings should be submitted for review.

Submissions shall include the following:

1. Storefront drawing with signage drawn to scale.
2. Section of sign indicating sign construction and means of attachment to storefront. Section shall indicate sign depth dimension and lease line plane.
3. Specify colors and materials to be used.

Review and Approval

Landlord will require ten (10) to fifteen (15) working days to review Tenant submissions. Upon approval of Tenant's plans, Landlord shall forward to Tenant one (1) set of drawings with Landlord's stamp of approval.

No deviation from the approved drawings will be permitted. Any desired deviation or change shall be resubmitted for Landlord's review.

Code and Permit Requirements

Tenant will have sole responsibility for compliance with the applicable codes, ordinances, and the building classification for Tenant's specific occupancy type. The plan review and approval conducted by Landlord is limited to adherence to Landlord's criteria, and is not for code compliance.

For a complete understanding of the code requirements, Tenant should contact the local building officials.

EXHIBIT C
ESTOPPEL

_____, 20____

Edgewood Station LLC
11690 Grooms Road
Cincinnati, Ohio 45242
Attention: Lease Administration Department

Re: Lease dated _____, 20____ ("Lease"), between Edgewood Station LLC ("Landlord")
and Large Apparel of Pennsylvania, Inc. ("Tenant").

Ladies and Gentlemen:

1. The undersigned, as Tenant, warrants and represents to Landlord as follows:
2. Landlord is not in default under the terms and/or conditions of the Lease;
3. Landlord has satisfied its responsibilities in accordance with the plans and specifications in Exhibit B;
4. The Lease is in full force and effect and has not been modified, altered, or amended;
5. The person signing this letter on behalf of Tenant, as applicable, is a duly authorized agent of the Tenant, as applicable.

TENANT:

By: _____
Printed Name: _____
Title: _____

EXHIBIT D
SIGN CRITERIA

SECTION I.

The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (any such designation of the store type shall be by general descriptive terms and shall not include any specifications of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs are not permitted.

SECTION II.

Landlord will provide an area on the sign band or canopy of appropriate size and location to Tenant's storefront. After having first obtained Landlord's written approval of Tenant's sign design, prepared in accordance with this criteria, Tenant will properly install a sign face in the sign band. The letter style on all signs shall be shown on drawings submitted to Landlord for approval.

SECTION III.

The character, design, color and layout of all signs shall be subject to Landlord's prior approval.

SECTION IV.

Excepting the signs specified in Section VI (d) and (e) of this exhibit, no occupant shall install more than one (1) sign.

SECTION V.

All signs shall be in accordance with the following requirements:

- (a) The sign lettering or any part thereof shall be located within the physical limits of the storefront of the Demised Premises and must remain at least eighteen (18") inches away from the lease lines where they meet the sign band.
- (b) Except for those signs mounted on the mansards with Landlord's written approval, no sign or any part thereof shall be located on the roof of the Demised Premises.
- (c) Sign style and lettering must be approved by Landlord before shop drawings are made once initial approval is given by Landlord. Tenant shall then submit shop drawings for final Landlord approval, showing the sizes of all letters and spacing, type of material, color and dimensions in relation to leasable area.
- (d) No sign will be placed in final position without the written approval of Landlord. The general standard is that the top plane of the sign shall be in line with the other Tenant signage.
- (e) Tenant's sign shall be individually-lettered, channel-lighted, and mounted on a raceway.
- (f) All signs shall be fabricated and installed in compliance with all applicable codes.

SECTION VI.

The fabrication, installation and operation of all signs shall be subject to the following restrictions:

- (a) All storefront signs must be internally illuminated and regulated by a timer or photo cell.
- (b) No flashing, moving, flickering or blinking illumination shall be permitted.
- (c) No animation, moving lights or floodlight illumination shall be permitted.
- (d) No painted or printed signs, except one (1) non-illuminated, small scale "Signature Sign" or "store hours" sign, which is lettered on the glass portion of the store of an occupant, provided such sign does not exceed three inches (3") in height. Also permitted are small credit card symbols.
- (e) No outrigger signs, except one (1) identification sign located beneath the canopy in a location to be designated by Landlord, and in accordance with Landlord's criteria for undercanopy signs. Tenant must submit drawing of said sign to Landlord and obtain Landlord's written approval prior to installation of this, or any sign.
- (f) No moving signs, rooftop signs, parapet signs, exposed neon or pylon signs.

SECTION VII.

At such time as Landlord prepares a new sign design plan for the Shopping Center, Tenant will remove its existing sign and install a new one to comply with such new plan at Tenant's sole expense.

If Landlord undertakes a shopping center renovation that requires removal of Tenant's signs, Tenant shall be responsible for removal and reinstallation of signs. Tenant may be required to update older signage to meet new sign criteria at no cost to Landlord.

EXHIBIT E
RULES AND REGULATIONS

Landlord agrees that all Rules and Regulations shall be uniformly applied to the tenants of the Shopping Center.

SECTION I: LOADING.

All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

SECTION II: TRASH.

All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant shall not burn any trash or garbage of any kind in or about the Demised Premises, or the Shopping Center.

SECTION III: ANTENNAS.

No radio, television antenna, satellite dish or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. Any aerial or antenna or other device so installed without such written consent shall be subject to removal without notice at any time.

SECTION IV: NOISE.

No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the Demised Premises, including but not limited to adjacent leased premises.

SECTION V: ADJACENT AREAS.

The outside areas, including sidewalks, immediately adjoining the Demised Premises shall be kept clean and free from rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas.

SECTION VI: PARKING.

Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose from time to time by Landlord.

SECTION VII: PLUMBING.

The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, of damage resulting from a violation of this provision shall be borne by Tenant.

Tenant is responsible for the clean out of grease traps, if any, within or servicing the Demised Premises. Such cleaning shall be performed by a licensed contractor approved by Landlord no less than once every month or as Landlord dictates. Tenant shall provide such maintenance records to Landlord. In the event that Tenant refuses or cannot provide Landlord with such records, Landlord may contract such service to be done at the sole cost of Tenant.

SECTION VIII: HVAC.

Tenant is responsible for the maintenance of the HVAC unit(s) that service the Demised Premises. Such maintenance shall include, but not be limited to, change out of filters and preventative maintenance service performed by a licensed mechanical contractor. The frequency of service should be as needed but in no event less than once every six (6) months. Tenant shall provide copies of the HVAC service records to Landlord upon request. If Tenant fails to service HVAC unit(s) as stated within this section, Landlord may have service performed at the sole cost of Tenant.

SECTION IX: EXTERMINATION.

Tenant shall use at Tenant's cost such extermination contractor as Landlord may direct and at such intervals as Landlord may require.

SECTION X: SALES.

No auction, going out of business or bankruptcy sales shall be conducted on the Demised Premises.

SECTION XI: SALES AREAS.

The lobbies, vestibule, sidewalks and driveways contiguous to the Demised Premises shall not be used for outdoor displays or sales areas.

SECTION XII: STORAGE.

The Demised Premises shall not be used as storage or warehouse space for any other store owned or operated by Tenant.

SECTION XIII: ADDITIONAL RULES.

Landlord reserves the right to make such reasonable amendments or additions to these Rules and Regulations as is deemed necessary to the proper administration and care of the Shopping Center.

SECTION XIV: CONFLICT.

In the event of conflict between these Rules and Regulations and the terms and provisions of the Lease, the terms and provisions of the Lease shall control; and, in the event the Lease provides for more stringent provisions or restrictions regarding any subject matter described in these Rules and Regulations, the provisions or restrictions set forth in the Lease shall control.

EXHIBIT F
TENANT ACCEPTANCE OF SPACE

Property: Edgewood Towne Centre
Unit Number(s): 114

1. Tenant hereby acknowledges its acceptance of the above-referenced space at the above-referenced Shopping Center. Tenant further acknowledges that the Demised Premises has been delivered to Tenant in accordance with all provisions of a certain Lease Agreement, dated _____ ("Lease"), by and between Edgewood Station LLC, a Delaware limited liability company, as Landlord and Large Apparel of Pennsylvania, Inc., a Pennsylvania corporation, d.b.a. Ashley Stewart, as Tenant. Landlord and Tenant hereby agree as follows: Landlord delivered possession of the above-referenced space to Tenant on _____ ("Delivery Date").
2. The Commencement Date under the Lease is the Delivery Date set forth in the previous paragraph. As of this date, CAM, Real Estate Taxes, and Insurance charges begin.
3. The Fixed Minimum Rent Commencement Date is ninety (90) days after the Commencement Date OR the date Tenant opens for business, whichever is sooner.
4. The Expiration Date shall be January 31 or July 31 of the tenth (10th) calendar year after the Fixed Minimum Rent Commencement Date, whichever date is closest to the one hundred twentieth month after the Fixed Minimum Rent Commencement Date, unless sooner terminated as hereinafter provided.

WITNESS

WITNESS

TENANT:
Large Apparel of Pennsylvania, Inc.

By: _____

Its: _____

LANDLORD:
Edgewood Station LLC

By: Phillips Edison & Company, Ltd.
Its: Agent

____ HVAC	____ Locks Changed
____ Electric	____ Floors
____ Plumbing	____ Restrooms
____ Lights	____ Walls

EXHIBIT G
CERTIFICATE OF LIABILITY INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)
---	-----------------

PRODUCER Tenants Insurance Agency Information	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <div align="center">INSURERS AFFORDING COVERAGE</div>
INSURED Tenants Name Tenants Address City, State, Zip	INSURER A: Tenants Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE XX OCCUR <input checked="" type="checkbox"/> _X Per Location Agg <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		xx/xx/xx	xx/xx/xx	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (any 1 fire) \$ 200,000 MED EXP (any 1 person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea Accident) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE -POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:
 It is agreed that the Certificate Holder is added to the general liability policy as Additional Insured.

CERTIFICATE HOLDER [N] ADDITIONAL INSURED; INSURER LETTER: EDGEWOOD STATION LLC Phillips Edison & Company Ltd. 11690 Grooms Road Cincinnati, Ohio 45242	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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EXHIBIT H
TENANT'S MONTHLY REPORT OF GROSS SALES

Tenant Name: Large Apparel of Pennsylvania, Inc., d.b.a. Ashley Stewart
Shopping Center: Edgewood Towne Centre
Calendar Year: 20____
Reports Due: 15th of Following Month _____

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Tenant Signature: _____
Date: _____

EXHIBIT I
PROHIBITED USES

Tenant shall not use the Demised Premises for any of the following uses:

1. check cashing or advancing or loaning money using a personal check as prepayment of the loan or as a security interest;
2. "family-style" restaurant such as Denny's, Big Boy, Bob Evans, King's or Shoney's;
3. takeout and delivery of pizza;
4. the sale and re-sale operation of a grocery store, a supermarket, or a store or department for the sale for off-premises consumption of groceries, meats, seafood or produce; or for the operation of a deli (selling bread, cold cuts, salads, meats, and cheese) dairy (selling milk and dairy products), or full-line bakery;
5. sale and re-sale of video and computer games;
6. operation of a full service Oriental restaurant;
7. rent to own services for furniture, appliances, or electronic goods;
8. use of more than three hundred (300) square feet of floor space (which shall include 1/2 of aisle space) to sell children's apparel;
9. operation of a beauty supply store;
10. sale of submarine sandwiches;
11. operation of a Mexican restaurant;
12. dry cleaning or laundering;
13. operation of a weight loss program;
14. sale or display of used second hand merchandise or second hand goods
15. operation of a bar, nightclub, discotheque dance hall, night club; cinema or theatre; skating rink; bowling alley; amusement gallery; pool room; health spa or health club; sports or game facility; sporting event; off track betting club; gymnasium; massage parlor; adult book store; video game room; sit-down restaurant less than 300 feet from the perimeter of Giant Eagle; or car wash; provided, however, a cinema or theatre shall not be prohibited if it is more than 500 feet from the perimeter of Giant Eagle;
16. storage and/or sale of gasoline or diesel fuel;
17. operation of a school; trailer, mobile home or vehicle sales; waste facilities; stockyards, or facilities containing animals (other than small pet stores); car washes; funeral homes; facilities providing or permitting nude or semi-nude dancing or exhibition; any purpose which produces or is accompanied by unreasonable levels of noise, litter or odor; any public or private nuisance; any activities selling, distributing or exhibiting any books, magazines, post cards, posters, pictures, literature, movies, video tapes, or other materials depicting or describing sexual acts or naked human bodies or designed primarily to appeal to the prurient interest;
18. for any non-retail purpose.

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 Pennsylvania, Inc.
Case Number 10-13044
Chapter 11**

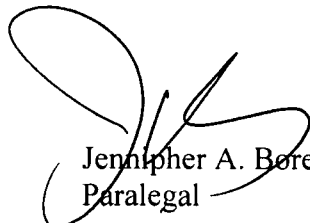
Dear Sir or Madam:

Enclosed please find one (1) original and one (1) copy of a Proof of Claim to be filed on behalf of Edgewood 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