


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Large Apparel of Georgia, Inc.		Case Number: 10-13038-KJC	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): HT West End, LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent: c/o Heather D. Brown, Esq., Kitchens Kelley Gaynes, P.C. Eleven Piedmont Center - Suite 900, 3495 Piedmont Road, NE Atlanta, Georgia 30305		Court Claim Number: _____ (If known)	
Telephone number: (404) 237-4100		Filed on: _____	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 61,179.60		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.	
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.		Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).	
2. Basis for Claim: Lease (See instruction #2 on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).	
3. Last four digits of any number by which creditor identifies debtor: _____		<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).	
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).	
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.		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		Amount entitled to priority: \$ _____	
Describe:		*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
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 instruction 7 and definition of "redacted" on reverse side.)			
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
If the documents are not available, please explain:			
Date: 01/20/2011		FOR COURT USE ONLY Urban Brands  00589	
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.			
/s/ Heather D. Brown, Esq., Counsel for Creditor			

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

LARGE APPAREL OF GEORGIA, INC.,
Debtor.

Chapter 11

Case No. 10-13038 (KJC)

EXHIBIT TO PROOF OF CLAIM OF
HT WEST END, LLC
FOR STORE NUMBER 177 - ATLANTA, GEORGIA

Pre-petition Balance*: \$ 61,179.60

A copy of the Lease is attached. A copy of the tenant ledger is also attached.

TOTAL UNSECURED CLAIM \$ 61,179.60

*Landlord reserves the right to seek recovery of rent and charges due for September 21, 2010 through September 30, 2010, totaling \$2,875.47, as an administrative claim.

Database: HTGROUP
BLDG: 100A

Occupancy Status: Current Inactive New

CM Receivables Ledger
HT Group, LLC
West End Mail
01/08 Through 09/10
Security Deposit Ending Balance Includes ALL periods

Page: 6
Date: 9/25/13
Time: 13:03

Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc	HT Receipt Type
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PYC		Prior Year Cam Recon.	0.00	7,718.83	0.00	0.00	0.00	7,718.83	
PYI		Prior Year Ins. Recon.	0.00	0.00	0.00	1,354.52	0.00	-1,354.52	
PYT		Prior Year Tax Recon.	0.00	4,568.45	1,479.00	2,295.00	0.00	794.45	
TAX		Tax	425.00	6,879.00	4,754.00	0.00	0.00	2,125.00	
WAT		Water Reimbursement	62.25	993.01	447.50	0.00	0.00	545.51	
BLDG Total:			8,557.81	139,528.57	74,799.45	3,649.52	0.00	61,179.60	0.00

Grand Totals:									
Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal	
BRN	Base Rent	5,440.46	80,497.68	42,357.95	0.00	0.00	38,139.73		
CAM	Common Area Maintenance	2,060.00	30,420.00	20,060.00	0.00	0.00	10,360.00		
INS	Insurance	306.00	4,590.00	3,060.00	0.00	0.00	1,530.00		
MER	Merchant Assn Dues	264.10	3,961.50	2,641.00	0.00	0.00	1,320.50		
PYC	Prior Year Cam Recon.	0.00	7,718.93	0.00	0.00	0.00	7,718.93		
PYI	Prior Year Ins. Recon.	0.00	0.00	0.00	1,354.52	0.00	-1,354.52		
PYT	Prior Year Tax Recon.	0.00	4,568.45	1,479.00	2,295.00	0.00	794.45		
TAX	Tax	425.00	6,879.00	4,754.00	0.00	0.00	2,125.00		
WAT	Water Reimbursement	62.25	993.01	447.50	0.00	0.00	545.51		
Grand Total:		8,557.81	139,528.57	74,799.45	3,649.52	0.00	61,179.60		0.00

Database: HTGROUP
BLDG: 100A

Occupancy Status: Current Inactive New

CM Receivables Ledger
HT Group, LLC
West End Mall
01/08 Through 09/10

Page: 1
Date: 9/29/2010
Time: 04:34 PM

Security Deposit Ending Balance includes ALL periods

Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Receipt Invoice Type
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100A-001181 Ashley Stewart #177

Donald R. Fry, Mgr Lease Admin

(201) 319-9093

Master Occp Id: 100ASH-2

Balance Forward

0.00

100A	001181	7/1/2009	BRN	Base Rent	CH	AUTOCHRG	5,282.00		5,282.00		
100A	001181	7/1/2009	CAM	Common Area Maintenan	CH	AUTOCHRG	2,000.00		7,282.00		
100A	001181	7/1/2009	INS	Insurance	CH	AUTOCHRG	306.00		7,588.00		
100A	001181	7/1/2009	MER	Merchant Assn Dues	CH	AUTOCHRG	264.10		7,852.10		
100A	001181	7/1/2009	TAX	Tax	CH	AUTOCHRG	488.00		8,340.10		
100A	001181	7/1/2009	WAT	Water Reimbursement	CH	AUTOCHRG	44.45		8,384.55		
100A	001181	8/1/2009	BRN	Base Rent	CH	AUTOCHRG	5,282.00		13,666.55		
100A	001181	8/1/2009	CAM	Common Area Maintenan	CH	AUTOCHRG	2,000.00		15,666.55		
100A	001181	8/1/2009	INS	Insurance	CH	AUTOCHRG	306.00		15,972.55		
100A	001181	8/1/2009	MER	Merchant Assn Dues	CH	AUTOCHRG	264.10		16,236.65		
100A	001181	8/1/2009	TAX	Tax	CH	AUTOCHRG	488.00		16,724.65		
100A	001181	8/1/2009	WAT	Water Reimbursement	CH	AUTOCHRG	44.45		16,769.10		
100A	001181	9/1/2009	BRN	Base Rent	CH	AUTOCHRG	5,282.00		22,051.10		
100A	001181	9/1/2009	CAM	Common Area Maintenan	CH	AUTOCHRG	2,000.00		24,051.10		
100A	001181	9/1/2009	INS	Insurance	CH	AUTOCHRG	306.00		24,357.10		
100A	001181	9/1/2009	MER	Merchant Assn Dues	CH	AUTOCHRG	264.10		24,621.20		
100A	001181	9/1/2009	TAX	Tax	CH	AUTOCHRG	488.00		25,109.20		
100A	001181	9/1/2009	WAT	Water Reimbursement	CH	AUTOCHRG	44.45		25,153.65		
100A	001181	9/2/2009	PYT	Prior Year Tax Recon.	CH	BAL 2008 TAXES DI	1,479.00		26,632.65		
100A	001181	10/1/2009	BRN	Base Rent	CH	AUTOCHRG	5,282.00		31,914.65		
100A	001181	10/1/2009	CAM	Common Area Maintenan	CH	AUTOCHRG	2,000.00		33,914.65		
100A	001181	10/1/2009	INS	Insurance	CH	AUTOCHRG	306.00		34,220.65		
100A	001181	10/1/2009	MER	Merchant Assn Dues	CH	AUTOCHRG	264.10		34,484.75		
100A	001181	10/1/2009	TAX	Tax	CH	AUTOCHRG	488.00		34,972.75		
100A	001181	10/1/2009	WAT	Water Reimbursement	CH	AUTOCHRG	44.45		35,017.20		
100A	001181	10/7/2009	BRN	Base Rent	CR	Receipt	5,282.00		29,735.20	334624	CHK
100A	001181	10/7/2009	BRN	Base Rent	CR	Receipt	24,453.20		24,453.20	334624	CHK
100A	001181	10/7/2009	BRN	Base Rent	CR	Receipt	3,035.90		21,417.30	334624	CHK
100A	001181	10/14/2009	BRN	Base Rent	CR	Receipt	19,171.20		19,171.20	334760	CHK
100A	001181	10/14/2009	BRN	Base Rent	CR	Receipt	18,604.05		18,604.05	334760	CHK
100A	001181	10/14/2009	CAM	Common Area Maintenan	CR	Receipt	2,000.00		16,604.05	334760	CHK
100A	001181	10/14/2009	CAM	Common Area Maintenan	CR	Receipt	2,000.00		14,604.05	334760	CHK
100A	001181	10/14/2009	CAM	Common Area Maintenan	CR	Receipt	2,000.00		12,604.05	334760	CHK

Database: HTGROUP
BLDG: 100A

Occupancy Status: Current Inactive New

CM Receivables Ledger
HT Group, LLC
West End Mall
01/08 Through 09/10
Security Deposit Ending Balance includes ALL periods

Page: 2
Date: 9/29/2010
Time: 04:34 PM

Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
100A 001181	10/14/2009	INS Insurance	CR	Receipt		306.00	12,298.05	334760		CHK
100A 001181	10/14/2009	INS Insurance	CR	Receipt		306.00	11,992.05	334760		CHK
100A 001181	10/14/2009	INS Insurance	CR	Receipt		306.00	11,686.05	334760		CHK
100A 001181	10/14/2009	MER Merchant Assn Dues	CR	Receipt		264.10	11,421.95	334760		CHK
100A 001181	10/14/2009	MER Merchant Assn Dues	CR	Receipt		264.10	11,157.85	334760		CHK
100A 001181	10/14/2009	MER Merchant Assn Dues	CR	Receipt		264.10	10,893.75	334760		CHK
100A 001181	10/14/2009	PYT Prior Year Tax Recon.	CR	Receipt		1,479.00	9,414.75	334760		CHK
100A 001181	10/14/2009	TAX Tax	CR	Receipt		488.00	8,926.75	334760		CHK
100A 001181	10/14/2009	TAX Tax	CR	Receipt		488.00	8,438.75	334760		CHK
100A 001181	10/14/2009	TAX Tax	CR	Receipt		488.00	7,950.75	334760		CHK
100A 001181	10/14/2009	WAT Water Reimbursement	CR	Receipt		44.45	7,906.30	334760		CHK
100A 001181	10/14/2009	WAT Water Reimbursement	CR	Receipt		44.45	7,861.85	334760		CHK
100A 001181	10/14/2009	WAT Water Reimbursement	CR	Receipt		44.45	7,817.40	334760		CHK
100A 001181	11/1/2009	BRN Base Rent	CH	AUTOCHRG	5,282.00		13,099.40			
100A 001181	11/1/2009	CAM Common Area Maintena	CH	AUTOCHRG	2,000.00		15,099.40			
100A 001181	11/1/2009	INS Insurance	CH	AUTOCHRG	306.00		15,405.40			
100A 001181	11/1/2009	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		15,669.50			
100A 001181	11/1/2009	TAX Tax	CH	AUTOCHRG	488.00		16,157.50			
100A 001181	11/1/2009	WAT Water Reimbursement	CH	AUTOCHRG	62.25		16,219.75			
100A 001181	11/6/2009	BRN Base Rent	CR	Receipt		3,697.40	12,522.35	335423		CHK
100A 001181	11/6/2009	CAM Common Area Maintena	CR	Receipt		2,000.00	10,522.35	335423		CHK
100A 001181	11/6/2009	INS Insurance	CR	Receipt		306.00	10,216.35	335423		CHK
100A 001181	11/6/2009	MER Merchant Assn Dues	CR	Receipt		264.10	9,952.25	335423		CHK
100A 001181	11/6/2009	TAX Tax	CR	Receipt		488.00	9,464.25	335423		CHK
100A 001181	11/6/2009	WAT Water Reimbursement	CR	Receipt		44.45	9,419.80	335423		CHK
100A 001181	12/1/2009	BRN Base Rent	CH	AUTOCHRG	5,282.00		14,701.80			
100A 001181	12/1/2009	CAM Common Area Maintena	CH	AUTOCHRG	2,000.00		16,701.80			
100A 001181	12/1/2009	INS Insurance	CH	AUTOCHRG	306.00		17,007.80			
100A 001181	12/1/2009	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		17,271.90			
100A 001181	12/1/2009	TAX Tax	CH	AUTOCHRG	488.00		17,759.90			
100A 001181	12/1/2009	WAT Water Reimbursement	CH	AUTOCHRG	62.25		17,822.15			
100A 001181	12/8/2009	BRN Base Rent	CR	Receipt		3,697.40	14,124.75	336419		CHK
100A 001181	12/8/2009	CAM Common Area Maintena	CR	Receipt		2,000.00	12,124.75	336419		CHK
100A 001181	12/8/2009	INS Insurance	CR	Receipt		306.00	11,818.75	336419		CHK
100A 001181	12/8/2009	MER Merchant Assn Dues	CR	Receipt		264.10	11,554.65	336419		CHK
100A 001181	12/8/2009	TAX Tax	CR	Receipt		488.00	11,066.65	336419		CHK
100A 001181	12/8/2009	WAT Water Reimbursement	CR	Receipt		44.45	11,022.20	336419		CHK
100A 001181	11/1/2010	BRN Base Rent	CH	AUTOCHRG	5,282.00		16,304.20			
100A 001181	11/1/2010	CAM Common Area Maintena	CH	AUTOCHRG	2,000.00		18,304.20			

Database: HTGROUP
BLDG: 100A
Occupancy Status: Current Inactive New

CM Receivables Ledger
HT Group, LLC
West End Mail
01/08 Through 09/10
Security Deposit Ending Balance includes ALL periods

Page: 3
Date: 9/29/2010
Time: 04:34 PM

Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Receipt Invoice Type
100A 001181	1/1/2010	INS Insurance	CH	AUTOCHRG	308.00		18,610.20		
100A 001181	1/1/2010	MEER Merchant Assn Dues	CH	AUTOCHRG	264.10		18,874.30		
100A 001181	1/1/2010	TAX Tax	CH	AUTOCHRG	488.00		19,362.30		
100A 001181	1/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		19,424.55		
100A 001181	1/5/2010	BRN Base Rent	CR	Receipt		3,697.40	15,727.15	337634	CHK
100A 001181	1/5/2010	CAM Common Area Maintenal	CR	Receipt		2,000.00	13,727.15	337634	CHK
100A 001181	1/5/2010	INS Insurance	CR	Receipt		306.00	13,421.15	337634	CHK
100A 001181	1/5/2010	MEER Merchant Assn Dues	CR	Receipt		264.10	13,157.05	337634	CHK
100A 001181	1/5/2010	TAX Tax	CR	Receipt		488.00	12,669.05	337634	CHK
100A 001181	1/5/2010	WAT Water Reimbursement	CR	Receipt		44.45	12,624.60	337634	CHK
100A 001181	2/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		18,085.06		
100A 001181	2/1/2010	CAM Common Area Maintenal	CH	AUTOCHRG	2,000.00		20,085.06		
100A 001181	2/1/2010	INS Insurance	CH	AUTOCHRG	306.00		20,371.06		
100A 001181	2/1/2010	MEER Merchant Assn Dues	CH	AUTOCHRG	264.10		20,635.16		
100A 001181	2/1/2010	TAX Tax	CH	AUTOCHRG	488.00		21,123.16		
100A 001181	2/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		21,185.41		
100A 001181	2/8/2010	BRN Base Rent	CR	Receipt		3,697.40	17,488.01	338400	CHK
100A 001181	2/8/2010	CAM Common Area Maintenal	CR	Receipt		2,000.00	15,488.01	338400	CHK
100A 001181	2/8/2010	INS Insurance	CR	Receipt		306.00	15,182.01	338400	CHK
100A 001181	2/8/2010	MEER Merchant Assn Dues	CR	Receipt		264.10	14,917.91	338400	CHK
100A 001181	2/8/2010	TAX Tax	CR	Receipt		488.00	14,429.91	338400	CHK
100A 001181	2/8/2010	WAT Water Reimbursement	CR	Receipt		44.45	14,385.46	338400	CHK
100A 001181	2/24/2010	WAT Water Reimbursement	CH	WATER 11/30-12/31	13.08		14,398.54		
100A 001181	2/24/2010	WAT Water Reimbursement	CH	WATER 12/31-1/30/	13.08		14,411.62		
100A 001181	3/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		19,852.08		
100A 001181	3/1/2010	CAM Common Area Maintenal	CH	AUTOCHRG	2,060.00		21,912.08		
100A 001181	3/1/2010	INS Insurance	CH	AUTOCHRG	306.00		22,218.08		
100A 001181	3/1/2010	MEER Merchant Assn Dues	CH	AUTOCHRG	264.10		22,482.18		
100A 001181	3/1/2010	TAX Tax	CH	AUTOCHRG	425.00		22,907.18		
100A 001181	3/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		22,969.43		
100A 001181	3/8/2010	BRN Base Rent	CR	Receipt		3,697.40	19,272.03	339299	CHK
100A 001181	3/8/2010	CAM Common Area Maintenal	CR	Receipt		2,000.00	17,272.03	339299	CHK
100A 001181	3/8/2010	INS Insurance	CR	Receipt		306.00	16,966.03	339299	CHK
100A 001181	3/8/2010	MEER Merchant Assn Dues	CR	Receipt		264.10	16,701.93	339299	CHK
100A 001181	3/8/2010	TAX Tax	CR	Receipt		488.00	16,213.93	339299	CHK
100A 001181	3/8/2010	WAT Water Reimbursement	CR	Receipt		44.45	16,169.48	339299	CHK
100A 001181	4/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		21,609.94		
100A 001181	4/1/2010	CAM Common Area Maintenal	CH	AUTOCHRG	2,060.00		23,669.94		
100A 001181	4/1/2010	INS Insurance	CH	AUTOCHRG	306.00		23,975.94		

Database: HTGROUP
BLDG: 100A

CM Receivables Ledger
HT Group, LLC
West End Mail

Page: 4
Date: 9/29/2010
Time: 04:34 PM

Occupancy Status: Current Inactive New

01/08 Through 09/10
Security Deposit Ending Balance Includes ALL periods

Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Receipt Invoice Type
100A 001181	4/1/2010	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		24,240.04		
100A 001181	4/1/2010	TAX Tax	CH	AUTOCHRG	425.00		24,665.04		
100A 001181	4/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		24,727.29		
100A 001181	4/1/2010	BRN Base Rent	CR	Receipt		3,697.40	21,029.89	340614	CHK
100A 001181	4/1/2010	CAM Common Area Maintenan	CR	Receipt		2,060.00	18,969.89	340614	CHK
100A 001181	4/1/2010	INS Insurance	CR	Receipt		306.00	18,663.89	340614	CHK
100A 001181	4/1/2010	MER Merchant Assn Dues	CR	Receipt		264.10	18,399.79	340614	CHK
100A 001181	4/1/2010	TAX Tax	CR	Receipt		425.00	17,974.79	340614	CHK
100A 001181	4/1/2010	WAT Water Reimbursement	CR	Receipt		47.45	17,927.34	340614	CHK
100A 001181	4/1/2010	WAT Water Reimbursement	CH	WATER 1/30-2/28/11	13.08		17,940.42		
100A 001181	4/21/2010	WAT Water Reimbursement	CH	2009 CAM RECON	7,718.93		25,659.35		
100A 001181	4/27/2010	PYC Prior Year Cam Recon.	CH	2009 INS RECON		1,354.52	24,304.83		
100A 001181	4/27/2010	PYT Prior Year Tax Recon.	CH	2009 TAX RECON	3,069.45		27,394.28		
100A 001181	5/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		32,834.74		
100A 001181	5/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	2,060.00		34,894.74		
100A 001181	5/1/2010	INS Insurance	CH	AUTOCHRG	306.00		35,200.74		
100A 001181	5/1/2010	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		35,464.84		
100A 001181	5/1/2010	TAX Tax	CH	AUTOCHRG	425.00		35,889.84		
100A 001181	5/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		35,952.09		
100A 001181	5/17/2010	WAT Water Reimbursement	CH	WATER 3/31 - 4/30/	13.08		35,965.17		
100A 001181	5/17/2010	WAT Water Reimbursement	CH	WATER 2/28 - 3/31/	14.40		35,979.57		
100A 001181	6/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		41,420.03		
100A 001181	6/1/2010	BRN Base Rent	CR	Receipt		63.00	41,357.03	341957	CHK
100A 001181	6/1/2010	BRN Base Rent	CR	Receipt		3,697.40	37,659.63	341957	CHK
100A 001181	6/1/2010	CAM Common Area Maintenan	CR	Receipt		2,000.00	35,659.63	341957	CHK
100A 001181	6/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	2,060.00		37,719.63		
100A 001181	6/1/2010	INS Insurance	CH	AUTOCHRG	306.00		38,025.63		
100A 001181	6/1/2010	INS Insurance	CR	Receipt		306.00	37,719.63	341957	CHK
100A 001181	6/1/2010	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		37,983.73		
100A 001181	6/1/2010	MER Merchant Assn Dues	CR	Receipt		264.10	37,719.63	341957	CHK
100A 001181	6/1/2010	TAX Tax	CR	Receipt		425.00	37,294.63	341957	CHK
100A 001181	6/1/2010	TAX Tax	CH	AUTOCHRG	425.00		37,719.63		
100A 001181	6/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		37,781.88		
100A 001181	6/1/2010	WAT Water Reimbursement	CR	Receipt		44.45	37,737.43	341957	CHK
100A 001181	6/22/2010	WAT Water Reimbursement	CH	WATER 4/30 TO 5/2	13.08		37,750.51		
100A 001181	7/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		43,190.97		
100A 001181	7/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	2,060.00		45,250.97		
100A 001181	7/1/2010	INS Insurance	CH	AUTOCHRG	306.00		45,556.97		
100A 001181	7/1/2010	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		45,821.07		

Database: HTGROUP
BLDG: 100A

Occupancy Status: Current Inactive New

CM Receivables Ledger
HT Group, LLC
West End Mail
01/08 Through 09/10
Security Deposit Ending Balance Includes ALL periods

Page: 5
Date: 9/29/2010
Time: 04:34 PM

Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Receipt Invoice Type
100A 001181	7/1/2010	TAX Tax	CH	AUTOCHRG	425.00		46,246.07		
100A 001181	7/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		46,308.32		
100A 001181	8/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		51,748.78		
100A 001181	8/1/2010	CAM Common Area Maintena	CH	AUTOCHRG	2,060.00		53,808.78		
100A 001181	8/1/2010	INS Insurance	CH	AUTOCHRG	308.00		54,114.78		
100A 001181	8/1/2010	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		54,378.88		
100A 001181	8/1/2010	TAX Tax	CH	AUTOCHRG	425.00		54,803.88		
100A 001181	8/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		54,866.13		
100A 001181	8/5/2010	WAT Water Reimbursement	CH	WATER 6/30-7/31/10	14.71		54,880.84		
100A 001181	8/5/2010	WAT Water Reimbursement	CH	WATER 5/29-6/30/10	13.08		54,893.92		
100A 001181	9/1/2010	BRN Base Rent	CH	AUTOCHRG	5,440.46		60,334.38		
100A 001181	9/1/2010	CAM Common Area Maintena	CH	AUTOCHRG	2,060.00		62,394.38		
100A 001181	9/1/2010	INS Insurance	CH	AUTOCHRG	308.00		62,700.38		
100A 001181	9/1/2010	MER Merchant Assn Dues	CH	AUTOCHRG	264.10		62,964.48		
100A 001181	9/1/2010	TAX Tax	CH	AUTOCHRG	425.00		63,389.48		
100A 001181	9/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		63,451.73		
100A 001181	9/1/2010	WAT Water Reimbursement	CH	AUTOCHRG	62.25		61,156.73		
100A 001181	9/20/2010	WAT Water Reimbursement	CH	WATER 7/31-8/30/10	22.87		61,179.60		
100A 001181	9/21/2010	WAT Water Reimbursement	CH	WATER 7/31-8/30/10	22.87		61,179.60		

Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
BRN Base Rent	5,440.46	0.00	80,497.68	42,357.95	0.00	0.00	38,139.73	
CAM Common Area Maintenance	2,060.00	0.00	30,420.00	20,060.00	0.00	0.00	10,360.00	
INS Insurance	308.00	0.00	4,590.00	3,060.00	0.00	0.00	1,530.00	
MER Merchant Assn Dues	264.10	0.00	3,961.50	2,641.00	0.00	0.00	1,320.50	
PYC Prior Year Cam Recon.	0.00	0.00	7,718.93	0.00	0.00	0.00	7,718.93	
PYI Prior Year Ins. Recon.	0.00	0.00	0.00	0.00	1,354.52	0.00	-1,354.52	
PYT Prior Year Tax Recon.	0.00	0.00	4,568.45	1,479.00	2,295.00	0.00	794.45	
TAX Tax	425.00	0.00	6,879.00	4,754.00	0.00	0.00	2,125.00	
WAT Water Reimbursement	62.25	0.00	993.01	447.50	0.00	0.00	545.51	
Total:	8,557.81	0.00	139,628.57	74,798.45	3,649.52	0.00	61,179.60	0.00

Totals for 100A:	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
BRN Base Rent	5,440.46	0.00	80,497.68	42,357.95	0.00	0.00	38,139.73	
CAM Common Area Maintenance	2,060.00	0.00	30,420.00	20,060.00	0.00	0.00	10,360.00	
INS Insurance	308.00	0.00	4,590.00	3,060.00	0.00	0.00	1,530.00	
MER Merchant Assn Dues	264.10	0.00	3,961.50	2,641.00	0.00	0.00	1,320.50	

FIRST AMENDMENT TO
SHOPPING CENTER LEASE AGREEMENT

This AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT (the "Amendment") is made and entered into as of January 31, 2009, by and among HT WEST END, LLC, a Georgia limited liability company ("Landlord"); and LARGE APPAREL OF GEORGIA, INC. ("Tenant").

23 WITNESSETH

THAT WHEREAS, Landlord and Tenant did enter into a certain Shopping Center Lease Agreement dated as of MARCH 18, 1998 (the "Lease"), wherein Landlord leased to Tenant and Tenant took from Landlord certain premises known as 805 RALPH DAVID ABERNATHY and more particularly described in the Lease; and

WHEREAS, Tenant and Landlord desire to extend the term of the Lease and amend certain other provisions thereof.

NOW THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars cash in hand paid each to the other, the premises and the mutual covenants, undertakings and agreements hereinafter set forth, and for other good and valuable considerations, the receipt, adequacy and sufficiency whereof are hereby acknowledged by each of the parties hereto, the parties hereto do hereby agree that the Lease shall be and is hereby amended as follows:

1. The Term of the Lease is hereby extended by deleting Paragraph 1.1(b) in its entirety and inserting the following in lieu thereof: "(b) Lease Term or Term: The period commencing with the date of this Lease and ending on January 31, 2012."

2. Paragraph 1.1 (e) of the Lease is hereby amended to provide that Minimum Guaranteed Rent, also defined as Minimum Rent or Guaranteed Rent, for each Lease Year during which the Term of the Lease was extended pursuant to paragraph 1 above shall be as follows:

- (i) For the Lease Year commencing February 1, 2009, \$63,384.00 per annum, payable in equal monthly installments of \$5,282.00 beginning on the Rent Commencement Date;
- (ii) for each of the Lease Year commencing February 1, 2010, \$65,285.52 per annum payable in equal monthly installments of \$5,440.46;
- (iii) for each of the Lease Year commencing February 1, 2011, \$67,244.04 per annum payable in equal monthly installments of \$5,603.67.


3. Tenant hereby warrants and represents to Landlord that (i) Tenant has full power and authority to enter into this instrument and to perform its respective duties hereunder, and (ii) the person or persons executing this instrument on behalf of Tenant has full power and authority to bind Tenant, (iii) if Tenant is an entity not established under the laws of the State of Georgia, that such entity is registered as a foreign entity in the State of Georgia, is in good standing with the State of Georgia and is qualified to do business in the State of Georgia; and (iv) if Tenant is an individual, that the personal information set forth below Tenant's signature on this instrument is true and correct.

4. Except as expressly modified hereby, each and every term and condition of the Lease shall remain unchanged and the Lease, as so modified, is hereby ratified and affirmed by each and all of the parties hereto and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of the day and year first above written.

LANDLORD:

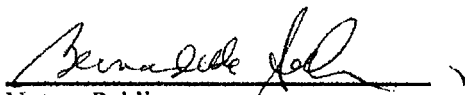
HT WEST END, LLC, a Georgia limited liability company

By: 
Charles E. Taylor, Manager

By: _____
Martin C. Halpern, Manager

[Company Seal]

Signed, sealed, sworn to and delivered in the presence of:



Notary Public

Notarized this June 3, 2009.

My Commission Expires:

(NOTARIAL SEAL)

BERNADETTE SULLIVAN

ID # 2061577

NOTARY PUBLIC OF NEW JERSEY

Commission Expires 12/10/2012

TENANT:

LARGE APPAREL OF GEORGIA, INC

By: 
Its: Laura Weil
Chief Executive Officer

Attest: _____
Its: _____

[Corporate Seal]

SHOPPING CENTER LEASE AGREEMENT

THE MALL WEST END
ATLANTA, GEORGIA

Between

HT WEST END, LLC,

As Landlord

and

LARGE APPAREL OF GEORGIA, INC.

As Tenant

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SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (the "Lease") is made and entered into entered into this ____ day of March, 1998, by and between HT WEST END, LLC a Georgia limited liability company (the "Landlord"); and LARGE APPAREL OF GEORGIA, INC. a Georgia corporation (the "Tenant").

WITNESSETH:

For and in consideration of the obligation of Tenant to pay Rent as herein defined and provided and to perform and observe the other terms, covenants and conditions hereof, Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, the Demised Premises (as hereinafter defined), to have and to hold said Demised Premises on the terms and conditions herein provided.

ARTICLE I DEFINITIONS

In addition to other terms which are elsewhere defined in this Lease, the terms defined in this Article I when used in this Lease with the first letter of each word capitalized shall have the meanings set forth in this Article, and only such meanings, unless such meanings are expressly limited or expanded elsewhere herein.

1.1 Premises, Term, Guaranteed Rent, Deposits, Use, Trade Name.

- (a) Demised Premises or Premises: That portion of the Shopping Center identified as the Premises on the Plot Plan attached hereto as Exhibit, "A" and incorporated herein by this reference, containing approximately 5282 square feet (with a frontage on the enclosed mall of not less than approximately 55 lineal feet), commonly known as 805 Ralph David Abernathy and being part of a building located in the Shopping Center (as hereinafter defined) (any measurements therein specified being from the exterior of outside walls of the building and to the center of interior walls).
- (b) Lease Term or Term: The period commencing with the date of this Lease and ending January 31, 2004. In the event the Rent Commencement Date does not fall on the first day of a calendar month, then the Term shall be calculated from the first day of the calendar month immediately following the Rent Commencement Date.
- (c) Rent Commencement Date: The first to occur of: (i) the date thirty (30) days following the date of this Lease; and (ii) the date upon which Tenant opens the Demised Premises to the public; and (iii) April 15, 1998, subject to Unavoidable Delay.
- (d) Scheduled Completion Date: The date of this lease.
- (e) Minimum Guaranteed Rent, Minimum Rent or Guaranteed Rent:
 - (i) For each of the second and third Lease Years (as hereinafter defined) \$47,538.00 per annum payable in equal monthly installments of \$3,961.50;
 - (ii) for each of the fourth and fifth Lease Year(s), \$52,820.00 per annum payable in equal monthly installments of \$4,401.67; and
 - (iii) for each remaining Lease Year, if any (in the event Tenant exercises Tenant's right to extend pursuant to Article XIX), \$63,384.00 per annum payable in equal monthly installments of \$5,282.00; all payable in advance as provided in Article III, below.
- (f) Estimated initial monthly payments of certain other Rent, each subject to change as described later in this Lease:
 - (i) Tenant's Proportionate Share of Operating Expenses (hereinafter defined): \$1,545.43;
 - (ii) Tenant's Proportionate Share of Taxes (hereinafter defined): \$264.10;
 - (iii) Tenant's Proportionate Share of Insurance Premiums (hereinafter defined): \$132.05;
 - (iv) Tenant's current Merchants Association Dues (hereinafter defined): \$264.10.
- (g) Percentage Rent Rate: 6% for the first Lease Year, 5% for each Lease Year thereafter.
- (h) Advance Deposit: n/a
- (i) Security Deposit: n/a
- (j) Tenant's Trade Name: Ashley Stewart Woman Sizes 14-26 or The Essence of Body & Soul.
- (k) Permitted Use of Premises: The retail display and sale of female ready to wear, large/plus size clothing and related accessories and furnishings, lingerie, perfume, health and beauty aids, handbags, shoes, scarves, cosmetics, wigs and costume jewelry (including precious metals), gifts and boutique items. Tenant may perform alterations on apparel sold at the Leased Premises.
- (l) Tenant's Mailing Address: 100 Metro Way, Secaucus, NJ 07094 Attention: Jeffrey Alan Klein, Esq.
(This is in addition to and concurrent with Tenant's address at the Demised Premises)

1.2 Other Definitions.

- (a) Common Area: Those areas, facilities, improvements, equipment and installations in, on or of the Shopping Center, including the Parking Area, which are so identified by Landlord from time to time, including, without limiting the generality of the foregoing, driveways, walkways, loading areas, concourses, malls, community room(s), planted or landscaped areas, sidewalks, curbs, truckways, delivery passages, loading areas, malls, public toilets, private streets and alleys, lighting facilities, drinking fountains and the like, but excluding space in buildings (or future buildings) designated by Landlord as being for rental or commercial purposes as the same may exist from time to time, and further excluding streets and alleys maintained by a public authority. Nothing contained in this definition of Common Area shall in any way grant, convey or imply any right or interest in or to the Common Area to any person or entity or be deemed to limit or restrict Landlord's absolute right from time to time to impose and enforce restrictions, rules, regulations, limitations and/or controls on all or any portion of the Common Area or to change the designation of any portion or portions of the Common Area, all as hereinafter provided.
- (b) Gross Rentable Area: The total floor area of all buildings in the Shopping Center designated by Landlord as being for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, all as determined by Landlord.
- (c) Landlord's Extended Parties: Any one or more of Landlord's officers, directors, shareholders, members, managers, principals, employees, invitees, agents, sub-tenants, licensees, suppliers, visitors, customers or concessionaires, or of any other person entering the Shopping Center under express invitation of Landlord.
- (d) Lease Year: The period of twelve (12) consecutive calendar months beginning on the Rent Commencement Date and each twelve (12) consecutive calendar month period thereafter during the Lease Term.
- (e) Parking Area or Parking Areas: The paved areas of the Shopping Center used solely for parking automobiles or service vehicles or for access or egress to or from such areas.
- (f) Ready for Occupancy: When Landlord determines, in Landlord's sole discretion, that Landlord's work on the Demised Premises described in this Lease, if any, has been substantially completed (except for minor finishing portions) or that the Premises are otherwise ready for occupancy by Tenant.
- (g) Rent: Minimum Guaranteed Rent, Percentage Rent, Tenant's Proportionate Share of Taxes, Tenant's Proportionate Share of Operating Expenses, Tenant's Proportionate Share of Insurance Premiums, Merchants Association Dues, Mall HVAC Charge, utility charges, late fees, interest, charges, costs, reimbursements, and each and every other payment or financial obligation from Tenant to Landlord hereunder, whether or not expressly provided to be Rent herein, and including without limitation any amount(s) owed by Tenant pursuant to any prior lease for the Premises or any portion thereof which have not been paid in full.
- (h) Shopping Center: The real estate described in Exhibit "B" attached hereto and incorporated herein by this reference and commonly known as the Mall West End, 850 Oak Street, Atlanta, Georgia 30310, together with any and all improvements constructed or to be constructed thereon.
- (i) Tenant's Extended Parties: Any one or more of Tenant's employees, agents, sub-tenants, licensees, suppliers, visitors, customers or concessionaires, or of any other person entering the Shopping Center under express or implied invitation of Tenant.
- (j) Tenant's Proportionate Share: The ratio that the total floor area of the Demised Premises bears to the Gross Rentable Area.
- (k) Unavoidable Delay: Any delay by reason of war, civil commotion, acts of God, strikes or other labor disputes, Governmental restrictions, regulations or interference, fire or other casualty, or other reasons likewise beyond the control of a party, whether or not similar to any of the above-enumerated.

ARTICLE II LOCATION, PREPARATION AND ACCEPTANCE OF DEMISED PREMISES

2.1 Location and Landlord's Delivery of Premises. The Demised Premises are located substantially as shown on Exhibit "A". Landlord hereby tenders possession of the Demised Premises to Tenant as Ready for Occupancy.

2.2 Submission and Approval of Tenant's Plans and Specifications. Tenant agrees, at its sole cost and expenses, to substantially renovate the Premises at a cost to Tenant of not less than \$100,000.00. Tenant agrees to use its best efforts to open its store in the Demised Premises no later than April 1, 1998. Within fifteen (15) calendar days after the date of this Lease, Tenant agrees to submit to Landlord, for Landlord's approval, plans and specifications, in such detail as Landlord may reasonably request, covering all work to be performed by Tenant in the Demised Premises. Landlord's approval of such plans and specifications shall not be unreasonably withheld. Landlord shall respond to Tenant's plans and specifications ("Tenant's Plans") for Tenant's initial improvements to the Leased Premises or for any alterations, additions or improvements proposed during the lease term within ten (10) days of their presentment or Tenant's Plans shall be deemed approved. Tenant shall have no obligation to pay Landlord for any cost or expense incurred by Landlord or Landlord's Architect, in reviewing Tenant's Plans. Landlord hereby consents that Tenant may use Tenant's storefront design, as shown on Exhibit D attached hereto, which contains an elliptical front that extends not more than four (4) feet into the Common Area of the Shopping Center. Wherever Landlord's approval is required

with respect to Tenant's plans, said approval shall not be unreasonably withheld or delayed. Tenant or its contractors shall not be required to furnish any performance, labor or material payment bond(s).

2.3 Tenant's Acceptance of Demised Premises. Tenant has inspected the Premises and acknowledges that the Premises are acceptable to Tenant and suitable for Tenant's intended use "as is" and "where is" and Tenant hereby accepts the Demised Premises in their present condition as suitable for use and occupancy by Tenant as of the Rent Commencement Date. By occupying the Demised Premises, Tenant shall be deemed to have accepted the same as Ready for Occupancy and suitable for use and occupancy by Tenant and to have acknowledged that the same fully comply with Landlord's covenants and obligations hereunder. In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect shall be conclusive.

2.4 Tenant's Work at Demised Premises. Tenant agrees to proceed with due diligence to perform all improvements to be made by Tenant as provided above and to install its fixtures, furniture and equipment and to perform such work as is reasonably necessary for Tenant to open the Demised Premises to the general public for business. All work performed by or on behalf of Tenant shall be performed in accordance with the provisions of Article VI and Article VII below. Except as may be expressly provided to the contrary below, Tenant agrees to open the Demised Premises to the public for business within thirty (30) calendar days after the same are Ready for Occupancy. Tenant shall provide Landlord with written notice of the date on which Tenant opens the Demised Premises to the public.

2.5 Intentionally deleted. Intentionally deleted.

2.6 Landlord's Authority. Landlord represents that to the best of Landlord's knowledge and belief that Landlord's title to the Leased Premises is not subject to any covenant, agreement, reservation, lien, easement, restriction and/or encumbrance which would prohibit Tenant from using the Leased Premises in accordance with the Permitted Use and that the Leased Premises are presently zoned, and are in conformity with applicable law, so as to permit: (i) the operation of a retail store business in the Leased Premises upon the completion of Tenant's work in accordance with the provisions hereof; (ii) the Leased Premises to be lawfully used for retail sales to the public of merchandise and services as set forth herein; and (iii) sufficient parking to comply with applicable zoning codes. Landlord has the right and lawful authority to enter into this Lease and perform Landlord's obligations hereunder, including, but not limited to the right and lawful authority to terminate any right of any present or prior tenant of the Premises and deliver possession thereof to Tenant.

2.7 Intentionally deleted.

ARTICLE III RENT

3.1 Payment of Rent. Rent shall accrue hereunder from the Rent Commencement Date and shall be payable to the Landlord, care of AB&E, Inc., Agent, at 2021 Monroe Drive, NE, Atlanta, Georgia 30324, or such other place as Landlord may from time to time designate. Tenant shall pay to Landlord the Minimum Guaranteed Rent in monthly installments, in advance, due and payable on or before the first day of each calendar month during the Term. All Rent for which a due date is not otherwise specified in this Lease shall be due and payable on demand or together with the next succeeding installment of Minimum Guaranteed Rent, whichever shall first occur. All Rent shall be paid to Landlord by Tenant without any offset, deduction, notice or demand whatsoever. Tenant hereby waives any and all remedies of Rent abatement or offset, application of Rent to eliminate actual or alleged defaults of Landlord, and withholding of Rent until elimination of actual or alleged defaults of Landlord and Tenant agrees that such remedies shall not be available to Tenant under this Lease. No payment by Tenant, nor any writing accompanying any payment, shall be deemed an accord and satisfaction, and Tenant may make any payment without prejudice to Tenant's right to recover an overpayment or to pursue any other remedy provided in this Lease or available by law or without prejudice to Landlord's right to recover underpayment or to pursue any other remedy provided in this Lease or available by law.

3.2 Cost of Living Adjustments. Intentionally deleted.

3.3 Percentage Rent.

- (a) Percentage Rent For the First Lease Year: In lieu of Minimum Guaranteed Rent for the first Lease Year, and subject to the provisions of paragraph 19.1, below, Tenant shall pay to Landlord percentage rent ("Percentage Rent") in an amount equal to the product of the applicable Percentage Rent Rate specified in Article I multiplied by the total Gross Sales (as hereinafter defined) made in or from the Demised Premises during such Lease Year. The Percentage Rent shall be paid in monthly installments as follows: on or before the 20th day of each calendar month during the first Lease Year, Tenant shall pay to Landlord a sum of money equal to the product of the applicable Percentage Rent Rate multiplied by the total Gross Sales made in or from the

Demised Premises during the immediately preceding Calendar month. Landlord and Tenant shall reconcile any over or under payment of monthly installments of Percentage Rent during the first Lease Year within thirty (30) days after receipt by Landlord of the certified annual report of sales required by Article IV.

- (b) Percentage Rent for all other Lease Years. For all periods after the first Lease Year, in addition to the Minimum Guaranteed Rent, Tenant shall also pay to Landlord Percentage Rent for each Lease Year, or portion thereof, during the Term of this Lease in an amount equal to the excess, if any, of the product of the applicable Percentage Rent Rate specified in Article I multiplied by the total Gross Sales (as hereinafter defined) made in or from the Demised Premises during such Lease Year over the Minimum Guaranteed Rent paid by Tenant to Landlord for such Lease Year. The Percentage Rent shall be paid in annual installment as follows: on or before the 60th following the end of each Lease Year during the Term of this Lease, Tenant shall pay to Landlord, after deducting therefrom the Minimum Guaranteed Rent paid for such Lease Year, a sum of money equal to the product of the applicable Percentage Rent Rate multiplied by the total Gross Sales made in or from the Demised Premises during such Lease Year. In no event, however, shall the Percentage Rent to be paid by Tenant and retained by the Landlord for any Lease Year be less than the annual Minimum Guaranteed Rent elsewhere herein specified for such Lease Year. Payments of Percentage rent for any period less than a full Lease Year shall be based on the actual Gross Sales during such period as offset by Minimum Guaranteed Rent paid for such period.

3.4 Gross Sales. The term "Gross Sales" as used herein shall be construed to include the entire amount of the sales price, whether for cash or otherwise, of all merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted in or from the Demised Premises, including deposits not refunded to purchasers, all orders filled or taken at the Demised Premises (even though filled elsewhere), sales to employees, sales through vending machines or other devices, and sales by any sublessee, concessionaire or licensee or otherwise in or from the Demised Premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made, irrespective of the time when Tenant shall receive payment from its customer. Gross Sales shall not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority where the amount of such tax is separately charged to the customer and paid by Tenant directly to the taxing authority, or to a member of the Federal Reserve Bank system for the benefit of the taxing authority, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consuming a sale which has theretofore been made at, in, from or upon the Demised Premises and/or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Tenant, nor sales of Tenant's fixtures. A deduction shall be allowed for uncollectible credit accounts which are written off by Tenant, but any subsequent collections thereon shall be added back to Gross Sales when received. The following shall be excluded from Gross Sales: (i) bona fide close out or bulk sales of inventory to jobbers or wholesalers; (ii) sales to employees of Tenant or its parent company or affiliates at a discount; (iii) shipping charges separately stated; (iv) proceeds of the bulk sale of substantially all of the assets of Tenant at the Leased Premises; (v) proceeds of insurance or condemnation; (vi) the unpaid balance of any credit or check sale which is written off as uncollectible in accordance with generally accepted accounting principles; (vii) proceeds of sale of trade equipment or fixtures, including track lighting; (viii) proceeds of sales from vending machines installed for the convenience of employees of Tenant; (ix) lay-away sales, except to the extent of amounts actually received by Tenant; (x) the amount of all discounts, returns, refunds, credits, allowances and adjustments made to Tenant's customers; (xi) financing and credit card charges payable by Tenant to credit card companies; (xii) finance charges on credit card sales payable to Tenant by Tenant's customers; (xiii) the amounts of all retail sales taxes, including federal, city, county or state sales tax, luxury or excise tax; (xiv) the amount of returns to shippers or manufacturers for credit; (xv) sums and credit received from shippers or manufacturers in settlement of claims for loss or damage merchandise; and (xvi) the exchange or transfer of inventory between the Leased Premises and any store owned by Tenant or any parent, affiliate or subsidiary of Tenant, where such exchange or transfer is made for the convenient operation of Tenant's business and not for the purpose of avoiding a sale which would otherwise be included in Gross Sales.

3.5 Late Payments. Any Rent payment tendered more than ten (10) calendar days after the date such payment is due on more than one occasion in any Lease Year shall be accompanied by a late charge equal to ten percent (10%) of the amount of the payment due. Such late charge shall be payable on demand and shall constitute Rent hereunder. Nothing in this subparagraph 3.6 shall be interpreted to require Landlord to accept late payments. If three times during the Lease Term a check of or tendered by Tenant shall not be paid immediately upon presentation, Landlord may require, by giving written notice to Tenant, (and in addition to any other remedy or remedies hereunder) that any one or more, or all, future Rent payments are to be made by certified check, cashier's check, wire transfer, or money order (any one or more of the preceding, "Immediate Funds"). In the event that Landlord requires less than all future payments of Rent be made by Immediate Funds, then Landlord shall have the right to demand payment by Immediate Funds if any subsequent check of or tendered by Tenant is not paid immediately upon presentation. As to any payment or payments of Rent

which Landlord has required be paid by Immediate Funds: (i) the delivery of Tenant's personal or entity check will not constitute a payment of any Rent due under this Lease; and (ii) any acceptance of Tenant's personal or entity check by Landlord shall not be construed as a waiver of Landlord's right to insist on payment by Immediate Funds and to refuse subsequent personal or entity checks of Tenant, all as provided above.

ARTICLE IV SALES REPORTS AND RECORDS

4.1 Delivery of Sales Reports by Tenant. On or before the 20th day of each calendar month during the Term of this Lease, Tenant shall prepare and deliver to Landlord at the place where the Rent is then payable, a statement of Gross Sales during the preceding calendar month. In addition, within sixty days after the expiration of each Lease Year and within sixty (60) days after the termination of this Lease, Tenant shall prepare and deliver to Landlord at the place where the Rent is then payable, a statement of Gross Sales during the last preceding Lease Year (or any unreported portion thereof preceding expiration or termination hereof) (i) certified to be correct by an independent Certified Public Accountant; or (ii) certified to be correct by the chief financial officer of Tenant, together with copies of all sales reports delivered to the State, County, City or other government authorities with jurisdiction thereover, which indicate the Gross Sales from the Premises. Tenant shall furnish similar statements for its licensees, concessionaires, and sub-tenants, if any, and all such statements shall be in such form and contain such details as Landlord may reasonably require.

4.2 Maintenance of Sales Records. Tenant and each sub-tenant, licensee, or concessionaire of Tenant shall keep in the Demised Premises or at the principal office of the Tenant, a permanent, accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the Demised Premises, including: cash register tapes; sales slips; order records; records of transactions with sub-tenants, concessionaires and licensees; shipping records; records of merchandise returned; tax reports; banking records; and such other records as may be needed to permit an effective audit of sales. All such records shall be retained and preserved for at least twenty-four months after the end of the Lease Year to which they relate, and shall be subject to inspection and audit by Landlord and its agents at all reasonable times.

4.3 Landlord's Right to Audit. In the event Landlord is not satisfied with the statements of Gross Sales as submitted by Tenant, Landlord shall have the right to have auditors of Landlord's choice make an audit of all books and records, wherever located, pertaining to sales made in or from the Demised Premises. If such special audit finds the figures submitted by Tenant to be understated to an extent of four (4%) per cent or more from the figures established by such special audit, Tenant shall pay for such special audit, and if such audit proves Tenant's statements are not understated to an extent of four (4%) per cent or more, the expense of such audit shall be borne by Landlord. Tenant shall promptly pay to Landlord any deficiency and audit expense or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such audit. Landlord may audit Tenant's books of account and records concerning Gross Sales for the Leased Premises only, not more than once in any Lease Year and on not less than ten (10) days prior notice to Tenant. Such audit shall be conducted at the place where Tenant maintains its records of Gross Sales for the Leased Premises. Notwithstanding anything contained herein to the contrary, Tenant may keep business records and record sales in the manner which said records are maintained and sales are recorded at a majority of Tenant's other stores in the State of Georgia and in accordance with generally accepted accounting principles.

ARTICLE V COMMON AREAS

5.1 Landlord's Reservation of the Common Areas. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, including changes to access points, parking layout, location of employee parking areas, traffic flow and landscaping, as well as the dimensions, architectural treatment, location, identity and type of any or building or buildings in the Shopping Center, and to construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center. Landlord also reserves the right to dedicate portions of the Common Area and other portions of the Shopping Center (excepting only the Demised Premises) for street, park, utility and other public purposes. Use of the roof is reserved to the Landlord, and Landlord may install equipment, signs, antenna, displays and other objects upon the roof and may construct additional stories above the Demised Premises, provided such use does not unreasonably interfere with Tenant's occupancy. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Landlord shall not construct or place a kiosk in any portion of the area created by extending Tenant's side lease lines across the entire width of the enclosed mall. Landlord shall make no changes to the Common Areas or the Leased Premises which (i) will change the layout of the Leased Premises; (ii) will materially adversely affect access to the Leased Premises or the visibility of the Leased Premises or the frequency of pedestrian traffic passing in front of the Leased Premises; (iii) will reduce the Parking Areas provided by Landlord in the Shopping Center or in reasonable proximity thereto to less than one automobile for each 300 square feet of Gross Rentable Area within the Shopping Center, adjusted and weighted on the following basis: 100% for all ground floor space and 50% for all other space; or (iv) would result in the placement of trees and/or

other shrubbery in front of Tenant's Leased Premises which shall materially impede pedestrian traffic or affect the access to, or visibility of the Leased Premises.

5.2 Tenant's Acceptance and Use of the Common Areas. Tenant acknowledges the existence of the Common Area of the Shopping Center as defined in Article 1 above. Tenant will not obstruct in any manner any portion of the Common Areas and will not use the Common Areas in any manner, directly or indirectly, for the location or display of any property belonging to Tenant or appertaining, directly or indirectly, to the operation by Tenant of the store in the Demised Premises. Tenant will take no action which would interfere with the rights of other persons to use the Common Area. Tenant will not solicit business or locate or display merchandise within the Common Area. Tenant will not distribute handbills in the Common Area. Tenant, and its employees, customers, subtenants, licensees, invitees and concessionaires shall have the non-exclusive right to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons entitled to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas in which automobiles owned by Tenant, its agents, employees, sub-tenants, licensees and concessionaires shall be parked. Upon request by Landlord, Tenant will furnish to Landlord from time to time a complete list of the license numbers of all automobiles operated by Tenant, its agents, employees, sub-tenants, licensees or concessionaires. Tenant shall have the right to place three (3) signs (not larger than 22" x 28") on easels provided by Landlord located in the Common Areas of the Shopping Center for a period of two (2) months after the store opens for business with the public. Subject to Landlord's reasonable rules and regulations, Landlord will permit no more than one employee of Tenant at any one time to hand out fliers in the common mall area during no more than eight (8) of the first thirty calendar days which Tenant is open to the public. All such fliers shall be in good taste and professionally prepared, and each person handing out such fliers shall be professionally and appropriately dressed and shall comport himself or herself in a dignified and professional manner.

5.3 Mall HVAC Charge. In addition to Tenant's share of the Operating Expenses (as hereinafter defined), Tenant agrees that Landlord, at Landlord's discretion, may from time to time charge Tenant for a contribution to the utility and regular servicing cost of the HVAC Systems for the enclosed mall ("Mall HVAC Charge") computed at the annual rate of twenty five cents per square foot of floor area of Demised Premises. Such charges shall be paid by Tenant to Landlord as Rent in equal monthly installments in advance on or before the first day of each calendar month during the term of this Lease. If Landlord elects to so bill the Mall HVAC Charge, then Landlord shall not include costs of utility and regular servicing of the HVAC Systems for the enclosed mall in Operating Expenses. Landlord may adjust the amount of the Mall HVAC Charge from time to time subject to the limitations provided in Article XII, below.

ARTICLE VI USE AND CARE OF PREMISES AND TENANT'S COVENANTS

6.1 Operation of Tenant's Business at the Premises. Except as may be otherwise provided herein, the Demised Premises shall be used and occupied only for the purpose or purposes described and defined as the Permitted Use of Premises in Article 1 and for no other purpose or purposes without the prior written consent of Landlord, which consent Landlord may grant or deny in Landlord's sole and absolute discretion. Tenant shall use the Tenant's Trade Name and no other trade name in the transaction of business in the Demised Premises without the prior written consent of Landlord, which consent Landlord may grant or deny in Landlord's sole and absolute discretion; provided, however, that Tenant may change its tradename at any time throughout the term of this Lease without Landlord's consent provided such tradename is used by a majority of Tenant's stores in the State of Georgia. Tenant shall not at any time during the Lease Term leave the Demised Premises vacant, but shall in good faith continuously conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased. Tenant shall operate its business in an efficient, dignified, high class and reputable manner, so as to produce the maximum amount of profitable sales from the Demised Premises, and Tenant shall, except during reasonable periods of repairing, cleaning and decorating, keep the Demised Premises properly equipped with fixtures and stocked with an adequate supply of merchandise. All property kept, stored, or maintained within the Premises by Tenant shall be at Tenant's sole risk. Tenant will keep its store in the Demised Premises open for business with the public, with adequate personnel in attendance, each day and night during all of the hours which Landlord from time to time designates that the Shopping Center is open for business except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation. If the Demised Premises has access other than through the enclosed mall, then this paragraph shall not limit Tenant's right to open for additional hours so long as all access is through such other entrances and any door between the Premises and the enclosed mall is locked and unavailable for use, and Tenant agrees, without limiting any other provision of this Lease, to pay to Landlord any costs of Landlord associated with any customer or invitee of Tenant entering or disturbing the enclosed mall after hours. In no event shall Tenant be required to be open for business on any days, and during any hours where the operators occupying the spaces currently occupied by Sears or Maxway or any tenant in the Shopping Center occupying 30,000 contiguous square feet, (each referred to herein as a "Major Tenant" and collectively, as the "Major Tenants") or tenants occupying at least fifty (50%) percent of the remaining gross leasable area of the Shopping Center are not similarly open for business. In each Lease Year, Tenant may close for a period of time reasonably necessary in order to take inventory, make repairs, renovate or redecorate,

provided, however, that such period shall not exceed ten (10) days in the aggregate in any Lease Year unless Landlord has consented thereto.

6.2 Use and Care of Premises by Tenant-Prohibitions. Tenant shall not, without Landlord's prior written consent which consent Landlord may grant or deny in Landlord's sole and absolute discretion: (i) represent or advertise that it regularly or customarily sells merchandise at "manufacturer's", "distributor's", "wholesale", "warehouse", "discount", "fire sale", or "bankruptcy sale", or similar prices or other than at retail or at regular prices less than those at which the same or similar merchandise is generally offered to the public, without first providing to Landlord evidence satisfactory to Landlord, in Landlord's sole discretion, of the accuracy and veracity of such claims; (ii) conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business", "lost our lease" or similar sales or operate within the Demised Premises a "factory outlet" store, a cooperative store, a "second hand" store, a "discount house or store" or a "clearance center"; (iii) use for location and display of any property belonging to Tenant any area not located within confines of the Demised Premises or place or maintain any merchandise or other articles on the footwalk adjacent to the Demised Premises or anywhere outside of the Demised Premises; (iv) use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be directed or otherwise extend beyond the interior of the Demised Premises; (v) cause or permit objectionable odors to emanate or be dispelled from the Demised Premises; (vi) permit undue accumulations of garbage, trash, rubbish and other refuse at or about the Demised Premises, or fail to remove the same at its own expense in the manner and to the areas prescribed therefor by Landlord, or fail to keep such refuse in proper containers on the interior of the Demised Premises until removed; (vii) load or unload nor permit the loading or unloading of merchandise, supplies or other property or the removal or handling of garbage and trash at or to the Demised Premises except in the manner and areas prescribed by Landlord from time to time, nor permit the parking or standing outside of said area of trucks, trailers or other vehicles or equipment engaged in such loading, unloading, removal or handling; (viii) suffer, permit or commit any waste or any nuisance or trespass, public or private, at or about the Demised Premises or the Shopping Center; (ix) park or permit any of Tenant's employees to park any vehicle on Landlord's property except in such places as may be designated by Landlord for the use of Tenant and its employees; (x) use the Demised Premises for any illegal purpose or for any purpose which violates any other lease in the Shopping Center; (xi) operate an incinerator nor burn trash or garbage at, around or within the Shopping Center; or (xii) keep anything within the Demised Premises, or use the Demised Premises, for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or on other parts of the Shopping Center; provided, however, that if Landlord should consent to such use and occupancy by Tenant, then Tenant shall pay, on demand, as Rent all additional insurance costs resulting from such use and occupancy.

6.3 Use and Care of Premises-Tenant's Affirmative Obligations. Tenant shall: (i) keep the inside and outside of all glass in the doors and windows of the Demised Premises clean; (ii) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Demised Premises; (iii) keep all exterior surfaces of the Demised Premises which are not Landlord's responsibility, and any sidewalks, service-ways and loading areas adjacent to the Demised Premises, neat, clean and free from dirt and rubbish at all times; (iv) replace promptly at its own expense with glass of at least like kind and quality any plate glass or window glass of the Demised Premises which may become cracked or broken; (v) maintain the Demised Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (vi) procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises; (vii) comply with and cause the Demised Premises to comply with, each and every current and future law and ordinance, order, rule, regulation and contractual requirement of the government of the United States and of any state, county and municipality in which the Demised Premises are located, and any other applicable unit of government or any agency thereof having jurisdiction therefor or thereover, any of which affect or apply to Tenant or the Demised Premises, or both, or relate to the improvement, use or occupancy of the Demised Premises by Tenant arising out of Tenant's manner of use; (viii) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, of Landlord's insurance companies and any other organizations establishing insurance rates and of any public or private agency having authority or influence over insurance rates; (ix) comply with and be responsible for causing its employees, sub-tenants, licensees, and concessionaires to, comply with all reasonable rules and regulations which Landlord, in its sole discretion, may prescribe for the Shopping Center; and (x) maintain all display windows in a neat, attractive condition, and keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Demised Premises lighted during all times when the Shopping Center is open to the public or as otherwise requested by Landlord; provided, however, that Tenant shall not be limited from keeping its windows and signs lighted for additional hours. Tenant shall be obligated to keep its show windows lit only during its required hours of operation.

6.4 Use and Care of Premises-Matters On or Visible from Exterior. Tenant shall not, without Landlord's prior written consent which consent Landlord may grant or deny in Landlord's reasonable discretion: (i) make any changes to the store front of the Demised Premises; (ii) install any exterior lighting or awnings, or any exterior decorations or paintings; (iii) install any drapes, blinds, shades or other coverings on exterior windows and doors; (iv) affix any window or door lettering, sign, decoration, advertising matter or any other thing of any kind to any window or door glass; (v) place or suffer to be placed or maintain on the exterior of the Demised Premises any sign, advertising matter

or other thing of any kind except as expressly provided below; (vi) erect or install any signs, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Demised Premises except as expressly permitted below; (vii) paint or decorate any part of the exterior of the Demised Premises, or change the architectural treatment thereof; or (viii) solicit business or locate or display merchandise at any place on the exterior of the walls enclosing Tenant's store building or on or in any areas on the Demised Premises exterior to Tenant's store building.

6.5 Signs and Display Windows. Tenant shall, if requested by Landlord, install an exterior sign in area reserved therefor, conforming to the general appearance of other signs in the Shopping Center. Tenant may also erect and maintain on the interior of the Demised Premises dignified displays of customary type for its display windows. Tenant will maintain any and all such items as may be approved in good condition and repair at all times. Tenant shall keep all signs and display window installations maintained in good condition and in proper operating order at all times. In addition to Tenant's storefront sign, Landlord hereby consents that Tenant may install an additional interior back-lit sign near the storefront stating "SIZES 14-26". If during any remodeling, repair or expansion of the Shopping Center (the "Work"), it is necessary for Landlord to remove Tenant's storefront sign (the "Permanent Sign"), or to install scaffolding or other aids for performing the Work that obscures the Permanent Sign in whole or in part, then Landlord may do so, provided Landlord complies with the requirements set forth as follows: (A) Permanent Sign. Removal of the Permanent Sign shall be subject to the following conditions: (i) Landlord shall, at its sole cost and expense, remove the Permanent Sign in a careful manner so as not to damage it, and store it in an appropriate facility; (ii) As soon as the Work has progressed to the point that the Permanent Sign can be reinstalled, Landlord, at Landlord's sole cost and expense, shall reinstall the Permanent Sign at its former location; and (iii) Landlord, at Landlord's sole cost and expense, shall promptly repair any damage to the Permanent Sign which occurs during the removal, storage, or reinstallation thereof. (B) Temporary Sign. If the Permanent Sign is removed or blocked by scaffolding or other Work for a period in excess of two (2) days, then Landlord, at Landlord's sole cost and expense, shall provide a temporary sign to advertise Tenant's business. Such temporary sign shall be as similar as reasonably possible in both size and style to the Permanent Sign, and shall be installed by Landlord in a location as near as reasonably possible to the location from which the Permanent Sign was removed or blocked, consistent with the goal of achieving maximum visibility for such temporary sign. Tenant's trade name shall be listed on all mall directories, at no cost to Tenant, within thirty (30) days after Tenant opens the Leased Premises for business with the public.

6.6 Hazardous Materials. To the best of Landlord's knowledge and belief, there are no Hazardous Materials (as hereinafter defined) at the Premises as of the date of this Lease except for ACBM as described in Article VII, below. To the best of Landlord's knowledge and belief, there are no Hazardous Materials (as hereinafter defined) at the Premises as of the date of this Lease except for ACBM as described in Article VII, below. Tenant shall keep the Premises free of Hazardous Materials, shall not use the Premises to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, and shall not cause or permit a Release (as hereinafter defined) in, upon, over, from or under the Premises. Tenant shall comply with, and ensure compliance by all other parties with all applicable Environmental Laws (as hereinafter defined) relating to or affecting the Premises, and Tenant shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws. Tenant shall obtain and shall at all times continue to obtain and maintain all licenses, permits and other governmental or regulatory actions ("Permits") necessary to comply with Environmental Laws and Tenant shall at all times remain in full compliance with the terms and provisions of the Permits. Tenant shall immediately give Landlord both oral and written notice in the event that Tenant receives a notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises and Tenant shall immediately conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws. In the event Landlord has reason to believe that Tenant has violated any of the covenants contained in this paragraph 6.6, or that the Premises are not in compliance with the Environmental Laws for any reason, or that the Premises are not free of Hazardous Materials for any reason, Tenant shall immediately take such steps as Landlord requires by written notice to Tenant to confirm the existence or non-existence of such conditions or occurrences, including, without limitation, the preparation of environmental studies, surveys or reports. In the event that Tenant fails to take such action, Landlord may take such action as Landlord deems necessary, and the cost and expenses of all such actions taken by Landlord, including, without limitation, Landlord's attorney's fees, shall become Rent hereunder. For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes any substance or material defined or described as a Hazardous Substance or any similar term by, in or for the purposes of the Environmental Laws, including, without limitation, Section 101(14) of CERCLA (hereinafter defined), and including without limitation petroleum, petroleum products and petroleum compounds; (ii) "Release" shall have the meaning given such term, or any similar term, in the Environmental Laws, including, without limitation, Section 101(22) of CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean any "Super Fund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated thereunder or in connection therewith: the Super Fund

Amendments and Reauthorization Act of 1986 ("SARA"); The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). Tenant hereby warrants and represents to Landlord that there is no action, suit, investigation or proceeding now pending or, to the best knowledge of the Tenant, threatened against Tenant (or against any other party in any way related to Tenant) seeking to enforce any right or remedy under any of the Environmental Laws. Notwithstanding anything contained in this paragraph 6.6 to the contrary, Tenant shall not be responsible for any Hazardous Materials on, from or affecting the Premises which were present at the Premises before Tenant first took possession of the Premises pursuant to Tenant's first lease or which were not Released in, upon, over, from or under the Premises by Tenant or any of Tenant's Extended Parties. Notwithstanding anything contained in this paragraph 6.6 to the contrary, Tenant shall not be responsible for any Hazardous Materials on, from or affecting the Premises which were present at the Premises before Tenant first took possession of the Premises or which were not Released in, upon, over, from or under the Premises by or at the behest of Tenant or any of Tenant's Extended Parties. Landlord shall be responsible for abating any friable ACBM which is disturbed and required to be abated pursuant to the Environmental Laws unless such abatement is necessitated due to the negligent act of Tenant or Tenant's Extended Parties. All Rent and other charges shall abate for any period during which Tenant is not open to the public because of abatement of ACBM which is Landlord's responsibility hereunder.

6.7 Merchant's Association. Tenant agrees that it will join and maintain membership in any Merchants Association of the Shopping Center and its successors ("Merchants Association") and will pay such dues and assessments as may be fixed and determined from time to time by the Merchants Association ("Merchants Association Dues") and will comply with such other bylaws, rules and regulations as may be adopted from time to time by the Merchants Association. Tenant shall take all such actions as may be necessary to remain in good standing in the Merchants Association and shall participate and cooperate in all activities of the Merchants Association, including without limitation advertising in special Merchants Association newspaper sections or advertisements, special sales and promotions. The aggregate increase in Tenant's Merchant's Association Dues for any calendar year or portion thereof as calculated per the provisions of this Article shall be limited to five percent per year (5%/Yr.) in any calendar year or portion thereof which has been completed. Landlord warrants that over 85% of the other tenants at the Shopping Center are required to maintain membership in the Merchant's Association and that Landlord will use its best efforts to insure that said minimum percentage is maintained in all future leasing of space in the Shopping Center.

6.8 Tenant to Operate HVAC Systems Before Opening Store. Tenant covenants that prior to unlocking or opening any doorways or openings connecting the Demised Premises with any portion of the enclosed mall, the HVAC Systems, as appropriate to the season, shall have been in operation for sufficient time to bring the Demised Premises to design conditions; and that during all such time as said doorways or openings shall remain unlocked, the HVAC Systems will operate to said design conditions and maintain a static pressure within the Demised Premises greater than the static pressure in any adjoining portion of the enclosed mall.

6.9 Tenant's Non-Compete. Tenant acknowledges that Tenant's Permitted Use of the Premises, Tenant's expertise in operating its store for that use at the Premises and Tenant's obligation to pay Percentage Rent hereunder were each a material inducement to Landlord to enter into this Lease and, in furtherance thereof, to operate in a manner which will maximize Tenant's profitable Gross Sales at the Premises. Accordingly, during the Term of this Lease, neither Tenant nor any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant shall, either directly or indirectly, own, operate, or have any financial interest in, either by itself or with others, a business which engages in substantially the same activities or sells substantially similar merchandise as the business to be conducted at the Demised Premises using the same trade name used by Tenant at the Demised Premises within a three (3) mile radius of the perimeter of the Shopping Center except for any such stores which may already be open and operating as of the date of this Lease. The above limitation does not include Greenbriar Mall, the Atlanta central business district (including Underground Atlanta) nor to any store or stores which are purchased by Tenant after the date hereof in connection with the acquisition by Tenant of a chain of at least ten (10) stores. Without limiting Landlord's remedies, in the event Tenant should violate this covenant, Landlord may, at its option, include the gross sales from any and all such other businesses in the Gross Sales made from the Demised Premises for the purpose of computing Percentage Rent under this Lease.

6.10 Landlord's Remedies for a Violation of Tenant's Covenants. If Tenant fails to keep or perform any other of Tenant's covenants or obligations or violates any prohibitions contained in this Article VI and such failure or violation shall continue for a period of ten (10) calendar days after written notice by Landlord, or in case of a failure or violation which cannot with due diligence be cured within a period of ten (10) days, if Tenant fails to cure such failure or violation promptly after such notice and with all due diligence, Landlord, Landlord's agent, or Landlord's assignee may, in addition to any other remedies at law or in equity or otherwise provided in this Lease: (i) enjoin Tenant from any further failure or violation hereunder, (ii) require Tenant to remove immediately upon order of Landlord any item described above in this Article which has been applied to or installed upon the Demised Premises or

the Shopping Center without Landlord's prior written approval; or (iii) cure or prosecute the curing of such failure or violation with all due diligence and at reasonable expense in connection therewith, including without limitation legal fees and all expenses in connection with such cure or prosecution of such failure or violation as hereinafter provided upon an event of default by Tenant. Notwithstanding anything in this Lease to the contrary, Landlord may exercise any remedy provided in this paragraph immediately and without the (10) ten day period provided above in the event of an emergency, as determined by Landlord in Landlord's sole discretion, or if Landlord determines, in Landlord's sole discretion, that such action is necessary or desirable to protect the health or safety of any person or persons or to protect any property of Landlord or any other person or to preserve the quiet enjoyment of the Shopping Center by Landlord or any Tenant thereof. Landlord, at its election, shall have the right, but not the obligation, to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, including without limitation the failure to keep or perform any of Tenant's covenants or obligations or the violation of any prohibitions contained in this Article VI, and in the event Landlord shall so pay such sums or do such acts requiring the expenditure of money, all such sums paid by Landlord shall be deemed Rent and be payable as such, on demand. Any and all rights of Landlord under this paragraph may be exercised by persons acting on behalf of Landlord with full right of reimbursement as provided hereunder. The remedies provided in this Article VI are not exclusive and in no way limit any other rights of Landlord under this Lease.

ARTICLE VII
MAINTENANCE AND REPAIR OF PREMISES;
ALTERATIONS; UTILITIES; LANDLORD'S RIGHT OF ACCESS

7.1 Landlord's Obligations to Maintain and Repair. Landlord shall keep the foundation, the exterior walls (excluding, without limitation, all glass, windows, doors, and other exterior openings; door, window and other opening and closing devices; window, door and other frames, moldings, locks and hardware; lighting and electrical fixtures, wiring and installations; HVAC Systems, plumbing systems, ducts and fixtures; interior painting or other interior treatment of exterior walls; and grates and grills enclosing or protecting and located within and serving the Demised Premises), Common Area and roof of the Demised Premises in good repair, except for reasonable wear and tear and except that Landlord shall not be required to make any repairs occasioned by the act or neglect of Tenant or any of Tenant's Extended Parties. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord's liability for repairs shall be limited to the cost of such repairs. Landlord shall promptly make necessary repairs to the Leased Premises and the Building in which the Leased Premises is located including, without limitation, exterior walls, foundations, roof structure and roof of the building of which the Leased Premises is a part and all structural portions of the Leased Premises, and shall maintain in good repair the floor slab, sprinkler system, all utility lines, pipes and conduits located outside of or inside but not exclusively serving the Leased Premises, the sewage system, gutters, downspouts, utility and water lines and HVAC system located outside of or inside but not exclusively serving the Leased Premises (exclusive of systems or lines owned by a municipality or similar public or quasi-public authority). Landlord shall make all repairs with due diligence and due care in a good and workmanlike manner and in compliance with all applicable local, state and Federal regulations, ordinances and laws. In making such repairs Landlord shall use reasonable efforts to prevent any interference with Tenant's use of the Leased Premises. Landlord shall promptly restore any damage to any portion of the Leased Premises resulting from any act or omission of Landlord, its agents, servants, employees or contractors. If Landlord has not commenced repairs or maintenance required to be performed by Landlord hereunder within twenty (20) calendar days after written notice thereof from Tenant, or if so commenced, is not pursuing same to completion with reasonable diligence, Tenant shall have the right, but not the obligation, to make such repairs and Landlord shall reimburse Tenant for the reasonable cost thereof within twenty (20) calendar days after receipt of a bill therefor from Tenant. In the event of an emergency, Tenant may (but shall not be obligated to) perform such repairs which may be reasonably necessary, after having given Landlord such notice as may be practicable under the circumstances. Tenant shall not be responsible for any loss or damage to Landlord's property that may result from such repairs unless caused by the negligence or willful misconduct of Tenant or Tenant's Extended Parties. Notwithstanding anything to the contrary set forth hereinabove, Tenant shall not be required to perform repairs which would otherwise be Landlord's obligation hereunder. If Landlord desires to erect scaffolding at the Building or near the Leased Premises at the Shopping Center, same must be on written notice to Tenant and in compliance with requirements imposed by law. Landlord will use its best efforts to perform all such work so as not to diminish Tenant's floor area or disrupt Tenant's architectural layout. Tenant may install reasonable signs on all scaffolding provided same is in accordance with law. Landlord will use reasonable and diligent efforts so that the scaffolding shall not inhibit ingress to or egress from the Leased Premises. If as a result of: (a) Landlord's making of any repairs to the Leased Premises; or Landlord's performing of any repairs, additions, alterations, renovations, reconfigurations or improvements in or to the Shopping Center (including excavations); and there is a material interference with Tenant's ability to conduct its business in the Leased Premises ("Interference") for a period of more than two days, then Tenant may pay Percentage Rent, on a monthly basis, in lieu of Minimum Guaranteed Rent from the date of Interference until such Interference ceases.

7.2 Tenant's Obligations to Maintain and Repair. Tenant shall keep the Demised Premises in good, clean, working condition and shall, at its sole cost and expense, make all needed repairs and replacements to the Demised Premises except for repairs and replacements required to be made by Landlord under the provisions of this Article. Repairs to be made by Tenant to include, without limitation, repairs of fire protection systems, sprinkler systems, electrical and plumbing systems, fixtures, ducts, conduits, pipes, wiring and other systems in, under and above the Demised Premises; service, maintenance, repairs and replacements to the heating, ventilating, and air conditioning systems exclusively serving the Demised Premises (the "HVAC Systems") as described below; repairs, replacements and alterations required by any governmental authority; necessary repairs and replacements of Tenant's fixtures required for the proper conduct of its business; replacement of cracked or broken glass; maintenance, replacement and repair of any electrical, plumbing, and other utility outlets, fixtures, bulbs, tubes, roll down doors and motors and other parts of the Demised Premises. If any repairs required to be made by Tenant hereunder are not made within twenty (20) calendar days after written notice from Landlord, Landlord may at its option, and without limiting any other remedy of Landlord hereunder, make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord upon demand as Rent hereunder the cost of such repairs plus interest at the rate of ten per cent (10%) per annum from the date of such repair by Landlord until repaid by Tenant.

7.3 Condition of Premises at Expiration or Termination. At the expiration or other termination of this Lease, Tenant shall surrender the Demised Premises broom clean and in at least as good condition as when originally delivered to Tenant pursuant to the first lease by which Tenant occupied the Premises, or in such better condition as the Premises may have been put during Tenant's occupancy thereof, excepting only reasonable wear and tear and loss by Casualty (hereinafter defined) or Taking (hereinafter defined) for which Landlord has received Insurance Proceeds (hereinafter defined) or Award Proceeds (hereinafter defined), respectively. All alterations, additions, floor coverings, improvements and fixtures (other than unattached, movable trade fixtures, custom millwork which can be removed without damage to the Premises and track lighting fixtures (but not the track)) which may be made or installed by either party hereto upon the Demised Premises shall remain upon and be surrendered with the Premises and become the property of Landlord at the expiration or other termination of this Lease, all without credit or compensation to Tenant.

7.4 Alterations by Tenant. Tenant shall not make any alteration, addition or improvement to the Demised Premises without the prior written consent of Landlord, which consent Landlord may grant or deny in Landlord's sole and absolute discretion, except for work described in Article II, if any, and the installation of unattached movable trade fixtures which may be installed without drilling, cutting, or otherwise defacing the Premises. All fixtures installed by Tenant shall be new or completely reconditioned. Landlord's review of plans and specifications for and from time to time granting approval of any alteration, addition or improvement at or to the Demised Premises to be performed by or on behalf of Tenant, including without limitation Tenant's work described in Article II, if any, shall not constitute or be deemed to impart any opinion of Landlord as to the structural integrity or suitability or compliance with any building or safety codes, customs or practices of anything so approved. Notwithstanding anything to the contrary contained in this Section, without first obtaining Landlord's prior written consent or approval, Tenant shall have the right to make interior repairs or replacements in and to the Premises, provided (i) such interior repair or replacements neither require any structural changes nor impose any greater load on any structural portion of the Premises, (ii) the aggregate cost of each such interior repair or replacement shall not exceed twenty-five thousand dollars (\$25,000.00) per Lease Year, and (iii) without limiting any other provision of this Lease, Tenant hereby indemnifies Landlord and agrees to hold Landlord harmless from and against all claims, actions, liabilities and damage asserted against or sustained by Landlord as a result of any such work by Tenant, its agents, employees or contractors. Tenant shall have the right, with Landlord's reasonable consent, to install additional or replacement security gates or any other security device or system at the Leased Premises.

7.5 Construction at or to the Demised Premises. All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all applicable laws, codes, regulations, ordinances and other governmental requirements including, without limitation the Americans with Disabilities Act, in strict accordance with Landlord's asbestos O&M Plan (hereinafter defined) in effect from time to time, and at such times and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. All costs of such work shall be paid promptly so as to prevent the assertion of any liens for labor or materials. Tenant agrees to indemnify Landlord and hold it harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage. Whenever Tenant proposes to do any construction work within the Demised Premises, it shall first furnish to Landlord plans and specifications in such detail as Landlord may reasonably request covering all such work. Such plans and specifications shall comply with such requirements as Landlord may from time to time prescribe for construction within the Shopping Center. In no event shall any construction work be commenced within the Demised Premises without Landlord's prior written approval of such work, including all plans and specifications, which approval Landlord may grant or deny in Landlord's sole and absolute discretion. Tenant hereby acknowledges that portions of the Shopping Center may contain asbestos-containing

building materials ("ACBM"). ACBM have been identified in certain 12" x 12" floor tile, sprayed-applied fireproofing located on structural beams at the roof deck (above suspended ceilings), black, flooring adhesive, floor leveling compound, and wallboard joint compound. Landlord has adopted an Operations and Maintenance Plan (the "O&M Plan") for the management of ACBM in place at the Shopping Center. The O&M Plan is available to Tenant and its contractors for review during normal business hours. Pursuant to the O&M Plan, only properly accredited asbestos personnel may be involved in activities which could potentially disturb or otherwise alter the condition of ACBM. Notwithstanding anything in this Lease to the contrary, Tenant may engage in no maintenance, repair, alteration or renovation work nor otherwise take any action which could in any way disturb or otherwise alter the condition of ACBM. All work performed by or on behalf of Tenant at or around the Shopping Center shall at all times be in strict compliance with the terms and conditions of the O&M Plan.

7.6 Maintenance of HVAC Systems. Without in any way limiting the provisions of this Article VII, Tenant, at its sole cost, shall maintain the HVAC Systems serving Demised Premises in good condition and repair throughout the Term of this Lease. As a part of this maintenance obligation, Tenant expressly agrees at all times during the Term hereof to maintain in force a service contract or contracts with a heating, ventilation and air conditioning repair firm approved by Landlord (or by Tenant's own personnel, so long as such personnel are licensed and qualified to perform such work in Georgia) and fully licensed by the State to repair and maintain air conditioning systems (an "Approved HVAC Contractor"), which Approved HVAC Contractor shall (i) Regularly service the HVAC Systems on a monthly basis (or other period approved in writing by Landlord), changing belts, filters, and other parts as required; (ii) Perform emergency and extraordinary repairs on the HVAC Systems; and (iii) Keep a detailed record of all services performed on the HVAC Systems and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year. Not later than thirty (30) days prior to the date of commencement of the term of this Lease, and annually thereafter, Tenant shall furnish to Landlord a copy of the contract described above with an Approved HVAC Contractor and proof that the annual premium for said contract has been paid. Tenant shall also deliver to Landlord a copy of the annual report described in (iii) just above within fifteen (15) days of receipt thereof by Tenant. Nothing contained herein shall limit Tenant's obligation to maintain the HVAC Systems in good condition and repair throughout the Term of this Lease. Landlord represents and warrants that to the best of Landlord's knowledge and belief as of the date the Leased Premises is delivered to Tenant that (i) all utilities, plumbing, sprinkler, HVAC and electrical systems are all in good working order; (ii) the roof is free from leaks and there are no structural defects in the Leased Premises or the Shopping Center; (iii) there are no violations filed against the Leased Premises or the Shopping Center which would prevent Tenant from obtaining any permits or approvals required in connection with the performance of any work at the Leased Premises or the Shopping Center; and (iv) that the Leased Premises are free of vermin and termites.

7.7 Utilities. Landlord agrees to provide or cause to be provided and maintained such mains, conduits and other facilities necessary to supply reasonable quantities of water, electricity, telephone service and sewerage service to the Demised Premises. Any change to existing service due to Tenant's occupancy shall be Tenant's responsibility and expense. Tenant shall promptly pay all charges for electricity, telephone service, and other utilities furnished to the Demised Premises directly to the provider of such service(s). Water services are currently provided to the Premises through a central water meter to the Shopping Center the master account for which is in the name of Landlord, and sewer charges are currently calculated based on the amount of water used. Tenant agrees that Tenant shall pay on demand as Rent hereunder Tenant's share of the total costs of water and sewer charges based on Landlord's good faith estimate of Tenant's water usage. If the Demised Premises have a working, dedicated sub-meter serving only the Premises, then Tenant's share of water and sewer charges shall be calculated based on Landlord's readings from such sub-meter. If the Premises do not have a working, dedicated sub-meter serving only the Premises, then Landlord shall use its best efforts to determine Tenant's water usage and Tenant's fair share of water and sewer charges. Landlord may at any time discontinue such service without obligation to Tenant by connecting the Demised Premises to the public utility then furnishing such service with Tenant's own, dedicated master water meter. In no event shall Landlord be liable for any interruptions or failure in the supply of any such utilities to or for the benefit of the Demised Premises unless due to the negligence or willful misconduct of Landlord or its agents, contractors or employees. Landlord shall install all utility lines and services for other store locations above the finished ceiling and along the perimeter walls of the stock room area of the Leased Premises. Any such installations shall not interfere with electrical, mechanical or sprinkler lines in the Leased Premises. Tenant shall have the right to use all existing wires, feeders, risers, lines, conduits and other utility equipment in the Leased Premises at no cost to Tenant.

7.8 Landlord's Right of Entry. Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or of making repairs or additions to the Demised Premises, or of removing Hazardous Materials, if any, or of making repairs, alterations, or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, lessees, or lenders. Landlord may display an appropriate "For Lease" sign on the exterior of the Demised Premises for the last one hundred eighty (180) calendar days of the Lease Term.

ARTICLE VIII
INDEMNIFICATION; INSURANCE AND WAIVER OF SUBROGATION

8.1 Indemnification of Landlord. Landlord shall not be liable to Tenant or any one or more of Tenant's Parties, or to any other person whomsoever, and Tenant hereby indemnifies Landlord and agrees to hold Landlord harmless and defend Landlord from and against each and every lien, demand, action, suit, proceeding, disbursement, liability, obligation, penalty, injury, damage, cost, loss, expense, judgment or claim, including court costs and reasonable attorney's fees, paid, incurred, suffered by, or asserted against Landlord or against all or any portion of the Shopping Center, or against both, (individually, a Claim, collectively, the "Claims") all for, with respect to, or arising out of each or any of the following: (i) any injury to person or damage to property on or about the Demised Premises; (ii) any injury to person or damage to property on or about the Shopping Center, or any portion thereof, which is caused by the action, negligence or misconduct of Tenant or any of Tenant's Extended Parties; (iii) the use of the Premises by Tenant; (iv) the conduct of Tenant's business on or in the Premises or the Shopping Center; (v) the use of the Shopping Center or any portion thereof by Tenant or any of Tenant's Extended Parties; and (vi) any breach or default by Tenant in the performance of any covenant or obligation of Tenant under this Lease; all unless such Claim arises from the negligence or willful misconduct of Landlord (any one or more Claims described in (i)-(vi) just above, individually, an "Indemnified Claim", collectively, "the Indemnified Claims"). Any Indemnified Claim which arises out of or in connection with the Hazardous Materials provisions of paragraph 6.6 of this Lease shall survive the termination or expiration of this Lease.

8.2 Landlord's Non-Liability for Certain Damages. Neither Landlord nor any of Landlord's Extended Parties shall be liable to Tenant or any of Tenant's Extended Parties for any injury to person or damage to property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in the Demised Premises or any other portions of the Shopping Center, including, but not limited to, injury or damage caused by the Demised Premises or other portions of the Shopping Center becoming out of repair or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Demised Premises, or by defect in or failure of equipment, pipes, or wiring (except where due to Landlord's failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), unless such injury to person or damage to property arises from the negligence or willful misconduct of Landlord; nor shall Landlord be liable to Tenant or any of Tenant's Extended Parties for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord.

8.3 Tenant's Liability Insurance Policies. Tenant shall procure and shall at all times during the Term of this Lease maintain, at its sole cost and expense, a policy or policies of insurance (individually or collectively, if more than one, "Tenant's Liability Insurance Policies") insuring Tenant's contractual obligation to Landlord pursuant to this Article VIII of this Lease and insuring Tenant, Landlord, and any other persons designated by Landlord against any and all liability for injury to or death to a person, or persons, and for damage to or destruction of property, all occasioned by or arising out of or in connection with this Lease, the Premises, or Tenant's use or occupancy thereof or of the Shopping Center or any portion thereof. The combined limits of Tenant's Liability Insurance Policies shall be in an amount not less than \$2,000,000 in respect of injuries to or death of any one person, and in an amount of not less than \$2,000,000 in respect of any one accident or disaster, and in an amount not less than \$2,000,000 in respect of property damaged or destroyed, or with such other limits as may be required by Landlord from time to time, and shall be written by an insurance company or companies satisfactory to Landlord in Landlord's sole discretion. Tenant's Liability Insurance Policies shall be non-cancelable except after thirty (30) days written notice to Landlord. Tenant may maintain all or any part of the insurance required pursuant to this Lease in the form of a blanket policy covering other locations in addition to the Leased Premises. In lieu of carrying all insurance required under this Lease other than public liability insurance, Tenant may self insure each such risk, provided, however, that Tenant or Tenant's parent corporation has assets exceeding \$10,000,000. To the best of Landlord's knowledge and belief, Tenant's use of the Leased Premises for the permitted use as set forth herein shall not be deemed to increase Landlord's insurance premiums for fire and extended coverage insurance (or "all risk" insurance, as the case may be).

8.4 Tenant's Casualty Insurance Policies. Tenant agrees at all times at its expense to keep its merchandise, fixtures and other property situated within the Demised Premises insured against fire and other hazard or casualty, with extended coverage, in an amount at least equal to the greater of the amount necessary to satisfy the coinsurance requirements of Tenant's insurance carrier and eighty (80%) percent of the replacement value thereof (individually or collectively if more than one, "Tenant's Casualty Insurance Policies"). Tenant's Casualty Insurance Policies shall be carried with companies satisfactory to Landlord and shall be in form satisfactory to Landlord, both in Landlord's reasonable discretion. Tenant's Casualty Insurance Policies shall be non-cancelable except after ten (10) days written notice to Landlord.

8.5 Delivery of Insurance Policies. Tenant's Casualty Insurance Policies and Tenant's Liability Insurance Policies are sometimes together referred to as "Tenant's Insurance Policies". Certified counterparts of Tenant's Insurance Policies, or duly executed certificates of insurance evidencing the existence and describing the terms of such policies, shall be promptly delivered to Landlord prior to the commencement of Tenant's occupancy hereunder and renewals thereof shall

be delivered to Landlord at least thirty (30) calendar days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to Tenant's Insurance Policies, Landlord may, but is not obligated to, obtain insurance with coverages similar to that required to be provided by Tenant's Insurance Policies, and Tenant shall pay to Landlord on demand as Rent hereunder the premium cost thereof plus interest at the rate of ten percent (10%) per annum from the date obtained by Landlord until repaid by Tenant.

8.6 Waiver of Subrogation. Tenant waives its right of subrogation against Landlord for any reason whatsoever. All Tenant's Insurance Policies covering losses arising out of destruction or damage to the Demised Premises or its contents shall expressly permit a waiver of subrogation prior to a loss without in any way limiting coverage or recovery on account of such waiver. Landlord waives its right to subrogation against Tenant for any reason whatsoever. Landlord's insurance will permit Landlord and Tenant, respectively, to each make such waiver without in any way limiting coverage or recovery or increasing premiums on account of such waiver. It is the intent of the parties to transfer the risk of loss to insurance to the extent of collectable proceeds from such insurance.

ARTICLE IX DAMAGE BY CASUALTY

9.1 Casualty. Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other event or casualty (a "Casualty"), and if Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall, upon approval of Landlord's claim by its insurance carrier, proceed with reasonable diligence and at its sole cost and expense to complete Landlord's Restoration (hereinafter defined). Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Demised Premises if: (i) by reason of such Casualty the Premises are rendered wholly untenantable; (ii) the Premises are damaged as a result of a Casualty or risk which is not covered by Landlord's Insurance (hereinafter defined); (iii) the Premises are damaged in whole or in part during the last two (2) years of the Lease Term in effect as of the date of said Casualty (without regard to any renewal or extension options which had not been exercised as of the occurrence of such Casualty); (iv) the building of which the Premises are a part (whether the Premises are damaged or not) or the buildings which then comprise the Shopping Center should be damaged to the extent of thirty (30%) percent or more of the then monetary value thereof; or (v) if any or all of the buildings or Common Areas are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot, in the sole judgment of the Landlord, be profitably operated as an integral unit. Landlord shall give written notice to Tenant of such election within ninety (90) calendar days after the occurrence of such Casualty and, if Landlord elects to terminate, this Lease shall expire upon the date set forth in such notice and Tenant shall vacate and surrender the Premises to Landlord on or before such date. Landlord agrees at all times during the period of this Lease, at its expense, to keep Landlord's portions of the buildings in the Shopping Center insured against fire, with extended coverage, in an amount adequate to prevent Landlord from becoming a co-insurer of the Demised Premises and as required by the terms of the Loan Agreement between Landlord and Landlord's lender ("Landlord's Insurance"); provided, however, that nothing contained in this Article IX shall be deemed to obligate Landlord to otherwise obtain or maintain any insurance of any kind except as expressly provided herein. If (a) the Leased Premises is damaged by casualty, in whole or in part, during the last two (2) years of the Lease term, or (b) if at any time during the Lease term the Leased Premises are destroyed by casualty, in whole or in part and Landlord shall not begin repair thereof within six (6) months of the date of the casualty or, (c) if Landlord has not completed the repair of any casualty within one (1) year of the date of the casualty, then Tenant shall have the right to terminate this Lease on thirty (30) days notice to Landlord. Landlord shall not exercise any right that it may have to terminate this Lease unless it simultaneously terminates the leases of all other tenants in the Shopping Center similarly affected with respect to any such casualty or condemnation. If any of the Major Tenants or tenants occupying fifty (50%) percent or more of the remaining gross leasable area of the Shopping Center shall be damaged by casualty and shall close for business, Tenant shall have the right to close and upon such closure all Fixed Minimum Rent, Percentage Rent, and additional rent shall be abated until the earlier to occur of the date Tenant shall reopen, or the date all of the Major Tenants and fifty (50%) percent or more of the remaining gross leasable area in the Shopping Center shall reopen. In the event of a casualty to the Leased Premises, or the Shopping Center which results in Tenant either (a) being unable to operate in the Leased Premises for the purposes set forth herein, or (b) closing the Leased Premises for business as provided above, the term of this Lease shall, at the option of Tenant, be extended for the period of time that Tenant did not operate for business in the Leased Premises. If tenant has an option to extend this Lease, said option may be exercised within ninety (90) days of Landlord's notice of cancellation and said notice of cancellation shall be deemed null and void. Promptly thereafter, Landlord shall be required to rebuild and/or restore the Leased Premises to the condition required under this Lease. If the Leased Premises are rendered untenantable, or unsuitable for Tenant's business, Tenant shall not be required to resume payment of Fixed Minimum Rent, Percentage Rent, additional rent and charges until Tenant's reopening for business in the Leased Premises.

9.2 Landlord's Restoration. If Landlord does not elect to terminate this Lease, Landlord's obligation to rebuild and repair under this Article shall in any event be limited to restoring any damaged portion of the Demised Premises to the condition the same were in when originally delivered to Tenant pursuant to the first lease by which Tenant occupied the Premises together with any improvement to the Demised Premises performed by Landlord or by Tenant

but for which Landlord paid an allowance to Tenant, all with reasonable wear and tear excepted ("Landlord's Restoration"); provided, however, that Landlord's obligations hereunder to complete Landlord's Restoration shall be limited to the insurance proceeds, if any, actually received by and made available to Landlord for such purpose.

9.3 Tenant's Restoration. Tenant agrees that, promptly after substantial completion of Landlord's Restoration, Tenant will proceed with reasonable diligence and at its sole cost and expense to repair or replace any damaged or destroyed Tenant improvements at or to the Premises and to refixture and restock the Demised Premises, all in a manner and to a condition at least equal to that existing prior to the damage or destruction ("Tenant's Restoration"). Tenant shall use all proceeds recovered by Tenant as compensation or damages on account of a Casualty, including payments under Tenant's Insurance Policies (the "Insurance Proceeds") for Tenant's Restoration and Tenant shall pay any and all additional sums necessary if the cost of Tenant's Restoration exceeds the Insurance Proceeds. The Insurance Proceeds shall not be used, except with the consent of Landlord, for any purpose other than Tenant's Restoration. Landlord, at Landlord's option, may hold the Insurance Proceeds in trust and Tenant shall be permitted to draw and apply the Insurance Proceeds towards Tenant's Restoration from time to time as and to the extent such work is completed. All Tenant's Restoration shall be performed in strict compliance with Article VI and Article VII of this Lease. Tenant shall reopen the Premises for business within twenty (20) calendar days after completion of Tenant's Restoration.

9.4 Abatement of Rent. Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the Casualty until Landlord's Restoration is completed, the Minimum Guaranteed Rent and all other charges shall be reduced to such extent as may be fair and reasonable and consistent with Tenant's loss of use of the Premises, if any. Any abatement of Rent shall end when Landlord's Restoration has been substantially completed and the Premises have been tendered to Tenant for Tenant's Restoration.

ARTICLE X EMINENT DOMAIN

10.1 Taking of Demised Premises. If a portion of the floor area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase under threat thereof (a "Taking") and such Taking would cause the Demised Premises to be unsuitable for Tenant's use, this Lease may be terminated by either party hereto and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority ("Date of Taking"). Tenant shall continue to be liable for the payment of Minimum Guaranteed Rent and reimbursement for Taxes, Insurance Premiums, Operating Expenses, and all other Rent, reimbursements, charges and sums provided for herein, and all other obligations of Tenant hereunder, through the Date of Taking. If a portion of the floor area of the Demised Premises should be the subject of a Taking and the Demised Premises should remain suitable for Tenant's use, this Lease shall remain in full force and effect; provided, however, that the Minimum Guaranteed Rent and Tenant's Proportionate Share shall be reduced in proportion to the area taken, effective on the Date of Taking.

10.2 Taking of Common Area. If any part of the Common Area should be the subject of a Taking, this Lease shall remain in full force and effect, the Rent payable hereunder will not be reduced and Tenant shall not be entitled to any part of the Award Proceeds (hereinafter defined) made for such Taking, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such Taking plus any additional Parking Area provided by Landlord in reasonable proximity to the Shopping Center shall fail to provide the parking spaces required by Article V above.

10.3 Notice of Election. Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party within thirty (30) calendar days after the Date of Taking.

10.4 Restoration Following Taking. If this Lease is not terminated following a Taking, Landlord shall make Landlord's Restoration to the extent reasonably practical, subject to the Taking. Tenant agrees that, promptly after substantial completion of Landlord's Restoration, Tenant will proceed with reasonable diligence and at its sole cost and expense to complete Tenant's Restoration to the extent reasonably practical, subject to the Taking. Tenant shall use all proceeds received by Tenant in connection with any Taking ("Award Proceeds") for Tenant's Restoration and Tenant shall pay any and all additional sums necessary if the cost of Tenant's Restoration exceeds the Award Proceeds. The Award Proceeds shall not be used, except with the consent of Landlord, for any purpose other than Tenant's Restoration. Landlord, at Landlord's option, may hold the Award Proceeds in trust and Tenant shall be permitted to draw and apply the Award Proceeds towards Tenant's Restoration from time to time as and to the extent such work is completed. All Tenant's Restoration shall be performed in strict compliance with Article VI and Article VII of this Lease. Tenant shall reopen the Premises for business within five (5) days after completion of Tenant's Restoration.

10.5 Separate Awards. If the Demised Premises or any part thereof is the subject of a Taking, the court in such Taking proceeding shall be requested to make separate awards to Tenant and Landlord, and Tenant and Landlord agree to request such action by such court. Tenant shall have no interest in Landlord's award for Taking or parting of the Demised Premises or the Shopping Center, or any portion of either, and Landlord shall have no interest in any award to Tenant for loss of Tenant's business. Tenant shall have no interest in any proceeds received by Landlord from the private sale of the Demised Premises or the Shopping Center, or any portion of either, under threat of condemnation or taking.

ARTICLE XI ASSIGNMENT AND SUBLETTING

11.1 Restrictions on Transfer. Tenant shall not, without the prior written consent of Landlord which consent Landlord may grant, delay, condition or deny in Landlord's sole and absolute discretion, either voluntarily or by operation of law: (i) assign or in any manner transfer this Lease or any estate or interest therein; or (ii) sublet the Demised Premises or any part thereof, the term "sublet" being deemed to include the granting of licenses, concessions, and any other rights of use or occupancy of any portion of the Demised Premises, excepting only customary lease department arrangements under which such leased department is not operated under separate name but is held out to the public as an integral part of the Tenant's business or concessionaire arrangements for no more than 10% of the total square footage of the sales area of the Demised Premises; or (iii) mortgage, pledge, hypothecate or otherwise encumber its interest in this Lease or in the Demised Premises; or (iv) transfer or permit to be transferred, whether in a single transaction or a series of transactions, control or the majority of the issued and outstanding capital stock of Tenant if Tenant is a corporation whose shares are not publicly traded on a nationally recognized securities exchange; or (v) transfer or permit to be transferred, whether in a single transaction or a series of transactions, a majority interest in Tenant if Tenant is a partnership, limited liability company or other entity (any one or more of (i)-(v) are sometimes referred to herein in either noun or verb form as a "Transfer", any Transfer to which Landlord may grant consent is sometimes referred to as an "Approved Transfer", and any transferee, sublessee or assignee of an Approved Transfer is sometimes hereinafter referred to as an "Approved Transferee"). Notwithstanding the foregoing, so long as Tenant is not in default hereunder, the owner or owners of the beneficial interests of Tenant may, without the Landlord's prior consent, Transfer the stock or other ownership interests of Tenant to members of such person or person's immediate family or to any one or more trusts of which such person or person's immediate family or their offspring are the primary beneficiaries, or offer the shares of Tenant to the public and list the same on a recognized national stock exchange. Further notwithstanding the foregoing, Tenant may, without Landlord's consent, Transfer this Lease or any interest therein to any Affiliate or Operating Subsidiary of Tenant or to any successor corporation to Tenant by way of merger, consolidation or other corporate reorganization, all so long as such Transferee Tenant continues to conduct the same business at the Demised Premises and otherwise complies with the terms of subparagraph 11.1(b), below.

(a) Notwithstanding the above, Landlord agrees that Landlord will consent to a single, one-time Approved Transfer of all of the Demised Premises to a proposed Approved Transferee on the following terms and conditions:

- (i) At the time of said Approved Transfer, Tenant is not in default under the terms of this Lease nor is any breach of the terms of this Lease then occurring, and Tenant at the time of said Approved Transfer warrants to Landlord that no event has occurred or failed to occur which, with the giving of notice or passage of time, or both, would constitute a breach or default under this Lease;
- (ii) The proposed Approved Transfer is in connection with the sale of all of the stores of Tenant located in the State of Georgia and each of its adjoining States (whether a stock sale or an asset sale);
- (iii) The proposed Approved Transferee conducts the same business at the Demised Premises;
- (iv) The proposed Approved Transferee directly operates at least fifty (50) other women's clothing stores;
- (v) The proposed Approved Transferee is a publicly traded entity or, if a privately held entity, has a net worth of at least \$15,000,000;
- (vi) No portion of the Demised Premises may be put to any use for which the parking requirement as provided by City of Atlanta Zoning Ordinance or any other applicable local laws (the City of Atlanta Zoning Ordinance as the same may be in effect and amended from time to time, together with any other applicable laws, are referred to for the purposes of this Article XI as "Local Ordinance") is more than one parking space per 300 square feet. Tenant may under no circumstances request any variance, exception or special use permit in order to change or reduce the parking required by Local Ordinance;
- (vii) No portion of the Demised Premises may be used for (i) an "Adult Business" as defined by Local Ordinance; (ii) the sale of alcohol or alcoholic beverages; (iii) the sale of firearms or ammunition; (iii) a gaming establishment; (iv) the use, sale or storage of Hazardous Materials; (v) the operation of a retail establishment which is substantially similar to, and competes directly with, any other retail tenant in the Shopping Center or in any immediately adjoining shopping center which is managed by A. B. & E., Inc. or its successor; (vi) the operation of a dry cleaning plant or facility; (vii) any purpose which violates any exclusive right granted to any other tenant in the Shopping Center; or (viii) any use which is inconsistent with the maintenance of a first class shopping center;

- (viii) Any alterations to be made to the Demised Premises in connection with any Approved Transfer must be approved by Landlord and otherwise performed in accordance with the terms of this Lease;
 - (ix) That at the time of said Approved Transfer, Tenant is not in default under the terms of this Lease nor is any breach of the terms of this Lease then occurring, and Tenant at the time of said Approved Transfer warrants to Landlord that no event has occurred or failed to occur which, with the giving of notice or passage of time would constitute a breach or default under this Lease; and
 - (x) That upon the completion of any Approved Transfer permitted hereunder, Tenant shall agree promptly to furnish Landlord with a conformed copy of all documents evidencing any such Approved Transfer; and
 - (xi) The proposed Approved Transferee executes an assignment or sublease document to be provided by and acceptable to Landlord's counsel.
- (b) In the event Tenant at any time desires to effect an Approved Transfer to any proposed Approved Transferee, Tenant shall deliver to Landlord (i) copies of all proposed instruments to be executed, delivered or otherwise used in connection with the proposed Approved Transfer; (ii) the name, address, and legal structure of the proposed Approved Transferee, including the names and addresses of all of the principal officers, partners and/or members of proposed Approved Transferee unless it is an entity whose shares are publicly traded; and (iii) a full description of the business to be conducted by the proposed Approved Transferee at the Demised Premises. Upon the consummation of any Approved Transfer, Tenant agrees promptly to furnish Landlord with a conformed copy of all documents evidencing such Approved Transfer together with an unconditional agreement in writing by the Approved Transferee to assume the obligations imposed by this Lease upon the Tenant and to perform in accordance with the terms hereof. The provisions of sub-paragraph 11.1(a) shall apply to a single Approved Transfer, and shall not apply to subsequent Transfers by Tenant or the Approved Transferee. Any Transfer attempted by Tenant which is not in strict compliance with the provisions of this Article XI shall be void and of no force or effect. Consent by Landlord to one or more Approved Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfers. Notwithstanding anything contained in this Lease to the contrary and notwithstanding any one or more Transfers as permitted hereunder, Tenant shall at all times remain primarily liable to Landlord, jointly with any Approved Transferee, for full payment of the rent and complete performance and observance of Tenant's other obligations under this Lease, which obligations shall continue in full effect as the obligations of a principal and not of a guarantor or surety as though no such Approved Transfer had been made; and, provided further, that any consideration payable to Tenant by any such Approved Transferee in connection with any such Approved Transfer or for the use of the Demised Premises (pro-rata if the Approved Transfer is for less than the entire Demised Premises) which exceeds the total amount of Guaranteed Minimum Rent together with all other obligations of Tenant hereunder, shall constitute additional rent payable to Landlord hereunder, the Guaranteed Minimum Rent herein shall be increased by said amount, and Tenant shall have no claim or right whatsoever thereto as against Landlord. In the event of a default in any of the provisions hereof after any Approved Transfer, Landlord may collect rent from an Approved Transferee or from Tenant or from both, at Landlord's sole discretion, but any collection of rent from an Approved Transferee shall not be deemed to be an acceptance by Landlord of the Transferee as tenant.

11.2 Sale of Shopping Center. In the event of the sale, assignment or transfer by Landlord of its interest in the Shopping Center or in this Lease, Landlord shall thereupon be released or discharged from all covenants and obligations of the Landlord, except such liabilities and obligations of the Landlord as shall have accrued prior to any such sale, assignment or transfer, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. All covenants and obligations of the Landlord shall run with the land and be binding upon each new landlord or successor of the Shopping Center. Any security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XII OPERATING EXPENSES, PROPERTY TAXES AND INSURANCE

12.1 Taxes on Tenant's Property. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand as Rent hereunder that part of such taxes attributable to Tenant as hereinabove provided.

12.2 Taxes, Insurance Premiums and Operating Expenses. During each calendar year of the Term of this Lease, subject to the provisions of paragraph 19.1, below, and during any renewal or extension hereof, Tenant shall pay to Landlord, upon demand, as Rent hereunder (i) any and all taxes now or hereafter levied, assessed, or imposed by any governmental

authority upon this Lease and/or all Rents reserved herein and/or paid pursuant hereto; together with any taxes described in paragraph 12.1 above; together with Tenant's Proportionate Share of the sum of all real estate taxes, ad valorem taxes (including without limitation general and special assessments for public improvements or benefits whether or not commenced or completed during the Term, water charges, sewer rents and charges, and sanitary and trash removal assessments or charges), and any and all other taxes, assessments and governmental charges attributable to the Shopping Center or any portion thereof (collectively, "Taxes" or "Tenant's Proportionate Share of Taxes") for such year; and (ii) Tenant's Proportionate Share of the sum of all insurance premiums incurred by Landlord and attributable to the Shopping Center or any portion thereof, including without limitation Landlord's Insurance and any other policies and/or endorsements for hazard, liability, workmen's compensation, rent loss, and extended coverage ("Insurance Premiums") for such year; and (iii) Tenant's Proportionate Share of Operating Expenses (as hereinafter defined), all in accordance with such additional terms and conditions as may be set forth below or elsewhere in this Lease.

(a) Operating Expenses are Landlord's total costs for operating, managing, administering, maintaining, repairing, replacing, or improving all or any portion of the Shopping Center, including the Common Area. For purposes of illustration, Operating Expenses shall include, without limitation costs, expenses or other payments to, for, or in connection with (i) establishing and maintaining appropriate reasonable reserves maintained by Landlord in Landlord's sole discretion; (ii) labor, materials, insurance, supplies, fees, costs, expenses, equipment, tools and services for the management, operation, maintenance and repair of the Common Areas; (iii) the rental value of Landlord's management office in the Shopping Center; (iv) the cost, amortized over such reasonable period as Landlord shall determine, together with interest at the rate of two percent (2%) per annum above the prime rate charged by SunTrust Bank of Georgia or its successor from time to time on the unamortized balance, of any capital improvements or structural alterations made to the Common Areas by Landlord that reduce or limit costs of any item of Operating Expenses or are required under any governmental law or regulation or by Landlord's lender or Landlord's Insurance carrier; (v) the cost, amortized over such reasonable period as Landlord shall determine, together with interest at the rate of two percent (2%) per annum above the prime rate charged by SunTrust Bank of Georgia or its successor from time to time on the unamortized balance, of any capital improvements or structural alterations made to the Common Area; (vi) the costs of furnishing heating, ventilating, and air conditioning to all or any part of the Common Areas; (vii) lighting, cleaning, trash handling, snow and ice removal, painting, policing, providing security, if deemed by Landlord to be necessary, landscaping, repairing and replacing, fire protection, draining, depreciation of machinery and equipment used in connection with the Shopping Center and the maintenance thereof; the maintenance and operation of the sprinkler system installed in the Center; maintaining and repairing the roof, floors, walls and signs of the Shopping Center and the paved areas thereof; (viii) compensation and all other expenses paid to personnel employed in connection with implementing the foregoing (including all contributions and payments required to be paid by the employer and all fringe benefits); and (ix) an amount for administration equal to fifteen percent (15%) of the total of all costs and expenses described in (i)-(viii) just above. Should any of such services be furnished by any tenant located in the Shopping Center pursuant to agreements or arrangements with Landlord, then the amount paid by or to such stores shall be deemed to be a part of Operating Expenses. For purposes of illustration, Operating Expenses shall not include costs of tenant improvements, real estate brokers' commissions, interest or principal reduction directly related to financing the Shopping Center, costs of services directly recoverable from individual tenants in the Shopping Center for services provided directly to their premises and capital items, except the cost of capital improvements specified above. Common Area Expenses shall not include (i) the initial cost of any construction of the Shopping Center or any part thereof; (ii) salary, employee benefits and payroll taxes for off-site, executive or managerial personnel; (iii) brokerage fees and commissions incurred in connection with the sale or leasing of space in the Shopping Center; (iv) such portion of any expense for which Landlord is entitled to reimbursement by insurance proceeds, condemnation awards, other tenants, or any other source; (v) cost of performing additions, alterations, improvements or individual services for other tenants or vacant or vacated space (including, but not limited to, the repair and/or replacement of the roof over other tenant's premises); (vi) any payment required in connection with any debt or ground lease encumbering the Shopping Center, (vii) costs and expenses of enforcing lease provisions against other tenants in the Shopping Center, including legal fees; (viii) expenses resulting from a violation of Landlord of the terms of any lease of space in the Shopping Center or of any ground lease or mortgage to which this Lease is subordinate; and (ix) management fees. There shall be no additional overhead, managerial, administrative or supervisory cost or expense in excess of the fifteen (15%) percent administrative fee as described herein for the operation and maintenance of the Common Areas of the Shopping Center and such administrative fee shall be applicable with respect to Common Area Expenses only and shall exclude with respect to Common Area Expenses any and all costs associated with Taxes and Insurance, if any. The charges for any services provided by affiliates, related or designated parties of Landlord which are included in Common Area Expenses shall be reasonable, customary and competitive with charges for similar services of independent contractors in the area where the Shopping Center is located. In the event Landlord shall contract for any services on behalf of Tenant and/or other tenants in the Shopping Center, such contract(s) shall be at locally competitive rates and proportionate to Tenant's actual use of such services. Tenant shall have the right, but not more than once per year on reasonable prior notice to Landlord, to inspect, examine and make reasonable copies of, Landlord's

- books, records and computations with respect to Common Area Expenses, HVAC charges, utility charges, Insurance and Taxes and Landlord shall retain such books, records and computations for at least three (3) years following the period to which they relate. In event of any overpayment by Tenant, Landlord shall refund the amount of overpayment to Tenant as hereinafter provided. Alternatively, in the event of any overpayment by Tenant, Tenant shall be entitled to offset such excess against payments becoming due to Landlord. If the audit discloses a discrepancy in excess of five (5%) percent, Landlord shall be obligated to pay all costs associated with such audit. There shall be no duplication of costs, charges or expenses anywhere in this Lease, including, without limitation, charges for utilities, advertising, HVAC, Insurance, Taxes, Common Area Expenses or depreciation.
- (b) For each calendar year or part thereof occurring during the Lease Term, Landlord shall have the right to make a good faith estimate of Tenant's Proportionate Share of Taxes, Insurance Premiums and Operating Expenses, or any of them, for the upcoming calendar year and to require the monthly (or other periodic) payment by Tenant of such amount or amounts for such year divided by the number of periods over which it is to be paid, each such installment of which shall be paid on the first (1st) day of each month (or other period) during the calendar year in question as Rent hereunder. Without limiting the foregoing, Landlord may, at its option, require the payment of Tenant's Proportionate Share of Taxes, Insurance Premiums and Operating Expenses together or separately, at the same or different times or according to the same or different payment periods. The utilization and application of such estimated payments by Tenant shall be determined by Landlord in Landlord's sole discretion. At any time after the expiration of each calendar year during the Lease Term, Landlord shall perform an annual reconciliation (the "Annual Expense Reconciliation") of Taxes, Insurance Premiums and Operating Expenses. As soon as is practicable after such Annual Expense Reconciliation, Landlord shall deliver to Tenant a statement of (i) the actual Taxes, Insurance Premiums and Operating Expenses for such calendar year (collectively, the "Reconciled Expenses"); (ii) Landlord's calculation of the Tenant's Proportionate Share thereof; and (iii) Landlord's calculation of any additional amount owed by Tenant to Landlord, which amount shall be paid on demand by Tenant to Landlord as Rent, or any amounts owed by Landlord to Tenant, which amount shall be promptly refunded as long as Tenant is not in default hereunder. Landlord may revise its estimate of the amount of Tenant's monthly (or other periodic) payments of Tenant's Proportionate Share of Taxes, Insurance Premiums and Operating Expenses at any time and from time to time during any calendar year. The Gross Rentable Area for purposes of determining Tenant's Proportionate Share of Taxes, Insurance Premiums and Operating Expenses shall be determined on the January 1st which occurs during the Lease Year in question.
- (c) Landlord shall have the sole, absolute and unrestricted right, but not the obligation, to contest the validity or amount of any Taxes, including without limitation to contest the County's assessed value of the Shopping Center used for purposes of calculating any Taxes, by appropriate proceedings, and if Landlord shall institute any such contest, it shall have the sole, absolute and unrestricted right to settle any contest, proceeding or action upon whatever terms Landlord may, in its sole discretion, determine. If Landlord retains or utilizes the efforts of outside consultant(s) and/or attorney(s) in such contest, proceeding or action, then Tenant shall pay Tenant's Proportionate Share of the cost of such consultant(s) and/or attorney(s) and such amount shall be included in and deemed to be a part of Tenant's Proportionate Share of Taxes. In the event that the amount of Taxes is not final as of the Annual Expense Reconciliation, whether because such amounts have been contested as described herein or otherwise, Landlord may use an amount for Taxes as Landlord reasonably determines is appropriate and, upon final determination of Taxes, Landlord shall reconcile the amount of actual Taxes against the amounts billed to Tenant for such year and bill Tenant as Rent for any additional amounts owed by Tenant or refund to Tenant any excess, without interest thereon, owed to Tenant by Landlord. All references herein to Annual Expense Reconciliation and Reconciled Expenses shall apply to any such additional reconciliation of Taxes. Taxes shall not include any interest or penalties imposed by the assessing authority except if arising as a result of Tenant's late payment of Tenant's Proportionate Share thereof. If general or special assessments may be paid in installments over a period of years, only the installments coming due during the tax year in question during the Lease Term shall be included in Taxes payable by Tenant for such year. If Landlord shall obtain a refund or abatement of any Taxes to which Tenant contributes, Landlord shall refund to Tenant its proportionate share thereof less Tenant's proportionate share of Landlord's reasonable costs of obtaining same as provided above. Taxes shall not include any corporate, franchise, capital levy, inheritance, transfer or income tax levied on Landlord.
- (d) Each party's obligation to the other based on Landlord's Annual Expense Reconciliation, including without limitation Tenant's obligation to pay Tenant's Proportionate Share of Reconciled Expenses, shall survive the termination or expiration of this Lease. Notwithstanding the provisions of Article XIII to the contrary, in the event that this Lease terminates or expires before the Annual Expense Reconciliation for the year of such termination or expiration, Landlord may retain the Security Deposit until the Annual Expense Reconciliation and apply the Security Deposit against any amounts owed by Tenant based thereon. The payment of Taxes, Operating Expenses and Insurance Premiums to be made by Tenant for a year in which this Lease terminates shall bear the same ratio to the payment which would be required to be made for the full year as the number of days of such partial year which elapsed prior to termination of this Lease bears to a full tax year.

- (c) The aggregate increase in Tenant's Proportionate Share of Operating Expenses (including any Mall HVAC Charge which Landlord may in the future impose pursuant to paragraph 5.3, above) for any calendar year or portion thereof as calculated per the provisions of this Article shall be limited to five percent per year (5%/Yr.) for each calendar year or portion thereof which has been completed, cumulatively, so that Tenant's Proportionate Share of Operating Expenses for and during any calendar year shall never be more than Tenant's Proportionate Share of Operating Expenses initially set out in Article 1 hereof, annualized, increased, cumulatively, by five (5%) percent for each calendar year, or portion thereof, ending after the Rent Commencement Date, e.g. Tenant's Proportionate Share of Operating Expenses for and during 1999 shall not be more than 1.05 times Tenant's Proportionate Share of Operating Expenses set out in Article 1, annualized; Tenant's Proportionate Share of Operating Expenses for and during 2000 shall not be more than 1.05 times 1.05 times Tenant's Proportionate Share of Operating Expenses set out in Article 1, annualized, and so on. Nothing in this paragraph shall limit Landlord's right to make a good faith estimate of Tenant's proportionate Share of Operating Expenses and to collect monthly installments thereof, all as provided above.

ARTICLE XIII DEFAULTS AND REMEDIES

13.1 Events of Default. The happening of any one or more of the following shall be deemed to be an event of default under this Lease:

- (a) The failure of Tenant to pay any installment of Rent within ten (10) calendar days after notice from Landlord that such payment is due;
- (b) Failure of Tenant to fully perform or comply with any other of the terms or covenants of this Lease within thirty (30) calendar days after written notice of such failure by Tenant; provided, however, that if Landlord determines in Landlord's sole discretion that it is not feasible to perform such covenant fully within thirty (30) calendar days, Tenant shall not be in default under this Lease so long as Tenant begins performance of such covenant within such initial thirty (30) day period and diligently pursues performance to completion;
- (c) The levying of a writ of execution or attachment on or against the property of Tenant and the same is not released or discharged within thirty (30) calendar days;
- (d) The doing, or permitting to be done by Tenant of any act which creates a lien or claim therefor against the Demised Premises, the Shopping Center, the land or building of which the Demised Premises are a part, or any part of any of the foregoing and the same is not released or otherwise provided for by indemnification satisfactory to Landlord within thirty (30) calendar days thereafter;
- (e) The making by Tenant or any guarantor of this Lease (a "Guarantor") of an assignment for the benefit of its creditors;
- (f) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or any Guarantor, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant or any Guarantor, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged within thirty (30) calendar days after the institution of said proceedings; but only to the extent that institution of such proceedings is permitted to constitute an event of default under the bankruptcy code as then in effect.

13.2 Remedies. Upon the occurrence of any such event of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Landlord may:
 - (i) Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such default by Tenant, whether through inability to relet the Premises on terms similar to those of this Lease or otherwise, in an amount equal to all Rent which is then due as if the Lease had not been terminated as and when the same would have become due and payable; provided that such payment shall be the continuing obligation of Tenant for Rent and all other sums due hereunder and shall not constitute a penalty or forfeiture or liquidated damages;
 - (ii) Enter upon and take possession of the Demised Premises without terminating this Lease and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and if Landlord so elects, relet the Premises on such terms as Landlord may deem advisable and receive the Rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting;

- (iii) Enter upon the Demised Premises, by force if necessary pursuant to legal process, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages, resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.
- (b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or at equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. No act or omission of Landlord or its Agent during the Lease Term shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept a surrender of the Demised Premises shall be valid unless the same is made in writing properly executed and delivered by Landlord. Tenant shall have the right to reserve all claims against Landlord, its successors and assigns arising prior to any transfer of Landlord's interest under this Lease. Notwithstanding any rights which may be conferred upon Landlord in law, equity, or otherwise, in no event shall Landlord be entitled to collect rent and damages due hereunder on an accelerated basis upon default by Tenant.
- (c) In the event Landlord does relet the Demised Premises, all rentals received by Landlord from such reletting shall be applied: (i) first, to the payment of any indebtedness (other than Rent due hereunder) from Tenant to Landlord, (ii) second, to the costs of reletting, as described below, (iii) third, to the payment of Minimum Guaranteed Rent, Percentage Rent, additional Rent and all other charges and sums then due and unpaid hereunder; and (iv) the residue, if any, shall be held by Landlord for the benefit of Tenant to the extent of and for application in payment of future sums as the same become due and payable hereunder.
- (d) The amount of Landlord's loss or damage resulting from default by Tenant under this Lease or the deficiency arising by reason of any reletting of the Demised Premises by Landlord, as above provided, shall include all costs and expenses of repossession and reletting, including, without limitation, brokerage fees and commissions, Attorney's Fees (hereinafter defined), advertising and marketing expenses, concessions, and any and all other commissions, finders fees, or similar expenses, and the costs of any and all tenant improvements, repairs or remodeling undertaken by Landlord following repossession. In addition, there shall be added to the Minimum Guaranteed Rent herein provided for the period from the date of an event of default until the end of the term of this Lease a sum equal to the average Percentage Rent required to be paid hereunder by Tenant during the two full Lease Years immediately preceding the date of such termination or reletting (or if two full Lease Years have not then elapsed then the period between the Rent Commencement Date and the date of such termination or reletting with proportionate adjustment for partial years) multiplied by the number of Lease Years or portions thereof falling within such period.

13.3 Dispute Resolution. If a dispute arises from or relates to this Lease or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties will first endeavor to settle this dispute in an amicable manner by mediation administered by the American Arbitration Association in Atlanta, Georgia under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement or any breach thereof shall be settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall share equally the cost of mediation, and arbitration if it is necessary, commenced hereunder, including the costs of mediator, arbitrator(s) and AAA fees.

13.4 Attorney's Fees. If Landlord employs an attorney to enforce or defend any one or more of Landlord's rights or remedies under this Lease, Tenant agrees to pay, in addition to all other sums due, court costs and fifteen (15%) percent attorney's fees, or the then highest amount of attorneys fees permissible pursuant to the Official Code of Georgia, ("Attorney's Fees"). In any legal action or litigation between the parties in connection with this Lease, the prevailing party shall be entitled to recover, as a part of such legal action or litigation, such party's costs and expenses of such action or litigation, including without limitation court costs and reasonable attorneys' fees.

13.5 Waiver of Rule of Construction. Landlord and Tenant each represents and warrants to the other that each such party was represented by competent counsel in the negotiation and execution of this Lease. No rule of construction shall be applied to the interpretation of this Lease which construes against either party to this instrument.

In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said Premises as a tenant from month to month at a Minimum Guaranteed Rent equal to the Minimum Guaranteed Rent herein provided for the last Lease Year of the Term plus fifty per cent (50%) of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy; and in no event shall there be any renewal of this Lease by operation of law.

ARTICLE XV SUBORDINATION

This Lease is subject and subordinate to any bona fide mortgage, deed to secure debt, or any other hypothecation for security which has been or which hereafter may be placed upon the Shopping Center, the Demised Premises or any property of Landlord of which they are a part and to any renewals, modifications or extensions thereof. Tenant agrees to execute such estoppels and/or subordination documents as Landlord's lender or lenders may require from time to time. Tenant's obligation to execute a subordination document shall be conditioned upon Owner requesting from any party seeking such document a non-disturbance agreement to the effect that so long as Tenant pays the rentals due under this Lease and otherwise complies with the terms hereof, Tenant's occupancy hereunder shall not be disturbed. Tenant shall agree to attorn directly to any such party. The current form of Subordination, Non-Disturbance and Attornment agreement (an "SNDA") provided and required by Landlord's current Lender is attached hereto and incorporated herein. Tenant agrees to execute such SNDA when Tenant executes this Lease and Landlord agrees to use its best efforts to obtain Lender's execution of the same.

ARTICLE XVI NOTICES

Wherever any notice is required or permitted to be given hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered to Landlord hereunder shall be effective when hand delivered to Landlord or the calendar day after such notice is deposited, prepaid, with a commercial overnight delivery service requiring proof of delivery or the second calendar day after deposited with the United States Mail, postage prepaid, Registered Mail, Return Receipt Requested, in either case addressed to Landlord at the address to which Rent is then due and payable, or at such other address as may be theretofore specified by written notice delivered in accordance herewith. Any notice or document required or permitted to be delivered to Tenant shall be deemed to be delivered to Tenant when hand delivered to Tenant or the calendar day after such notice is deposited, prepaid, with a commercial overnight delivery service requiring proof of delivery or with the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, in either case addressed to Tenant's Mailing Address set out in Article I above, or at such other address as may be theretofore specified by written notice delivered in accordance herewith.

ARTICLE XVII AGENT

AB&E, INC. herein referred to as "Agent", is the agent of the Landlord in the negotiation of this Lease and the management of the Shopping Center. The commissions and fees to be paid by the Landlord to the Agent, and the other terms of said agency, are established by separate agreement between Landlord and Agent. The parties hereto understand and acknowledge that Agent is acting herein, and in the management of the Shopping Center, solely as agent of Landlord, to whom Tenant must look as regards all covenants, agreements and warranties herein and all conditions and occurrences related to Tenant's occupancy in the Shopping Center. Agent shall never be liable to Tenant in regard to any matter which may arise by virtue of this Lease or of Tenant's occupancy in the Shopping Center. Tenant represents and warrants that there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease excepting only those incurred by Landlord to Agent, and Agent's agreement to cooperate with Tenant's agent, the Shopping Center Group, Inc. and Tenant hereby indemnifies and agrees to defend the Landlord against, and hold it harmless from, all liabilities arising from any such claim, including, without limitation, court costs and reasonable attorney's fees actually incurred in connection therewith. Each party hereby represents and warrants to the other party that no broker or real estate agent has had any part in bringing about this Lease except as expressly provided above. Each party hereby agrees to indemnify and save the other party harmless from and against any claims against the other party if the indemnifying party's representation is not true.

ARTICLE XVIII MISCELLANEOUS

18.1 Usufruct Relationship of Parties. This Lease does not create an estate for years, but only a usufruct, not subject to levy and sale or other transfer, whether voluntary or by operation of law. The relationship established by this Lease is that of landlord and tenant, and nothing herein contained shall be deemed or construed by the parties hereto, nor by

any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

18.2 Captions and Headings. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and vice versa, and words of any gender shall include each other gender.

18.3 No Waiver. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. Without limiting the foregoing, forbearance or delay by Landlord in enforcing any remedy available to Landlord upon any violation or breach by Tenant of any provision of this Lease shall not be deemed or construed to constitute a waiver of such violation or of any subsequent violation. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

18.4 Time of Essence, Tenant's Remedies. Time is of the essence in this Lease agreement. However, whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of any of such period of time, any delays due to Unavoidable Delay. At any time when there is outstanding a mortgage, deed to secure debt or similar security instrument covering Landlord's interest in the Demised Premises of which Tenant has received notice, Tenant may not exercise any remedy or remedies for alleged default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed to secure debt or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed; provided, however, that nothing contained herein shall be deemed to imply or create in Tenant any specific remedy upon any alleged default of Landlord. Tenant shall be deemed to have received notice of the existence of any mortgage, deed to secure debt or similar security instrument covering Landlord's interest in the Demised Premises with respect to which Tenant has executed an estoppel or an SNDA.

18.5 Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed on the part of Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease have the peaceable and quiet enjoyment of the Demised Premises. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Unavoidable Delay, performance of such act shall be excused for the period of Unavoidable Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18.6 Entire Agreement, Effect on Prior Lease. This Lease contains the entire agreement between the parties, and no agreement, representation or inducement shall be effective to change, modify or terminate this Lease, in whole or in part, unless such agreement, representation or inducement is reduced to writing and signed by both parties hereto. The execution of this Lease shall have no effect on any outstanding obligation(s) from Tenant to Landlord under any prior lease for all or any portion of the Premises.

18.7 Certificates. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to the Landlord a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and further stating the dates to which Rent and other charges payable under this Lease have been paid.

18.8 Interest. Any payment of any amount not paid by Tenant to Landlord within ten (10) calendar days after the date such payment is due (taking into account any applicable grace period) shall bear interest from the date such payment was due until paid at the rate of ten (10%) per cent per annum. Such interest shall be considered Rent hereunder and shall be payable on demand.

18.9 Choice of Laws. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Lease.

18.10 Binding Effect. The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefits of, and be binding upon the parties hereto and their respective permitted heirs, successors in interest and legal representatives, except as otherwise herein expressly provided. If at any time there is more than one person or entity as Tenant hereunder, then the liability of each and every such person or entity hereunder shall be joint and several. If at any time there are more than one Guarantor hereunder, then the liability of each such Guarantor hereunder shall be joint and several. Notwithstanding anything in this Lease to the contrary, any and all claims, demands or causes of action which Tenant may at any time have against Landlord because of Landlord's failure to comply with any provisions

heretof, shall be enforceable solely against Landlord's right, title and interest in the Shopping Center, and no other property of Landlord shall be subject to any such claim, demand or cause of action. Anything elsewhere herein to the contrary notwithstanding, if this Lease is executed by trustees of a trust which is a manager of Landlord, then such execution by any one or more of such trustees is solely in his/her/their fiduciary capacity as a trustee of the trust which is a manager of Landlord, and it is specifically agreed that no trustee of such trust shall be personally or individually liable pursuant hereto nor shall any other property of the trust or each or any of said trustees be subject to any claim pursuant hereto.

18.11 Severability. If any provision of this Lease or portion thereof or application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable under present or future laws effective during the Lease Term or any extension thereof, the remainder of this Lease, including the remaining portion of any provision which is held to be invalid only in part, or the application of any such invalid provision or portion thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby and each provision of this Lease, or portion thereof, shall be valid and enforced to the fullest extent permitted by Law.

18.12 Homestead. Tenant hereby waives any and all homestead rights and exemptions which Tenant may have under any law as against any obligation owing under this Lease and hereby assigns such exemption to Landlord.

18.13 Landlord's Consent. Tenant expressly acknowledges and agrees that any consent from Landlord must be in writing and received from an authorized officer of Landlord or Agent and that Tenant may not rely on any verbal consent from any employee of Landlord or Agent. Whenever, pursuant to this Lease, Tenant is required to pay estimated amounts to Landlord, such estimates shall be reasonable.

18.14 No Obligation to Provide Security. Tenant hereby agrees and acknowledges that Agent and Landlord shall not have any duty to provide any security services to Tenant, its employees, invitees, sub-tenants, agents, licensees, concessionaires, suppliers, customers or visitors, or to the Shopping Center, or any portion thereof, or to any other person whomsoever unless security is provided for and paid as a part of Operating Expenses. Tenant shall look solely to the public police force for police protection. Tenant acknowledges and agrees that protection against criminal actions is not the responsibility of Landlord or Agent, and even if Landlord or Agent should from time to time provide security services, Tenant cannot rely on such services and the provision of such services shall not constitute a waiver of Landlord's disclaimer hereunder.

18.15 Survival. Notwithstanding anything to the contrary contained in this Lease, the indemnities and/or waivers of Tenant provided in Articles VI, VII, VIII, XVII, and XVIII of this Lease shall survive the expiration, termination, or cancellation of this Lease, whether such expiration, termination or cancellation is permitted hereunder or otherwise.

18.16 No Offer or Lease Unless Fully Executed. The submission of this Lease to Tenant for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective only upon execution and delivery by Landlord and Tenant. Tenant acknowledges that Landlord or Landlord's Agent and employees have made no representations or promises with respect to the Demised Premises or the Shopping Center except as herein expressly set forth and Tenant further acknowledges that Tenant has acquired no right, easement or license, by implication or otherwise, except as herein expressly set forth.

18.17 Plot Plan. Tenant also acknowledges receipt of the Plot Plan of the Shopping Center attached hereto as Exhibit "A", if any, and agrees that Tenant will comply with the Plot Plan insofar as such Plot Plan applies directly or indirectly to Tenant or Tenant's operations under this Lease and Tenant agrees to be bound by all specifications, dimensions, easements, rights, restrictions or limitations or other provisions contained in the Plot Plan as though the same were written into this Lease. The Plot Plan is not intended to be a representation by Landlord or Agent of any actual or potential tenant occupancy and should be used for informational purposes only. It is subject to addition, modification and/or deletion of any space, configuration and/or tenant shown thereon without notice to Tenant. Landlord is under no obligation to provide any specific department store or tenant, or any number of occupants in the Shopping Center.

ARTICLE XIX SPECIAL STIPULATIONS

Whenever any of the provisions of this ARTICLE XIX shall conflict with any other of the provisions of this Lease Agreement, the provisions in this ARTICLE XIX shall prevail.

19.1 Deferred Rent. So long as Tenant is not in default under the terms of this Lease, Tenant shall not be obligated to pay Percentage Rent or Tenant's Proportionate Share of Operating Expenses, Taxes or Insurance Premiums for the first six (6) calendar months of the first Lease Year (collectively, the "Deferred Rent"); provided, however, that upon an event

of default of Tenant hereunder beyond any applicable grace or cure period, all Deferred Rent which has accrued through the date of such default shall become immediately due and payable and Minimum Guaranteed Rent which would otherwise have become Deferred Rent after the date of such event of default, if any, shall not be treated as Deferred Rent but shall instead become immediately due and payable as it accrues. The Deferred Rent shall not include payments for other reimbursement of expenses of Landlord, such as utility charges, all of which shall begin to accrue on the Rent Commencement Date.

19.2 Option. Provided Tenant is not in default under any of the provisions or covenants of the Lease, Tenant shall be afforded the opportunity of renewing the Lease for one (1) successive period of five (5) Lease Years (i.e., a maximum potential extension of five (5) years) by giving written notice to Landlord of Tenant's intent to so renew the Lease no less than one hundred eighty (180) days prior to the otherwise effective expiration date of the then current Lease Term. If the option is duly exercised, the Lease shall not terminate upon expiration of the original Lease Term, but instead the term of the Lease shall be automatically extended upon all of the same terms, conditions and covenants as are set forth in the Lease, with Minimum Guaranteed Rent being payable for said renewal period as set forth herein in Article I above. Should Tenant fail to exercise any of its options as provided herein, all remaining option privileges shall be extinguished and the Term of the Lease shall end upon the otherwise effective expiration date. Tenant shall have no additional right to renew the Term of the Lease other than as specifically set forth above. In the event Tenant exercises its right to extend the Term as herein provided, the words "Term" or "Lease Term" as used herein shall include any extended Term unless the context clearly indicates otherwise.

19.3 Cotenancy and Tenant's Right to Terminate. So long as no default has occurred under this Lease beyond any applicable grace or cure period, Tenant may, upon written notice delivered to Landlord no more than forty five (45) calendar days following the expiration of the third Lease Year and accompanied by the report of Gross Sales for such Lease Year required pursuant to Article IV above, elect to terminate this Lease effective the last day of the second calendar month following the end of the third Lease Year if Gross Sales for the third Lease Year do not equal or exceed \$750,000.00. In the event that the space currently occupied by Maxway or any tenant in the Shopping Center occupying 30,000 contiguous square feet (an "Anchor Space") or 50% of the mall gross leasable area (excluding Tenant) cease to operate for one hundred eighty two (182) consecutive calendar days, Tenant shall have the option to: (i) terminate this Lease, or (ii) without losing Tenant's right to terminate, elect to pay Percentage Rent, on a monthly basis, in lieu of Minimum Guaranteed Rent until the Anchor Space and 65% of the remaining mall tenants are open and operating.

19.4 Exclusive. Landlord agrees that so long as Tenant is not in default under this Lease and is operating its business at the Premises, Landlord will not rent more than one additional store in the Shopping Center for the operation of a store which derives over 75% of its gross revenue primarily from the sale of ladies ready to wear large/plus size clothing ("Conflicting Use"); provided, however, that (i) nothing in this paragraph shall limit the activities of any of the Major Tenants or any other tenants who have signed leases for premises in the Shopping Center as of the date of this lease, as such tenants may be operating as of the date of this lease or may operate in the future from time to time as permitted under any of said tenant's respective leases; and (ii) without limiting the foregoing, the exclusive right granted to Tenant hereunder and Landlord's agreement not to sign more than one additional lease for any Conflicting Use does not apply to any renewal or relocation of any existing lease or tenant at the Shopping Center; and (iii) the exclusive rights granted in this paragraph shall apply only to Tenant, its franchisees or affiliates and the exclusive rights granted in this paragraph shall not apply to any other sublessee or assignee of Tenant which may be permitted under this Lease. Tenant acknowledges that the Shopping Center currently includes tenants which now carry or which may carry some quantity of ladies ready to wear large/plus size clothing including, without limitation, Petrie Stores d/b/a Stuart's (which is a direct competitor of Tenant), Maxway, which is a Major Tenant, Howard Silverman d/b/a Cadillac Jeans, The Happenings and Lea's Boutique. The prior list is for informational purposes only and is not an exhaustive or complete list of tenants which may be permitted under their current leases to carry some quantity of large or plus size women's clothing. In the event Landlord violates this paragraph 19.4, Tenant shall only be obligated to pay Percentage Rent equal to the Percentage Rent Rate multiplied by the monthly Gross Sales ("Substitute Rent") derived from the Premises in lieu of the Minimum Guaranteed Rent until the date such Conflicting Use's business operations are no longer being conducted at the Shopping Center. Furthermore, in the event (a) such Conflicting Use remains open for business; (b) Tenant pays Substitute Rent for one (1) year; and (c) Tenant's Gross Sales for said one (1) year period have reduced by twenty five percent (25%) or more over the period of one (1) year immediately prior to the date such Conflicting Use opened for business in the Shopping Center, then as of the one (1) year anniversary of the date the Conflicting Use opened for business, Tenant shall have the one time right to elect to continue to pay Substitute Rent or terminate this Lease on thirty (30) days written notice to Landlord.

IN WITNESS WHEREOF, each party hereto has executed this Lease under seal, or has caused it to be executed under seal by its duly authorized representative, as of the day and year first above written.

LANDLORD:

HT WEST END, LLC, a Georgia limited liability co.

By: [Signature]

Charles E. Taylor, Manager

By: [Signature]

Martin C. Halpern, Manager

[Company Seal]

Signed, sealed, sworn to and delivered
in the presence of:

[Signature]
Notary Public

Notarized this 18th day of March, 19 98

My Commission Expires:

(NOTARIAL SEAL)

TENANT:

LARGE APPAREL OF GEORGIA, INC.

By: [Signature]

Its: President

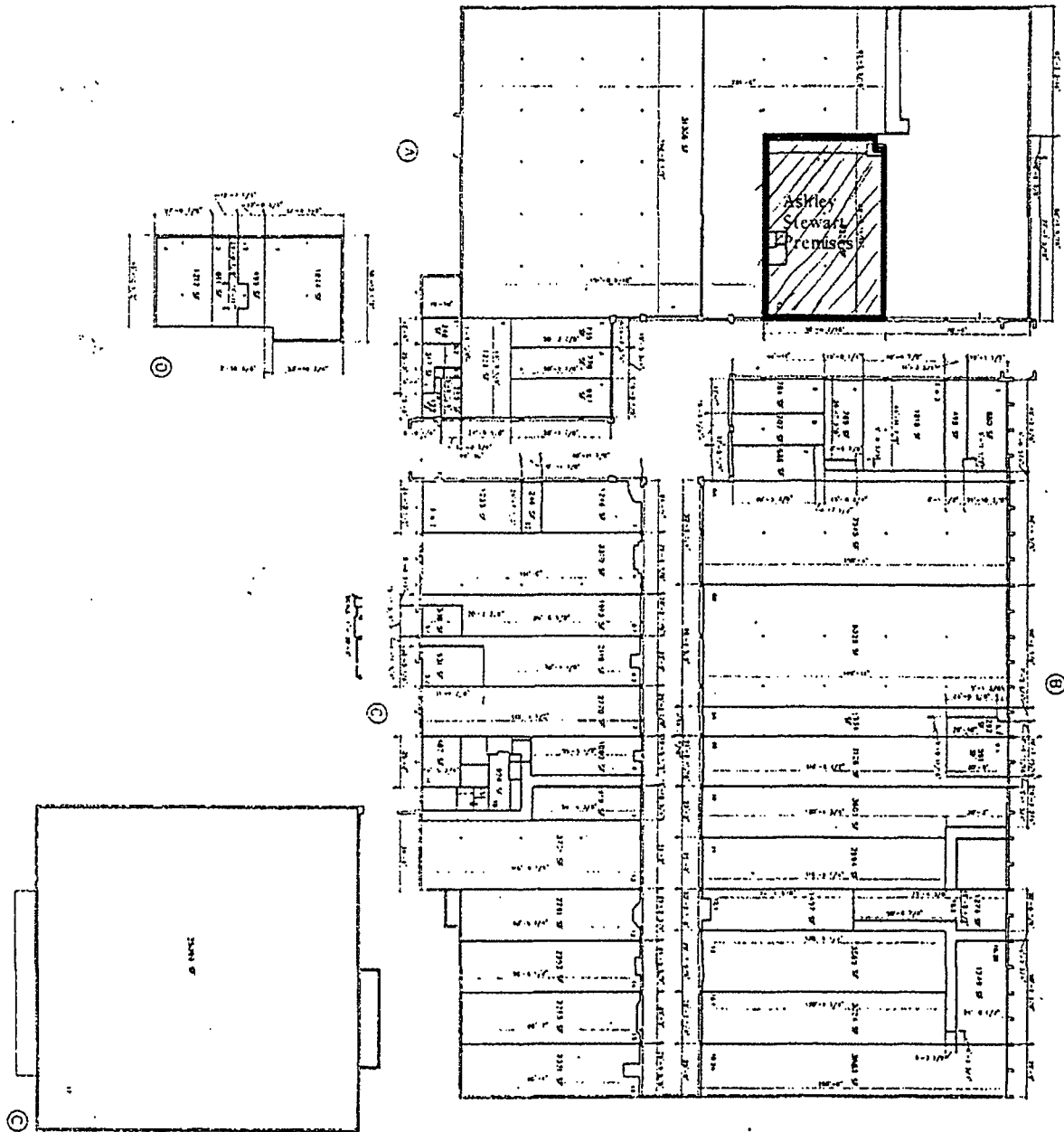
By: [Signature]

Its: Asst Sec'y

[Corporate Seal]

KIMBERLY ANN RUITENBERG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 5, 2001

EXHIBIT "A" Demised Premises



LEGEND	
SPACE	REMARKS
1-1	REMARKS
1-2	REMARKS
1-3	REMARKS
1-4	REMARKS
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1-99	REMARKS
1-100	REMARKS

THE MALL WEST END 850 OAK STREET ATLANTA, GA

ARCHITECT:
STANLEY LOVE-STANLEY, P.C.

600 WEST PEACHTREE STREET
SUITE 1400
ATLANTA, GEORGIA

EXHIBIT "B"
Shopping Center

All that tract or parcel of land lying and being in land lot 108, 14th district, Fulton County, City of Atlanta, Georgia and being more particularly described as follows:

Beginning at a 1/2" iron pin placed at the intersection of the north right of way line of Ralph David Abernathy f/k/a Gordon Street (60 foot right of way) with the west right of way line of Lee Street (60 foot right of way) and THE TRUE POINT OF BEGINNING; thence along the north right of way line of Ralph David Abernathy f/k/a Gordon Street South 89° 40' 03" West a distance of 501.36 feet to a point; thence continuing along said right of way line South 83° 19' 33" West a distance of 146.11 feet to a 1/2" iron pin placed at the intersection of the north right of way line of Ralph David Abernathy with the east right of way line of Dunn Street; thence leaving said right of way line of Ralph David Abernathy and continuing along the current and former east right of way line of Dunn Street North 02° 39' 22" West a distance of 390.47 feet to a point; thence continuing along the former east right of way line of Dunn Street North 03° 02' 04" West a distance of 40.00 feet to a point; thence continuing along said former right of way line of Dunn Street North 02° 36' 18" West a distance of 417.45 feet to a 1/2" iron pin found at the intersection of the former east right of way line of Dunn Street with the south right of way line of Oak Street (50 foot right of way); thence leaving said east right of way line of Dunn Street and continuing along the south right of way line of Oak Street South 88° 43' 57" East a distance of 304.74 feet to a point; thence continuing along said right of way line of Oak Street South 88° 30' 34" East a distance of 239.36 feet to a 1" open top pipe found at the northwest corner of property now or formerly owned by BP Oil, Inc. (the "BP Property"); thence leaving said south right of way line of Oak Street and continuing along the western boundary of the BP Property South 00° 35' 06" West a distance of 102.00 feet to a 1/2" iron pin found on the northern boundary of property now or formerly of Taco Bell (the "Taco Bell Property"); thence continuing along the northern boundary of the Taco Bell Property North 88° 24' 38" West a distance of 36.24 feet to a PK Nail placed at the northwest corner of the Taco Bell Property; thence continuing along the western boundary of the Taco Bell Property South 00° 06' 43" West a distance of 147.35 feet to a PK Nail placed at the southwest corner of the Taco Bell Property; thence continuing along the southern boundary of the Taco Bell Property South 89° 40' 18" East a distance of 185.00 feet to a 1/2" rebar found on the west right of way line of Lee Street (60 foot right of way); thence along said right of way line of Lee Street South 00° 35' 06" West a distance of 148.00 feet to a point; thence continuing along said right of way line South 00° 34' 48" West a distance of 416.78 feet to a 1/2" iron pin placed at the intersection of the west right of way line of Lee Street with the north right of way line of Gordon Street and THE TRUE POINT OF BEGINNING.

Said property contains 11.693 acres and is shown on a survey for HT West End, LLC, NationsBanc Mortgage Capital Corporation and Old Republic National Title Insurance Company dated November 4, 1996 and last revised January 14, 1997, prepared by Chester M. Smith, Jr., Georgia Registered Land Surveyor No. 1445. Said property is commonly known as the Mall West End, 850 Oak Street, according to the present system of numbering properties in Atlanta, Georgia.

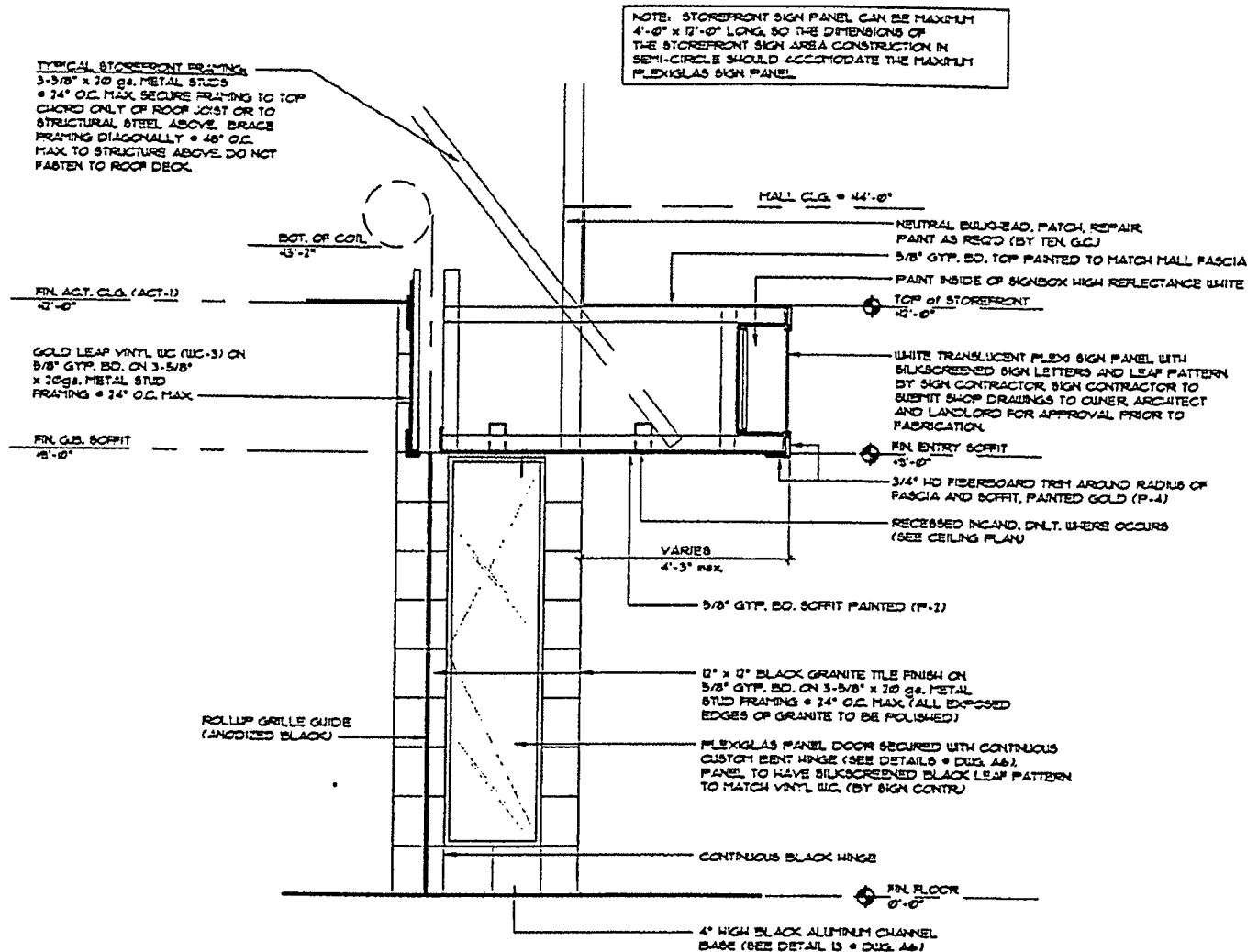
Together with:

All that tract or parcel of land lying and being in Land Lot 180, 14th District, Fulton County, City of Atlanta, Georgia and being more particularly described as follows:

Beginning at a 1/2" rebar found at the intersection of the south right of way line of Oak Street (50 foot right of way) with the former east right of way line of Dunn Street; thence along said former right of way line of Dunn Street South 02° 36' 18" East, a distance of 417.45 feet to a point; thence continuing along said former east right of way of Dunn Street South 03° 02' 04" East, a distance of 40.00 feet to a point; thence continuing along said former east right of way of Dunn Street South 02° 39' 22" East, a distance of 113.55 feet to a point on the former east right of way line of Dunn Street; thence leaving said former east right of way of Dunn Street and continuing along the current northern right of way of Dunn Street South 88° 13' 38" West, a distance of 21.01 feet to a point on the eastern boundary of property now or formerly owned by Sears, Roebuck & Co. (the "Sears Property"); thence continuing along the eastern boundary of the Sears Property North 02° 35' 22" West, a distance of 572.08 feet to a point on the northeast corner of the Sears Property and being on the south right of way line of Oak Street; thence continuing along said right of way line of Oak Street South 88° 43' 57" East a distance of 20.50 feet to a 1/2" rebar found and THE TRUE POINT OF BEGINNING.

Said property contains 0.270 acres and is shown on a survey for HT West End, LLC, NationsBanc Mortgage Capital Corporation and Old Republic National Title Insurance Company dated November 4, 1996 and last revised January 14, 1997, prepared by Chester M. Smith, Jr., Georgia Registered Land Surveyor No. 1445. Said property is commonly known as the Mall West End, 850 Oak Street, according to the present system of numbering properties in Atlanta, Georgia.

Exhibit D



③ SECTION THROUGH STOREFRONT ENTRY



Frederick Taylor Associates
Architects, P.C.

287 Bowman Avenue
Purchase, N.Y. 10577

tel 914 251 1111
fax 914 251 0011

Taylor Associates Architects

ASHLEY STEWART
100 METRO WAY
SECAUCUS, NJ 07094
(201) 319-9093
(201) 319-9097 FAX

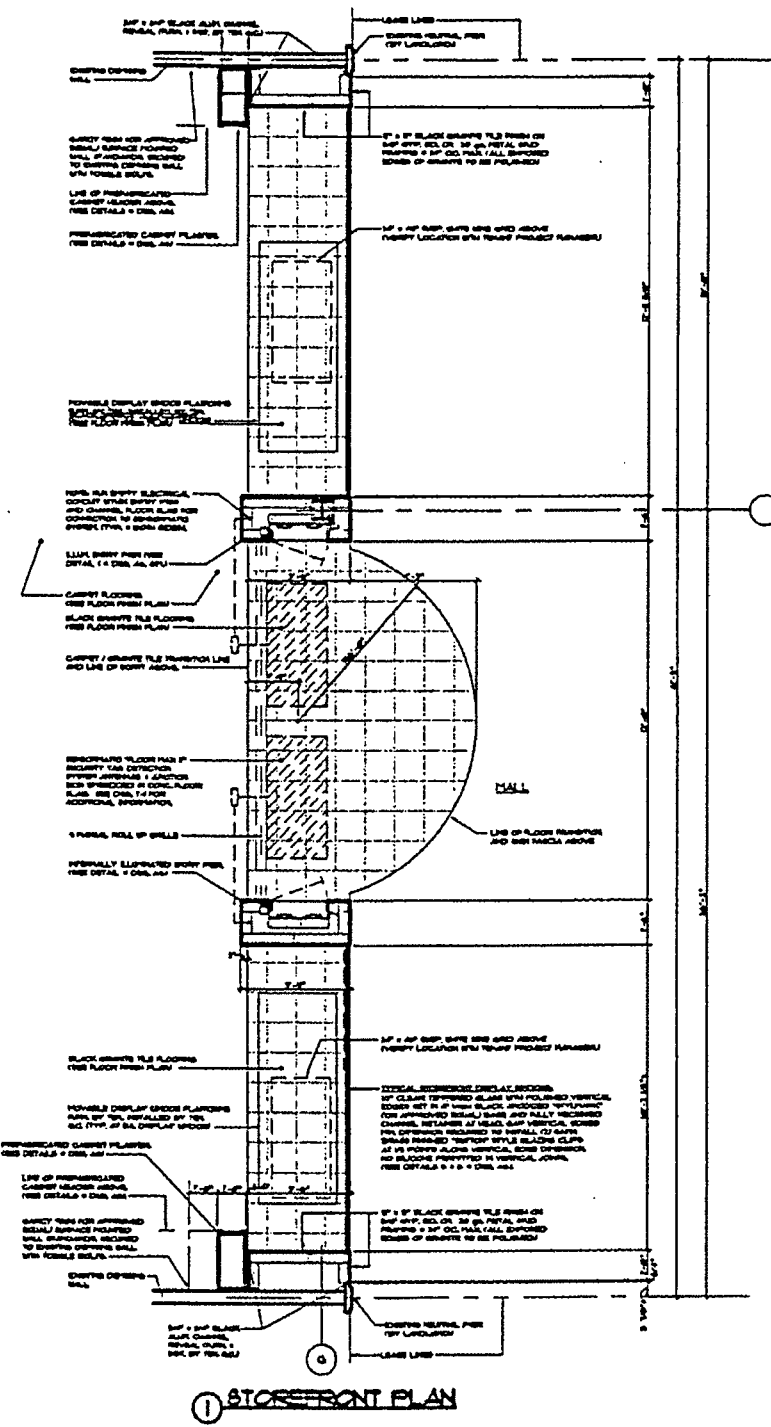
PROJECT

Ashley Stewart
Great Women of Style

TENANT STORE NO.

JOB NO.

TYPICAL STOREFRONT



① STOREFRONT PLAN



Frederick Taylor Associates Architects, P.C. 287 Bowman Avenue Purchase, N.Y. 10577 tel 914 251 1111 fax 914 251 0011

Taylor Associates Architects

ASHLEY STEWART
100 METRO WAY
SECAUCUS, NJ 07094
(201) 319-9093
(201) 319-9097 FAX

PROJECT	
<i>Ashley Stewart</i> Great Women of Style	
TENANT STORE NO.	JOB NO.
-	-
TYPICAL STOREFRONT	



KITCHENS
KELLEY
GAYNES P.C.

Attorneys at Law
Eleven Piedmont Center - Suite 900
3495 Piedmont Road, N.E.
Atlanta, Georgia 30305
Telephone: 404-237-4100
Facsimile: 404-364-0126

January 20, 2011

VIA FEDERAL EXPRESS TRACKING NO. 7966 7463 6240

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

Re: In re: Large Apparel of Georgia, Inc.; In the United
States Bankruptcy Court for the District of Delaware;
Case No. 10-13038 (KJC)

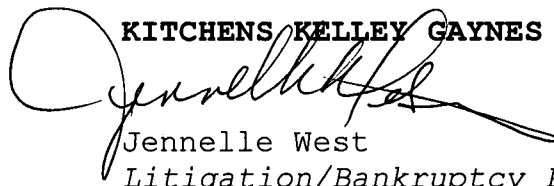
Dear Sir or Madam:

Enclosed please find an original and one copy of a proof of claim for filing in the above-referenced bankruptcy case on behalf of the following creditor:

1. HT West End, LLC in the amount of \$61,179.60.

Please return a filed stamped copy of the proof of claim in the enclosed self-addressed stamped envelope. Should you need additional information please contact me.

Very truly yours,



KITCHENS KELLEY GAYNES P.C.

Jennelle West
Litigation/Bankruptcy Paralegal

/jw
Enclosure

cc: Heather D. Brown, Esq. (w/o encl.)

713664_1