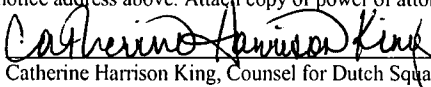



UNITED STATES BANKRUPTCY COURT – DELAWARE		PROOF OF CLAIM
Name of Debtor: Large Apparel of South Carolina, Inc.		Case Number: 10-13037
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative 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): Dutch Square Limited Liability Company		
Name and address where notices should be sent: Miller & Martin PLLC c/o Catherine Harrison King 1170 Peachtree Street, NE, Suite 1170 Atlanta, GA 30309-7706 Telephone number: (404) 962-6100		<div style="text-align: center; font-weight: bold; font-size: 1.2em;"> RECEIVED JAN 21 2011 BMC GROUP </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim Court Claim Number: _____ <i>(If known)</i> Filed on: _____ </div>
Name and address where payment should be sent: (if different from above): Dutch Square Limited Liability Company c/o Denise Dyer 11501 Northlake Drive Cincinnati, OH 45249 Telephone number: (513) 619-5026		<input type="checkbox"/> Check here if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ UNKNOWN If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2). Amount entitled to priority: <u>\$ Unknown</u> <i>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: Non-Residential Real Property Lease in Columbia, SC (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: n/a 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
DATE: 01/20/2011	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Catherine Harrison King, Counsel for Dutch Square Limited Liability Company	
		FOR COURT USE ONLY Urban Brands  00591

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

STATEMENT OF ACCOUNT FOR PROOF OF CLAIM

DEBTOR: LARGE APPAREL OF SOUTH CAROLINA, INC.

CASE: 10-13037 CHAPTER: 11

CLAIMANT: DUTCH SQUARE LIMITED LIABILITY COMPANY

SUMMARY OF DOCUMENTS

- Lease Agreement executed by and between Dutch Square Limited Liability Company and Catherine's, Inc. Delaware, dba Added Dimensions, dated October 4, 1996.
- Letter, dated July 2, 2001, from Catherines, Inc. to Phillips Edison Co.
- First Amendment to Lease Agreement executed by and between Dutch Square Limited Liability Company and Large Apparel of South Carolina, Inc., dba Ashley Stewart, dated January 9, 2007.
- Second Amendment to Lease Agreement executed by and between Dutch Square Limited Liability Company and Large Apparel of South Carolina, Inc., dba Ashley Stewart # 329, dated February 11, 2008.

SUMMARY OF CLAIM AMOUNT

Unknown.*

*Debtor and Claimant are in negotiations to assume and assign the lease; therefore, Claimant cannot make a final accounting of all sums due at this time. Claimant reserves all its rights to amend its claim to include any amounts due and owing for CAM, real estate tax, and insurance reconciliation charges should the lease be rejected. Further, Claimant reserves all its rights to amend its claim to include all additional damages which may arise from a rejection of this lease by the Debtor and to apply to the Court for allowance of an administrative expense for any amounts which accrue post-petition but which remain unpaid. Claimant further reserves its right to insist that all defaults be cured in the event that the Debtor assumes the lease.

LEASE AGREEMENT

between

DUTCH SQUARE LIMITED LIABILITY COMPANY

and

CATHERINE'S INC., DELAWARE

dba

~~ADDED DIMENSIONS~~

Ashley Stewart #329

Urban Brands Corp

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LEASE AGREEMENT

This Lease Agreement ("Lease") made as of the 4 day of October, 1996 by and between DUTCH SQUARE LIMITED LIABILITY COMPANY, an Ohio Limited Liability Company ("Landlord"), and CATHERINE INC. DELAWARE, DBA ADDED DIMENSIONS, ("Tenant").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ATTACHMENTS

Section 1.1 Certain Defined Terms.

As used herein, the term:

- A. "Development Area" means all those certain parcels of land, situated in Richland County, South Carolina, owned, leased or operated by Landlord, or by any affiliate of Landlord, as a part of or in support of the Shopping Center.
- B. "Landlord's Building" means the development located at Broad River Road at Bush River Road in Richland County, South Carolina.
- C. "Shopping Center" means that portion of the structure constructed or to be constructed by Landlord in location shown on Schedule "A", as the same may be altered, reduced, expanded or replaced from time to time, which has been or may be allocated by Landlord for retail purposes and known as Dutch Square Center.
- D. "Landlord's Expansion" means any addition to Landlord's Building to be constructed by Landlord within the Development Area, as the same may be altered, reduced, expanded or replaced from time to time.
- E. "Premises" means Tenant's portion of Landlord's Building shown and highlighted on Schedule "A2" containing approximately 3,527 square feet in location number 99.

The actual dimensions of the floor area of the Premises shall be determined by measurement pursuant to the provisions of Section 2.2.
- F. "Term" means a period of Ten (10) Rental Years plus the length of time from the date hereof to the Rental Commencement Date, commencing and ending as provided in Section 3.1.
- G. "Permitted Use" means Tenant may use the Premises solely for the purpose of operating a ladies clothing shop for stout (half & large sizes) women with accessory items and related business items normally found in this type of shop.
- H. "Annual Basic Rental" means:
 - during Rental Years 1-3: an amount equal to the product of Eight and 00/100ths Dollars (\$8.00) multiplied by the number of square feet contained in Tenant's Floor Area. (subject to adjustment as provided in Section 2.2);
 - during Rental Years 4-5: an amount equal to the product of Nine and 00/100ths Dollars (\$9.00) multiplied by the number of square feet contained in Tenant's Floor area. (subject to adjustment as provided in Section 2.2);
 - during Rental Years 6-10: an amount equal to the product of Eleven and 00/100ths Dollars (\$11.00) multiplied by the number of square feet contained in Tenant's Floor Area. (subject to adjustment as provided in Section 2.2);
- I. "Annual Percentage Rental" means, for each Rental Year, a sum equal to five percent (5%) ("Percentage Rental Rate") of the amount by which annual Gross Sales exceeds the Annual Basic Rental (such amount being hereinafter sometimes referred to as Tenant's "breakpoint").

The breakpoint during the Lease Term shall be (except as provided for in Section 7.9 herein):

	<u>Breakpoint</u>
Rental Years 1-3:	<u>\$ 564,320</u>
Rental Years 4-5:	<u>\$ 634,860</u>
Rental Years 6-10:	<u>\$ 775,940</u>

- J. "Security Deposit"-Intentionally Deleted.
- K. "Promotion Fund Contribution Rate"- Intentionally Deleted.
- L. "Landlord Operating Costs Contribution Rate" during the first calendar year means the sum of Two and 80/100ths Dollars (\$2.80) multiplied by the total square feet of Tenant's Floor Area.
- M. "Tenant Notice Address" means Added Dimensions, c/o Catherine Stores Corporation, 3742 Lamar Ave., Memphis, TN 38118.
- N. "Tenant Trade Name" means Added Dimensions.
- O. "Landlord's Floor Area" means the aggregate number of square feet of leasable floor area in the Shopping Center (exclusive of the number of square feet occupied by "Department Stores" as defined below) which are occupied pursuant to executed lease agreements with Landlord, and with respect to any such floor area not so occupied, shall consist of all such leasable floor area in the Shopping Center designed for the exclusive use and occupancy of tenants, excluding Common Areas, mezzanine areas, areas used for management, security, maintenance and offices, and areas used for governmental facilities.
- P. "Tenant's Floor Area" means that portion of Landlord's Floor Area constituting the Premises which shall be measured (a) with respect to the front and rear width thereof, from the middle of the demising wall of the adjacent tenant premises, or, if not adjoining any other tenant premises, from the exterior face of the adjacent exterior or corridor wall, and (b) with respect to the depth thereof, from the front lease line (as designated on the Lease Outline Drawings to be prepared by the Landlord pursuant to Schedule "A2" hereof) to the exterior face of the demising wall of the adjacent tenant premises, or, if not adjoining any other tenant premises on the rear wall, to the exterior face of the rear exterior wall, or corridor wall; and in no case shall there be any deduction for columns or other structural elements within any tenant's premises.
- Q. "Common Areas" means those areas and facilities which may be furnished, operated, or managed by Landlord, or by any affiliate of Landlord, in or near the Development Area for the nonexclusive general common use of tenants, and other occupants of the Shopping Center, their officers, agents, employees and customers, including, without limitation, all parks, walkways, sidewalks, landscaped areas, pedestrian resting areas, parking areas, subways, access roads, employee parking area, truckways, driveways, loading docks and areas, delivery passages, package pick-up stations or restrooms, meeting rooms, and other similar areas, facilities or improvements.
- R. "Default Rate" means an annual rate of interest equal to the greater of (i) twelve percent (12%) or (ii) three percent (3%) over the floating and fluctuating annual rate of interest that is equal to the prime rate as announced from time to time by Citibank, N.A., or its successors. Because this rate of interest is based on the prime rate, this rate of interest shall increase or decrease automatically and contemporaneously with every increase or decrease in the prime rate. In no event shall any interest calculated hereunder be at a rate which is higher than the maximum rate which is allowed under the usury laws of the state of South Carolina, which maximum rate shall be substituted for the rate in excess thereof, if any, computed pursuant to this provision.
- S. "Grand Opening Date" means the date and time designated from time to time by Landlord for the initial opening for business of the Shopping Center.
- T. "Rental Commencement Date" means sixty (60) days from which the Premises are Ready for Occupancy (as defined in Section 7.3) or the date the Tenant opens for business, whichever is sooner.
- U. "Department Store" means an occupant which leases or occupies 25,000 square feet or more.
- V. "Billing Period" means the period from January 1 through December 31, unless otherwise specified by Landlord. Any amounts due from Tenant for the first and last Rental Years of the Term shall be prorated proportionately based on those portions of the first and last Rental Years falling within a Billing Period.
- W. "Opening Contribution"- Intentionally Deleted.

- X. "Guarantor" means the guarantor of Tenant's obligations hereunder, Catherine Stores Corporation.
- Y. "Calculated Tax Amount" means an amount, for each year, equal to the valuation established by Richland County or the City of Columbia for the Development Area, including all land, the Shopping Center, Landlord's Building and all other buildings and improvements situated thereon designated by Landlord for retail purposes, multiplied by the assessment ratio assigned to retail developments such as the Development Area by Richland County or the City of Columbia, and multiplied by the then current millage rates established by Richland County and the City of Columbia for retail developments such as the Development Area.

Section 1.2 Attachments.

The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

<u>Schedule "A"</u>	-	Drawing Showing Shopping Center
<u>Schedule "A1"</u>	-	Drawing Showing Location of the Premises
<u>Schedule "A2"</u>	-	Lease Outline Drawing
<u>Schedule "B"</u>	-	Description of Landlord's Work
<u>Schedule "C"</u>	-	Design Criteria for Tenant Improvements
<u>Schedule "D"</u>	-	Form of Estoppel Certificate
<u>Schedule "E"</u>	-	Rules and Regulations
<u>Schedule "F"</u>	-	Guaranty

ARTICLE II

PREMISES

Section 2.1 Demised Premises.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises for the Term and at the Rental hereinafter described. Landlord warrants that so long as Tenant is not in default hereunder, Tenant shall have peaceful and quiet use and possession of the Premises.

Section 2.2 Measurement of Premises.

On or before the commencement of the Term, Landlord shall measure the Premises in the manner provided for in Section 1.1(P), and shall give Tenant notice of the Floor Area so determined. The Floor Area, as determined by Landlord, shall be deemed to be Tenant's Floor Area for all purposes of this Lease and shall be binding on the parties.

ARTICLE III

TERM

Section 3.1 Term.

The Term shall commence on the date the Premises are Ready for Occupancy (as defined in Section 7.3 hereof), and shall be for the number of years set forth in Section 1.1(F), plus the length of time from the date hereof to the Rental Commencement Date. Landlord and Tenant agree, upon demand of the other, to execute a declaration certifying the termination date of the Term as soon as the Rental Commencement Date has been determined.

Section 3.2 Expiration.

This Lease shall expire at the end of the Term without the necessity of any notice from either Landlord or Tenant to terminate the same except as otherwise provided for herein, and Tenant agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given, provided the termination date is the natural expiration date of this Lease and not any earlier termination. For the period of nine (9) months prior to the expiration of the Term, Landlord may show the Premises and all parts thereof to prospective tenants during normal business hours.

Section 3.3 Holding Over.

If Tenant does not surrender the Premises at the end of the natural expiration of the Term as opposed to an earlier termination, the tenancy under this Lease shall become a tenancy at will upon all the terms and

conditions contained in this Lease, except that the monthly rent (including Annual Basic Rental, Annual Percentage Rental, and Additional Rent) shall be one and one-half the monthly rent in effect during the last month of the Term, and such tenancy shall be terminable by either party on thirty (30) days' written notice to the other party.

Section 3.4 Renewal Option.

Intentionally Deleted

ARTICLE IV

USE

Section 4.1. Prompt Occupancy and Use.

A. Tenant shall occupy the Premises from and after the Rental Commencement Date and thereafter will continuously occupy and use the Premises for the Permitted Use and for no other purpose whatsoever, and shall open for business fully fixtured, stocked and staffed no later than the Rental Commencement Date. Tenant acknowledges that this covenant by Tenant is a material consideration to Landlord hereunder in order that Tenant might produce the maximum Gross Sales possible from the Premises during the Term.

B. Throughout the Term, Tenant shall continuously conduct in one hundred percent (100%) of the space within the Premises, with a full stock of merchandise and a full staff of personnel, the business permitted under this Lease on all business days and during such hours as are designated by Landlord from time to time. Tenant acknowledges that its obligation to continuously and actively conduct business in the Premises in the manner described in this section is for the purpose of enhancing the business activity and public patronage of the Shopping Center in order to produce for Landlord the maximum possible percentage rents and to enhance the leasability of floor space in the Shopping Center, and Tenant acknowledges that failure on its part to comply with the provisions of this section shall constitute a default under this Lease and will cause Landlord substantial damages which might be difficult or insusceptible of exact proof. Accordingly, the parties have agreed that in addition to all remedies available to Landlord, if Tenant fails to comply with the provisions of this Article IV, Landlord shall not be required to prove its actual damages for a breach of this section or article, but in lieu thereof Tenant shall pay Landlord as liquidated damages, and not as a penalty, as Additional Rental, an amount equal to the monthly installments of Annual Basic Rental payable under this Lease, which liquidated damage payments shall continue from the date of breach until such breach is cured or until the end of the Term, whichever is first. Said liquidated damages shall be payable monthly, concurrently with the monthly installments of Annual Basic Rental. Nothing in this article shall be construed as a limitation upon Tenant's obligation to continuously conduct its business in the manner herein specified or upon Landlord's remedies under any other provisions of this Lease, or upon Landlord's right to recover any other provable monetary damages.

Notwithstanding anything to the contrary in this Lease, Tenant shall be allowed to close for business up to two (2) days per year for the purpose of taking inventory. Tenant shall also be allowed to close for business up to two (2) weeks during the term of this Lease for making interior, non-structural alterations to the Premises with Landlord consent, such consent to close not to be unreasonably withheld or denied.

Section 4.2 Storage and Office Areas.

Tenant shall use no more than ten percent (10%) of the square footage of the Premises for storage and office purposes as are reasonably required therefor.

Section 4.3 Tenant's Trade Name.

Tenant shall conduct business in the Premises only in Tenant's Trade Name.

Section 4.4 Operating Hours.

A. Tenant shall cause its business to be conducted and operated in good faith in and at the Premises. Tenant shall cause the Premises to be open for business from 10:00 am. until 9:00 pm., Monday through Saturday, and 12:30 p.m. to 6:00 p.m. Sunday, unless other operating hours are required by Landlord. In addition to any other remedies available to Landlord, in the event Tenant fails to observe the hours established by Landlord, Tenant shall pay Landlord as liquidated damages, and not as a penalty, as Additional Rental, an amount equal to One Hundred Dollars (\$100.00) for each day Tenant opens late and/or closes early.

B. If Tenant shall request Landlord's approval of the opening of the Premises for business for periods exceeding those designated above, and Landlord shall approve such requests, Tenant shall pay for any additional costs incurred by Landlord in connection with Tenant's opening the Premises for business during such additional hours, including but not limited to, a proportionate share of any additional amounts of Landlord's Operating Costs, a proportionate share of the additional costs of heating, ventilating and air-conditioning the Common Areas, additional costs of heating, ventilating and air-conditioning the Premises, and additional utilities furnished to the Premises by Landlord and all costs to Landlord for providing security and security services for the Shopping Center.

Section 4.5 Representation By Tenant.

Intentionally Deleted

ARTICLE V

RENTAL

Section 5.1 Rentals Payable.

Tenant covenants and agrees to pay to Landlord as rental ("Rental") for the Premises, in advance, no later than the first of each month, without any allowances, offsets or deductions whatsoever, the following:

- (a) the Annual Basic Rental specified in Section 1.1(H); plus
- (b) the Annual Percentage Rental specified in Section 1.1(I); plus
- (c) all additional sums, charges or amounts of whatever nature which Tenant is required to pay to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rental(collectively referred to as "Additional Rental"); plus
- (d) all sales tax imposed on payments due Landlord under this Lease, should any governmental taxing authority levy, assess or impose any tax, excise or assessment (other than income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land, buildings or otherwise. Tenant shall be responsible for and shall pay any tax, excise or assessment or shall reimburse the Landlord for the amount thereof, as the case may be;

provided, however, that the Annual Basic Rental and the minimum amount of Gross Sales utilized in the computation of Annual Percentage Rental shall be reduced proportionately for any Rental Year of less than twelve (12) calendar months.

Section 5.2 Annual Basic Rental.

Annual Basic Rental shall be payable, beginning on the Rental Commencement Date, in equal monthly installments in advance on the first day of each full calendar month during the Term, the first such payment to include also any prorated Annual Basic Rental for the period from the Rental Commencement Date to the last day of the month immediately prior to the first full calendar month after the Rental Commencement Date.

Section 5.3 Annual Percentage Rental.

Annual Percentage Rental shall be determined monthly and payable in quarterly installments on or before the fifteenth (15th) day following the close of March, June and September during the Term, based on Gross Sales for the preceding calendar quarter. Quarterly payments of Annual Percentage Rental shall be calculated by (a) dividing the breakpoint applicable to such Rental Year by four (4); (b) subtracting the quotient thus obtained from the amount of Gross Sales for the quarter in question; and (c) multiplying the difference thus obtained (if greater than zero) by the Percentage Rental Rate. The first quarterly payment of Annual Percentage Rental due hereunder shall include Gross Sales from the Rent Commencement Date through the last day of the month immediately prior to the first full calendar quarter in the Term. In the event that the total of the quarterly installments of Annual Percentage Rental for any Rental Year does not equal the Annual Percentage Rental computed on the total amount of Gross Sales for such Rental Year, then Tenant, at the time it submits the annual statement of Gross Sales required by Section 5.6, shall pay Landlord any deficiency, or Landlord shall credit any overpayment to the next installment of Annual Percentage Rental due from Tenant as the case may be. In the event that any Rental Year during the Term is less than exactly twelve (12) full calendar months, or if Tenant shall fail to operate its business in the Premises in the manner and on each day as required by this Lease, then for the purpose of computing Annual Percentage Rental for any such short Rental Year, or such Rental Year affected by Tenant's failure to operate, the breakpoint for such Rental Year shall be adjusted by multiplying the breakpoint otherwise applicable for such Rental Year by a fraction, the numerator of which shall be the actual number of days in such short Rental Year, or the actual number of days in such Rental Year during which Tenant was open for business and operating in accordance with the terms of this Lease, and the denominator of which shall be the number "360."

Section 5.4 "Rental Year" Defined.

The first "Rental Year" shall commence on the Rental Commencement Date and shall end at the close of the twelfth full calendar month following the Rental Commencement Date; thereafter each Rental Year shall consist of successive periods of twelve (12) calendar months.

Section 5.5 "Gross Sales" Defined.

A. "Gross Sales" means the actual sales prices of all goods, wares and merchandise sold, leased, licensed or delivered and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in, at, from, or arising out of the use of the Premises, whether for wholesale, retail, cash or credit, or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (a) where the orders therefor originate in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place; (b) made or performed by mail, catalog sale, telephone, telecopy, or telegraph order; (c) made or performed by means of mechanical or other permitted vending devices in the Premises; (d) which Tenant or any subtenant, licensee, concessionaire or other person in the normal and customary course of its business, would credit or attribute to its operations at the Premises or any part thereof. Gross Sales shall include food and beverages if Tenant is permitted to sell such items. Any deposit not refunded shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of whether or when Tenant receives payment therefor. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Sales.

B. The following shall not be included in Gross Sales:

- (i) any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at, or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale made in, at, or from the Premises, or for the purposes of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Premises;
- (ii) returns to shippers or manufacturers;
- (iii) cash or credit refunds to customers for transactions (not to exceed the actual selling price of the item returned), otherwise included in Gross Sales;
- (iv) sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business;
- (v) amounts collected and paid by Tenant to any government for any sales, excise or similar tax; and
- (vi) receipts from vending machines in non-selling areas installed solely for the use of Tenant's employees.
- (vii) sales made at a discount to Tenant's employees, not to exceed Tenant's actual cost for such merchandise, the total of which discounted sales to Tenant's employees shall not exceed 3% of gross sales.
- (viii) uncollectible credit accounts and bad checks when actually written-off by Tenant not to exceed 4% of gross sales.
- (ix) service and finance charges actually paid to credit card and or debit card companies.

Section 5.6 Statements of Gross Sales.

Tenant shall deliver to Landlord: (a) within fifteen (15) days after the close of each calendar month of the Term, beginning with the first full calendar month after the Rental Commencement Date, a written report showing the Gross Sales made in the preceding calendar month, and separately itemizing any exclusions and the corresponding amounts; and (b) within sixty (60) days after the close of each Rental Year and after the termination of the Lease, a statement of Gross Sales, separately itemizing any exclusions and the corresponding amounts, for the preceding Rental Year which shall conform to and be in accordance with generally accepted accounting principles. The annual statement shall be signed by the chief financial officer of Tenant. Such chief financial officer shall also submit a statement that he has examined the report of Gross Sales for the preceding Rental Year and that such report presents fairly the Gross Sales of the preceding Rental Year and that said Gross Sales conform with and are computed in compliance with the definition of Gross Sales contained in Section 5.5 hereof. If Tenant shall fail to deliver such annual statement or certificate to Landlord within said sixty (60) day period, Landlord shall have the right to examine such books and records, including without limitation all records required by Section 5.7, as may be necessary to certify the amount of Tenant's Gross Sales for such Rental Year, and Tenant shall pay to Landlord the cost thereof as Additional Rental. If such audit shall disclose that Tenant's records are not or have not been maintained in accordance with General Accepted Accounting Principles (GAAP), Landlord shall be entitled to collect, as Additional Rental, fifty percent (50%) of the Annual Basic Rental payable by Tenant during the period in question.

Section 5.7 Tenant's Records.

For the purpose of permitting verification by Landlord of any amounts due as Rental, Tenant will (i) cause the business upon the Premises to be operated so that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, or such other device for recording sales as normally used by Tenant, shall be issued with each sale or transaction, whether for cash, credit or exchange; and (ii) keep and preserve, at the Tenant Notice Address, for at least three (3) years after each Rental Year, originals or copies thereof or machine original images of a general ledger, receipt and disbursement journals, and such sales records and other supporting documentation, which shall disclose all information required to determine Gross Sales and which shall conform to and be in accordance with generally accepted accounting principles. At any time or from time to time after ten (10) days' advance notice to Tenant, Landlord or any Mortgagee, their agents and accountants, shall have the right during business hours to make any examination or audit of such books and records which Landlord or such Mortgagee are entitled to hereunder. If such audit shall disclose a liability in any Rental Year for Rental in excess of the Rental theretofore paid by Tenant for such period, Tenant shall promptly pay such liability. If such audit shall disclose that Tenant's statement of Gross Sales is at variance with actual Gross Sales to the extent of three percent (3%) or more, (i) Tenant shall, in addition, promptly pay the cost of the audit, together with interest at the Default Rate on all such additional Annual Percentage Rental then payable, accruing from the date such additional Annual Percentage Rental was due and payable; and, (ii) an Event of Default shall be deemed to exist unless, within ten (10) days after Landlord shall have given Tenant notice of such liability, Tenant shall furnish Landlord with evidence satisfactory to Landlord demonstrating that such liability for additional Annual Percentage Rental was the result of good faith error on Tenant's part. If such audit shall disclose that Tenant's records are not or have not been maintained in accordance with General Accepted Accounting Principles (GAAP), Landlord or a consultant hired by Landlord, shall have the right to prepare and establish a proper recording system for the determination of Tenant's Gross Sales and Tenant agrees that it shall use the system, books and records prescribed by Landlord for such purpose. Tenant shall pay to Landlord, as Additional Rental, the reasonable fees and expenses of such consultant.

Section 5.8 Payment of Rental.

Tenant shall pay all Rentals and all additional sums due by Tenant to Landlord pursuant to all of the provisions of this Lease when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any Rental which is not paid within seven (7) days after the same is due shall bear interest from the due date at the Default Rate until paid, and Tenant shall be required to pay a late charge equal to five percent (5%) of the amount due to compensate Landlord for its administrative costs with respect thereto. Any Additional Rental which shall become due shall be payable, unless otherwise provided herein, with the next installment of Annual Basic Rental. Rental payments shall be sent to Dutch Square Limited Liability Company c/o Nationsbank, P.O. Box 448, SC3-240-04-01, South Carolina 29201 and statements required of Tenant shall be delivered to Landlord at 4440 Lake Forest Drive, Suite 110, Cincinnati, Ohio 45242, at such other place as Landlord may, from time to time, designate in a notice to Tenant. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 5.9 Termination Rights

A. Tenant shall have the one time right to terminate this Lease in the event that Tenant's Gross Sales are less than Six Hundred Thousand Dollars (\$600,000.00) for the twelve (12) month period preceding the last day of the seventy-second (72nd) month of the Lease term. Tenant shall give Landlord written notice of said termination, said termination notice shall be delivered to Landlord on or before thirty (30) days following the last day of the seventy-second (72nd) month and shall be effective one hundred twenty (120) days from the last day of the seventy-second (72nd) month. The effective date is defined as Tenant's last day of business in the Premises. Said termination shall not affect any of Tenant's obligations accruing prior to the date of such termination.

Section 5.10 Failure to Submit Statements.

In addition to the other remedies Landlord is entitled to under the provisions of this Lease or otherwise by law, if Tenant shall fail to deliver to Landlord any statement or report required pursuant to the provisions set out in this Article V, Tenant in recognition of the difficulty or impossibility of determining Landlord's damages, shall pay Landlord, as Additional Rental upon demand, as liquidated damages and not as a penalty and in addition to the Rental and other charges payable under this Lease, a charge of One Hundred and no/100 Dollars (\$100.00) for each day beyond the last date on which the statement or report called for hereinbefore was due to be delivered to Landlord, which separate charge of \$100.00 per day shall continue to be due and payable for each day which occurs until said statement or report is delivered to Landlord. Regardless of the foregoing, nothing herein contained shall be deemed to limit any other remedy available to Landlord or in any way prevent Landlord from declaring Tenant in default under this Lease for failure to have delivered any such statement or report to Landlord within the time limit required by the provisions of this Article V.

ARTICLE VI

TAXES

Section 6.1 Tenant to Pay Proportionate Share of Taxes.

Tenant shall pay in each Tax Year during the Term, as Additional Rental, a proportionate share of all real estate taxes, ad valorem taxes and assessments, general and special assessments, taxes on real estate rental receipts, taxes on Landlord's gross receipts, or any other tax imposed upon or levied against real estate or upon owners of real estate as such rather than persons generally, including taxes imposed on leasehold improvements which are assessed against Landlord, payable with respect to or allocable to those portions of the Development Area, including all land, the Shopping Center, Landlord's Building, and all other buildings and improvements situated thereon designated by Landlord for retail purposes, together with the reasonable cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge, together with the amount, if any, by which the Calculated Tax Amount exceeds the foregoing, all the foregoing being collectively referred to herein as "Taxes," as such amounts may increase or decrease from year to year. If the method of real estate taxation shall be altered or varied, and any new tax, excise, assessment or levy shall be levied or imposed on the land, buildings and improvements within the Development Area, directly, in lieu of, in substitution for, or as a supplement to any real estate taxes presently levied or imposed in the jurisdiction where the Premises are located, then any such new tax, excise, assessment or levy shall be included within the term Taxes. Tenant's proportionate share of Taxes for any Tax Year shall be computed by multiplying the amount of such Taxes by a fraction, the numerator of which shall be Tenant's Floor Area and the denominator of which shall be Landlord's Floor Area. For the Tax Year in which the Term commences or terminates, the provisions of this section shall apply, but Tenant's liability for its proportionate share of any Taxes for such year shall be subject to a pro rata adjustment based upon the number of days in such Tax Year falling within the Term. Taxes shall not include federal and state income taxes or federal or state taxes in the nature of, or in lieu of, income taxes that may be imposed upon Landlord.

Section 6.2 Payment of Proportionate Share of Taxes.

Tenant's proportionate share of Taxes shall be paid by Tenant in equal monthly installments in such amounts as are estimated and billed for each Tax Year by Landlord at the commencement of the Term and at the beginning of each successive Tax Year during the Term. Tenant's obligation to pay Taxes for the final Tax Year shall survive the expiration and/or termination of the Term.

Section 6.3 "Tax Year" Defined.

The term "Tax Year" means each twelve (12) month period (deemed, for the purpose of this Section 6.3, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Development Area. In the event of varying tax years being utilized by multiple taxing authorities, Landlord shall be entitled to select the period to be used as the Tax Year hereunder.

Section 6.4 Taxes on Rental.

In addition to Tenant's proportionate share of Taxes Tenant shall pay to Landlord any and all sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by the state of South Carolina or any political subdivision thereof or other taxing authority upon any Rental payable hereunder. Tenant shall also pay, prior to the time the same shall become delinquent or payable with penalty, all taxes imposed on its inventory, furniture, trade fixtures, apparatus, equipment, and any other property of Tenant.

ARTICLE VII

IMPROVEMENTS

Section 7.1 Landlord's Improvements.

Subject to the provisions of Section 21.1, and subject to delays due to labor disputes, Acts of God, or the public enemy, governmental regulations or controls, casualty or other conditions or causes beyond its reasonable control, Landlord shall deliver the Premises to Tenant on or before the Delivery Date in accordance with the provisions of Schedule "B".

Section 7.2 Tenant's Improvements.

A. Within forty five (45) days after Landlord and Tenant have executed this Lease, Tenant shall provide Landlord with its plans and specifications for completion of the improvements to the Premises, such plans and specifications to be prepared in accordance with the obligations of Tenant set forth in Schedules "B," and "C" (Tenant Handbook). The provisions of the Tenant Handbook are hereby incorporated herein by reference. Landlord shall promptly complete the review of such plans and specifications and shall notify Tenant of any changes required before the plans and specifications can be approved by Landlord. If Tenant fails to submit written plans and

specifications for the work required by Tenant within the time periods required by Landlord and in such form as to permit approval by Landlord, then Landlord may at its option at any time while Tenant is in default of this provision, in addition to any and all other remedies provided in this Lease, or otherwise available at law or in equity, by not less than ten (10) days' notice to Tenant, declare this Lease null and void and of no further force or effect in which event this Lease shall cease, but Tenant shall remain liable for all obligations arising during the original stated Term. If Landlord and Tenant are unable to agree upon plans and specifications, Landlord shall designate an independent licensed architect (hereinafter referred to as 'Arbitrator') other than Landlord's regular architect, to resolve the disagreements between the Landlord and Tenant concerning the Tenant's plans for the Premises. The resolution of the Arbitrator shall be binding on both Landlord and Tenant, and shall be issued by notice to the parties given within twenty (20) days after such designation. No deviation from the final set of plans and specifications, once approved by Landlord and/or Arbitrator, shall be made by Tenant without Landlord's prior written consent. Approval of the plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord or Landlord's architect for their accuracy, efficiency or sufficiency, and Tenant shall be solely responsible for such items.

B. Prior to the Rental Commencement Date, Tenant shall, at its sole cost and expense, complete all improvements and other work to be performed by it pursuant to mutually agreed upon plans. Tenant will be permitted by Landlord to enter the Premises for the purpose of performing its obligations, and for the purpose of installing its fixtures and other equipment, provided (a) Tenant shall have obtained Landlord's written approval of the plans and specifications for such work, and (b) Tenant shall have deposited with Landlord the policies or certificates of insurance required in Section 13.3, and (c) Tenant shall have delivered to all persons or entities furnishing labor or materials to Tenant a notice of non-responsibility satisfactory to Landlord. Landlord may file a notice of non-responsibility with regard to mechanics liens which may result from Tenant's work. Tenant's activities shall be conducted so as not to unreasonably interfere with Landlord's construction activities. Tenant shall maintain the Premises in a clean and orderly condition during construction and merchandising. All trash which may accumulate in connection with Tenant's construction and merchandising activities shall be contained within the Premises and deposited daily in the location determined by Landlord. Landlord shall remove such trash at Tenant's expense. During such period, Tenant shall perform all duties and obligations imposed by this Lease, including, without limitation, those provisions relating to insurance and indemnification, saving and excepting only the obligation to pay Rental (other than any Additional Rental arising out of any failure of Tenant to perform its obligations under this Lease), which obligation shall commence on the Rental Commencement Date. Tenant shall not interfere with the construction or other activities of the tenants in the Shopping Center. Upon delivery of possession of the Premises in accordance with the terms of this Lease, Tenant agrees to accept the Premises in the condition in which delivered, subject to all field conditions existing at the time of delivery of possession. Failure of Landlord to deliver possession of the Premises within the time and in the condition provided for in this Lease will not give rise to any claim for damages by Tenant against Landlord or against Landlord's contractor or permit Tenant to rescind or terminate this Lease, except as specifically provided in this Lease.

Section 7.3 "Ready For Occupancy" Defined.

The Premises shall be "Ready for Occupancy" as of the date on which the first of the following shall have occurred:

- (a) Landlord shall have substantially completed all work to be performed pursuant to Schedule "B", except for the completion of routine "punchlist" items which do not materially interfere with the use or operation of Tenant's business from within the Premises. Landlord will not be required to complete the sprinkler system and heating, ventilating and air-conditioning system until Tenant has commenced construction of Tenant's work and completed certain portions of said work designated by Landlord. Landlord will then re-enter the Premises and complete the sprinkler system; or
- (b) The date Landlord notifies Tenant that Tenant is authorized to enter the Premises to complete the work to be performed by it pursuant to mutually agreed upon plans and to fixture the Premises and otherwise make the Premises ready for opening for business.

Landlord and Tenant will execute a written memorandum confirming the date the Premises are Ready For Occupancy pursuant to this Section 7.3, and such memorandum shall thereupon be deemed to be incorporated into this Lease.

The Tenant's lease for the premises as described in a lease dated September 14, 1979, amended November 13, 1986, by and between Dutch Square Associates as landlord and Added Dimensions, Inc. (a Virginia Corporation) as tenant shall terminate the earlier of: (i) sixty (60) days following the execution of the written memorandum confirming that the 'new' Premises is ready for occupancy as stated above, or (ii) the date the Tenant opens for business in the Premises (as described in this Lease), and the rights and obligations of the parties shall cease as of the date of such lease termination, and Rental and Additional Rental (other than Rental and Additional Rental due Landlord) shall be adjusted as of the date of such lease termination.

Section 7.4 Construction Allowance.

Thirty (30) days after fulfillment of all of the requirements set forth below, Landlord agrees to pay to Tenant Fifty Thousand and 00/100 Dollars (\$50,000.00), as and for Landlord's contribution to Tenant's obligations as set forth in mutually agreed upon plans.

- (a) Completion of Tenant's work in accordance with mutually agreed upon plans in a manner satisfactory to Landlord.
- (b) Presentation to Landlord of the following:
 - (i) Contractor's Sworn Statement listing all subcontractors and material suppliers and the amounts which they were paid for work performed on the Premises and for all materials supplied for such work.
 - (ii) Contractor's Original and Notarized Final Waiver of Lien.
 - (iii) Subcontractor's Sworn Statement from each subcontractor.
 - (iv) Original and Notarized Final Waivers of Lien from HVAC, plumbing and electrical subcontractors and material suppliers.
 - (v) All Sworn Statements and Waivers of Lien must be in a form and in detail satisfactory to Landlord.
- (c) Presentation to Landlord of a Certificate of Occupancy.
- (d) Tenant shall have opened its store to the general public for business and shall have paid to Landlord the first monthly installment of Additional Rental.
- (e) Tenant shall have not been in default under the terms and conditions of this Lease.

Section 7.5 Effect of Opening For Business.

By opening the Premises for business, Tenant shall be deemed to have: (a) accepted the Premises, (b) acknowledged that the Premises are Ready for Occupancy hereunder, and (c) agreed that all the obligations of Landlord under Schedule "B" have been fully performed, except for any written "punchlist" items agreed to by Landlord to be performed after the Premises have been opened for business.

Section 7.6 Mechanic's Liens.

No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration, or repair, shall be deemed to be done at the direction of or for the immediate use and benefit of Landlord. No mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Landlord may file a notice of non-responsibility with regard to mechanics liens which may result from Tenant's work. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished to Tenant or to anyone holding the Premises through or under Tenant, or if Landlord or Tenant shall receive a written notice of an intent to file a lien, Tenant shall forthwith cause the same to be discharged of record or bonded to the reasonable satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof or the intent to file such lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorneys' fees incurred by Landlord, either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rental in the next installment to become due.

Section 7.7 Leasehold Improvements.

All leasehold improvements installed in the Premises initially paid for by Landlord shall remain the property of Landlord and shall not be removable at any time, including upon the expiration of the Term. If Tenant is in default, Landlord shall also be entitled to pursue such remedies and institute such actions and proceedings as are permitted by law.

Section 7.8 Landlord's Lien.

In addition to any statutory lien for rent in Landlord's favor to secure Tenant's obligations herein, Landlord shall have and Tenant hereby grants to Landlord a lien and continuing security interest upon all goods, equipment, fixtures, furniture, inventory, and other personal property of Tenant situated in the Premises, and such

property shall not be removed therefrom without the consent of Landlord until all arrearage in Rental as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies contained herein or provided by law, and all rights and remedies under the Uniform Commercial Code in South Carolina. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Notwithstanding anything to the contrary in this Section, Landlord hereby acknowledges, agrees and confirms that Landlord's lien shall be junior, subordinate and inferior to any and all future liens placed by any vendors upon any and all goods, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in the Premises, for any and all purposes and events without the requirement of any further execution of any document by or any other action or agreement of Landlord, Tenant or any other party. Tenant shall be required to provide Landlord with written notice of any vendor's liens (as described in the previous sentence) no later than thirty (30) days after each vendor's lien first encumbers the goods, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in the Premises. Landlord agrees to execute and deliver to any such vendor such written confirmation of such subordination as may be reasonably requested by Tenant's vendor(s).

Section 7.9 Relocation of Premises.

Landlord hereby reserves the right at any time prior to or during the Term hereof to change the location of the Premises in the Shopping Center, as the same may be expanded from time to time. In the event Landlord elects to exercise such right, it shall so advise Tenant by sixty (60) days prior written notice, and Tenant hereby agrees to be bound by such election and, further, to execute, upon receipt from Landlord, whatever amendments or other instruments as may be required to correctly reflect the foregoing. Landlord shall pay the costs of renovating the relocated premises so that the same are comparable to the Premises (including leasehold improvements) and of moving and reinstalling Tenant's trade fixtures and storefront sign. Landlord shall have no further or additional obligations in connection therewith. If the relocation premises is larger than the original Premises, then annual basic rental and additional rental shall not increase accordingly. If the relocation premises is smaller than the original Premises, then annual basic rental and additional rental shall decrease on a per-square-foot basis.

ARTICLE VIII

OPERATIONS

Section 8.1 Operations by Tenant.

A. In regard to the use and occupancy of the Premises, Tenant will at its expense (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all the walls and interior and exterior store surfaces of the Premises clean (exterior store surfaces shall be defined as glass, signage, window framing and door frames); (c) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insect, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish and other refuse in rat-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish and refuse removed on a daily basis; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all reasonable recommendations of Landlord's fire insurance rating organization now or hereafter in effect as it relates to Tenant's business operation; (i) light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (j) comply with and observe all rules and regulations established by Landlord from time to time, as currently set forth in Schedule "E"; and (k) conduct its business in all respects in a dignified manner in accordance with standards of store operation consistent with the quality of operation of the Shopping Center.

B. In regard to the use and occupancy of the Premises and the Common Areas, Tenant will not: (l) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area, mall or any other Common Area; (m) use or permit the use of any loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Shopping Center, which is in any manner audible outside of the Premises; (n) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (o) cause or permit odors, which are in Landlord's opinion objectionable, to emanate or to be dispelled from the Premises; (p) solicit business in the parking area or any other Common Area; (q) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other Common Area; (r) permit the parking of vehicles so as to unreasonably interfere with the use of any driveway, corridor, footwalk, parking area, mall or other Common Areas; (s) receive or ship articles of any kind outside the designated loading areas for the Premises; (t) use the mall, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (u) conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale, unless directed by a court order, or other similar type of sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales); (v) use or permit the

use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for factory outlet discount centers conducted in accordance with good and generally accepted standards of operations; (w) place a load upon any floor which exceeds the floor load which the floor was designed to carry; (x) operate its heating or air-conditioning in such a manner as to drain from the Common Areas or from the premises of any other tenant or other occupant of the Shopping Center; or (y) use or operate any vending devices or machines, video games, or electronic amusement devices or equipment.

C. Tenant acknowledges that it is Landlord's intent that the Development Area be operated in a manner which is consistent with reasonable standards of decency and morals prevailing in the community which it serves. Without limiting the generality of the foregoing, Tenant will not and Landlord shall not permit any other tenant or occupant of the Shopping Center to sell, distribute, display or offer for sale (i) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the ingestion of illicit drugs; or (ii) any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine or film.

Section 8.2 Painting and Displays by Tenant.

Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior, without first obtaining Landlord's written approval. Tenant will install and maintain at all times, subject to the other provisions of this Section 8.2, displays of merchandise in the show windows (if any) of the Premises. All articles, and the arrangement, style, color and general appearance thereof, in the interior of the Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Shopping Center. Landlord reserves the right to require Tenant to correct any non-conformity not consistent with Tenant's approved construction plans.

Section 8.3 Trash Removal Service.

Tenant shall keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises and shall deposit such garbage, trash, rubbish and refuse, on a daily basis, in designated receptacles provided by Landlord.

Section 8.4 Radius

During the Lease Term, Tenant (and if Tenant is a corporation, limited liability company, or partnership, its officers, directors, stockholders, members, affiliates or partners) shall not, directly or indirectly, operate, manage or have any interest in any other store or business similar to or in competition with that for which the Premises are let, within a radius of five (5) mile of the outside boundary of the Development Area without Landlord's prior written consent. Without limiting any of Landlord's remedies under this Lease, in the event Tenant operates, manages or has any interest in a store or business violating the provisions of this Section 8.4, then, at Landlord's option, Landlord may by notice to Tenant require Tenant to include the gross sales of such other store or business. Notwithstanding the above, Tenant (and if Tenant is a corporation, limited liability company, or partnership, its officers, directors, stockholders, members, affiliates or partners) shall be allowed to operate one other entity (DBA Catherine's) in the Shopping Center, given Landlord and Tenant are desirous of doing so and can agree upon terms and conditions.

Section 8.5 Hazardous Materials.

A. Tenant shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste, or substance or related injurious materials, whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials"). Further, Tenant shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises any material, substance, or chemical which is regulated by any federal, state or local law, rule, ordinance or regulation (collectively "Regulated Materials"). Notwithstanding the foregoing, in the event Tenant's permitted use of the Premises requires the use and/or storage of any Hazardous Materials and/or Regulated Materials on, under or about the Premises, Tenant shall provide written notice to Landlord, prior to final execution of the Lease, of the identity of such materials and Tenant's proposed plan for the use, storage and disposal of such materials; such use, storage and disposal shall be subject to Landlord's approval in Landlord's sole discretion; provided, however, Tenant shall not be required to provide written notice to Landlord, unless required by law, with regard to any Hazardous Materials and/or Regulated Materials which are ordinarily or customarily used by Tenant in the preparation of its products for sale which are sold by Tenant in the ordinary course of its business, provided further, however, that such use or sale shall be in compliance with all applicable laws. In the event Landlord approves the proposed use, storage and disposal of specific Hazardous Materials and/or Regulated Materials in the Premises, Tenant may use and store upon the Premises such approved materials. Tenant shall comply with all laws, rules, regulations, statutes and ordinances with respect to such use and storage, including, without limitation, the removal and disposal of such Hazardous Materials and/or Regulated Materials at the expiration or earlier termination of the Term. Notwithstanding anything to the contrary contained in this Lease, in the event any of the equipment serving the Premises, such as, but not limited to, refrigerators, air conditioning systems, and supplemental HVAC systems utilize refrigerants containing chlorofluorocarbons ("CFCs"), however specifically excluding equipment provided and installed by Landlord for as long as the equipment is covered under manufacturer's warranty which Landlord shall be responsible for compliance with all laws, rules, regulations, statutes and ordinances with respect to

such equipment and/or the use of CFCs, Landlord, in its sole discretion, shall have the option to require Tenant to remove such equipment at the expiration or earlier termination of the Term. In addition, Tenant shall be responsible for compliance with all laws, rules, regulations, statutes and ordinances with respect to such equipment and/or the use of CFCs which may include the removal and disposal of such equipment.

B. Tenant shall defend, indemnify, protect and hold Landlord and each of Landlord's members, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including reasonable attorney's fees), or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by:

- (1) the presence in, on, under or about the Premises, or discharge in or from the Premises of any Hazardous Materials and/or Regulated Materials; or
- (2) Tenant's failure to comply with any federal, state, county, municipal, local or other law, rule, ordinance and regulation now or hereafter in effect relating to the industrial hygiene, environmental protection, use, analysis, generation, manufacture, purchase, transportation, storage, removal and disposal of Hazardous Materials and/or Regulated Materials.

C. Tenant's obligations hereunder shall include, without limitation and whether foreseeable or unforeseeable, all reasonable costs of any required or necessary testing, repair, cleanup, removal costs, detoxification or decontamination and the preparation and implementation of any closure, remedial action, site assessment costs or other required plans in connection therewith. In addition, upon receipt of written request from Landlord at any time during the Term, Tenant shall execute affidavits, representations, and any other similar documents regarding the presence of Hazardous Materials and/or Regulated Materials on, under or about the Premises. Further, Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease. For purposes of this Section 8.5, any acts or omissions of Tenant whereby employees, agents, assignees, contractors or subcontractors of Tenant or others are acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful), will be strictly attributable to Tenant.

Section 8.6 Compliance with Laws and Regulations.

Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations, or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises. Landlord makes no warranties regarding the zoning classification of the Development Area.

Landlord, at its sole cost and expense, shall cause Landlord's work to the Premises as described herein as 'Schedule B' to comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting Landlord's work to the Premises, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations, or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises. Landlord makes no warranties regarding the zoning classification of the Development Area.

ARTICLE IX

REPAIRS AND ALTERATIONS

Section 9.1 Repairs to be Made by Landlord.

Landlord will make, or cause to be made

- (a) repairs to any sprinkler system serving the Premises if and to the extent installed by Landlord; and,
- (b) structural repairs to exterior walls, interior structural walls, structural columns and structural floor which collectively enclose the Premises (excluding, however, all doors, door frames, storefronts, windows and glass) and the roof over the Premises;

- (c) major repairs to the heating, ventilating and air-conditioning system servicing the Premises of over Fifteen Hundred Dollars (\$1,500.00) per year; provided that Tenant shall contract professional services to conduct proper monthly maintenance of the unit (s) and provide Landlord with written documentation of the same (monthly maintenance is not a 'major repair' and not to be included in the fifteen hundred dollars (\$1,500.00) per year amount).

provided Tenant shall give Landlord immediate notice of the necessity for such repairs, and provided that such repairs shall not arise from nor shall be caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors.

Section 9.2 Repairs to be Made by Tenant.

All repairs to the Premises or any installation, equipment or facilities therein, other than those repairs required to be made by Landlord pursuant to Section 9.1, Section 14.1 or elsewhere in this Lease, shall be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations therein and the heating, ventilating and air-conditioning system (except as provided in Section 9.1-c, as here in) or facilities in the Premises, in good order and repair and will make all replacements from time to time required thereto at its expense; and will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear, damage by casualty (other than such damage by casualty which is caused by the negligence of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees, and which is not wholly covered by Landlord's hazard insurance policy), unavoidable accident or Act of God. Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense any additional electrical wiring which may be required in connection with Tenant's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations whose maintenance and repair shall be the responsibility of Tenant shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to reasonable attorneys' and other professional fees, and any other cost which Landlord might reasonably incur.

Section 9.3 Damage to Premises.

Tenant will repair promptly, at its expense, any damage to the Premises, and upon demand shall also reimburse Landlord (as Additional Rental) for the cost of the repair of any damage elsewhere in the Shopping Center which is caused by or arising from the installation or removal of property in or from the Premises by Tenant or its agents, employees or contractors. If Tenant shall fail to commence such repairs within ten (10) business days after notice to do so, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rental, the cost thereof with interest thereon at the Default Rate until paid.

Section 9.4 Alterations by Tenant.

Tenant will not make any alterations, renovations, improvements or other installation in, on, or to the Premises or any part thereof (including, without limitation, any alterations of the storefront or signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any apparatus, or equipment of any kind to any part of the Premises) unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or licensed persons or entities, without interference with or disruption to the operations of tenants or other occupants of the Shopping Center. All such work shall comply with all applicable codes, rules, regulations and ordinances. Notwithstanding anything to the contrary in this Lease, Tenant will be allowed to make non-structural alterations, renovations and improvements to the interior of the Premises, specifically excluding the storefront, facade and exterior sign, of up to Five Thousand Dollars (\$5,000.00) without Landlord approval.

Section 9.5 Changes and Additions to the Shopping Center.

Landlord reserves the right at any time and from time to time (a) to make or permit changes or revisions in its plan for Landlord's Building, the Shopping Center or Development Area, including additions to, subtractions from, rearrangement of, alterations of, modifications or supplements to the building areas, walkways, parking areas, driveways or other Commons Areas; (b) to construct other buildings or improvements in the Development Area and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same; and (c) to make or permit changes or revisions in Landlord's Building, the Shopping Center or the Development Area, including additions thereto and/or subtractions therefrom, and to convey or lease portions of the Development Area to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof. In no event shall the parking for, accessibility to, or visibility of the Premises be unreasonably diminished or impaired.

Section 9.6 Roof and Walls.

Landlord shall have the exclusive right to (a) use all or any part of the roof of the Premises for any purpose; (b) to erect additional stories or other structures over all or any part of the Premises; (c) to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied or substantially impaired; and (d) to install, maintain, use, repair and replace within the Premises, pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Development Area, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises and the areas above the finished ceiling or below the floor.

Section 9.7 Signs.

Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Development Area, except in the interior of the Premises, without Landlord's prior written approval and no handwritten signs shall be permitted. No symbol, design, name, mark or insignia adopted by Landlord for the Development Area shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the Premises and which are visible from the exterior of the Premises shall advertise any product. All signs located in the interior of the Premises shall be professionally prepared and in good taste so as not to detract from the general appearance of the Premises and the Development Area. Tenant further agrees to maintain in good condition and repair at all times any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant. Tenant's storefront sign shall comply with Landlord's sign criteria, and shall be subject to Landlord's prior written approval. In the event Tenant installs any sign or signs in violation of the provisions of this Lease, in addition to any other remedies, Landlord shall be entitled to remove such sign or signs, and Tenant shall pay, as Additional Rental, upon demand Landlord, all of Landlord's costs in removing the sign or signs. Tenant shall promptly, at its sole cost and expense, install signs which comply with the terms and provisions of this Lease.

ARTICLE X

COMMON AREAS

Section 10.1 Use of Common Areas.

Landlord grants to Tenant and its agents, employees and customers, a nonexclusive license to use, beginning on the Rental Commencement Date, the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by Landlord and subject, further, to the rights of Landlord set forth in Section 9.5 and Section 10.2.

Section 10.2 Management and Operation of Common Areas.

Landlord will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Shopping Center. Landlord will have the right (a) to establish, modify and enforce rules and regulations with respect to the Common Areas; (b) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the parking areas, if any, and other Common Areas; (c) to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for parking ticket validation by tenants; (d) to close all or any portion of said parking areas or other Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (e) to close temporarily any or all portions of the Common Areas; (f) to discourage non-customer parking; and, (g) to do and perform such other acts in and to, said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable, including, without limitation, renovating and expanding the Shopping Center. If the amount or nature of the Common Areas and facilities are diminished, this Lease shall remain in full force and effect, and Landlord shall not be subject to any liability nor will Tenant be entitled to any compensation or diminution of Rental, nor shall diminution of such Common Areas and facilities be deemed constructive or actual eviction. In no event shall the parking for, accessibility to, or visibility of the Premises be unreasonably diminished or impaired.

Section 10.3 Employee Parking Areas.

Tenant and its employees shall park their cars only in such areas as may be designated for the purpose by Landlord. Tenant shall furnish Landlord with state automobile license numbers used by Tenant or its employees within thirty (30) days after taking possession of the Premises and shall thereafter notify Landlord of any changes in such information within fifteen (15) days after such changes occur. If Tenant or its employees shall fail to park their cars in the designated parking areas and Landlord has given Tenant notice of such violation (only one notice however required per license plate number), then, without limiting any other remedy which Landlord may pursue in the event of Tenant's default, Landlord shall have the right to charge Tenant, as Additional Rental, the sum of Ten Dollars (\$10.00) per day per car parked in violation of the provisions of this Section 10.3.

Section 10.4 Tenant to Share Expense of Common Areas.

Tenant will pay Landlord, as Additional Rental, a proportionate share of Landlord's Operating Costs, as defined in Section 10.5, which shall be computed by multiplying Landlord's Operating Costs for the Billing Period in question by a fraction, the numerator of which is Tenant's Floor Area and the denominator of which is Landlord's Floor Area. Such proportionate share shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each Billing Period, each installment being due on the first day of each calendar month. Landlord may re-estimate Tenant's proportionate share of Landlord's Operating Costs and adjust Tenant's monthly installments payable thereafter during such Billing Period to reflect more accurately Tenant's proportionate share of Landlord's Operating Costs. Within one hundred twenty (120) days after the end of each Billing Period, Landlord shall deliver to Tenant a statement of Landlord's Operating Costs for such Billing Period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant and Tenant shall pay Landlord or Landlord shall credit Tenant's account (or, if such adjustment is at the end of the Term, Landlord shall pay Tenant), as the case may be, within thirty (30) days after receipt of such statement, the amount of any excess or deficiency in Tenant's proportionate share of Landlord's Operating Costs paid by Tenant to Landlord during such Billing Period. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant of its obligations hereunder. Notwithstanding any thing to the contrary in this Lease, the amount paid by Tenant for any calendar year may not exceed the amount paid for the previous calendar year by more than five percent (5%).

Section 10.5 "Landlord's Operating Costs", Defined.

The term "Landlord's Operating Costs" includes all the costs and expenses incurred by or on behalf of Landlord in connection with ownership, operation, insurance, maintenance and repair of the Development Area, Shopping Center and the Common Areas including, without limitation, all costs and expenses of the following: (a) operating, maintaining, repairing, and replacing signs, security systems, lighting, and similar fixtures or equipment; (b) operating, maintaining, repairing, replacing and managing any parking facilities, subway system and park or pedestrian resting areas, including cleaning, sweeping, painting, striping and repaving; (c) cleaning, painting, policing and providing security (including cost of uniforms, equipment and employment taxes); (d) procuring and maintaining such insurance as Landlord may elect to carry, including, without limitation, liability insurance for personal injury, death and property damage, casualty insurance, theft insurance, rent insurance, workmen's compensation insurance, insurance covering liability for defamation and claims of false arrest, and plate glass insurance for glass exclusively serving the Common Areas; (e) maintaining, repairing and/or replacing sprinkler systems; (f) removing snow, ice, trash and debris and providing trash receptacles; (g) regulating traffic; (h) inspecting and depreciating machinery and equipment, and paying all personal property taxes and other charges incurred in connection with such equipment; (i) repairing or replacing pavement, curbs, walkways, landscaping, fountains, pools, drainage systems, pipes, ducts, conduits, and similar items and lighting facilities; (j) planting, replanting and replacing trees, flowers, shrubbery and planters; (k) providing of promotional music or entertainment program services and loudspeaker systems, including furnishing electricity therefor; (l) providing water services, if any, furnished by Landlord for the nonexclusive use of all tenants; (m) providing parcel pick-up and delivery services; (n) maintaining reserves for repair, maintenance and replacement of the Common Areas and its equipment; (o) depreciation of capital improvements; (p) maintenance, repair and replacement of the (i) storm and sanitary drainage systems; (ii) irrigation systems; (iii) electrical, gas, water and telephone systems; (iv) lighting systems; (v) emergency water and sprinkler systems; (vi) other utility systems; (vii) heating, ventilating and air conditioning systems; (viii) security systems; (q) maintenance, repair, replacement and substitution of and for all portions of the Shopping Center, both interior and exterior; (r) all license and permit fees, all parking surcharges that may result from any environmental or other laws, rules, regulations, guidelines or orders; (s) personnel, including, without limitation, security and maintenance people, the mall manager and assistant mall manager, secretaries and mall management bookkeepers (including, without limitation, the payroll taxes and employee benefits of such personnel); (t) providing trash removal, water and sanitary sewer services for the Shopping Center and Premises; (u) maintaining insurance as described in Section 13.8 of this Lease; and (v) all Landlord's overhead and administrative costs in an amount equal to fifteen percent (15%) of the total foregoing costs and expenses.

The following is expressly excluded from the definition of Landlord's Operation Costs: replacement or installation of capital investment items, excepting those expenditures expressly set forth above, which shall be amortized over their respective useful lives, using a straight-line method.

Section 10.6 Security.

Tenant acknowledges that, by providing security guards, Landlord does not represent, guarantee or assume responsibility that Tenant will be secure from any claims, actions, damages, liability or expense ("Claims") relating to such security guards. To induce Landlord to provide such security guards, if any, as Landlord deems reasonable, appropriate and economically feasible, Tenant agrees Landlord shall not be liable for, and Tenant shall defend, indemnify and protect Landlord from, any such Claims, including without limitation, Claims caused by the concurrent negligent act or omission, whether active or passive, of Landlord or its security guards; provided, however, Tenant shall have no obligation to defend, indemnify or protect Landlord from Claims caused by the sole negligent, willful or criminal acts of Landlord and/or its security guards.

ARTICLE XI

PROMOTION AND ADVERTISING

Section 11.1 Promotion Fund.

Intentionally Deleted.

Section 11.2 Tenant's Contributions to Promotion Fund.

Intentionally Deleted.

Section 11.3 Advertising.

Tenant shall expend a minimum of three percent (3%) of Gross Sales toward advertising its business at the Shopping Center, media vehicles to include but not be limited to some combination of the following: newspaper sections, newspaper tabloids, radio, television, direct mail pieces and outdoor billboards. Each and every such advertisement shall specifically identify Tenant's business in the Shopping Center. Together with the annual statement of Gross Sales pursuant to Section 5.6 hereof, Tenant shall deliver a statement certified by an independent certified public accountant employed by Tenant, showing in reasonable detail the advertising expenditures made by Tenant pursuant to this Section 11.3 during the immediately preceding Lease year. Tenant shall maintain appropriate records relating to such expenditures and Landlord shall have the right to inspect and audit such records in accordance with Section 5.7 hereof. If Tenant shall not expend at least three percent (3%) of its Gross Sales for such advertising in accordance with this Section 11.3 with respect to any Lease year, together with such statement (or within ten (10) days after completion of such audit) Tenant shall pay such deficiency to Landlord, as Additional Rental.

ARTICLE XII

UTILITIES

Section 12.1 Electricity.

Landlord agrees to supply electricity service to the Premises, and Tenant agrees to pay for the same, as Additional Rental, at the rates and charges billed to Tenant therefor. Landlord, in its sole discretion, shall have the right, from time to time, to alter the method and source of supply of electricity to the Premises; Tenant agrees to execute and deliver to Landlord such documentation as may be reasonably required to effect such alterations. Landlord shall not be liable to Tenant in connection with any interruption in, or change in the quality of, electrical services to the Premises.

Section 12.2 Discontinuance and Interruptions of Utility Services.

Landlord shall not be liable to Tenant in damages or otherwise (a) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility; or (b) for any interruption in any utility service (including, without limitation, any heating ventilation or air-conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant.

ARTICLE XIII

INDEMNITY AND INSURANCE

Section 13.1 Indemnity by Tenant.

Except for the act, omission or negligence of Landlord, its employees, officers, contractors, or agents, Tenant shall and does hereby indemnify Landlord and save it harmless and, at Landlord's option, defend it from and against any and all claims, actions, damages, liability and expense, including attorneys' and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use of the Premises, any part thereof, or arising from or out of any act, omission or negligence of Tenant within the Development Area.

Section 13.2 Landlord Not Responsible for Acts of Others.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Premises adjacent to or connecting with the Premises or any other part of the Development Area, or otherwise, or for any loss or damage which results to Tenant, or to those claiming by, through or under Tenant, or to its or their property, from the breaking, bursting, stoppage or leaking of electrical

cable, wires, or any water, gas, sewer or steam pipes. Tenant agrees to use and occupy the Premises, and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk.

Section 13.3 Tenant's Insurance.

At all times after the Premises are made available to Tenant following the construction of its improvements by Landlord, if any, Tenant will carry and maintain, at its expense:

- (a) public liability insurance, including insurance against assumed or contractual liability under this Lease, with respect to the Premises, naming Landlord as an additional insured, providing protection with limits for each occurrence of not less than Two Million Dollars (\$2,000,000); and no less than Five Hundred Thousand Dollars, (\$500,000) protection limit concerning fire legal liability. Tenant may maintain the required liability insurance in the form of a blanket policy covering other locations of Tenant in addition to the Premises; provided, however, that Tenant shall provide Landlord with a certificate of insurance specifically naming the location of the Premises, the limits of which coverage are to be in the amounts set forth in this Section 13.3, and such coverage shall be primary;
- (b) all-risk casualty insurance, written at one hundred percent (100%) of the replacement cost value, and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Premises by Landlord for Tenant's benefit, or by Tenant, including any items originally paid for by any construction allowance given to Tenant, pursuant to Section 21.23 or otherwise;
- (c) if and to the extent required by law, workmen's compensation or similar insurance in form and amounts required by law; and
- (d) product liability insurance having coverage for liability of no less than the amount required by the state of South Carolina, and, if Tenant shall be engaged in the sale of any alcoholic beverages, shall include Innkeeper's Liability Coverage (commonly known as Dram Shop Insurance).

Section 13.4 Tenant's Contractor's Insurance.

Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord:

- (a) comprehensive general liability insurance, including contractors liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits for each occurrence of not less than Two Million Dollars (\$2,000,000); and
- (b) workmen's compensation or similar insurance in form and amounts required by laws.

Section 13.5 Policy Requirements.

The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried and maintained pursuant to Section 13.3 and Section 13.4, shall at all times be admitted to do business in the state of South Carolina. Public liability and all-risk casualty insurance policies evidencing such insurance shall name Landlord or its designee as additional named insured, shall upon the request of any mortgagee name such mortgagee as an additional insured or loss payee, and shall also contain a provision by which the insurer agrees that such policy shall not be amended or canceled except after fifteen (15) days' written notice to Landlord or its designee. Each such insurance policy shall be written and endorsed to specify Landlord as an additional insured thereon. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant prior to the commencement of any of Tenant's work. If Tenant shall fail to perform any of its obligations under Section 13.3, Section 13.4, or Section 13.5, Landlord may perform the same and the cost of same shall be deemed Additional Rental and shall be payable upon Landlord's demand.

Section 13.6 Increase in Insurance Premiums.

Tenant will not do or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or

about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Shopping Center to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon Landlord's demand.

Section 13.7 Waiver of Right of Recovery.

Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees. However, if by reason of the foregoing waiver, either party shall be unable to obtain any such insurance, such waiver shall be deemed not to have been made by such party.

Section 13.8 Insurance Costs.

Landlord's cost of maintaining all insurance with respect to those portion of the Development Area, Shopping Center and Landlord's Building allocated by Landlord for retail purposes, including, without limitation, all-risk casualty insurance and rent insurance. Such insurance shall be carried in such amounts and coverage's not less than the amounts and types of coverage required of Tenant, and with such companies as Landlord shall determine. Tenant's proportionate share of such costs for any Billing Period shall be computed by multiplying Landlord's insurance costs for the Billing Period in question by a fraction, the numerator of which shall be Tenant's Floor Area and the denominator of which shall be Landlord's Floor Area.

ARTICLE XIV

DAMAGE AND DESTRUCTION

Section 14.1 Landlord's Obligations to Repair and Reconstruct.

If the Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenantable, Landlord shall cause the damage to the Premises (to the extent of Landlord's Work as described in Schedule "B") to be repaired and there shall be no abatement of Rental. If, as a result of a Casualty, the Premises shall be rendered wholly or partially untenantable, then, subject to the provisions of Section 14.2, Landlord shall cause the damage to the Premises to be repaired as nearly as practical to its condition prior to original delivery to Tenant and all Rental (other than any Additional Rental due Landlord) shall be abated proportionately as to the portion of the Premises rendered untenantable during the period of such untenantability. Landlord shall make all repairs at Landlord's sole cost and expense but Landlord shall not be required to perform any work beyond that described in Schedule "B". Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provision of this Lease) or to any leasehold improvements installed in the Premises by or on behalf of Tenant or otherwise. Tenant shall commence performance of its work within ten (10) days following the date on which such Casualty has occurred, shall diligently pursue the completion as soon thereafter as possible under the attendant circumstances, but, in any event, all such work shall be completed and the Premises reopened for business within sixty (60) days following such Casualty. All of the insurance proceeds from the policies carried by Tenant pursuant to Section 13.3 shall be deposited in escrow and shall be disbursed as work on repair, replacement or restoration progresses, upon the certification of Landlord's architect that the balance in the escrow fund is sufficient to pay the estimated costs of completing the repair and restoration.

Section 14.2 Landlord's Option to Terminate Lease.

If the Premises are (a) damaged or destroyed in whole or in part, or (b) if the Shopping Center is damaged to the extent of ten percent (10%) or more of Landlord's Floor Area and Landlord elects not to rebuild and/or repair, then in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, Landlord shall pay to Tenant the cost of the unamortized portion of Tenant's improvements that was not covered by either Tenant's insurance award, or right to an award, or Landlord's insurance award payable to Tenant, or right to an award, and the rights and obligations of the parties shall cease as of the date of such notice, and Rental and Additional Rental (other than Rental and Additional Rental due Landlord) shall be adjusted as of the date of such termination.

Section 14.3 Demolition of Landlord's Building.

If Landlord's Building shall be so substantially damaged that it is reasonably necessary, in Landlord's sole judgment, to demolish such Building for the purpose of reconstruction, Landlord may demolish the same in which event Rental shall be abated to the same extent as if the Premises were rendered untenantable by a Casualty.

Section 14.4 Insurance Proceeds.

If Landlord does not elect to terminate this Lease pursuant to Section 14.2, Landlord shall, subject to the prior rights of any Mortgagee, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of Landlord's Building in accordance with Section 14.1. All insurance proceeds payable with respect to the Premises shall belong to and shall be payable to Landlord.

ARTICLE XV

CONDEMNATION

Section 15.1 Effect of Taking.

If the whole or any material part of the Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to a useful condition and all Rental (other than any Additional Rental due Landlord) shall be reduced in the same proportion as the portion of Tenant's Floor Area so taken bears to Tenant's Floor Area. If the aforementioned taking renders the remainder of the Premises untenable for the Permitted Use, either party may terminate this Lease as of the date when either Tenant is required to yield possession or can no longer use the Premises for the Permitted Use, whichever date is earlier, by giving notice to that effect within thirty (30) days after such date.

Section 15.2 Condemnation Awards.

All compensation awarded for any taking of the Premises or the Development Area or any interest in either shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect hereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, but if and only if such action shall not reduce the amount of the award or other compensation otherwise recovered from the condemning authority by Landlord or the owner of the fee simple estate in the Shopping Center.

ARTICLE XVI

ASSIGNMENTS AND SUBLETTING

Section 16.1 Landlord's Consent Required.

Notwithstanding any references to assignees, subtenants, concessionaires or other similar entities in this Lease, Tenant shall not: (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder; (ii) sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any persons other than Tenant or its agents; or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. Any such attempted or purported transfer, assignment, mortgaging or encumbering of this Lease, or any of Tenant's interest hereunder, and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Premises in violation of the foregoing sentence, whether voluntary or involuntary or by operation of law or otherwise, shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, or occupant, and Landlord may, at Landlord's option, terminate this Lease without relieving Tenant of any of its obligations hereunder for the balance of the Term. Nothing contained elsewhere in this Lease shall authorize Tenant to enter into any franchise, concession, license, permit, subtenancy, departmental operation arrangements or the like.

Section 16.2 Transfer of Corporate Shares.

If Tenant is a corporation, then the sale, issuance or transfer of any voting capital stock of Tenant or of any corporate entity which directly or indirectly controls Tenant (unless Tenant is a corporation whose stock is traded on the New York Stock Exchange or American Stock Exchange) which shall result in a change in the voting control of Tenant or the corporate entity which controls Tenant shall be deemed to be a prohibited assignment of this Lease within the meaning of this Article XVI. If Tenant is a partnership or an unincorporated association, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership or unincorporated association or corporation which directly or indirectly controls Tenant, or the transfer of any portion or all of any general partnership or managing partnership interest, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Article XVI.

Notwithstanding anything to the contrary in this Lease, Tenant will not sell, assign, mortgage, pledge or in any manner transfer its interest under this Lease, nor sublet all or any part of the Premises without first obtaining Landlord's prior written consent. The foregoing notwithstanding, Tenant shall have the right to assign or sublet the Premises, without first obtaining Landlord's consent, in the event of an assignment or subletting by Tenant to: (a) Any corporation into which Tenant may merge or consolidate provided the surviving corporation possesses a net worth equal to the net worth the net worth of Tenant immediately prior to the occurrence of the merger or

consolidation; or (b) Any corporation which acquires a majority of Tenant's other stores or a majority of Tenant's stores in the State in which the premises are located; or all or substantially all of Tenant's outstanding stock or assets; or in the event any such assignment or subletting occurs as a result of a public offering of Tenant's stock; or (c) Any corporation which is a successor corporation in the event of a corporation reorganization of Tenant; or (d) Any entity, due to an assignment occurring as the result of a public offering of Tenant's Common Stock. In the event of an assignment or subletting under (a) through (d) hereinabove, Tenant shall not allow assignee/sub-Tenant to modify the primary use of the Premises as defined herein and shall notify Landlord in writing of any such assignment or subletting, indicating the name of the assignee/sub-Tenant and address of such party to which notices may be sent.

Section 16.3 Acceptance of Rental from Transferee.

The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease or as a waiver or release of the non-assignability covenants in their future application, nor shall the collection or acceptance of Rental from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease. If this Lease is transferred or assigned, as aforesaid, or if the Premises or any part thereof be sublet or occupied by any person or entity other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law, or otherwise, then Landlord, whether before or after default by Tenant, may, in addition to, and not in diminution of or substitution for, any other rights and remedies under this Lease or pursuant to law to which Landlord may be entitled as a result thereof, collect Rental from the transferee, assignee, subtenant or occupant and apply the net amount collected to the Rental herein reserved, but no such transfer, assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants contained herein or the acceptance of the transferee, assignee, subtenant, or occupant as the tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant set forth in this Lease.

Section 16.4 Condition Precedent.

Without conferring any rights upon Tenant not otherwise provided in this Article XVI, should Tenant desire to enter into an assignment, sublease or transfer of this Lease or Tenant's rights hereunder, Tenant shall request in writing Landlord's consent to the assignment, sublease or transfer at least ninety (90) days before the proposed effective date thereof, providing the following: (i) the full particulars of the proposed assignment, sublease or transfer, including its nature, effective date, terms and conditions, and copies of any offers, draft agreements, subleases, letters of commitment or intent, and other documents pertaining to the proposed assignment, sublease or transfer; (ii) a description of the identity, net worth and previous business experience of the proposed assignee, sublessee or transferee, including without limitation, copies of the proposed assignee, sublessee or transferee's latest income, balance sheet and changes in financial position statements (with accompanying notes and disclosure of all material changes thereto) in audited form, if available, and certified as accurate by the proposed assignee, sublessee or transferee; and (iii) any further information relevant to the proposed assignment, sublease or transfer which Landlord shall request after receipt of Tenant's request for consent.

Section 16.5 Excess Rental.

Without conferring any rights upon Tenant not otherwise provided in this Article XVI, in the event of an assignment or transfer of Tenant's interest in this Lease, or a sublease of all or a portion of the Premises, to a third party, any monthly Rental or other payment accruing to Tenant as the result of any such assignment, transfer, or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease, which is in excess of the Rental then payable by Tenant under the Lease shall be paid by Tenant to Landlord monthly as Additional Rental. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature. Notwithstanding any assignment, subletting or transfer of this Lease or Tenant's rights hereunder, Tenant shall remain fully liable on this Lease and for the performance of all terms, covenants and provisions of this Lease.

Section 16.6 Administrative Expenses.

Any costs and expenses, including attorney's fees, incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rental. It is understood and agreed that the restrictions set forth in this article are of primary importance in enabling Landlord to control the mix of tenants in the Shopping Center.

Section 16.7 Transfer of Landlord's Interest.

In the event of any transfer of Landlord's interest in the Premises, including a sale or lease, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (i) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (ii) notice of such sale, transfer or lease shall be delivered to Tenant as required by law.

ARTICLE XVII

DEFAULT

Section 17.1 "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default:"

- (a) The sale of Tenant's interest in the premises under attachment, execution or similar legal process; or, if Tenant is adjudicated bankrupt or insolvent, and such adjudication is not vacated within thirty (30) days;
- (b) The appointment of a receiver or trustee for the business or property of Tenant or Tenant's Guarantor, if any, unless such, appointment shall be vacated within thirty (30) days after its entry;
- (c) The making by Tenant or Tenant's Guarantor, if any, of an assignment for the benefit of its creditors unless within seven (7) days after such event, all right, title and interest of Tenant in this Lease shall again rest in Tenant free and clear of such lien, claims, and/or encumbrances, or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law unless within seven (7) days after such event, all right, title and interest of Tenant in this Lease shall again rest in Tenant free and clear of such lien, claims, and/or encumbrances;
- (d) The failure of Tenant to pay any Rental or other sum of money when due hereunder;
- (e) Failure by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a failure involving the payment of money), which failure is not cured within ten (10) days after the giving of notice thereof by Landlord, unless such failure is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the failure within such ten (10) day period, and shall thereafter diligently prosecute the curing of same;
- (f) The vacating or abandonment of the Premises at any time during the Term of this Lease. The words "vacating or abandonment" shall mean the ceasing by Tenant, in whole or in part, to use the Premises or any part thereof for conducting and operating the business of Tenant therein as permitted and provided in this Lease;
- (g) The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Lease; and
- (h) The use by Tenant of the Premises for any illegal purpose or purposes other than the Permitted Use.

Section 17.2 Remedies.

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

- (1) Landlord may perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the cost of which performance by Landlord together with interest thereon at the Default Rate from the date of such expenditure shall be deemed Additional Rental and shall be payable by Tenant to Landlord upon demand;
- (2) Landlord may elect to terminate this Lease and the tenancy created hereby, and may reenter the Premises by summary proceedings, or otherwise, and may remove Tenant and all other persons and property from the Premises, and Tenant shall have no further claim or right hereunder, but Tenant shall remain liable for all obligations arising during the balance of the Term as if this Lease had remained in full force and effect. Tenant waives notice of re-entry or institution of legal proceedings to that end and any right of redemption, re-entry or repossession. No re-entry or commencement of any action for re-entry shall be construed as an election to terminate this Lease and shall not absolve or release Tenant from any of its obligations for the remainder of the Term. In the event of re-entry, Landlord may remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the expense and risk of Tenant, without notice or resort to legal process and without Landlord being

deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby;

- (3) Landlord may exercise any other legal or equitable right or remedy it may have.

The foregoing remedies available to Landlord upon the occurrence and continuance of an Event of Default are not to be deemed as alternative remedies and Landlord shall be entitled to exercise any or all of said remedies as Landlord may determine. Notwithstanding the provisions of Section 17.2 A(1) above and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in Section 17.2 A(1) without any notice to Tenant if Landlord, in its good faith reasonable judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency. Any costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys' fees, in enforcing any of its rights and remedies under this Lease shall be deemed to be Additional Rental and shall be repaid to Landlord by Tenant upon demand.

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

Section 17.3 Damages.

A. If this Lease or Tenant's possessory interest pursuant thereto is terminated by Landlord pursuant to Section 17.2, Tenant nevertheless shall remain liable for all Rental which may be due or damages which may be sustained prior to such termination, and all reasonable costs, fees and expenses, including attorneys' fees, incurred by Landlord in pursuit of its remedies hereunder, and/or in connection with any bankruptcy proceedings of Tenant or Tenant's Guarantor, if any, and/or in connection with renting the Premises to others from time to time (all such Rental, damages, costs, fees and expenses being referred to herein as "Termination Damages") plus additional damages ("Liquidated Damages") which shall be an amount equal to the present value of Rental which, but for the termination of this Lease, would have become due during the remainder of the Term less the fair rental value of the Premises. Such Termination Damages and Liquidated Damages shall be payable to Landlord in one lump sum on demand, bearing interest at the Default Rate until paid. Annual Percentage Rental payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to the average Annual Percentage Rental payable with respect to each Rental Year or portion thereof preceding termination.

B. If this Lease is terminated pursuant to Section 17.2, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such term and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting.

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

Section 17.4 Default By Landlord.

A. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or within such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations.

B. If the holder of record of any mortgage(s) covering all or any portion of the Development Area or the Shopping Center shall have given prior notice to Tenant that it is the holder thereof and such notice

includes the address at which notices to such mortgagee(s) are to be sent, then Tenant shall give to said holder notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided. The holder of record of such mortgage(s) shall have the right, but not the obligation, within thirty (30) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default. Any notice of default given to Landlord shall be null and void unless simultaneous notice has been given to said mortgagee(s).

ARTICLE XVIII

SUBORDINATION AND ATTORNMENT

Section 18.1 Subordination.

Unless a Mortgagee (as hereinafter defined) shall otherwise elect, as provided in Section 18.2, Tenant's rights, under this Lease, and all amendments hereto, are and shall remain subject and subordinate to the operation and effect of

- (a) any lease of land only, or of land and buildings in a sale leaseback transaction involving the Premises; or
- (b) the lien of any mortgage, deed of trust or other security instrument constituting a lien upon the Premises,

whether the same shall be in existence at the date hereof or created hereafter, any such lease, mortgage, deed of trust or other security instrument being referred to herein as a "Mortgage" and the party or parties having the benefit of the same, whether as lessor, mortgagee, trustee or noteholder, being referred to herein as a "Mortgagee." Tenant's acknowledgment and agreement of subordination provided for in this Section 18.1 is self-operative and no further instrument of subordination shall be required. Tenant shall execute such further assurances thereof as shall be requisite or as may be reasonably requested from time to time by Landlord or a Mortgagee. If either the Premises or the Shopping Center is subject to a Mortgage as of the date of the execution of this Lease, or if Landlord only possesses a leasehold interest in the Shopping Center, the Premises and/or in the real estate upon which the Shopping Center is situated, Landlord shall, at Landlord's expense, obtain from such lender and/or lessor, within sixty (60) days from the date of the final execution of this Lease, a non-Disturbance and Attornment Agreement, signed and acknowledged by such lender or lessor. If Landlord fails to deliver the Non-Disturbance and Attornment Agreement within such sixty (60) day period, the subordination provision set forth herein shall be non-operative.

Section 18.2 Mortgagee's Unilateral Subordination.

If a mortgagee shall so elect by notice to tenant or by the recording of a unilateral declaration of subordination, this Lease and Tenant's rights hereunder shall be superior and prior in right to the mortgage of which such mortgagee has the benefit, with the same force and effect as if this Lease had been executed, delivered and recorded prior to the execution, delivery and recording of such mortgage, subject, nevertheless, to such conditions as may be set forth in any such notice of declaration.

Section 18.3 Attornment.

If any person (including but not limited to Mortgagee) shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, termination of lease, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor, and execute such evidence confirming same, as such successor in interest shall reasonably request; provided however, that such successor in interest shall not be:

- (a) liable for any previous act or omission of Landlord or any prior landlord under the lease prior to the date such successor in interest took title,
- (b) subject to any offset, claim or defense which shall theretofore have accrued to Tenant against Landlord or any other prior Landlord,
- (c) obligated with respect to any security deposited under the Lease unless such security has been physically delivered to such successor in interest, or
- (d) bound by any previous modification of the Lease or by any previous prepayment of rent or additional rent for a period greater than two (2) months, unless such modification or prepayment shall have been expressly approved in writing by such successor in interest.

Section 18.4 Estoppel Certificates.

At any time and from time to time, within twenty (20) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such Mortgagee or other party as may be designated by Landlord, a certificate in the form attached hereto as Schedule "D", with respect to the matters set forth on Schedule "D", and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Landlord.

ARTICLE XIX

NOTICES

Section 19.1 Sending of Notices.

Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be delivered in person with signed receipt and deemed given on the date of delivery or sent by Federal Express, United Parcel Service or other similar, recognized national overnight delivery service and deemed given on the next business day following the day sent provided the sender procures a receipt for such delivery, or United States registered or certified mail, return receipt requested, with all postage charges prepaid and deemed given on the date received or refused by the intended party as evidenced on the return receipt, addressed, if intended for Landlord, to 4440 Lake Forest Drive, Suite 110, Cincinnati, Ohio 45242, with a copy to Landlord's management office in the Shopping Center, or if intended for Tenant, to Tenant at the Tenant Notice Address. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

Section 19.2 Notice to Mortgagees.

If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed in Section 19.1 and to such address as such Mortgagee shall designate.

ARTICLE XX

BANKRUPTCY OR INSOLVENCY

Section 20.1 Tenant's Interest Not Transferable.

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

Section 20.2 Termination.

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

In the event of a conflict between the terms and conditions of this Lease and the United States Bankruptcy Code, the United States Bankruptcy Code shall be governing (specifically, but not limited to, Section 17.1 (a), (b), (c) herein).

Section 20.3 Tenant's Obligation to Avoid Creditors' Proceedings.

Tenant or Tenant's Guarantor, if any, shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under any insolvency law, or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, or of the assets of either of them, shall be conclusive evidence that Tenant caused, or gave cause, therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section 20.3 shall be deemed a material breach of Tenant's obligations hereunder, and Landlord

shall have the right to terminate this Lease. Landlord does, in addition, reserve any and all other remedies provided in this Lease or in the law.

ARTICLE XXI

MISCELLANEOUS

Section 21.1 Parties' Option to Terminate Lease.

Notwithstanding any provisions herein to the contrary, if for any reason whatsoever the Premises shall not be Ready for Occupancy on or before the date twelve (12) months after the date of this Lease, Landlord or Tenant may elect to terminate this Lease by giving notice of such election to the other party at any time thereafter but prior to the date the Premises become Ready for Occupancy. If such notice is given, this Lease and the rights and obligations of the parties hereunder shall thereupon cease and terminate without need for the execution of any further or other instrument.

Section 21.2 Inspections by Landlord.

Tenant will permit Landlord, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease, provided such inspection does not unreasonably interfere with or disrupt Tenant's business.

Section 21.3 Memorandum of Lease.

The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver in short form a memorandum of this Lease in recordable form. Recording, filing and like charges and any stamps, charges for recording, transfer or other tax shall be paid by the party who requests such recording or filing. In the event of termination of this Lease, within thirty (30) days after written request from the other, the parties agree to execute, acknowledge and deliver to the other an agreement removing such short form of lease from record. If one party fails to execute such agreement within said thirty (30) day period or fails to notify the other party within said thirty (30) day period of its reasons for refusing to execute such agreement, the other party is hereby authorized to execute and record such agreement removing the short form of lease from record. The provisions of this Section 21.3 shall survive any termination of this Lease.

Section 21.4 Remedies Cumulative.

No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of each such breach, agreement, term, covenant or condition.

Section 21.5 Successors and Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns. No rights, however, shall inure to the benefit of any assignee or successor of Tenant. Upon any sale or other transfer by Landlord of its interest in the Premises, and assumption of possession of the Premises by the assignee, only the assignee shall be responsible for all obligations under this Lease.

Section 21.6 Captions and Headings.

The table of contents and the article and section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 21.7 Joint and Several Liability.

If two (2) or more individuals, corporations, partnerships, limited liability companies or other business associations (or any combination of two (2) or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership, limited liability company or other business association to pay Rental and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreement given or made by, with or to any one of such individuals, corporations, partnerships, limited liability companies or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

Section 21.8 Broker's Commission.

Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it

harmless from, all liability arising from any such claim, including, without limitation, the cost of counsel fees in connection therewith.

Section 21.9 No Discrimination.

It is intended that the Shopping Center shall be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants, shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Shopping Center without discrimination because of race, creed, color, sex, age, national origin or ancestry. To that end, Tenant will not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

Section 21.10 No Joint Venture.

Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed. The provision of this Lease in regard to the payment by Tenant and the acceptance by Landlord of a percentage of Gross Sales of Tenant and others is a reservation for rent for the use of the Premises.

Section 21.11 No Option.

The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

Section 21.12 No Modification.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

Section 21.13 Severability.

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

Section 21.14 Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a Mortgagee and except as may otherwise be expressly provided for in this Lease.

Section 21.15 Corporate Tenants.

In the event Tenant is a corporation or limited liability company, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (a) Tenant is a duly constituted corporation or limited liability company qualified to do business in South Carolina; (b) all Tenant's franchise and corporate taxes have been paid to date; (c) all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and (d) such persons are duly authorized by the board of directors of such corporation or members of such limited liability company, as applicable, to execute and deliver this Lease on behalf of the corporation.

Section 21.16 Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state of South Carolina, and the parties agree that the exclusive venue for any cause of action, suit, claim or proceeding based upon this Lease will be in Richland County, South Carolina.

Section 21.17 Waiver of Counterclaims and Trial by Jury.

Landlord and Tenant hereby mutually waive any and all rights which either may have to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease. Tenant shall not impose any counterclaims in

summary proceeding or other action based on termination or holdover except for counterclaims which would be waived if not asserted.

Section 21.18 Exculpation.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon the execution of such judgment and levy thereon against the right, title and interest of Landlord in the Shopping Center and out of the execution of such judgment and levy thereon against the right, title and interest of Landlord in the Shopping Center or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center; neither Landlord nor any of the members comprising Landlord shall be personally liable for any deficiency. The covenants of this Lease shall run with the land and all personal liability of Landlord shall cease in the event of sale or transfer of its interest.

Section 21.19 Delays.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The party entitled to such extension hereunder shall give written notice as soon as possible to the other party hereto of its claim of right to such extension and the reason(s) therefor. The provisions of this Section 21.19 shall not operate to excuse Tenant from prompt payment of Rental or any other payments required by the terms of this Lease.

Section 21.20 Financial Statements.

Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, with financial statements reflecting Tenant's current financial condition.

Section 21.21 Security Deposit.

Intentionally Deleted.

Section 21.22 Attorney Fees.

If at any time after the date of this Lease, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorney fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbitrator in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

Section 21.23 Consent of Landlord and Tenant.

Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, unless otherwise expressly provided. Landlord shall not be deemed to have withheld its consent unreasonably where Landlord's right to give its consent is conditioned on Landlord obtaining the consent of any person, agency or authority with the right to withhold its consent pursuant to any agreement, law or tax and such person, agency or authority does withhold its consent. If Landlord or Tenant fails to give any such consent, the other party hereto shall be entitled to specific performance and shall have such other remedies as are reserved to it under this Lease, but in no event shall Landlord or Tenant be responsible for monetary damages for such failure to give consent.

Section 21.24 Right to Lease.

Landlord reserves the absolute right to effect such other tenancies in the Shopping Center and/or Development Area as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interests of the Shopping Center and/or Development Area. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants of space in the Shopping Center or Development Area.

Section 21.25 Labor Disputes.

Tenant shall construct, or cause Tenant's contractor to construct, improvements or Tenant's work in such a manner as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work, deliveries or any other services in the Shopping Center. In the event there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor dispute, Tenant shall immediately undertake such action as

may be necessary to eliminate such dispute or potential dispute, including, without limitation, (a) removing all disputants from the job site until such time as the labor dispute no longer exists, (b) seeking a temporary restraining order and other injunctive relief with regard to illegal union activities or a breach of contract between Tenant and Tenant's contractor, and (c) filing appropriate unfair labor practice charges.

Section 21.26 Inducement Tenant

As an inducement to Tenant for entering into this Lease, Landlord warrants that in the event JB White should vacate its premises or cease its operations in the Shopping Center and Tenant's gross sales are less than Five Hundred Fifty Thousand Dollars (\$550,000.00) for the twelve (12) month period following said vacating/ceasing of operation, then Tenant may abate basic monthly rental and pay Landlord percentage rent equal to five percent (5%) of gross retail sales made from the Premises within thirty (30) days after the end of each month until either (a) JB White reopens for business to the public, (b) Landlord replaces JB White with another major anchor tenant(s) and said tenant(s) is open for business to the public, or (c) Tenant's gross sales for any consecutive twelve (12) month period following JB White closing are greater than Five Hundred Fifty Thousand Dollars (\$550,000.00). All other 'Additional Rental' is not affected and remains as previously stipulated in this Lease.

Section 21.27 Competitive Stores

As long as the Tenant is not in default under any terms or conditions of this Lease, the Landlord shall not lease space in the Shopping Center to more than two (2) other tenants whose primary business is operating a clothing and accessories store for stout (half & large sizes) women.

Section 21.28 Time of Essence.

Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

Section 21.29 Other.

LANDLORD AND TENANT HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE CONTAINS CERTAIN INDEMNIFICATION PROVISIONS SET FORTH IN THE ARTICLES OF THIS LEASE CAPTIONED "OPERATIONS," "REPAIRS AND ALTERATIONS," "COMMON AREAS," AND "INDEMNITY AND INSURANCE."

[The remainder of this page intentionally left blank]

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

WITNESSES:

John Perrine
Robert J. Buck

TENANT: CATHERINES INC., ~~DELEWARE~~ Delaware corp
DBA ADDED DIMENSIONS

By: David C. Forell
Name: David C. Forell
Title: Executive Vice-President/CFO.
Date: 03 October 1996.

ATTEST: Joseph M. Gohn
Joseph M. Gohn
(CORPORATE SEAL) Assistant Secretary.

WITNESSES:

Kimberly Brackman
Tom Zerkent

LANDLORD: DUTCH SQUARE LIMITED
LIABILITY COMPANY, an Ohio limited liability
company

By: Michael C. Phillips
Name: Michael C. Phillips
Title: Managing Member
Date: 10/4/96

ATTEST: _____
(CORPORATE SEAL)

If Tenant is a corporation, the authorized officers must sign on behalf of the corporation, and by doing so, such officers make the covenants and warranties contained in Section 21.15. This Lease must be executed for Tenant, if a corporation, by the president or vice-president and be attested by the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors shall provide that other officers are authorized to execute this Lease, in which event a certified copy of the bylaws or resolution, as the case may be, must be furnished. Tenant's corporate seal must be affixed.

TENNESSEE
STATE OF ~~SOUTH CAROLINA~~)
COUNTY OF SHELBY)

PROBATE

Before me, the undersigned notary public personally appeared the undersigned witness, who, being duly sworn, deposed and said that ~~he~~^{she} saw David C. Forell by CATHERINES, INC. its Exec., V.P/CFO and attested by Joseph M. Gohn its Ass't. Sec'y. sign, seal and deliver the foregoing Lease Agreement and that he together with the other witness witnessed the execution thereof.

Beth J. Paich
Witness

SWORN TO and subscribed before
me this 03rd day of October,
19 96.

Judy M. Richardson (SEAL) Judy M. Richardson.
Notary Public for ~~SOUTH CAROLINA~~ TENNESSEE
My commission expires: 12 October 1999.

STATE OF OHIO)
COUNTY OF Hamilton)

PROBATE

Before me, the undersigned notary public personally appeared the undersigned witness, who, being duly sworn, deposed and said that he saw Dutch Square Limited Liability Company, an Ohio limited liability company, by Michael C. Phillips, Managing Member and attested by Kimberly Beacha its Leasing Agent sign, seal and deliver the foregoing Subordination Agreement and that he together with the other witness witnessed the execution thereof.

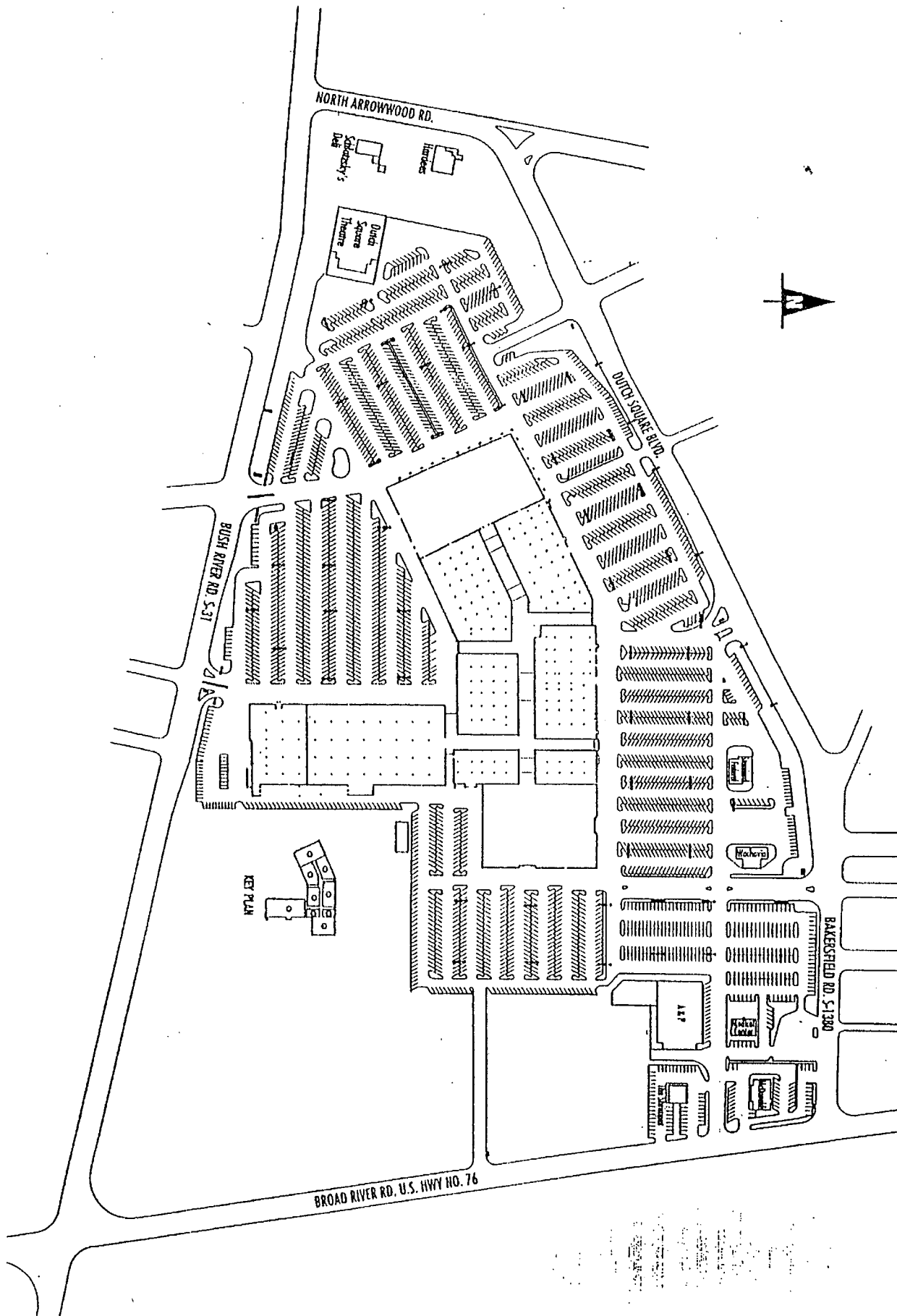
Kimberly Beacha
Witness

SWORN TO and subscribed before
me this 7 day of October,
19 96.

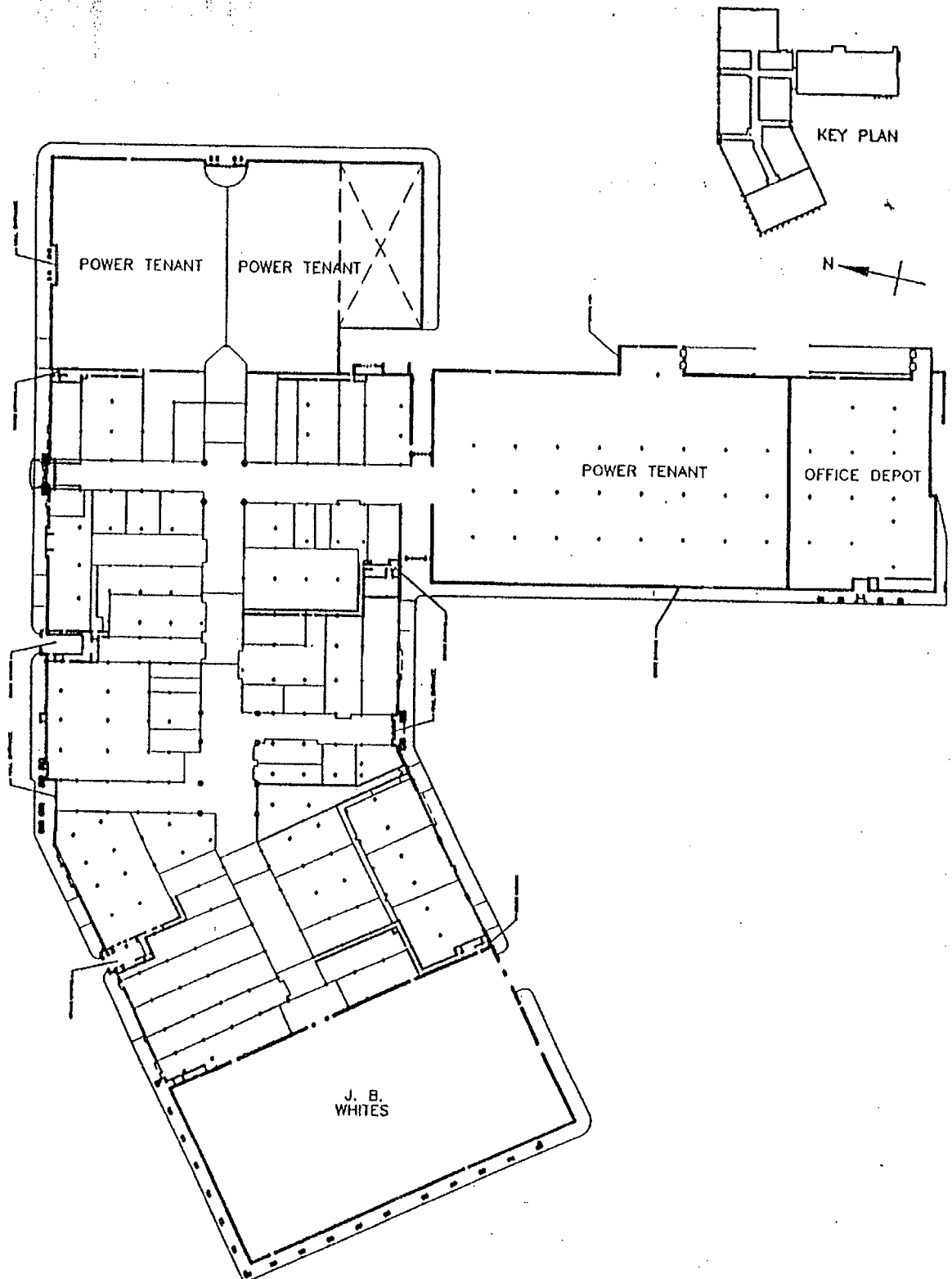
Thomas A. Rockenfield (SEAL)
Notary Public for Ohio
My commission expires: _____
THOMAS A. ROCKENFIELD
Notary Public, State of Ohio
My Commission Expires May 9, 2000



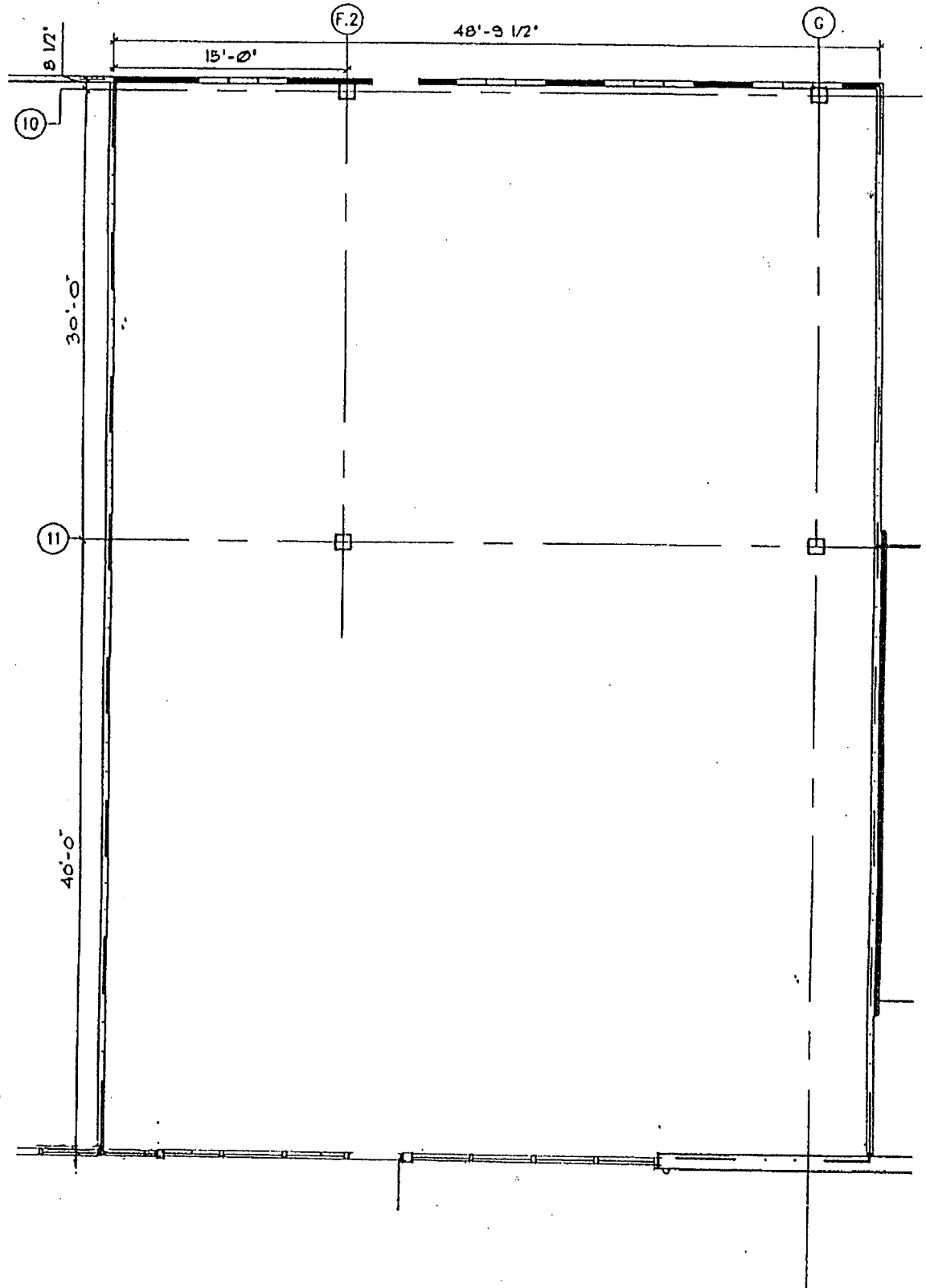
SCHEDULE A
DEVELOPMENT AREA



SCHEDULE A-1
LEASE PLAN



Schedule A-2
Lease Outline Drawing (L.O.D.)



Schedule A-2 - Lease Outline Drawing
Scale: 1/8" = 1'-0"
Page 1 of 1

Tenant Name: ADDED DIMENSIONS
Space #: 99
Square Feet: 3468.00 S.F.

SCHEDULE B
DESCRIPTION OF LANDLORD'S WORK

PART I-GENERAL

REFER TO SCHEDULE "C" FOR CLARIFICATION

This outline has been prepared to define responsibilities and to aid Tenant, Tenant's Architect (or store designer), and Tenant's Contractor in preparing and executing Tenant's improvement plan. Tenant should refer to the tenant space plans and details indicated on the Lease Outline Drawing (L.O.D.) provided by Landlord, and TENANT IS RESPONSIBLE FOR CONFIRMING ALL MEASUREMENTS AND AS-BUILT CONDITIONS WITH LANDLORD'S TENANT COORDINATOR, AND BY VISUAL INSPECTION OF THE PREMISES PRIOR TO PREPARATION OF WORKING DRAWINGS AND START OF CONSTRUCTION. In cases where the L.O.D. information, and the requirement of this scope of work outline are in conflict with Landlord's completed building, the as-built conditions of the completed building shall take precedence. Prior to starting construction, Tenant shall provide complete construction drawings and specifications for the construction of the Premises, in a preliminary and then final submission in order to receive Landlord's written approval, as provided in Schedule "C". Tenant's construction plans and the Tenant's Contractor, must be approved by the Landlord prior to the start of construction. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR ELSEWHERE IN THE LEASE, LANDLORD MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE PREMISES.

PART II-LANDLORD'S WORK

The following will be provided by Landlord, at Landlord's expense, in accordance with Landlord's plans and specifications and constitutes Landlord's complete responsibility with regard to the construction of the Premises. All items not included under this heading that are required to complete the Premises in accordance with Tenant's plans and specifications, shall be performed at Tenant's sole cost and expense (subject to the conditions imposed by Landlord).

A. Demising Partitions

Partitions between the Premises and exit/service corridors shall be one (1) hour rated construction with one layer of type x 5/8" gypsum board on both sides where applicable. Demising partitions between the Premises and other tenants shall be one (1) hour rated gypsum board and metal stud construction. Gypsum board will be installed on both sides of the partition and shall extend from the finished floor slab to the underside of the roof deck. All walls will be taped, spackled, sanded smooth, and ready for Tenant's paint or wall covering. Tenant shall provide all other interior gypsum board partitions and finishes above and beyond the perimeter walls. Exterior building walls, other than demising walls between tenants, shall not be provided with gypsum board.

B. Storefront (Strip Center Only)

Furnish and install a pre-finished tempered glass and aluminum storefront, with double doors, including standard construction locksets hardware; doors to be in location shown on L.O.D.

C. Floor Structure

No depressions, recesses, or penetrations in floor system will be permitted without prior written permission from Landlord.

D. Egress Door

An exterior service door, or a service corridor egress door (if any), with construction hardware shall be provided only if required by the jurisdictional authorities or Landlord's insurance carrier. The location of such egress door, if any, shall be as indicated on the L.O.D. Size of door shall be 3'-0" X 7'-0" and hollow metal construction. Landlord will also furnish and install uniform rear door signage consisting of Tenant's name and store number.

E. Fire Protection Sprinklers

A fire protection sprinkler system exists throughout the mall. Additional installation or relocation of sprinkler heads required due to Tenant layout, storerooms, offices, dressing rooms, etc. shall be performed by Tenant at Tenant's expense.

F. HVAC Equipment (Strip Center and Power Center Only)

- (1) HVAC system will be provided in accordance with applicable codes including thermostat. Air distribution systems for the Premises will be designed, furnished and installed by Landlord.
- (2) Tenant shall provide and install a combination grease, smoke and odor removal unit, heavy duty air filtration specifically designed for cleaning grease laden exhaust air from kitchen hood Tenant

provides and installs. The removal unit shall be complete with fire suppression, make up air (MUAU) system and exhaust fan as required by code. Tenant shall connect all ductwork to the unit as required by code.

- (3) Tenant will furnish a duct for Tenant's kitchen hood grease, smoke and odor removal unit from the Premises, a minimum of 40" above the roof MUAU and a minimum of 120" from exhaust unit and any outdoor air intake.

G. Plumbing

- (1) Landlord will furnish a 4" sewer, 3/4" water (1" for food tenants) connections to the Premises.

H. Electrical

Landlord will provide the following at Landlord's expense:

- (1) Panel board One (1) 480 volt, with current transformer, 3 phase, 4 wire panel board. Panel board shall be sized to accommodate 12 watts per square foot.
- (2) Electrical Meter Landlord shall provide electrical meter
- (3) Outlets Landlord shall supply a duplex outlet at 30' on center on demising walls and power for the same.
- (4) Signage Landlord will provide power, wiring and junction box(es) for storefront signage (20 amp 110 volts).
- (5) HVAC Equipment Power (Strip Center and Power Center Only) Reference: Schedule C Mechanical Criteria.

I. Restroom

- (1) Install a restroom with one toilet, including all plumbing fixtures, with hot water heater below the sink, lights, doors with hardware, walls, ceiling, and handicap fixtures as required by state and local codes. Restroom shall be constructed in compliance with the Americans with Disabilities Act Accessibility Guidelines.

PART III-WORK PERFORMED BY LANDLORD FOR TENANT

The following will be provided by Landlord, at Tenant's expense, in order to either maintain complete control over quality and workmanship of critical installations; for work which can best be performed and coordinated by a single contractor; or where uniformity of material, color and workmanship of finished surfaces require the installation by a specific skilled subcontractor.

A. Pre-Opening Services

Pre-Opening Services in the Premises are provided to Tenant by Landlord. Pre-Opening Services include:

- (1) Pre-Opening Utility Services Power during normal working hours only until Tenant's permanent power system is available or for 45 days, whichever comes first. Tenant's electrical contractor shall be required to provide ground fault protection for power equipment needed in the Premises.
- (2) Tenant Coordination Services Landlord will provide a Tenant Coordinator to facilitate the coordination of work between Landlord and Tenant.
- (3) Tenant Store Plan Review Landlord will review plans provided by Tenant for improvements to the Premises for compliance with the design criteria.
- (4) Sign Coordination Landlord will coordinate the fabrication and installation of Tenant's signs.
- (5) Tenant Sign Plan Review Landlord will review sign plans prepared by Tenant for compliance with the sign criteria.
- (6) Other construction related services provided by Landlord prior to Tenant's opening for business.

B. Signage

The following work and services in the Premises will be provided to Tenant by Landlord at Landlord's actual cost plus 15% for administration. The cost of such work will be payable to Landlord as follows: Fifty percent (50%) deposit upon return of signed work order from Tenant with the balance to be invoiced upon completion of said work. Any amount owed Landlord that is not paid within thirty (30) days of invoice date shall bear interest at the Default Rate until paid. No work will begin until Landlord receives signed work order and deposit.

- (1) Exterior Canopy Sign. Landlord shall coordinate fabrication, installation, wiring, and taxes for Tenant's interior sign(s). Tenant shall provide all camera ready artwork.
- (2) Blade Sign. Fabrication, installation, and taxes for Tenant's blade sign(s). Tenant shall provide all camera ready artwork.
- (3) Exterior Building Signage. If provided for in the Lease, fabrication, installation, wiring, taxes and permit fees for Tenant's exterior sign.
- (4) Interior Mall Storefront Sign. Fabrication, installation, and taxes for interior mall sign. Tenant shall provide camera ready artwork.

C. Modification of Sprinklers

In the event Tenant's store design requires a modification of the existing sprinkler grid as provided to code in Landlord's vanilla box, Tenant will furnish, install or modify the existing sprinkler heads.

ONLY LANDLORD'S SPRINKLER CONTRACTOR SHALL SHUT DOWN, DRAIN AND REFILL SPRINKLER SYSTEM AS REQUIRED BY TENANT MODIFICATIONS AT TENANTS EXPENSE.

D. Additional Work

Additional work in the Premises, if required by Tenant (such as alterations to Landlord's base building, installation of Tenant's equipment on the roof, manual labor, etc.) shall be accomplished by Landlord at Landlord's actual cost, plus fifteen percent (15%) (unless otherwise noted) cost of administration, and only upon receipt of a signed work order from Tenant, and the cost of any such item of work will be payable to Landlord as follows: fifty percent (50%) deposit upon return of the signed work order from Tenant with the balance to be invoiced upon completion of said improvement. Any amount owed Landlord that is not paid within thirty (30) days of receipt of invoice shall bear interest at the Default Rate until paid. No work will begin until Landlord receives the required 50% deposit.

SCHEDULE B
DESCRIPTION OF LANDLORD'S WORK

PART I-GENERAL

REFER TO SCHEDULE "C" FOR CLARIFICATION

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PART II-LANDLORD'S WORK

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- (1) HVAC system will be provided in accordance with applicable codes including thermostat. Air distribution systems for the Premises will be designed, furnished and installed by Landlord.
- (2) Tenant shall provide and install a combination grease, smoke and odor removal unit, heavy duty air filtration specifically designed for cleaning grease laden exhaust air from kitchen hood Tenant

provides and installs. The removal unit shall be complete with fire suppression, make up air (MUAU) system and exhaust fan as required by code. Tenant shall connect all ductwork to the unit as required by code.

- (3) Tenant will furnish a duct for Tenant's kitchen hood grease, smoke and odor removal unit from the Premises, a minimum of 40" above the roof MUAU and a minimum of 120" from exhaust unit and any outdoor air intake.

G. Plumbing

- (1) Landlord will furnish a 4" sewer, 3/4" water (1" for food tenants) connections to the Premises.

H. Electrical

Landlord will provide the following at Landlord's expense:

- (1) Panel board One (1) 480 volt, with current transformer, 3 phase, 4 wire panel board. Panel board shall be sized to accommodate 12 watts per square foot.
- (2) Electrical Meter Landlord shall provide electrical meter
- (3) Outlets Landlord shall supply a duplex outlet at 30' on center on demising walls and power for the same.
- (4) Signage Landlord will provide power, wiring and junction box(es) for storefront signage (20 amp 110 volts).
- (5) HVAC Equipment Power (Strip Center and Power Center Only) Reference: Schedule C Mechanical Criteria.

I. Restroom

- (1) Install a restroom with one toilet, including all plumbing fixtures, with hot water heater below the sink, lights, doors with hardware, walls, ceiling, and handicap fixtures as required by state and local codes. Restroom shall be constructed in compliance with the Americans with Disabilities Act Accessibility Guidelines.

PART III-WORK PERFORMED BY LANDLORD FOR TENANT

The following will be provided by Landlord, at Tenant's expense, in order to either maintain complete control over quality and workmanship of critical installations; for work which can best be performed and coordinated by a single contractor; or where uniformity of material, color and workmanship of finished surfaces require the installation by a specific skilled subcontractor.

A. Pre-Opening Services

Pre-Opening Services in the Premises are provided to Tenant by Landlord. Pre-Opening Services include:

- (1) Pre-Opening Utility Services Power during normal working hours only until Tenant's permanent power system is available or for 45 days, whichever comes first. Tenant's electrical contractor shall be required to provide ground fault protection for power equipment needed in the Premises.
- (2) Tenant Coordination Services Landlord will provide a Tenant Coordinator to facilitate the coordination of work between Landlord and Tenant.
- (3) Tenant Store Plan Review Landlord will review plans provided by Tenant for improvements to the Premises for compliance with the design criteria.
- (4) Sign Coordination Landlord will coordinate the fabrication and installation of Tenant's signs.
- (5) Tenant Sign Plan Review Landlord will review sign plans prepared by Tenant for compliance with the sign criteria.
- (6) Other construction related services provided by Landlord prior to Tenant's opening for business.

B. Signage

The following work and services in the Premises will be provided to Tenant by Landlord at Landlord's actual cost plus 15% for administration. The cost of such work will be payable to Landlord as follows: Fifty percent (50%) deposit upon return of signed work order from Tenant with the balance to be invoiced upon completion of said work. Any amount owed Landlord that is not paid within thirty (30) days of invoice date shall bear interest at the Default Rate until paid. No work will begin until Landlord receives signed work order and deposit.

- (1) Exterior Canopy Sign. Landlord shall coordinate fabrication, installation, wiring, and taxes for Tenant's interior sign(s). Tenant shall provide all camera ready artwork.
- (2) Blade Sign. Fabrication, installation, and taxes for Tenant's blade sign(s). Tenant shall provide all camera ready artwork.
- (3) Exterior Building Signage. If provided for in the Lease, fabrication, installation, wiring, taxes and permit fees for Tenant's exterior sign.
- (4) Interior Mall Storefront Sign. Fabrication, installation, and taxes for interior mall sign. Tenant shall provide camera ready artwork.

C. Modification of Sprinklers

In the event Tenant's store design requires a modification of the existing sprinkler grid as provided to code in Landlord's vanilla box, Tenant will furnish, install or modify the existing sprinkler heads.

ONLY LANDLORD'S SPRINKLER CONTRACTOR SHALL SHUT DOWN, DRAIN AND REFILL SPRINKLER SYSTEM AS REQUIRED BY TENANT MODIFICATIONS AT TENANTS EXPENSE.

D. Additional Work

Additional work in the Premises, if required by Tenant (such as alterations to Landlord's base building, installation of Tenant's equipment on the roof, manual labor, etc.) shall be accomplished by Landlord at Landlord's actual cost, plus fifteen percent (15%) (unless otherwise noted) cost of administration, and only upon receipt of a signed work order from Tenant, and the cost of any such item of work will be payable to Landlord as follows: fifty percent (50%) deposit upon return of the signed work order from Tenant with the balance to be invoiced upon completion of said improvement. Any amount owed Landlord that is not paid within thirty (30) days of receipt of invoice shall bear interest at the Default Rate until paid. No work will begin until Landlord receives the required 50% deposit.

Schedule D
TENANT ESTOPPEL CERTIFICATE

TO: Dutch Square Limited Liability Company ("Landlord") and _____
FROM: _____ ("Tenant")
Tenant's Trade Name: _____

Description of Lease Terms:

Address of Premises: _____ ("Premises")
Square Footage Leased: _____
Lease Date: _____ ("Lease")
Commencement Date: _____
Termination Date: _____
Monthly Basic Rental: _____
Monthly Common Area: _____
Monthly Taxes: _____
Monthly Insurance: _____
Date of Last Rental Payment: _____
Security Deposit: _____
Renewal Option: _____
Expansion Option: _____
(Retail tenant's only: The annual Percentage Rental payable, if any, for (1) the immediately preceding Rental Year was in the amount of _____. The Gross Sales during such period were _____.)

The Tenant named above hereby states and certifies as of the date of this Certificate that the above information is correct, and further states and certifies as follows concerning the Lease for the Premises.

1. The Lease is in full force and effect and has not been modified, changed, altered or amended, in any respect whatsoever except as described above, and constitutes the complete and only agreement between Landlord and Tenant with respect to the Premises, and Tenant hereby ratifies and affirms same. Tenant has not assigned the Lease nor sublet all or any portion of the Premises.
2. The Premises have been satisfactorily completed as of the date hereof. Tenant has accepted the Premises, and is now in occupancy of and presently conducting business in the Premises. Charges for all labor and materials used or furnished in connection with improvements and/or alterations made for the account of the undersigned in the Premises have been paid in full.
3. Tenant holds no claim of default, offset, defense or counterclaim to the payment of rent and other charges payable by Tenant under the Lease or to the performance of Tenant's other obligations under the Lease. Further, Tenant holds no claim against Landlord in regard to any obligations of Landlord relating to the Premises or otherwise, and Landlord has made no commitments to Tenant for repairs or improvements to the Premises.
4. Tenant is paying all rent and other charges in accordance with the provisions of said Lease, and Tenant has not prepaid any rent under the Lease except for the current month, except as may be set forth in the Lease.
5. Tenant is not in default of any of its obligations under the Lease and no condition exists which, with notice or lapse of time or both, could constitute a default by Tenant under the Lease.
6. Landlord has fully performed and discharged all of its obligations under the Lease required to be performed by Landlord as of the date hereof. Landlord is not in default of any of its obligations under the Lease, and no condition exists which, with notice or lapse of time or both, could constitute a default by Landlord under the Lease.
7. Tenant has made no agreements with Landlord or its agents or employees concerning free rent, partial rent, rebate of rental payments or any other type of rental concession other than as may be set forth in the Lease, as it may be amended. The Lease does not contain, and the undersigned does not have, any outstanding options or rights of first refusal to purchase the Premises or any part thereof.
8. Tenant has no outstanding liens, suits, garnishments, or court actions which could render the Tenant insolvent. There has not been filed by or against the Tenant a petition in bankruptcy or a petition or answer seeking an assignment for the benefit of creditors, the appointment of a receiver, trustee,

custodian or liquidator with respect to the Tenant or any substantial portion of the Tenant's property, reorganization, arrangement, rearrangement, composition, extension, liquidation, dissolution or similar relief under the federal Bankruptcy Code or any state law.

9. Tenant has not permitted any hazardous or toxic substances to be brought onto the Premises the removal of which is required or the maintenance of which is restricted by any federal, state or local agency, authority or governmental unit other than materials necessary for the normal routine maintenance of the Premises that are being used in accordance with all applicable governmental laws and regulations.

10. The statements made herein may be relied upon by Landlord and any prospective purchaser or mortgagee.

The undersigned individual is fully authorized to execute this Tenant Estoppel Certificate on behalf of Tenant. EXECUTED this _____ day of _____

TENANT: _____

By:

Name: _____
Title: _____

SCHEDULE E
RULES AND REGULATIONS

1. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
2. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the center.
3. Except for small parcel packages, no deliveries will be permitted through the mall unless Tenant does not have a rear service door. In such event, prior arrangements must be made with mall management for delivery.
4. Tenant is responsible for storage and removal of its trash, refuse and garbage. Tenant shall not dispose of the following items in sinks or commodes: plastic products(plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats; cooking oils; any meat scraps or cutting residue; petroleum products(gasoline,kerosene, lubricating oils); paint products(thinner, brushes); or any other item which the same are not designed to receive. All Store Area of Tenant, including vestibules, entrances, doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition.
5. Tenant shall not permit or suffer any advertising medium to be placed on mall walls, on Tenant's mall or exterior windows, on standards in the mall, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant sign, and trade or seasonal decoration of any size, style or material within the Center, outside the Premises.
6. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radio or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent.
7. Tenant shall not permit or suffer any portion of the Premises to be used for lodging purposes, nor conduct or permit any unusual firing, explosion or other damaging or dangerous hazard within the Premises or the Common Area.
8. Tenant shall not permit or suffer any portion of the Premises to be used for any warehouse operation, or any assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation, adult bookstore or cinema peepshow, entertainment or sale of products of an obscene or pornographic nature or predominately sexual nature.
9. Tenant shall not, in or on any part of the Common Area:
 - (a) Vend, peddle or solicit orders for sale or distribution of any device, service, periodical, book, pamphlet or other matter whatsoever.
 - (b) Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord.
 - (c) Distribute any circular, booklet, handbill, placard or other material, except for those activities as approved in writing by Landlord.
 - (d) Solicit membership in any organization, group or association or contribution for any purpose.
 - (e) Create a public or private nuisance
 - (f) Use any Common Areas(including the Enclosed Mall) for any purpose when none of the other establishments within the Center is open for business or employment, except for activities as approved in writing by Landlord.
 - (g) Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.
 - (h) Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Center, or the property of customers, business invitees or employees situated within the Center.

Schedule F
GUARANTY OF LEASE

WHEREAS, DUTCH SQUARE LIMITED LIABILITY COMPANY, an Ohio Limited Liability Company (hereinafter "Landlord") and CATHERINE'S INC., DELEWARE (hereinafter "Tenant") are parties to a Lease Agreement (hereinafter the "Lease" which has been or will be executed for premises consisting of 3,527 square feet, located in Space Number 99, Dutch Square Center, Columbia, South Carolina.

WHEREAS, Landlord under said Lease requires as a condition to its execution of said Lease that the undersigned (hereinafter the "Guarantor") guarantee the full performance of the obligations of Tenant under said Lease; and

WHEREAS; the undersigned is desirous that Landlord enter into said Lease with Tenant.


NOW, THEREFORE, in consideration of the execution of said Lease by Landlord, Guarantor hereby unconditionally guarantees the complete and timely performance of each and all of the terms, covenants and conditions of said Tenant to be kept and performed by said Tenant, including the payment of all rentals and other charges to accrue thereunder. Guarantor further agrees as follows:

1. That Guarantor authorizes Landlord, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to: (a) change the amount, time or manner of payment of rent or covenants, conditions or provisions of the Lease; (c) amend, modify, change or supplement the Lease; (d) assign the Lease or the rents and other sums payable under the Lease; (e) consent to Tenant's assignment of the Lease or to the sublease of all, or any portion of the property covered by the Lease; (f) take and hold security for the payment of this Guaranty or the performance of the Lease, and exchange, enforce, waive and release any such security; (g) apply such security and direct the order of manner of sale thereof as Landlord in its discretion may determine; and (h) release or substitute any one or more of the Guarantors, if more than one;
2. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee to Tenant;
3. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder;
4. The liability of Guarantor under this Guaranty shall be primary and Guarantor waives any right to require Landlord to: (a) proceed against Tenant; (b) proceed against or exhaust any security held from Tenant; and (c) pursue any other remedy in Landlord's power whatsoever;
5. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any negotiations, action or proceeding commenced to enforce this Guaranty; and
6. Guarantor hereby waives notice of any demand by Landlord as well as of any notice of Tenant's default in the payment of rent or any other amounts contained or reserved in the Lease.

The terms and provisions of this Guaranty shall be binding upon and insure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties herein named.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the Commencement Date of the Lease.

GUARANTOR: CATHERINES STORES CORPORATION.


David C. Forell, Executive Vice-President/CFO.
Social Security Number/Federal Taxpayer Identification Number:

510297099

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

July 2, 2001

Ms. Sigrid Miller
Philips Edison Co.
4440 Lake Forest Drive
Suite 110
Cincinnati, OH 45242

RE: Lease dated October 4, 1996,
for space in Dutch Square Center, Columbia, SC
Tenant Store #5442

Dear Ms. Miller:

Ashley Stewart #329 / Urban Brands Corp

In an effort to update our records, we would like to confirm the following information as it pertains to the above-captioned Tenant:

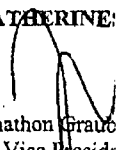
"Term" is defined as the period:

April 1, 1997 to March 31, 2007

Please signify your agreement by signing both copies of this letter and returning one copy to the undersigned. If we do not hear from you within thirty (30) days, you will be deemed to have agreed that the information stated above is correct and we will rely on your agreement.

Very truly yours,

CATHERINES, INC.

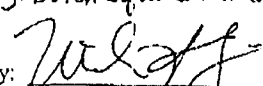

Jonathon Graub
Sr. Vice President - Real Estate

JG:eo

The foregoing is hereby confirmed with regard to the
Added Dimension Store #5442 referenced above.

Dutch Square Limited Liability Company

By: Dutch Square Managing Member, Inc.

By: 
Michael C. Phillips, Chairman

Certified Mail - Return Receipt Requested
#7099-3400-0012-4056-4550

TOTAL P.02



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Agreement") is made and entered into as of 11/9, 2007 by and between Dutch Square Limited Liability Company, an Ohio limited liability company, ("Landlord") and ~~Catherine's, Inc., a Delaware corporation~~ ("Tenant"), doing business as Ashley Stewart. LARGE APPAREL OF SOUTH CAROLINA, INC

RECITALS:

WHEREAS, Landlord and Tenant, or their predecessors in interest, have entered into a certain Lease Agreement dated October 4, 1996, as same may have been amended ("Lease") under which Tenant leases from Landlord approximately 3,465 rentable square feet known as Unit 99 ("Demised Premises") of the Dutch Square Mall in Columbia, South Carolina ("Shopping Center"); and

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

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

1. Landlord and Tenant have agreed to extend the term for a period of one (1) year ("Extension Term"). Said Extension Term shall commence on April 1, 2007 and terminate on March 31, 2008.
2. Tenant hereby agrees to pay to Landlord as Fixed Minimum Rent during the Extension Term the sum of Thirty-Nine Thousand Eight Hundred Forty-Seven Dollars and 56/100 (\$39,847.56) payable as follows:

April 1, 2007 to March 31, 2008-----\$39,847.56 per annum (\$3,320.63 per month)
3. Tenant represents that Landlord is not in default of any terms, conditions, or covenants of the Lease.
4. Except as amended hereby, the Lease is hereby restated, reaffirmed and incorporated herein by reference in its entirety.

[SIGNATURES ON FOLLOWING PAGE]

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

LANDLORD:

Dutch Square Limited Liability Company,
an Ohio limited liability company
By: Dutch Square Managing Member, Inc.,
an Ohio corporation, its managing member

WITNESS

Denise D. Dyer
Denise D. Dyer

By: R. Mark Addy
R. Mark Addy
Its: Vice President & Secretary

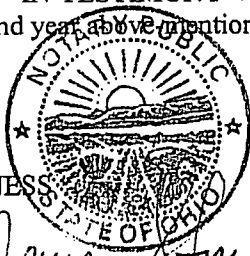
COUNTY OF HAMILTON)

)SS:

STATE OF OHIO)

BE IT REMEMBERED that on this 9th day of January, 2007, before me, a Notary Public in and for the said county and state, personally appeared R. Mark Addy, Vice President and Secretary of Dutch Square Managing Member Inc., the Managing Member of Dutch Square Limited Liability Company, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed.

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



DENISE D. DYER
Notary Public, State of Ohio
My Commission Expires
October 18, 2010

WITNESS

Susan D. Stead
Susan D. Stead
COUNTY OF Hudson)

)SS:

STATE OF New Jersey)

Denise D. Dyer
Notary Public

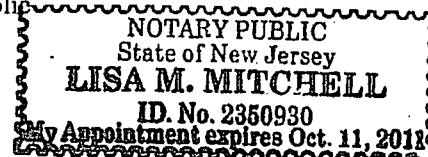
TENANT: LARGE APPAREL OF SOUTH CAROLINA, INC
Catherine's, Inc., a Delaware corporation

By: Ethan Shapiro
Name: Ethan Shapiro
Its: President/CEO

BE IT REMEMBERED that on this 20th day of December, 2006, before me, a Notary Public in and for the said county and state, personally appeared Ethan Shapiro, the President/CEO of LARGE APPAREL OF SOUTH CAROLINA, INC, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

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

Notary Public



SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Amendment") is made and entered into as of Feb. 11, 2008, by and between Dutch Square Limited Liability Company, an Ohio limited liability company, ("Landlord") and Large Apparel of South Carolina, Inc., ("Tenant") doing business as Ashley Stewart # 329.

RECITALS:

WHEREAS, Landlord and Tenant, or their predecessors in interest, have entered into a certain lease dated October 4, 1996, as same may have been amended ("Lease") under which Tenant leases from Landlord approximately 3,465 rentable square feet known as Unit 99 ("Demised Premises") of the Dutch Square Mall in Columbia, South Carolina ("Shopping Center"); and

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

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

1. Landlord and Tenant have agreed to extend the term for a period of three (3) years ("Extension Term"). Said Extension Term shall commence on April 1, 2008 and terminate on March 31, 2011.
2. Tenant hereby agrees to pay to Landlord as Annual Basic Rental during the Extension Term the sum of One Hundred Nineteen Thousand Five Hundred Forty-Two Dollars and 68/100 (\$119,542.68) payable as follows:

April 1, 2008 to March 31, 2011 ----- \$39,847.56 per annum (\$3,320.63 per month)

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

3. During the Extension Term, Tenant's breakpoint for determining Annual Percentage Rental shall be:

RENTAL YEAR:

April 1, 2008 to March 31, 2009
April 1, 2009 to March 31, 2010
April 1, 2010 to March 31, 2011

BREAKPOINT:

\$796,951.20
\$796,951.20
\$796,951.20

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

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

WITNESS

Laura Essary
Ramona Addy

LANDLORD:

Dutch Square Limited Liability Company,
an Ohio limited liability company

By: Dutch Square Managing Member, Inc.,
an Ohio corporation, its managing member

By: R. Mark Addy
Its: Vice President & Secretary

COUNTY OF HAMILTON)

)SS:

STATE OF OHIO)

BE IT REMEMBERED that on this 11th day of February, 2008, before me, a Notary Public in and for the said county and state, personally appeared R. Mark Addy, Vice President and Secretary of Dutch Square Managing Member Inc., the Managing Member of Dutch Square Limited Liability Company, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed.

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

Laura Essary
Notary Public

LAURA ESSARY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 10/04/2009

WITNESS

Bernadette Leel
Clary Wright

TENANT:

Large Apparel of South Carolina, Inc.

By: Anita Britt
Name: ANITA BRITT
Its: CHIEF FINANCIAL OFFICER

COUNTY OF HUDSON)

)SS:

STATE OF NEW JERSEY)

BE IT REMEMBERED that on this 30th day of JANUARY, 2008, before me, a Notary Public in and for the said county and state, personally appeared ANITA BRITT, the CFO of Large Apparel of South Carolina, Inc., who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

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

William M. Pineda
Notary Public

WILLIAM M. PINEDA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 22, 2009

MILLER
& MARTIN
PLLC

ATTORNEYS AT LAW

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

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

January 20, 2011

VIA FEDERAL EXPRESS

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

**Re: In re: Large Apparel of South Carolina, Inc.
Case Number 10-13037
Chapter 11**

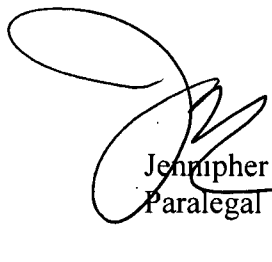
Dear Sir or Madam:

Enclosed please find one (1) original and one (1) copy of a Proof of Claim to be filed on behalf of Dutch Square Limited Liability Company for the above-referenced matter.

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

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

Sincerely,



Jennifer A. Borey
Paralegal

/jab
Enclosures