

**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.

The Shoppes at

# PYRAMIDS

## Village

September 15, 2010

Large Apparel of N.C. Inc.  
c/o: Corporate Real Estate  
100 Metro Way  
Secaucus, NJ 27405

Certified Letter  
7009 0080 0001 8123 1756

Notice of Monetary Default – Urban Brands  
DBA: Ashley Stewart – Store #434  
2101-105 Pyramids Village Blvd.  
Greensboro, NC 27407

Attn: Corporate Real Estate

This is to notify you that you are in default under the terms of your lease on Page 12, Section #35, item #1 for the premises listed above. As of this date of this letter, you have failed to timely pay the following items:

<u>Item Description</u>	<u>Date Due</u>	<u>Amount of Charge (\$)</u>	<u>Balance Due</u>
Nov 2009 Rent & Ancillary	11-1-2009	7,550.00	7,550.00
Dec 2009 Rent & Ancillary	12-1-2009	7,550.00	15,100.00
2009 CAM Reconciliation	4-1-2010	4,152.92	19,252.92
2010 CAM Variance Inc.			
April thru Sept 143.01 x 6	4/1 to 9/1	858.06	20,110.98
Pylon Sign Agreement			
Two years 2009 & 2010		2,400.00	22,510.98
Aug 2010 Rent & Ancillary	8-1-2010	7,693.01	30,203.99
Sep 2010 Rent & Ancillary	9-1-2010	7,693.01	37,897.00
Late Fee's from above		1,894.85	<u>39,791.85</u>
		<u>Total Amount Due</u>	39,791.85

The amount indicated above must be paid in full immediately in order to cure the default. If payment is not made or other arrangements suitable to the Landlord are not agreed to in writing within the time period provided to you under your lease, if any, the Landlord will be free to exercise any and all remedies to it under the lease and the laws of the NC, including, but not limited to, the commencement of eviction proceedings. Please note that under the terms of your lease and applicable law, the Landlord may also be able to collect from you interest, collection costs and attorney's fees if this matter is not satisfactorily resolved immediately.

Sincerely yours,

A handwritten signature in cursive script that reads "Roger Pitney".

Roger Pitney, SCSM  
President

CC: DMJ Realty  
c/o: Mr. Joe DiMitrio  
Managing Director  
445 Broadhollow Road  
Suite #225  
Melville, NY 11747

**Certified Mail**

7009 0080 0001 8123 1763

**LEASE AGREEMENT**  
**FOR**  
**THE SHOPPES AT PYRAMIDS VILLAGE**  
**BETWEEN**  
**LINDER VENTURES III, L.L.C.,**  
**AS LANDLORD,**  
**AND**  
**LARGE APPAREL OF NORTH CAROLINA, INC.,**  
**AS TENANT**

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Exhibit A	SITE PLAN LOCATION OF PREMISES
Exhibit B	LEGAL DESCRIPTION OF SHOPPING CENTER
Exhibit C	LANDLORD'S WORK
Exhibit D	TENANT DESIGN AND CONSTRUCTION CRITERIA
Exhibit E	TENANT ACCEPTANCE AGREEMENT
Exhibit F	[INTENTIONALLY DELETED]
Exhibit G	SIGN SPECIFICATION AND REQUIREMENTS
Exhibit H	USE RESTRICTIONS

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The Shoppes at Pyramids Village

Greensboro, North Carolina

LEASE SUMMARY

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Effective Date of Lease:  
[Section 6]

2-6-2007

Landlord:

Linder Ventures III, L.L.C.

Tenant:

Large Apparel of North Carolina, Inc. (d/b/a Ashley Stewart)

Shopping Center:  
[Section 1.1]

The Shoppes at Pyramids Village

Shopping Center Address:  
[Section 1.1]

East Cone Blvd. and Highway 29 North  
Greensboro, North Carolina 27405

Suite Number:  
[Section 1.1]

Suite F-1A

Address of Premises:  
[Section 1.1]

Greensboro, North Carolina

Gross Leasable Area  
of Premises:  
[Section 1.1]

4,000 Square Feet

Gross Leasable Area  
of Shopping Center:

169,547 Square Feet (Gross Leasable Area of Shopping Center includes only those portions of the Shopping Center Shown on Exhibit A p.2 as Lots 3,6,8, and part of 10)

[Section 10.2]

Tenant's Pro Rata Share:  
[Section 10.2]

2.359% (Gross Leasable Area of Premises divided by Gross Leasable Area of Shopping Center)

Lease Term:  
[Section 2]

Sixty (60) consecutive months following the Commencement Date, plus the Renewal Terms, as applicable

Commencement Date:  
[Section 2]

The Lease Term and Tenant's obligation to pay rent hereunder shall commence on the earlier of (a) sixty (60) days from the date Landlord delivers to Tenant possession of the Premises (by giving notice to the Tenant that the Premises are substantially complete) and Tenant has all permits and approvals necessary for commencing its construction, and (b) the date Tenant opens the Premises for business

Expiration Date:  
[Section 2]

The fifth anniversary of the Commencement Date, unless the Renewal Terms are exercised, in which case it shall be the last day of the last applicable Renewal Term

Permitted Use(s):  
[Section 7.1]

Tenant shall use the Premises for the sale of retail clothing, including accessories, the incidental sale of shoes and other related items, as well as gift and sundry items; no other use shall be permitted without the Landlord's written consent

Base Rent:  
[Section 8.1]

<u>Period</u>	<u>Effective Annual Rent/Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	
Year 1	\$ 18.00	\$ 72,000.00	\$ 6,000.00	2/6/07 - 2/08
Year 2	\$ 18.00	\$ 72,000.00	\$ 6,000.00	2/08 - 2/09
Year 3	\$ 19.00	\$ 76,000.00	\$ 6,333.00	2/09 - 2/10
→ Year 4	\$ 19.00	\$ 76,000.00	\$ 6,333.00	2/10 - 2/11
Year 5	\$ 19.00	\$ 76,000.00	\$ 6,333.00	2/11 - 2/12

Additional Rent Escrow:  
[Section 11.1]

\$2.00 psf for CAM  
\$ .45 psf for Taxes  
\$ .15 psf for Insurance  
\$2.60 psf total (\$10,400.00 per annum, or \$866.68 per month)

Security Deposit:  
[Section 14]

N/A

Tenant's Address for Notices:  
[Section 43]

Prior to Commencement Date:

Large Apparel of North Carolina, Inc.  
100 Metro Way  
Secaucus, NJ 07094  
Attention: Corporate Real Estate  
Telephone: (201) 319-9093 x 2415  
Telefax: (201) 319-1173

Following Commencement Date:

Same as above

Landlord's Address for Lease Payments:  
[Section 8.1]

The Shoppes at Pyramids Village  
P.O. Box 9813  
Greensboro, N.C. 27429-0813  
Attention: Accounts Payable



Landlord Address for Notices:  
[Section 43]

Linder Ventures III, L.L.C.  
d/b/a The Shoppes at Pyramids Village  
P.O. Box 9813  
Greensboro, N.C. 27429-0813  
Attention: Roger Pitney, SCSM

Telephone: (336) 478-2661  
Telefax: (336) 851-0374

with a copy to:

Sands Anderson Marks & Miller  
801 E. Main Street  
P. O. Box 1998  
Richmond, VA 23218-1998  
Attention: Brian R. Pitney, Esq.

Telephone: (804) 783-7212  
Telefax: (804) 783-7291

Landlord Representative:  
[Section 52]

Wakefield Associates  
2840 Plaza Place, Ste 105  
Raleigh, NC 27614  
Attention: John A. Koonce

Telephone: 919-789 9707  
Telefax: 919-789 9715

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THE FOLLOWING ARE APPLICABLE ONLY IF CHECKED; OTHERWISE THEY ARE NOT A PART OF THIS LEASE.

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Yes ☐ Exclusive Use Right (Exhibit F)  
No ☒ [Section 7.2]

Yes ☒ Transaction Broker(s): Kelly Barnhardt and Andy Misiaveg  
No ☐ [Section 52] The Shopping Center Group, LLC

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telefax: \_\_\_\_\_

Yes ☒ Renewal Terms: Two (2) consecutive Renewal Terms, each for a term of sixty  
No ☐ [Section 63 (a)] months; Base Rent during the first Renewal Term shall be \$64,000.00  
per annum (or \$5,333.33 per month), and Base Rent during the second  
Renewal Term shall be \$72,000.00 per annum (or \$6,000.00 per  
month)

**LEASE AGREEMENT  
FOR  
THE SHOPPES AT PYRAMIDS VILLAGE**

THIS LEASE, made as of this 2-6, 2007, by and between LINDER VENTURES III, L.L.C., a North Carolina limited liability company, whose address for purposes hereunder is P.O. Box 9813, Greensboro, North Carolina 27429-0813, Attention: Roger Pitney, SCSM ("Landlord"), and LARGE APPAREL OF NORTH CAROLINA, INC., a North Carolina corporation d/b/a Ashley Stewart, whose principal address is 100 Metro Way, Secaucus, NJ 07094 ("Tenant"). Landlord and Tenant acknowledge each to the other that they have received full and sufficient consideration to enter into and bind themselves to the terms and conditions set forth herein.

**1. PREMISES**

1.1 Tenant hereby leases from Landlord that certain space (the "Premises"), identified as the Suite Number referenced within the attached Lease Summary, which is incorporated into this Lease and by this reference made a part hereof (the "Lease Summary"), containing the approximate square footage of gross leasable area as set forth in the Lease Summary and with the approximate dimensions and location as more fully delineated in the attached Exhibit A, which is located in the Shopping Center referenced in the Lease Summary (the "Shopping Center"), the legal description for which is found in the attached Exhibit B. The Premises do not include any space above the interior surface of the ceiling, nor any part of the exterior walls of the building in which the Premises are located, nor the walks or Common Areas, as the latter is defined herein.

1.2 Tenant covenants to keep and perform each and all of the terms, covenants and conditions herein set forth.

**2. LEASE TERM AND COMMENCEMENT DATE**

The Lease Term shall commence on the earlier of (a) sixty (60) days from the date Landlord delivers to the Tenant possession of the Premises (by giving notice to the Tenant that the Premises are substantially complete in accordance with Exhibit C) and Tenant has obtained all permits and approvals necessary to commence Tenant's Work as defined herein, and (b) the date Tenant opens the Premises for business (as applicable, the "Commencement Date"). The term of this Lease shall be for the length of time set forth in the Lease Summary (the "Lease Term"), commencing on the Commencement Date and expiring on the expiration date set forth in the Lease Summary (the "Expiration Date"). The period of time between the date hereof and the Commencement Date shall be referred to as the preliminary term (the "Preliminary Term"). During the Preliminary Term, all obligations of Tenant and Landlord under this Lease shall be in full force and effect, except Tenant's obligation to pay Base Rent and Additional Rent. Tenant shall provide written acknowledgment of the Commencement Date and the Expiration Date to Landlord prior to opening for business in the Premises by executing a completed Tenant Acceptance Agreement in the form attached hereto as Exhibit E, which Agreement shall be considered effective on the date executed by Landlord. Tenant shall continuously operate its business within the Premises in full compliance with the terms and conditions of this Lease throughout the Lease Term.

**3. ACCEPTANCE OF PREMISES**

3.1 Tenant acknowledges it has fully inspected and accepts the Premises in its present "as is" condition, or in the event Landlord is to construct the Premises or to add further improvements thereto, Landlord agrees to deliver possession of the Premises to Tenant upon completion of the construction outlined in Exhibit C ("Landlord's Work"). Landlord makes no representations or warranties with respect thereto, other than that the Landlord's Work shall comply with Title III of Americans with Disabilities Act. If Landlord fails to complete construction in accordance with Exhibit C on or before May 16, 2007, then, unless such failure results from force majeure, act of God, or similar circumstances beyond the reasonable control of Landlord, Tenant shall have the right

to terminate this Lease or delay its opening until delivery of possession is tendered. Notwithstanding the foregoing, Landlord shall use its best efforts to complete the Landlord's Work on or before April 18, 2007 so long as (i) such acceleration does not cost the Landlord any additional sums; and (ii) in no event shall the Landlord be in breach of this Agreement if Landlord's Work is not completed on or before April 18, 2007 for any reason.

3.2 Upon delivery of possession of the Premises by Landlord, Tenant shall with due diligence proceed with the construction requirements in accordance with plans and specifications approved by Landlord as specified below and as described in Exhibit D attached hereto. Tenant shall complete all such work so that it may open for business in the Premises on or before the Commencement Date. Tenant agrees to submit to Landlord plans and specifications covering all work and installations that Tenant proposes to perform at the Premises, including, without limitation, interior layout, fixtures, and decor, all of which shall be in accordance with generally accepted construction standards and in accordance with Exhibit D. Tenant's plans and specifications shall be prepared in such detail as Landlord may reasonably require, and Tenant agrees not to commence work upon any of Tenant's Work until Landlord has approved Tenant's plans and specifications in writing and otherwise has complied with the provisions of Exhibit D. Provided Tenant is in full compliance with all of the terms and conditions of this Lease, and provided further that Landlord is satisfied that adequate arrangements have been made by Tenant to ensure that all Tenant's contractors and subcontractors are paid in full for all work performed on the Premises, in accordance with [Section II.I.4] of Exhibit D, Landlord shall pay Tenant the upfit allowance described in Exhibit C, in accordance with the terms thereof, toward Tenant's construction costs incurred pursuant to this section.

#### 4. FAILURE TO OPEN

In the event Tenant shall fail to open for business, fully fixtured, stocked and staffed within one hundred twenty (120) days following the date that Landlord delivers to Tenant possession of the Premises (by giving notice to the Tenant that the Premises are substantially complete), then Landlord shall have, in addition to any and all remedies provided herein, the option to terminate this Lease. In the event of termination by either Landlord or Tenant under this Section 4, Landlord shall have no obligation to pay Tenant the allowance set forth in Section 3.2 above.

#### 5. QUIET ENJOYMENT

Subject to Tenant observing and performing all of the covenants, conditions and provisions required of Tenant herein, Tenant shall have quiet possession of the Premises throughout the Lease Term.

#### 6. EFFECTIVE DATE

This Lease shall become a binding and enforceable agreement as of the date hereof (the "Effective Date").

#### 7. USE

7.1 Tenant shall use and occupy the Premises for the use and purposes described in the Lease Summary only and shall not use the Premises for any other purposes.

#### 7.2 [INTENTIONALLY DELETED]

7.3 ~~Tenant acknowledges that Landlord has granted exclusive use rights to other tenants in the Shopping Center and that Landlord has also imposed certain prohibited uses and activities within the Shopping Center as well, including but not limited to those set forth in Exhibit H hereto. Such exclusive use rights and prohibited uses may be recorded declarations governing use covenants and restrictions for the Shopping Center, which recorded declarations may be amended from time to time without further notice to Tenant, which declarations include but are not limited to that certain instrument titled Easements with Covenants and Restrictions Affecting Land, dated May 31, 2005, recorded on June 28, 2005, in Book 6342, Pages 962-982, Guilford County Registry. During the Lease Term, Tenant or any successor, assignor, subtenant, licensee or other user claiming any rights~~

under Tenant or this Lease, shall not engage in any use of the Premises that either violates an exclusive use right granted by Landlord to another tenant within the Shopping Center, represents a use or activity that is specifically prohibited within the Shopping Center or violates the terms of Exhibit H hereto. Tenant shall indemnify and hold Landlord harmless against any and all claims (including court costs and reasonable attorneys' fees) that result from Tenant's breach of this covenant.

8. BASE RENT

8.1 Tenant shall pay to Landlord, at the address set forth in the Lease Summary or at such other address as directed by Landlord from time to time, without notice, demand, deduction or set-off whatsoever, in lawful United States currency, the Base Rent set forth in the Lease Summary, together with any sales, use or other taxes which may be assessed thereon, on or before the first day of each calendar month during the Lease Term.

8.2 Intentionally deleted.

8.3 Payments of Base Rent and Additional Rent not received by the fifth (5th) day of the month shall be subject to an administrative charge equal to five percent (5%) times the unpaid amount. In the event Base Rent and Additional Rent have not been received by the fifteenth (15th) day of the month, Tenant's account shall be transferred to an attorney for collection, and in addition to the costs and charges described above, Tenant shall also be responsible for the payment of all legal fees and expenses incurred with respect thereto. Should a check from Tenant be dishonored or returned by the bank for any reason, Landlord shall be entitled to apply, in addition to the above assessments, a service charge of fifty dollars (\$50) and thereafter, Landlord reserves the right to require Tenant to make future payments by certified or cashier's checks. Tenant acknowledges and agrees that the above charges represent a fair and reasonable estimate of Landlord's expense in the management of the Shopping Center resulting from such incidents and that said expense is not contemplated nor included in any other rental or charge to be paid by Tenant.

9. [INTENTIONALLY DELETED]

10. ADDITIONAL RENT

10.1 It is the intent for the Base Rent, and all sales or use taxes imposed thereon, payable to Landlord to be absolutely net of all annual expenses associated with the operation of the Shopping Center. Therefore, in addition to Base Rent and Percentage Rent, Tenant shall pay, as Additional Rent, its Pro Rata Share (as herein defined), plus any sales or use taxes assessed thereon, of the following:

- (a) **TAXES**: Representing the amount of all real and personal property taxes or assessments, including without limitation: sanitary taxes, solid waste fees, or special assessments, and all costs and expenses (excluding Landlord's administrative overhead) incurred by Landlord in contesting the same, which are levied, imposed or assessed upon the Shopping Center.
- (b) **INSURANCE**: Representing the cost (excluding Landlord's administrative overhead) of all fire, extended coverage, liability, workmen's compensation and other insurance coverage carried by Landlord on the Shopping Center. If Tenant's approved use or occupancy of the Premises shall cause any increase in premiums for insurance coverage of the Shopping Center, Tenant shall be responsible for payment of the entire premium increase.
- (c) **COMMON AREA MAINTENANCE ("CAM")**: Representing the Shopping Center's Operating Costs (as herein defined).

10.2 Tenant's initial Pro Rata Share, equal to the percentage figure set forth in the Lease Summary, was obtained by dividing the gross leasable square footage of the Premises, as set forth in the Lease Summary, by the total gross leasable square footage of the Shopping Center set forth in the Lease Summary. If any tenants of the Shopping Center directly pay Taxes, Insurance, or Common Area Maintenance charges to any taxing authority, insurance carrier, utility provider, or service contractor, the square footage of those tenants shall be excluded from the total leasable area of the Shopping Center in computing Tenant's Pro Rata Share of those items which are directly paid to others.

#### 11. PAYMENT OF ADDITIONAL RENT

11.1 Tenant shall pay Landlord, together with Base Rent, a monthly installment of Additional Rent in an amount estimated by Landlord as provided herein, which monthly amount is initially delineated in the Lease Summary as the "Additional Rent Escrow" (plus any applicable sales or use tax). By March 31<sup>st</sup> of each year the Lease is in effect, Landlord shall deliver to Tenant a statement of the actual Additional Rent payable by Tenant for the prior year. Such statement from Landlord shall show the separate elements of Additional Rent: CAM, Taxes, and Insurance. Any further amount of an element of Additional Rent (CAM, Taxes, Insurance) due to Landlord shall be paid by Tenant, without prejudice to any written exception, within thirty (30) days following Landlord's delivery of said statement. In the event the total payment of an element of Additional Rent (CAM, Taxes, Insurance) received by Landlord is greater than the actual amount of the element of Additional Rent due for the same period, Tenant shall receive a credit in the amount of the overpayment against the next required payment of such element of Additional Rent. Should a credit be due Tenant at the termination of this Lease, Landlord shall remit payment to Tenant within thirty (30) days of statement issuance date. Landlord shall have the right to increase Tenant's monthly payment amount for the elements of Additional Rent, effective January 1<sup>st</sup> of each year, based on the budget for the next calendar year. The foregoing to the contrary notwithstanding, the Additional Rent payable by Tenant pursuant to this Section 11.1 with respect to a particular lease year (other than the first lease year) shall not exceed an amount five percent (5%) greater than the amount payable by Tenant pursuant to this Section 11.1 with respect to the immediately preceding lease year.

11.2 Tenant shall have the right to examine Landlord's books and records during normal business hours to verify Landlord's annual statement of actual Additional Rent payable by Tenant within fifteen (15) days following Landlord's issuance of said statement. Following expiration of this inspection period, and absence of Tenant's written exception to any assessed item, Landlord's annual statement of actual Additional Rent shall be considered as final and accepted by Tenant.

#### 12. PRORATION

If the first day of the Lease commences on any day other than the first day of a month, or if this Lease ends on any day other than the last day of a month, any payment due Landlord by reason of any Base Rent, or Additional Rent shall be justly and fairly prorated based upon a 365-day year.

#### 13. APPLICATION OF PAYMENTS FROM TENANT

Landlord shall apply payments from Tenant in the following order: First, toward interest charges accrued against Tenant's account; Second, toward administrative fees, late fees, service charges or legal expenses assessed against Tenant's account; Third, toward Landlord's reimbursable expenses, and then Fourth, toward Base Rent.

#### 14. SECURITY DEPOSIT

Intentionally deleted.

15. CONTRACTUAL SECURITY INTEREST

In addition to any security or lien interest arising out of operation of law or statute, Tenant grants Landlord a valid Security Interest upon all of Tenant's equipment, fixtures, furniture, improvements and any other personal property presently in, or which may hereafter be situated within, the Premises, and all proceeds from sale therefrom. Tenant agrees to execute and deliver to Landlord a Uniform Commercial Code financing statement, or such other form(s) as may be prescribed from time to time by the state in which the Shopping Center is located, to secure Landlord's rights under this section, and if Tenant fails to deliver said document(s), Landlord shall have the right to execute said form(s) as Tenant's attorney-in-fact to the extent such action is allowable under applicable State law.

16. USE OF COMMON AREAS

The use and occupancy by Tenant of the Premises shall include the use in common with others entitled to the use of the common areas, employee parking areas, service roads, loading facilities, sidewalks, and customer parking areas located from time to time within the Shopping Center, together with those common areas of adjoining or neighboring property to which Landlord has been granted similar use and occupancy rights (collectively referred to as the "Common Areas"), provided however, the use of the Common Areas by Tenant shall be subject at all times to the regulations adopted therefor by Landlord.

17. IMPROVEMENTS AND ALTERATIONS OF SHOPPING CENTER BY LANDLORD

Exhibit A sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Shopping Center will be or is exactly as indicated on said diagram. Landlord may increase, reduce or change the number, dimensions or location of the walks, buildings and parking areas in any manner whatsoever Landlord deems proper, and Landlord reserves the right to make alterations or additions to the building in which the Premises are located and to add buildings, walks, parking areas, and additional land to the Shopping Center at any time during the Lease Term provided Landlord does not unreasonably interfere with Tenant's business.

18. COMMON AREA MAINTENANCE ("OPERATING COSTS")

The term "Operating Costs" shall mean the total cost and expenses (excluding Landlord's administrative overhead and costs associated with Landlord's Work or other capital improvements by Landlord) incurred in connection with the management, operation, preventive and corrective maintenance and repair of the Shopping Center, the implementation and costs for which shall be at the sole discretion of Landlord, whether paid to employees of Landlord or parties engaged by Landlord, including without limitation: landscaping, building repairs, line painting, building painting, property maintenance allocations, roof cleaning, snow removal, bumpering and top coating; lighting fixture repair or replacement; electricity; sanitary control; removal of trash, rubbish, garbage and other refuse; rental on machinery or equipment used in such maintenance; the cost of personnel to implement such services (including social security, unemployment and disability insurance); property owner association fees assessed to the Shopping Center; and legal fees. Tenant acknowledges and agrees that Operating Costs shall also include any maintenance expenses incurred by Landlord pursuant to paragraph 6.4 of that certain instrument titled Easements with Covenants and Restrictions Affecting Land recorded at Book 6342, Pages 962-982 of the Guilford County Registry. Tenant shall contract for and pay for its own trash removal.

19. IMPROVEMENTS AND ALTERATIONS OF PREMISES BY TENANT

19.1 Tenant, upon obtaining the written consent of Landlord, which consent may be withheld for any reason, may make improvements or alterations to the Premises as Tenant may from time to time deem necessary or desirable, provided; however, Tenant shall not have the right to make any improvements or alterations that affect the structure, or outward appearance of the Premises or the Shopping Center. Tenant shall submit to Landlord complete plans and specifications for such work at the time Landlord's approval for same is requested. Any improvements or

alterations made to the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities, and shall, upon the expiration or sooner termination of this Lease, become the property of Landlord, provided; however, Landlord may require Tenant, at Tenant's sole cost and expense, to remove any such improvements or alterations and to repair any damages to the Premises caused by such removal. Furthermore, in the event Tenant makes any improvements or alterations to the Premises, Tenant shall cause all of Tenant's construction debris to be removed from the Premises and to be disposed of outside the boundaries of the Shopping Center. The construction of any improvements shall be undertaken and maintained in a neat and orderly condition at all times with construction materials and equipment stored so as to be screened from view to the greatest extent possible.

19.2 The interest of Landlord in the Premises and the Shopping Center is not subject to liens for improvements or alterations made by Tenant. Tenant shall not create, nor permit to be created, nor allow to remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition, or any mechanic's, laborer's or material man's lien which might be, or become a lien, encumbrance or charge upon the Premises or the Shopping Center. Any mechanic's, laborer's or material man's lien shall be discharged in accordance with the following:

If any mechanic's, laborer's or material man's lien shall at any time be filed against the Premises, or the Shopping Center, as a result of any action or work done on behalf of, or contracted for by Tenant, Tenant, within fifteen (15) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by transferring same to security, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord, and all costs, expenses, and fees, including without limitation attorneys' fees incurred by Landlord in connection with any mechanic's, laborer's or material man's lien, whether or not the same has been discharged of record, together with interest thereon at one and one-half percent (1½%) per month from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord upon demand.

19.3 Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord to any contractor, subcontractor, laborer or material man for the performance of any labor, or the furnishing of any materials, for any alteration, addition, improvement or repair to the Premises or the Shopping Center, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services, or the furnishing of any materials that would give rise to the filing of any lien against the Premises or the Shopping Center, nor to subject Landlord's estate in the Premises or the Shopping Center to liability in any way.

## 20. REPAIRS BY LANDLORD

Landlord agrees to keep and maintain in good order and repair the structural components of the roof, and the structural components of the exterior walls of the Premises. Landlord shall not be responsible for maintaining, repairing or replacing any signs, doors, windows and glass, including plate glass of Tenant or any other items which are within or otherwise considered part of the Premises. If any maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission by Tenant, its agents, servants, or employees, or by any acts of third parties, criminal or otherwise, including breaking and entering, Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Tenant shall at once report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this paragraph and Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any liabilities, costs, expenses, and attorneys' fees incurred by Landlord as a result of such failure to properly notify Landlord. Landlord shall not be liable for failure to



make such repairs or to perform any maintenance unless such failure shall persist for a period in excess of sixty (60) days following written notice to Landlord of the need for such repair or maintenance. Except as herein provided regarding casualty loss, there shall be no abatement of rent, and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Premises, or in or to fixtures and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

## 21. REPAIRS BY TENANT

21.1 Tenant shall at all times, and at its own cost and expense, be responsible for the maintenance and repair of all portions of the Premises not maintained by Landlord, including all heating and air-conditioning equipment after the first twelve (12) months of this Lease and only that equipment exclusively serving the Premises (including compressors, fans and ventilation ducts), and the water, sewer, electrical and fire sprinkler systems specifically serving the Premises, as well as all signs, doors, windows and glass, including plate glass, of Tenant or which are within or otherwise considered part of the Premises. To the extent any contractor warranties on said equipment or system are in effect at the time of Tenant's occupancy and use of the Premises, Landlord shall assign or otherwise make available to Tenant, to such extent permitted, said warranties for Tenant's use. In the event the equipment or building contractor's warranty on any of the referenced equipment or system has expired, Landlord shall be responsible for the repair and maintenance of this item during Tenant's first ninety (90) day occupancy period of the Premises. The foregoing to the contrary notwithstanding, for a period of twelve (12) months from the date Tenant opens for business, Landlord shall be solely responsible for any repairs to the heating and air-conditioning equipment serving the Premises.

21.2 The HVAC equipment exclusively serving the Premises shall be maintained by Tenant and shall be inspected and serviced by a qualified, licensed contractor on a quarterly basis. The quarterly inspections and service must occur no later than March 31, June 30, September 30, and December 31 of each year. Within ten (10) days of each quarterly inspection and service date, Tenant must provide to Landlord a report from the contractor performing such inspection and service. If the Commencement Date is less than sixty (60) days from the next scheduled quarterly inspection and service date, Tenant shall be permitted to skip such inspection and service and begin on the following date. If Tenant fails to have the quarterly inspection and service performed in accordance with this section or fails to provide the required report to Landlord, Landlord may have the inspection and service performed and bill Tenant for the cost thereof plus a fifteen percent (15%) administrative cost, which Tenant agrees to pay within ten (10) days of receipt of Landlord's invoice.

21.3 Tenant shall return the Premises to Landlord at the termination of this Lease in as good condition and repair as when first received, reasonable wear and tear excepted. Following the termination of this Lease, and prior to return of Tenant's Security Deposit, Tenant shall furnish Landlord with an inspection report from an HVAC maintenance company acceptable to Landlord that states the Premise's heating, ventilation and air conditioning system(s) are operating properly and have not suffered from neglect. Failure by Tenant to provide Landlord with an HVAC inspection report, or for the report to state that the Premise's heating, ventilation and air conditioning systems have been damaged as a result of neglect, shall result in Landlord applying part or all of Tenant's security deposit to obtain the inspection report or repair or replace any damaged equipment. All damage or injury to the Shopping Center, Premises, or the Common Areas caused by the act or negligence of Tenant, its agents, employees, or licensees shall be promptly repaired by Tenant at its sole cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof as Additional Rent.

## 22. RUBBISH REMOVAL

Tenant shall keep the Premises clean, both inside and outside, and will remove all refuse from the Premises in accordance with rules and regulations established by Landlord for same. Tenant shall not burn any materials or rubbish of any description upon the Premises or Common Areas.

23. SIDEWALKS

Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Tenant shall not place, nor cause to be placed, any merchandise, signs, vending machines or anything else on the sidewalk or exterior of the Premises without the prior written consent of Landlord.

24. UTILITIES

Tenant shall pay the cost of water and sewer, gas, electricity, fuel, light, heat, power, telephone, cable, and all other utilities furnished to the Premises or the Shopping Center and used by Tenant whether such utility costs are determined by separate metering or are billed by Landlord. Tenant shall not install any equipment nor use the Premises in any manner that will exceed or overload the capacity of any utility facility. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, and such cost shall be at Tenant's expense and in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of the Premises results in an increase to Landlord of any utility expense, or connection or user fees, or charges for increased usage or capacity, or additional assessment(s) of any kind whatsoever, Tenant shall pay the entire amount thereof within thirty (30) days of Landlord's written statement for same. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises.

25. PERSONAL PROPERTY AND LEASEHOLD IMPROVEMENT TAXES

Tenant shall pay all real property taxes separately assessed against any permanently constructed improvements to the Premises made by Tenant, and all personal property taxes assessed against or levied upon Tenant's fixtures, signs, furnishings, equipment, and all other personal property of any kind owned by Tenant and used in connection with the Premises.

26. LIABILITY INSURANCE

Tenant shall carry at its own expense Commercial General Liability Insurance (1986 ISO Form or its equivalent) with combined single limits of not less than \$1,000,000 with insurance companies permitted to transact business within the state upon which the Shopping Center is located and holding a current Best's Rating of not less than B+6, insuring Landlord and Tenant as additional insured, and upon written request by Landlord also insuring any holder of a first mortgage lien encumbering the Premises, against any liability arising out of the ownership, use, occupancy or maintenance of the Premises, including a loss of rental income rider, and Tenant shall also maintain such Workmen's Compensation coverage in full force and effect as may be required by state statute. The insurance policy or policies shall contain provisions prohibiting the modification, non-renewal, or cancellation of insurance without at least thirty (30) days prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord by the earlier of Tenant's occupancy of the Premises, or commencement of any construction improvements thereto, and then annually thereafter. The limit of any such insurance shall not limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy provided said insurance shall have a Landlord's protective liability endorsement attached thereto. The failure of Tenant to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Landlord, shall be a material Default under this Lease.

27. PERSONAL PROPERTY INSURANCE

Tenant shall be solely responsible for securing and maintaining the equivalent of ISO Special Form Property Insurance for the replacement cost of Tenant's stock, trade fixtures, equipment or other personal property located in the Premises and Landlord shall not have any obligation to repair or replace same. Landlord shall be an additional insured on each insurance policy covering Tenant's personal property, and a certificate of insurance shall be provided to Landlord on or before the commencement of this Lease and then annually thereafter. Said insurance

coverage shall not be canceled, non-renewed, or materially reduced without at least thirty (30) days written notice to Landlord.

28. SUBROGATION

So long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other to the extent of losses covered by property insurance. Each party shall apply to their insurers to obtain said waivers and each party shall obtain any special endorsements if required by their insurer to evidence compliance with the waiver.

29. LIMITED LIABILITY

Neither Landlord, nor its agents, shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises, or Shopping Center, or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other place resulting from dampness, or any other cause whatsoever, unless directly caused by the gross negligence or willful misconduct of Landlord. Landlord shall not be liable for interference with the light, air or any latent defect in the Premises, and Landlord shall not be liable for any damage caused by other tenants of the Shopping Center, or persons in or about the Premises or the Shopping Center, occupants of adjacent property, or the public, or caused from the construction of any private or public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to same, unless such damage shall be directly caused by the willful act or gross negligence of Landlord. Tenant acknowledges that the police and law enforcement security protection provided by law enforcement agencies for the Premises is limited to that provided to other local businesses or enterprises, and any special security measures deemed necessary for additional protection of the Premises shall be the responsibility and expense of Tenant. Tenant agrees to look solely to Landlord's estate and property in the Shopping Center, or to the proceeds thereof, for the satisfaction of Tenant's remedies for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's claims.

30. INDEMNIFICATION

Tenant shall fully indemnify, defend and hold Landlord harmless against and from any and all claims, causes of action, liabilities (including, without limitation, liability for injury or death to any person or damage to any property), damages, costs and expenses (including, without limitation, attorneys' fees) asserted against or incurred by Landlord in any way arising from (i) the use of the Premises or from the conduct of Tenant's business, or from any activity or work done, permitted or suffered in or about the Premises, and/or (ii) any default by Tenant, except, in each case, to the proportionate extent directly caused by Landlord's gross negligence or willful misconduct. Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises.

31. DAMAGE OR DESTRUCTION

If the Premises are damaged by an insured casualty and insurance proceeds have been made available to Landlord, said damage shall be repaired by Landlord, to the extent of such available insurance proceeds, provided such repairs can be made within ninety (90) days after the occurrence of the casualty and without the payment for overtime or other premiums. Until such repairs are completed, Base Rent and Additional Rent shall be abated in proportion to that part of the Premises unusable by Tenant. Landlord shall have no obligation to restore, rebuild, or replace Tenant's personal property and trade fixtures and Landlord shall not be liable for any damage to, or any inconvenience or interruption of, the business of Tenant or Tenant's agents occasioned by any casualty to the Premises. If the damage is due to the fault or neglect of Tenant, or its employees, contractors, or agents, there shall be no abatement of Base Rent or Additional Rent. Should the Premises be damaged as a result of any cause not covered by insurance, or if the insurance proceeds have not been made available to Landlord, or if repairs cannot be completed within ninety (90) days following the casualty date, or if the Lease is scheduled to expire within two (2)

years of the date the casualty event occurred, excluding any existing but unexercised Lease renewal option(s), Landlord shall have the option to: (1) repair the damage, this Lease continuing in effect, but Base Rent and Additional Rent to be abated as provided above until such repairs are completed; or, (2) terminate this Lease effective as of the casualty date, such written notice of election to be made by Landlord within sixty (60) days of the casualty date.

### 32. CONDEMNATION

If the Premises or more than thirty percent (30%) of the total Shopping Center shall be taken under power of eminent domain, condemnation or similar government sponsored taking of property, this Lease shall automatically terminate as of the date of such taking. Tenant hereby assigns to Landlord any award which may be made in such taking, provided; however, nothing contained herein shall be deemed to give Landlord any interest in, nor require Tenant to assign to Landlord, any award made to Tenant for the taking of Tenant's personal property and fixtures, nor for the interruption of, or damage to, Tenant's business.

### 33. ASSIGNMENT AND SUBLETTING

33.1 Except as provided in this Section 33 to the contrary, Tenant shall not voluntarily or by operation of law or otherwise, assign, transfer, mortgage or otherwise encumber all or part of Tenant's interest in this Lease or in the Premises or sublet the whole or any part of the Premises without first obtaining in each and every instance the prior written consent of Landlord, such consent not to be unreasonably withheld. In the event that Tenant shall desire to assign this Lease or sublet the Premises, in whole or in part:

(i) Tenant shall give Landlord at least thirty (30) days prior written notice of its desire to assign or sublet; Tenant shall promptly furnish Landlord all information reasonably requested by Landlord relating to the assignment or sublease and the proposed assignee or subtenant; neither the reputation, experience, net worth, financial condition, nor liquidity of any proposed assignee or subtenant shall be less than that of assignor or sublessor; and the proposed assignee or subtenant shall, from and after the effective date of such assignment or sublease, conduct in the Premises the Permitted Use and not otherwise.

(ii) As a condition of and prior to Landlord's said consent, Tenant shall deliver to Landlord:

(a) payment of the Assignment Request Fee described below in Section 33.8; and

(b) a counterpart executed copy of the proposed assignment, which shall include an assumption by the assignee, from and after the effective date of such assignment, of the performance and observance of the covenants and conditions in this Lease on the Tenant's part to be kept, performed and observed; or

(c) if a sublease is involved, a counterpart executed copy of the proposed sublease, which sublease shall specify that the Premises to be sublet shall be used solely for the conduct of the Permitted Use and not otherwise, that such sublease shall not be assigned, nor the Premises further sublet, nor such Permitted Use changed, without the prior written consent of the Landlord.

33.2 The consent by Landlord to any assignment or subletting in any one or more instances shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Receipt by Landlord of rentals due hereunder from any party other than the Tenant named herein shall not be deemed to act as a consent to any such assignment or subletting, nor relieve Tenant of its obligation to pay the Base Rental and other charges for the full Lease Term.

33.3 In the event Tenant is a corporation and subsidiary of another corporation, it may assign this Lease to, or merge with, its parent corporation, and such assignment or merger shall not constitute a prohibited assignment hereunder. If Tenant is not a public corporation, any other merger, or any dissolution, consolidation or other

reorganization of Tenant, or the sale or other transfer (except as the result of death) of more than thirty percent (30%) of the controlling interests or stock of Tenant or thirty percent (30%) of its voting interests or stock shall constitute an assignment of this Lease for all purposes of this Section 33, and is prohibited without the aforementioned prior written consent of Landlord. Tenant reserves the right to become a public corporation at any time during the term of this Lease, and doing so shall not constitute a prohibited assignment hereunder.

33.4 In the event Landlord consents to any transfer of Tenant's interest in this Lease, or if Landlord's consent be not required, then the term "Tenant" shall thereafter be deemed to also include, without further reference, the party to whom such interest is transferred, which is, for example, but without limiting the generality thereof, any subtenant, assignee, concessionaire or licensee. Notwithstanding any assignment or sublease permitted hereby or consented to by Landlord, Tenant and any Guarantor(s) of this Lease shall remain fully liable under, and shall not be released from performing any of the terms of, this Lease.

33.5 Any concession or license granted for more than ten percent (10%) of the sales area of the Premises shall be considered a sublease for the purposes of this Lease.

33.6 In the event Tenant shall give Landlord notice of a desire to assign this Lease, or to sublet fifty percent (50%) or more of the Premises, Landlord shall be entitled to cancel this Lease on at least thirty (30) days' prior written notice thereof, and, in the event Landlord exercises its right to cancel this Lease as herein provided, this Lease shall come to an end on the date in such notice specified with the same force and effect as if such date were the date herein specified for the termination hereof, and the Base Rent, Percentage Rent, Additional Rent, and other monies owed to Landlord pursuant to the terms of this Lease shall be apportioned and adjusted as of the effective date of such cancellation. In the event Landlord exercises the aforementioned right to cancel this Lease in the event of an assignment or sublet of over fifty percent (50%) of the Premises, Tenant shall be entitled to vitiate such right to cancel by notifying Landlord in writing within ten (10) days after receiving Landlord's notice that Tenant is withdrawing such assignment or sublease.

33.7 Whenever Tenant shall claim, under this Section 33 or any other part of this Lease, that Landlord has unreasonably withheld or delayed its consent to some request of Tenant, Tenant shall have no claim for damages by reason of such alleged withholding or delay, and Tenant's sole remedies therefor shall be to obtain specific performance, but in any event without recovery of damages.

33.8 At the time Tenant submits the above-referenced documentation, Tenant agrees to pay Landlord One Thousand and 00/100 Dollars (\$1,000.00) (the "Assignment Request Fee"). The Assignment Request Fee shall be considered reimbursement to Landlord for costs and expenses incurred in conjunction with the processing and documentation of each and every such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership, or hypothecation of this Lease or Tenant's interest in and to the Premises. The Assignment Request Fee shall be non-refundable, regardless of whether Tenant's request is approved or disapproved. Notwithstanding the foregoing sentence, in the event that Tenant vitiates Landlord's right to cancel pursuant to Section 33.6 above, Landlord shall return the Assignment Request Fee, minus a \$250.00 processing fee, to Tenant.

#### 34. SUBORDINATION

This Lease is subject and subordinate to any and all mortgages, deeds of trust, protective land covenants, or Leasehold estates pursuant to a ground Lease (herein collectively referred to as "Title Interests") now existing, or which may hereafter be executed, covering the Premises or the real property of which the same are a part, and to all advances made or hereafter to be made upon the security thereof. This provision shall be self-operative and no further instrument of subordination need be required by any mortgagee or ground lease landlord. Furthermore, Tenant agrees to execute, acknowledge, and deliver upon request any and all documents or instruments requested by Landlord to evidence the subordination of this Lease to any Title Interests; provided, however, the rights of Tenant shall continue in full force and effect so long as Tenant is not in Default hereunder, and further provided the holder of any Title Interests shall not be liable for any accrued obligation of Landlord, nor for any act or omission of Landlord, nor subject to any offsets or counterclaims which may have accrued to Tenant against Landlord prior to the date upon which such holder becomes the owner of the Premises. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Premises at any sale or other proceeding, as if such

person, entity, firm or corporation had been named as landlord herein. Within ten (10) days of Landlord's request, and without further consideration, Tenant agrees to execute, acknowledge, and deliver in recordable form to any existing or proposed holder of Title Interests, or to Landlord, a subordination agreement and/or an attornment agreement and/or a certificate certifying the following, if such be the case: (a) this Lease is in full force and effect and there are no defenses or offsets thereto, or if Tenant claims any defenses or offsets, stating those claimed by Tenant; (b) Tenant has accepted possession of the Premises as of the date of such certificate; and (c) Tenant agrees to notify all Title Interests of any Default by Landlord hereunder. Tenant's failure to deliver such statement within ten (10) days after Landlord's written request therefor shall be conclusive that this Lease is in full force and effect without modification except as may be represented and warranted by Landlord.

### 35. DEFAULT

The occurrence of any of the following shall constitute an event of default ("Default") by Tenant hereunder:

1. The Base Rent, Percentage Rent, Additional Rent or any other sum of money payable under this Lease is not paid when due, and such failure of payment shall continue for more than three (3) days subsequent to the date of written notice of non-payment from Landlord, provided; however, Landlord shall not be obligated to provide such notice and opportunity to cure on more than two (2) occasions in any calendar year period during the Lease Term, and that the third (3<sup>rd</sup>), or any subsequent occasion of such failure during any such calendar year period, shall constitute a Default upon which event Landlord may terminate this Lease upon thirty (30) days written notice. No Right to receive notice or cure period in favor of Tenant shall effect Tenant's obligation to pay late fees or interest hereunder for having failed to make timely payment of a monetary obligation;
2. The Premises are, without Landlord's prior written consent, vacated or not used as regularly or consistently as would normally be expected for said use stipulated within the Lease Summary, even though Tenant continues to pay the required monthly rent, for any continuous period in excess of five (5) business days or in the aggregate in excess of twelve (12) business days during any continuous twelve-month period during the Lease Term;
3. The Premises shall be deserted or abandoned;
4. Tenant's interest in the Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding, and such order or decree shall not have been vacated within fifteen (15) days of entry thereof;
5. Tenant breaches or fails to comply with any of the Rules and Regulations set forth herein, as the same may hereafter be amended from time to time, and such breach or failure shall continue for more than five (5) days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord;
6. Tenant breaches or fails to comply with any other term, provision, condition or covenant of this Lease, and such breach or failure shall continue for more than twenty (20) days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord;
7. Tenant, if a corporation, joint venture, partnership, limited liability company, limited partnership or trust, without Landlord's prior written consent and the written assumption of this Lease by another party approved by Landlord, such approval not to be unreasonably withheld, is dissolved or its entity status otherwise changed or terminated;
8. If Tenant is a joint venture, trust, general partnership, limited partnership or limited liability company, there shall be instituted by or against any one or more general partners, trustees or managers of Tenant, without final dismissal thereof within thirty (30) days of the date of institution, of any proceeding under state insolvency laws or of any proceeding under the United State Bankruptcy Code; or,

9. If there are one or more guarantors of all or any part of Tenant's obligations under this Lease, there shall be instituted by or against any one or more of such guarantors, without final dismissal thereof within thirty (30) days of the date of institution, of any proceeding under the state insolvency laws or of any proceeding under the United States Bankruptcy Code.

### 36. RIGHTS AND REMEDIES

36.1 Upon the occurrence of a Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord at law, or in equity, or by this Lease.

(i) Landlord, with or without terminating this Lease, may immediately or at any time thereafter, reenter the Premises and perform, correct, or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation under this Lease, or of the Rules and Regulations now in effect or hereafter adopted, and Tenant shall fully reimburse and compensate Landlord on demand for all costs and expenses incurred by Landlord in such performance, correction or repairing, including accrued interest as follows: All sums so expended to cure a Default shall accrue interest from the date of demand until the date of payment at a rate of interest which shall be the lower of (a) a per annum rate equal to the Prime Rate charged by Bank of America, plus two percent (2%), or (b) sixteen percent (16%) per annum, but in no event at a rate higher than that permitted by applicable law.

(ii) Landlord, with or without terminating this Lease, may immediately, or at any time thereafter, demand in writing that Tenant vacate the Premises and thereupon, Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant, within ten (10) days of written receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant, and shall not of itself constitute a termination of this Lease by Landlord.

(iii) Landlord, with or without terminating this Lease, may immediately or at any time thereafter, reenter the Premises and remove therefrom, Tenant and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant. Any such reentry and removal by Landlord shall not of itself constitute an acceptance of a surrender of this Lease or of the Premises by Tenant, and shall not of itself constitute a termination of this Lease by Landlord.

(iv) Landlord, with or without terminating this Lease, may immediately or at any time thereafter, relet the Premises, or any part thereof, for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees, and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay Base Rent, Additional Rent, and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of the Lease the difference, if any, between rent and other charges collected from any such subsequent tenant or tenants and the Base Rent, Additional Rent, and other charges reserved in this Lease, provided; however, Tenant shall not be entitled to receive any excess of such rents collected over the rents reserved herein.

(v) Landlord may immediately, or at any time thereafter, terminate this Lease and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination from Landlord. Upon such termination, Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including without limitation, unamortized sums expended by Landlord for construction of Tenant's improvements, all arrearages in rentals, costs, charges, additional rentals and

reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, the cost of any alteration of, or repair to, the Premises which is necessary or proper to prepare the same for reletting and, in addition thereto, Landlord at its election shall have the right to recover as damages from Tenant either (1) an amount equal to the excess, if any, of the total amount of all Base Rent, Additional Rent, and other charges to be paid by Tenant for the remainder of the Lease Term, discounted to present value using a discount rate equal to Bank of America Prime Rate over the then reasonable rental value of the Premises for the remainder of the Lease Term; or (2) the Base Rent, Additional Rent, and other charges which Landlord would be entitled to receive from Tenant pursuant to the provisions of clause (iv) of this subsection (b) above if the Lease were not terminated.

(vi) Landlord shall also have the right to exercise all remedies granted a "Secured Party" under the Uniform Commercial Code statutes applicable in the State in which the Shopping Center is located. Landlord shall have a lien upon all goods, chattels or personal property of any description belonging to Tenant which are placed in or become a part of the Premises as security for the performance by Tenant of its obligations under this Lease, which lien shall not be in lieu of, or in any way affect, any statutory landlord's lien given by law, but shall be cumulative thereto; and Tenant hereby grants to Landlord a security interest in all such property placed in the Premises. In the event Landlord exercises its option to terminate this Lease, or to reenter and relet the Premises as provided herein, Landlord may, at its further option, take possession of all of Tenant's property on the Premises and sell the same at public or private sale after giving Tenant reasonable notice of the time and place of any public sale, or of the time after which any private sale is to be made, for cash or on credit, or upon such prices or terms as Landlord deems best, with or without having the property being present at such sale. In addition, Landlord may, at its option, foreclose this lien in the manner and form provided for by the foreclosure of a security instrument, or in any other manner permitted by law. The proceeds of any such foreclosure or sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, including reasonable attorneys' fees, then to the payment of any Base Rent, Additional Rent, or other sums due, or to become due under this Lease, with the balance then remaining, if any, to be paid to Tenant. Tenant shall, at the request of Landlord, execute and deliver such additional documents as may be requested by Landlord, including a Uniform Commercial Code Financing Statement(s), to perfect this security interest of Landlord.

36.2 In the event Landlord institutes dispossession proceedings or dispossesses or evicts Tenant by summary proceedings or otherwise, Tenant shall continue to remain liable for Base Rent, Additional Rent, and all other charges under the Lease for the remainder of the Lease Term. Tenant acknowledges that the foregoing provision may be in derogation of the common law, but Tenant further acknowledges and confirms that it is the intent of the parties hereto to allow Landlord to collect future Base Rent, Additional Rent and other charges in derogation of the common law.

36.3 In the event Landlord reenters the Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such reentry or Lease termination by Landlord. Tenant shall, and does hereby agree to, indemnify and hold Landlord harmless from any loss, costs (including court costs and attorneys' fees) or damages suffered by Landlord by reason of such reentry or Lease termination. No such reentry or Lease termination shall be considered or construed to be a forcible entry.

36.4 No course of dealing between Landlord and Tenant, or any failure or delay on the part of Landlord in exercising any rights of Landlord under this Section, or under any other provisions of this Lease, shall operate as a waiver of any rights of Landlord hereunder, or under any other provisions of this Lease, nor shall any waiver of a Default on one occasion operate as a waiver of any subsequent Default, or of any other Default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one shall only be for the time and in the manner so specifically stated.

36.5 The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and are in addition to any other rights provided for or allowed by law or in equity.



37.     INSOLVENCY OR BANKRUPTCY

The making by Tenant of an assignment for the benefit of its creditors, the appointment under state law of a receiver to take possession of all or substantially all of Tenant's assets, or the voluntary or involuntary involvement of Tenant as a principal in a state law insolvency or reorganization proceeding may, at the option of Landlord, be deemed and declared a Default by Tenant hereunder. Tenant covenants and agrees to promptly notify Landlord in writing of (i) the occurrence of any of the events described in the preceding sentence or any event similar thereto, and (ii) the institution by or against Tenant of any proceeding under the United States Bankruptcy Code, which notice shall include a copy of the petition filed to initiate such proceeding.

38.     WAIVER OF JURY

If, and to the extent, allowed by applicable law, Landlord and Tenant hereby mutually, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any and all civil action commenced by either party in connection with this Lease. If there are any facts or allegations that need to be tried in a court of law, every position of said trial will be before a court without a jury.

39.     ACCESS BY LANDLORD

Landlord, and its agents, shall have the right to enter the Premises at all reasonable times for the purpose of examining, inspecting, or showing the Premises to prospective purchasers of the Shopping Center and/or tenants of the Premises, and to make such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable. Nothing herein contained however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises, or the Shopping Center, except as otherwise herein specifically provided. During the final three (3) months of the Lease Term, Landlord shall have the right to place upon the Premises the usual notices indicating the Premises to be available for Lease and Tenant shall not interfere with such notices. Landlord may enter the Premises whenever necessary in the event of an emergency. Tenant shall not change the locks on any entrance to the Premises or install additional locks without Landlord's prior written consent, which consent shall be in Landlord's reasonable discretion. Upon Tenant's written request to Landlord, and at Tenant's sole cost and expense, Landlord will make a change of locks on behalf of Tenant.

40.     SALE BY LANDLORD

In the event Landlord transfers its ownership interest in the Shopping Center, Landlord shall be released of all Lease obligations and liabilities which occur after the date of such transfer. Any Security Deposit or other funds controlled by Landlord in which Tenant has an interest therein shall be delivered to the new landlord at the time of ownership conveyance, it being understood and acknowledged by the parties that the covenants and obligations contained in this Lease on the part of Landlord are to be binding only during each landlord's respective period of ownership interest in the Shopping Center.

41.     SURRENDER OF PREMISES

Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in as good a condition and repair as reasonable and proper ("Good Condition"), and if not then in Default, Tenant shall, except as provided otherwise within this Lease, have, for a period of fifteen (15) days following the expiration or termination of this Lease, the right to enter the Premises and remove its equipment, furniture, trade fixtures or other personal property placed on the Premises and de-identify the Premises so that it does not have the appearance of a Pizza Hut Restaurant; provided, however, that Tenant shall repair any damage to the Premises or the Shopping Center caused by such removal and de-identification, and shall leave the Premises in Good Condition upon completion of such removal and de-identification. Any liability of Tenant hereunder shall survive the expiration or termination of this Lease. If Tenant fails to remove any personal property within three (3) days of Landlord's notice to remove same, all such property shall then be deemed abandoned by Tenant and shall thereafter

become the property of Landlord, and Tenant shall reimburse Landlord for all costs associated with the removal and disposition of such abandoned property.

#### 42. RELOCATION OF PREMISES

Landlord shall be permitted to relocate Tenant's Premises to other comparably sized space within the Shopping Center. This relocation privilege is granted by Tenant in order to allow Landlord optimum flexibility in its efforts to secure lease agreements with other retail and service merchants deemed desirable by Landlord for the Shopping Center and this grant shall remain in effect throughout the Lease Term and any extensions thereof.

Should Tenant be relocated within the Shopping Center, all of the terms and conditions of the Lease shall remain in effect, excepting however, that Base Rent and Additional Rent shall be proportionately adjusted to reflect any change to the square footage of the new Premises.

#### 43. NOTICES

Any notice required to be given hereunder, including copies thereof which are to be concurrently transmitted to such parties as Landlord or Tenant may designate from time to time, shall be in writing, and may be given by personal delivery, or by mail, and when properly forwarded by mail, shall be deemed sufficiently given three (3) days following the date transmitted by registered or certified mail, postage prepaid, return receipt requested. Unless or until Landlord or Tenant advises in writing to the contrary, the address of Tenant and Landlord for notice purposes herein are as set forth in the Lease Summary.

#### 44. INABILITY TO PERFORM

This Lease, and the obligations of Tenant hereunder, shall not be impaired because Landlord is unable to fulfill any of its obligations hereunder, or is delayed in doing so if such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, energy shortages, acts of God, or by any other causes beyond the control of Landlord. If, due to any reason set forth in this Section 44, Landlord is unable to give possession of the Premises to Tenant within one (1) year from the Effective Date, or within one (1) year following an insured casualty to the Premises, this Lease shall automatically terminate and Landlord, by reason thereof, shall not be subject to any liability therefore except Landlord shall return to Tenant the Security Deposit and any pre-paid rent which Landlord has received from Tenant.

#### 45. ADVERTISING AND PROMOTIONAL FUND

If a majority of tenants, based on the number of tenants within the Shopping Center, shall so consent toward at anytime during the Lease Term, Tenant agrees to participate within and pay a minimum annual contribution, in equal monthly installments of five cents (\$.05) per square foot of the Premises, or such other sum as the majority of Tenants shall so determine, toward an Advertising and Promotional Fund for the Shopping Center. Landlord shall administer the Advertising and Promotional Fund at all times, and shall also contribute an amount equal to twenty-five percent (25%) of all monies collected for this purpose.

#### 46. RULES AND REGULATIONS

Landlord reserves the right to promulgate, and amend from time to time, Rules and Regulations that shall apply to the Shopping Center, and Tenant hereby agrees to comply with, the Rules and Regulations for the Premises, Shopping Center, and Common Areas, including but not limited to the following:

(a) Tenant shall continuously keep the Premises occupied and open for business during the hours specified within Paragraph 46(i) herein.

(b) Tenant shall load and unload goods only at such times and in such areas and through such entrances as may be designated for such purposes by Landlord. Trailers, trucks, or other vehicles shall not be permitted to remain parked overnight in any area of the Shopping Center.

(c) Tenant shall keep all garbage and refuse and to place same outside of the Premises prepared for collection in a manner and at times specified by Landlord.

(d) Tenant shall keep the outside areas immediately adjoining the Premises clean, and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.

(e) Tenant shall keep the Premises clean, orderly, sanitary and free from objectionable odors, and insects, vermin and other pests.

(f) Tenant shall not distribute any handbills or other advertising matter on or about any part of the Shopping Center outside of the Premises.

(g) Tenant shall not use or operate any machinery that, in Landlord's opinion, is harmful or disturbing to other tenants in the Shopping Center, nor shall Tenant use any loud speakers, televisions, phonographs, radios or other devices in a manner so as to be heard outside of the Premises, nor display merchandise on the exterior of the Premises for sale or promotional purposes.

(h) Tenant shall not conduct any auction, fire, bankruptcy or going out of business sale on or about the Premises.

(i) Tenant shall keep its display window(s) in the Premises dressed and illuminated, and its signs and exterior lights properly operating, every day during the Lease Term from dusk to 9:00 p.m. excluding Sundays and holidays. Tenant agrees that its store shall be opened for business during the minimum period of 10:00 a.m. to 6:00 p.m., Monday through Thursday, and 10:00 a.m. to 9:00 p.m., Friday and Saturday, and 12:00 p.m. to 6:00 p.m., Sunday, (excluding holidays) or during such other hours as may be determined by Landlord. In the event Tenant fails to maintain store operating hours in accordance with this paragraph, Tenant agrees to pay, as Additional Rent, \$100.00 per day until Tenant's operating hours are in accordance with the provisions of this paragraph.

(j) Tenant, and its employees, shall park their vehicles only in areas designated by Landlord. Landlord reserves the right to assess Tenant a charge of ten dollars (\$10) per day, or any part thereof, when Tenant, or Tenant's employees, use parking spaces not designated by Landlord. All vehicles owned or used by Tenant, or Tenant's employees, must be currently licensed and operable, with no flat tires, and be capable of being started by internal battery capacity, and movable by the vehicle's own engine and drive train. Vehicles not conforming to the aforesaid requirements, and any vehicles parked with a "For Sale" or similar sign, may be removed by Landlord, without notice, with the cost of such removal to be paid by Tenant. Any signage displayed on operable vehicles is restricted to a size which does not require the issuance of a permit by government authorities for use.

(k) Landlord shall not be liable to Tenant for any violation of the rules and regulations, or for the breach of any covenant or condition by any other Tenant's in the Shopping Center.

#### 47. ATTORNEYS' FEES

Tenant shall be liable for, and shall pay the expense of, Landlord's attorneys' fees for any legal matter, dispute, action or proceeding commenced by Landlord to enforce Tenant's obligations under this Lease. If either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify and hold harmless the other party against all costs and expenses, including reasonable attorneys' fees incurred in connection therewith. "Attorneys' fees", as referred to in this Lease, shall include fees incurred by Landlord after an occurrence of a monetary or non-monetary Default, or after the recognition of an issue by Landlord deemed significant enough, in the exclusive judgment of Landlord, to warrant the taking of legal action, whether or not such action is commenced, that seeks any type of relief or declaratory judgment, which shall include

fees and expenses of its attorneys for all legal services, negotiation services and collection services through trial and appeal.

48. LATE PAYMENTS

Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at one and one-half percent (1½%) per month from the due date until paid.

49. TIME OF ESSENCE

Time is of the essence with respect to the performance of each parties' covenants of this Lease, and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

50. HOLDING OVER

Should Tenant continue occupancy of the Premises after expiration of this Lease with the consent of Landlord, but without any written agreement between the parties, Tenant shall become a tenant from month to month upon each and all of the terms herein but in no event shall any such holding over constitute a renewal or extension of this Lease. During such holding over, Tenant shall pay, at Landlord's sole discretion, Base Rent at twice the monthly Base Rent amount which was payable by Tenant immediately prior to the hold over occurrence.

51. PARTIAL INVALIDITY

Any provision of this Lease which shall be held to be invalid, void or illegal shall in no way effect, impair or invalidate any other provision hereof, and the remainder of this Lease shall continue in full force.

52. BROKER DISCLAIMER

Tenant represents and warrants to Landlord that (except with respect to the broker or brokers identified in the Lease Summary as the Transaction Broker(s) (if applicable) (the "Transaction Broker(s)")) no broker, agent, commission salesperson or other person has represented Tenant in the negotiations for, and procurement of, this Lease and of the Premises and that (except with respect to the Transaction Broker(s)), no real estate-related commission, fees or compensation of any kind are due and payable in connection herewith to any other person or entity. Tenant agrees to indemnify and hold Landlord harmless from all loss, cost and damage (including reasonable attorneys' fees and court costs) suffered or incurred by Landlord as a result of a breach of this representation and warranty by Tenant. Landlord and Tenant each represent and disclose to the other that Tenant's Transaction Broker(s), as identified in the Lease Summary, has represented Tenant, and Landlord's representative named in the Lease Summary ("Landlord's Representative") has represented Landlord, in the negotiation of this Lease. The commissions or other compensation due and payable to Tenant's Transaction Brokers and to Landlord's Representative by reason of this Lease shall be paid as set forth by separate written agreement(s).

53. WAIVER

53.1 Landlord's approval of any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's approval again of any subsequent act by Tenant that requires Landlord's approval.

53.2 Landlord may, at its option, accept partial payments of Base Rent or Additional Rent without waiving any rights in connection with the existence of any monetary or non-monetary Default under this Lease, which Default shall continue unaffected by the receipt of any such partial payment.

54. [INTENTIONALLY DELETED]

55. SUCCESSORS AND ASSIGNS

Except as otherwise provided for within this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the respective representatives, successors, and permitted assigns of Landlord and Tenant.

56. HEADINGS; INTERPRETATION

The paragraph and section headings contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, and the neuter shall include the masculine and feminine genders.

57. NO ESTATE BY TENANT

This Lease shall only create a relationship of landlord and tenant between Landlord and Tenant. Tenant has only a right of use for the Premises, not subject to levy or sale, and not assignable by Tenant except as expressly provided herein.

58. ENTIRE AGREEMENT

Tenant acknowledges it has read this entire Lease and that Tenant understands and agrees to all of the terms and conditions contained herein. Landlord makes no representations as to the period or periods that any other stores within the Shopping Center shall be open for business, and this Lease shall not be effected by the closing of any such stores or businesses. Landlord and Tenant further acknowledge that the preparation of this Lease has been a joint effort of each party and the resulting document shall not, as a matter of judicial construction, be construed more severely against one party over the other. This Lease, and any attached Exhibits and Addenda, constitute the entire agreement between Landlord and Tenant and no prior agreement or understanding shall be effective. No provision of this Lease may be amended except by written agreement signed by Landlord and Tenant.

59. GOVERNING LAW

This Lease shall be construed, interpreted and governed by and in accordance with the laws of the State where the Shopping Center is located. Any legal proceedings with respect to this Lease shall be instituted in the county and in the State where the Shopping Center is located, and Tenant hereby submits itself to the jurisdiction of said court.

60. HAZARDOUS SUBSTANCES

60.1 The term "Hazardous Substances" as used in this Lease shall include, without limitation: flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

60.2 Tenant shall not cause nor permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises arising from Tenant's use or occupancy therein, nor shall Tenant cause or permit the use, generation, release, manufacture, refinement, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion.

60.3 Tenant shall indemnify, defend and hold Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith, including attorneys' and consultants' fees, arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to comply with or satisfy government required action on the matter.

60.4 It shall be within Landlord's sole discretion whether to join and/or participate in any association, organization, program, and/or fund set up, funded, mandated, and/or sponsored by any local, state or federal authority or program in connection with the prevention, clean up and/or remediation of contamination as a result of the release, discharge or presence of Hazardous Substances in or on the Premises or the Shopping Center. In the event Landlord elects to join and/or participate in any such association, organization, program, and/or fund, or in the event Landlord elects to join or support Tenant in its participation in any such association, organization, program, and/or fund, Tenant agrees that it shall pay to Landlord as Additional Rent hereunder any and all costs associated with Landlord's such participation. In the event Landlord's participation benefits or is on behalf of other tenants of the Shopping Center in addition to Tenant, Tenant shall be responsible for paying Landlord its pro rata share of its costs based on the total number of tenants benefited by Landlord's such participation.

60.5 Tenant's obligations and liabilities under this paragraph shall survive the expiration or termination of this Lease.

#### 61. EXHIBITS AND ADDENDA

Exhibits A, B, C, D, E, F, G and H are to be attached hereto, constitute a material part of this Lease and are hereby incorporated by reference.

#### 62. NO RECORDING

Except as otherwise permitted or recorded by the Landlord, this Lease shall not be recorded in the public records. Provided, however, Landlord agrees Tenant may record a Memorandum of Lease in such form that is acceptable to Landlord at Tenant's own expense.

#### 63. OPTION TO RENEW

In the event the parties have mutually agreed to a renewal right hereunder, as indicated in the Lease Summary, then and in such event, and so long as Tenant is not in Default under any of the terms and conditions contained within this Lease, Landlord grants to Tenant an option to renew this Lease for the additional renewal terms described in the Lease Summary (the "Renewal Terms"), subject to the following:

(a) Tenant provides written notice to Landlord of Tenant's intent to renew this Lease not later than six (6) months prior to the Expiration Date.

(b) Tenant is not late on more than three (3) occasions within any 12 month period during the Lease Term in the required payment of Base Rent, Additional Rent or Percentage Rent. For definition herein, a rental payment shall be considered "late" if its receipt by Landlord is on or after the sixth (6th) calendar day of the month.

(c) [INTENTIONALLY DELETED]

(d) Tenant has remained in full compliance with Landlord's guidelines and regulations for signage, printed displays and show window lettering established for the Premises, and Tenant has not failed to correct or remove any such item not approved by Landlord within twenty (20) days following Landlord's notice on same.

(e) Tenant has complied with the operating hours established for Tenant's Premises.

(f) [INTENTIONALLY DELETED]

(g) All other terms and conditions of this Lease shall remain unchanged with the exception of monthly Base Rent, which shall be increased to the amounts indicated in the Lease Summary, as applicable.

64. CATASTROPHIC SECURITY CHARGE

Intentionally deleted.

65. SIGNS

65.1 Tenant shall not decorate, paint or in any other manner alter the exterior of the Premises, and shall not install or affix any sign, device, fixture or attachment on or to the exterior of the Premises, or any building or any part thereof on the Premises, including the roof or the canopy thereof, without first obtaining Landlord's written consent and complying in all respects with the standards set by Landlord for such signs or other decoration as set forth in Exhibit G attached hereto and made a part hereof; nor shall Tenant place in or on the display windows any sign, lettering or advertising matter of any kind without first obtaining Landlord's written approval and consent in each instance; and if Tenant shall do any of the foregoing acts in contravention of this provision, Landlord shall have the right to remove any such decoration, paint, alteration, sign, device, fixture or attachment and restore the Premises to the condition thereof prior to such act, and the cost of such removal and restoration shall be paid by Tenant as additional rental on the first day of the month next following such removal or restoration.

65.2 Tenant, at its expense, shall furnish and install at an appropriate location on the exterior of the Premises an identification sign of such design, content, form, and material as it may select for the purpose of designating the business conducted therefrom as that of Tenant, such sign to be approved by Landlord or Landlord's architect in writing and in accordance with the provisions of Exhibit G.

65.3 If Tenant does not install an identification sign on the fascia above the store within thirty (30) days after the opening of the Premises for business to the public, then Landlord shall have the right to enter into the Premises for the purpose of installing said identification sign at the expense of Tenant.

*[Rest of page left blank intentionally. Signatures begin on following page.]*

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

**Landlord:**

Witnessed

LINDER VENTURES III, L.L.C.

Roger P. Wey  
Print Name: Roger P. Wey  
Josh Hughes  
Print Name: Josh Hughes

By: Donald E. Linder (SEAL)  
Name: Donald E. Linder  
Title: Manager

**Tenant:**

Witnessed

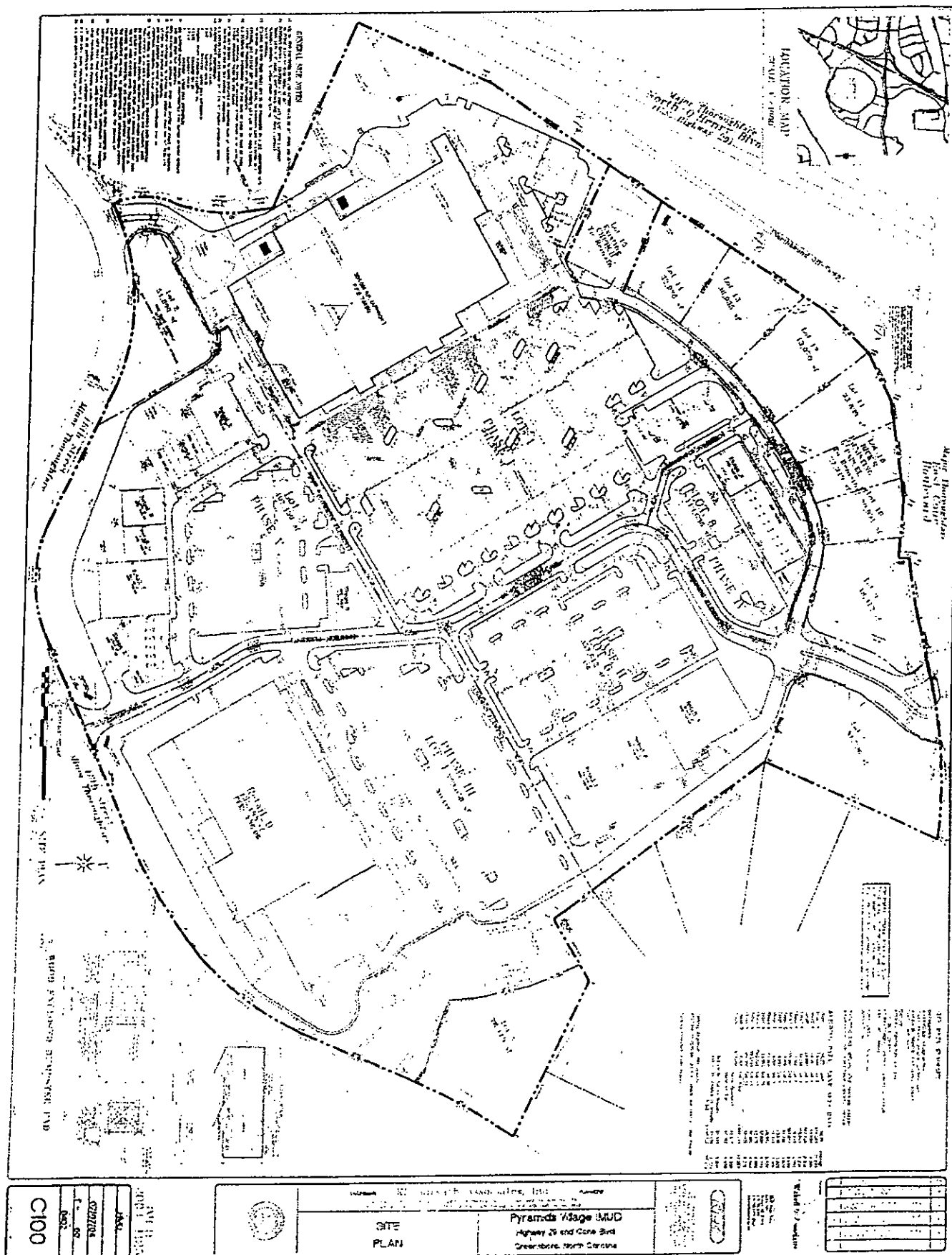
LARGE APPAREL OF NORTH CAROLINA, INC.

Susan D. Stead  
Print Name: SUSAN D. STEAD  
Angela Varga  
Print Name: Angela Varga

By: Ethan Shapiro (SEAL)  
Print Name: Ethan Shapiro  
Title: President/CEO







## EXHIBIT B

### LEGAL DESCRIPTION OF SHOPPING CENTER

All of the following parcels or tracts collectively make up the Shopping Center:

#### WALMART TRACT:

Walmart Tract consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 1 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

#### DEVELOPER TRACT:

Developer Tract consists of all of those certain parcels or tracts of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lots 3, 4, 6, 14 and the area identified as Ring Road (Private) (more particularly shown on Map 3 of 3) on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

#### OUTPARCEL 1:

Outparcel 1 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 13 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

#### OUTPARCEL 2:

Outparcel 2 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 12 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

#### OUTPARCEL 3:

Outparcel 3 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 11 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

#### OUTPARCEL 4:

Outparcel 4 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 10 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

#### OUTPARCEL 5:

Outparcel 5 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 9 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

OUTPARCEL 6:

Outparcel 6 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 8 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

OUTPARCEL 7:

Outparcel 7 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 7 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

OUTPARCEL 8:

Outparcel 8 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 2 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

OUTPARCEL 9:

Outparcel 9 consists of that certain parcel or tract of land being in the City of Greensboro, Guilford County, State of North Carolina and being shown as Lot 5 on a plat prepared by Wilson Surveying, Inc., titled "Final Plat for Pyramids Village," being recorded in Plat Book 160, Pages 67-69, Guilford County Registry.

## EXHIBIT C

### LANDLORD'S WORK

1.) **TENANT UPFIT ALLOWANCE** – Landlord will reimburse Tenant \$15.00 per sq. ft. to be applied towards Tenants' build-out. Landlord shall pay this amount to Tenant within 10 days upon Landlord receiving written notification of store opening, proof that Tenant has spent the sums towards the Tenant's Work in the amount for which the Tenant seeks the allowance, excluding store fixtures and signage, and unconditional lien releases from Tenant's general and sub contractors providing \$2,500 or more in materials or labor.

In the event Landlord shall fail to pay all or any portion of the tenant allowance called for herein at the time when due, then Tenant shall have the right to set-off the unpaid portion of the allowance against rental payments and any other payments due from Tenant to Landlord hereunder, until the full amount of the unpaid tenant allowance, plus interest thereon calculated at the rate of prime plus one percent (1%) per annum from the due date of tenant allowance payments, until recouped in full. This right of set-off shall be in addition to, and not in lieu of, any and all other rights which Tenant may have by reason of Landlord's failure to pay the tenant allowance.

2.) **FLOORS** - Floors in sales area and stockroom area shall be level, even and free of any type of existing floor covering (carpet, vinyl, ceramic, quarry tile, etc.), free of any adhesive, with all holes and cracks filled with fill stop, levelastic or grout material as required by code. All unevenness from level grade due to immovable appurtenances (i.e. floor-mounted manholes, etc.) shall be flattened 2'-0" all around to level with approval of UBI Construction Manager, provided such obstructions do not exceed 3/4". Any electrical or plumbing outlets shall be sealed, capped off below floor level and filled with levelastic floor compound. Any electrical outlets installed in floor shall be removed along with electrical boxes and wiring to breaker box. Sales area shall be broom clean, smooth and ready for new carpet installation.

Storage area floor shall be covered with vinyl composite floor tile and 4" base (neutral color), free of any obstructions, bumps, etc., and broom clean.

Bathroom floor(s) shall be covered with vinyl composite tile and 4" base or ceramic tile and 4" base as required by code, and be free of any obstructions, bumps, etc. and be in broom clean condition.

3.) **WALLS** - All walls in sales and storage areas shall be plumb straight, properly braced, finished with sheetrock (5/8"), shall be even, mudded, taped and sanded smooth, finished, and ready for paint (no texture). If any walls in the sales area are of masonry construction, the walls shall be furred, with a minimum clearance of 3/4" between the masonry walls and drywall. Walls in spaces previously occupied shall be free of all fixturing, free of all lighting, free from HVAC ductwork or venting, free of any type of wall covering or adhesive. If painted, walls in sales areas shall be smooth to the touch and ready for new latex paint. Should Tenant deem sales areas walls irreparable, it shall be freshly sheet rocked, mudded, taped and sanded to smooth finish ready for paint. Landlord shall paint the storage room and bathroom areas.

Landlord will install partition wall between the sales area and the stockroom at a location specified in Tenant's plans, using construction and materials as specified above. All demising walls shall be tight to the underside of the deck and fire-stopped to code.

**NOTE:** If local codes and/or building officials require the space to have a fire corridor, Landlord is responsible for the expense and construction of the fire corridor. The construction of the fire corridor shall not delay UBI's possession date.

4.) **CEILINGS** - All ceilings within the leased space shall be of a suspended 2' x 4' acoustical tile. Suspension systems shall be evenly spaced, on a single level at a minimum of 11'0" above finished floor and free of any damage. Lay-in tiles shall be clean, flat and free of any defects. Ceiling tiles and suspension systems shall be of uniform pattern and white in color. Ceilings shall be free of any electrical outlets and lighting systems except those required by Tenant. (See attached ceiling light layout where applicable.) All ceilings shall bear no less than one layer of R-19 fiberglass insulation.

5.) **STORE FRONTS** - Frontages of leased spaces shall be no less than 80% glass from side to side and from inside ceiling level down to inside finished floor level. If sill walls exist under glass front they shall be no higher than 30" above inside floor level. All glass and framework shall be free of damage and signage at time of possession.

Fascia shall contain sufficient flat area to support signage requirements of Tenant. Fascia shall be free of any previous signage, and free of any indication of previous signage. Should any type canopy be attached to, or part of, space leased by Tenant, then the same shall be in good, clean condition and leak free. Any lighting contained in said canopy shall be in good working condition and maintained for duration of lease.

Doors in store fronts to be located as close to center of premises as possible, without any obstructions. Doors in storefronts shall be single acting double 3'0" X 6'8" opening out. Doors in storefronts shall be of glass and aluminum construction, in proper working condition, sealed weather tight upon release and have all locking systems in working order. Tenant acknowledges that a pilaster will be installed in the center of the storefront.

**KEYS** - Keys to all front and back doors shall be provided to tenant on or prior to written and confirmed date of possession. Tenant will not consider it self to be in possession of a leased space until proper keys are provided by Landlord for that space.

6.) **REAR SERVICE DOOR** - All steel, minimum 3'0" X 6'8" X 1 3/4". Doorjamb shall also be of steel construction and set in concrete within concrete block wall. Door shall be hinged into jamb with locked hinge pins. Door shall open and close without resistance, and be air and water tight upon closure. Door shall contain one (1) locking passage knob in freely working condition. Door shall be single action opening out and contain one (1) optical thru-door viewer centered on the width of the door at 5'4" above inside floor.

7.) **LOADING ENTRY** - Tenant shall determine Loading Entry only after first hand inspection. Where inside floor level is more than 3" above parking lot level at the loading door, a concrete ramp will be necessary. If a RAMP is to be installed, it shall have a gradual slope to be practical for loading and unloading. All ramps to be in accordance with ADA requirements.

8.) **HVAC SYSTEM** - Landlord shall furnish complete (in working order) heating and air conditioning system for entire space (sales areas, storage areas and bathroom areas) leased by Tenant. System shall include one (1) working thermostat (locations to be determined by Tenant) per unit. Thermostat(s) shall be TRANE XT302A or equivalent. Landlord shall supply ventilation to all accessible areas, as well as proper RETURN ventilation between accessible areas including storage areas. FILTERED return area shall be two hundred (200) square inches per one (1) ton of cooling capacity. Filters shall be accessible and changeable from inside the leased area. No supply or return vents shall obstruct the merchandising of any walls. HVAC units shall be installed so as not to obstruct or occupy leased floor space in sales areas or storage areas.

It is expected that all the air conditioning systems comply with the following general rules or standards: (1) U.S. stores - one (1) ton per 350 S.F. minimum, (2) Puerto Rico Stores - one (1) ton per 250 S.F. minimums.

9.) **LIGHTING** - Urban Brands shall supply ceiling grid layout indicating number and placement of 2' X 4' lay-in type light fixtures, containing (2) T-8 fluorescent light tubes (bulbs) with electronic ballast and prismatic lens each. Landlord will install one (1) fixture for every 60 sq. ft. of sales area and one (1) fixture for every 100 sq. ft. of storage space per UBI lighting plan. Each fixture shall contain working ballast(s) and circuits sufficient for proper operation. Storage space light fixtures may be 4' strip type surface mounted, if approved by UBI.

10) **ELECTRICAL** - Landlord shall provide electrical service to the leased premises through a 200 amp. individual meter can. Landlord shall provide electrical distribution to the interior of the premises through a 200 amp. single phase, power panel with a minimum of 30 breakers. Each breaker switch in all Electrical Panels shall be accurately labeled.

The electrical panel must be located in an area, which will be used for a stockroom by tenant.

Number, type and location of electrical outlets shall be designated on layout supplied by Tenant. In addition to those outlets specified on layout, the side walls of the front sales area shall contain regular duplex outlets to code requirements, but in no case be less than one (1) for every twenty (20) feet of wall length or part thereof.

Landlord shall also provide at the cash wrap location shown on Tenant's drawing, the "electrical stack", consisting of the thermostat, two (2) telephone jacks, one (1) quad, isolated ground circuit and two (2) standard duplex outlets. One (1) outlet at each end of doors, above ceiling for security and chime per plan.

Where telephone is indicated on layout, this is to include two jacks (RJ-11 or equivalent) wired to interface in accordance with local telephone company requirements. One outlet (110V) shall be installed above the ceiling tile at the location of the cash wrap and duplex above ceiling eight (8) feet from front door per plan.

A separate circuit shall be provided to include working time clock for lighted sign on fascia.

Doorbell and doorbell button will also be supplied and installed by Landlord. (See layout).

One (1) ceiling light in sales area and one (1) in storage area shall be wired separately for nightlight. One (1) outlet to be provided off nightlight breaker (dedicated) adjacent to electrical panel.

Landlord shall provide switches, opposite hinged side of stockroom door, to operate all stockroom and sales area lighting from within the stockroom.

**11.) FLOOR LAYOUT PLAN** - As part of this lease, an attached floor layout plan of the leased space shall be generated and supplied by Tenant prior to the Effective Date of this Lease.

**12.) BATHROOMS** - One (1) partition toilet, room meeting ADA requirements, with sufficient lighting including water closet, lavatory, mirror over lavatory, and toilet paper holder. Fixtures shall be clean, leak free and in good working order. Should any local municipal code require two (2) bathrooms or handicap bathroom facilities, Landlord shall supply it. All drainage lines from bathroom fixtures to sewerage system shall contain no leaks (above or below ground) and shall be free flowing.

Landlord shall supply and install either six (6) gallon energy efficient hot water heater, properly installed in drip pan or "on demand" in line water heater, type and location to conform to local code requirements.

**13.) WALKWAYS** - in front of leased space shall be clean, in good condition and free of any non-structural obstruction.

Access manhole required for access to Tenant's signage to be provided in soffits as necessary. Minimum manhole size to be 2'x2' flush mounted.

**14.) GENERAL CONDITION** - Premises and surrounding areas shall at time of possession be free of trash, construction refuse or any other substances and articles, which have to be cleaned, up or removed.

**15.) CODES** - Construction by Landlord and Landlord's subcontractors shall comply with all existing municipal, state and Federal codes. Any special requirements imposed by governing bodies shall be the responsibility of Landlord for the duration of the lease. It is ultimately the responsibility of Landlord to have all Landlords' Work inspected by authorities under whose jurisdiction the leased space falls.

**16.) PARKING LOTS AND PAVED LOADING ACCESS.** It is the sole responsibility of Landlord to supply ample blacktop or concrete parking facilities for customers and employees. Parking facilities shall be striped and maintained in good repair for duration of lease. Loading areas and access to loading areas shall remain clear and passable for duration of lease. Should construction or any other activity block access to our loading areas, Landlord shall notify Tenant ten (10) days in advance of such blockage.

**17.) SECURITY BY LANDLORD** - It is Landlord's responsibility to properly secure all accesses, including vacant spaces adjoining tenant's leased space. Front and back doors of vacant adjoining spaces shall be secured and

properly locked. Firewalls between Tenant's space and vacant spaces shall be secured and free of access from front wall to back wall and concrete floor to roof deck, sheet rocked on both sides.

18.) **POSSESSION** - Landlord shall provide Tenant with written notification of the possession date of the Leased Premises along with a completed copy of the Final Construction Checklist, stating that all of the stipulations have been met. If the Landlord fails to build Tenant's space in accordance with this Exhibit C, Tenant may complete work on behalf of the Landlord, not to exceed \$2,500.00, and Landlord will reimburse Tenant within thirty (30) days after completion of said work.

19) **SYSTEMS TESTS** - Prior to start of Tenant's Work and prior to commencement of this lease, Tenant will, at Tenant's expense, test and inspect the following Landlord supplied services and building systems;

- < Plumbing
- < Electrical service and distribution.
- < Lighting.
- < HVAC
- < Fire alarm, automatic sprinkler, and other life safety systems.

Tenant will at the conclusion of the test, report to landlord any service or system not working; not meeting Tenant's minimum standards necessary to operate its business, or failing to meet or comply with current building codes in effect for the area where premises are located.

Landlord, may, at its discretion, either repair or replace deficient systems or services, or authorize tenant to complete the repairs or replacements and allow Tenant to recover such costs from rents due landlord.



## EXHIBIT D

### TENANT'S WORK / DESIGN AND CONSTRUCTION CRITERIA

#### I. PREFACE

The provisions of this Exhibit D are incorporated into the Lease. The Tenant's Work shall be all work above and beyond the Landlord's Work set forth in Exhibit C necessary to enable Tenant to open for business at the Premises.

The provisions hereof describe the obligations of Tenant in the design and construction of the Tenant's Work. Tenant's Work is intended to provide for the Premises to be finished in accordance with Tenant's drawings as approved in writing by Landlord and to complete the Premises to a finished condition ready for operation. All finished installation will be deemed incomplete until approved by Landlord.

Tenant and Tenant's contractors agree to abide by Landlord's construction rules and regulations which may be issued from time to time. In order to ensure that Tenant's store design is orderly and aesthetically coordinated with Landlord's other buildings, and to ensure that the requirements are understood by Tenant, its designers, engineers, contractors, and other representatives, Tenant shall follow the architectural, construction, and signage criteria established herein and elsewhere in the Lease.

All construction by Tenant shall be in accordance with the requirements of all applicable codes, ordinances, statutes, laws, rules and regulations of all authorities (federal, state, county, and local) having jurisdiction over the work (collectively hereinafter "Code"), including all requirements of the Landlord's insurance carrier. Construction shall conform to the requirements for a fully sprinklered building in accordance with the fire protection and building code program of the local jurisdictional authority. Tenant shall secure all necessary permits including, but not limited to, occupancy and health department permits from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises by the Lease Commencement Date set forth in the Lease. Tenant shall furnish to Landlord upon receipt copies of all building permit applications, statements, amendments and the like, and all permits, inspection reports, certificates, and other documents as required by authorities having jurisdiction over the Tenant's Work.

Tenant, at its sole cost and expense, shall perform all work required to construct the Premises to a finished condition, ready for the operation of Tenant's business. Tenant's Work shall conform to criteria, procedures, and schedules as set forth herein and shall not be limited to the following:

- A. Field Conditions: Prior to the preparation of its working drawings and the commencement of its construction, Tenant shall survey the site to inspect, verify, and coordinate all existing conditions. Such survey shall include the location of existing utilities and identification of various improvements made by previous occupants, if any, which are to remain, be relocated or be removed and the determination of the extent of demolition or repair to be performed by Tenant.

The results of such survey shall be incorporated into Tenant's working drawings and specifications (the "Working Drawings and Specifications"). Tenant shall verify conditions pertaining to the Premises from time to time after commencement of construction of its Premises. Any adjustments to the work arising from field conditions not apparent on drawings and other building documents shall receive the prior written approval of Landlord.

Tenant shall verify the accuracy of said installation and shall immediately advise Landlord of any discrepancies. Failure to so notify Landlord shall be deemed as acceptance by Tenant of said installation and layout.

Tenant shall coordinate its work with the work of others or with existing conditions occurring above or below the Premises and shall make changes from time to time as required to accommodate such work or conditions.

- B. Demolition. All demolition required to facilitate Tenant's construction shall be performed by Tenant at Tenant's expense, and shall be as approved by Landlord on Tenant's demolition plans, prior to commencing such work.
- C. Jurisdictions and Codes. All design and construction work shall comply with Code and the requirements pertaining to service and utilities furnished by utility companies, including, without limitation, OSHA regulations.
- D. Permits and Approval. Prior to the commencement of demolition and construction, all building and other permits shall be obtained and posted in a prominent place near the Premises. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's approved Working Drawings and Specifications, or any work not explicitly shown on said Working Drawings and Specifications. Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.
- E. Materials. Only new, first-class materials shall be used in the construction of the Premises. Used, first-class materials for interior fixtures may be used, provided such materials are noted on Tenant's plans and approved by Landlord through field inspection.

All of Tenant's Work performed pursuant to this section shall, for the purpose of the Lease, be deemed to be improvements made to the Premises by Tenant, at Tenant's expense.

## II. CRITERIA FOR TENANT'S WORK

The criteria and outline specifications set forth herein represent minimum standards for the design, construction, and finish of the Premises by Tenant.

### A. ARCHITECTURAL FINISHES

- 1. Floors. The elevation of the floor and any applicable renderings must be shown on the specifications and approved in advance by the Landlord. Quality floor materials, such as carpeting, glazed or unglazed tile, stained and sealed concrete, wood or marble, shall be used in the Premises. All flooring finish materials are subject to Landlord's approval.
- 2. Storefront. Tenant's storefront will be designed by Tenant and approved by Landlord. All storefront finishes must match the storefronts of the existing Shopping Center.
- 3. Interior Partitions. Any penetrations by Tenant of rated partitions shall be specifically approved in writing by Landlord and governing authorities as part of the permitting process.
- 4. Service and Exit Corridor Partitions. Any penetrations by Tenant of rated partitions, and relocations and/or additions to exit doors, shall be specifically approved in writing by the governing authorities as part of the permitting process.
- 5. Door Hardware. Tenant shall furnish and install all door locks and exit devices on all interior service doors, exterior doors, and exit corridor doors except as provided by Landlord herein. Tenant shall be responsible to install any special emergency locks or locking systems Tenant may desire on all doors.
- 6. Ceiling. All ceilings and ceiling treatments shall be of noncombustible material approved by the governing authorities.
- 7. Interior Finishes. All Tenant's fixtures, furniture, carpeting (including underlayment), upholstery materials, drapery, and other furnishing must comply with the flammability of materials and

smoke generation requirements for furniture and furnishing requirements of Code. All wood shall be fire retardant, in accordance with Code.

8. Interior Walls and Partitions. Tenant shall provide all interior walls and partitions other than those provided for in Landlord's Work. Such walls shall be a minimum of three and one half (3 ½) inch metal studs at sixteen (16) inches O.C. and shall have a minimum of one-half (1/2) inch gypsum board on all sides and taped beaded ready for paint or wall covering.
9. Internal Painting. Tenant shall provide all interior painting, decorating, paneling, wallpaper, or peg board on all walls and columns.

#### B. STRUCTURAL

Tenant's architect and/or engineer shall seal all drawings associated with the construction of the Premises certifying that the construction conforms with all Code requirements. All structure-hung individual loads in excess of 100 pounds must be specifically signed off by Landlord's structural engineer for location and method of support, prior to installation.

#### C. HEATING, VENTILATING AND AIR CONDITIONING

1. HVAC Systems. Any addition to the HVAC System shall be designed by Tenant's engineer and submitted to Landlord prior to commencement of Tenant's Work and, if approved, shall be installed by Tenant at Tenant's sole expense. The HVAC system furnished by the Landlord shall be designed to accommodate the stock room wall and demising walls. All HVAC work shall comply with ASHRAE standards and requirements of Code.
2. Smoke Venting. If the authority having jurisdiction requires smoke venting from the Premises because of Tenant's modifications, Tenant, at Tenant's expense, shall provide the complete required smoke venting system.

#### D. ELECTRICAL

1. Electrical Construction. All electrical work shall comply with Code. No appurtenances, including, but not limited to, light fixtures, antennas, signs, etc. are to be affixed to the exterior walls or roof of the building without Landlord's approval. Any approved additional electrical service, lighting, fixtures, outlets, wiring other than those provided by Landlord's Work shall be installed at Tenant's expense.
2. Electrical Construction
  - a. Material - All electrical materials shall meet Code. All materials shall be new and shall bear evidence of approval by Underwriter's Laboratory (UL). All conductors shall be copper. Aluminum conductors are not allowed.
  - b. Signs, lights, and outlets shall be furnished and installed by Tenant to meet Code, based on Tenant's layout and interior partitioning.

#### E. PLUMBING

Any addition to the plumbing system shall be designed by Tenant's engineer and submitted to Landlord prior to commencement of Tenant's Work, with installation to be by Tenant, at Tenant's sole expense. All plumbing work shall comply with Code.

#### F. FIRE PROTECTION SYSTEM

The fire protection system required by Tenant's layout shall be performed at Tenant's sole expense. Such designs may involve heads in refrigeration boxes, in toilet rooms, and kitchen exhaust ducts, as well as heads located to conform with Tenant's ceiling pattern and layout. All design and construction shall be governed by Code and the requirements of Landlord's insurance carrier. Tenant shall provide fire extinguishers at Tenant's sole cost.

G. TELEPHONE

Tenant shall arrange directly with the local telephone company for telephone service. The local telephone company will bring telephone service to a point inside the Premises. The wires must be run through Landlord provided conduit. Tenant shall extend service, furnish, install, and maintain telephone wiring and equipment within the Premises to suit Tenant's requirements at Tenant's expense.

H. FIXTURES AND FURNISHINGS

Tenant shall furnish and install in the Premises all fixtures, furnishings, equipment, shelving, trade fixtures, leasehold improvements, interior decorations, graphics, signs, mirrors, cornices, covers, decorative light fixtures, and portable fire extinguishers as required by Code.

I. MISCELLANEOUS REQUIREMENTS

1. Tenant's Contractor. Work undertaken by Tenant at Tenant's expense may only be awarded to a reputable contractor licensed to do business in the State of North Carolina.
2. Equipment Screening. Mechanical or electrical equipment, antennas, and the like required by Tenant must be screened from view of the public if visible from any point within the Shopping Center. All screening materials, construction details, and construction techniques shall be approved by Landlord in writing prior to any such work by Tenant.
3. Clean-Up. Tenant shall cause its contractors to maintain the Premises and the surrounding area in a clean and orderly condition during construction. All demolition debris, all unusable shipping containers, packaging, and other debris shall be broken down and removed on a daily basis by Tenant's contractor. Flammable waste must be confined to covered metal containers until removed by Tenant. All construction material, equipment, fixtures, merchandise, etc. must always be contained within the Premises or a fenced in area. Public corridors, service/exit corridors shall be kept clear and clean at all times. If Tenant fails to clean as described in this paragraph, Landlord may, but shall not be obligated to, clean at Tenant's expense.
4. Full Payment. Tenant shall satisfy Landlord that adequate arrangements have been made to ensure that all Tenant's contractors shall be paid in full for work ordered by Tenant. Tenant's general contractor shall obtain a lien waiver from every subcontractor and supplier that furnishes labor or materials to the Premises. In conjunction with every payment that Tenant's general contractor receives, Tenant will obtain a lien waiver in affidavit form from the general contractor. Tenant is advised to familiarize itself with the local mechanics lien laws and agrees to hold the Landlord harmless for any liens filed against the property of the Landlord for the work of the Tenant.
5. Character of Employees. Tenant will not employ any unfit person or anyone not skilled in the work he is performing, or any workman who is incompatible with the balance of the work force or who will cause, or whose presence will cause, labor disputes or work stoppages. In the event any employee(s) of Tenant or Tenant's contractor(s) causes a labor dispute or work stoppage, Tenant expressly agrees to have such employee(s) immediately removed from the project upon Landlord's request, and further agrees that Tenant's failure to do so shall constitute a material default under the Lease. Tenant's contractor shall adhere to Landlord's policy of a drug and alcohol free workplace.

6. General. Landlord shall have the right to approve the location, of utility lines, air ducts, flues, refrigerant lines, drains, sprinkler mains and valves, and such other facilities, including access panels for same, within the Premises, as deemed necessary by engineering design and/or Code requirements. Any relevant corrections related thereto shall be made at Tenant's expense. Landlord shall also have the right to approve the location of mechanical and other equipment on the roof over the Premises.

### **III. COMPLETION OF PLANS AND SPECIFICATIONS BY TENANT**

#### **A. APPROVALS GENERALLY**

Unless otherwise notified by Landlord, all prints, drawing information and other material to be furnished by Tenant to Landlord for approval as required in this Exhibit A shall be sent to the Landlord in care of Wakefield Associates, Inc., 2840 Plaza Place, Suite 105, Raleigh, North Carolina 27614. Approvals of such documents shall be deemed invalid unless given by Landlord in writing. Any approval given by Landlord with respect to Tenant's Work or any subsequent alterations by Tenant shall be effective only for a period of one hundred twenty (120) days following Landlord's notice to Tenant of such approval. If Tenant shall not have commenced construction with respect to such work or alterations within such one hundred twenty (120) day period (and shall not be diligently pursuing such work or alterations to completion), Tenant shall be required to resubmit the applicable plans and specifications to Landlord for re-approval prior to commencement or continuation of such work or alterations. All notices, drawing information and other material furnished by Landlord to Tenant under this Exhibit A may be effectively submitted to Tenant by mailing the same to Tenant at the address set forth in the Lease or to Tenant's architect if Tenant has provided Landlord with such an address, notwithstanding any contrary or additional requirement contained in any other section of the Lease.

#### **B. TENANT'S ARCHITECT**

Tenant shall engage an architect ("Tenant's Architect") registered and licensed to do business in the State of North Carolina to prepare the Working Drawings and Specifications to be submitted for Landlord's approval prior to construction. All fees for Tenant's Architect shall be paid by the Tenant.

#### **C. WORKING DRAWINGS AND SPECIFICATIONS**

1. Within fifteen (15) days from the execution of the Lease by the parties hereto, Tenant shall engage Tenant's Architect for the purpose of preparing Working Drawings and Specifications for the Premises. Working Drawings and Specifications shall be prepared in strict compliance with the requirements as set forth in this Exhibit A.
2. All Working Drawings and Specifications prepared by Tenant's Architect shall be submitted by Tenant, in the form of one (1) set of reproducible prints (i.e., sepias) and two (2) sets of prints. Any required revisions to such Working Drawings and Specifications shall be prepared and resubmitted by Tenant to Landlord within ten (10) days of receipt of notice from Landlord of such required revisions.
3. Within a reasonable time after receipt of Working Drawings and Specifications, Landlord shall return to Tenant one (1) set of prints of Working Drawings and Specifications bearing Landlord's comments. If Tenant wishes to take exception thereto, Tenant may do so in writing by certified or registered mail addressed to Landlord at the above address and at the notice address in the Lease, within ten (10) days from the date of receipt of Working Drawings and Specifications. Unless such action is taken, it will be deemed that all comments made by Landlord on Working Drawings and Specifications are acceptable to and adopted by Tenant.
4. If Working Drawings and Specifications are returned to Tenant with comments, but not bearing approval of Landlord, said Working Drawings and Specifications shall immediately be revised by Tenant and resubmitted to Landlord for approval within ten (10) days of their receipt by Tenant.

5. Working Drawings shall be submitted for building permit after such Drawings have been approved by Landlord in the submittal process as outlined above.
6. Landlord and Landlord's architect shall, from time to time, be entitled to monitor Tenant's Work and shall have the right to require all work which does not comply with approved Working Drawings and Specifications to be corrected within fourteen (14) days after notification thereof to Tenant.

#### **IV. CONSTRUCTION OF THE PREMISES BY TENANT**

##### **A. COMMENCEMENT OF CONSTRUCTION**

1. All construction work by Tenant is subject to approval of Landlord.
2. Tenant shall commence construction of Premises immediately upon Landlord's delivery of the Premises to Tenant and following Tenant's receipt of the building permits. Tenant shall carry such construction to completion with all due diligence.
3. The failure of Tenant to comply with procedures and schedules set forth in this Exhibit A, or to commence or complete the construction of the Premises prior to the Lease Commencement Date under the Lease, shall have no effect whatsoever upon the commencement of said term.

##### **B. GENERAL REQUIREMENTS**

1. Tenant shall submit to Landlord via certified or registered mail, at least five (5) days prior to the commencement of construction, the following information:
  - a. Copy of building and all other permits needed to perform work within the Premises.
  - b. The names and addresses of the General, Mechanical, and Electrical Contractors Tenant intends to engage in the construction of its Premises.
  - c. The date on which Tenant's construction work will commence, together with the estimated date of completion of Tenant's construction work and fixturing work, and date of Tenant's projected opening for business in the Premises.
  - d. Evidence of insurance as called for hereinbelow with a company or companies authorized to transact business in the State of North Carolina.
  - e. Itemized statement of estimated construction costs, including architectural, engineering, and contractor's fees.
2. Construction shall comply in all respects with applicable federal, state, county and/or city statutes, ordinances, regulations, laws and codes. All required building and other permits in connection with the construction and completion of the Premises shall be obtained and paid for by Tenant. Landlord's review of Tenant's Working Drawings and Specifications shall be for the purpose of ascertaining compliance with the requirements of the Lease and Landlord's requirements and shall in no event extend to any confirmation or authorization, express or implied, that Tenant's Working Drawings and Specifications have been prepared in accordance with the requirements of applicable laws, codes, ordinances and regulations, including, without limitation, the Americans with Disabilities Act, and Tenant shall be solely responsible with respect to all necessary compliance with such laws, codes, ordinances and regulations.
3. Tenant shall apply and pay for all utility services including all meters and meter fees related thereto.
4. Tenant shall cause its Contractor to provide warranties for not less than one year against defects in workmanship, materials, and equipment.

5. TENANT SHALL INSTRUCT ITS CONTRACTOR TO TAKE NO ACTION WITH RESPECT TO THE FIRE ALARM PULL STATIONS OR THE ALARM HORN. ANY RELOCATION OR WORK ON THE FIRE ALARM MUST BE PERFORMED BY LANDLORD'S SECURITY COMPANY. TENANT ACKNOWLEDGES THAT IT WILL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH RELOCATION OR WORK ON THE FIRE ALARM SYSTEM AND FOR ALL FEES ARISING FROM EMERGENCY RESPONSE CALLS
6. Tenant's Work shall be subject to the inspection of Landlord, its consultants, and its supervisory personnel.
7. Tenant shall pay or reimburse Landlord for all costs incurred by Landlord (including deposits) for all utility meters for the Premises.
8. Upon the completion of the Tenant's Work, all facilities installed by Tenant shall be in full use without defects.
9. All work performed by Tenant shall be performed so as to cause no interference with other tenants and the operation of the Shopping Center. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and properly police same. Construction equipment and materials are to be located within the Premises and fenced in construction area, and truck traffic is to be routed in and from the site, all as directed by Landlord and so as not to burden the Shopping Center.
10. Landlord shall have the right to stop Tenant's Work whenever necessary to obtain compliance with applicable building and safety codes or the approved Working Drawings and Specifications.
11. Tenant and its contractors shall comply with the guidelines for Tenant's Work procedures and temporary construction facilities set forth in the Landlord's construction rules and regulations, which may be issued from time to time.
12. If there is a willful violation by Tenant or Tenant's contractor of any of the above requirements, Landlord shall have the right to order Tenant or Tenant's contractor to cease work and to remove himself and his equipment and employees from the Shopping Center.

C. TEMPORARY FACILITIES DURING CONSTRUCTION

1. Upon the date Tenant commences work or is obligated to commence work, Tenant shall pay for all temporary utility facilities and the removal of debris as necessary and required in connection with the demolition and construction of the Premises. Storage of Tenant's contractors' construction material, tools, equipment, and debris shall be confined to the Premises and in areas which may be designated for such purposes by Landlord. In no event shall any material or debris be stored in traffic lanes or in service or exit corridors.
2. Tenant shall provide temporary heat if required. During construction, no open burners are permitted and only electricity may be used for temporary heat.
3. Tenant shall provide temporary electrical power if required.

D. CONSTRUCTION COMPLETION

Tenant shall provide Landlord a Letter of Certification by Tenant's Architect stating that the Premises has been satisfactorily completed in compliance with Tenant's approved Working Drawings and Specifications. Any deficiencies should be outlined and sent to Tenant's contractor for correction within thirty (30) days. Upon satisfactory completion and request of Tenant, Landlord shall issue a certificate of acceptance of said Premises. The issuing of such certificate shall be contingent upon the following:

1. As applicable, Tenant shall execute an estoppel letter which will be prepared by Landlord.
2. Submission by Tenant to Landlord of a detailed breakdown of Tenant's final and total construction costs, together with invoices.
3. Tenant shall have reimbursed Landlord for the cost of Tenant's Work done for Tenant by Landlord and all other sums owed by Tenant to Landlord pursuant to the Lease and exhibits thereto.
4. Submission by Tenant of a statement wherein Tenant agrees to indemnify Landlord and Landlord's designated escrow agent against any and all liens against the Premises, claims by any material suppliers, constructors, and subcontractors, related to work performed by Tenant.
5. Tenant shall furnish a copy of the certificate of occupancy. Any and all necessary permits, licenses, or approvals are the sole responsibility of Tenant and shall be its sole cost and expense.
6. TENANT SHALL GIVE LANDLORD NOTICE OF ITS INTENT TO COMMENCE DOING BUSINESS FROM THE PREMISES NOT MORE THAN TWO WEEKS AND NOT LESS THAN ONE WEEK BEFORE TENANT OPENS FOR BUSINESS.

E. INSURANCE

1. Tenant shall secure, pay for, and maintain, or cause its Contractor(s) to secure, pay for, and maintain during construction and fixturing work within the Premises, all of the insurance policies required herein, in the amounts as set forth below, and such insurance as may from time to time be required from city, county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances. If required, Tenant shall post a construction bond or a construction building deposit in an amount deemed satisfactory to Landlord. Tenant shall not permit its Contractor(s) to commence any work until all required insurance has been obtained and certificates of such insurance have been delivered to Landlord.
2. Tenant's General Contractor's and Subcontractors' Required Minimum Coverages and Limits of Liability.
  - a. Worker's Compensation, as required by state law, and including Employer's Liability Insurance with a limit of not less than \$2,000,000, and any insurance required by any Employee Benefit Acts or other statute applicable where the work is to be performed as will protect the Contractor and Subcontractors from any and all liability under the aforementioned acts.
  - b. Commercial General Liability Insurance (including Contractor's Protective Liability) in an amount not less than \$2,000,000 for any one occurrence, whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof, with an aggregate limit of \$2,000,000. Such insurance shall provide for explosion, collapse, and underground coverage.

Such insurance shall insure Landlord, Tenant, and Tenant's General Contractor against any and all claims for personal injury, including death resulting therefrom and damage to or destruction of property of any kind whatsoever and to whomsoever belonging, and arising from his operations under the contract, whether such operations are performed by Tenant's General Contractor, Subcontractors, or any of their Subcontractors, or by any one directly or indirectly employed by any of them.



- c. Comprehensive Automobile Liability Insurance, including the ownership, maintenance, and operation of any automotive equipment, owned, hired, and non-owned, in the following amounts:

- (1) Bodily injury, per occurrence for personal injury and/or death - \$2,000,000
- (2) Property Damage Liability - \$2,000,000

Such insurance shall insure Landlord, Tenant and Tenant's General Contractor and/or Subcontractors against any and all claims for personal injury, including death resulting therefrom and damage to the property of others, caused by accident and arising from its operations under the Contract, whether such operations are performed by the General Contractor, Subcontractors, or by anyone directly or indirectly employed by any of them.

3. Tenant's Protective Liability Insurance.

Tenant shall provide Owner's Protective Liability Insurance as will insure Landlord and Tenant against any and all liability to third parties for damages because of personal injury (or death resulting therefrom) and property damage of others or a combination thereof which may arise from work in connection with the Premises, and any other liability for damages which Tenant's General Contractor and/or Subcontractors are required to insure against under any provisions herein. Said insurance shall be provided in minimum amounts as follows:

- a. Bodily injury, per occurrence for personal injury and/or death..... \$2,000,000
- b. Property Damage Liability..... \$2,000,000

4. Tenant's Builder's Risk Insurance -- Completed Value Builder's Risk Material Damage Insurance.

Tenant shall provide an "All Physical Loss" Builder's Risk insurance policy on the work to be performed for Tenant in the Premises as it relates to the building within which the Premises is located. The policy shall include as insureds Tenant, its Contractor and Subcontractors, Landlord, and the partners and agents of Landlord, as their interests may appear. The amount of insurance to be provided shall be 100% of the replacement cost.

5. All insurance policies required under this Exhibit A, except as noted above, shall include Landlord, its Managing Agent, its Architect, its General Contractor, and the partners and agents of Landlord, and the partners of such partners, and any other parties in interest designated by Landlord, as additional insureds; except Worker's Compensation Insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord, its Managing Agent, its Architect, General Contractor, partners and agents, and the partners of such partners, and any other parties in interest designated by Landlord.

All Certificates of Insurance shall provide that no reduction in the amounts or limits of liability or cancellation of such insurance coverage shall be undertaken without prior thirty (30) day written notice to Landlord.

The insurance required under this Exhibit A shall be in addition to any and all insurance required to be procured by Tenant pursuant to the Lease.

EXHIBIT E

TENANT ACCEPTANCE AGREEMENT

This Tenant Acceptance Agreement is made as of \_\_\_\_\_, 2007 (the date of the Delivery of the Premises) between the undersigned Landlord and the undersigned Tenant.

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into a Lease Agreement, dated as of \_\_\_\_\_, 2006 (the "Lease"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease), Suite F-1A (the "Premises") in the shopping center known as The Shoppes at Pyramids Village and described in the Lease, located in Greensboro, North Carolina (the "Shopping Center"); and

WHEREAS, Landlord and Tenant agreed to execute this Tenant Acceptance Agreement to confirm the actual Commencement Date and Expiration Date of the Lease Term, and for other purposes;

NOW, THEREFORE, pursuant to the provisions of Section 2 of the Lease, Landlord and Tenant mutually agree as follows:

1. The Commencement Date of the Lease Term is \_\_\_\_\_, 2007. The Expiration Date of the Lease Term is the fifth anniversary of the Commencement Date, unless the Renewal Terms are exercised in accordance with the Lease, in which case it shall be the last day of the last applicable Renewal Term.
2. Tenant is in possession of, and has accepted, the Premises demised by the Lease, and acknowledges that all the work to be performed by Landlord in the Premises as required by the terms of the Lease except as set forth in Paragraph 3 below, if any, has been satisfactorily completed. Tenant further certifies that all conditions of the Lease required of Landlord as of this date have been fulfilled and there are no defenses or setoffs against the enforcement of the Lease by Landlord.
3. Landlord and Tenant acknowledge that the items described on Schedule 1 attached hereto (if any) remain to be completed or corrected, which items Landlord agrees to accomplish within a reasonable time subsequent to the Commencement Date.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Tenant Acceptance Agreement as of the date and year first above stated.

**TENANT:**

LARGE APPAREL OF NORTH CAROLINA, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDLORD:**

LINDER VENTURES III, L.L.C.

By: \_\_\_\_\_  
Name: Donald E. Linder  
Title: Manager

Date Signed by Landlord: \_\_\_\_\_, 2007

**SCHEDULE 1**  
**COMPLETION ITEMS**

[DESCRIBE OR ATTACH IF APPLICABLE; OTHERWISE, NO ITEMS REMAIN TO BE COMPLETED]

**EXHIBIT F**

[INTENTIONALLY DELETED]

## EXHIBIT G

### SIGN SPECIFICATIONS AND REQUIREMENTS

The intent of Landlord is to create a graphic environment that is individual and distinctive in identity for the merchant and also compatible with other signs within the Shopping Center. The total concept should give an impression of quality, professionalism, and instill a good business image.

The following specifications are to be used for design in Tenant's sign; however, in all cases final written approval is required by Landlord prior to manufacturing and installing any and all signs in or about the Premises, including any sign inside the Premises that may be visible from the outside. Landlord may withhold such approval in its sole and absolute discretion. Pylon signage shall not be available. Signage shall comply with all applicable laws.

**PROCEDURE:** Tenant's sign-drawing proposal must be submitted in two (2) copies to Landlord's Representative, for written approval. One copy will be returned to Tenant or Tenant's sign company and one copy shall be retained in the lease file.

**NOTICE:** Landlord's written approval and conformance with these specifications does not imply conformance with local and other applicable sign codes. Tenant's sign must be permitted and must comply with all applicable electrical and local sign codes, and all other applicable laws.

**CRITERIA:** The following sign criteria apply to the Shopping Center and, as applicable, the Premises:

1. Criteria for shops less than 3,200sf and shops greater than 3,200sf comprised of 3 or more inline shops with a sign band:
  - a. Approved Plexiglass Face Colors:
    - i. Red: Pantone Red 186C;
    - ii. White: Acrylic 7328; and
    - iii. Blue: PMS 281;
  - b. Maximum letter height to be 22" and minimum 8";
  - c. Internal illumination to be #6500 white neon, double row;
  - d. All signs must be made of individual letters on a raceway;
  - e. Color of trim and cabinet returns to be determined;
  - f. Raceway painted to match building; and
  - g. All wall signs to be located on sign band with a 1 foot margin from each end of the sign to the center line of the demising wall. Shops with an extended façade can have a double line sign;
2. Wall Signs:
  - a. Tenants greater than 6,000sf:
    - i. Size to comply with Greensboro zoning regulation and Wal-Mart ECR;
    - ii. Tenant's national colors and logos are allowed;
    - iii. Location to be approved by Landlord;

- iv. Tenant sign to agree with Wal-Mart ECR and zoning regulations; and
    - v. Maximum letter size 84";
  - b. Tenants less than 6,000sf and greater than 3,200sf:
    - i. Size to comply with Greensboro zoning regulations and Wal-Mart ECR;
    - ii. Tenants national colors and logos are allowed;
    - iii. Locations to be approved by Landlord;
    - iv. If the tenant leased area is comprised of 3 in-line shops, the sign must be located on the sign band and the maximum letter size is 22"; and
    - v. Max letter size is 48" if extended façade;
  - c. Tenants less than 3,200sf:
    - i. Size to comply with zoning regulations and Wal-Mart ECR; and
    - ii. Location must be on sign band;
- 3. Free Standing Sign (2 sided sign) (pylon sign):
  - a. Overall Dimensions = 27'H x 11' W (300sf);
  - b. Tenant Copy Area = 20'H x 9' W (180sf);
    - i. Tenant Panels:
      - 1. Translucent White Plexiglass Panels;
      - 2. Vinyl Graphics and Copy;
      - 3. Internal Illumination, Fluorescent; and
      - 4. Vinyl Graphics and Copy;
  - c. Tenants greater than 6,000sf can use national colors for their vinyl copy;
  - d. Tenants less than 6,000sf must use shopping center colors;
  - e. Cabinets:
    - i. Aluminum Cabinets:
      - 1. color to be determined;
      - 2. "Pyramid Village" to be routed into cabinet and backed with translucent white plexiglass; and
      - 3. Internally illuminated;

f. Base:

1. Masonry; and
2. Low growing shrubs or annuals;

4. Shopping Center Monument Signs:

- a. Size to agree with Greensboro zoning regulations;
- b. Sign letters to be aluminum, white paint;
- c. External Illumination; and
- d. Annual planting; and

5. Outparcel Signs:

- a. Ground signs to comply with Greensboro zoning regulations and Wal-Mart ECR;  
and
- b. Wall signs to comply with Greensboro zoning regulations and Wal-Mart ECR;
- c. One ground sign per outparcel. Maximum area is 50sf and maximum height is 6ft;  
and
- d. Wall sign area to be 50sf minimum area or 10 percent of wall area.



## EXHIBIT H

### USE RESTRICTIONS

Landlord has granted exclusive use rights to other tenants and/or owners in the Shopping Center and has imposed certain prohibited uses and activities within the Shopping Center, including but not limited to the following:

- A. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No theatre, bowling alley, health spa, medical office, billiard parlor, night club or other place of recreation or amusements, or any business serving alcoholic beverages such that the sale of alcoholic beverages is more than fifty percent (50%) of its gross annual sales, shall occupy space within the Shopping Center without the prior written consent of Wal-Mart, except that a medical office or health spa may be constructed on an Outparcel. No cafeteria shall occupy space within the Shopping Center closer than three hundred fifty (350) feet from the entrance to the Wal-Mart store. An electronic game specialty store, such as EB Games as that store is currently operating and conducting business, may be constructed in the Shopping Center without Wal-Mart's permission.
- B. As long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the Wal-Mart Tract in the Shopping Center, either as owner or lessee, no space in or portion of Landlord's Tract or the Outparcels, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Landlord, shall be leased or occupied by or conveyed to any other party for use as (i) a facility dispensing gasoline or fuel from pumps, (ii) a membership warehouse club, (iii) a pharmacy, (iv) a discount department store or other discount store, as such terms are defined below, (v) a variety, general or "dollar" store that exceeds fifteen thousand (15,000) square feet of building space, (vi) a grocery store or supermarket as such terms are defined below, or (vii) as any combination of the foregoing uses. "Grocery store" and "supermarket," as those terms are used herein, shall mean a food store or a food department containing more than ten thousand (10,000) square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store," as those terms are used herein, shall mean a discount department store or discount store containing more than thirty-five thousand (35,000) square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart. Nothing contained in this section shall be construed to limit the use of all or part of Landlord's Tract as a home improvement store such as Lowe's or Home Depot, as those businesses are operating as of the date of this Lease. Additionally, nothing contained in this section shall be construed to limit the use of all or part of Landlord's Tract as a sporting goods store (including hunting and fishing stores), furniture store, electronics store (including the sale of electronic games), toy store, or department stores such as Belk, Dillard's or Kohl's, as those businesses are currently operating as of the date of this Lease.
- C. Chinese Buffet – The primary use of any in-line premises in the Shopping Center as a Chinese food restaurant, except for a Chinese food restaurant that prepares and serves food primarily for take-out, which use is not hereby prohibited.
- D. Chosen Image – The primary use of any premises in the Shopping Center for the retail sale of men's, women's, and children's "urban and hip hop" clothing, shoes, jewelry, and accessories. "Urban and hip hop" clothing, shoes, jewelry, and accessories shall be defined as clothing, shoes, jewelry, and accessories designed to replicate those fashions worn in the hip hop music industry and marketed to attract and typically sold to those people interested in hip hop music. Examples of "urban and hip hop" clothing, shoes, jewelry, and accessories include products by Rocawear, Ecko, Phat Farm, and LRG at the time of execution hereof.

- E. IHOP – No portion of the Shopping Center (other than the IHOP property) or any property owned or controlled by Landlord (or any affiliate of Landlord) located within one-half (0.5) mile of the Shopping Center may be used, leased or sold for any full service, full menu moderately priced, restaurant that does not serve alcohol and derives more than 10% of its sales from breakfast items, such as but not limited to, The Village Inn, Bob Evans, Shoney's, Denny's, Perkin's, Mimi's, Cracker Barrel, Waffle House, Huddle House, Friendly's, or a local diner/restaurant.
- F. Dots – The lease or use of any space in the Shopping Center to or by any of the following tenants: Simply Fashions, J. Silver, Gallo, Christies, Fashion Cents, Rainbow Fashions, Citi Trends, Pretty Woman, Pay/Half, Deb Shops, Rave or Melrose.
- G. Kelly Rentals – The primary use of any premises in the Shopping Center for lease-to-own furniture, appliances, and electronics.
- H. Subway – The sale, lease, or use of any property owned or controlled by Landlord within the Shopping Center to or by any entity which, as its primary use, sells or serves deli or submarine style sandwiches, provided the incidental sales (less than 15% of the tenant's menu) of deli or submarine style sandwiches shall not be prohibited.
- I. Pediatric Dentist – The primary use of any premises in the Shopping Center for the provision of dentistry services.
- J. Anna's Linens – The retail sale in more than ten percent (10%) of the tenant's sales area of blankets, bedspreads, sheets, towels, pillows, window coverings, table top and kitchen accessories and all incidental products related thereto.
- K. Cingular – The occupancy of any premises in the Shopping Center by more than 2 tenants whose primary business is the sale or service of communication products and services including, but not limited to wireless communications products and services, local and long distance products and services, cable television products and services, Internet access products and services.
- L. Shoe Show - The occupancy of any premises in the Shopping Center by a tenant whose primary business is a competitively priced family shoe store similar, but not limited to, Payless Shoe Source, Rack Room Shoes, Shoe Carnival, DSW (Designer Shoe Warehouse) and Famous Footwear.
- M. Sprint – The lease to any tenant in the Shopping Center that occupies premises less than 5,000 s.f. in size and whose primary use is the display and sale of Sprint/Nextel (or whatever company acquires or merges with Sprint/Nextel) cellular phones, accessories, and related items and services typically offered at a Sprint/Nextel (or whatever company acquires or merges with Sprint/Nextel) store. The foregoing exclusive use right shall not apply to the retailer commonly known as Radio Shack, which shall be allowed to operate at the Shopping Center. Not all of the out parcels sharing common access and/or identity with the Shopping Center are currently controlled or owned by Landlord – some are subject to negotiations and/or contracts for purchase and sale – and therefore the exclusive use right shall not apply to such out parcels. However, the exclusive use right shall apply to those Shopping Center out parcel users directly under Landlord's control.
- N. Nu-Look Fashions – The lease to any tenant in Phase I of the Shopping Center (i.e. the Developer Tract per Exhibit B hereof) whose premises are 6,000 square feet or less and whose primary use is the sale of men's and boys' urban suits and other formal dress wear and shoes, including all of its related items and services typically offered at such a store. By way of explanation and not limitation, the phrase "men's and boys' urban suits and other formal dress wear and shoes" shall mean formal clothing and/or shoes that have, or are similar in style to, brand names such as Zengara, Giorgio Brutini, Stacy Adams, Falcone, Steve Harvey, Bruno Conte, and Daniel Ellissa at the time of execution hereof.

- O. Pizza Hut -- The sale, lease, or use of any property in the Shopping Center to or by any entity which operates a pizza restaurant, which is defined as any business whose primary business is the sale of pizza or for which fifteen percent (15%) or more of its food sales is derived from the sale of pizza.
- P. That Mattress Place -- The lease to any tenant in the Shopping Center whose primary business is the sale of mattresses and bedding.
- Q. Lighthouse Seafood -- The sale, lease, or use of any property in the Shopping Center to or by any entity whose primary business is the operation of a seafood restaurant business and related services.
- R. Wendy's -- The sale, lease, or use of any property in the Shopping Center to or by any entity whose primary business is the sale of hamburgers with drive through service, pick up window service, curbside service or on-site remote order service.

Current through the Effective Date



William A. Gray  
Attorney

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January 20, 2011

**VIA UPS OVERNIGHT MAIL**

BMC Group, Inc.

**Attn: Urban Brands Claim Processing**

18750 Lake Drive East  
Chanhassen, MD 55317

RE: In re: *UBI Liquidating Corp., et al.*  
Name of Debtor: Large Apparel of North Carolina, Inc.  
**Case No. 10-13029-KJC**  
*Proof of Claim Filing for Linder Ventures IV, LLC*  
Our File/Matter No. 011633 / 068972

Dear Sir or Madame:

Enclosed please find an original and an acknowledgement copy of a proof of claim, which we are filing on behalf of Linder Ventures, IV, LLC. I ask that you file-stamp and return the acknowledgment copy to me in the self-addressed, stamped envelope also enclosed.

Please call me if you have any questions regarding the attached and/or the matter overall.

Sincerely,

A handwritten signature in black ink, appearing to read "William A. Gray".

William A. Gray

WAG:rla

Enclosures

cc: Donald D. Linder