


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Large Apparel of Georgia, Inc.		Case Number: 10-13038 (KJC)	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Culver Center Partners Georgia, LLC and Culver Center Partners Georgia - West #1 LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where notices should be sent: c/o Heather D. Brown, Esq., Kitchens Kelley Gaynes, P.C. Eleven Piedmont Center - Suite 900, 3495 Piedmont Road, NE Atlanta, Georgia 30305 Telephone number: (404) 237-4100		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JAN 21 2011 BMC GROUP </div>	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Telephone number:			
1. Amount of Claim as of Date Case Filed: \$ <u>10,389.11</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ _____	
2. Basis for Claim: <u>Lease</u> (See instruction #2 on reverse side.)			
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
Date: 01/20/2011		Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. /s/ Heather D. Brown, Esq., Counsel for Creditor <i>Heather D. Brown</i>	
		FOR COURT USE ONLY Urban Brands  00598	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

LARGE APPAREL OF GEORGIA, INC.,
Debtor.

Chapter 11

Case No. 10-13038 (KJC)

EXHIBIT TO PROOF OF CLAIM OF
CULVER CENTER PARTNERS GEORGIA, LLC AND
CULVER CENTER PARTNERS GEORGIA - WEST #1 LLC
FOR STORE NUMBER 366 - ATLANTA, GEORGIA

Pre-petition Balance*: \$ 10,389.11

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

TOTAL UNSECURED CLAIM \$ 10,389.11

*Landlord reserves the right to seek recovery of rent and charges due for September 21, 2010 through September 30, 2010, totaling \$2,490.33, as an administrative priority claim.

Bldg/Lease	Date	Category	SR Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
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241-001504 Large Apparel of Georgia
 Balance Forward
 Master Occp Id: 00001463-1
 0.00

241	001504	2/1/2009	RNT Base Rent	CH Beginning Balance	11,529.30				
241	001504	3/1/2009	CAM Common Area Maintenan	CH AUTOCHRG	966.95		11,529.30	004808	
241	001504	3/1/2009	RNT Base Rent	CH AUTOCHRG	6,000.00		12,496.25	004808	
241	001504	4/1/2009	CAM Common Area Maintenan	CH AUTOCHRG	966.95		18,496.25	004808	
241	001504	4/1/2009	RNT Base Rent	CH AUTOCHRG	6,000.00		19,463.20	004808	
241	001504	4/4/2009	HVC HVAC Maintenance	CH HVAC- 1st Quarter E	85.18		25,463.20	004808	
241	001504	4/4/2009	PYC Prior Year CAM	CH 2008 CAM Reconcili	2,017.13		25,548.38	004808	
241	001504	5/1/2009	PYT Prior Year TAX	CH 2008 Tax Reconcilia	1,335.75		27,565.51	004808	
241	001504	5/1/2009	CAM Common Area Maintenan	CH AUTOCHRG	966.95		28,901.26	004808	
241	001504	5/1/2009	RNT Base Rent	CH AUTOCHRG	6,000.00		29,868.21	004808	
241	001504	5/14/2009	HVC HVAC Maintenance	CH 2nd Quarter HVAC M	84.16		35,868.21	004808	
241	001504	6/1/2009	CAM Common Area Maintenan	CH AUTOCHRG	966.95		35,952.37	004808	
241	001504	6/1/2009	RNT Base Rent	CH AUTOCHRG	6,000.00		36,919.32	004808	
241	001504	6/1/2009	RNT Base Rent	CR Receipt		11,529.30	35,952.37	004808	LOC
241	001504	6/1/2009	RNT Base Rent	CR Receipt		41,952.37	41,952.37	004808	LOC
241	001504	6/1/2009	RNT Base Rent	CR Receipt		6,000.00	30,423.07	004808	LOC
241	001504	6/1/2009	RNT Base Rent	CR Receipt		2,404.60	24,423.07	004808	LOC
241	001504	6/9/2009	CAM Common Area Maintenan	CR Receipt	966.95		22,018.47	004808	LOC
241	001504	6/9/2009	CAM Common Area Maintenan	CR Receipt	966.95		21,051.52	004808	LOC
241	001504	6/9/2009	HVC HVAC Maintenance	CR Receipt	84.16		20,084.57	004808	LOC
241	001504	6/9/2009	HVC HVAC Maintenance	CR Receipt	85.18		20,000.41	004808	LOC
241	001504	6/9/2009	PYC Prior Year CAM	CR Receipt	2,017.13		18,915.23	004808	LOC
241	001504	6/9/2009	PYT Prior Year TAX	CR Receipt	218.13		17,898.10	004808	LOC
241	001504	6/9/2009	RNT Base Rent	CR Receipt	3,595.40		17,679.97	004808	LOC
241	001504	6/9/2009	RNT Base Rent	CR Receipt	6,000.00		14,084.57	004808	LOC
241	001504	7/1/2009	CAM Common Area Maintenan	CH AUTOCHRG	966.95		8,084.57	004808	LOC
241	001504	7/1/2009	RNT Base Rent	CH AUTOCHRG	6,000.00		9,051.52	004808	LOC
241	001504	7/1/2009	LEG Legal Fees	CH Billback Legal Fees	535.00		15,051.52	004808	LOC
241	001504	7/13/2009	CAM Common Area Maintenan	CR Receipt	966.95		14,619.57	004808	LOC
241	001504	7/13/2009	RNT Base Rent	CR Receipt	6,000.00		8,619.57	004808	LOC
241	001504	8/1/2009	CAM Common Area Maintenan	CH AUTOCHRG	966.95		9,586.52	004808	LOC
241	001504	8/1/2009	RNT Base Rent	CH AUTOCHRG	6,000.00		15,586.52	004808	LOC
241	001504	8/3/2009	CAM Common Area Maintenan	CR Receipt	966.95		14,619.57	004808	LOC

Database: SRA
BLDG: 241

Occupancy Status: Current New

CM Receivables Ledger
Main Database
Old National Town Center
12/07 Through 10/10
Security Deposit Ending Balance through 10/10

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Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
241 001504	8/3/2009	RNT Base Rent	CR	Receipt		6,000.00	8,619.57	332455		LOC
241 001504	8/14/2009	HVC HVAC Maintenance	CH	3rd Quarter HVAC C	84.16		8,703.73			
241 001504	9/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		9,670.68			
241 001504	9/1/2009	RNT Base Rent	CH	AUTOCHRG	6,000.00		15,670.68			
241 001504	10/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		16,637.63			
241 001504	10/1/2009	RNT Base Rent	CH	AUTOCHRG	6,000.00		22,637.63			
241 001504	11/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		23,604.58			
241 001504	11/1/2009	RNT - Base Rent	CH	AUTOCHRG	6,000.00		29,604.58			
241 001504	11/20/2009	HVC HVAC Maintenance	CH	4th qtr hvac	84.16		29,688.74			
241 001504	11/30/2009	CAM Common Area Maintenan	CR	Receipt		966.95	28,721.79	335949		LOC
241 001504	11/30/2009	CAM Common Area Maintenan	CR	Receipt		966.95	27,754.84	335949		LOC
241 001504	11/30/2009	CAM Common Area Maintenan	CR	Receipt		966.95	26,787.89	336153		LOC
241 001504	11/30/2009	LAT Late Fee	CH	September late fee	285.06		27,072.95			
241 001504	11/30/2009	LAT Late Fee	CH	October late fee	393.84		27,466.79			
241 001504	11/30/2009	LAT Late Fee	CH	November late fee	504.25		27,971.04			
241 001504	11/30/2009	RNT Base Rent	CR	Receipt		6,000.00	21,971.04	336153		LOC
241 001504	11/30/2009	RNT Base Rent	CR	Receipt		6,000.00	15,971.04	335949		LOC
241 001504	11/30/2009	RNT Base Rent	CR	Receipt		6,000.00	9,971.04	335949		LOC
241 001504	12/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		10,937.99			
241 001504	12/1/2009	RNT Base Rent	CH	AUTOCHRG	6,000.00		16,937.99			
241 001504	12/29/2009	LAT Late Fee	CH	Late Fee December	304.07		17,242.06			
241 001504	1/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		18,209.01			
241 001504	1/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		24,209.01			
241 001504	2/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	1,061.00		25,270.01			
241 001504	2/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		31,270.01			
241 001504	2/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		31,680.01			
241 001504	2/4/2010	HVC HVAC Maintenance	CH	1st Qtr HVAC	40.00		31,720.01			
241 001504	2/4/2010	LEG Legal Fees	CH	rebill of Kelley et al k	381.40		32,101.41			
241 001504	2/26/2010	CAM Common Area Maintenan	CR	Receipt		966.95	31,134.46	339009		LOC
241 001504	2/26/2010	RNT Base Rent	CR	Receipt		6,000.00	25,134.46	339009		LOC
241 001504	3/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	1,061.00		26,195.46			
241 001504	3/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		32,195.46			
241 001504	3/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		32,605.46			
241 001504	3/11/2010	CAM Common Area Maintenan	CR	Receipt		966.95	31,638.51	4555		LOC
241 001504	3/11/2010	CAM Common Area Maintenan	CR	Receipt		966.95	30,671.56	4555		LOC
241 001504	3/11/2010	CAM Common Area Maintenan	CR	Receipt		1,061.00	29,610.56	4555		LOC
241 001504	3/11/2010	CAM Common Area Maintenan	CR	Receipt		1,061.00	28,549.56	4555		LOC
241 001504	3/11/2010	HVC HVAC Maintenance	CR	Receipt		40.00	28,509.56	4555		LOC
241 001504	3/11/2010	HVC HVAC Maintenance	CR	Receipt		84.16	28,425.40	4555		LOC

Database: SRA
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CM Receivables Ledger
Main Database
Old National Town Center
12/07 Through 10/10
Security Deposit Ending Balance through 10/10

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Bldg/Lease	Date	Category	SR Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
241 001504	3/11/2010	HVC HVAC Maintenance	CR Receipt		84.16	28,341.24	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		393.84	27,947.40	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		504.25	27,443.15	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		285.06	27,158.09	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		304.07	26,854.02	4555		LOC
241 001504	3/11/2010	LEG Legal Fees	CR Receipt		535.00	26,319.02	4555		LOC
241 001504	3/11/2010	LEG Legal Fees	CR Receipt		381.40	25,937.62	4555		LOC
241 001504	3/11/2010	PPR Prepaid Rent	CR overpayment		2,525.35	23,412.27	4555		LOC
241 001504	3/11/2010	PPR Prior Year TAX	CR Receipt		1,117.62	22,294.65	4555	004808	LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	16,294.65	4555		LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	10,294.65	4555		LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	4,294.65	4555		LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	-1,705.35	4555		LOC
241 001504	3/11/2010	TAX Real Estate Tax	CR Receipt		410.00	-2,115.35	4555		LOC
241 001504	3/11/2010	TAX Real Estate Tax	CR Receipt		410.00	-2,525.35	4555		LOC
241 001504	3/23/2010	LAT Late Fee	NC adjustment per BA		416.51	-2,941.86			
241 001504	3/23/2010	LEG Legal Fees	CH legal counsel coll pat	2,941.86		0.00			
241 001504	3/26/2010	PPR Prepaid Rent	CR march overpayment		400.00	-400.00	340001		LOC
241 001504	4/1/2010	CAM Common Area Maintenan	CH AUTOCHRG	1,061.00		661.00			
241 001504	4/1/2010	HVC HVAC Maintenance	CH AUTOCHRG	216.00		877.00			
241 001504	4/1/2010	RNT Base Rent	CH AUTOCHRG	6,000.00		6,877.00			
241 001504	4/1/2010	TAX Real Estate Tax	CH AUTOCHRG	410.00		7,287.00			
241 001504	4/12/2010	CAM Common Area Maintenan	CR CreditApply		1,061.00	6,226.00	4555		APL
241 001504	4/12/2010	HVC HVAC Maintenance	CR CreditApply		216.00	6,010.00	4555		APL
241 001504	4/12/2010	LAT Late Fee	PR CreditApply	416.51		6,426.51			
241 001504	4/12/2010	LEG Legal Fees	CR CreditApply		416.51	6,010.00			APL
241 001504	4/12/2010	LEG Legal Fees	CR CreditApply		400.00	5,610.00	340001		APL
241 001504	4/12/2010	LEG Legal Fees	CR CreditApply		838.35	4,771.65	4555		APL
241 001504	4/12/2010	PPR Prepaid Rent	PR CreditApply	400.00		5,171.65	340001		
241 001504	4/12/2010	PPR Prepaid Rent	PR CreditApply	2,525.35		7,697.00	4555		
241 001504	4/12/2010	TAX Real Estate Tax	CR CreditApply		410.00	7,287.00	4555		APL
241 001504	5/1/2010	CAM Common Area Maintenan	CH AUTOCHRG	1,061.00		8,348.00			
241 001504	5/1/2010	RNT Base Rent	CH AUTOCHRG	6,000.00		14,348.00			
241 001504	5/1/2010	TAX Real Estate Tax	CH AUTOCHRG	410.00		14,758.00			
241 001504	5/7/2010	LEG Legal Fees	CR Receipt		1,287.00	13,471.00	341274		LOC
241 001504	5/7/2010	RNT Base Rent	CR Receipt		6,000.00	7,471.00	341274		LOC
241 001504	5/7/2010	TAX Real Estate Tax	CR Receipt		184.00	7,287.00	341274		LOC
241 001504	6/1/2010	CAM Common Area Maintenan	CH AUTOCHRG	1,061.00		8,348.00			
241 001504	6/1/2010	RNT Base Rent	CH AUTOCHRG	6,000.00		14,348.00			

Database: SRA
BLDG: 241

Occupancy Status: Current New

CM Receivables Ledger
Main Database
Old National Town Center
12/07 Through 10/10
Security Deposit Ending Balance through 10/10

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Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Receipt Invoice	Receipt Type
241 001504	6/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		14,758.00			
241 001504	6/16/2010	LEG Legal Fees	CH	Kitchens inv#98858	1,313.40		16,071.40			
241 001504	6/22/2010	CAM Common Area Maintenar	CR	Receipt		1,061.00	15,010.40	342767		LOC
241 001504	6/22/2010	CAM Common Area Maintenar	CR	Receipt		1,061.00	13,949.40	342767		LOC
241 001504	6/22/2010	LEG Legal Fees	CR	Receipt		184.00	13,765.40	342767		LOC
241 001504	6/22/2010	RNT Base Rent	CR	Receipt		6,000.00	7,765.40	342767		LOC
241 001504	6/22/2010	RNT Base Rent	CR	Receipt		6,000.00	1,765.40	342767		LOC
241 001504	6/22/2010	TAX Real Estate Tax	CR	Receipt		226.00	1,539.40	342767		LOC
241 001504	6/22/2010	TAX Real Estate Tax	CR	Receipt		410.00	1,129.40	342767		LOC
241 001504	7/1/2010	CAM Common Area Maintenar	CH	AUTOCHRG	1,061.00		2,190.40			
241 001504	7/1/2010	HVC HVAC Maintenance	CH	AUTOCHRG	40.00		2,230.40			
241 001504	7/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		8,230.40			
241 001504	7/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		8,640.40			
241 001504	7/21/2010	LAT Late Fee	CH	May late fee adjustm	300.53		8,940.93			
241 001504	7/21/2010	LAT Late Fee	CH	June late fee adjustm	186.32		9,127.25			
241 001504	7/21/2010	LAT Late Fee	CH	July late fee adjustm	75.79		9,203.04			
241 001504	8/1/2010	CAM Common Area Maintenar	CH	AUTOCHRG	1,061.00		10,264.04			
241 001504	8/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		16,264.04			
241 001504	8/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		16,674.04			
241 001504	8/4/2010	LEG Legal Fees	CH	Kitchens inv#97994	1,378.14		18,052.18			
241 001504	8/25/2010	CAM Common Area Maintenar	CR	Receipt		1,061.00	16,991.18	344509		LOC
241 001504	8/25/2010	CAM Common Area Maintenar	CR	Receipt		1,061.00	15,930.18	344509		LOC
241 001504	8/25/2010	HVC HVAC Maintenance	CR	Receipt		40.00	15,890.18	344509		LOC
241 001504	8/25/2010	LAT Late Fee	CR	Receipt		75.79	15,814.39	344509		LOC
241 001504	8/25/2010	LAT Late Fee	CR	Receipt		76.28	15,738.11	344509		LOC
241 001504	8/25/2010	RNT Base Rent	CR	Receipt		6,000.00	9,738.11	344509		LOC
241 001504	8/25/2010	RNT Base Rent	CR	Receipt		6,000.00	3,738.11	344509		LOC
241 001504	8/25/2010	TAX Real Estate Tax	CR	Receipt		410.00	3,328.11	344509		LOC
241 001504	8/25/2010	TAX Real Estate Tax	CR	Receipt		410.00	2,918.11	344509		LOC
241 001504	9/1/2010	CAM Common Area Maintenar	CH	AUTOCHRG	1,061.00		3,979.11			
241 001504	9/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		9,979.11			
241 001504	9/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		10,389.11			
241 001504	10/1/2010	CAM Common Area Maintenar	CH	AUTOCHRG	1,061.00		11,450.11			
241 001504	10/1/2010	HVC HVAC Maintenance	CH	AUTOCHRG	40.00		11,490.11			
241 001504	10/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		17,490.11			
241 001504	10/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		17,900.11			

**ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AGREEMENT**

THIS ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AGREEMENT ("Assignment") is made and entered into on the 13 day of February, 2009, by and between **DBSI, INC.**, an Idaho corporation, having a mailing address of 1246 W. Explorer Drive, Suite 220, Boise, ID 83713, and/or certain of its affiliated entities (collectively, with DBSI, Inc., "Assignor"), and **CULVER CENTER PARTNERS GEORGIA LLC** and **CULVER CENTER PARTNERS GEORGIA - WEST #1 LLC**, both Delaware limited liability companies ("Assignee"). If there is hereafter more than one party liable as Assignee, the obligations hereunder imposed shall be joint and several.

WHEREAS, Assignor entered into certain executory contracts (as amended from time-to-time, the "Executory Contracts"), listed on Exhibit A annexed hereto, with certain non-debtor counterparties (the "Counterparties"); and

WHEREAS, Assignor and Assignee are parties to that certain Assumption and Assignment of Subleases Agreement Option (B) (the "Lease Assignment Agreement") dated February _____, 2009; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, interest and obligations as a party to the Executory Contracts, provided Assignee agrees to assume all obligations of Assignor under the Executory Contracts; and

WHEREAS, Assignee is willing to assume all responsibilities and obligations of Assignor under the Executory Contracts.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and promises set forth herein, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby transfers, assigns and conveys unto Assignee pursuant to sections 363 and 365 of the Bankruptcy Code all of Assignor's right, title and interest as a party to the Executory Contracts, including the Assignor's interest in any leased personal property or equipment covered by the Executory Contracts, as of the Effective Date (as defined below). The assignment of the Executory Contracts is subject to in all respects to any perfected, valid liens against the leased personal property or equipment covered by the Executory Contracts.

2. **ASSUMPTION.** As of the Effective Date, Assignee hereby assumes and agrees to perform all duties, responsibilities, agreements, covenants and obligations of Assignor under the Executory Contracts.

3. **ASSIGNEE INDEMNIFICATION.** Assignee (its successors and assigns) hereby covenants and agrees to protect, to indemnify and to hold harmless the Debtors from and against all direct or indirect liability and loss of whatsoever nature, including, but not limited to, any claims, losses, liabilities, demands, judgments, executions, damages and awards (including

court costs and reasonable attorneys' fees), regardless of whether such liability or obligation is expressed or implied, absolute or contingent, liquidated or unliquidated, known or unknown, accrued, due or to become due in conjunction with the non-performance or performance of any obligations, liabilities and responsibilities under the Executory Contracts, from and after the Effective Date. Assignee shall defend any claims against Assignor and hold Assignor harmless and shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Assignor as a result of the foregoing indemnity resulting from acts or omissions from and after the Effective Date, and the Debtors shall have a right of offset, recoupment and the like with respect to any claims the Assignee may retain against the Debtors.

4. EFFECTIVE DATE. Subject to approval of the Bankruptcy Court, the Effective Date of this Assignment shall be January 30, 2009 at which time Assignee shall assume all of Assignor's obligations under the Executory Contracts.

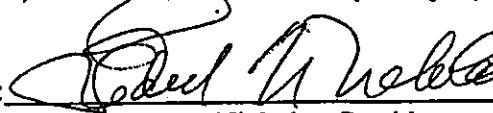
5. GOVERNING LAW. This Assignment shall be governed by and construed in accordance with the laws of the State that govern the terms of the Executory Contracts.

6. OBLIGATION TO CURE. Assignee expressly acknowledges and agrees that any and all defaults under the Executory Contracts, and each of them, required to be satisfied and cured pursuant to the Bankruptcy Code, including but not limited to section 365(b), shall, within fifteen (15) days of the date of entry of a Court order approving this Assignment, be paid or otherwise satisfied in full by the Assignee.

7. COPIES OF EXECUTORY CONTRACTS. Within ten (10) days after the date of this Assignment, Assignor shall furnish to Assignee true, complete and legible copies of all Executory Contracts.


ASSIGNEE:

**CULVER CENTER PARTNERS GEORGIA
LLC, a Delaware limited liability company**

By:  (SEAL)
Frederick M. Nicholas, President

and

**CULVER CENTER PARTNERS GEORGIA -
WEST #1 LLC,
a Delaware limited liability company**

By:  (SEAL)
Frederick M. Nicholas, President

ASSIGNOR:

DBSI, INC.,
an Idaho corporation

By: 

Printed Name: Douglas L. Swenson

Its: President

FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** (this "Amendment") made this 10th day of November, 2005, by and between **HENDON OLD NATIONAL, LLC**, a Georgia limited liability company (hereinafter referred to as "Landlord") and **LARGE APPAREL OF GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated April 13, 2005, (the "Lease") wherein Landlord leased to Tenant and Tenant leased from Landlord the "Premises" as more particularly described in the Lease, consisting of approximately 4,000 square feet of space in the Old National Town Center, Fulton County, Georgia; and

WHEREAS, the parties hereto desire to amend the Lease as hereinafter set forth.

NOW THEREFORE, in consideration of the provisions and covenants contained herein and in the Lease, the parties hereto agree as follows:

1. All terms not defined herein shall have the same meaning ascribed to them in the Lease, unless otherwise specifically provided herein.
2. The first two sentences of Section 2.03 of the Lease are hereby deleted and the following inserted in lieu thereof:

"The delivery of possession date is estimated to be November 15, 2006, and shall be confirmed by Landlord, or Landlord's supervising architect, by written notice to Tenant not less than thirty (30) days before delivery of possession of the Premises to Tenant. Should Landlord fail to deliver the Premises with Landlord's Work substantially complete on or before February 28, 2007 (subject to unforeseen delays or other such *force majeure* events), Tenant shall have the right, in its sole discretion, to terminate this Lease upon written notice to Landlord provided such notice is given to Landlord prior to March 15, 2007 and prior to Landlord's delivery of the Premises to Tenant."

3. Except as modified and amended hereby, the Lease has not been modified or amended, is hereby ratified and confirmed by Landlord and Tenant and is hereby declared by Landlord and Tenant to be in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Facsimile signatures shall be deemed to be originals thereof for all purposes hereunder. This Amendment is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Amendment has been executed as a sealed instrument as of the day and year first above written.

LANDLORD:

HENDON OLD NATIONAL, LLC, a Georgia limited liability company

By: 

J. Charles Hendon, Jr., Manager

Date of signing: 11/10/05

TENANT:

LARGE APPAREL OF GEORGIA, INC., a Georgia corporation

By: 

Name: Ethan Shapiro

Title: President

Date of signing: 11/2/05

GUARANTOR:

URBAN BRANDS, INC., a Delaware corporation

By: 

Name: Ethan Shapiro

Title: President

Date of signing: 11/2/05

LEASE

BY AND BETWEEN

**HENDON OLD NATIONAL, LLC
A GEORGIA LIMITED LIABILITY COMPANY**

AND

**LARGE APPAREL OF GEORGIA, INC.
A GEORGIA CORPORATION**

***LOCATION: OLD NATIONAL TOWN CENTER
FULTON COUNTY, GEORGIA***

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ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.01 - Summary of the Basic Lease Provisions

(A) DATE OF LEASE AND SIGNING BY LANDLORD: April 13, 2004

(B) NAME AND ADDRESS OF LANDLORD:

HENDON OLD NATIONAL, LLC
C/O HENDON PROPERTIES
TWO LIVE OAK CENTER
3445 PEACHTREE ROAD, SUITE 465
ATLANTA, GEORGIA 30326
ATTN: J. CHARLES HENDON, JR.

(C) NAME AND ADDRESS OF TENANT:

LARGE APPAREL OF GEORGIA, INC.
C/O URBAN BRANDS, INC.
100 METRO WAY
SECAUCUS, NJ 07094

(D) PERMITTED USE: Solely for the retail sale of plus sized women's apparel and accessories, and the retail sale of women's shoes and gift items on an incidental basis, and subject to the Exclusive Rights of other tenants in the Shopping Center as set forth on *Exhibit "E"* attached hereto. Other than the foregoing, the Premises shall be used for no other purpose.

(E) TENANT'S TRADE NAME: Ashley Stewart

(F) SHOPPING CENTER: The land depicted on *Exhibit "A"* attached hereto and incorporated by reference herein, together with all buildings and other improvements constructed or to be constructed thereon, together with all rights, privileges, easements, and appurtenances pertaining thereto and shall include the property owned by Wal-Mart (the "Wal-Mart Tract") as outlined on *Exhibit "A"*, and shall exclude the Outlots as shown on *Exhibit "A"*. The Shopping Center is located at the southeast corner of Flat Shoals Road and Old National Highway, College Park, Fulton County, Georgia, commonly known as *Old National Town Center*.

(G) THE PREMISES: That portion of the Shopping Center crosshatched on the "Site Plan" attached hereto as *Exhibit "A"* and made a part hereof; said Premises containing approximately 4,000 square feet.

(H) COMMENCEMENT DATE: The Lease Term begins on the earlier to occur of the date upon which Tenant opens for business in the Premises or the date that is ninety (90) days after notice by Landlord that the Premises is available to Tenant ready for Tenant's Work; however, Tenant shall comply with the terms hereof from and after the date hereof. Landlord shall give Tenant fifteen (15) days notice of the date the Premises shall be available to Tenant ready for Tenant's Work. Tenant covenants to open for business within ninety (90) days from the date of delivery of the Premises to Tenant ready for Tenant's Work.

(I) LEASE YEAR: Each twelve (12) month anniversary of the term commencing on the Commencement Date. However, if the Commencement Date does not occur on the first day of a calendar month, the first Lease Year hereunder shall include the remainder of the month during which the Commencement Date occurs, plus the twelve (12) month period immediately succeeding the month during which Commencement Date occurred and each Lease Year thereafter shall be the consecutive twelve (12) month period commencing on each anniversary of the first day of the full month immediately subsequent to the month during which the Commencement Date occurred.

(J) LEASE TERM AND EXTENSION RIGHTS: Approximately five (5) Lease Years beginning on the Commencement Date and expiring on the first to occur of January 31st or July 31st next following the fifth (5th) anniversary of the Commencement Date. Provided Tenant is not in default beyond any applicable cure periods, Tenant shall have the right to extend the original term of this Lease for two (2) additional periods of five (5) years each upon written notice to Landlord at least one (1) year in advance of the expiration of the original term, or then current renewal term, as the case may be.

(K) HANDBOOK OF TENANT INFORMATION: The Handbook of Tenant Information (the "Handbook") attached hereto as *Exhibit "B"* and incorporated by reference herein contains provisions regarding Tenant's occupancy. The contents of the Handbook are subject to change at Landlord's reasonable discretion.

(L) LANDLORD'S WORK: That construction work to be substantially completed by Landlord prior to delivering the Premises to Tenant, a description of which is contained in the Handbook. The Premises shall be delivered in an "AS IS" condition unless stated to the contrary in the Handbook.

(M) TENANT'S WORK: All construction work other than Landlord's Work which is required to complete the Premises to a finished condition ready for the conduct of Tenant's business. Tenant's Work shall be performed in a good and workmanlike manner in conformity with all governmental codes, statutes, rules and regulations. All Tenant's Work shall be performed by a duly licensed and insured contractor who meets the criteria set forth in the Handbook.

Provided Tenant is not then in default, Landlord will contribute towards the cost of Tenant's Work a Construction Allowance in the amount of SIXTY THOUSAND and NO/100ths DOLLARS (\$60,000.00) (calculated based on FIFTEEN and NO/100 DOLLARS (\$15.00) per square foot of floor area contained within the Premises); provided that in no event shall the

Construction Allowance exceed the actual cost of Tenant's Work. The Construction Allowance shall be paid to Tenant within forty-five (45) days after the date which is the later of the date: (1) Tenant is open for business to the public in the Premises as a typical Ashley Stewart store; (2) Tenant pays its first monthly installment of Minimum Rent; (3) Tenant furnishes to Landlord properly executed final lien waivers from all of the contractors performing Tenant's Work; (4) Tenant furnishes to Landlord evidence of the total amount spent by Tenant for Tenant's Work; and (5) Tenant provides Landlord with a copy of the final Certificate of Occupancy. In the event Landlord incurs costs as a result of Tenant's failure to comply with the terms of this Lease and provided Tenant has failed to reimburse Landlord as otherwise set forth herein, Landlord may reduce the amount of the Construction Allowance otherwise payable to Tenant by the amount of such costs.

In the event Tenant subsequently defaults in any of its obligations under the Lease and (if applicable) fails to timely cure such default and in the event, pursuant to such default, Landlord terminates this Lease, Tenant shall immediately reimburse Landlord the unamortized (per month, straight line basis) portion of the foregoing allowance paid to Tenant, such amortization to be over the original Term of this Lease.

(N) MINIMUM RENT: The sum due and payable each Lease Year as defined in 1.01(I) and calendar month during the Lease Term, subject to adjustment as provided in Section 3.01, is:

<u>LEASE YEARS</u>	<u>\$ PER SQ.FT PER ANNUM</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY MINIMUM RENT</u>
1-5	\$18.00	\$72,000.00	\$6,000.00
1 st Extension Term 6-10	\$19.80	\$79,200.00	\$6,600.00
2 nd Extension Term 11-15	\$21.78	\$87,120.00	\$7,260.00

(O) PREPAID RENT: NONE

(P) SECURITY DEPOSIT: NONE

(Q) PERCENTAGE RENT RATE: Four Percent (4%)

(R) PERCENTAGE RENT BREAKPOINT: The Percentage Rent Breakpoint for each Lease Year shall be equal to the quotient derived when the amount of Annual Fixed Minimum Rent for such Lease Year is divided by the Percentage Rent Rate. The Percentage Rent Breakpoint shall be proportionately reduced and/or increased for any partial Lease Year and in accordance with the provisions of Sections 9.01 and 10.01.

(S) COOPERATING BROKER: The Shopping Center Group, LLC

(T) **UNDERLYING DOCUMENTS:** The terms and conditions of this Lease and the rights of the parties hereto are subject to matters of public record, public or private restrictions affecting Landlord or the Shopping Center and all applicable governmental rules and regulations, including, but not limited to the Easements with Covenants and Restrictions Affecting Land between Wal-Mart Stores East, LP and Hendon Old National, LLC, dated _____, 2005, and recorded at Deed Book _____, Page _____, Fulton County, Georgia Records, as amended from time to time (the "ECR"), and the Old National Highway Overlay District zoning conditions adopted by the Fulton County Board of Commissions on August 21, 1996, as amended from time to time, a copy of which is attached hereto as *Exhibit "F"* (the "Overlay District").

Section 1.02 - Significance of Basic Lease Information

All of the provisions, covenants and conditions set forth in the remainder of this Lease and all exhibits and attachments hereto are by this reference incorporated into this Article 1 as if the same were set forth at length in Article 1. Each reference in the remainder of the Lease and exhibits and other attachments to any provisions in Article 1 will be construed to incorporate all of the terms provided under this provision. In the event of any conflict between a provision in Article 1 and the remainder of this Lease or exhibits or other attachments, the latter will control.

ARTICLE 2

LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01 - Demise

In consideration of the Rent, covenants and agreements contained in this Lease, Landlord leases the Premises to Tenant, and Tenant hereby rents it, so that Tenant shall continuously operate its business in accordance with the Permitted Use without creating any nuisances and, subject only to the Lease terms and conditions, matters of public record, public or private restrictions affecting Landlord or the Shopping Center and all applicable governmental rules and regulations. The Premises includes only the interior improvements specifically granted and as to the Premises Landlord may take whatever reasonable actions are necessary to fulfill its obligations hereunder and while doing so shall take reasonable efforts not to adversely interfere with Tenant's operations. Upon the completion of construction of the Premises, Landlord shall cause its architect to measure the actual square footage of gross leasable area contained within the Premises. If the square footage as measured differs from that set forth herein, Landlord and Tenant shall enter into an amendment to this Agreement confirming the actual square footage of the Premises as constructed. Landlord's architect shall certify the measurement of the Premises to Tenant, which measurement shall be binding unless Tenant disputes said measurement within ten (10) days of receipt from Landlord's architect, or unless the Premises is expanded or contracted as a consequence of a separate agreement during the Lease Term. If the actual measurement differs from that referenced above, all charges or other amounts based upon square footage shall be adjusted accordingly. In the event of a dispute, an independent architect shall be selected, whose decision shall be binding.

Section 2.02 - Use of Common Areas

Tenant may use the Common Areas with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations contained in the Handbook. "Common Areas" mean all facilities outside of any premises furnished by Landlord for the non-exclusive use of the occupants of the Shopping Center, their officers, agents, employees and customers. The Common Areas shall be solely controlled by Landlord. Landlord may alter the size, scope and configuration of the Shopping Center and any portion(s) of the Common Areas, including, the construction of other buildings or improvements in the Shopping Center and the construction of parking facilities, provided only that the size, access and location of the Premises shall not be materially, adversely impaired. Landlord shall provide ground-level parking for the Shopping Center which meets or exceeds a parking ratio of the greater of: (i) the ratio required by applicable law, and (ii) four (4) parking spaces per 1,000 square feet of the gross leasable area within the Shopping Center.

Section 2.03 - Construction/Possession

The delivery of possession date is estimated to be March 31, 2006, and shall be confirmed by Landlord, or Landlord's supervising architect, by written notice to Tenant not less than thirty (30) days before delivery of possession of the Premises to Tenant. Should Landlord fail to deliver the Premises with Landlord's Work substantially complete on or before May 31, 2006 (subject to unforeseen delays or other such *force majeure* events), Tenant shall have the right, in its sole discretion, to terminate this Lease upon written notice to Landlord provided such notice is given to Landlord prior to June 15, 2006 and prior to Landlord's delivery of the Premises to Tenant. Landlord's delivery to Tenant of the Premises for the commencement of Tenant's Work establishes acceptance of the Premises by Tenant in satisfactory condition and in full compliance with all of Landlord's covenants and obligations. Tenant shall accept possession upon substantial completion of Landlord's Work in accordance with the Handbook. No representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives except as provided in this Lease. No representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Shopping Center or that Tenant has any product exclusive unless stated herein to the contrary. Tenant shall, at Tenant's sole cost and expense, perform Tenant's Work in accordance with the Handbook and shall install such first class stock, fixtures and equipment and perform such other work as shall be necessary to prepare the Premises for the opening and continuous operation of business. Tenant shall pay for temporary utilities from the date when the Premises is made available to Tenant for Tenant's Work (or from the date when Tenant commences to perform its Tenant's Work, if earlier) until the Commencement Date.

Section 2.04 - Quiet Enjoyment

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations, Tenant, subject to the provisions hereof, shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without interference by Landlord.

Section 2.05 - Statement of Lease Term

Upon Landlord's request, Tenant shall execute and deliver a written statement specifying the Commencement Date and the expiration date of the Lease Term.

Section 2.06 - Prohibited Uses

Tenant's use of the Premises shall be limited to the use specified in Section 1.01. Tenant shall not change such use without Landlord's consent, and in no event shall Tenant use the Premises or any portion thereof for any of the purposes set forth on *Exhibit C* attached hereto.

Section 2.07 - Continuous Use

As a material inducement to Landlord entering into this Lease, Tenant covenants to: (i) operate in the Premises only under the Trade Name in Section 1.01, (ii) open for business to the public within ninety (90) days from the date of delivery of the Premises to Tenant, and (iii) continuously use, occupy and operate the whole of the Premises for the retail sale of its goods and services in accordance with its Permitted Use during minimum business hours of 10:00 am through 6:00 pm. for one (1) year from the date Tenant initially opens for business (the "Operating Covenant Period"). Following the Operating Covenant Period, Tenant shall have the right to "go dark" (i.e. Tenant shall not be obligated to maintain the Premises open for business to the public or otherwise operate Tenant's business in the Premises), which right shall be exercised by Tenant giving Landlord written notice stating the date of the actual or intended discontinuance of use or operation. Thereafter, Landlord shall have the right to terminate this Lease by giving written notice (the "Termination Notice") to Tenant, which termination shall become effective thirty (30) days after Tenant's receipt of the Termination Notice. In the event of a termination hereunder, the parties hereto shall be released from all further liability or obligations under this Lease accruing subsequent to the termination date. During any period after the Operating Covenant Period in which Tenant does operate its business in the Premises, Tenant shall be open for business to the public during those days and hours that are required by this Lease so long as at least seventy percent (70%) of the other tenants in the Shopping Center (excluding the Wal-Mart Parcel) are required to remain open during the same days and hours. Notwithstanding anything in this Lease to the contrary, Tenant shall not be obligated to open for business in the Premises until Wal-Mart is open for business on the Wal-Mart Parcel. In the event Tenant elects to open for business in the Premises prior to Wal-Mart opening its store to the public, Minimum Rent and all other amounts due under this Lease shall commence upon the date Tenant opens for business.

Section 2.08- Competition

During the Term of this Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center primarily for the sale of plus sized women's apparel. If at any time during the Term while Tenant is open for business and not in default under this Lease Landlord violates the foregoing, Tenant may pay an amount equal to fifty percent (50%) of the Minimum Rent and Tenant's Share of Operating Costs until the violation ceases, at which time Tenant shall resume payment of the full amount of Minimum Rent and Tenant's Share of

Operating Costs. In the event that Tenant has paid reduced Minimum Rent and Tenant's Share of Operating Costs for six (6) months, then Tenant shall elect to either (a) terminate this Lease upon thirty (30) days' notice given to Landlord within thirty (30) days after the expiration of such 6-month period, or (b) immediately commence the full payment of Minimum Rent and Tenant's Share of Operating Costs due hereunder. If Tenant fails to elect either subparagraph (a) or (b) above within thirty (30) days after the expiration of said six (6) month period, then Tenant shall be deemed to have elected subparagraph (b).

The provisions of this Section shall not apply to any of the following: (i) any tenant whose lease was fully executed on the date hereof; and (ii) the Wal-Mart Tract. This Exclusive Use granted to Tenant is personal to Tenant and shall not be applicable to any renewal, replacement, assignee, sublessee or successor in interest to Tenant unless Tenant maintains an interest in any assignee, sublessee or successor in interest to Tenant.

The provisions of this Section 2.08 shall terminate on the earlier of the date: (i) Tenant is in default under this Lease beyond any applicable cure period; (ii) Tenant ceases to operate in the Premises (except for closings due to casualty or force majeure); (iii) Tenant fails to exercise its option to extend the Lease Term pursuant to Section 1.01(J), effective on the day subsequent to the last day that Tenant must exercise such option to extend; and (iv) the Premises is no longer used primarily for the sale of plus sized women's apparel.

ARTICLE 3 RENT

Section 3.01 - Minimum Rent

Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, Minimum Rent as provided in Section 1.01 in advance without demand, deduction or set-off whatsoever on the first (1st) day of each calendar month during the Lease Term. Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

Section 3.02 - Percentage Rent Based Upon Gross Receipts

In addition to Fixed Minimum Rent, Tenant covenants and warrants to pay to Landlord as Percentage Rent a sum equal to the product of Tenant's "Gross Receipts" (as hereinafter defined) for any Lease Year in excess of the Percentage Rent Breakpoint for such Lease Year multiplied by the Percentage Rent Rate. Such Percentage Rent shall be due and payable before the twentieth (20th) day of each month following the month in which Gross Receipts for such month, exceed the Percentage Rent Breakpoint for that Lease Year, divided by twelve (12). Tenant's obligation for the payment of Percentage Rent shall survive the expiration or earlier termination of this Lease.

Section 3.03 - Gross Receipts Defined

"Gross Receipts" is the total of all goods, services, sales, rentals, consignment proceeds or bartering from the Premises by Tenant and all permitted licensees, concessionaires, assignees and sublessees of Tenant, regardless whether by check, credit card, charge account, exchange or otherwise and irrespective of whether such sales are made by Tenant, its successors, licensees or concessionaires, as a consignee, trustee or agent of a third party and irrespective of whether Tenant retains the total of all such sales as its own property. Gross Receipts includes the sale, rental, bartering and consignment of goods, wares, merchandise and services performed on or at the Premises, plus all orders taken or received at the Premises or sales completed by delivery at or from the Premises, whether such orders be filled from the Premises or elsewhere, and whether such sales be made by means of mechanical or other vending devices in the Premises in the period when made. Gross Receipts excludes refunds or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have previously been included in Gross Receipts and any sales, use or gross receipts tax imposed by any governmental unit or authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and is paid by Tenant to such governmental authority, interstore transfers or insurance proceeds.

Section 3.04 - Tenant's Records and Inspection Rights

For a period of twenty-four (24) months subsequent to the end of any calendar year, Tenant shall maintain, at either the Premises or at Tenant's headquarters, full and accurate ledgers, records, and detailed documentation of all Gross Receipts. Landlord or its accountant may examine all such documentation upon at least ten (10) days prior written notice. If Landlord's examination reveals a two percent (2%) or more discrepancy between actual and reported Gross Receipts, Tenant shall pay to Landlord its reasonable accounting fees and any additional Percentage Rent. If more than two (2) examinations reveal a three percent (3%) or more discrepancy, Landlord may declare this Lease in default at any time through the end of the Lease Term.

Section 3.05 - Monthly and Annual Reports by Tenant

Within twenty (20) days after the end of the preceding calendar month, Tenant shall provide Landlord an accurate written statement, signed by Tenant, stating its Gross Receipts from the Premises along with payment of the Percentage Rent due if any. Within sixty (60) days after the end of each Lease Year, Tenant shall provide Landlord such a statement, stating its Gross Receipts for such Lease Year, which statement shall be certified by a Public Accountant of Tenant's choice, or by a duly authorized agent of Tenant or Tenant may provide true and correct copies of its state sales tax reports. If Tenant's annual report reveals that the amounts actually paid by Tenant was less than the amount actually due, then such report shall be accompanied by the payment of the remaining amount due. On the other hand, if Tenant's annual report shall show that the amounts actually paid by Tenant was in excess of the amount actually due, then the amount of such overpayment shall be credited against future payments required to Landlord or refunded to Tenant upon the expiration of the term of this Lease. If Tenant fails to furnish to Landlord any report required of Tenant hereunder, Landlord may, in addition to its other remedies herein provided, assess as Additional Rent (as hereinafter defined) a fee of Fifty

Dollars (\$50.00) per day until the required report is furnished and/or undertake an examination or audit of Tenant's books and records in order to determine Gross Receipts, and Tenant shall pay Landlord upon demand all costs and expenses incurred by Landlord in connection therewith. Such fee is not a penalty, but is liquidated damages intended to reimburse Landlord for its additional administrative expenses incurred by Tenant's failure to furnish such reports.

Section 3.06 - Additional Rent and Address for Payment

In addition to Minimum Rent and Percentage Rent, all other payments due and payable by Tenant hereunder, including, but not limited to, Tenant's proportionate share of "Operating Costs" (as hereinafter defined), are known as "Additional Rent" and such sums shall be due and payable on demand, together with interest thereon as provided below. Minimum Rent, Percentage Rent and Additional Rent are herein sometimes referred to as "Rent". Should Tenant fail to make any payment of Rent, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate which is the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law. Tenant also shall pay, as Additional Rent, a fee of Fifty Dollars and No/100th (\$50.00) for processing of late payments. Rent shall be due at the address specified by Landlord for notices hereunder.

ARTICLE 4 OPERATING COSTS, TAXES

Section 4.01 - Operating Costs

Along with Minimum Rent and as part of Additional Rent, Tenant covenants to pay its share of all costs of maintaining, repairing, operating and insuring the Common Areas and other portions of the Shopping Center which are the responsibility of Landlord, including the cost of resealing, repairing, patching, repaving, replacement and restriping of the parking areas and the cost of repaving, patching or replacing of the roof of any building in the Shopping Center; provided that only the amortized portion of the cost of such repaving of the parking area and replacing of the roof shall be included each year and such costs shall be amortized over the useful life of the expenditure, the common detention facility, and any costs, assessments and other charges made against the Shopping Center under the ECR, plus (i) management fees or (ii) an administrative cost equal to fifteen percent (15%) of the foregoing costs, whichever is greater (collectively, "Operating Costs").

Tenant's share of Operating Costs or Taxes (the "Tenant's Share") shall be determined by multiplying the Operating Costs or Taxes for a calendar year by a ratio, the numerator of which is the gross leasable area of the Premises (measured from the center line of demising wall and to the exterior faces of exterior walls or windows) and the denominator of which is the total number of square feet of leasable space within the Shopping Center. To the extent that any other tenant in the Shopping Center pays separately for any part of the Operating Costs or the Taxes described in Section 4.02 of this Lease, then the calculation of the Tenant's Share of such cost(s) shall be adjusted with respect to such payment by subtracting the square footage of the premises occupied by such tenant from the denominator described in the preceding sentence. Each annual

increase of Operating Costs shall be in proportion to the increases in all Operating Costs incurred in connection with maintaining the Common Areas; provided however, that any increase in Tenant's Share of the Operating Costs shall be the lesser of (i) seven percent (7%) of the maximum of Tenant's Share of the Operating Costs for the immediately-preceding year calculated on a cumulative basis (excluding the cost of snow and ice removal, security, insurance and utilities, which amounts shall be included in Tenant's Share of the Operating Costs regardless of their amounts), or (ii) Tenant's Share of the actual increase in the Operating Costs. Landlord shall estimate these costs annually and Tenant covenants to pay one-twelfth (1/12th) of such estimated amount monthly, along with its monthly installment of Minimum Rent. Landlord shall provide to Tenant a written reconciliation of actual Operating Costs to payments received from Tenant by May 1 of the succeeding calendar year or such reasonable time thereafter (in Landlord's determination). Any excess payments by Tenant shall be applied towards next month's (or months') Operating Costs and any shortage shall be paid to Landlord with Tenant's next Rent payment. Tenant's share of Operating Costs shall be prorated for any partial calendar year hereunder. Failure of Landlord to provide the statement called for hereunder within the time of prescribed shall not relieve Tenant from its obligation hereunder. The Operating Costs for the first Lease Year are estimated at \$1.50 per square foot of space in the Premises.

Landlord shall keep separate books of account and records covering all Operating Costs for at least two (2) years after the close of each Lease Year. Tenant and its duly authorized representatives shall have the right to audit and inspect Landlord's books and records relating to Operating Costs. Any such audit (a) shall be conducted where such records are customarily maintained during regular business hours and upon fifteen (15) days advanced written notice to Landlord, (b) shall not be conducted more than once in any Lease Year and (c) shall not be conducted by any auditor being compensated on a contingency basis.

Section 4.02 - Taxes

Throughout the Lease Term, Tenant shall pay monthly as Additional Rent its proportionate share of Taxes. "Taxes" mean all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including state or local imposed sales taxes on Rent of any kind whatsoever (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the Shopping Center, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes also include the costs (including, without limitation, fees of attorneys, consultants or appraisers) of any negotiation, contest or appeal pursued by or on behalf of Landlord and relating to the Shopping Center. Taxes exclude any income, transfer, profit, inheritance or franchise tax which may be imposed upon Landlord. Tenant's share of Taxes shall be computed by multiplying Taxes by the fraction utilized in Lease Section 4.01. Landlord shall estimate Taxes annually and Tenant covenants to pay one-twelfth (1/12th) of such estimated amount monthly, along with its monthly installment of Minimum Rent. Landlord shall reconcile actual Taxes to payments received from Tenant by May 1 of the succeeding calendar year or such reasonable time thereafter (in Landlord's determination). Should Taxes be underestimated, Tenant shall pay any deficiency with the next payment of Minimum Rent and Landlord shall appropriately adjust its estimates.

Any excess payments shall be credited against Tenant's next payment of Taxes. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligation hereunder.

ARTICLE 5 GUARANTY

Tenant shall provide Landlord with a guaranty of Tenant's lease obligations under this Lease in the form attached as *Exhibit "D"*, from a guarantor or guarantors acceptable to Landlord in its sole discretion. The obligations of this Article 5 are a material consideration to Landlord without which Landlord would not have entered into this Lease.

ARTICLE 6 UTILITIES

Tenant shall contract and pay for all utilities used or consumed in the Premises, including any tap-in, connection and metering fees which may be charged by the applicable utility supplier. In the event any such utilities are submetered for the Premises, Tenant shall pay all costs and charges for utilities used at the Premises based on the submeter, otherwise, for any such utilities provided through a master meter serving more than just the Premises, Tenant shall pay its proportionate share of the utility charge as estimated by Landlord to be attributable to the Premises. If Tenant fails to pay such charges when due, then Landlord may pay such charge on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, promptly upon demand, along with an administrative charge of Fifty and No/100ths Dollars (\$50.00). Landlord is not responsible for any interruption or curtailment in utility services. If, however, such interruption or curtailment is caused by the act of Landlord's agents or employees, Landlord shall use prompt and reasonable efforts to restore said utility.

ARTICLE 7 INSTALLATION, MAINTENANCE, OPERATION AND REPAIR

Section 7.01 - Tenant Installation of Fixtures and Other Changes

Tenant shall, at Tenant's sole cost and expense, install first class trade fixtures and equipment required to operate its business. All trade fixtures, signs or other personal property installed in the Premises by Tenant shall remain its property and may be removed at any time, provided that Tenant is not in default and that the removal thereof does not cause, contribute to or result in Tenant's default hereunder. Tenant shall, at its expense, promptly repair any damage to the Premises. Tenant may make changes or alterations to the interior of the Premises without the consent of Landlord; provided, however, that any alterations that would alter the structural integrity of the Premises or exterior of the building shall be subject to Landlord's prior approval, which may be withheld at Landlord's sole discretion. The term "trade fixtures" excludes carpeting, floor coverings, attached shelving, lighting fixtures, wall coverings or similar Tenant improvements, all of which shall become the property of Landlord upon surrender of the Premises. Any work permitted shall be at Tenant's sole cost and expense and be done in a good

and workmanlike manner in compliance with all governmental requirements, and the requirements of the Handbook without any liens attaching to the Premises or the Shopping Center. Any improvement or alteration to the Premises required because of Tenant's actual or contemplated use of the Premises shall be Tenant's obligation to undertake and complete at its expense.

Section 7.02 - Non-Premises Maintenance by Landlord

Landlord shall keep the exterior supporting walls, foundations, roof, sprinkler system (if any), gutters and downspouts of the Premises in good repair. Landlord shall not repair, maintain, alter or perform any other repairs to the Premises including any plumbing, ventilating, electrical, air conditioning or other mechanical installations, but, to the extent not caused by the action or inaction of Tenant or its agents, employees or independent contractors, shall repair the plumbing, sanitary sewer, electrical and water lines to their entry point into the Premises. Landlord shall maintain and keep in good repair the Common Areas within the Shopping Center. Except as provided in Article 9 hereof, Landlord shall have no responsibility whatsoever to make any repairs in the Premises resulting from (a) any alterations, modifications or improvements made by or on behalf of Tenant, (b) the installation of Tenant's property, fixtures (trade or otherwise), equipment or inventory, (c) Tenant's use or occupancy of the Premises in violation hereof or in a manner not contemplated by Landlord as of the date hereof, or (d) the acts or omissions of Tenant, its employees, agents, contractors, sub-tenants, invitees, licensees or customers.

Section 7.03 - Premises Maintenance By Tenant

Except for Landlord's maintenance responsibilities as provided in Section 7.02, Tenant shall, at Tenant's expense, keep the Premises and appurtenances thereto, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition and free from loiterers. If Tenant fails to do so, Landlord, after notice, may perform these duties and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days' request. Tenant shall make any and all additions, improvements, alterations and repairs to or on the Premises, other than those required for load-bearing interior walls and the roof, foundation or exterior walls, required by any lawful authorities or insurers. Landlord may deal directly with any authorities respecting their requirements for additions, improvements, alterations or repairs. Through a licensed or qualified contractor reasonably approved by Landlord, Tenant shall cause to be performed all maintenance on the Premises and its systems and equipment, other than the sprinkler system, in a good and workmanlike manner including the monthly changing of heating, ventilating and air conditioning filters and lubrications, adjustments, and inspections and shall provide evidence of such maintenance within thirty (30) days of Landlord's request. Tenant, at its expense, shall retrofit, replace and/or repair such systems, equipment and all components thereof as required to maintain such systems in good working order and repair. Upon prior notice, Landlord, through an independent contractor, may undertake HVAC maintenance at competitive rates and charge Tenant for such maintenance as Additional Rent and in such event, Tenant covenants to pay such charges. Any and all roof penetrations and sprinkler changes required by Tenant's Work or for Tenant to comply with this Section 7.03 shall be made at Tenant's cost but at a competitive price by Landlord's independent roofing and sprinkler contractors, respectively. The HVAC system installed in the Premises at delivery of possession

shall be a new system and Landlord shall assign any warranty it receives relating to the HVAC System to Tenant, to the extent such warranty is assignable.

Section 7.04 - Signs, Awnings and Canopies

No exterior door, wall or window signs, awnings or canopies nor any lighting or protruding object or any decoration, lettering or advertising matter on any exterior door, wall or window of the Premises is permitted without compliance with any applicable ordinance and Landlord's advance written consent; provided, however, that subject to the sign package allowed pursuant to the ECR and by any applicable local ordinance and Landlord approval, Tenant may install its standard storefront sign on the exterior of the Premises and may hang banners on the outside of the Premises for no longer than thirty (30) days after the Commencement Date. In any event, Tenant shall maintain any local authority and Landlord approved sign, canopy, prior decoration, lettering or advertising matter in good condition and repair and shall obtain any and all permits or licenses required by applicable governmental authorities.

Section 7.05 - Liens

No encumbrances, charges or liens against the Shopping Center shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 7.06 - Surrender of Premises

Upon termination, Tenant shall surrender the Premises in the same condition as the date Tenant opened for business, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby. Any personal property of Tenant not removed within ten (10) days following the expiration or earlier termination of this Lease shall be deemed to have been abandoned by Tenant and shall, at Landlord's option, become the property of Landlord, and may be retained or disposed of by Landlord, as Landlord shall desire.

Section 7.07 - Compliance with Laws

Landlord shall be solely responsible for any and all repairs, improvements, modifications or changes of any kind whatsoever that are required to be made to the areas of the Shopping Center outside of the Premises as a result of applicable laws, codes, rules, statutes and regulations, unless as a result of Tenant's specific use of the Premises or Tenant's alterations to the Premises. Tenant shall be solely responsible for any and all such repairs, improvements, modifications or changes to the Premises as a result of such laws, codes, rules, statutes and regulations.

ARTICLE 8 INSURANCE

Section 8.01 - Tenant's Coverage

Tenant shall obtain and maintain in full force during the Lease Term and any additional time that Tenant possesses or is otherwise responsible for all or any portion of the Premises the following types and amounts of insurance:

- (a) **Commercial Liability Insurance**, with contractual liability broad form general liability endorsement, insuring Tenant, Landlord and any other person designated by Landlord, against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Premises, or arising out of the condition, use, or occupancy of the Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, contractors, employees, guests, invitees or licensees in the Premises or the Shopping Center, the limits of such policy or policies to be in amounts not less than One Million Dollars (\$1,000,000.00) for each occurrence combined single limit. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease and, if alcoholic beverages are sold, served, consumed or obtained in the Premises (but subject in all events to the Permitted Use provisions of this Lease) shall include liquor liability coverage.
- (b) **Property Insurance**. All-risk or "special form" property insurance in an amount adequate to cover loss of the replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, Tenant's leasehold improvements and betterments, and all other contents located or placed in the Premises.
- (c) **Boiler or Machinery Insurance** covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on, adjoining, above or beneath the Premises, in the amount of Five Hundred Thousand Dollars (\$500,000.00).
- (d) **Business Interruption Insurance** covering those risks referred to in subparagraphs (b) and (c) above and in an amount sufficient to replace one year's lost gross earnings, such earnings being defined as the difference between Gross Receipts and the cost of goods sold.
- (e) **Workers' Compensation Insurance** covering all persons employed, directly or indirectly, in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the laws of the State where the Premises is located or of the United States.

Such coverage shall (i) name Tenant as insured, (ii) name Landlord, Landlord's lender and Landlord's managing agent as additional insureds, and (iii) be considered primary, regardless of

any insurance carried by Landlord. Tenant shall deliver certificates thereof to Landlord no later than ten (10) days prior to the Commencement Date, which certificates shall reflect that the policies shall not be canceled or amended with respect to Landlord or its designees or the Premises except upon thirty (30) days' prior written notice by the insurance company to Landlord and any such designees. However, if any work is to be performed for Tenant's improvements, such certificate shall be delivered to Landlord prior to commencement of any improvements. If Tenant fails to obtain the necessary coverages, Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and charge Tenant as part of Additional Rent payable with the next due installment of Minimum Rent. Tenant's property insurance coverage shall include a waiver of subrogation against Landlord.

Section 8.02 - Increase in Fire or Environmental Insurance Premium

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article or service which may be prohibited by or increase the premiums under Landlord's property or liability insurance policy or which is prohibited by any local, state or federal agency.

Section 8.03. - Landlord's Coverage

Landlord shall self insure or maintain adequate public liability and property and rental loss insurance covering the Shopping Center. Tenant shall bear its proportionate share of the cost of insurance procured by Landlord, all in accordance with Section 4.01. Landlord shall waive any property damage claims against Tenant to the extent of Landlord's insurance.

Section 8.04 - Waiver of Subrogation

Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action, or cause of action against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, the Shopping Center, any improvements thereto or any of the contents thereof, to the extent that such loss or damage is covered by the fire and casualty insurance required to be carried hereunder, regardless of cause or origin, including but not limited to negligence of Landlord or Tenant or their agents, officers and employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease agrees immediately to give to each insurance company which has issued to it policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this paragraph. In the event that either party's insurer refuses to provide the requested endorsement despite the exercise of good faith, diligent efforts by the insured party, the waiver and release of the party whose insurer refuses to provide such endorsement shall be invalid until such time as such endorsement is again provided. Landlord and Tenant acknowledge that the waivers and releases set forth in this Section are intended to result in any loss or damage which is covered by insurance being borne by the insurance carrier of Landlord or Tenant, as the case may be, or by the party having the insurable interest if such loss is not covered by insurance and this Lease required such party to maintain insurance to cover such loss. Landlord and Tenant agree that

such waivers and releases were freely bargained for and willingly and voluntarily agreed to by Landlord and Tenant and do not constitute a violation of public policy.

Section 8.05 - Indemnification

Tenant warrants to protect, defend, indemnify and hold Landlord and Landlord's managing agent harmless from and against any and all claims, damages, liabilities or expenses arising out of or from (i) Tenant's use of the Premises, (ii) any breach or default in the performance of any obligation of Tenant, (iii) any act, omission or negligence of Tenant, its sublessees, assignees, licensees or concessionaires or any of their respective agents, employees and contractors. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, or for any personal injury, from any cause whatsoever.

Article 9 DAMAGE AND DESTRUCTION

Section 9.01 - Fire, Explosion or Other Casualty (an Occurrence)

Tenant shall immediately give notice to Landlord of any damage to the Premises. If the Premises is damaged by a fire, explosion or other casualty (an "Occurrence") to an extent of less than fifty percent (50%) of the cost of replacement of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, floor coverings, equipment and other personal property. If such damage occurs and (i) Landlord is not required to repair as provided above, or (ii) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (iii) the building of which the Premises is a part is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, or (iv) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, Landlord may repair or rebuild the Premises or the building(s), or terminate this Lease upon notice of such election in writing to Tenant within ninety (90) days after the Occurrence. Notwithstanding anything provided herein to the contrary, in the event Landlord has not completed such repair within two hundred seventy (270) days of the date following the Occurrence, Tenant will have the right to terminate this Lease by providing Landlord notice of such election, in which event Tenant will vacate and surrender the Premises pursuant to Section 7.06 of this Lease. If the Occurrence renders forty percent (40%) or less of the Premises untenable and Tenant does not utilize the portion rendered untenable, a proportionate abatement of the Rent shall be allowed from the Occurrence date until the date Landlord substantially completes its work, said proportion to be computed on the basis of the relation which the gross square footage of the untenable space bears to the floor area of the Premises. If more than forty percent (40%) of the Premises is rendered untenable, and Tenant does not utilize the entire Premises for any purpose, then if and until Landlord restores it to the condition they were in on the Commencement Date, Rent shall abate until substantial restoration. If any Occurrence precludes twenty-five percent (25%) or more of the Premises' use by Tenant and less than twelve (12) months remain on the then current term, notwithstanding any of the other provisions of this Section, Landlord shall have no obligation to

repair or rebuild unless Tenant, within thirty (30) days of the Occurrence, irrevocably exercises its next option, if any, to extend this Lease. If no such option exists and less than twelve (12) months remain in the term, Landlord shall have no obligation to restore or rebuild. In the event of any Occurrence affecting Tenant's ability to operate, Tenant's Percentage Rent under the above circumstances for the purpose of Section 3.02 hereof and the computation of Percentage Rent shall be based upon an adjusted Percentage Rent Breakpoint which is decreased in the same proportion as Minimum Rent has been abated pursuant to this Section. In no event shall Rent abate or shall any termination occur if damage to or destruction of the Premises is the result of negligence or willful act of Tenant, or Tenant's agents, employees, representatives, contractors, successors or assigns, licensees or invitees.

Section 9.02 - Landlord's and Tenant's Work

Upon an Occurrence, Landlord need only repair as is necessary to place the Premises in the same condition as when possession was initially delivered to Tenant, to the extent of insurance proceeds made available to Landlord specifically for such repair; provided, however, Landlord shall not be required to rebuild or restore any portion of Tenant's Work or of any additional work performed by Landlord on behalf of Tenant. Immediately thereafter, Tenant shall, at Tenant's expense, promptly perform Tenant's Work and shall repair or replace its inventory, fixtures, personal property, and if applicable shall promptly reopen for business.

ARTICLE 10 CONDEMNATION

Section 10.01 - Condemnation

If any or part of the Premises is rendered unusable because of a taking via eminent domain (or via a deed in lieu thereof), or if any part of the Shopping Center is taken and its continued operation is not in Landlord's opinion economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. In the event of a partial taking that does not result in the termination of this Lease, Minimum Rent and the Percentage Rent Breakpoint shall be proportionately reduced according to the part of the Premises remaining usable by Tenant.

Section 10.02 - Condemnation Award

All compensation awarded or paid for any taking shall be the property of Landlord and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Nonetheless, Landlord shall not be entitled to any award specifically made to Tenant for moving expenses or for the taking of the unamortized portion of Tenant's trade fixtures, furniture or leasehold improvements, based upon the earlier to occur of the expiration of the useful life thereof or the amount of time remaining in the then term hereof.

Section 10.03 - Landlord's and Tenant's Work

If this Lease is not terminated as provided above, Landlord shall promptly repair such structural portions of the Premises as may be necessary for Tenant to operate its business, to the extent of condemnation proceeds made available to Landlord specifically for such purpose. Promptly following such repair, Tenant shall, at Tenant's expense, perform Tenant's Work required pursuant to the attached Handbook and shall timely open and operate and otherwise conform to the requirements of this Lease.

ARTICLE 11 DEFAULT AND REMEDIES

Section 11.01 - Default

The happening of any one (1) or more of the following shall be deemed to be an event of default under this Lease:

(a) Tenant or any Guarantor shall make an assignment for the benefit of its creditors which assignment is not withdrawn within five (5) days after Landlord mails notice of such default to Tenant;

(b) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant or a Guarantor, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant or a Guarantor, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein are not discharged within fifteen (15) days after the institution of such proceedings;

(c) The doing, or permitting, or any act by Tenant which creates a lien against the land or building of which the Premises is a part and the same not being released within fifteen (15) days after the lien is filed;

(d) Failure of Tenant to cause Landlord to receive payment of any installment of Rent or other charges or money obligation herein required to be paid by Tenant to Landlord by 5:00 p.m. on the date when such payment is due and payable and such failure shall continue for a period of five (5) days after Tenant's receipt of written notice from Landlord that such payment is past due; provided however, Landlord shall only be required to provide notice to Tenant of monetary defaults two (2) times in any calendar year, after which Tenant shall be in default for failure to pay such sums within five (5) days of the date such obligation is due without requirement of further notice;

(e) Any representation, warranty, or statement made by Tenant, in this Lease or in any other information provided by Tenant or any Guarantor to Landlord with respect to the identity, net worth, liabilities, assets, business or financial condition of Tenant or any Guarantor, or any other matter, shall prove to be untrue or misleading;

(f) Tenant's abandonment of the Premises or Tenant's failure to conduct business in the Premises as required by the Lease, subject to Section 2.07 herein; or

(g) Failure of Tenant to comply with any covenant or provision of this Lease (except those described in 11.01 (a) through (f)) within ten (10) days after Landlord mails such notice of default to Tenant; provided, however, if Tenant shall default in the performance of any such covenant or provision of this Lease two (2) or more times in any twelve (12) month period, then notwithstanding such defaults have each been cured by Tenant, any further similar default shall be deemed an event of default without the ability for cure.

In the event of Tenant's default, Landlord may without further notice (i) terminate this Lease, whereupon Tenant shall pay to Landlord on demand any and all damages suffered by Landlord thereby, and, in addition thereto, Landlord may declare to be due and payable immediately, the then present value (calculated with a discount factor of eight percent [8%] per annum) of the difference between (x) the entire amount of Minimum Rent, Percentage Rent, Additional Rent and other charges and assessments which in Landlord's reasonable determination would become due and payable during the remainder of the Lease Term (in the absence of the termination of this Lease), and (y) the then fair market rental value of the Premises for the remainder of the Lease Term. For purposes of the preceding sentence, it shall be deemed that the Percentage Rent for any period after the termination of this Lease would have been at a monthly rate equal to the average monthly Percentage Rent which Tenant was obligated to pay to Landlord under this Lease from the Commencement Date to the date of such termination, or during the preceding three (3) full Lease Years, whichever period is shorter. Upon the recovery of such amounts, Tenant agrees to pay the same at once, in addition to all Minimum Rent, costs, charges, Additional Rent, assessments, and reimbursements theretofore due; provided, however, that such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Tenant's failure to comply with the terms and provisions of this Lease (Landlord and Tenant agreeing that Landlord's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof), (ii) terminate Tenant's right to possession without terminating this Lease or (iii) without terminating this Lease re-enter and resume possession of the Premises (disregarding whether the Lease terminated as a matter of law). In all such events, Tenant covenants to pay all remaining Rent and Additional Rent that shall come due during the original Lease Term. In addition, Tenant shall be responsible for all expenses incurred by Landlord in regaining possession and in reletting the Premises, until such time, if any, as Landlord relets same and the Premises is reoccupied. Landlord shall have no obligation or duty to relet the Premises or to mitigate its damages. Upon reletting, sums received from such new lessee shall be applied first to payment of costs incident to reletting and regaining possession; then to any indebtedness to Landlord from Tenant other than for Minimum Rent; and any remaining excess shall then be applied to the payment of Minimum Rent due and unpaid. The balance, if any, between all amounts to be received and sums received by Landlord on reletting, shall be paid by Tenant to Landlord in full, within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of reletting that remain following application of the proceeds as above and Landlord shall be entitled to same as a brokerage fee for reletting the Premises. Any future Percentage Rent due shall be a sum equal to the greatest amount of Percentage Rent paid by Tenant for any Lease Year or partial Lease Year (as adjusted

on an annual basis) since the Commencement Date multiplied by the number of years (and any fraction thereof) remaining in the Lease Term at the time of such default.

Section 11.02 - Rights and Remedies

Landlord may exercise any or all remedies in this Lease in addition to any others and upon reasonable notice to Tenant, may cure any breach by Tenant at Tenant's cost and expense. Tenant shall reimburse Landlord for such expense upon demand.

Section 11.03 - Bankruptcy

If Landlord cannot terminate this Lease or Tenant's right to possession because of law, then Tenant, as a debtor in possession or on behalf of any trustee for Tenant, shall; (i) within the statutory time, assume or reject this Lease and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. In such event, Tenant or any trustee for Tenant may only assume this Lease if (A) it cures or provides adequate assurance that it will promptly cure any default hereunder, (B) it compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (C) it provides adequate assurance of performance during the Lease Term of all of the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance shall include, without limitation, adequate assurance (1) of the source of Rent reserved hereunder, and (2) that the assumption of this Lease will not breach any provision hereunder.

Section 11.04 - Attorney's Fees

If Landlord requires an attorney to judicially enforce any of the provisions of this Lease, Landlord shall be entitled to all reasonable expenses and costs incurred by it.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

Section 12.01 - Covenant Not to Assign or Sublet Without Consent

Tenant covenants that it will not assign, mortgage or encumber this Lease, nor sublease the Premises, or permit the Premises or any part of the Premises to be used or occupied by others whether voluntarily or by operation of law, without the prior written consent of Landlord in each instance. The transfer of a majority of Tenant's outstanding stock or partnership interests shall be deemed an assignment for all purposes of this Lease. Upon receipt of a request for consent to any assignment or sublease, Landlord shall have the right to (a) consent to such assignment or sublease, (b) deny its consent to such assignment or sublease, subject to the terms hereof, or (c) elect to terminate this Lease and recapture the Premises. Without limiting Landlord's right to terminate the Lease and recapture the Premises in Landlord's sole discretion, if Tenant conforms

with Section 12.02 below, Landlord shall not unreasonably withhold its consent to the assignment or sublease.

Section 12.02 - Conditions for Landlord's Consent to Assign or Sublease

The granting of consent by Landlord shall be preconditioned upon the fulfillment of the following requirements: (1) Landlord shall be provided with at least thirty (30) days' written notice prior to any proposed assignment or subletting; (2) Tenant shall remain primarily liable under this Lease and shall guaranty the Lease if Landlord so requests; (3) any proposed assignee or sublessee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant; (4) no use shall be employed in connection with the Premises other than the Permitted Use set forth in this Lease; (5) the Premises shall remain intact unless Landlord agrees to the contrary; (6) the successor shall have a good reputation in the area and be financially capable of fulfilling its obligation; (7) the prospect of Percentage Rent must be comparable to that of Tenant and the gross rental proceeds from the subtenant or assignee shall be equal to those paid by Tenant for Minimum Rent and Additional Rent; (8) Any use of the Premises permitted hereunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws, nor will it violate any other agreements affecting the Premises, the Shopping Center or Landlord; (9) Tenant shall pay all reasonable attorney's fees or other costs associated with Landlord's review and approval of a prospective assignee or sublessee; and (10) Tenant will not sublet or assign to an existing Shopping Center tenant, or to a person or entity with whom Landlord has negotiated for Shopping Center premises within the preceding six (6) months. If Landlord improperly denies its consent to a sublease or assignment, Tenant's sole remedy shall be in equity.

Section 12.03 - Assignment in Violation of Article

No occupancy by any party other than Tenant or collection of Rent by Landlord will be deemed (i) a waiver of the provisions of this Article; or (ii) the acceptance of the assignee, subtenant or occupant as tenant, or (iii) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease shall not relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. No permitted subtenant shall assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others.

Section 12.04 - Permitted Assignment

Notwithstanding anything contained in this Article 12 to the contrary, Tenant may, without the prior consent of Landlord, at any time assign or otherwise transfer this entire Lease, to any parent, subsidiary or affiliate corporation or entity; or to any corporation resulting from the consolidation or merger of Tenant into or with any other entity, or to any corporation resulting from the consolidation or merger of Tenant into or with any other entity, or to any person, firm, entity or corporation acquiring a majority of Tenant's issued and outstanding capital stock or a substantial part (not less than 85%) of Tenant's physical assets. As used herein, the expression "affiliate, corporation or entity" means a person or business entity, corporate or otherwise, that

directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with Tenant. The word "control" means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a person or business entity, corporate or otherwise, through ownership or voting securities, by contract or otherwise. Furthermore, nothing contained in this Section 12.04 shall be deemed to prohibit or require Landlord's consent to the public trading of Tenant's stock, a private stock offering, Tenant going from a publicly traded corporation to a privately held corporation, any subsequent public offering of Tenant's stock, or any transfers of stock related to the foregoing and such transactions shall not be deemed violations of this Lease or give Landlord the option to terminate this Lease. In the event of a transfer of this Lease as set forth in this paragraph, Tenant shall remain primarily liable under this Lease and shall guaranty the Lease if Landlord so requests.

ARTICLE 13 RIGHT OF ENTRY

Landlord or its agents may enter the Premises for any reasonable purpose and to bring and store necessary repair materials without any liability to Tenant. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business caused by such entry. During the four (4) months before the end of the Lease Term or any renewal term, Landlord may place upon the Premises "To Let" or "For Rent" notices.

ARTICLE 14 SUCCESSION TO LANDLORD'S INTEREST

Section 14.01 - Attornment, Subordination and Estoppel Certificates

Tenant shall attorn (recognize) and be bound to any of Landlord's assigns or successors under this Lease in accordance with all of the Lease terms, covenants and conditions. The term "Landlord" as used herein shall include any successor to Landlord's interest hereunder. This Lease is subject and subordinate to the present and all future mortgages, deeds to secure debt or deeds of trust and their liens and to all renewals, modifications, consolidations, replacements and extensions thereof, and upon demand Tenant shall promptly execute all documents evidencing its subordination and willingness to attorn to the future holders of mortgages, deeds to secure debt or deeds of trust. Within ten (10) days after Landlord's request, Tenant shall provide Landlord with audited financial statements and/or return all Estoppel Letters or Certificates submitted by Landlord.

Section 14.02 - Notice to Lender

Tenant shall give written notice to any holder of a deed of trust of which it has notice of any default of Landlord under the terms of this Lease. Tenant shall not exercise any remedies it may have by reason of such default until: (i) any cure period allowed to Landlord shall have expired without a cure having been effected; (ii) Tenant shall have given notice to such holder of its intention to exercise remedies with respect thereto; and (iii) such holder shall have failed to cure such default within thirty (30) days after receipt of such notice of its intention to exercise

remedies, or, if such default is not solely a monetary default and is not reasonably susceptible of cure within such period, such holder shall have failed to take steps to cure Landlord's default within such period and shall thereafter fail diligently to cure such default.

Article 15 HOLDING OVER

Tenant may not remain within the Premises after the day of Lease expiration without Landlord's written approval. With Landlord's approval, Tenant shall become a tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay two hundred percent (200%) of the Rent in effect as of the expiration date. If Tenant holds over without Landlord's written consent, Tenant also shall be a tenant at sufferance and shall pay one and one-half of the then effective Rent until Tenant surrenders possession. Nothing contained herein shall be interpreted to grant permission to Tenant to holdover or to deprive Landlord of any rights and remedies with respect thereto.

ARTICLE 16 HAZARDOUS SUBSTANCES

(a) Neither Tenant, its successors or assigns, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any "Hazardous Substance" (as hereinafter defined) on the Premises, the Shopping Center or any part thereof or (ii) permit the "release" (as hereinafter defined) of a Hazardous Substance on or from the Premises, the Shopping Center or any part thereof unless the manufacturing, treatment, use, storage, disposal, or release of a Hazardous Substance is approved in writing by Landlord.

(b) Tenant covenants, at its cost and expense, to protect, indemnify, defend and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, or expenses of any kind or nature whatsoever (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of any Hazardous Substance on, in, under or affecting the Premises, the Shopping Center or any part thereof as a result of any act or omission by Tenant, its successors or assigns, or any assignee, permitted sublessee, licensee or other person or entity acting at the direction, knowledge or implied consent of Tenant. Said indemnity shall survive the termination of this Lease.

(c) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA"), or (ii) determined to be hazardous, toxic, a pollutant or contaminant, under or regulated by, any federal, state, or local statute, law, ordinance, rule, regulation or judicial or administrative order or decision, as same may be amended from time to time, including, but not limited to, petroleum

and petroleum products, asbestos and PCB's. The term "release" shall have the meaning given to such term in Section 101(22) of CERCLA.

(d) Notwithstanding the above, Tenant shall not be responsible for handling, removal, or treatment of any Hazardous Substance which is present prior to the delivery of the Premises to Tenant, or which is brought onto the Premises, Common Area or Shopping Center by some party outside the control of Tenant, and no costs incurred in connection with the clean-up, removal, or treatment of toxic waste or Hazardous Substances shall be allocated to Tenant. The provisions of this Section 16(d) shall survive the expiration or earlier termination of this Lease.

Article 17

MISCELLANEOUS

Section 17.01 - No Waiver, Time of Essence

The Landlord's acceptance of some act in violation of the terms of this Lease shall not prevent the Landlord from insisting upon the strict performance of that term at any other time. Time is of the essence of this Lease.

Section 17.02 - Payments

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stated shall be other than on account. Any endorsement or statement on a check or any accompanying letter is void, and Landlord may accept such check or payment without prejudice to right or remedy at law or in equity or provided in this Lease. Unless required by law, by court order or as otherwise provided herein, any payments made by Tenant hereunder shall be applied in the following order against the following outstanding charges: (a) applicable state rent or sales tax (if any), (b) Minimum Rent, (c) Operating Costs, (d) Taxes and (e) any Rent or Additional Rent not covered by subparagraphs (a) through (d) above. Payments shall be applied within each of the foregoing categories against the sums first due and payable thereunder. Notwithstanding the foregoing, special billings and Percentage Rent billings shall be applied separately in accordance with the provisions hereof.

Section 17.03 - Sole Agreement

This Lease is the sole agreement concerning the Premises and the Shopping Center. All prior negotiations, considerations and representations have been incorporated herein. No course of prior dealings between the parties or their officers, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No course of conduct shall constitute an amendment.

Section 17.04 - No Joint Venture

Landlord and Tenant are not partners or joint venturers.

Section 17.05 - Force Majeure

If Landlord or Tenant is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of either, the delayed party shall not be liable and the period of performance of any such act shall be extended for a period equivalent to the period of such delay. The foregoing is inapplicable to the payment of Rent and Additional Rent unless due to an act arising after Tenant's mailing and affecting the physical delivery of the payment.

Section 17.06 - Notices

Any writing required to be given under this Lease shall be delivered by hand delivery or sent by either United States certified mail, postage prepaid, return receipt requested, or overnight courier service and shall be addressed (i) if to Landlord, at the address provided in Section 1.01(B) for Landlord or at such other address as Landlord may designate by written notice, with a copy to Hartman, Simons, Spielman & Wood, LLP, 6400 Powers Ferry Road, N.W., Suite 400, Attention: Robert D. Simons, Esq., and (ii) if to Tenant, at the address provided in Section 1.01(C) for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made, in which event notice shall be effective on mailing. Facsimile notices shall be effective upon receipt if confirmed within twenty-four (24) hours by any of the foregoing methods.

Section 17.07 - Section Headings

The captions, section numbers, article numbers and index appearing are for convenience and do not define, limit, construe or describe the scope or intent of such Sections of this Lease nor in any way affect this Lease.

Section 17.08 - "Tenant"

"Tenant" shall mean each and every entity or person executing this Lease as a non-disclosed agent or if an agency relationship is disclosed then Tenant shall be the principal unless stated to the contrary or unless the agent is without authority to bind the principal to this Lease. If there is more than one Tenant, the obligations of each individual Tenant under this Lease shall be joint and several.

Section 17.09 - Brokers

Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with this Lease except Cooperating Broker, if any, whose commission shall be paid by Landlord pursuant to a separate written agreement, and Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability

for any compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor other than Cooperating Broker with respect to this Lease or the negotiation thereof.

Section 17.10 - Partial Validity

The remainder of this Lease shall be enforceable if any section or clause is found invalid or unenforceable.

Section 17.11 - No Offer

The submission of this Lease to a prospective Tenant is not an offer, a reservation of or option for the Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

Section 17.12 - Governing Law

The Laws of the state in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease.

Section 17.13 - Successors and Assigns

This Lease is binding upon any and all successors in title and assigns of Landlord and Tenant. Landlord may assign this Lease without Tenant's consent.

Section 17.14 - Survival

Any obligation that by its nature is due after this Lease expires or is terminated, shall survive such expiration or termination.

Section 17.15 - Waiver of Claims

In any judicial action, Tenant shall not assert any permissive counterclaims nor shall Tenant or Landlord demand a jury trial.

Section 17.16 - Interpretation

Highlighted language, if any, shall be of no greater or lesser force and effect than the remainder of this Lease. Any stricken language shall be treated as though it did not exist.

Section 17.17 - Tenant's Remedy

Tenant's remedy for any actual or alleged breach of any provision of this Lease by Landlord solely shall be the enforcement of that provision.

Section 17.18 - Authority

If Tenant is a corporation, the individual(s) executing this Lease warrants that s/he has full authority to execute and to bind Tenant to its terms and conditions pursuant to a current resolution of the Tenant's Board of Directors, which resolution shall be promptly provided upon request.

Section 17.19 - Memorandum of Lease

Within ten (10) days of request by either party, the other shall execute a memorandum of lease setting forth the Commencement Date, the unexpired term, the identity of the Premises and such other matters as shall be reasonably requested. The requesting party shall bear all costs, including recording fees, associated with such memorandum of lease.

Section 17.20 - Acquisition Contingency

The obligations of Landlord under this Lease are contingent upon the acquisition of the land comprising the Shopping Center on or before December 31, 2005, and if Landlord does not acquire such land on or before December 31, 2005, then at any time thereafter and prior to the acquisition of such land, either of Landlord or Tenant shall have the right to terminate this Lease by written notice to the other. Landlord will give written notice to Tenant upon the acquisition of such land by Landlord.

Section 17.21 - Co-Tenancy

Notwithstanding anything in this Lease to the contrary, if, at anytime during the term of this Lease while Tenant is open and fully operating in the Premises and not in default under this Lease, Wal-Mart closes for business for reasons other than force majeure pursuant to Section 17.05 hereof, remodeling or casualty (a "Violation"), then Tenant may pay an amount equal to fifty percent (50%) of the Minimum Rent plus Tenant's Share of Operating Costs ("Alternative Rent") until the Violation has been cured, at which time Tenant shall resume payment of the full amount of Minimum Rent and all other charges due hereunder. In the event that Tenant has paid Alternative Rent pursuant to this Section 17.21 for a period of six (6) months, then Tenant may elect or Landlord shall have the right at any time thereafter to cause Tenant to elect to either (i) terminate this Lease, or (ii) immediately commence the full payment of Minimum Rent and all other charges due hereunder. If Tenant fails to elect either subparagraph (i) or subparagraph (ii) above within thirty (30) days after the expiration of said six (6) month period, then Tenant shall be deemed to have elected subparagraph (ii).

Article 18 LIMITED LIABILITY OF LANDLORD

NO LEVY OR EXECUTION AGAINST LANDLORD SHALL BE SATISFIED FROM ANY ASSETS OTHER THAN LANDLORD'S EQUITY INTEREST IN THE SHOPPING CENTER. IN THIS LEASE, "LANDLORD" REFERS SOLELY TO THE OWNERS OF

THE SHOPPING CENTER AT THE TIME OF ITS OR THEIR INTEREST, AND IN THE EVENT OF ANY SALE, DIVESTMENT, ASSIGNMENT OR TRANSFER OF LANDLORD'S INTEREST HEREUNDER, THE PRIOR OWNER(S) SHALL BE FOREVER DISCHARGED, RELEASED AND REMISED FROM THIS LEASE AND ALL OBLIGATIONS AND COVENANTS ARISING WITHIN IT.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal this day and year first above written.

LANDLORD:

HENDON OLD NATIONAL, LLC, a
Georgia limited liability company

By: 

L. Charles Hendon, Jr., Manager

TENANT:

LARGE APPAREL OF GEORGIA,
INC., a Georgia corporation

By: 

Name: Ethan Shapiro

Its: PRESIDENT / CEO

Attest: 

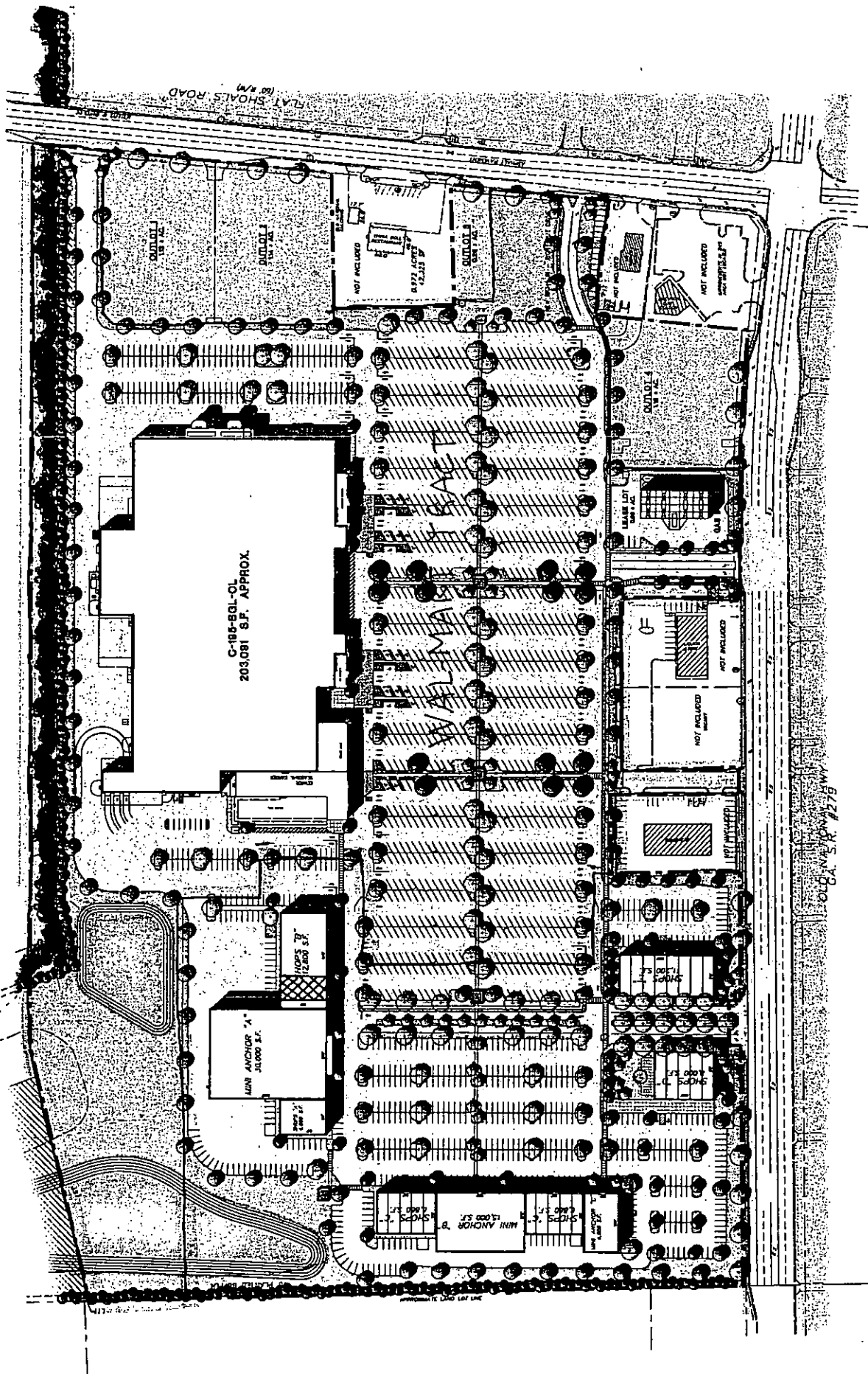
Name: MICHAEL A. ABATE

Its: Vice President/Treasurer

[CORPORATE SEAL]

EXHIBIT A

SITE PLAN



PINEVIEW PLAZA REDEVELOPMENT
 ATLANTA, FULTON COUNTY, GEORGIA
 NOVEMBER 29, 2004

EXHIBIT B

**HANDBOOK OF
TENANT INFORMATION**

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TENANT'S PLANS AND SPECIFICATIONS**
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CERTIFICATES/DECLARATIONS

DELIVERY OF POSSESSION DATE CERTIFICATE

LANDLORD:

TENANT:

SHOPPING CENTER:

LEASE DATE:

PREMISES NUMBER:

SQUARE FOOTAGE:

DELIVERY OF POSSESSION DATE:

Landlord and Tenant acknowledge and agree that the Premises described in the above referenced Lease have been delivered to Tenant for the performance of Tenant's Work (as said term is defined in the Lease) on Delivery of Possession Date noted above.

Tenant acknowledges that Tenant has received access to the above referenced space. Tenant understands that Tenant may not begin any construction in the Premises until Tenant has satisfied the insurance and other requirements for Tenant's occupancy of the Premises as referenced in the Lease.

Tenant acknowledges and agrees that all utilities will be transferred within five (5) working days from Delivery of Possession Date to avoid disconnection of service.

Tenant further acknowledges that all of the Landlord's Work, pursuant to said Lease, has been completed except as follows:

LANDLORD:

TENANT:

Name:

Name:

Title:

Title:

COMMENCEMENT AND TERMINATION DATE DECLARATION

LANDLORD:

TENANT:

SHOPPING CENTER:

LEASE DATE:

PREMISES NUMBER:

SQUARE FOOTAGE:

Landlord and Tenant acknowledge and agree that Commencement Date of the above referenced Lease is _____ and the Termination Date of the Lease is _____.

LANDLORD:

TENANT:

Name: _____

Name: _____

Title: _____

Title: _____

FINAL WAIVER OF LIEN

State of:

SS:

County of:

To whom it may concern:

WHEREAS, _____ (business name), doing business at (address) has been retained by _____ to furnish _____ for the Premises known as Suite _____ Shopping Center, _____ (street), (county) _____ (city), _____ (state) and now, through its owner or duly authorized agent, wishes to waive and discharge all charges, liens or claims of liens whether now existing or capable of being asserted by virtue of work done at or within the Premises.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of _____ (\$ _____) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned do(es) hereby forever waive and release any and all actual or potential liens or claims or notice or intent of lien under the statutes of the state in which the Premises is located relating to mechanic's, supplier's or artisan's, or any other charges of liens, on the above Premises and Improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor or services, material, equipment, fixtures or apparatus heretofore furnished by the undersigned for the above Premises in accordance with any existing obligation of the undersigned at any time hereafter. All recipients of this Final Waiver shall be entitled to rely on the truth and accuracy of its contents.

The undersigned has placed his hand and seal below on this ____ day of _____, 20__.

Business Name:

(Corporate Seal)

Signature:

Name:

Title:

NOTE: If the waiver is for a corporation, the corporate name should be used, corporate seal affixed and the title of officer signing waiver should be set forth.

STATE OF

SS:

COUNTY OF

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared _____ known to me to be the person and, (if applicable, Officer) whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the (business entity) and that he executed the same as the act of such _____ (business entity) for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this __ day of _____, 20__.

NOTARY PUBLIC

GENERAL CONTRACTOR'S AFFIDAVIT
OF PAYMENT AND
BALANCE DUE, IF ANY

STATE OF

SS:

COUNTY OF

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, being duly sworn, deposed and says that s/he is the (title) of _____ who is the General Contractor for the Tenant Improvement Work (hereinafter "Work") on the building located at Space No. _____, _____ Shopping Center _____ (street), _____ (County) _____ (City), _____ (State) (all hereinafter identified as the "Premises"). The undersigned warrants that the total amount of the Work contract, between It/him/her and _____ (Tenant), including extras, licenses, fees and permits is _____ Dollars (\$) of which payment of _____ Dollars (\$) has been paid prior to this payment. The undersigned further warrants that the below waivers are true, correct and genuine and delivered unconditionally and that there is not legal or equitable claim which directly or indirectly affects said waivers. The following are the names and addresses of all those who have furnished material or labor, or both, for said Work and all others having contracts or sub-contracts for any portion of said Work or for material relating to the Work at the Premises and the amount due or to become due to each. The items identified include all labor and material required to complete all Work according to plans, specifications and code:

Subcontractors' and Suppliers Names and Addresses	Type of Work or Materials	Full Contract Price	Amount Previously Paid	This Payment	Balance Due

The undersigned warrants that there are no other implied or express, oral or written contracts for any Work on the Premises and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done, or in connection with, said Work other than above stated, and that no chattel mortgages, conditional sale contracts, security agreements, financing

statements or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the Premises or Its Improvements. The undersigned intends that all recipients of this Affidavit shall rely on Its contents.

Signed this _____ day of _____, 20____.

General Contractor: _____

By: _____

THIS AFFIDAVIT MUST BE NOTARIZED AND, IF THE LAST OR ONLY SUCH AFFIDAVIT, MUST BE ACCOMPANIED BY A DULY COMPLETED FINAL WAIVER AND RELEASE OF LIEN.

STATE OF _____)

SS:

COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____, known to me to be the person and, if applicable, the officer whose name is subscribed to foregoing instrument, and acknowledged to me that the same was the act of the said _____ and that he executed the same as the act of such _____ for the purpose and consideration therein expressed, and in the same therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the _____ day of _____, 20____.

(Notary Public)

LANDLORD'S WORK

LANDLORD'S WORK

ASHLEY STEWART

Landlord's Work

Landlord's Work shall refer to the installation of the following items in the Premises at Landlord's sole cost and expense pursuant to Tenant's drawing and prior to Tenant taking possession of the Premises:

(a) Interior Finishes – Concrete Floor Slab

1. A minimum of 4" (inch) poured/reinforced slab throughout to accept Tenant's finishes.
2. Existing slabs are to be delivered to Tenant with all previous flooring finishes removed and ready to accept the proper application of new Tenant finishes.
3. Slab to be smooth troweled and one even elevation throughout. Changes in slab elevation will be Landlord's responsibility to correct to accommodate Tenant's drawings/finishes.
4. Slab elevation differences from mall to Premises will be ramped to meet or exceed AD requirements.
5. Expansion joints located within the Premises will be Landlord's responsibility to properly prepare for the installation of Tenant's finishes, per Tenant's plans.

(b) VCT Flooring

1. Landlord to provide VCT tile/vinyl base in toilet rooms and backroom area per Tenant's drawings.

(c) Demising Walls

1. All demising walls at the perimeter of the Premises are to be built on 3 5/8" (inch) metal studs 16" o.c. with non-combustible wood blocking beneath 5/8" (inch) sheetrock, taped, spackled and sanded to receive Tenant finishes and meet or exceed local building codes. All perimeter walls to be built to underside of the roof deck.
2. In locations where the demising walls exist, Landlord will provide noncombustible wood blocking secured through the existing sheetrock to the structure. The finished 5/8" sheetrock is to be secured to the blocking, taped, spackled, and sanded to receive Tenant's finishes. Sheetrock is to be installed to a height of 6" (inch) above the ceiling.

3. Landlord to remove existing interior partition/demising walls to accommodate new leased layout and Tenant's drawings.

(d) Insulation

1. Landlord to provide a minimum of ¾" (inch) Styrofoam insulation to be incorporated at all exterior block walls.

(e) Storefront (Strip Centers)

1. Landlord to construct a new storefront Series 2000 Vistawall per Tenant's drawings.
2. Storefront glass to be a minimum of ½" (inch) thick tempered or safety glass as code requires.
3. Storefront doors – double swing doors with concealed hinge double acting doors.
4. Storefront bulkhead must be no greater than 6" (inch) A.F.F.
5. Landlord to provide doors to be installed as per Tenant's drawings.
6. Landlord to provide one (1) set of double doors when store is solely plus or lingerie operations located per Tenant's plans
7. Landlord to provide two (2) sets of double doors for combo operations, located per Tenant plans.
8. Landlord to provide overhead security grilles at Tenant's storefront per Tenant's specifications and drawings.

(f) Storefront (Enclosed Malls)

1. Landlord to construct a new storefront per Tenant's drawings.
2. Storefront glass to be a minimum of ½" (inch) thick tempered or safety glass as code requires and having butt joints only. No silicone.
3. Storefront grilles to be equipped with motor operators with emergency operation capabilities and panic releases to be located per Tenant's drawings.
4. Landlord to provide finishes per Tenant's drawings and specifications.

(g) Restrooms

1. Landlord to provide toilet facilities in accordance with governmental and local codes (including, but not limited to, ADA requirements). Toilets shall consist of, but not limited to, plumbing fixtures (water closet, lavatories, etc.) and all of its associated piping valves, fittings, etc. required to meet or exceed standards established by all governing codes. The facilities are also to be equipped with privacy locks, paper towel holders, toilet tissue holder, light fixtures and exhaust fans and all of their associated controls. ADA Grab-bars to be installed to support maximum of 250 lbs.

2. Landlord to also provide one six (6) gallon hot water heater (per lavatory) complete with gate and check valve, unions, pressure and temperature relief devices and drain pan in accordance with Tenant drawings.

3. Landlord is required to provide a fully functional handicap toilet facility(ies) in accordance with all governing codes and ordinances relative to the construction and quality of the facility required.

4. Toilets to be located at rear of Premises per Tenant's drawings.

5. If local code requires public access to toilet facilities Landlord shall be responsible to provide accessible facilities per Tenant's drawings.

6. Ceiling in restroom(s) is(are) to be drywall at 8'0", having a plywood deck.

7. Landlord to provide required plumbing roughing (sanitary and domestic water) and stubouts for Tenant's slop sink and water cooler. Location to be as indicated on Tenant's drawings.

(h) Rear Door

1. Hollow core metal door and frame with crossed pin hinges for security, located per Tenant's plans.

2. Landlord to weld shut and adequately seal off any additional rear exists within the space.

(i) Sprinklers

1. Where required, Landlord, at its sole cost and expense, shall furnish and install a complete hydraulically designed automatic wet sprinkler system in accordance with all local codes, N.F.P.A. and Tenant's insurance underwriter requirements. System shall be coordinated and be in full compliance with Tenant's plans and specifications. If system is already in place, any modifications required to meet Tenant's design criteria shall also be done at Landlord's expense. System shall also include, but not limited to, supervisory valves, water flow indicators, test connections, drains etc. as required. Heads shall be semi-recess centered in ceiling tile.

(j) Ceiling

1. Landlord to provide a new USG second look 24" x 48" #3575 lay in acoustical ceiling tile with white grid per Tenant's drawings at 11' - 6" throughout with no obstructions to 13' - 0" A.F.F. ✓

(k) H.V.A.C. - Landlord shall furnish and install a fully operational H.V.A.C. system complete with the following:

1. Packaged air conditioning unit including integrated economizer, enthalpy controls, smoke detectors, prefabricated roof curbs, structural support and condensate piping. Units shall be of type and capacity which provides the highest level of performance and efficiency rating. Contractor shall restrict RTU unit manufacturers to available models of CARRIER, LENNOX or YORK of equal quality and performance. Other manufacturers will be subject to Tenant's approval.

2. Supply and return (direct) distribution ductwork (low pressure; 2 in. wg; low velocity 2400 FPM as defined by SMACNA standards) and accessories including diffusers, registers, transfer grilles, louvers, balancing dampers, fire and smoke dampers and all required supports and hangers.

3. Automatic temperature controls shall consist of individual thermostats for each unit with remote sensors to be located near return air registers in served areas (approximately 90" above finish floor). Each thermostat shall be of the programmable type with a night setback feature, a lock for temperature control and shall have all of the basic control feature devices to be as indicated on Tenant's drawings.

4. Exhaust, fans and associated ductwork, dampers and controls.

5. Separately controlled supplementary electric duct heater to serve the stock room area.

6. Duct installation and/or lining as indicated on Tenant's drawings.

7. Smoke evacuation (purge) system complete with fans, controls, ductwork, dampers, etc. if and when required by local codes and other authorities having jurisdiction.

8. Testing, balancing, cleaning, adjusting and placing in operation all systems and requirements specified under this section of the specification.

System design criteria shall be in accordance with the latest edition of the ASHRAE FUNDAMENTALS GUIDE AND DATA BOOK, all applicable codes and requirements and shall reflect good engineering practice. System design, drawings and specification are to be prepared and certified by an Architect or Professional Engineer registered in the state where the project is located.

System total capacity is to be determined on the basis of one (1) ton per every 1225 sq. ft. of Premises leasable area.

All compressors shall include a five (5) year extended warranty, all heat exchangers shall have a ten (10) year warranty and all heat strips shall have a five (5) year warranty.

(I) Electrical – Landlord shall provide a completely energized and separately metered electric service to the Premises consisting of, but not limited to, the following sizes and capacities:

1. A minimum 300 amp (at 120/208v. 3ph. 4w) electrical service is required if the Premises has a gross leasable area of up to 5,000 sq. ft.

2. A minimum 400 amp (at 120/208v 3ph. 4w) electrical service is required if the Premises has a gross leasable area from 5001 sq. ft. to 8,000 sq. ft.

3. A minimum 600 amp (at 120/208v. 3ph. 4w) electrical service is required if the Premises has a gross leasable area up to over 8,000 sq. ft. If 277/480 v. 3ph. 4w service is available, the required service capacities shall be approximately one half of those shown above (150A, 200A and 300A respectively).

4. Dedicated IG circuits shall be provided for security equipment, cash registers as indicated on Tenant's drawings.

If 277/480v. 3ph. 4w service is available, the required service capacities shall be approximately one-half of those shown above. When Landlord is supplying air cooled – all electric heat pump type rooftop units an additional 150 amps (at 120/208v 3ph. 4w) shall be added to the electrical service capacities shown to accommodate simultaneous operation of the units compressors and electric heater during system's defrost cycle. (Applicable only for locations subject to outdoor conditions lower than 40 degrees Fahrenheit).

Landlord shall provide as part of its work all labor, material, equipment and services required to render Tenant with a complete and workable electrical system consisting of but not limited to the following:

1. Separately metered electric service to Premises, including service and metering equipment.

2. Panelboards and safety switches.

3. Dry type transformers (when required).

4. Lighting fixtures and devices (as specified herein).

5. Distribution power and control wiring system.

6. Fire alarm and/or smoke detection system if and when required by local codes and/or local Fire Dept.

7. Wiring of equipment and/or devices provided by Landlord for other trades (e.g. hot water heater, motorized door grilles, space heaters, etc.).

Electrical panels are to be delivered "HOT" with a minimum of 42 circuits breakers per panel and main disconnect. Multiple panels will only be accepted if required by voltage characteristics and circuit quantity and must be located directly adjacent to each other and fed through one (1) electrical meter. Multiple meters will not be accepted.

Electrical panels are to have switchable type bolt-on breakers (snap on or plug on breakers are not acceptable) and copper bus bars.

Convenience duplex outlets shall be mounted as per Tenant's drawings.

Landlord shall provide a single ceiling mounted receptacle outlet for every 12 linear ft. of glazed store front and any portion thereof (display or show window) and wired in accordance with applicable provision of the NATIONAL ELECTRIC CODE (N.E.C.).

(m) Lighting

1. Landlord to provide as a minimum and where not subject to stricter local codes and/or State Energy Conservation Code requirements. Use electric type ballast with "OCTRON T8" lamps where such requirement applies.

(n) General Lighting

Lighting - Strip Centers

Fixture specification; 2 x 2 parabolic 9 cell 2u tube (see enclosed mall lighting) electric ballast premium finish/with T8 lamps. Provided and installed by Landlord. (1 fixture for every 65 square feet of space in the Premises.)

Landlord to provide acoustical ceiling mounted emergency lighting (with battery back-up) to meet applicable code and local Fire Dept. requirements.

Landlord to provide illuminated exit signs (with battery back-up) to meet applicable codes and local Fire Dept. requirements.

Where required by governing state energy conservation codes, Landlord shall provide lighting control devices for bi-level control, occupancy sensor, day lighting, and other similar conservation features/methods; as required by such applicable codes.

Lighting – Enclosed Mall

Sales area and fitting room, LTO #DPAZG9LSZV650 9 cell 2 x 2 – 2 lamp parabolic fluorescent fixture with electronic ballast wired to panel (1 fixture for every 65 square feet of space in the Premises) backroom and toilet, 2 lamp strip type fluorescent fixture with electronic ballast and having 4' – 0" long lamps with safety guards. Bulb specification 3500 k.

XII-2 Performance of Landlord's Work

- (a) Landlord's Work shall be performed in a first class and workmanlike manner and in compliance with all applicable local, state and Federal laws, ordinances, rules and regulations and shall be in good and usable condition on the date of delivery to Tenant.
- (b) Within sixty (60) days after delivery of possession of the Premises to Tenant, Tenant shall furnish Landlord with a punchlist of remaining work or unfinished items and Landlord shall perform such work within thirty (30) days after such punchlist is delivered to Landlord.
- (c) Landlord warrants that Landlord's Work shall be free of defects in workmanship and materials for a period of (1) year after the Commencement Date and if Tenant shall give notice of any defect(s) to Landlord within such one (1) year period, Landlord shall, at Landlord's sole expense, promptly repair or replace such defective items. Any such work shall be done expeditiously and without material interference to Tenant in its use and operation of the Premises.
- (d) Landlord shall be required to deliver to Tenant any warranties from equipment and machinery located within the Premises which Tenant is obligated to maintain.

TENANT'S WORK

TENANT'S WORK

SECTION I: GENERAL PROVISIONS

Tenant at its cost and expense, shall perform all work, if any, other than that to be performed by Landlord, required to complete the Premises to a finished condition ready for the conduct of business. All of Tenant's Work within the Premises shall be deemed to be improvements made to the Premises.

Tenant's Work, shall conform to procedures as set forth in this Handbook and shall include, without limitation the following:

A. STORE DESIGN DRAWINGS AND WORKING DRAWINGS AND SPECIFICATIONS

Store design drawings, working drawings and specifications as set forth in "Schedule For Delivery of Tenant's Plans and Specifications" Section of the Handbook.

B. CONSTRUCTION

Construction work in accordance with the requirements as set forth in Section II of the Tenant's Work Section.

C. DESIGN CRITERIA

The criteria and/or outline specifications as set forth herein, represent minimum standards for the design, construction, and finish of the Premises by Tenant. Tenant shall coordinate his work with work of others or with existing conditions occurring within the Premises, and shall make changes from time to time as required to accommodate such work or conditions.

1. Jurisdiction and Codes: The project is developed in and under the jurisdiction of the state, county and local governmental unit in which the Shopping Center is located. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws, and codes, including, but not limited to the following: The National Electric Code; The Guide of the American Society of Heating, Refrigerating, and Air Conditioning Engineers; requirements of the Landlord's fire insurance underwriter, the requirements pertaining to any services and utilities furnished by local utility company; and all applicable State and County Ordinances and OSHA regulations. All design and construction work shall also comply with the requirements of the ECR.
2. Permits and Approvals: Prior to the commencement of construction, building and other permits shall be obtained and posted in a prominent place within the Premises. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's working drawings and specifications, as approved by Landlord, or the undertaking of any modifications

whatsoever to Landlord's building shell and/or utilities and other 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.

3. Standard Project Details: Standard project details, as issued by Landlord's architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the Tenant's working drawings and specifications for the Premises.
4. Materials: Only new, first-class materials shall be used in the construction of the Premises.
5. Field Conditions: Tenant will verify conditions pertaining to the Premises from time to time prior to and after commencement of construction of its Premises.

D. ARCHITECTURAL FINISHES

1. Walls and Partitions: All interior partitions, other than as provided by Landlord, shall be minimum of 3-1/2" metal studs at 16" O.C. and shall have minimum 1/2" gypsum board on all sides and taped and spackled joints ready for paint and/or wall covering.
2. All interior doors and hardware other than as provided for in the Lease if at all.
3. Ceiling Work: Light coves and other ceilings not standard to the Shopping Center.
4. Floor Covering: Carpeting shall be extensively used in all sales areas. A limited amount of other types of floor covering materials (subject to Landlord's approval) may be in used in such areas.
5. All interior painting, decorating, paneling, wallpaper, peg board, etc., on all walls and columns. All interior surfaces shall be finished by Tenant (including stock areas).
6. Sign and sign panel background.
7. Trade fixtures, equipment and furnishings.
8. Display window backs, display window floors, display window ceilings, and display window lighting fixtures and power for same.

E. STRUCTURAL

1. All such work by Tenant shall meet or exceed original structural design and specifications of Landlord's architect and structural engineer and shall leave all finished unimpaired.

F. PLUMBING

1. Plumbing fixtures within the Premises, except that provided by Landlord so as to conform to Code.

G. MECHANICAL

1. Any additional heating, ventilating, air conditioning, and distribution systems (ducts, registers, ceiling diffusers, thermostats, grilles, etc.) that may be required.

H. ELECTRICAL

1. Additional electrical service, lighting fixtures, outlets, wiring, except as provided for, if at all, in "Landlord's Work" Section of this Handbook.

I. MISCELLANEOUS ITEMS AT TENANT'S DISCRETION

1. Telephone and communication systems.
2. Burglar alarm and/or warning systems.
3. Tenant's store signs, one (1) set of under canopy signs as specified by Landlord's criteria, and controlling time clocks.
4. Emergency generator and emergency lights.
5. Fire extinguisher.
6. Tenant to furnish and install all curbs, lintels, flashings, counter-flashings, pipes, ducts, vent caps, air inlets, exhaust hoods, louvers, etc., as necessary for Tenant's equipment requiring openings through the roof and/or exterior walls. Any cutting, patching, or flashing of the roof for Tenant's equipment must be performed by Landlord's roofing contractor responsible for the roof guarantee, at Tenant's expense.
7. The design of all work and installation undertaken by Tenant shall be subject to the approval of Landlord. All work undertaken by Tenant shall be at Tenant's expense and shall not damage or weaken the structural strength of the building or any part thereof, and shall be done in a first-class workmanlike manner and in accordance with all applicable codes.
8. Work undertaken by Tenant and at Tenant's own expense shall be awarded to any reputable contractor duly-licensed to do business.

9. Tenant shall satisfy Landlord that adequate arrangements have been made to insure said general contractor for full payment for such work ordered by Tenant. Contractor for Tenant is required to carry full risk insurance.

SECTION II: PROCEDURE AND SCHEDULES FOR TENANT'S CONSTRUCTION OF PREMISES

A. COMMENCEMENT OF CONSTRUCTION

Tenant shall start construction of the Premises upon receipt of the Delivery of Possession Date Certificate specified in the "Certificates/Declarations" Section of the Handbook.

B. GENERAL REQUIREMENTS

1. Tenant shall, prior to the commencement of construction submit to Landlord or its Manager by certified or registered mail, the following information:

a. If applicable, the names and addresses of the general, mechanical, and electrical contractors Tenant intends to engage in the construction of the Premises.

b. The actual commencement date of construction and the estimated date of completion of construction work, fixturing work, and the date of projected opening.

c. Tenant's contractor's name and performance and/or labor and material bonds, if so required by Landlord.

d. All required licenses and permits.

e. Evidence of insurance as called for herein. Tenant shall secure, pay for, and maintain, or cause its contractors to secure, pay for and maintain, during the continuance of construction and fixturing work within the Premises, all of the insurance policies required and in the amounts as set forth herein. 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, naming Landlord, its architect and general contractor, as additional insureds. Certificates of insurance shall provide that no change or cancellation of such insurance coverage shall be undertaken without thirty (30) days written notice to Landlord. Tenant's contractor shall deliver the necessary insurance certificates to Landlord prior to commencing work.

i. Minimum Limits. Tenant's General Contractor's and Subcontractors' Required Minimum Coverage and Limits of Liability:

a. Workmen's Compensation, Employer's Liability Insurance with limits of not less than \$100,000 and as required by the law of the State in which the Shopping Center is located and any insurance required by an

Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any liability under the aforementioned acts.

b. Commercial General Liability Insurance (including Contractor's Protective Liability) in an amount not less than \$1,000,000 per person and \$3,000,000 per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof, with a minimum aggregate limit of \$3,000,000. Such insurance shall provide for explosion and collapse coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contract and whether such operations are performed by the general contractor, subcontractors, or any of their subcontractors, or by anyone directly or indirectly employed by any of them.

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

- (i) Bodily injury - \$500,000 each person
- (ii) Bodily injury - \$1,000,000 each occurrence
- (iii) Property damage - \$100,000 liability

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

- a. Bodily injury each person \$1,000,000
- b. Bodily injury each occurrence \$3,000,000
- c. Property damage each occurrence \$500,000
- d. Property damage each aggregate \$500,000

iii. Tenant's Builders' Risk Insurance. Tenant shall provide a completed Value Form "All Physical Loss" Builders' Risk coverage on its work in the Premises as it relates to the building within which the Premises is located, naming the interest of the Landlord, its general contractor and all subcontractors, as their respective interests may appear, within a radius of 100' of the Premises.

2. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job, if any. All work shall be coordinated with the general project work.
3. Tenant's contractor and construction shall comply in all respects with applicable Federal, state, and/or local 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 the Tenant.
4. Landlord shall have the right to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any of Tenant's Work which Landlord deems necessary to be done on an emergency basis and which pertains to structural components, the general utility systems for the project, and the erection of temporary barricades and temporary signs, per design criteria, during construction and/or the period following the opening of the center for business.
5. Tenant's work shall be subject to the inspection and approval of Landlord and Landlord's architect.
6. Tenant shall apply and pay for all utility meters and associated fees where applicable.
7. Upon the completion of Tenant's store work, all facilities shall be in full use, without defects.
8. All work performed by Tenant during the term of the Lease shall be performed so as to cause a minimum of 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 in confined areas and truck traffic is to be routed in and from the site as directed by Landlord so as not to burden the construction and/or operation of the Shopping Center.
9. After prior warning, Landlord shall have the right to order any tenant or tenant's contractor, who willfully violates the above requirements, to cease work, and to remove himself, his equipment and his employees from the Landlord's property.
10. No approval by the Landlord is valid unless in writing, signed by the Landlord or Landlord's architect.

C. TEMPORARY FACILITIES DURING CONSTRUCTION

1. Utility costs or charges for any service to the Premises shall be the responsibility of Tenant from the date the Tenant is obligated to commence Tenant's Work.
2. If necessary, Tenant will provide temporary heat for its Premises during construction.
3. Landlord to provide area for Tenant to connect his temporary service. Tenant is responsible for costs for temporary service.
4. Tenant is responsible for his own trash removal during the tenant's construction, fixturing and merchandise stocking period.

The Tenant shall not permit trash to accumulate within its area or in any area adjacent to its space. Should this situation develop and Landlord be forced to remove Tenant's trash, the cost for such service will be paid for by the Tenant.

D. LANDLORD'S RIGHT TO CORRECT DEFICIENCIES IN TENANT'S CONSTRUCTION

Landlord may, but shall not be obligated to, correct any of the items in Tenant's construction which have not been finished or completed in accordance with the requirements of this Lease and Tenant's working drawings. Landlord shall not undertake the doing of any such work until it shall have furnished Tenant with a final punch list of deficient items and permitted Tenant thirty (30) days thereafter to comply. In the event Landlord performs any such work, Tenant shall reimburse Landlord upon demand for any obligations thereby incurred.

PROVISIONS REGARDING CONSTRUCTION AND ALTERATION

In addition to any restructuring limitations and prohibitions imposed by the Lease, any construction or alteration permitted by the Lease shall be governed by the following provisions:

- (i) All construction, alteration, repair, renovation or reconstruction work undertaken by Tenant shall be performed in a neat, safe and workmanlike manner and shall be accomplished in an expeditious, diligent and speedy manner. Tenant shall take all reasonable measures to minimize any disruption or inconvenience caused by such work to the other parties and their invitees and customers and shall make adequate provisions for the safety and convenience of all parties and their invitees and customers. Such work shall be accomplished by Tenant in such a manner so as to minimize any damage or adverse effect, including dust and noise, which might be caused by such work to the other parties and the affected portion of the Shopping Center and cause as little disruption of and interference with use of the Common Areas and other portions of the Shopping Center as possible. Tenant shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Shopping Center upon which such work is performed to a condition equal to or better than the condition existing prior to beginning such work. In addition, Tenant shall pay

all costs and expenses associated therewith and shall promptly discharge or bond any lien relating thereto at Tenant's expense and shall indemnify, defend and hold Landlord and other tenants of the Shopping Center harmless from all damages, losses or claims attributable to the performance of such work. Without limiting the generality of the foregoing, in connection with any action to enforce this indemnity (as distinguished from any action against the indemnifying party by its employees), the indemnifying party hereby waives any immunity, defense, or protection that may be afforded by workers' compensation, industrial insurance or similar laws. Tenant shall use good faith efforts to cause its contractors and subcontractors to include such indemnity provisions in their contracts pertaining to work in the Shopping Center.

Any non-routine work shall be undertaken only after giving Landlord thirty (30) days prior written notice of the work to be undertaken, the scope, nature and extent of the work, the duration of the work, and the area in which the work is to be performed.

- (ii) Utility Connections. Any work performed by Tenant to connect to, repair, relocate, maintain or install any storm drain, utility line, sewer, water line, gas line, telephone conduits or any other public utility service shall be performed so as to minimize interference with the provision of such services to any other party. Tenant shall not interfere with any such public utilities and services if such interference would disrupt the orderly development and operation of the businesses conducted by any other party on any other portion of the Shopping Center. Tenant shall bear the cost of any overtime or other additional expense necessitated by such request. Any work or installation, alteration, replacement or repair of utility installations which requires interference with the paving in the parking area or driveways in the Common Area shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the Common Area and access of all users to the various business establishments in the Shopping Center.
- (iii) Compliance with Laws. All construction, alteration, repair, renovation or reconstruction work undertaken by Tenant shall comply with any plans and specifications therefor approved pursuant to this Lease, the requirements of the ECR, the requirements of all applicable governmental authorities having jurisdiction and all applicable laws, ordinances, rules and regulations of such authorities, including without limitation, zoning laws and building codes. Tenant shall also secure all necessary licenses and permits from governmental bodies and agencies prior to commencing its construction, alteration, repair, renovation or reconstruction work.
- (iv) Time Restrictions. Other than the initial construction of the Premises, no construction, alteration, repair, renovation, reconstruction or activity, including storage of construction equipment or materials, shall be conducted by Tenant during the months of April, August, November and December of any calendar year unless such construction activity is conducted only within an enclosed area without obstruction to any part of the parking areas, driveways, walkways, or accesses, or unless such construction activity is required in connection with emergency repairs or as a result of a casualty and in such instance the construction activity shall be conducted pursuant to the requirements of this Lease.

- (v) Fencing Off Construction. Tenant shall, at its own cost and expense upon request of the party(ies) open for business, fence off or cause to be fenced off any development, construction, repair, alteration or remodeling work performed by Tenant on any exterior portion of the Shopping Center. Fencing shall be of such height and of a construction sufficient to protect existing facilities in the Shopping Center from dust, debris and other inconveniences occasioned by such work, and to protect users from safety hazards resulting from such work. In addition, such fencing shall be constructed of materials and shall be of a color which are architecturally harmonious, and which shall further be subject to written approval of Landlord and Tenant, said approval not to be unreasonably withheld or delayed. Each fence and the signs or advertising material placed upon each fence shall be painted with a color or colors harmonious with the colors of the balance of the Shopping Center buildings provided, however, that if Tenant is a national or regional owner, occupant or tenant shall be permitted to place its prototypical logo on such fence.
- (vi) Staging and Interference. Tenant shall use reasonable efforts not to interfere with the other parties' construction activities or ongoing operations of retail facilities within the Shopping Center so as to minimize interference with other tenants' operations, to avoid the undermining of any footings, to prevent the obstruction of the parking area to prevent the obstruction of service drives and to minimize interference with the visibility of other tenants' premises or signage and pylon or monument signage from all surrounding roadways.
- (vii) Condition of Work Site. During construction by Tenant, the construction site and surrounding area shall be kept reasonably clean and free of construction material, trash and debris by the party performing such construction and the constructing party shall take appropriate precautions to protect against personal injury and property damage to the owners, other tenants, licensees, permittees or invitees.

SIGNAGE CRITERIA

SIGN CRITERIA

1. Any occupant of the Shopping Center occupying less than twenty thousand (20,000) square feet of Floor Area may have only one (1) identification sign placed on the exterior of the building it occupies; provided, however, that if any such occupant is located at the corner of a building, then such occupant may have an identification sign on each side of such corner. Any occupant occupying at least twenty thousand (20,000) square feet of Floor Area may have more than one (1) identification sign placed on the exterior of the building it occupies.
2. No permanent occupant identification sign attached to the exterior of a building shall be:
 - a. placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy or top of the wall upon which it is mounted;
 - b. placed at any angle to the building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;
 - c. painted on the surface of any building;
 - d. flashing, moving or audible signs;
 - e. signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; or
 - f. paper or cardboard signs, temporary signs (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each occupant's space a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar bits of information.
3. No occupant of less than twenty thousand (20,000) square feet of Floor Area shall have an exterior sign which identifies leased departments and/or concessionaires operating under the occupant's business or trade name, nor shall such sign identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the occupant's trade name.
4. Notwithstanding anything contained herein to the contrary, Landlord and Tenant shall be permitted to place within the Common Areas directional signs or informational signs such as "Handicapped Parking," the temporary display of "grand opening" or "coming soon" or "now hiring" signs, the temporary display of leasing information and the temporary erection of one sign identifying each contractor working on a construction job.
5. Any other provisions or restrictions that may be adopted by Fulton County, Georgia.

SCHEDULE FOR DELIVERY OF TENANT'S PLANS AND SPECIFICATIONS

SCHEDULE FOR DELIVERY OF TENANT'S PLANS AND SPECIFICATIONS

All prints, drawing information, and other material to be furnished by Tenant as required hereinafter shall be addressed to Landlord as provided at the address for notices in the Lease.

A. STORE DESIGN DRAWINGS

1. Within thirty (30) days from the date of execution of Lease, Tenant shall engage an architect registered in the State in which the Shopping Center is located for the purpose of preparing the design drawings, working drawings, and specifications for the Premises and shall submit to Landlord one (1) set of reproducible prints of store design drawings, showing intended design, character and finishes of the Premises. Such package shall include separate drawings for signs in accordance with the Sign Criteria. The store design drawings shall comply with the Design Criteria and shall set forth the requirements of Section 3 of Handbook of Tenant Information within the Premises. Said drawings shall include, but not be limited to the following:
 - a. Architectural design of the space, including floor plans, elevations, sections, and renderings indicating material and color selections and finishes.
 - b. Mechanical system: Showing additions and/or alterations to the system provided by Landlord.
 - c. Electrical system: Floor and reflected ceiling plans showing outlets, type of lighting fixtures, other electrical equipment contemplated and location of panel and meter, together with projected electrical loads.
 - d. Plumbing system: Location and type of fixtures including plumbing layout. (Toilet rooms as per location shown on the Space Layout Drawings.)
2. Within ten (10) days after receipt of store design drawings, Landlord shall return to Tenant, one (1) set of prints of store design drawings with its suggested modifications and/or approval. If store design drawings are returned to Tenant with comments, but not bearing approval of Landlord, said store design drawings shall be revised by Tenant and one (1) set of reproducible prints of the revised drawings shall be submitted to Landlord for approval within ten (10) days of receipt by Tenant of the store design drawings returned to Tenant by Landlord without approval.
3. If upon receipt of approved store design drawings bearing Landlord's comments, Tenant wishes to take exception thereto, Tenant may do so in writing, by certified or registered mail addressed to Landlord at the address for notices as provided in the Lease within ten (10) days from date of receipt of such store design drawings. Unless

such action is taken, it will be deemed that all comments made by Landlord on store design drawings are acceptable to and approved by Tenant.

B. WORKING DRAWINGS AND SPECIFICATIONS

1. Tenant shall submit to Landlord working drawings and specifications, prepared by Tenant's architect in the form of one (1) set of reproducible prints, and sign shop drawings, prepared by Tenant's sign contractor, within twenty-one (21) days from receipt by Tenant of Landlord's approval of store design drawings. The fees for Tenant's architect shall be paid for by Tenant.
2. Working drawings and specifications shall be prepared in strict compliance with the Design Criteria and requirements as set forth in Section I.C of this Section of the Tenant's Handbook.
3. Working drawings, to minimum scales as called for below, and specifications shall include, but not be limited to, the following:
 - a. Key plan showing location of the Premises.
 - b. Floor plan at a 1/4" scale (1/4" = 1').
 - c. Overall sections at 1/4" scale.
 - d. Reflected ceiling plan at 1/4" scale.
 - e. Interior elevations of walls 1/4" scale.
 - f. Full sections of types of partitions used at 1/2" scale.
 - g. Details of special conditions encountered at 1 and 1/2" scale.
 - h. Door schedule with jamb details at 1 and 1/2" scale.
 - i. Finish and color schedule.
 - j. Electrical plans at 1/4" scale.
 - k. Electrical details, fixture schedules, one line electrical riser diagram, and final electrical load tabulations.
 - l. Mechanical plans at 1/4" scale.
 - m. Plumbing plans at 1/4" scale.
4. Within ten (10) days after receipt of working drawings and specifications, Landlord shall return to Tenant one (1) set of prints of store working drawings with its suggested modifications and/or approval. If working drawings are returned to Tenant with comments, but not bearing approval of Landlord, said working drawings shall be revised by Tenant and one (1) set of reproducible prints of the revised drawings shall be submitted to Landlord for approval within ten (10) days of receipt by Tenant of the working drawings returned to Tenant by Landlord without approval.

RULES AND REGULATIONS

RULES AND REGULATIONS

1. Tenant shall make all deliveries or shipments of any kind to and from the Premises, including loading of goods, only by way of the rear of the Premises.
2. Tenant shall not use the Common Areas in the Shopping Center for business purposes or special events.
3. Tenant shall not use plumbing facilities for any other purpose than that for which they are constructed.
4. Tenant shall use, at Tenant's cost, a pest extermination contractor, but no less often than once annually.
5. Tenant shall not place or permit:
 - (a) displays on the sidewalk in front of the Premises or upon any of the Common Areas of the Shopping Center unless such displays are permitted by law and the ECR;
 - (b) anything to be displayed, stacked, hung from the ceiling, racked, stored, etc. on the sidewalks outside the shops unless Tenant:
 - (1) obtains the Landlord's prior written approval;
 - (2) acquires adequate insurance coverage; and
 - (3) accepts all liability for the sidewalk outside the shops
 - (c) any bicycles, motorized and non-motorized vehicles to park on the sidewalks and only in designated places in the Common Areas.
6. Prior to installation, Landlord must approve in writing all signs of any type that are to be installed or displayed in the Common Areas except as otherwise authorized by this Lease. Unauthorized signs will be removed by Landlord without notice.
7. Tenant shall not solicit for any reason in the Common Areas without prior written approval from Landlord.
8. Tenant shall not distribute sales flyers, pamphlets, or any type of advertising literature in the Common Areas or on parked cars.
9. Unless directly related to business, as stated in the body of the Lease, Tenant shall not permit animals in the Common Areas.

10. Tenant shall not walk upon the roof of the Shopping Center, nor make any installations upon or through the roof or walls of the Shopping Center, without the prior written consent of Landlord.
11. Tenant shall occupy its Premises, conduct its business, and control its agents, employees, invitees and visitors in such a manner as is lawful and will not create a nuisance.
12. Tenant shall not allow any operation that emits any odor or matter which intrudes into other portions of the Building or the Shopping Center.
13. Tenant shall not place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be heard from outside the Premises.
14. Tenant shall install and maintain "display window(s)" or storefronts that are consistent with the quality and character of the Shopping Center. Tenant shall not conduct any practice that is detrimental to the overall aesthetics and quality of the Shopping Center.
15. Tenant shall not permit any waste to accumulate in the Premises nor shall Tenant use the Premises in any way which would be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Shopping Center.
16. Tenant shall conduct no fire, auction, bankruptcy, going-out-of-business, lost-our-lease, or similar sales in the Premises, nor shall Tenant operate the Premises as a wholesale store, a cooperative store, a second hand store or sample store, or a surplus store.
17. Tenant shall conduct no business operations on any of the sidewalks serving the Shopping Center or in the Common Areas.
18. Tenant shall cause its employees to park in any Shopping Center employee parking areas designated by Landlord.

EXHIBIT C

PROHIBITED USES

In addition to and not in limitation of the provisions of the Lease respecting prohibited uses of the Premises and Tenant's covenant not to use the Premises for any purposes other than the Permitted Use, Tenant shall not use the Premises for any use prohibited or restricted in the ECR.

EXHIBIT D

GUARANTY

THIS GUARANTY (the "Guaranty") made and entered into this ____ day of _____, 20__, by **Urban Brands, Inc.** ("Guarantor"), a _____ corporation, to and for the benefit of **Hendon Old National, LLC**, a Georgia limited liability company ("Landlord").

WITNESSETH:

WHEREAS, Landlord and **Large Apparel of Georgia, Inc.**, a Georgia corporation, as Tenant (the "Tenant") propose to enter into a certain Lease dated _____, 20__ (the "Lease") for the leasing of space located in Suite _____ (the "Premises") of the shopping center commonly known as "_____", and

WHEREAS, Guarantor as _____ of Tenant is desirous that Landlord make and enter into the Lease with Tenant; and

WHEREAS, Landlord requires as a condition to its execution of the Lease that Guarantor guarantees the full performance of the obligations of Tenant under the Lease;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the execution of the Lease by Landlord and for other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged by Guarantor, Guarantor does hereby agree as follows:

1. **Guaranty** - Guarantor hereby unconditionally guarantees the full, faithful and punctual performance of each and all of the terms, covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in accordance with and within the time prescribed by the Lease, including, without limitation, the payment of all Minimum Rent, Additional Rent, all other charges or other sums accruing under the Lease, any damages owed Landlord in the event Tenant defaults under the Lease, together with interest on all of the foregoing as provided in the Lease, and all other costs and expenses required to be paid by Tenant under the Lease, including, without limitation, attorneys' fees, if applicable, incurred by Landlord (all of the foregoing sometimes hereinafter referred to as the "Obligations"). Guarantor does hereby agree that if all or any part of the Obligations are not paid or performed by Tenant pursuant to the terms and conditions of the Lease, Guarantor will immediately make such payments to Landlord or cause such performance to occur.

2. **No Discharge** - This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding (i) any extension, modification, amendment or alteration of the Lease between Landlord and Tenant, (ii) any assignment of the Lease or sublease of the Premises, with or without the consent of Landlord, (iii) any extension or modification of the liability of Tenant

or any extension, modification or release of the liability of any other guarantor of the Lease, (iv) any dissolution or liquidation of Tenant or change in the composition of the partners of Tenant; and no extension, modification, amendment, alteration or assignment of the Lease, sublease of the Premises, dissolution of Tenant, change in the composition of partners of Tenant, and no other agreements or releases between Landlord and any other guarantor of the Lease (with or without notice to or knowledge of Guarantor) shall in any manner release or discharge Guarantor. Guarantor does hereby consent to any such extension, modification, amendment, alteration, release or assignment of the Lease, sublease of the Premises, dissolution or liquidation of Tenant or change in the composition of partners of Tenant. This Guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor.

3. **Unchanged by Bankruptcy** - This Guaranty will continue unchanged notwithstanding any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof, any discharge of Tenant in connection therewith, or any disaffirmance or abandonment by a trustee or Tenant.

4. **Transfer or Assignment** - Landlord may, without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder.

5. **Primarily Liable** - This Guaranty is a guaranty of payment and not of collection. The liability of Guarantor under this Guaranty shall be primary and direct and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Tenant or any other party liable under the Lease or any other guaranty of the Lease. Guarantor hereby waives any right that it may have pursuant to applicable law to require that Landlord proceed first against Tenant before pursuing Guarantor.

6. **Default** - In the event of a default by Tenant under the Lease, Landlord shall have the right to enforce its rights, powers and remedies under the Lease, any other guaranty of the Lease, and under this Guaranty and all rights, powers and remedies available to Landlord shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, any other guaranty of the Lease or under this Guaranty or by law or in equity. The obligations of Guarantor hereunder are independent of the obligations of Tenant or any other guarantor, and Landlord may proceed directly to enforce all rights under this Guaranty without proceeding against or joining Tenant, any other guarantor or any other person or entity. Guarantor hereby authorizes and empowers Landlord upon a default by Tenant under the Lease, at its sole discretion and without notice to Guarantor, to exercise any right or remedy which Landlord may have under the Lease and Guarantor shall be liable to Landlord for any deficiency resulting from the exercise by it of any such remedy, even though any right which Guarantor may have against Tenant or others may be lost or diminished by exercise of any such remedy. Until all of the Obligations have been performed and paid in full, Guarantor shall have no right of subrogation to

Landlord and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

7. **Proceeds** - Guarantor hereby authorizes Landlord, without notice to Guarantor, to apply all payments and credits received from Tenant or realized from any personal property of Tenant on the Premises in such manner and in such priority as Landlord in its sole judgment shall see fit to the Obligations which are the subject of this Guaranty.

8. **Binding on Successors** - Guarantor's obligations hereunder shall not be assigned or delegated but this Guaranty shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor.

9. **Waivers** - Guarantor expressly waives and agrees not to assert or take advantage of: (a) any defense that may arise by reason of the failure of Landlord to file or enforce a claim against Tenant or Guarantor in bankruptcy or any other proceeding, (b) any defense based on the failure of Landlord to give notice of the creation, existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the Obligations, (c) any duty on the part of Landlord to disclose to Guarantor any facts it may know or hereinafter acquire regarding Tenant, (d) any defense based on lack of diligence on the part of Landlord in the collection of any and all of the Obligations, and/or (e) demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, and any and all other notices or demands to which Guarantor might otherwise be entitled by law. The intent of this provision is to render the liability of Guarantor hereunder co-extensive with the liability of Tenant under the Lease (except that Guarantor shall not be entitled to any defenses resulting from any bankruptcy or similar proceeding affecting Tenant) by waiving any defense that would result in Guarantor not being liable to the extent that Tenant is liable.

10. **No Oral Modification** - This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord except by a writing signed by Landlord.

11. **Representations** - Guarantor hereby represents and warrants that:

(a) Guarantor is not in default under any agreement to which Guarantor is a party, the effect of which will materially and adversely impair performance by Guarantor of the Obligations;

(b) There are no actions, suits or proceedings pending or threatened against Guarantor before any court or any governmental, administrative, regulatory, adjudicatory or arbitral body or agency of any kind that will affect performance by Guarantor of the Obligations; and

(c) Neither this Guaranty nor any document, financial statement, credit information, certificate or statement heretofore furnished or required herein to be furnished to

Landlord by Guarantor contains any untrue statement of facts or omits to state a fact material to this Guaranty as of the date of this Guaranty.

12. **Severability** - The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty shall not extend beyond such provision or circumstances, and no other provision of this instrument shall be affected thereby. This provision shall control every other provision of this Guaranty.

13. **Construction** - Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

14. **Choice of Law** - This Guaranty is to be performed in the State where the Premises is located and shall be governed by and construed in accordance with the laws of the State where the Premises is located.

15. **Counterparts** - This Guaranty is executed in multiple counterparts, all of which shall be deemed originals, but all of which shall constitute one and the same instrument.

16. **Captions** - The paragraph headings used in this Guaranty are for suggestive purposes only and are not intended to be an accurate or comprehensive summary of the terms and provisions of this Guaranty.

17. **Time of Essence** - Time is of the essence of this Guaranty.

18. **Joint and Several Liability** - The liability of Guarantor hereunder shall be joint and several with the liability of any other guarantor of the Lease and with the liability of any other party liable under the Lease.

19. **Financial Statements** - Guarantor agrees to provide Landlord upon request but not more often than annually with copies of its audited financial statements.

20. **Miscellaneous** - Notwithstanding anything contained herein to the contrary, (i) in no event shall the obligation of the Guarantor exceed the obligations imposed in the Lease except to the extent of attorney's fees and costs incurred by Landlord hereunder for which Guarantor is liable, (ii) the Guarantor reserves any and all defenses available to Tenant under the Lease except those that are the subject of express waivers contained herein and those available to Tenant in any bankruptcy or similar proceeding. In the event of any litigation relating to the terms of this Guaranty, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

IN WITNESS WHEREOF, Guarantor has hereunder caused this Guaranty to be executed under seal and delivered to Landlord the day and year first above written.

URBAN BRANDS, INC.

By: _____
Its: _____

Attest: _____
Its: _____

[CORPORATE SEAL]

Address:

EXHIBIT E

EXCLUSIVE USES

1. [EB Games] During the Term of this Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center (including any expansion thereof) with a floor area of less than 3,000 square feet primarily for the sale, resale, trading-in and renting of any one or more of the following items: (a) video games, (b) personal computer games, (c) hardware, accessories and other products related to categories (a) and (b), and (d) any substitutes, new formats or technological evolutions thereof (collectively, the "Exclusive Items") [unless not more than two hundred (200) square feet of surface display area of such other occupant's space is devoted to the retail display of such Exclusive Items]. The provisions of this Section shall not apply to any of the following: (i) any tenant or other occupant of the Shopping Center with a floor area in excess of 3,000 square feet, (ii) any cellular phone provider that may offer hand-held phone entertainment software as a portion of its business, (iii) any tenant whose lease was fully executed on the date hereof; and (iv) the Wal-Mart Tract.
2. [DOTS] Provided that Tenant is not in default under the terms and provisions of this Lease beyond any applicable cure period and is operating its business for the Permitted Use (except for closings due to casualty, condemnation, or force majeure), during the Term of this Lease, Landlord shall not lease, rent, occupy or permit (where permission is required) to be occupied or used, any space in the Shopping Center or any Outlots to or by any of the following tenants: Fashions Under 10, Pennsylvania Fashions, 9.99 Stockroom, Rue 21, One Price Clothing, BestPrice!Fashions, Simply Fashions, J. Silver, Gallo, Christies, Omni Apparel (20 Below), It's Fashions, Fashion Cents, Pretty Woman, Cato, Rainbow Fashions, Pay Half or Forever 21 (individually, "Competing Business" and collectively, "Competing Businesses") so long as the merchandise offered for sale by the Competing Business is substantially comparable to the merchandise offered by the Competing Business as of the date of this Lease. The provisions of this Section shall not apply to any of the following: (i) any tenant whose lease was fully executed on the date hereof; (ii) tenants with 12,000 or more square feet; and (iii) the Wal-Mart Tract.

OLD NATIONAL OVERLAY DISTRICT

ARTICLE XIID. OLD NATIONAL HIGHWAY OVERLAY DISTRICT*

*Editor's note: Adopted by the Board of Commissioners on Aug. 21, 1996; amended Aug. 4, 1999; amended May 7, 2003.

12D.1 Purpose and intent.

The Board of Commissioners of Fulton County, Georgia hereby declares it to be the purpose and intent of this Resolution to establish a uniform procedure for providing for the protection, enhancement, preservation, unity of design, and use of places, sites, buildings, structures, streets, neighborhoods, and landscape features in the Old National Highway District in accordance with the provisions herein.

This Resolution is adopted as part of a strategy designed to promote the health, safety, order, prosperity, and general welfare of the citizens of Fulton County through the regulation of design, aesthetics, location, bulk, size of buildings and structures, and the density and distribution of population.

This Resolution also seeks to reduce congestion on the streets; to provide safety from fire, flood and other dangers; provide adequate light and open space; protect the natural environment and address other public requirements, in order to provide sustainable development that involves the simultaneous pursuit of economic prosperity, environmental protection and social quality.

This Resolution also seeks, among other things, to promote accepted design principles in areas of new development and redevelopment, to raise the level of community understanding and expectation for quality in the built environment, to protect and enhance local aesthetic and functional qualities, and to stimulate business and promote economic development.

In consideration of the character of the Old National Highway District, these regulations are to monitor the suitability for certain uses, construction and design, prevent functional and visual disunity, promote desirable conditions for community and commerce and protect property against blight and depreciation.

12D.2 Old National Highway Overlay District regulations.

The Old National Highway Overlay District applies to all properties zoned or developed for nonresidential and residential uses (except single family detached dwelling units) which have frontage on Old National Highway or have direct access to Old National Highway, or are located on streets that intersect Old National Highway in Fulton County between the City of College

Park limits, Union City limits, and Fayette County (see attached map). Within the Old National Highway Overlay District, land and structures shall be used in accordance with the standards of the underlying district.

Whenever provisions of this Article conflict with any other Article in the Zoning Resolution of Fulton County or any other Fulton County ordinances, regulations, or resolutions, these standards shall prevail.

12D.3. Development standards.

12D.3.A. Landscaping.

1. 15-foot wide landscape strip along any property line adjacent to a public street when Article 4 of the Zoning Resolution otherwise specifies a smaller landscape strip:
 - a. The landscape strip may be as specified by the Fulton County Tree Preservation Ordinance, or may be a combination of hardscape elements (plazas, planters, benches, fountains and tables, etc.), ground cover, shrubs, and the required number of hardwood trees as specified by the Tree Preservation Ordinance.
 - b. Shrubs shall be a minimum height of 3 feet at time of planting.
 - c. A minimum of one 3" caliper hardwood shade tree is required for every thirty (30) linear feet of landscape strip.
2. 10-foot wide landscape strip along any interior property line adjacent to a nonresidential zoning and/or use.
3. All landscaped areas shall be maintained by the property owner(s).
4. Landscape treatments shall not obscure street addresses.

12D.3.B. Screening.

1. Refuse areas shall be enclosed on four (4) sides with opaque fencing, 12 inches higher than the receptacle, and constructed of the same material as the building structure. One side shall be a self-closing gate. Refuse receptacles shall not be placed within 50 feet of an existing residential or AG-1 (Agricultural) zoning district.
2. Accessory site features are prohibited in the front yard of any property.
3. Accessory site features located on the ground shall be screened from view from any public right-of-way, any residential use, or any residential or AG-1 zoning category by one of the following: placement behind the building, 100 percent opaque fencing, berm or vegetative screen planted to buffer standards.

4. Accessory site features on a roof shall be screened by a parapet or other architectural feature or as approved by the Director of Environment and Community Development.
5. When required, fencing material around detention/retention facilities shall be black or hunter green vinyl coated chain link fence.
6. Retaining walls shall be faced with or constructed of stone, brick, or decorative concrete modular block only.
7. Loading docks shall be screened by a continuous hedge of evergreen shrubs. Shrubbery shall be a minimum height of five (5) feet at time of planting. Shrubbery must be cared for under a continuous maintenance program. (Amended 07/02/03)

12D.3.C. Pedestrian Paths.

1. Sidewalks are required along all public and private road frontages.
2. Internal walkways (paths) are required from the public sidewalk to the main entrance of the principle use of the property and shall meet applicable Americans with Disabilities Act (ADA) standards for slope, width, texture, level differences, and ramps.
3. Pedestrian paths may be constructed of either colored/textured materials or conventional sidewalk materials and shall be clearly identified.
4. Pedestrian paths shall be illustrated on the site plan submitted at the time of application for a Land Disturbance Permit
5. Paths shall be designed to minimize direct auto-pedestrian interaction.
6. Paths shall be connected to signalized crosswalks where applicable.
7. Paths shall be direct and convenient routes between points of origin (such as a bus stop) and destination (such as a shop, bank, etc).
8. Street furniture shall be located outside the specified width of any pedestrian path.

12D.3.D. Building Materials and Architectural Treatments.

1. Developments shall include architecture elements such as columns, arcades, covered entry-walkways, arches, facade offsets, windows, balconies, offset walls, clock towers, cupolas and/or courtyards.

2. All buildings shall be brick, precast concrete, natural stone, cementitious stucco, tinted glass or horizontal clapboard siding. Exterior metal siding is allowed in industrially zoned districts but only on non street-facing facades.
3. The exterior wall materials of all structures except industrial buildings shall consist of a minimum of 60 percent (per vertical wall plane) of the following: horizontal clapboard siding, brick or stone.
4. Accent wall materials of glass, architecturally treated concrete masonry, precast stone, or stucco shall not exceed 40 percent per vertical wall plane.
5. The principle entry area of a building shall be articulated and express greater architectural detail than other portions of the building.
6. Exterior finishes for accessory structures shall be consistent with the principle structure.
7. Permitted colors for exterior walls, building components, sign structures, accent and decorative elements shall be as specified by Table 12D or as approved by the Director of Environment and Community Development.

Table 12D
Allowable Architectural Treatment, Accent and Trim Colors for
the Old National Overlay District
(Reference Pantone Color Formula Guide)

TABLE INSET:

Red Tones	Blue Tones	Yellow Tones	Green Tones	Brown Tones	Gray Shades	Black Shades
162 C	270 C	100 C	3288 C	406 C	420 C	432 C
1625 C	271 C	101 C	3298 C	407 C	421 C	433 C
1635 C	275 C	107 C	336 C	408 C	422 C	Cool Gray 11
180 C	2706 C	113 C	348 C	409 C	423 C	432 U
1805 C	2726 C	117 C	349 C	410 C	424 C	433 U
1815 C	2756 C	120 C	357 C	411 C	425 C	438 U

Red Tones	Blue Tones	Yellow Tones	Green Tones	Brown Tones	Gray Shades	Black Shades
434 C	2707 C	121 C	364 C	438 C	427 C	439 U
435 C	2717 C	122 C	365 C	439 C	428 C	440 U
436 C	2727 C	1205 C	366 C	Warm Gray 10 C	429 C	
437 C	2708 C	1215 C	372 C	Warm Gray 9 C	430 C	
691 C	277 C	127 C	441 C	Warm Gray 6 C	431 C	
697 C	278 C	128 C	442 C	719 C	Cool Gray 1 C	
	2758 C	134 C	443 C	720 C	Cool Gray 2 C	
	283 C	135 C	444 C	722 C	Cool Gray 3 C	
	290 C	1345 C	445 C	726 C	Warm Gray 1 C	
	291 C	1355 C	614 C	728 C	Warm Gray 1 U	
	317 C	1365 C	615 C		Warm Gray 2 U	
	324 C	141 C			Cool Gray 1 U	

Red Tones	Blue Tones	Yellow Tones	Green Tones	Brown Tones	Gray Shades	Black Shades
	656 C	142 C				
		143 C				
		148 C				
		149 C				
		155 C				
		156 C				

8. Neon lights outlining and/or detailing building features are prohibited.
9. Roof colors shall be black, gray, brown, or green. Reflective and metallic colors are prohibited.
10. Cinder block, corrugated steel, wood siding, exposed plywood and exposed pressboard are prohibited as exterior finishes.
11. Flat roofs and roof-mounted equipment shall be screened from the view of public and private streets by a parapet. No parapet shall be required to be greater than 4 feet above roof.
12. Burglar bars, steel gates, metal awnings and steel-roll down curtains are prohibited on the exterior and interior of the structure except at the structure's rear.
13. Chain link fencing is prohibited except in retention/detention areas. All chain link fencing must be black or green vinyl clad.
14. Vending machines, paper stands, and other similar devices must be located inside a building.

12D.3.E. Miscellaneous Provisions. (Amended 03/03/04)

1. Previously disturbed vacant lots shall not be paved unless it is a pre-existing condition.
2. Vacant lots shall not be overgrown (vegetative cover exceeding 6-inches in height) and must be maintained. The lot must remain free of trash and debris.

3. All openings of abandoned structures shall be secured from unauthorized entry.
4. All fabricated boards used to board up all openings of abandoned structures shall be painted on the exterior surface the same color as the building.
5. All garbage, trash, and other debris shall be removed from the interior and exterior of vacant premises.
6. A deadbolt shall be installed on the front exterior door above the existing lock of an abandoned structure.
7. Except as provided for in Article 19, the storage and/or sale of goods is prohibited in parking lots and other areas outside of the interior or permanently sheltered portions of a building. (Amended 03/03/04)
8. Shopping carts shall be stored inside the structure or in parking lot receptacles.

12D.3.F. Architectural Review Process (Added 03/03/04)

1. At the time of application for rezoning and/or use permit, a land disturbance permit or a building permit, the applicant will be directed to the community for a review of Old National Overlay District Design Standards. The community will be allowed ten working days to review and comment. An application which otherwise conforms to applicable codes and regulations shall not be delayed issuance of a permit for more than 10 working days due to this review and comment period.
2. Prior to the issuance of a building permit, the applicant shall submit samples of exterior materials, colors, design and architectural details of proposed building(s) and demonstrate compliance with the architectural design standards set forth in this ordinance.
3. Fulton County staff will review land disturbance, exterior building and sign permit applications for compliance with the Old National Highway Overlay District. Upon determination of compliance, a Certificate of Endorsement (COE) will be provided in the form of signing the formally submitted plans and drawings.

12D.4. Signs.

1. Multi-tenant developments with a minimum of 500 feet of frontage are allowed one (1) identification monument for the overall development which shall not exceed 64 square feet in surface area. Height shall be in accordance with Article 33 of the Zoning Resolution.

2. Multi-tenant developments with less than 500 feet of frontage and single tenant developments are allowed one identification monument not to exceed 32 square feet in surface area and six feet in height measured from finished grade. Gas stations are allowed an additional 24 square feet of surface area to advertise gasoline prices.
3. Outparcels are allowed one identification monument sign per outparcel. The identification monument shall not exceed 24 square feet in surface area and 4 feet in height measured from finished grade.
4. Each business in a multi-tenant development, single tenant developments, and outparcels are allowed one wall sign except businesses located on corner lots which are allowed one wall sign on each street-facing wall. Wall signs shall not exceed five percent of the corresponding wall area.
5. Wall sign faces shall be flush against the wall, shall not cover architectural features or details, and shall not extend beyond the roof line or outer edges of the building.
6. Except for principle anchors, wall signs shall be uniform in alignment and height in developments in which multiple businesses share a building
7. Sign lighting shall be in accordance with Article 33 of the Zoning Resolution.
8. All sign surfaces and structures shall be kept in good repair.
9. The architectural color standards of the Overlay District apply to the sign structure and not the sign face.
10. Businesses which close or move are required to remove all signage (including sign structures) identifying the business inclusive of free standing signs and any structures attached thereto within three (3) months of abandoning the structure.
11. Awnings and canopies with a company's name and/or logo are considered signs.
12. Sign structures and faxes constructed of wood or canvas materials are prohibited.
13. Sandwich board signs and electronic/manual reader boards are prohibited. Rotating, pole, pylon, projecting, portable, flashing, animated, blinking or fluctuating, and neon signs (except those which read "open" or "closed") are prohibited as signage and as signage accents.
14. No vehicle with lettering or graphics greater than two (2) inches in height identifying or promoting a business or commercial activity shall be stored within 50-feet of the curb of any public street if visible from the public street.

15. Windows shall not be painted for permanent advertising purposes, except for temporary holiday decorations and to display proprietors' name, business name, and address for identification purposes.
16. Posters, placards, or signs affixed to or placed in windows along the Old National Highway Corridor are prohibited.
17. Lettering for address signage must be 4 inches in height or as required by the Fulton County Building Code. (Amended 07/02/03)

12D.5. Severability.

In the event that any section, subsection, sentence, clause or phrase of this Article shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, subsections, sentences, clauses or phrases of this Article, which shall remain in full force and effect, as if the section, subsection, sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

12D.6. Appeals.

Any persons aggrieved by a final decision of the Department of Environment and Community Development relating to this article may appeal such final decision to the Board of Zoning Appeals by filing in writing setting forth plainly, fully and distinctly why the final decision is contrary to law per the Fulton County Zoning Resolution. Such appeal shall be filed within 30 days after the final decision of the department is rendered.

12D.7 Adoption and effective date.

Now, therefore be it resolved, the Fulton County Board of Commissioners does hereby ordain, resolve and enact the foregoing Article XIID to the Zoning Resolution of Fulton County, Georgia.

GUARANTY

THIS GUARANTY (the "Guaranty") made and entered into this 13th day of April, 2005, by Urban Brands, Inc. ("Guarantor"), a Delaware corporation, to and for the benefit of Hendon Old National, LLC, a Georgia limited liability company ("Landlord").

WITNESSETH:

WHEREAS, Landlord and Large Apparel of Georgia, Inc., a Georgia corporation, as Tenant (the "Tenant") propose to enter into a certain Lease dated April 13, 2005 (the "Lease") for the leasing of space located in Suite _____ (the "Premises") of the shopping center commonly known as "Old National Town Center", Fulton County, Georgia, and

WHEREAS, Guarantor as President/CEO of Tenant is desirous that Landlord make and enter into the Lease with Tenant; and

WHEREAS, Landlord requires as a condition to its execution of the Lease that Guarantor guarantees the full performance of the obligations of Tenant under the Lease;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the execution of the Lease by Landlord and for other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged by Guarantor, Guarantor does hereby agree as follows:

1. **Guaranty** - Guarantor hereby unconditionally guarantees the full, faithful and punctual performance of each and all of the terms, covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in accordance with and within the time prescribed by the Lease, including, without limitation, the payment of all Minimum Rent, Additional Rent, all other charges or other sums accruing under the Lease, any damages owed Landlord in the event Tenant defaults under the Lease, together with interest on all of the foregoing as provided in the Lease, and all other costs and expenses required to be paid by Tenant under the Lease, including, without limitation, attorneys' fees, if applicable, incurred by Landlord (all of the foregoing sometimes hereinafter referred to as the "Obligations"). Guarantor does hereby agree that if all or any part of the Obligations are not paid or performed by Tenant pursuant to the terms and conditions of the Lease, Guarantor will immediately make such payments to Landlord or cause such performance to occur.

2. **No Discharge** - This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding (i) any extension, modification, amendment or alteration of the Lease between Landlord and Tenant, (ii) any assignment of the Lease or sublease of the Premises, with or without the consent of Landlord, (iii) any extension or modification of the liability of Tenant or any extension, modification or release of the liability of any other guarantor of the Lease, (iv) any dissolution or liquidation of Tenant or change in the composition of the partners of Tenant; and no extension, modification, amendment, alteration or assignment of the Lease, sublease of

the Premises, dissolution of Tenant, change in the composition of partners of Tenant, and no other agreements or releases between Landlord and any other guarantor of the Lease (with or without notice to or knowledge of Guarantor) shall in any manner release or discharge Guarantor. Guarantor does hereby consent to any such extension, modification, amendment, alteration, release or assignment of the Lease, sublease of the Premises, dissolution or liquidation of Tenant or change in the composition of partners of Tenant. This Guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor.

3. **Unchanged by Bankruptcy** - This Guaranty will continue unchanged notwithstanding any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof, any discharge of Tenant in connection therewith, or any disaffirmance or abandonment by a trustee or Tenant.

4. **Transfer or Assignment** - Landlord may, without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder.

5. **Primarily Liable** - This Guaranty is a guaranty of payment and not of collection. The liability of Guarantor under this Guaranty shall be primary and direct and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Tenant or any other party liable under the Lease or any other guaranty of the Lease. Guarantor hereby waives any right that it may have pursuant to applicable law to require that Landlord proceed first against Tenant before pursuing Guarantor.

6. **Default** - In the event of a default by Tenant under the Lease, Landlord shall have the right to enforce its rights, powers and remedies under the Lease, any other guaranty of the Lease, and under this Guaranty and all rights, powers and remedies available to Landlord shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, any other guaranty of the Lease or under this Guaranty or by law or in equity. The obligations of Guarantor hereunder are independent of the obligations of Tenant or any other guarantor, and Landlord may proceed directly to enforce all rights under this Guaranty without proceeding against or joining Tenant, any other guarantor or any other person or entity. Guarantor hereby authorizes and empowers Landlord upon a default by Tenant under the Lease, at its sole discretion and without notice to Guarantor, to exercise any right or remedy which Landlord may have under the Lease and Guarantor shall be liable to Landlord for any deficiency resulting from the exercise by it of any such remedy, even though any right which Guarantor may have against Tenant or others may be lost or diminished by exercise of any such remedy. Until all of the Obligations have been performed and paid in full, Guarantor shall have no right of subrogation to Landlord and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

7. **Proceeds** - Guarantor hereby authorizes Landlord, without notice to Guarantor, to apply all payments and credits received from Tenant or realized from any personal property of

Tenant on the Premises in such manner and in such priority as Landlord in its sole judgment shall see fit to the Obligations which are the subject of this Guaranty.

8. **Binding on Successors** - Guarantor's obligations hereunder shall not be assigned or delegated but this Guaranty shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor.

9. **Waivers** - Guarantor expressly waives and agrees not to assert or take advantage of: (a) any defense that may arise by reason of the failure of Landlord to file or enforce a claim against Tenant or Guarantor in bankruptcy or any other proceeding, (b) any defense based on the failure of Landlord to give notice of the creation, existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the Obligations, (c) any duty on the part of Landlord to disclose to Guarantor any facts it may know or hereinafter acquire regarding Tenant, (d) any defense based on lack of diligence on the part of Landlord in the collection of any and all of the Obligations, and/or (e) demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, and any and all other notices or demands to which Guarantor might otherwise be entitled by law. The intent of this provision is to render the liability of Guarantor hereunder co-extensive with the liability of Tenant under the Lease (except that Guarantor shall not be entitled to any defenses resulting from any bankruptcy or similar proceeding affecting Tenant) by waiving any defense that would result in Guarantor not being liable to the extent that Tenant is liable.

10. **No Oral Modification** - This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord except by a writing signed by Landlord.

11. **Representations** - Guarantor hereby represents and warrants that:

(a) Guarantor is not in default under any agreement to which Guarantor is a party, the effect of which will materially and adversely impair performance by Guarantor of the Obligations;

(b) There are no actions, suits or proceedings pending or threatened against Guarantor before any court or any governmental, administrative, regulatory, adjudicatory or arbitral body or agency of any kind that will affect performance by Guarantor of the Obligations; and

(c) Neither this Guaranty nor any document, financial statement, credit information, certificate or statement heretofore furnished or required herein to be furnished to Landlord by Guarantor contains any untrue statement of facts or omits to state a fact material to this Guaranty as of the date of this Guaranty.

12. **Severability** - The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty shall not extend beyond such provision or circumstances, and

no other provision of this instrument shall be affected thereby. This provision shall control every other provision of this Guaranty.

13. **Construction** - Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

14. **Choice of Law** - This Guaranty is to be performed in the State where the Premises is located and shall be governed by and construed in accordance with the laws of the State where the Premises is located.

15. **Counterparts** - This Guaranty is executed in multiple counterparts, all of which shall be deemed originals, but all of which shall constitute one and the same instrument.

16. **Captions** - The paragraph headings used in this Guaranty are for suggestive purposes only and are not intended to be an accurate or comprehensive summary of the terms and provisions of this Guaranty.

17. **Time of Essence** - Time is of the essence of this Guaranty.

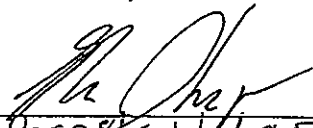
18. **Joint and Several Liability** - The liability of Guarantor hereunder shall be joint and several with the liability of any other guarantor of the Lease and with the liability of any other party liable under the Lease.

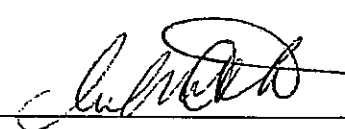
19. **Financial Statements** - Guarantor agrees to provide Landlord upon request but not more often than annually with copies of its audited financial statements.

20. **Miscellaneous** - Notwithstanding anything contained herein to the contrary, (i) in no event shall the obligation of the Guarantor exceed the obligations imposed in the Lease except to the extent of attorney's fees and costs incurred by Landlord hereunder for which Guarantor is liable, (ii) the Guarantor reserves any and all defenses available to Tenant under the Lease except those that are the subject of express waivers contained herein and those available to Tenant in any bankruptcy or similar proceeding. In the event of any litigation relating to the terms of this Guaranty, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

IN WITNESS WHEREOF, Guarantor has hereunder caused this Guaranty to be executed under seal and delivered to Landlord the day and year first above written.

URBAN BRANDS, INC.

By: 
Its: PRESIDENT/CEO

Attest: 
Its: MICHAEL A. ABATE
Vice President/Treasurer
[CORPORATE SEAL]

Address:
100 Metro Way
Secaucus, NJ 07094



KITCHENS
KELLEY
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Atlanta, Georgia 30305
Telephone: 404-237-4100
Facsimile: 404-364-0126

January 20, 2011

VIA FEDERAL EXPRESS TRACKING NO. 7943 3795 4139

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

Re: In re: UBI Liquidating Corp., f/k/a Urban Brands, Inc.; In the United States Bankruptcy Court for the District of Delaware; Case No. 10-13005 (KJC)

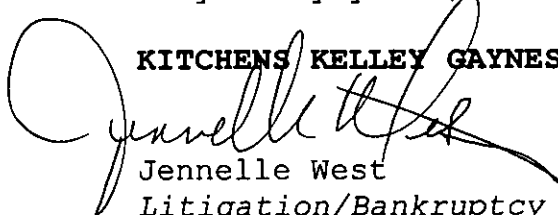
In re: Large Apparel of Georgia, Inc.; In the United States Bankruptcy Court for the District of Delaware; Case No. 10-13038 (KJC)

Dear Sir or Madam:

Enclosed please find an original and one copy of the proof of claims of Culver Center Partners Georgia, LLC and Culver Center Partners Georgia - West #1, LLC in the amount of \$10,389.11 filed against the tenant and guarantor in the above-referenced bankruptcy cases.

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

Very truly yours,



KITCHENS KELLEY GAYNES P.C.
Jennelle West
Litigation/Bankruptcy Paralegal

/jw
Enclosure

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