

UNITED STATES BANKRUPTCY COURT

District of Delaware

PROOF OF CLAIM

Name of Debtor:
Urban Brands, Inc.Case Number:
10-13005-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):

~~Compton Commercial Development Renaissance Plaza LLC~~

Name and address where notices should be sent:

Ryan & Associates
800 W. Sixth Street, Suite 320
Los Angeles, CA 90017Telephone number:
(213) 689-0881☐ Check this box to indicate that this claim amends a previously filed claim.Court Claim Number: _____
(If known)

Filed on: _____

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

Charles Dunn Res, Inc.
6180 Laurel Canyon Blvd., Suite 220
North Hollywood, CA 91606

Telephone number:

☐ 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.☐ Check this box if you are the debtor or trustee in this case.1. Amount of Claim as of Date Case Filed: \$ 33,672.77

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.2. Basis for Claim: Lease Cure - 195
(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: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See 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:

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$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).☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).☐ 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).☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 12.1.11

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.

Patrick J. Conn
Manager

FOR COURT USE ONLY

Urban Brands



00648

Proof of Claim Attachment

Debtor: Urban Brands, Inc.

Creditor: Compton Commercial Development Renaissance Plaza, LLC

Lease cure rent: \$31,172.77

Legal fees per lease: \$2,500.00

TOTAL: \$33,672.77

Ledger and lease attached.

Charles Dunn
 Charles Dunn Real Estate Service Inc
 800 West 6th Street, 6th Floor
 Los Angeles, CA 90017
 (313) 583-0800

Date : 1/10/2011

Lease Ledger

Code t0013090Property 5092

Lease From 12/22/1998

Name Large Apparel of CA, Inc.

Unit 127/131

Lease To 1/31/2014

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
6/1/2003	Basic Rent - Retail (06/2003)	127/131	4,800.00		4,800.00	277476
6/1/2003	E/P Common Area Maint (06/2003)	127/131	919.79		5,719.79	277477
6/1/2003	E/P - Real Estate Taxes (06/2003)	127/131	635.13		6,354.92	277822
6/1/2003	E/P - Insurance (06/2003)	127/131	158.50		6,513.42	277823
6/10/2003	Chk# 189577 ck dt 06/06/03			6,205.24	308.18	170913
7/1/2003	2003 CAM Reconciliation	127/131	4,834.66		5,142.84	283907
7/1/2003	E/P Common Area Maint Increase (01/01-05/31/03)	127/131	1,540.87		6,683.71	283908
7/1/2003	Basic Rent - Retail (07/2003)	127/131	4,800.00		11,483.71	285758
7/1/2003	E/P Common Area Maint (07/2003)	127/131	919.79		12,403.50	285759
7/1/2003	E/P - Insurance (07/2003)	127/131	158.50		12,562.00	285760
7/1/2003	E/P - Real Estate Taxes (07/2003)	127/131	635.13		13,197.13	285761
7/10/2003	Chk# 190801 ck dt 07/08/03			6,513.42	6,683.71	177005
8/1/2003	Basic Rent - Retail (08/2003)	127/131	4,800.00		11,483.71	295272
8/1/2003	E/P Common Area Maint (08/2003)	127/131	919.79		12,403.50	295273
8/1/2003	E/P - Insurance (08/2003)	127/131	158.50		12,562.00	295274
8/1/2003	E/P - Real Estate Taxes (08/2003)	127/131	635.13		13,197.13	295275
8/13/2003	Chk# 192190 date 08/06/03			6,513.42	6,683.71	183569
9/1/2003	Basic Rent - Retail (09/2003)	127/131	4,800.00		11,483.71	303517
9/1/2003	E/P Common Area Maint (09/2003)	127/131	919.79		12,403.50	303518
9/1/2003	E/P - Insurance (09/2003)	127/131	158.50		12,562.00	303519
9/1/2003	E/P - Real Estate Taxes (09/2003)	127/131	635.13		13,197.13	303520
9/17/2003	Chk# 193439 date 09/03/03			6,513.42	6,683.71	189725
10/1/2003	Basic Rent - Retail (10/2003)	127/131	4,800.00		11,483.71	310885
10/1/2003	E/P Common Area Maint (10/2003)	127/131	919.79		12,403.50	310886
10/1/2003	E/P - Insurance (10/2003)	127/131	158.50		12,562.00	310887
10/1/2003	E/P - Real Estate Taxes (10/2003)	127/131	635.13		13,197.13	310888
10/13/2003	Chk# 194660 date 10/07/03			6,821.60	6,375.53	195092
11/1/2003	Basic Rent - Retail (11/2003)	127/131	4,800.00		11,175.53	321545
11/1/2003	E/P Common Area Maint (11/2003)	127/131	919.79		12,095.32	321546
11/1/2003	E/P - Insurance (11/2003)	127/131	158.50		12,253.82	321547
11/1/2003	E/P - Real Estate Taxes (11/2003)	127/131	635.13		12,888.95	321548
11/12/2003	Chk# 195935 date 11/03/03			6,513.42	6,375.53	200468
12/1/2003	Basic Rent - Retail (12/2003)	127/131	4,800.00		11,175.53	332160
12/1/2003	E/P Common Area Maint (12/2003)	127/131	919.79		12,095.32	332161
12/1/2003	E/P - Insurance (12/2003)	127/131	158.50		12,253.82	332162

12/1/2003	E/P - Real Estate Taxes (12/2003)	127/131	635.13		12,888.95	<u>332163</u>
12/9/2003	Chk# 197250 date 12/04/03			6,513.42	6,375.53	<u>206554</u>
1/1/2004	Basic Rent - Retail (01/2004)	127/131	4,800.00		11,175.53	<u>342057</u>
1/1/2004	E/P Common Area Maint (01/2004)	127/131	919.79		12,095.32	<u>342058</u>
1/1/2004	E/P - Insurance (01/2004)	127/131	158.50		12,253.82	<u>342059</u>
1/1/2004	E/P - Real Estate Taxes (01/2004)	127/131	635.13		12,888.95	<u>342060</u>
1/13/2004	Chk# 198487 date 01/06/04			6,513.42	6,375.53	<u>213333</u>
2/1/2004	Basic Rent - Retail (02/2004)	127/131	4,800.00		11,175.53	<u>349194</u>
2/1/2004	E/P Common Area Maint (02/2004)	127/131	919.79		12,095.32	<u>349195</u>
2/1/2004	E/P - Insurance (02/2004)	127/131	158.50		12,253.82	<u>349196</u>
2/1/2004	E/P - Real Estate Taxes (02/2004)	127/131	635.13		12,888.95	<u>349197</u>
2/19/2004	Chk# 200061 date 02/06/04			6,513.42	6,375.53	<u>220211</u>
3/1/2004	Basic Rent - Retail (03/2004)	127/131	4,800.00		11,175.53	<u>357531</u>
3/1/2004	E/P Common Area Maint (03/2004)	127/131	919.79		12,095.32	<u>357532</u>
3/1/2004	E/P - Insurance (03/2004)	127/131	158.50		12,253.82	<u>357533</u>
3/1/2004	E/P - Real Estate Taxes (03/2004)	127/131	635.13		12,888.95	<u>357534</u>
4/1/2004	Basic Rent - Retail (04/2004)	127/131	4,800.00		17,688.95	<u>368527</u>
4/1/2004	E/P Common Area Maint (04/2004)	127/131	919.79		18,608.74	<u>368528</u>
4/1/2004	E/P - Insurance (04/2004)	127/131	158.50		18,767.24	<u>368529</u>
4/1/2004	E/P - Real Estate Taxes (04/2004)	127/131	635.13		19,402.37	<u>368530</u>
4/1/2004	Chk# 201283 date 03/09/04			6,513.42	12,888.95	<u>228296</u>
4/8/2004	Late Fee 5.0% of amount owed (monthly)	127/131	325.67		13,214.62	<u>374386</u>
4/27/2004	Chk# 203060 date 04/21/04			6,513.42	6,701.20	<u>232842</u>
5/1/2004	Basic Rent - Retail (05/2004)	127/131	4,800.00		11,501.20	<u>378595</u>
5/1/2004	E/P Common Area Maint (05/2004)	127/131	919.79		12,420.99	<u>378596</u>
5/1/2004	E/P - Insurance (05/2004)	127/131	158.50		12,579.49	<u>378597</u>
5/1/2004	E/P - Real Estate Taxes (05/2004)	127/131	635.13		13,214.62	<u>378598</u>
5/17/2004	Chk# 203850 date 05/07/04			6,513.42	6,701.20	<u>237755</u>
6/1/2004	Basic Rent - Retail (06/2004)	127/131	4,800.00		11,501.20	<u>386048</u>
6/1/2004	E/P Common Area Maint (06/2004)	127/131	919.79		12,420.99	<u>386049</u>
6/1/2004	E/P - Insurance (06/2004)	127/131	158.50		12,579.49	<u>386050</u>
6/1/2004	E/P - Real Estate Taxes (06/2004)	127/131	635.13		13,214.62	<u>386051</u>
6/8/2004	Chk# 205031 date 06/04/04			6,513.42	6,701.20	<u>242212</u>
7/1/2004	Basic Rent - Retail (07/2004)	127/131	4,800.00		11,501.20	<u>397723</u>
7/1/2004	E/P Common Area Maint (07/2004)	127/131	919.79		12,420.99	<u>397724</u>
7/1/2004	E/P - Insurance (07/2004)	127/131	158.50		12,579.49	<u>397725</u>
7/1/2004	E/P - Real Estate Taxes (07/2004)	127/131	635.13		13,214.62	<u>397726</u>
7/13/2004	Chk# 206262 date 07/08/04			6,513.42	6,701.20	<u>248909</u>
8/1/2004	Basic Rent - Retail (08/2004)	127/131	4,800.00		11,501.20	<u>404776</u>
8/1/2004	E/P Common Area Maint (08/2004)	127/131	919.79		12,420.99	<u>404777</u>
8/1/2004	E/P - Insurance (08/2004)	127/131	158.50		12,579.49	<u>404778</u>
8/1/2004	E/P - Real Estate Taxes (08/2004)	127/131	635.13		13,214.62	<u>404779</u>
8/10/2004	Chk# 207434 date 08/04/04			6,513.42	6,701.20	<u>254684</u>
9/1/2004	Basic Rent - Retail (09/2004)	127/131	4,800.00		11,501.20	<u>413155</u>
9/1/2004	E/P Common Area Maint (09/2004)	127/131	919.79		12,420.99	<u>413156</u>
9/1/2004	E/P - Insurance (09/2004)	127/131	158.50		12,579.49	<u>413157</u>
9/1/2004	E/P - Real Estate Taxes (09/2004)	127/131	635.13		13,214.62	<u>413158</u>
9/13/2004	Chk# 208569 date 09/03/04			6,513.42	6,701.20	<u>260160</u>

	Basic Rent - Retail (10/2004)	127/131	4,800.00		11,501.20	<u>420879</u>
10/1/2004	E/P Common Area Maint (10/2004)	127/131	919.79		12,420.99	<u>420880</u>
10/1/2004	E/P - Insurance (10/2004)	127/131	158.50		12,579.49	<u>420881</u>
10/1/2004	E/P - Real Estate Taxes (10/2004)	127/131	635.13		13,214.62	<u>420882</u>
10/8/2004	Late Fee 5.0% of amount owed (monthly)	127/131	325.67		13,540.29	<u>427501</u>
10/26/2004	Chk# 209581 date 10/04/04			6,513.42	7,026.87	<u>267081</u>
11/1/2004	Basic Rent - Retail (11/2004)	127/131	4,800.00		11,826.87	<u>430822</u>
11/1/2004	E/P Common Area Maint (11/2004)	127/131	919.79		12,746.66	<u>430823</u>
11/1/2004	E/P - Insurance (11/2004)	127/131	158.50		12,905.16	<u>430824</u>
11/1/2004	E/P - Real Estate Taxes (11/2004)	127/131	635.13		13,540.29	<u>430825</u>
11/8/2004	Late Fee 5.0% of amount owed (monthly)	127/131	325.67		13,865.96	<u>437840</u>
11/26/2004	Chk# 210656 STMNT10282004			6,513.42	7,352.54	<u>272498</u>
12/1/2004	Basic Rent - Retail (12/2004)	127/131	4,800.00		12,152.54	<u>439459</u>
12/1/2004	E/P Common Area Maint (12/2004)	127/131	919.79		13,072.33	<u>439460</u>
12/1/2004	E/P - Insurance (12/2004)	127/131	158.50		13,230.83	<u>439461</u>
12/1/2004	E/P - Real Estate Taxes (12/2004)	127/131	635.13		13,865.96	<u>439462</u>
12/8/2004	Chk# 250151 STMNT11242004			6,513.42	7,352.54	<u>275824</u>
1/1/2005	Basic Rent - Retail (01/2005)	127/131	4,800.00		12,152.54	<u>450096</u>
1/1/2005	E/P Common Area Maint (01/2005)	127/131	919.79		13,072.33	<u>450097</u>
1/1/2005	E/P - Insurance (01/2005)	127/131	158.50		13,230.83	<u>450098</u>
1/1/2005	E/P - Real Estate Taxes (01/2005)	127/131	635.13		13,865.96	<u>450099</u>
1/11/2005	Chk# 251016 STMNT12102004			6,513.42	7,352.54	<u>282197</u>
2/1/2005	Basic Rent - Retail (02/2005)	127/131	4,800.00		12,152.54	<u>456965</u>
2/1/2005	E/P Common Area Maint (02/2005)	127/131	919.79		13,072.33	<u>456966</u>
2/1/2005	E/P - Insurance (02/2005)	127/131	158.50		13,230.83	<u>456967</u>
2/1/2005	E/P - Real Estate Taxes (02/2005)	127/131	635.13		13,865.96	<u>456968</u>
2/9/2005	Chk# 252364 Reversed by ctrl#301142			6,513.42	7,352.54	<u>288571</u>
3/1/2005	Basic Rent - Retail (03/2005)	127/131	4,800.00		12,152.54	<u>466841</u>
3/1/2005	E/P Common Area Maint (03/2005)	127/131	919.79		13,072.33	<u>466842</u>
3/1/2005	E/P - Insurance (03/2005)	127/131	158.50		13,230.83	<u>466843</u>
3/1/2005	E/P - Real Estate Taxes (03/2005)	127/131	635.13		13,865.96	<u>466844</u>
3/9/2005	Chk# 253439			6,513.42	7,352.54	<u>294117</u>
4/1/2005	Basic Rent - Retail (04/2005)	127/131	4,800.00		12,152.54	<u>473904</u>
4/1/2005	E/P Common Area Maint (04/2005)	127/131	919.79		13,072.33	<u>473905</u>
4/1/2005	E/P - Insurance (04/2005)	127/131	158.50		13,230.83	<u>473906</u>
4/1/2005	E/P - Real Estate Taxes (04/2005)	127/131	635.13		13,865.96	<u>473907</u>
4/1/2005	Chk# 252364 :Prog Gen Reverses receipt Ctrl# 288571			(6,513.42)	20,379.38	<u>301142</u>
4/1/2005	Chk# 252364			6,513.42	13,865.96	<u>301143</u>
4/13/2005	Chk# 254757			6,513.42	7,352.54	<u>300291</u>
5/1/2005	Basic Rent - Retail (05/2005)	127/131	4,800.00		12,152.54	<u>488304</u>
5/1/2005	E/P Common Area Maint (05/2005)	127/131	919.79		13,072.33	<u>488305</u>
5/1/2005	E/P - Insurance (05/2005)	127/131	158.50		13,230.83	<u>488306</u>
5/1/2005	E/P - Real Estate Taxes (05/2005)	127/131	635.13		13,865.96	<u>488307</u>
5/9/2005	Chk# 255992 Ck dt 05/01/05			6,513.42	7,352.54	<u>304843</u>
6/1/2005	Basic Rent - Retail (06/2005)	127/131	4,800.00		12,152.54	<u>495456</u>
6/1/2005	E/P Common Area Maint (06/2005)	127/131	919.79		13,072.33	<u>495457</u>
6/1/2005	E/P - Insurance (06/2005)	127/131	158.50		13,230.83	<u>495458</u>

6/1/2005	E/P - Real Estate Taxes (06/2005)	127/131	635.13		13,865.96	495459
6/1/2005	1999 CAM Reconc	127/131	3,285.78		17,151.74	501249
6/1/2005	2000 CAM Reconc	127/131	2,222.74		19,374.48	501250
6/1/2005	2001 CAM Reconc	127/131	2,741.31		22,115.79	501251
6/1/2005	2002 CAM Reconc	127/131	4,834.66		26,950.45	501252
6/1/2005	2003 CAM Reconc	127/131	(447.27)		26,503.18	501253
6/1/2005	2004 CAM Reconc	127/131	(2,053.25)		24,449.93	501254
6/10/2005	Chk# 257162 Ck dt 06/01/05			6,513.42	17,936.51	311695
7/1/2005	Basic Rent - Retail (07/2005)	127/131	4,800.00		22,736.51	506792
7/1/2005	E/P Common Area Maint (07/2005)	127/131	919.79		23,656.30	506793
7/1/2005	E/P - Insurance (07/2005)	127/131	158.50		23,814.80	506794
7/1/2005	E/P - Real Estate Taxes (07/2005)	127/131	635.13		24,449.93	506795
7/14/2005	Chk# 258320 Ck dt 07/03/05			6,513.42	17,936.51	318213
8/1/2005	Basic Rent - Retail (08/2005)	127/131	4,800.00		22,736.51	517150
8/1/2005	E/P Common Area Maint (08/2005)	127/131	919.79		23,656.30	517151
8/1/2005	E/P - Insurance (08/2005)	127/131	158.50		23,814.80	517152
8/1/2005	E/P - Real Estate Taxes (08/2005)	127/131	635.13		24,449.93	517153
8/17/2005	Chk# 259625 Ck dt 08/01/05			6,513.42	17,936.51	324936
9/1/2005	Basic Rent - Retail (09/2005)	127/131	4,800.00		22,736.51	525873
9/1/2005	E/P Common Area Maint (09/2005)	127/131	919.79		23,656.30	525874
9/1/2005	E/P - Insurance (09/2005)	127/131	158.50		23,814.80	525875
9/1/2005	E/P - Real Estate Taxes (09/2005)	127/131	635.13		24,449.93	525876
9/13/2005	Chk# 260983 Ck dt 08/31/05			6,513.42	17,936.51	330204
9/20/2005	1999-2004 CAM Reconc	127/131	(773.25)		17,163.26	532859
10/1/2005	Basic Rent - Retail (10/2005)	127/131	4,800.00		21,963.26	534038
10/1/2005	E/P Common Area Maint (10/2005)	127/131	919.79		22,883.05	534039
10/1/2005	E/P - Insurance (10/2005)	127/131	158.50		23,041.55	534040
10/1/2005	E/P - Real Estate Taxes (10/2005)	127/131	635.13		23,676.68	534041
10/14/2005	Chk# 262165 Ck dt 10/03/05			6,513.42	17,163.26	336708
10/26/2005	Rev 2003 CAM Reconciliation	127/131	(4,834.66)		12,328.60	546604
10/26/2005	Rev E/P CAM Increase (01/01-05/31/03)	127/131	(1,540.87)		10,787.73	546605
10/26/2005	Rev Late Fee 5.0% of amount owed (monthly)	127/131	(325.67)		10,462.06	546606
10/26/2005	Rev Late Fee 5.0% of amount owed (monthly)	127/131	(325.67)		10,136.39	546607
10/26/2005	RevLate Fee 5.0% of amount owed (monthly)	127/131	(325.67)		9,810.72	546608
10/26/2005	Rev 1999 CAM Reconc	127/131	(3,285.78)		6,524.94	546609
10/26/2005	Rev 2000 CAM Reconc	127/131	(2,222.74)		4,302.20	546610
10/26/2005	Rev 2001 CAM Reconc	127/131	(2,741.31)		1,560.89	546611
10/26/2005	Rev 2002 CAM Reconc	127/131	(4,834.66)		(3,273.77)	546612
10/26/2005	Rev 2003 CAM Reconc	127/131	447.27		(2,826.50)	546613
10/26/2005	Rev 2004 CAM Reconc	127/131	2,053.25		(773.25)	546614
10/26/2005	Rev 1999-2004 CAM Reconc	127/131	773.25		0.00	546615
11/1/2005	Basic Rent - Retail (11/2005)	127/131	4,800.00		4,800.00	546623
11/1/2005	E/P Common Area Maint (11/2005)	127/131	919.79		5,719.79	546624
11/1/2005	E/P - Insurance (11/2005)	127/131	158.50		5,878.29	546625
11/1/2005	E/P - Real Estate Taxes (11/2005)	127/131	635.13		6,513.42	546626
11/10/2005	Chk# 263673 Ck dt 11/01/05			6,513.42	0.00	342315
12/1/2005	Basic Rent - Retail (12/2005)	127/131	4,800.00		4,800.00	557006
12/1/2005	E/P Common Area Maint (12/2005)	127/131	919.79		5,719.79	557007

	E/P - Insurance (12/2005)	127/131	158.50		5,878.29	557008
12/1/2005	E/P - Real Estate Taxes (12/2005)	127/131	635.13		6,513.42	557009
12/12/2005	Chk# 265097 Ck dt 12/01/05			6,513.42	0.00	348212
1/1/2006	Basic Rent - Retail (01/2006)	127/131	4,800.00		4,800.00	564262
1/1/2006	E/P Common Area Maint (01/2006)	127/131	919.79		5,719.79	564264
1/1/2006	E/P - Insurance (01/2006)	127/131	158.50		5,878.29	564269
1/1/2006	E/P - Real Estate Taxes (01/2006)	127/131	635.13		6,513.42	564270
1/16/2006	Chk# 266339 Ck dt 01/04/06			6,513.42	0.00	354749
2/1/2006	Basic Rent - Retail (02/2006)	127/131	4,800.00		4,800.00	575226
2/1/2006	E/P Common Area Maint (02/2006)	127/131	919.79		5,719.79	575227
2/1/2006	E/P - Insurance (02/2006)	127/131	158.50		5,878.29	575228
2/1/2006	E/P - Real Estate Taxes (02/2006)	127/131	635.13		6,513.42	575229
2/14/2006	Chk# 267836 Ck dt 02/01/06			6,513.42	0.00	360704
3/1/2006	Basic Rent - Retail (03/2006)	127/131	4,800.00		4,800.00	584189
3/1/2006	E/P Common Area Maint (03/2006)	127/131	919.79		5,719.79	584190
3/1/2006	E/P - Insurance (03/2006)	127/131	158.50		5,878.29	584191
3/1/2006	E/P - Real Estate Taxes (03/2006)	127/131	635.13		6,513.42	584192
3/9/2006	Chk# 269275 Ck dt 03/01/06			6,513.42	0.00	365366
4/1/2006	Basic Rent - Retail (04/2006)	127/131	4,800.00		4,800.00	595773
4/1/2006	E/P Common Area Maint (04/2006)	127/131	919.79		5,719.79	595774
4/1/2006	E/P - Insurance (04/2006)	127/131	158.50		5,878.29	595775
4/1/2006	E/P - Real Estate Taxes (04/2006)	127/131	635.13		6,513.42	595776
5/1/2006	Basic Rent - Retail (05/2006)	127/131	4,800.00		11,313.42	603638
5/1/2006	E/P Common Area Maint (05/2006)	127/131	919.79		12,233.21	603639
5/1/2006	E/P - Insurance (05/2006)	127/131	158.50		12,391.71	603640
5/1/2006	E/P - Real Estate Taxes (05/2006)	127/131	635.13		13,026.84	603641
5/8/2006	Chk# 272167 Ck dt 05/01/06			6,513.42	6,513.42	376739
6/1/2006	Basic Rent - Retail (06/2006)	127/131	4,800.00		11,313.42	616856
6/1/2006	E/P Common Area Maint (06/2006)	127/131	919.79		12,233.21	616857
6/1/2006	E/P - Insurance (06/2006)	127/131	158.50		12,391.71	616858
6/1/2006	E/P - Real Estate Taxes (06/2006)	127/131	635.13		13,026.84	616859
6/6/2006	Chk# 273639 Ck dt 06/01/06			6,513.42	6,513.42	382093
6/15/2006	Chk# 270716 Ck dt 04/04/06			6,513.42	0.00	384123
7/1/2006	Basic Rent - Retail (07/2006)	127/131	4,800.00		4,800.00	627016
7/1/2006	E/P Common Area Maint (07/2006)	127/131	919.79		5,719.79	627017
7/1/2006	E/P - Insurance (07/2006)	127/131	158.50		5,878.29	627018
7/1/2006	E/P - Real Estate Taxes (07/2006)	127/131	635.13		6,513.42	627019
7/7/2006	Chk# 275442 Ck dt 07/03/06			6,513.42	0.00	387600
8/1/2006	Basic Rent - Retail (08/2006)	127/131	4,800.00		4,800.00	637022
8/1/2006	E/P Common Area Maint (08/2006)	127/131	919.79		5,719.79	637023
8/1/2006	E/P - Insurance (08/2006)	127/131	158.50		5,878.29	637024
8/1/2006	E/P - Real Estate Taxes (08/2006)	127/131	635.13		6,513.42	637025
8/8/2006	Chk# 276799 Ck dt 08/01/06			6,513.42	0.00	394123
9/1/2006	Basic Rent - Retail (09/2006)	127/131	4,800.00		4,800.00	647526
9/1/2006	E/P Common Area Maint (09/2006)	127/131	919.79		5,719.79	647527
9/1/2006	E/P - Insurance (09/2006)	127/131	158.50		5,878.29	647528
9/1/2006	E/P - Real Estate Taxes (09/2006)	127/131	635.13		6,513.42	647529
9/6/2006	Chk# 278349 Ck dt 08/30/06			6,513.42	0.00	399164

	Basic Rent - Retail (10/2006)	127/131	4,800.00		4,800.00	<u>656670</u>
10/1/2006	E/P Common Area Maint (10/2006)	127/131	919.79		5,719.79	<u>656671</u>
10/1/2006	E/P - Insurance (10/2006)	127/131	158.50		5,878.29	<u>656672</u>
10/1/2006	E/P - Real Estate Taxes (10/2006)	127/131	635.13		6,513.42	<u>656673</u>
10/9/2006	Chk# 280013 Ck dt 10/02/06			6,513.42	0.00	<u>406223</u>
11/1/2006	Basic Rent - Retail (11/2006)	127/131	4,800.00		4,800.00	<u>661718</u>
11/1/2006	E/P Common Area Maint (11/2006)	127/131	919.79		5,719.79	<u>661719</u>
11/1/2006	E/P - Insurance (11/2006)	127/131	158.50		5,878.29	<u>661720</u>
11/1/2006	E/P - Real Estate Taxes (11/2006)	127/131	635.13		6,513.42	<u>661721</u>
11/8/2006	Chk# 281709 cK DT 11/01/06			6,513.42	0.00	<u>412155</u>
12/1/2006	Basic Rent - Retail (12/2006)	127/131	4,800.00		4,800.00	<u>673776</u>
12/1/2006	E/P Common Area Maint (12/2006)	127/131	919.79		5,719.79	<u>673777</u>
12/1/2006	E/P - Insurance (12/2006)	127/131	158.50		5,878.29	<u>673778</u>
12/1/2006	E/P - Real Estate Taxes (12/2006)	127/131	635.13		6,513.42	<u>673779</u>
12/5/2006	Chk# 283567 Ck dt 12/01/06			6,513.42	0.00	<u>417008</u>
1/1/2007	Basic Rent - Retail (01/2007)	127/131	4,800.00		4,800.00	<u>681043</u>
1/1/2007	E/P Common Area Maint (01/2007)	127/131	919.79		5,719.79	<u>681044</u>
1/1/2007	E/P - Insurance (01/2007)	127/131	158.50		5,878.29	<u>681045</u>
1/1/2007	E/P - Real Estate Taxes (01/2007)	127/131	635.13		6,513.42	<u>681046</u>
1/9/2007	Chk# 285046 Ck dt 01/02/07			6,513.42	0.00	<u>423664</u>
2/1/2007	Basic Rent - Retail (02/2007)	127/131	4,800.00		4,800.00	<u>692692</u>
2/1/2007	E/P Common Area Maint (02/2007)	127/131	919.79		5,719.79	<u>692693</u>
2/1/2007	E/P - Insurance (02/2007)	127/131	158.50		5,878.29	<u>692694</u>
2/1/2007	E/P - Real Estate Taxes (02/2007)	127/131	635.13		6,513.42	<u>692695</u>
2/13/2007	Chk# 286988 Ck dt 02/01/07			6,513.42	0.00	<u>430294</u>
3/1/2007	Basic Rent - Retail (03/2007)	127/131	4,800.00		4,800.00	<u>702000</u>
3/1/2007	E/P Common Area Maint (03/2007)	127/131	919.79		5,719.79	<u>702001</u>
3/1/2007	E/P - Insurance (03/2007)	127/131	158.50		5,878.29	<u>702002</u>
3/1/2007	E/P - Real Estate Taxes (03/2007)	127/131	635.13		6,513.42	<u>702003</u>
3/13/2007	Chk# 288529 Ck dt 03/05/07			6,513.42	0.00	<u>435783</u>
4/1/2007	Basic Rent - Retail (04/2007)	127/131	4,800.00		4,800.00	<u>716466</u>
4/1/2007	E/P Common Area Maint (04/2007)	127/131	919.79		5,719.79	<u>716467</u>
4/1/2007	E/P - Insurance (04/2007)	127/131	158.50		5,878.29	<u>716468</u>
4/1/2007	E/P - Real Estate Taxes (04/2007)	127/131	635.13		6,513.42	<u>716469</u>
4/2/2007	2005 CAM Reconc	127/131	1,070.09		7,583.51	<u>717870</u>
4/5/2007	Chk# 290139 Ck dt 04/02/07			6,513.42	1,070.09	<u>439701</u>
5/1/2007	Basic Rent - Retail (05/2007)	127/131	4,800.00		5,870.09	<u>723196</u>
5/1/2007	E/P Common Area Maint (05/2007)	127/131	919.79		6,789.88	<u>723197</u>
5/1/2007	E/P - Insurance (05/2007)	127/131	158.50		6,948.38	<u>723198</u>
5/1/2007	E/P - Real Estate Taxes (05/2007)	127/131	635.13		7,583.51	<u>723199</u>
5/7/2007	Chk# 291775 Ck dt 05/02/07			6,513.42	1,070.09	<u>445706</u>
6/1/2007	Basic Rent - Retail (06/2007)	127/131	4,800.00		5,870.09	<u>735067</u>
6/1/2007	E/P Common Area Maint (06/2007)	127/131	919.79		6,789.88	<u>735068</u>
6/1/2007	E/P - Insurance (06/2007)	127/131	158.50		6,948.38	<u>735069</u>
6/1/2007	E/P - Real Estate Taxes (06/2007)	127/131	635.13		7,583.51	<u>735070</u>
6/7/2007	Chk# 293560 Ck dt 05/31/07			6,513.42	1,070.09	<u>451524</u>
7/1/2007	Basic Rent - Retail (07/2007)	127/131	4,800.00		5,870.09	<u>741219</u>
7/1/2007	E/P Common Area Maint (07/2007)	127/131	919.79		6,789.88	<u>741220</u>

	E/P - Insurance (07/2007)	127/131	158.50		6,948.38	741221
7/1/2007	E/P - Real Estate Taxes (07/2007)	127/131	635.13		7,583.51	741222
7/9/2007	Chk# 295205 Ck dt 07/03/07			6,513.42	1,070.09	456987
8/1/2007	Basic Rent - Retail (08/2007)	127/131	4,800.00		5,870.09	751881
8/1/2007	E/P Common Area Maint (08/2007)	127/131	919.79		6,789.88	751882
8/1/2007	E/P - Insurance (08/2007)	127/131	158.50		6,948.38	751883
8/1/2007	E/P - Real Estate Taxes (08/2007)	127/131	635.13		7,583.51	751884
8/8/2007	Chk# 296783 Ck dt 08/06/07			6,513.42	1,070.09	462900
9/1/2007	Basic Rent - Retail (09/2007)	127/131	4,800.00		5,870.09	761672
9/1/2007	E/P Common Area Maint (09/2007)	127/131	919.79		6,789.88	761673
9/1/2007	E/P - Insurance (09/2007)	127/131	158.50		6,948.38	761674
9/1/2007	E/P - Real Estate Taxes (09/2007)	127/131	635.13		7,583.51	761675
9/11/2007	Chk# 297970 Ck dt 09/04/07			6,513.42	1,070.09	468800
9/24/2007	Reverse 2005 CAM Reconc	127/131	(1,070.09)		0.00	773383
9/24/2007	Adjusted 2005 CAM Reconc	127/131	(208.45)		(208.45)	773384
10/1/2007	Basic Rent - Retail (10/2007)	127/131	4,800.00		4,591.55	773441
10/1/2007	E/P Common Area Maint (10/2007)	127/131	919.79		5,511.34	773442
10/1/2007	E/P - Insurance (10/2007)	127/131	158.50		5,669.84	773443
10/1/2007	E/P - Real Estate Taxes (10/2007)	127/131	635.13		6,304.97	773444
10/10/2007	Chk# 299420 Ck dt 10/02/07			6,513.42	(208.45)	474100
11/1/2007	Basic Rent - Retail (11/2007)	127/131	4,800.00		4,591.55	780186
11/1/2007	E/P Common Area Maint (11/2007)	127/131	919.79		5,511.34	780187
11/1/2007	E/P - Insurance (11/2007)	127/131	158.50		5,669.84	780188
11/1/2007	E/P - Real Estate Taxes (11/2007)	127/131	635.13		6,304.97	780189
11/16/2007	Chk# 301409 Ck dt 11/09/07			6,304.97	0.00	480900
12/1/2007	Basic Rent - Retail (12/2007)	127/131	4,800.00		4,800.00	790822
12/1/2007	E/P Common Area Maint (12/2007)	127/131	919.79		5,719.79	790823
12/1/2007	E/P - Insurance (12/2007)	127/131	158.50		5,878.29	790824
12/1/2007	E/P - Real Estate Taxes (12/2007)	127/131	635.13		6,513.42	790825
12/10/2007	Chk# 303008 Ck dt 12/06/07			6,513.42	0.00	484980
1/1/2008	Basic Rent - Retail (01/2008)	127/131	4,800.00		4,800.00	798884
1/1/2008	E/P Common Area Maint (01/2008)	127/131	919.79		5,719.79	798885
1/1/2008	E/P - Insurance (01/2008)	127/131	158.50		5,878.29	798886
1/1/2008	E/P - Real Estate Taxes (01/2008)	127/131	635.13		6,513.42	798887
2/1/2008	Basic Rent - Retail (02/2008)	127/131	4,800.00		11,313.42	807611
2/1/2008	E/P Common Area Maint (02/2008)	127/131	919.79		12,233.21	807612
2/1/2008	E/P - Insurance (02/2008)	127/131	158.50		12,391.71	807613
2/1/2008	E/P - Real Estate Taxes (02/2008)	127/131	635.13		13,026.84	807614
2/21/2008	Chk# 305087 Ck dt 02/07/08			6,513.42	6,513.42	497691
2/21/2008	Chk# 305510			6,513.42	0.00	497694
3/1/2008	Basic Rent - Retail (03/2008)	127/131	4,800.00		4,800.00	818196
3/1/2008	E/P Common Area Maint (03/2008)	127/131	919.79		5,719.79	818197
3/1/2008	E/P - Insurance (03/2008)	127/131	158.50		5,878.29	818198
3/1/2008	E/P - Real Estate Taxes (03/2008)	127/131	635.13		6,513.42	818199
3/10/2008	Chk# 307120 Ck dt 03/03/08			6,513.42	0.00	501578
4/1/2008	Basic Rent - Retail (04/2008)	127/131	4,800.00		4,800.00	829472
4/1/2008	E/P Common Area Maint (04/2008)	127/131	919.79		5,719.79	829473
4/1/2008	E/P - Insurance (04/2008)	127/131	158.50		5,878.29	829474

	E/P - Real Estate Taxes (04/2008)	127/131	635.13		6,513.42	<u>829475</u>
4/22/2008	Chk# 309068 Ck dt 04/10/08			6,513.42	0.00	<u>508713</u>
5/1/2008	Basic Rent - Retail (05/2008)	127/131	4,800.00		4,800.00	<u>837300</u>
5/1/2008	E/P Common Area Maint (05/2008)	127/131	919.79		5,719.79	<u>837301</u>
5/1/2008	E/P - Insurance (05/2008)	127/131	158.50		5,878.29	<u>837302</u>
5/1/2008	E/P - Real Estate Taxes (05/2008)	127/131	635.13		6,513.42	<u>837303</u>
5/16/2008	Chk# 311030 Ck dt 05/05/08			6,513.42	0.00	<u>514218</u>
6/1/2008	Basic Rent - Retail (06/2008)	127/131	4,800.00		4,800.00	<u>846418</u>
6/1/2008	E/P Common Area Maint (06/2008)	127/131	919.79		5,719.79	<u>846419</u>
6/1/2008	E/P - Insurance (06/2008)	127/131	158.50		5,878.29	<u>846420</u>
6/1/2008	E/P - Real Estate Taxes (06/2008)	127/131	635.13		6,513.42	<u>846421</u>
6/13/2008	Chk# 312927 Ck dt 06/03/08			6,513.42	0.00	<u>520603</u>
7/1/2008	Basic Rent - Retail (07/2008)	127/131	4,800.00		4,800.00	<u>857785</u>
7/1/2008	E/P Common Area Maint (07/2008)	127/131	919.79		5,719.79	<u>857786</u>
7/1/2008	E/P - Insurance (07/2008)	127/131	158.50		5,878.29	<u>857787</u>
7/1/2008	E/P - Real Estate Taxes (07/2008)	127/131	635.13		6,513.42	<u>857788</u>
8/1/2008	Basic Rent - Retail (08/2008)	127/131	4,800.00		11,313.42	<u>866178</u>
8/1/2008	E/P Common Area Maint (08/2008)	127/131	919.79		12,233.21	<u>866179</u>
8/1/2008	E/P - Insurance (08/2008)	127/131	158.50		12,391.71	<u>866180</u>
8/1/2008	E/P - Real Estate Taxes (08/2008)	127/131	635.13		13,026.84	<u>866181</u>
8/7/2008	Chk# 314335 Ck dt 07/07/08			6,513.42	6,513.42	<u>532726</u>
9/1/2008	Basic Rent - Retail (09/2008)	127/131	4,800.00		11,313.42	<u>876856</u>
9/1/2008	E/P Common Area Maint (09/2008)	127/131	919.79		12,233.21	<u>876857</u>
9/1/2008	E/P - Insurance (09/2008)	127/131	158.50		12,391.71	<u>876858</u>
9/1/2008	E/P - Real Estate Taxes (09/2008)	127/131	635.13		13,026.84	<u>876859</u>
10/1/2008	Basic Rent - Retail (10/2008)	127/131	4,800.00		17,826.84	<u>886955</u>
10/1/2008	E/P Common Area Maint (10/2008)	127/131	919.79		18,746.63	<u>886956</u>
10/1/2008	E/P - Insurance (10/2008)	127/131	158.50		18,905.13	<u>886957</u>
10/1/2008	E/P - Real Estate Taxes (10/2008)	127/131	635.13		19,540.26	<u>886958</u>
10/10/2008	Chk# 318882 Ck dt 09/29/08			6,513.42	13,026.84	<u>547576</u>
11/1/2008	E/P Common Area Maint (11/2008)	127/131	919.79		13,946.63	<u>898967</u>
11/1/2008	E/P - Insurance (11/2008)	127/131	158.50		14,105.13	<u>898968</u>
11/1/2008	E/P - Real Estate Taxes (11/2008)	127/131	635.13		14,740.26	<u>898969</u>
11/1/2008	Basic Rent - Retail (11/2008)	127/131	4,800.00		19,540.26	<u>898970</u>
12/1/2008	E/P Common Area Maint (12/2008)	127/131	919.79		20,460.05	<u>908673</u>
12/1/2008	E/P - Insurance (12/2008)	127/131	158.50		20,618.55	<u>908674</u>
12/1/2008	E/P - Real Estate Taxes (12/2008)	127/131	635.13		21,253.68	<u>908675</u>
12/1/2008	Basic Rent - Retail (12/2008)	127/131	4,800.00		26,053.68	<u>908676</u>
12/5/2008	Chk# 321235 Ck dt 11/25/08			6,513.42	19,540.26	<u>558218</u>
12/11/2008	Chk# 321761 Ck dt 12/08/08			19,540.26	0.00	<u>559712</u>
1/1/2009	E/P Common Area Maint (01/2009)	127/131	919.79		919.79	<u>918672</u>
1/1/2009	E/P - Insurance (01/2009)	127/131	158.50		1,078.29	<u>918673</u>
1/1/2009	E/P - Real Estate Taxes (01/2009)	127/131	635.13		1,713.42	<u>918674</u>
1/1/2009	Basic Rent - Retail (01/2009)	127/131	4,800.00		6,513.42	<u>918675</u>
2/1/2009	E/P Common Area Maint (02/2009)	127/131	919.79		7,433.21	<u>930375</u>
2/1/2009	E/P - Insurance (02/2009)	127/131	158.50		7,591.71	<u>930376</u>
2/1/2009	E/P - Real Estate Taxes (02/2009)	127/131	635.13		8,226.84	<u>930377</u>
2/1/2009	Basic Rent - Retail (02/2009)	127/131	5,934.00		14,160.84	<u>930378</u>

	Chk# 324452 Ck dt 02/06/09			6,513.42	7,647.42	570993
3/1/2009	E/P Common Area Maint (03/2009)	127/131	919.79		8,567.21	938298
3/1/2009	E/P - Insurance (03/2009)	127/131	158.50		8,725.71	938299
3/1/2009	E/P - Real Estate Taxes (03/2009)	127/131	635.13		9,360.84	938300
3/1/2009	Basic Rent - Retail (03/2009)	127/131	5,934.00		15,294.84	938301
4/1/2009	E/P Common Area Maint (04/2009)	127/131	919.79		16,214.63	947195
4/1/2009	E/P - Insurance (04/2009)	127/131	158.50		16,373.13	947196
4/1/2009	E/P - Real Estate Taxes (04/2009)	127/131	635.13		17,008.26	947197
4/1/2009	Basic Rent - Retail (04/2009)	127/131	5,934.00		22,942.26	947198
5/1/2009	E/P Common Area Maint (05/2009)	127/131	919.79		23,862.05	956627
5/1/2009	E/P - Insurance (05/2009)	127/131	158.50		24,020.55	956628
5/1/2009	E/P - Real Estate Taxes (05/2009)	127/131	635.13		24,655.68	956629
5/1/2009	Basic Rent - Retail (05/2009)	127/131	5,934.00		30,589.68	956630
6/1/2009	E/P Common Area Maint (06/2009)	127/131	919.79		31,509.47	966909
6/1/2009	E/P - Insurance (06/2009)	127/131	158.50		31,667.97	966910
6/1/2009	E/P - Real Estate Taxes (06/2009)	127/131	635.13		32,303.10	966911
6/1/2009	Basic Rent - Retail (06/2009)	127/131	5,934.00		38,237.10	966912
6/1/2009	Chk# 329368 Ck dt 05/15/09			22,942.26	15,294.84	590103
7/1/2009	E/P Common Area Maint (07/2009)	127/131	919.79		16,214.63	979028
7/1/2009	E/P - Insurance (07/2009)	127/131	158.50		16,373.13	979029
7/1/2009	E/P - Real Estate Taxes (07/2009)	127/131	635.13		17,008.26	979030
7/1/2009	Basic Rent - Retail (07/2009)	127/131	5,934.00		22,942.26	979031
7/1/2009	Chk# 331448 Ck dt 06/25/09			7,647.42	15,294.84	595706
8/1/2009	2006 E/P CAM Reconciliation	127/131	1,351.81		16,646.65	985901
8/1/2009	2006 E/P Real Estate Tax Recon	127/131	475.77		17,122.42	986294
8/1/2009	2006 E/P Insurance Reconciliation	127/131	509.31		17,631.73	986308
8/1/2009	2007 E/P CAM Reconciliation	127/131	2,095.17		19,726.90	986368
8/1/2009	2007 E/P Real Estate Tax Recon	127/131	1,532.29		21,259.19	986420
8/1/2009	2007 E/P Insurance Reconciliation	127/131	518.44		21,777.63	986432
8/1/2009	2008 E/P CAM Reconciliation	127/131	1,990.77		23,768.40	986448
8/1/2009	2008 E/P Real Estate Tax Recon	127/131	1,964.53		25,732.93	986461
8/1/2009	2008 E/P Insurance Reconciliation	127/131	601.85		26,334.78	986473
8/1/2009	E/P Common Area Maint (08/2009)	127/131	1,085.69		27,420.47	988693
8/1/2009	E/P - Insurance (08/2009)	127/131	208.65		27,629.12	988694
8/1/2009	E/P - Real Estate Taxes (08/2009)	127/131	798.84		28,427.96	988695
8/1/2009	Basic Rent - Retail (08/2009)	127/131	5,934.00		34,361.96	988696
9/1/2009	E/P Common Area Maint (09/2009)	127/131	1,085.69		35,447.65	998035
9/1/2009	E/P - Insurance (09/2009)	127/131	208.65		35,656.30	998036
9/1/2009	E/P - Real Estate Taxes (09/2009)	127/131	798.84		36,455.14	998037
9/1/2009	Basic Rent - Retail (09/2009)	127/131	5,934.00		42,389.14	998038
10/1/2009	E/P Common Area Maint (10/2009)	127/131	1,085.69		43,474.83	1002930
10/1/2009	E/P - Insurance (10/2009)	127/131	208.65		43,683.48	1002931
10/1/2009	E/P - Real Estate Taxes (10/2009)	127/131	798.84		44,482.32	1002932
10/1/2009	Basic Rent - Retail (10/2009)	127/131	5,934.00		50,416.32	1002933
11/1/2009	E/P Common Area Maint (11/2009)	127/131	1,085.69		51,502.01	1012238
11/1/2009	E/P - Insurance (11/2009)	127/131	208.65		51,710.66	1012239
11/1/2009	E/P - Real Estate Taxes (11/2009)	127/131	798.84		52,509.50	1012240
11/1/2009	Basic Rent - Retail (11/2009)	127/131	5,934.00		58,443.50	1012241

	Chk# 335286 Ck dt 10/23/09			7,647.42	50,796.08	<u>615087</u>
12/1/2009	E/P Common Area Maint (12/2009)	127/131	1,085.69		51,881.77	<u>1021690</u>
12/1/2009	E/P - Insurance (12/2009)	127/131	208.65		52,090.42	<u>1021691</u>
12/1/2009	E/P - Real Estate Taxes (12/2009)	127/131	798.84		52,889.26	<u>1021692</u>
12/1/2009	Basic Rent - Retail (12/2009)	127/131	5,934.00		58,823.26	<u>1021693</u>
1/1/2010	E/P Common Area Maint (01/2010)	127/131	1,085.69		59,908.95	<u>1028056</u>
1/1/2010	E/P - Insurance (01/2010)	127/131	208.65		60,117.60	<u>1028057</u>
1/1/2010	E/P - Real Estate Taxes (01/2010)	127/131	798.84		60,916.44	<u>1028058</u>
1/1/2010	Basic Rent - Retail (01/2010)	127/131	5,934.00		66,850.44	<u>1028059</u>
1/1/2010	Chk# 337450 Ck dt 12/28/09			15,294.84	51,555.60	<u>624731</u>
2/1/2010	E/P Common Area Maint (02/2010)	127/131	1,085.69		52,641.29	<u>1037004</u>
2/1/2010	E/P - Insurance (02/2010)	127/131	208.65		52,849.94	<u>1037005</u>
2/1/2010	E/P - Real Estate Taxes (02/2010)	127/131	798.84		53,648.78	<u>1037006</u>
2/1/2010	Basic Rent - Retail (02/2010)	127/131	5,934.00		59,582.78	<u>1037007</u>
3/1/2010	E/P Common Area Maint (03/2010)	127/131	1,085.69		60,668.47	<u>1045121</u>
3/1/2010	E/P - Insurance (03/2010)	127/131	208.65		60,877.12	<u>1045122</u>
3/1/2010	E/P - Real Estate Taxes (03/2010)	127/131	798.84		61,675.96	<u>1045123</u>
3/1/2010	Basic Rent - Retail (03/2010)	127/131	5,934.00		67,609.96	<u>1045124</u>
3/11/2010	Chk# 339444 Ck dt 03/05/10			7,647.42	59,962.54	<u>636593</u>
4/1/2010	E/P Common Area Maint (04/2010)	127/131	1,085.69		61,048.23	<u>1052528</u>
4/1/2010	E/P - Insurance (04/2010)	127/131	208.65		61,256.88	<u>1052529</u>
4/1/2010	E/P - Real Estate Taxes (04/2010)	127/131	798.84		62,055.72	<u>1052530</u>
4/1/2010	Basic Rent - Retail (04/2010)	127/131	5,934.00		67,989.72	<u>1052531</u>
4/9/2010	Chk# 340457 Ck dt 04/07/10			30,589.68	37,400.04	<u>640871</u>
4/29/2010	Chk# 340966 Ck Dt 4/22/10			7,647.42	29,752.62	<u>643344</u>
5/1/2010	E/P Common Area Maint (05/2010)	127/131	1,085.69		30,838.31	<u>1061055</u>
5/1/2010	E/P - Insurance (05/2010)	127/131	208.65		31,046.96	<u>1061056</u>
5/1/2010	E/P - Real Estate Taxes (05/2010)	127/131	798.84		31,845.80	<u>1061057</u>
5/1/2010	Basic Rent - Retail (05/2010)	127/131	5,934.00		37,779.80	<u>1061058</u>
5/10/2010	Chk# 341380 Ck dt 05/05/10			7,647.42	30,132.38	<u>645850</u>
6/1/2010	2009 E/P CAM Reconciliation	127/131	(827.03)		29,305.35	<u>1071421</u>
6/1/2010	2009 E/P Real Estate Tax Recon	127/131	1,380.43		30,685.78	<u>1071439</u>
6/1/2010	2009 E/P Insurance Reconciliation	127/131	1,887.03		32,572.81	<u>1071451</u>
6/1/2010	E/P Common Area Maint (06/2010)	127/131	1,085.69		33,658.50	<u>1071472</u>
6/1/2010	E/P - Insurance (06/2010)	127/131	208.65		33,867.15	<u>1071473</u>
6/1/2010	E/P - Real Estate Taxes (06/2010)	127/131	798.84		34,665.99	<u>1071474</u>
6/1/2010	Basic Rent - Retail (06/2010)	127/131	5,934.00		40,599.99	<u>1071475</u>
6/2/2010	Chk# 342279 Ck dt 06/01/10			15,294.84	25,305.15	<u>649072</u>
6/22/2010	Adj 2009 E/P Insurance Recon	127/131	(186.86)		25,118.29	<u>1080184</u>
7/1/2010	E/P Common Area Maint (07/2010)	127/131	1,085.69		26,203.98	<u>1080438</u>
7/1/2010	E/P - Insurance (07/2010)	127/131	208.65		26,412.63	<u>1080439</u>
7/1/2010	E/P - Real Estate Taxes (07/2010)	127/131	798.84		27,211.47	<u>1080440</u>
7/1/2010	Basic Rent - Retail (07/2010)	127/131	5,934.00		33,145.47	<u>1080441</u>
7/6/2010	Chk# 343255 Ck dt 06/30/10			2,352.46	30,793.01	<u>654520</u>
7/14/2010	Chk# 343500 Ck dt 07/08/10			15,674.60	15,118.41	<u>656790</u>
8/1/2010	E/P Common Area Maint (08/2010)	127/131	1,085.69		16,204.10	<u>1084230</u>
8/1/2010	E/P - Insurance (08/2010)	127/131	208.65		16,412.75	<u>1084231</u>
8/1/2010	E/P - Real Estate Taxes (08/2010)	127/131	798.84		17,211.59	<u>1084232</u>

	Basic Rent - Retail (08/2010)	127/131	5,934.00		23,145.59	<u>1084233</u>
9/1/2010	E/P Common Area Maint (09/2010)	127/131	1,085.69		24,231.28	<u>1094125</u>
9/1/2010	E/P - Insurance (09/2010)	127/131	208.65		24,439.93	<u>1094126</u>
9/1/2010	E/P - Real Estate Taxes (09/2010)	127/131	798.84		25,238.77	<u>1094127</u>
9/1/2010	Basic Rent - Retail (09/2010)	127/131	5,934.00		31,172.77	<u>1094128</u>
10/1/2010	E/P Common Area Maint (10/2010)	127/131	1,085.69		32,258.46	<u>1101871</u>
10/1/2010	E/P - Insurance (10/2010)	127/131	208.65		32,467.11	<u>1101872</u>
10/1/2010	E/P - Real Estate Taxes (10/2010)	127/131	798.84		33,265.95	<u>1101873</u>
10/1/2010	Basic Rent - Retail (10/2010)	127/131	5,934.00		39,199.95	<u>1101874</u>
10/12/2010	Chk# 345193 Ck dt 10/05/10			8,027.18	31,172.77	<u>670807</u>
11/1/2010	E/P Common Area Maint (11/2010)	127/131	1,085.69		32,258.46	<u>1108602</u>
11/1/2010	E/P - Insurance (11/2010)	127/131	208.65		32,467.11	<u>1108603</u>
11/1/2010	E/P - Real Estate Taxes (11/2010)	127/131	798.84		33,265.95	<u>1108604</u>
11/1/2010	Basic Rent - Retail (11/2010)	127/131	5,934.00		39,199.95	<u>1108605</u>
11/5/2010	Chk# 345676 Ck dt 11/01/10			8,027.18	31,172.77	<u>674890</u>
12/1/2010	E/P Common Area Maint (12/2010)	127/131	1,085.69		32,258.46	<u>1116650</u>
12/1/2010	E/P - Insurance (12/2010)	127/131	208.65		32,467.11	<u>1116651</u>
12/1/2010	E/P - Real Estate Taxes (12/2010)	127/131	798.84		33,265.95	<u>1116652</u>
12/1/2010	Basic Rent - Retail (12/2010)	127/131	5,934.00		39,199.95	<u>1116653</u>
12/7/2010	Chk# 346150 Ck dt 12/01/10			8,027.18	31,172.77	<u>679666</u>
1/1/2011	E/P Common Area Maint (01/2011)	127/131	1,085.69		32,258.46	<u>1123203</u>
1/1/2011	E/P - Insurance (01/2011)	127/131	208.65		32,467.11	<u>1123204</u>
1/1/2011	E/P - Real Estate Taxes (01/2011)	127/131	798.84		33,265.95	<u>1123205</u>
1/1/2011	Basic Rent - Retail (01/2011)	127/131	5,934.00		39,199.95	<u>1123206</u>
1/4/2011	Chk# 346749 Ck dt 12/30/10			8,027.18	31,172.77	<u>683395</u>

COMPTON RENAISSANCE PLAZA

SHOPPING CENTER LEASE

CENTER: Compton Renaissance Plaza, Compton, California
LANDLORD: Compton Commercial Development
Renaissance Plaza Company
TENANT: Large Apparel of California, Inc.
dba Ashley Stewart Woman Sizes 14-26
DATED: September 24, 1998

COMPTON RENAISSANCE PLAZA
SHOPPING CENTER LEASE

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LIST OF EXHIBITS

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EXHIBIT B : LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT C : WORK LETTER AGREEMENT

EXHIBIT D : RULES AND REGULATIONS

EXHIBIT E : FORM OF GUARANTY

RIDER TO LEASE

OPTION TO EXTEND RIDER

COMPTON RENAISSANCE PLAZA
SHOPPING CENTER LEASE

THIS LEASE is made as of the 24th day of September, 1998, by and between COMPTON COMMERCIAL DEVELOPMENT RENAISSANCE PLAZA COMPANY, a California general partnership ("Landlord"), and LARGE APPAREL OF CALIFORNIA, INC., a California corporation ("Tenant").

Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby, subject to the provisions of Article 1 hereof, demise and lease to Tenant, and Tenant hereby rents and hires from Landlord, in the shopping center development commonly known as the "Compton Renaissance Plaza" (the "Shopping Center"), a site plan of which retail development is shown on Exhibit A attached hereto and made a part hereof, those certain premises (the "leased premises") located approximately as shown by the cross-hatching on Exhibit A attached hereto and made a part hereof. The legal description of the Shopping Center in which the leased premises are located is attached hereto as Exhibit B and made a part hereof. The leased premises are described as follows:

Store No. 127/131, being approximately 3,200 square feet of Floor Area, and having a storefront width of approximately 40 linear feet.

DATA SHEET

The following references furnish data to be incorporated in the specified Sections of the Lease and shall be construed to incorporate all of the terms of the entire Section as stated in the Lease:

- (1) Section 1.01: Outside Commencement Date of Term: December 22, 1998.
- (2) Section 1.01: Expiration Date of Term: January 31, 2004. Tenant has two (2) five (5) year options to extend this Lease.
- (3) Section 2.01: Minimum Annual Rental: Fifty-seven Thousand Six Hundred and 00/100 Dollars (\$57,600.00), payable in equal consecutive monthly installments of Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00). In the event that Tenant exercises its option(s) to extend the term of the Lease, then fixed minimum annual rental shall increase every five (5) years to an amount equal to 115% of the fixed minimum annual rental in effect immediately prior to such increase.
- (4) Sections 2.01 and 2.02: Name and Address for Rental Payments:

Payable To: Compton Renaissance Plaza
c/o Commercial Development Company
5100 Goldleaf Circle; Suite 245
Los Angeles, California 90056
- (5) ~~Section 2.02.01~~ ^{* year} Percentage Rental: Five percent (5%) of Gross Sales for each whole or partial calendar ~~quarter~~ ^{year} of the term hereof (the "Percentage Rent Period") in excess of a dollar amount equal to (a) the Minimum Annual Rental payable in such calendar ~~quarter~~ divided by (b) the foregoing percentage rate (the "Breakpoint").
- (6) Sections 2.04 and 8.03: Tenant's Proportionate Share - Non-Building Common Area Expenses: The ratio from time to time of the number of square feet of Floor Area of the leased premises to the total number of square feet of constructed, gross leaseable Floor Area of all buildings in the Shopping Center. The current estimated percentage is 1.69%, subject to adjustment (*based on 189,807 s.f.*).
- (7) Sections 2.04 and 8.03: Tenant's Proportionate Share - Building Common Area Expenses: The ratio from time to time of the number of square feet of Floor Area of the leased premises to the total number of square feet of Floor Area in all buildings in the Shopping Center which are (a) owned by Landlord and (b) not occupied by tenants that are obligated to operate and maintain such buildings ("Landlord-Maintained Buildings"). The current estimated percentage is 6.75%, subject to adjustment (*based on 47,432 s.f.*). Tenant's Proportionate Share of property taxes is estimated at 3.10%, subject to adjustment (*based on 103,328 s.f. which excludes Kmart's s.f.*).
- (8) 2.06: Security Deposit: N/A (\$ 0.00).
- (9) Section 7.01: Permitted Use: Tenant shall use the leased premises only for the display and retail sale of female apparel, furnishings and accessories and lingerie, and for the display and sale of items incidental to its primary business as set forth in Section II-1 of the attached Rider to Lease. No children's or infant's apparel, athletic wear or sports apparel, or beauty supplies may be sold at the Premises.

- (10) Section 7.03: Radius: N/A miles from any boundary of the Shopping Center.
- (11) Section 17.01: Trade Name: Ashley Stewart Woman Sizes 14-26 or
The Essence of Body & Soul.
- (12) Section 17.02: Initial Promotional Charge (Merchants Association): Twenty-five Dollars (\$25.00) per month.
- (13) Section 25.07: Addresses for Notices:
- If to Landlord: 5100 Goldleaf Circle; Suite 245
Los Angeles, California 90056
Attention: Property Manager
- If to Tenant:
Prior to Occupancy: Ashley Stewart
Attn: Jeffrey Klein, Esq.
100 Metro Way
Secaucus, NJ 07094
- After Occupancy: Ashley Stewart
Attn: Jeffrey Klein, Esq.
100 Metro Way
Secaucus, NJ 07094
- (14) Section 25.08: Brokers:
- For Landlord: CB Commercial.
- For Tenant: CB Commercial.
- (15) Riders: Option to Extend; Rider to Lease - consisting of ten pages
- (16) Guarantor(s): Ashley Stewart, Ltd.

ARTICLE 1

TERM OF LEASE; PREMISES DEMISED

Section 1.01 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Lease shall commence upon execution of this Lease. The obligation of Tenant to pay minimum annual rental, percentage rent, and additional rent and charges shall commence on the earlier to occur of (a) the Outside Commencement Date specified in item (1) of the Data Sheet, if so specified, or (b) the date on which Tenant opens its store in the leased premises for business to the public (the "Commencement Date"), and shall end on the expiration date set forth in item (2) of the Data Sheet, unless sooner terminated as hereinafter provided. For the purpose of this Lease, "lease year" shall have the meaning contained in Section 1-4 of the attached Rider to Lease.

Section 1.02 LATE OPENING. Tenant's failure to open its store for business by the Outside Commencement Date for any reason other than a force majeure delay or a delay caused by Landlord shall constitute a material default by Tenant, in which case Landlord shall have all remedies available under this Lease or at law.

Section 1.03 PREMISES DEMISED.

1.03.01 The exterior walls, the floor above, the roof and the area beneath the leased premises are not demised hereunder, and Landlord hereby reserves the use thereof, together with the right to locate, both vertically and horizontally, install, maintain, use, repair and replace pipes, utility lines, ducts, conduits, flues, refrigerant lines, drains, sprinkler mains and valves, access panels, wires and structural elements leading through the leased premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center.

1.03.02 Wherever the term "Shopping Center" is used, it shall be deemed to include the land, improvements, areas and locations shown on Exhibit A. In the event Landlord elects to enlarge the Shopping Center, any additional land, improvements, areas and locations may be included by Landlord in the definition of "Shopping Center" for purposes of this Lease.

ARTICLE 2

RENTAL AND SECURITY DEPOSIT

Section 2.01 MINIMUM RENTAL.

2.01.01 The fixed minimum annual rental during the term of this Lease shall be the sum set forth in item (3) of the Data Sheet, with increases as provided in item (3) of the Data Sheet or in any rider attached to this Lease, which sum shall be payable in currency of the United States by Tenant in equal consecutive monthly installments in the sum set forth in item (3) of the Data Sheet, on or before the first day of each month during the term, in advance, payable to the party and at the address set forth in item (4) of the Data Sheet or such other place as Landlord may designate, without any prior demand therefor and without any deduction or offset whatsoever.

2.01.02 Should the term of this Lease commence on a day other than the first day of a calendar month, then the rental for such month shall be 1/360th of the annual rental multiplied by the number of days remaining in the month. Should any lease year contain more or less than 12 calendar months, said annual rental shall be prorated.

Section 2.02 PERCENTAGE RENTAL.

2.02.01 In addition to the payment of the fixed minimum annual rental, as hereinbefore provided, Tenant shall pay to Landlord for each Percentage Rent Period (as set forth in item (5) of the Data Sheet), during the term hereof as percentage rental, a sum equal to the percentage of all Gross Sales set forth in item (5) of the Data Sheet resulting from business conducted in, on or from the leased premises during such Percentage Rent Period, in excess of the amount set forth as the Breakpoint in item (5) of the Data Sheet. The percentage rental shall be payable within 15 days after the expiration of each Percentage Rent Period, to the same party and address as described in Section 2.01.01 above, without any prior demand therefor and without any deduction or offset whatsoever.

2.02.02 The obligation to pay percentage rental for the last Percentage Rent Period or portion thereof of the term of this Lease shall survive the expiration or earlier termination of this Lease.

Section 2.03 GROSS SALES. The term "Gross Sales" as used herein shall be construed to include the entire amount of the actual sales price, whether for cash or otherwise, of all sales of merchandise or services and other receipts whatsoever of all business conducted in or from the leased premises, by Tenant, all concessionaires, all occupants or otherwise, including, without limitation, the following: mail, catalogue, closed circuit television, computer, other electronic or telephone orders received or filled at the leased premises; all deposits not refunded to purchasers; orders taken, although said orders may be filled elsewhere; and the entire amount of the actual sales price and all other receipts for sales and services by Tenant, any concessionaire, any occupant or otherwise in or from the leased premises. A "sale" shall be deemed to have been consummated for the purposes of this Lease, and the entire amount of the sales price shall be included in Gross Sales, at such time that (a) the transaction is initially reflected in the books or records of Tenant or a concessionaire or occupant (if a concessionaire or occupant makes the sale), or (b) Tenant or such concessionaire or occupant receives all or any portion of the sales price, or (c) the applicable goods or services are delivered to the customer, whichever first occurs, regardless of whether payment is made in installments, the sale is for cash or for credit, or all or any portion of the sales price has actually been paid at the time of inclusion in Gross Sales or at any other time. No deduction shall be allowed for uncollected or uncollectible credit accounts or for direct or indirect discounts, rebates, credits or other reductions to employees or others (except that in the case of credits or other reductions to employees an amount not to exceed two percent (2%) of Gross Sales per annum shall be permitted), unless generally offered to the public on a uniform basis. Gross Sales shall not include, however, any sums collected and paid out by Tenant for any sale or excise tax imposed by and accounted for by Tenant to any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchange of goods or merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made in or from the leased premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the leased premises. Gross Sales also do not include the amount of returns to shippers or manufacturers, or proceeds from the sale of trade fixtures. There shall be deductible from Gross Sales the amount of any cash or credit refund made upon any sale in or from the leased premises, previously included in "Gross Sales" hereunder, not to exceed the sum so previously included, where the merchandise sold is thereafter returned by purchaser and accepted by Tenant.

Section 2.04 TENANT'S TAX OBLIGATION.

2.04.01 Tenant agrees to pay to Landlord (a) Tenant's Proportionate Share - Non-Building Common Area Expenses, set forth in item (6) of the Data Sheet, of all taxes, surcharges, assessments, levies, fees and other charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen or known or unknown, levied or assessed during or with respect to each fiscal tax year falling in whole or in part during the term of this Lease by any municipal, county, state, federal or other taxing or assessing authority (individually a "tax" and collectively "taxes") upon, against or with respect to the Shopping Center or any portion thereof or interest therein owned by Landlord, except with respect to Landlord-Maintained Buildings and the land on which Landlord-Maintained Buildings are located, and any other taxes which Landlord becomes obligated to pay with respect to such portions of the Shopping Center, regardless of whether the same are assessed as real or personal

property, except as provided in Section 2.04.02, (b) Tenant's Proportionate Share - Building Common Area Expenses, which estimated percentage is 3.10%, subject to adjustment (based on 103,328 s.f. which excludes Kmart's s.f.), of all taxes upon, against or with respect to Landlord-Maintained Buildings and the improvements and property therein owned by Landlord, and with respect to the land on which Landlord-Maintained Buildings are located, and (c) all costs and attorneys' fees Landlord incurs to contest any such taxes. The taxes payable by Tenant pursuant to this subsection 2.04.01 which are levied or assessed for the fiscal tax year in which the term of this Lease commences and for the fiscal tax year in which the term of this Lease ends shall be prorated on a daily basis. The relevant Tenant's Proportionate Share of all the foregoing taxes and amounts shall be paid in monthly installments on or before the first day of each calendar month (or such longer period as Landlord may determine), in advance, in an amount estimated by Landlord and billed by Landlord to Tenant; provided that Landlord shall have the right to revise the estimates from time to time. Upon receipt of all tax bills pertaining to taxes payable by Tenant, Landlord shall furnish Tenant a written statement of the actual amount of Tenant's Proportionate Share of the taxes for such year. In the event no tax bill is available at the time Landlord bills Tenant for taxes, Landlord may estimate the amount of such tax. If the total of the estimated amounts paid by Tenant under this subsection shall be less than the actual amount due from Tenant, as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten days after demand therefor by Landlord; and if the total of the estimated amounts paid by Tenant shall exceed such actual amount due from Tenant, such excess shall be credited against the next installment of taxes due from Tenant to Landlord hereunder.

2.04.02 Tenant shall be responsible for, and agrees to pay, prior to delinquency, any and all taxes (as defined in Section 2.04.01) upon, against or with respect to (a) the leased premises or any leasehold interest, (b) all furniture, fixtures, equipment and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the leased premises by Tenant, any concessionaire, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the leased premises, by Tenant, any concessionaire or any previous tenant or occupant. Tenant shall provide Landlord with evidence of Tenant's payment of such taxes upon Landlord's request. If at any time any of such taxes are not levied and assessed separately and directly to Tenant, Tenant shall pay to Landlord Tenant's share thereof as determined and billed by Landlord.

2.04.03 Should the State of California or any political subdivision thereof or any governmental, taxing or assessing authority, directly or indirectly by way of substitution for or in lieu of or in addition to or in any other way directly or indirectly used or intended to provide revenues to fund all or any part of revenues theretofore provided or services theretofore funded by all or any part of the taxes otherwise required to be paid in whole or in part by Tenant pursuant to this Section 2.04, whether presently foreseen or unforeseen or known or unknown, (a) impose a tax of any kind or nature upon, against, in connection with or with respect to the rentals or other charges payable by or to Landlord by Tenant or other tenants in or occupants of the Shopping Center or on the income of Landlord derived from the Shopping Center or on Shopping Center revenues or on Landlord's (or the individuals' or entities' which constitute the partners of the partnership which is Landlord) ownership of the Shopping Center and/or the Shopping Center or any portion thereof or interest therein, or any direct or indirect tax whatsoever other than the taxes otherwise required to be paid in whole or in part by Tenant pursuant to this Section 2.04, (b) impose a tax of any kind or nature upon, against or with respect to the parking facilities or the number of parking spaces in the Shopping Center, (c) reappraise, or determine that the method utilized by Landlord in determining property taxes to be incorrect, or redetermine the method upon which property taxes are imposed against the Shopping Center from time to time by virtue of a change in the ownership of Landlord's interest or otherwise by operation of law, and/or (d) impose a charge, assessment, tax, fee, levy or exaction for services such as fire protection, sidewalk and road maintenance, refuse removal and other public services generally provided without charge to property owners or occupants prior to June, 1978, that being the date of the adoption of Proposition 13 by the voters of the State of California, then, in any such case, such charge, assessment, tax, fee, levy, exaction or other amount shall be deemed to constitute a tax payable by Tenant under this Lease and Tenant shall pay to Landlord the relevant Tenant's Proportionate Share thereof (or all thereof, with respect to taxes under subsection 2.04.02) as determined and billed by Landlord.

2.04.04 Notwithstanding any contrary provisions of this Section 2.04, "taxes" exclude any general net income, corporate, personal property, capital, transfer, franchise, gift, inheritance or estate taxes imposed on Landlord or its business.

2.04.05 All amounts due hereunder shall be payable to Landlord at the place where the fixed minimum annual rental is payable. A copy of a tax bill or statement or assessment notice submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of taxes assessed or levied against the property to which such bill relates. Tenant's obligations under this Section shall survive the expiration or earlier termination of the term of this Lease. The failure of Tenant to pay any tax or other amount payable under this Section either prior to delinquency (in the case of taxes payable by Tenant directly to the taxing authority) or within ten days after receipt by Tenant from Landlord of a statement therefor shall carry with it the same consequences under Article 18 hereof as Tenant's failure to pay rental.

Section 2.05 ADDITIONAL RENT PAYMENTS. Rental shall be defined in this Lease as fixed minimum annual rental, percentage rental, Tenant's obligations to pay taxes and operating costs and expenses, utility costs, costs payable to Landlord in the construction of improvements in or for the leased premises, and any other sums designated and/or treated in this Lease as rental, or payable or reimbursable from Tenant to Landlord under this Lease, which sums shall be payable in the manner provided in this Lease. All other sums of money or charges required to be paid by Tenant under this Lease shall be due and payable ten days after demand, without any

deductions or offset whatsoever. Tenant's failure to pay any such amounts or charges set forth in this Lease and the Exhibits and Riders hereto when due shall carry with it the same consequences under Article 18 hereof as Tenant's failure to pay rental. Landlord's rights and remedies pursuant to this Section shall be in addition to any and all other rights and remedies provided under this Lease or by law. All such amounts or charges shall be payable to Landlord in the manner and at the place where fixed minimum annual rental is payable.

~~Section 2.06 SECURITY DEPOSIT. The sum set forth in item (8) of the Data Sheet represents the~~
initial security deposit and is payable by Tenant to Landlord upon the execution of this Lease. (Such sum and any increases thereto are referred to herein as the "Security Deposit".) Landlord shall retain the Security Deposit as a deposit for the full and faithful performance of all covenants, conditions and agreements of Tenant under this Lease. Landlord may, but is not obligated to, apply the same to rentals or other charges in arrears or to damages for failure of Tenant to perform its covenants, conditions and agreements. Landlord's right to recover possession of the leased premises for non-payment of rental or for any other reason shall not in any event be affected by reason of the fact that Landlord holds or has applied the Security Deposit. The Security Deposit, if not applied toward the payment of rental in arrears or toward the payment of damages suffered by Landlord by reason of breach by Tenant of its covenants, conditions and agreements, shall be returned after the expiration or termination of this Lease within the time prescribed by law. In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, or any guarantor of Tenant hereunder, the Security Deposit shall be deemed to be applied first to the payment of any rentals and/or other charges due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained by Landlord in partial liquidation of Landlord's damages. Landlord shall not be obligated to keep the Security Deposit as a separate fund but may commingle the Security Deposit with its own funds. Landlord shall not be required to pay Tenant interest on the Security Deposit. In the event Landlord applies the Security Deposit in whole or in part, Tenant shall, upon demand by Landlord, deposit sufficient funds to maintain the Security Deposit in the amount that existed immediately prior to such application. Failure of Tenant to deposit such additional funds shall entitle Landlord to avail itself of the remedies provided in this Lease for non-payment of rental by Tenant. Landlord may increase the required amount of the Security Deposit from time to time by the amount of any increase in the fixed minimum rental. Tenant shall remit such additional amount to Landlord with ten days after Tenant receives Landlord's demand for the same. Such additional amount(s) shall be treated as part of the Security Deposit for all purposes under this Lease.

ARTICLE 3

RECORDS AND BOOKS OF ACCOUNT

Section 3.01 TENANT'S RECORDS. Tenant shall prepare and keep full, complete and proper books and source documents, in accordance with generally accepted accounting principles, of the Gross Sales, whether for cash, credit or otherwise, of each separate department at any time operated in the leased premises and of the operations of each subtenant, concessionaire, licensee, assignee and/or occupant of or in the leased premises, and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant shall include, without limitation, true copies of all federal, state and local income and sales tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the leased premises by Tenant and any other persons conducting business from the leased premises. Sales records shall consist of such sales records, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Tenant's sales. Tenant shall record at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit or otherwise, in a cash register. Landlord may audit Tenant's books of account and records concerning Gross Sales for the Premises only, not more than once in any Lease Year and on not less than ten (10) days prior notice to Tenant. Such audit shall be conducted at the place where Tenant maintains its records of Gross Sales for the Premises.

Section 3.02 REPORTS BY TENANT. Tenant shall and hereby agrees to furnish to Landlord, within twenty (20) days after the expiration of each month of each lease year, a complete statement, certified by Tenant, of the amount of Gross Sales, as defined in Section 2.03 of this Lease, made from the leased premises during such period. Tenant also agrees that it shall furnish to Landlord, within forty-five (45) days after the expiration of each lease year, a complete statement, certified by the chief financial officer or chief executive officer or outside accountant employed by Tenant, showing in all reasonable detail the amount of such Gross Sales made by Tenant from the leased premises during the preceding lease year. Tenant shall require all its subtenants, concessionaires and/or occupants, if any, to furnish similar statements.

ARTICLE 4

AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Notwithstanding the acceptance by Landlord of prior payments of rent in amounts less than that actually due, Landlord shall have the right to all rentals and other charges actually due hereunder, and the right to examine, make extracts from and copy, all books, source documents, accounts, records and sales tax reports of Tenant and any subtenants, concessionaires and/or occupants filed with applicable government agencies in order to verify the amount of Gross Sales.

Section 4.02 AUDIT. At its option, Landlord may, not more than once per lease year, upon ten days prior written notice to Tenant, cause a complete audit (including a physical inventory) to be made, by an auditor selected by Landlord, of the entire records and operations of Tenant and/or any subtenant, concessionaire or occupant relating to the leased premises and for the period covered by any statement issued or required to be issued by Tenant or a subtenant, concessionaire or occupant as above set forth in Article 3. Tenant shall make available to Landlord's auditor ~~at the leased premises~~ within ten days following Landlord's notice requiring such audit, all of the books, source documents, accounts, records and sales tax reports of Tenant and any of its subtenants, concessionaires or occupants which such auditor deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Sales as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional percentage rental due for the period audited. Further, if such understatement was in excess of four percent (4%) of actual Gross Sales as disclosed by such audit, Tenant shall immediately pay to Landlord the cost of such audit.

ARTICLE 5

CONSTRUCTION AND CONDITION OF LEASED PREMISES

Section 5.01 CONSTRUCTION OF LEASED PREMISES.

5.01.01 The leased premises shall be constructed substantially as set forth in Exhibit C which is attached hereto and made a part hereof with like force and effect as though set forth fully at length herein. Each of the parties hereto does hereby assume and agree to perform the obligations imposed upon such party in Exhibit C at the times and in the manner therein provided. It is understood that Tenant is accepting the Leased Premises in an "as is" condition, with all faults.

5.01.02 If Tenant fails to furnish its Store Design Drawings and Working Drawings and Specifications to Landlord within the time periods and in the form required by Exhibit C, fails to apply for necessary permits and approvals within the time periods provided in Exhibit C, or fails to perform any of its material obligations within the time periods provided in Exhibit C, then Landlord may at its option at any time while Tenant is in default of this provision, in addition to any and all other remedies provided in this Lease or by law, by not less than ten days notice to Tenant, declare this Lease null and void and of no further force or effect in which event this Lease shall cease and Tenant shall remain liable as provided in this Lease. In addition, if Landlord determines that Landlord and Tenant are unable to agree upon Store Design Drawings, and/or Working Drawings and Specifications, Landlord shall have the option, upon ten days notice to Tenant, to declare this Lease null and void and of no further force or effect, in which event this Lease shall cease and terminate on the date specified in such notice, in the same manner as provided in the preceding sentence. No deviation from the final Work Drawings and Specifications, once approved by the Landlord, shall be made by Tenant without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Approval of the final Working Drawings and Specifications by Landlord shall not constitute the assumption of any responsibility by Landlord or Landlord's architect for their accuracy, efficacy, sufficiency or compliance with building codes, or the suitability thereof or of the leased premises for Tenant's business, and Tenant shall be solely responsible for such matters and for verifying all site conditions such as but not limited to dimensions, locations, clearances or deflections. Until such time as Tenant takes possession of the leased premises, the right of Tenant to enter upon the leased premises shall be solely for the purpose of inspection, measurement and obtaining information necessary to prepare Store Design Drawings and Working Drawings and Specifications and to install Tenant's improvements, trade fixtures, equipment, stock in trade and furnishings. Unless Landlord otherwise directs in writing, Tenant shall not open the leased premises for business nor shall the store front barricades, if any, be removed until all construction has been completed pursuant to the provisions of Exhibit C, the store is fully fixtured, stocked with merchandise in place and staffed, and Tenant is prepared to engage in selling and/or services to the public pursuant to Article 7. Landlord reserves the right to temporarily remove any barricades prior to completion by Tenant of the requirements necessary for Tenant to open its store for business in order to permit Landlord to complete its construction or otherwise more adequately enhance the development; however, Landlord may also re-erect such barricades if Tenant has not yet met the requirements necessary to open its store for business. Notwithstanding anything to the contrary contained in this Section 5.01.02, once Tenant has opened for business at the leased premises, Landlord will no longer have the right, in the event of default by Tenant under this Section 5.01.02, to declare this Lease null and void and of no further force or effect, but Landlord will continue to have any and all other remedies provided in this Lease or by law.

Section 5.02 CONDITION OF LEASED PREMISES. Tenant shall take possession "as is". Taking possession of the leased premises by Tenant shall conclusively establish that the leased premises and the building in which they are located were at such time in good and satisfactory condition. Failure of Landlord to make available the leased premises within the time and in the condition provided in this Lease will not give rise to any claim for damages by Tenant against Landlord or its contractor(s) or permit Tenant to rescind or terminate this Lease.

ARTICLE 6

ALTERATIONS, CHANGES AND ADDITIONS

Section 6.01 ALTERATIONS BY TENANT. Tenant shall not make or cause to be made any alterations, additions or improvements to the leased premises (including but not limited to signs, floor covering, interior or exterior lighting, plumbing fixtures, utility systems or components, shades, canopies, awnings, electronic

detection devices, antennas and mechanical, electrical or sprinkler systems) without the prior written approval of Landlord. Tenant shall present to Landlord Store Design Drawings and Working Drawings and Specifications, to the extent necessary, for such work at the time approval is sought, in accordance with criteria and procedures as provided in Exhibit C. If Landlord shall give its consent, the consent shall be deemed conditioned upon issuance of a valid building permit to do the work prior to the commencement of the work, and the compliance by Tenant with all conditions of said permit in a prompt and expeditious manner.

Section 6.02 WORK STANDARDS. All work Tenant performs or causes to be performed with respect to alterations, additions or improvements shall be done in a good and workmanlike manner and diligently prosecuted to completion. Any such alterations, additions or improvements shall be performed and done strictly in accordance with the laws and ordinances relating thereto, with the requirements of all carriers of insurance on the leased premises and the Board of Underwriters, Fire Rating Bureau, or similar organization and at such times and in such manner as Landlord from time to time may designate. In performing the work of any such alterations, additions or improvements, upon Landlord's written request, Tenant shall use best efforts to use union labor if Landlord is using union labor in the Shopping Center. Tenant agrees to use a bondable contractor, which contractor shall be either (a) one of the contractors set forth in a listing of approved contractors prepared by Landlord, or (b) if not set forth in such a listing, reasonably approved by Landlord in writing within seven (7) days of submittal to Landlord prior to the commencement of Tenant's work. Landlord reserves the right to perform the work at Tenant's expense. Tenant shall have the work performed in such a manner so as not to obstruct the access and quiet enjoyment of any other tenant in the Shopping Center.

Section 6.03. LIENS. Tenant shall keep the leased premises and all other parts of the Shopping Center free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to fully bond against or discharge any mechanic's or materialman's lien within twenty (20) days after written request therefor by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or removal of same, such reimbursement to be made within ten days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. Tenant shall not install or make part of the leased premises any materials, fixtures or articles which are subject to conditional sales contracts, chattel mortgages or other lien retention instruments. Before commencing any such work or construction in or about the leased premises, Tenant shall notify Landlord in writing of the expected date of commencement thereof. Landlord shall have the right at any time and from time to time to post and maintain on the leased premises such notices as Landlord deems necessary to protect the leased premises and Landlord from the liens of mechanics, laborers, materialmen, suppliers or vendors.

Section 6.04 REMOVAL BY TENANT. All alterations, decorations, additions and improvements made by Tenant shall be deemed to have attached to the leasehold and to have become the property of the Landlord upon such attachment; upon expiration of this Lease or any renewal terms thereof, Tenant shall not remove any of such alterations, decorations, additions and improvements, except that trade fixtures installed by Tenant may be removed if all rental and other charges due herein are paid in full and Tenant is not otherwise in default hereunder, and Tenant's signage, millwork and track lighting shall be removable by Tenant, and Tenant shall promptly repair any damage caused by such removal. Further, Landlord may designate by written notice to Tenant those alterations, decorations, additions and improvements, including but not limited to Tenant's signs, which shall be removed by Tenant at the expiration or earlier termination of this Lease and Tenant shall remove the same and repair any damage to the leased premises caused by such removal not later than the expiration date, or, in the case of any earlier termination, within 21 days after the date of termination (or any shorter period of time provided elsewhere in this Lease). If Tenant shall fail to promptly complete such removal and repair such damages, Landlord may do so and may charge the reasonable cost thereof to Tenant. In addition, Landlord may retain title to any such property Tenant is required but fails to promptly remove, may dispose of the same in any manner provided by this Lease or by law and/or store the same in a public warehouse or elsewhere at the cost and for the account of Tenant, without notice or resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Tenant shall fail to pay the costs of storing any such property after it has been stored for a period of 30 days or more, Landlord may sell any or all of such property at public or private sale, in such manner and at such times and places as Landlord, in its sole discretion, may deem proper, without notice to or demand upon Tenant. In the event of such sale, Landlord shall apply the proceeds thereof: First, to the cost and expense of sale, including reasonable attorneys' fees; second, to the payment of the cost of removal and storage; third, to the payment of any other sums which may then or thereafter be due to Landlord from Tenant under any of the terms of this Lease; and, fourth, the balance, if any, to Tenant. Alternatively, Landlord at its election may dispose of such property as provided in Section 20.03.

Section 6.05 CHANGES AND ADDITIONS. Landlord hereby reserves the right at any time and from time to time, to make changes, alterations or additions to, and to build additional stories on the building in which the leased premises are located and to build adjoining the same. Landlord also reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center; to enlarge, reduce, eliminate or add stories to buildings and improvements at the Shopping Center; to make alterations therein or additions thereto, to build additional stores onto any building or buildings within the Shopping Center; to build adjoining thereto and to construct decks or elevated parking facilities; and to sell or lease any part of the land comprising the Shopping Center for the construction thereon of improvements to be occupied by persons and/or entities which may or may not be part of the Shopping Center. Landlord also reserves the right at any time, and from time to time, to change, modify or abolish any temporary outside utility serving the Shopping Center. Landlord also reserves the right at any time to relocate parking areas and other common areas shown on Exhibit A.

Notwithstanding anything to the contrary contained in this Section, Landlord shall cause any construction work which is undertaken in the exercise of Landlord's rights under this Section to be performed in such manner as to minimize to the extent practicable the interruption of Tenant's business.

~~Section 6.06 LANDLORD'S RIGHT TO RELOCATE TENANT. Landlord shall have the right to~~
relocate the leased premises to another part of the Shopping Center in accordance with the following: (a) The new leased premises shall be substantially the same in size, dimensions, configuration, decor and nature as the leased premises described in this Lease and shall be placed in that condition by Landlord at its cost; (b) the physical relocation of the leased premises shall be accomplished by Landlord at its cost; (c) Landlord shall give Tenant at least 30 days' prior notice of Landlord's intention to relocate the leased premises; (d) fixed minimum annual rental and other charges payable by Tenant to Landlord hereunder shall abate in full from the time the physical relocation commences to the time it is completed; (e) all costs reasonably incurred by Tenant as a result of the relocation, including, without limitation, costs incurred in changing addresses on stationery, business cards, directories, advertising and other such items shall be paid by Landlord; (f) if the relocated premises are smaller than the leased premises as they existed before the relocation, then (i) the fixed minimum annual rental and other charges payable by Tenant to Landlord shall be reduced by multiplying such sums by a fraction, the numerator of which shall be the Floor Area in the relocated premises, and the denominator of which shall be the Floor Area in the leased premises before relocation, and (ii) Tenant's Proportionate Shares shall be appropriately adjusted; and (g) the parties hereto shall immediately execute an amendment to this Lease stating the relocation of the leased premises and the reduction, if any, of fixed minimum annual rental and other charges payable by Tenant to Landlord and of Tenant's Proportionate Shares.

ARTICLE 7

CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the leased premises only for the purpose of conducting the business specifically set forth in item (9) of the Data Sheet and for no other purpose without the prior written consent of Landlord, which Landlord may withhold in its sole discretion. Tenant agrees and acknowledges that the mix of businesses in the Shopping Center is essential to the attractiveness of the Shopping Center to the public and to the success of the Shopping Center, and that Landlord therefore is justified in exclusively controlling or prohibiting changes in any use or uses of the lease premises. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the leased premises or if a failure to procure such a license or permit might or would in any way adversely affect Landlord or the Shopping Center, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same of reinspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit.

Section 7.02 CONTINUOUS OPERATION OF BUSINESS.

7.02.01 Except as otherwise expressly provided herein, Tenant agrees to be open for business and to operate in all of the leased premises during the entire term of this Lease, and to conduct its business at all times in a first class and reputable manner, maintaining at all times a full staff of employees and stock of merchandise. Tenant shall be obligated to be open for business and to operate continuously during all hours established by Landlord. Tenant shall install and maintain at all times a display or merchandise in the display windows, if any, of the leased premises and shall keep the same together with Tenant's storefront sign(s) well lighted during such hours as Landlord shall reasonably designate. The foregoing covenants are declared and acknowledged to be of the essence of this Lease and its percentage rental provisions, and of the essence to the success and attractiveness of the Shopping Center. Failure by Tenant to comply with any of the foregoing covenants shall entitle Landlord, in addition to other remedies provided in this Lease or by law, to mandatory injunctive relief. Without limiting the generality of the foregoing, in the event the hours during which the Shopping Center is legally permitted to be open to the public are regulated by any lawful authority, then Landlord shall be the sole judge of which hours and days shall be Shopping Center business hours. Tenant, at Tenant's expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction affecting or applicable to Tenant's manner of use of the leased premises or the cleanliness or safety of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is substantial, or foreseen or unforeseen, or ordinary or extraordinary, or shall necessitate non-structural changes or improvements or interfere with the use and enjoyment of the leased premises. Tenant shall not do or permit anything to be done in or about the leased premises, nor bring anything therein, which will in any way conflict with any such law, ordinance, order, rule, regulation or requirement affecting the occupancy or use of the leased premises or the Shopping Center which has been or may hereafter be enacted or promulgated by governmental authorities, or in any way obstruct or interfere with the rights of others, nor shall Tenant use or allow the leased premises to be used for any improper, immoral or objectionable purposes. No fictitious auction, liquidation, going out of business, fire or bankruptcy sales may be conducted or advertised by sign or otherwise in the leased premises. Tenant shall have absolute freedom to determine its own selling price. Tenant agrees that it will conduct its business in good faith. Tenant shall not display or sell any paraphernalia used in the consumption of controlled substances, and shall not do any act tending to injure the reputation of the Shopping Center as determined by Landlord. In the event Landlord has approved Tenant's remaining open for business after normal Shopping Center hours, then such approval shall be conditioned upon Tenant's paying for all additional costs incurred by Landlord as a result thereof. Tenant shall not commit or suffer to be committed any waste upon the leased premises and shall not place a load upon any floor of the leased premises which exceeds the floor load per square foot

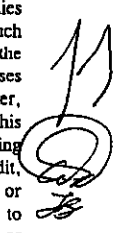
which such floor was designed to carry. Tenant shall not cause or permit in or from the leased premises any noise, vibration, odor, nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant or which is reasonably objected to by Landlord or by any tenant or occupant of the Shopping Center; and, upon written notice from Landlord, Tenant shall immediately cease and desist from causing or permitting the same. Tenant shall not permit the operation of any coin or token operated or vending machines, including but not limited to video-type games, pinball machines or similar amusement devices, or pay telephones on the leased premises, other than the areas reserved solely for the use of Tenant's employees. Tenant shall not sell state lottery game cards or tickets or permit "lotto" machines or similar devices on the leased premises. Tenant shall not store anything in service or exit corridors or loading areas. Tenant agrees that all receiving and delivery of goods and merchandise, and all removal of merchandise, supplies and equipment shall be made only by way of or in the areas provided therefor by Landlord. Tenant shall not use or permit the use of any portion of the leased premises as sleeping quarters or lodging rooms.

7.02.02 Except as otherwise provided herein, Tenant and Tenant's employees and/or agents shall not solicit or conduct business or display, distribute or store any merchandise in the parking, sidewalk or other common areas, or any part of the Shopping Center other than in the leased premises, nor shall Tenant distribute any handbills or other advertising matter in the parking, sidewalk, other common areas, or any part of the Shopping Center other than in the leased premises. Tenant shall not give samples or approach customers outside the leased premises for purposes of soliciting sales.

7.02.03 Tenant shall not carry a stock of goods or do anything in or about the leased premises which shall in any way tend to increase the insurance rates on the Shopping Center, the leased premises and/or the building of which they are a part and/or the contents thereof. If Tenant installs any electrical equipment that overloads the lines in the leased premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirement of the insurance underwriters and governmental authorities having jurisdiction. Landlord acknowledges that the permitted use hereunder shall not cause an increase in the insurance rates on the Shopping Center.

7.02.04 If Tenant is permitted pursuant to this Lease to engage in the sale of food and beverages from the leased premises, Tenant shall be solely responsible for prompt disposal within the leased premises of all trash, garbage and debris or in the alternative will promptly dispose of such trash, garbage and debris in areas provided for such disposal by Landlord, in the event Landlord chooses to provide such areas. Food service Tenants shall inspect and maintain all grease traps, pans, and hood ventilators in good order, condition and repair, and shall contract for regular inspection and maintenance of the same if required by Landlord.

~~Section 7.03 RADIUS. Tenant agrees that during the term of this Lease neither Tenant nor any person, firm, corporation or other entity who or which controls or is controlled by Tenant, or by any person, firm, corporation or other entity which controls or is controlled by Tenant, shall directly or indirectly, either individually or as a partner or stockholder or otherwise, own, operate or become financially interested in any business similar to or in competition with the business of Tenant described in item (9) of the Data Sheet within the radius set forth in item (10) of the Data Sheet. In the event Tenant breaches the foregoing covenant, then, in addition to any other remedies available to Landlord under this Lease, at law or in equity, the Gross Sales (as defined in this Lease) of any such business or businesses within said area shall be included in the Gross Sales made from the leased premises; and the percentage rental hereunder shall be computed upon the aggregate of the Gross Sales made from the leased premises and by any such other business or businesses then conducted within said area. This Section 7.03 shall not, however, apply to any such business or businesses open and in operation within said area as of the date of execution of this Lease. Landlord or Landlord's authorized representative or agent shall have the right at all reasonable times during the term hereof and for a period of at least two years after the expiration of the term of this Lease, to inspect, audit, copy and/or make extracts of the books, source documents, records and accounts pertaining to such other business or businesses conducted within said area for the purpose of determining or verifying the additional rentals due to Landlord pursuant to this Section. This Section 7.03 shall be inapplicable if item (10) of the Data Sheet is blank or shows a radius of zero.~~



Section 7.04 STORAGE; OFFICE SPACE. Tenant shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise from other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for offices, clerical or other non-selling purposes only such space in the leased premises as is from time to time reasonably required for Tenant's business in the leased premises.

ARTICLE 8

COMMON AREAS

Section 8.01 OPERATION AND MAINTENANCE OF COMMON AREAS. Landlord agrees to cause to be operated and maintained during the term of this Lease all common areas. The manner in which such areas and facilities shall be operated and maintained, and the expenditures therefor, shall be at the sole discretion of Landlord.

Section 8.02 USE OF COMMON AREAS. The term "common area", as used in this Lease, shall mean, to the extent provided by Landlord, the following areas within the Shopping Center: Parking areas and

facilities (collectively "parking facilities"), traffic control and traffic information signs and equipment, roadways, pedestrian sidewalks, driveways, public transportation loading and unloading facilities not devoted to a single tenant, truckways, delivery areas, landscaped areas, community rooms, office facilities, roof, skylights, beams, stairs and ramps not contained within any Floor Area, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways, and other areas, amenities, facilities and improvements provided by Landlord. The use and occupancy by Tenant of the leased premises shall include the non-exclusive right to use the common areas in common with Landlord and with all others for whose convenience and use the common areas have been or may hereafter be provided by Landlord, subject, however, to Landlord's rules and regulations prescribed from time to time pursuant to Article 23 below, and to the limitations on Tenant's use set forth in Article 7, including the right of Landlord to impose parking charges, whether by meter or otherwise. All common areas shall be subject to the exclusive control and management of Landlord or its designated property manager (whom Landlord may select in its sole and absolute discretion). Tenant acknowledges that Landlord makes no representation or warranty whatsoever concerning the safety of the common areas or the adequacy of any security system which is or may be instituted for the common areas. Tenant and its employees shall not park their cars or any other vehicles in any portion of the parking facilities that Landlord may designate from time to time to be off limits to them (provided that Landlord shall at all times provide an adequate amount of spaces for them within the parking facilities). Automobile license numbers of employees' cars shall be furnished by Tenant to Landlord upon Landlord's request. If Tenant or its employees park their cars in parking areas designated as off limits to them, then Landlord may, without notice or demand, cause the offending vehicle(s) to be towed, and Tenant shall pay the cost of such towing to Landlord upon demand. Landlord may at any time close any common area and parking facilities to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking, to use areas for attendant or valet parking, and do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof, subject in all events to compliance with applicable law and governmental regulations.

Section 8.03 TENANT'S SHARE OF EXPENSES.

8.03.01 Tenant agrees to pay to Landlord in the manner hereinafter provided, but not more often than once each calendar month, Tenant's Proportionate Share - Non-Building Common Area Expenses, as set forth in item (6) of the Data Sheet, of the following costs and expenses that relate to all portions of the Shopping Center and Shopping Center Areas (defined below) other than Landlord-Maintained Buildings and the land on which Landlord-Maintained Buildings are located, and Tenant's Proportionate Share - Building Common Area Expenses, as set forth in item (7) of the Data Sheet, of the following costs and expenses that relate to Landlord-Maintained Buildings or the land on which Landlord-Maintained Buildings are located: (a) all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, policing and protecting, lighting, heating, ventilating, air conditioning, providing sanitation and sewer and other services, insuring (including self-insurance and the payment of deductible amounts under insurance policies), painting, repairing, replacing and maintaining: (i) the common areas, and (ii) all buildings within the Shopping Center (hereinafter collectively referred to as "Shopping Center Areas"). Such costs and expenses shall include, but shall not be limited to, the cost of the following: Janitorial services; cost of maintenance contracts; property management fees; the rental value of Landlord's or its on-site property manager's offices at the Shopping Center; costs to operate, test, maintain and repair security systems, fire protection systems, sprinkler systems, storm drainage systems, heating, ventilation and air conditioning systems, and other systems; illumination and maintenance of signs, whether located on or off the site of the Shopping Center; refuse disposal, water, gas, sewage, electricity and other utilities including but not limited to any and all usage, service, hook-up, connection, availability and/or standby fees, deposits or charges pertaining to same; maintenance and operation of any temporary or permanent utility, including a sewage disposal system, within or without the Shopping Center, built, operated and/or maintained for the specific purpose of servicing the Shopping Center, together with hook-up or connection fees and service charges; compliance with rules, regulations and orders of governmental authorities pertaining to the Shopping Center, such as but not limited to air pollution control, including the cost of monitoring air quality, Shopping Center life safety systems, and traffic management and mitigation; cleaning, lighting, striping, resurfacing and landscaping; costs of maintaining, repaving and replacing curbs, gutters, sidewalks, drainage and irrigation ditches, conduits, pipes and canals located on or adjacent to the Shopping Center; premiums for liability, casualty, property, rental interruption and other insurance; personal property taxes; audit fees and expenses; supplies; maintenance, replacement and depreciation of machinery, equipment, furniture, furnishings and amenities used in the operation or maintenance of common areas or Shopping Center Areas, if owned, and rental paid for such machinery, equipment, furniture, furnishings and amenities, if rented; a reserve for the estimated annual costs of periodic maintenance and replacement of exterior surfaces, including painting; total compensation and benefits (including premiums for worker's compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 8.03; the costs of materials, tools, supplies and equipment held for use or used for the benefit of the Shopping Center; the costs of all capital improvements and replacements to the Shopping Center, its contents or any portion thereof, made to comply with any present or future law, ordinance, rule or regulation, made to improve or add life-safety or security systems or made to reduce other costs, such costs to be amortized over the applicable recovery period for federal tax purposes or the estimated useful life as determined by Landlord, whichever is less, and to include a return on capital at an annual rate of 10% on the unamortized balance or at such higher rate as Landlord may pay on funds borrowed for the purpose of constructing such improvements or replacements; license, permit and inspection fees; and legal, accounting and consulting fees and expenses attributable to the operation of the Shopping Center; plus (b) an amount equal to ten percent (10%) of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs, exclusive of taxes and insurance. If any such costs and expenses relates to both Landlord-Maintained Buildings and other common areas, Landlord shall make a good faith allocation of such costs and expenses between the same, and such allocation shall be final for the purpose of calculating the relevant Tenant's Proportionate Share of such costs and expenses.

8.03.2 The relevant Tenant's Proportionate Share of such costs and expenses for each lease year shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord from time to time. Subsequent to the end of each lease year, Landlord shall furnish Tenant with a statement of Tenant's Proportionate Share of such costs and expenses for such period. If the total amount paid by Tenant under this Section for any such lease year shall be less than the actual amount due from Tenant for such lease year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten days after the furnishing of each such statement. If the total amount paid by Tenant hereunder for any such lease year shall exceed such actual amount due from Tenant for such lease year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section. Landlord may estimate the annual budget and charge the same to the Tenant on a monthly basis, subject to revision by Landlord of the budget from time to time and final annual adjustment based upon actual costs and expenses. CAM, excluding taxes and insurance, shall not increase more than six percent (6%) of the CAM for the previous year. The obligations of the parties for the final annual adjustment for the last year of term of this Lease shall survive the expiration or earlier termination of this Lease.

ARTICLE 9

SIGNS

Section 9.01 TENANT'S RESTRICTED RIGHT TO SIGNS. Tenant at its cost shall affix a sign to the exterior surface of the storefront of the leased premises as well as in such other location, if any, as Landlord shall direct, and shall maintain said sign(s) in good condition and repair during the entire term of this Lease. The size, content, design and location of each sign shall be subject to the prior written approval of Landlord which shall not be unreasonably withheld or delayed. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window, or the roof of the leased premises, or above the top of any parapet wall (or roof line if the building in which the leased premises are located has no parapet wall), or on the glass of any window or door of the leased premises, or any sidewalk or other location outside the leased premises, or within any display window space in the leased premises, or within one foot of the front leaseline of the leased premises, whether or not there is display window space in the leased premises, or within any entrance to the leased premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description. If Tenant places or causes to be placed or maintained any of the foregoing, the same may be removed by Landlord or Landlord's representative without notice and without such removal constituting a breach of this Lease or entitling Tenant to claim damages on account thereof. No symbol, design, name, mark or insignia adopted by Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated sign located in the interior of the leased premises and which is visible from the outside thereof shall be permitted without the prior written approval of Landlord. All signs located in the interior of the leased premises shall be in good taste so as not to detract from the general appearance of the leased premises or the Shopping Center. In the event that the Tenant fails to comply with the provisions of this Section 9.01, Landlord shall have the additional remedy of erecting a temporary barricade at Tenant's front leaseline of the leased premises.

Section 9.02 LANDLORD'S RIGHTS REGARDING SIGNS. Landlord shall have the right to use for its signs the exterior walls and the roof the building(s) and other improvements that are a part of the Shopping Center, including, but not limited to, the Shopping Center building in which the leased premises are located.

Section 9.03 SHOPPING CENTER SIGN. Landlord shall have the right, but not the obligation, to maintain at the Shopping Center at a location or locations Landlord selects, pylon and/or monument signs for Shopping Center identification and/or for carrying the name of such tenants in the Shopping Center as Landlord may select in its sole discretion. Landlord agrees to display Tenant's name on any such sign. If Landlord has so agreed, the size, content, design and location of Tenant's name on any such sign shall be subject to the prior written approval of Landlord in its sole discretion. Landlord may set and charge separate fees or rentals for the display of Tenant's and other tenants' names on such signs, and may, without notice or demand, remove Tenant's name if Tenant fails to pay any such fee or rental when due.

ARTICLE 10

MAINTENANCE OF LEASED PREMISES

Section 10.01 LANDLORD'S OBLIGATIONS FOR MAINTENANCE. Landlord shall keep and maintain the exterior surface of the exterior walls of the building in which the leased premises are located (exclusive of doors, door frames, door checks, other entrances, windows and window frames which are not part of common areas, and storefronts) in good repair, except that Landlord shall not be called upon to make any such repairs occasioned by the act or negligence of Tenant, its agents, employees, invitees, licensees or contractors. Landlord shall not be called upon to make any other improvements or repair of any kind upon the leased premises and appurtenances, except as may be required under Articles 13 and 14 hereof, and nothing contained in this Section 10.01 shall limit Landlord's right to reimbursement from Tenant for maintenance, repair costs and replacement costs conferred elsewhere in this Lease. Landlord is to maintain the roof, structure, and structural integrity of the slab of the building within which Tenant's suite is located at Landlord's sole cost and expense. In addition to Tenant's obligation to pay its prorata share of maintenance, repair costs and replacement costs as elsewhere provided in this Lease, Tenant is to maintain the interior of the suite.

Landlord guarantees that the heating, ventilation and air conditioning (HVAC) system shall be in good repair and working condition for the first twelve (12) months of the Lease term, provided that Tenant supplies the following preventative maintenance services to the unit(s) every ninety (90) days to maintain optimum performance of equipment: checking and making adjustments to compressor, relays, valves, contactors, thermostat operation, fan operation, freon levels, cleaning contactors, registers, oiling motors, bearings, and changing filters. During the first twelve (12) months of the Lease term, Landlord shall be responsible for any HVAC repairs, provided that Tenant provides proof of the aforementioned preventative maintenance services. After the first twelve (12) months of the Lease term, Landlord shall be responsible for HVAC repairs over \$1,000.00 (per year) and for replacing the system if needed, provided that Tenant provides proof of the aforementioned preventative maintenance services.

Section 10.02 TENANT'S OBLIGATIONS FOR MAINTENANCE.

10.02.01 Except as provided in Section 10.01 of this Lease, Tenant, at Tenant's expense, shall keep and maintain in first-class appearance, in condition and repair equal to or better than that which existed when Tenant initially opened the leased premises for business, as determined by Landlord (including replacement of parts and equipment, if necessary), the leased premises and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the interior surfaces of the exterior walls, the exterior and interior portion of all doors, door frames, door checks, other entrances, windows, window frames, display areas, plate glass, storefronts, signs, all plumbing and sewage facilities within the leased premises, exclusively serving the Leased Premises (including free flow up to the main sewer line), fixtures, ventilation, heating and air conditioning and electrical systems (whether or not located in the leased premises, but exclusively serving the Leased Premises), ~~spindle systems~~, walls, floors and ceilings, and all other repairs, replacements, renewals and restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, and all other work performed by or on behalf of Tenant pursuant to Exhibit C and Article 6 hereof.

10.02.02 Tenant shall keep and maintain the leased premises in a clean, orderly, neat, sanitary and safe condition in accordance with the laws of the State of California and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, all at the sole cost and expense of Tenant. Tenant at its sole expense shall neatly and safely store all trash, refuse and other solid waste only within the leased premises or in areas designated by Landlord for such storage. Tenant shall not burn any trash or garbage at any time in or about the Shopping Center. Tenant shall not dispose of any hazardous or other material in the Shopping Center bins and receptacles if the material is of such nature that it will not be disposed of in the ordinary and customary manner of removing and disposing of refuse in the City of Compton, or if applicable laws, ordinances or regulations require special handling, disposal or treatment of such material. Landlord may direct the use of all solid waste disposal contractors at such intervals as Landlord may require. Tenant shall only use Landlord's services and facilities for solid waste pickup, and shall comply with Landlord's procedures, rules and regulations regarding use of the same.

10.02.03 Tenant, at its own expense, shall install and maintain fire extinguishers and other removable fire protection and/or life safety devices as may be required from time to time by any agency having jurisdiction thereof and/or the insurance underwriters insuring the building in which the leased premises are located.

10.02.04 Tenant irrevocably waives and releases all rights under and benefits of Sections 1941 and/or 1942 of the California Civil Code and any successor statutes of similar import. The parties intend that the express terms of this Lease shall control any circumstances in which those statutes might otherwise apply.

ARTICLE 11

UTILITIES

Section 11.01 UTILITY CHARGES. Tenant shall be solely responsible for and shall promptly pay all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water, gas, electricity, centrally conditioned cold air supply, sewer and sanitation, solid waste disposal and any other service or utility used in or upon, furnished to or consumed at the leased premises regardless of whether any of the foregoing are initially paid in advance by Landlord, or otherwise. Landlord, at its sole option and at Tenant's expense, shall have the right, but not the obligation, to separately meter or submeter the leased premises for any or all of such services and utilities. If any such service or utility is not separately metered or submetered, Tenant shall pay the cost thereof as reasonably determined by Landlord from time to time (including but not limited to increases on account of utility rate increases, changes in Tenant's use of the leased premises or changes in Tenant's fixtures and improvements therein), such payment to be made to Landlord in the same manner and at the same time as monthly installments of fixed minimum rental are payable hereunder. In determining such cost, Landlord shall compute the value of public utilities estimated to be used by Tenant so as not to exceed the rate schedules which would be applicable if Tenant were at the time a direct customer of such public utility corporation. The failure by Tenant to pay any amount payable to Landlord under this Section 11.01 within ten days after receipt by Tenant from Landlord of a statement therefor shall carry with it the same consequences as failure to pay any installment of rental when due.

Section 11.02 INTERRUPTION OR REDUCTION OF SERVICE. Except if due to the negligence of Landlord, its agents, employees or contractors, in no event shall Landlord be liable for damages or otherwise for

(a) any unintended interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, centrally conditioned cold air or any other utility or other service, (b) any other unintended change in the quantity, quality, character or availability thereof, or (c) any reduction or rationing of utility or other service required by any mandatory or voluntary fuel, energy or water conservation program established pursuant to any federal, state, regional or local statute, ordinance, rule, regulation, order or decree. No interruption, reduction, rationing, disruption, curtailment, failure, change or conservation program shall constitute or be deemed to constitute constructive eviction of Tenant, or excuse or relieve Tenant from its obligations under this Lease.

ARTICLE 12

INSURANCE AND INDEMNITY

Section 12.01 TENANT'S INSURANCE.

12.01.01 Tenant, at its sole cost and expense, shall, during the entire term hereof, procure, pay and keep in full force and effect the following: (a) public liability and property damage insurance with respect to the leased premises and the operations of Tenant in, on or about the leased premises, including steam boiler insurance if applicable, in which the limits with respect to public liability shall be not less than \$2,000,000 combined single limit; (b) plate glass insurance, at full replacement value; (c) insurance against fire, extended coverage, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard extended coverage endorsement from time to time in general use in Los Angeles County, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or in the leased premises, in an amount equal to not less than one hundred percent (100%) of the actual replacement cost thereof; (d) worker's compensation coverage as required by law; (e) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability insurance in an amount satisfactory to Landlord and builder's risk insurance in an amount equal to not less than one hundred percent (100%) of the actual replacement cost thereof; and (f) product liability coverage (including, without limitation (if this Lease covers leased premises in which food and/or beverages are sold and/or consumed), liquor liability coverage for acts arising out of the consumption of food and/or alcoholic beverages on or obtained at the leased premises, to the extent obtainable), for not less than \$2,000,000 combined single limit. Upon notice from landlord, Tenant shall adjust its public liability coverage limits for the foregoing insurance policies annually upon renewal to such greater amount as Landlord reasonably determines is customarily carried for similar premises and businesses in the area in which the Shopping Center is located. Tenant shall cause its insurance carrier for its fire and extended coverage insurance to annually redetermine full replacement cost and adjust Tenant's policy amount accordingly.

12.01.02 All policies of insurance required to be carried by Tenant pursuant to this Section 12.01 shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, provides the coverage required by this Section and contains provisions specified herein, shall be delivered to Landlord prior to the Commencement Date and, upon renewals, not less than 30 days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Tenant hereunder.

12.01.03 Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 12.01 shall contain the following provisions and/or clauses: (a) a cross-liability clause; (b) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord be excess insurance; (c) a provision including Landlord and any other parties in interest designated by Landlord as additional insureds (but only as to the policies described in subsections (a), (b), (c) and (e) of Section 12.01.01); (d) a waiver by the insurer of any right to subrogation against Landlord, its agents, employees and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives (but only as to the policies described in subsections (b), (c) and (e) (builder's risk only) of Section 12.01.01); (e) a severability clause; and (f) a provision that the insurer will not cancel or change the coverage provided by such policy without first giving Landlord 30 days' prior written notice.

12.01.04 In the event that Tenant fails to procure, maintain and/or pay for, at the times and for the duration specified in this Section 12.01, any insurance required by this Section, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be obligated to), at any time or from time to time, and without notice, procure such insurance and pay the premiums therefor, in which event Tenant shall pay Landlord all sums paid by Landlord with interest thereon at the maximum rate permitted by law and any cost or expenses incurred by Landlord in connection therewith, within ten days following Landlord's written demand to Tenant for such payment.

Section 12.02 LANDLORD'S INSURANCE.

12.02.01 Landlord agrees, during the term hereof, to provide, to the extent the same is available from Landlord's insurance carrier, in amounts and coverage determined by Landlord, with or without deductibles, insurance coverage against loss or damage by fire, flood, windstorm, hail, explosion, damage from aircraft and vehicles and smoke damage, and other risks as are from time to time included in a standard extended coverage endorsement, insuring the leasehold improvements to the leased premises (exclusive of Tenant's merchandise, trade

fixtures, furnishing, equipment, plate glass, signs and all other items of personal property of Tenant) in an amount determined by Landlord from time to time in its sole discretion. Landlord may also carry, at its option, a special extended coverage endorsement. Tenant shall submit to Landlord an itemized statement setting forth the cost of any such improvements Tenant constructs promptly after completion thereof. Tenant agrees to pay Landlord for the total cost of so insuring such improvements, such payments to be made in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord. Subsequent to the receipt by Landlord of an invoice for premiums for such insurance, Landlord shall furnish Tenant with a written statement setting forth such cost. If the total amount paid by Tenant under this Section for any lease year shall be less than the actual amount due from Tenant for such lease year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten days after the furnishing of each such statement; and if the total amount paid by Tenant hereunder for any such lease year shall exceed such actual amount due from Tenant for such lease year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section 12.02.01.

12.02.02 Landlord may elect, but is not obligated, to carry insurance for sprinkler leakage, earthquake, flood, rental interruption (in amounts up to Tenant's total rental obligation for 24 full months under this Lease plus the total of the estimated costs to Tenant of taxes, insurance premiums and common areas cost for such 24 full months) and other risks Landlord determines to insure from time to time, in Landlord's sole discretion. Tenant agrees to reimburse Landlord for the total cost of the foregoing rental interruption insurance, such reimbursement to be made within ten days after receipt of a written statement from Landlord setting forth such cost.

Section 12.03 COVENANT TO HOLD HARMLESS. Tenant covenants to indemnify, protect and defend Landlord, its partners, shareholders, representatives, agents and employees, and save them harmless (except for the loss or damage resulting solely from the willful misconduct or gross negligence of Landlord, its agents, employees or contractors and not required to be insured against by Tenant pursuant to this Article 12) from and against any and all claim, action, damage, liability and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of Tenant's failure to comply with any provision of this Lease or occasioned wholly or in part by any grossly negligent or willful act or omission of Tenant, its concessionaires, agents, contractors, suppliers, employees, servants, customers or licensees. In case Landlord or any other party so indemnified shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and defend them and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by them in connection with such litigation.

Section 12.04 WAIVER OF SUBROGATION. Landlord and Tenant each hereby waives any and all rights of recovery against the other and officers, employees, agents, directors, shareholders, partners, beneficiaries, agents, contractors, subtenants, successors, heirs, assigns and representatives of such other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under any policy of fire or extended coverage insurance, plate glass insurance, sprinkler damage insurance, boiler and machinery insurance or builder's risk insurance carried by such waiving party or required by this Lease to be carried. Landlord and Tenant shall obtain and furnish evidence to the other of the waiver by Landlord's and Tenant's insurance carriers of any right of subrogation against the other.

Section 12.05 WAIVER OF CLAIMS. As a material part of the consideration to Landlord, Tenant hereby assumes to the maximum extent permitted by law all risk of, and waives all claims it may have against Landlord, its successor owners of the Shopping Center, its partners, shareholders, representatives, agents and employees for, (a) damage to or loss of property, business or income, (b) personal injury or (c) loss of life resulting directly or indirectly from (i) the Shopping Center, common areas or leased premises or any part thereof becoming out of repair, (ii) any repair or alteration thereof, (iii) any accident within the Shopping Center, common areas or leased premises, (iv) any act or omission of any person, including but not limited to any other tenant or occupant of the Shopping Center, (v) any condition, design or defect, latent or patent, of the Shopping Center, common areas, leased premises or any space adjoining the Shopping Center, common areas or leased premises, (vi) the malfunction of mechanical systems or equipment of or serving the Shopping Center, common areas or leased premises, (vii) the rupture, leakage, overflow or clogging of any plumbing or other pipes (including but not limited to water, gas, sewer, steam and refrigeration lines and pipes, sprinklers, tanks, containers, drains and drinking fountains), (viii) interference with light or air from or over any property, whether owned by Landlord or other person, or (ix) any criminal act in or about the Shopping Center, common areas or leased premises, including theft or misappropriation of any property, regardless of the lack of any Shopping Center security system or of any current or prior breach or breakdown of the Shopping Center's security system and regardless of the number or nature of prior incidences in the Shopping Center. The foregoing assumption and waiver shall be effective regardless of whether such damage, loss or injury results from conditions arising upon the leased premises, upon other portions of the Shopping Center or common areas or from other sources or places, regardless of whether the cause of or the means of repairing the same is accessible to Landlord, and regardless of whether it arises out of any act or neglect of any other tenant or occupant of the Shopping Center of its officers, employees, servants, agents, contractors, representatives, customers, visitors, guests or invitees. Such assumption and waiver shall not, however, apply to claims caused solely by the gross negligence or willful misconduct of Landlord or its agents or employees.

ARTICLE 13

DESTRUCTION OF LEASED PREMISES

Section 13.01 RECONSTRUCTION OF DAMAGED PREMISES. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or accidents in, the leased premises or the building in which the leased premises are located. In the event the leased premises and/or Tenant's leasehold improvements or any alterations thereto are damaged by fire or other perils covered by the insurance Landlord carries pursuant to Section 12.02.01 to an extent not exceeding twenty-five percent (25%) of the full insurable value thereof and if the damage thereto is such that the same may be repaired, reconstructed or restored within a period of 90 days from the date of the happening of such casualty and Landlord will receive insurance proceeds sufficient to cover the cost of such repairs (less the applicable deductible), Landlord shall commence and proceed diligently with the work of repair, reconstruction and restoration and this Lease shall continue in full force and effect. If such work of repair, reconstruction and restoration is such as to require a period longer than 90 days or exceeds twenty-five percent (25%) of the full insurable value thereof, or if said insurance proceeds will not be sufficient to cover the cost of such repairs (less the applicable deductible), Landlord either may elect to so repair, reconstruct or restore the leased premises and/or Tenant's leasehold improvements or any alterations thereto and this Lease shall continue in full force and effect, or Landlord may elect not to repair, reconstruct or restore and this Lease shall in such event terminate. If (a) more than twenty-five percent (25%) of the full insurable value of the leased premises, the building in which the leased premises are located, the Shopping Center, the parking facilities and/or the common areas shall be damaged or destroyed by fire or other casualty at any time, (b) during the last three years of the term hereof more than fifteen percent (15%) of the full insurable value of the leased premises, the building in which the leased premises are located, the Shopping Center, the parking facilities or the common areas shall be damaged or destroyed by fire or other casualty, or (c) all or any part of the leased premises, said building, the Shopping Center, the parking facilities or the common areas are damaged or destroyed at any time by the occurrence of any risk not insured under the insurance carried by Landlord pursuant to Section 12.02.01, then Landlord may elect, at its sole option, either to repair and rebuild the same or to terminate this Lease. Whenever under this Section 13.01 Landlord may elect to terminate this Lease, Landlord shall give written notice to Tenant of such election within 60 days after the occurrence of such damage or destruction. Landlord shall perform all reconstruction and restoration work and shall exclusively handle all claims and loss adjustments with insurance carriers. Tenant shall cooperate with Landlord, including but not limited to preparing and receiving necessary drawings and specifications. The leased premises and improvements therein shall be reconstructed substantially in accordance with the Working Drawings and Specifications originally approved by Landlord or (at Landlord's sole election) new drawings prepared by Tenant and acceptable to Landlord and Tenant; provided such new drawings do not require expenditures greater than those required to reconstruct according to the originally approved Working Drawings and Specifications. Notwithstanding the foregoing, in no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings, or equipment. If Landlord repairs or rebuilds the leased premises as herein provided, Tenant, at Tenant's sole cost, shall diligently repair or replace Tenant's merchandise, trade fixtures, furnishings and equipment in a manner and to at least a quality and condition equal to that prior to the damage or destruction thereof.

Section 13.02 RENT ABATEMENT. In the event of damage or destruction without termination of this Lease, fixed minimum annual rental and other charges payable by Tenant to Landlord shall be abated in proportion to the Floor Area of the leased premises rendered untenable, and the Breakpoint shall likewise be proportionately reduced. Payment of full rental and all other charges so abated shall recommence, and Tenant shall be obligated to be open for business, on the 30th day following the date that Landlord advises Tenant that the leased premises are tenable, unless Tenant opens at an earlier time or remains open following destruction or damage.

Section 13.03 EFFECT OF TERMINATION. In the event Landlord elects not to repair and restore following damage or destruction, this Lease shall be deemed to have terminated as of the date of such damage or destruction. Upon any termination of this Lease under the provisions of Section 13.01, the parties shall be released thereby without further obligation to the other from the date possession of the leased premises is surrendered to Landlord except for items which have theretofore accrued and are then unpaid and for any provisions of this Lease which are contemplated to survive termination. Damage or destruction shall not release Tenant from any of its obligations under this Lease except to the extent and upon the conditions expressly stated in this Article 13.

Section 13.04 WAIVER OF STATUTES. Tenant irrevocably waives and releases all rights under and benefits of Sections 1932(2) and 1933(4) of the California Civil Code and any successor statutes of similar import. The parties intend that the express terms of this Lease shall control any circumstances in which those statutes might otherwise apply.

ARTICLE 14

EMINENT DOMAIN

Section 14.01 TOTAL CONDEMNATION OF LEASED PREMISES. If the whole of the leased premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the rental and other charges shall be paid up to that day with a proportionate refund by Landlord of such rental and other charges as may have been paid in advance for a period subsequent to the date of the taking.

Section 14.02 PARTIAL CONDEMNATION.

14.02.01 (a) If less than the whole but more than twenty-five percent (25%) of the Floor Area of the leased premises or more than fifty percent (50%) of the square footage of the parking facilities or of the common areas shall be taken under eminent domain, or sold to public authority under threat or in lieu of such a taking, either party shall have the right to terminate this Lease as of the day possession is taken by public authority. Such right to terminate shall be exercisable only by delivering to the other party written notice of election to terminate within ten days after such taking. In the event neither party elects to terminate, all of the terms herein provided shall continue in effect, except that as of the day possession of such portion of the leased premises is taken by public authority the fixed minimum annual rental and other charges payable by Tenant to Landlord shall be reduced in proportion to the Floor Area of the leased premises taken and the Breakpoint shall likewise be proportionately reduced. Thereafter, Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building so as to constitute the remaining leased premises a complete architectural unit, and Tenant, at Tenant's sole cost, shall similarly act with respect to Tenant's improvements, trade fixtures, furnishings and equipment.

(b) If twenty-five percent (25%) or less of the Floor Area of the leased premises shall be so taken, this Lease shall cease, only as to the part so taken, as of the day possession shall be taken by such public authority, and Tenant shall pay rental and other charges up to that day. Thereafter, the fixed minimum annual rental and other charges payable by Tenant to Landlord shall be reduced in proportion to the Floor Area of the leased premises taken and the Breakpoint shall likewise be proportionately reduced. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building, so as to constitute the remaining leased premises a complete architectural unit, and Tenant, at Tenant's sole cost, shall similarly act with respect to Tenant's improvements, trade fixtures, furnishings and equipment.

14.02.02 If more than twenty-five percent (25%) of the Floor Area of the building in which the leased premises are located, or more than twenty-five percent (25%) of the leased premises, or more than twenty-five percent (25%) of the square footage of the Shopping Center or of the parking facilities or of the common areas, shall be taken under power of eminent domain, or sold to public authority under threat or in lieu of such taking, Landlord may, by written notice to Tenant delivered on or before the tenth day following the date of surrendering possession to the public authority, terminate this Lease as of the day possession is taken by public authority. The rental and other charges shall be paid up to the date possession is taken by public authority, with an appropriate refund by Landlord of such rental and of charges as may have been paid in advance for a period subsequent to that date.

Section 14.03 LANDLORD'S AND TENANT'S DAMAGES. All damages awarded for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking, whether for the whole or a part of the leased premises or leasehold improvements thereto, shall belong to and be the property of Landlord, regardless of whether such damages shall be awarded or proceeds obtained as compensation for diminution in value to the leasehold improvements thereto, or to the fee of the leased premises, and Tenant shall have no claim against either Landlord or the condemning authority with respect thereto; provided, however, that Landlord shall not be entitled to any award specifically designated as compensation for, depreciation to, and cost of removal of, Tenant's stock and fixtures, or (subject to the rights of any mortgagee or beneficiary of any mortgage or deed of trust made by Landlord covering the leased premises or the Shopping Center) to any award specifically designated as compensation for the unamortized cost of Tenant's leasehold improvements less Landlord's contribution to Tenant's leasehold improvements, such amortization to be on a straight-line basis over the term of this Lease.

Section 14.04 WAIVER OF STATUTES. Tenant irrevocably waives and releases all rights under and benefits of Sections 1265.130 and 1265.140 of the California Code of Civil Procedure and any successor statutes of similar import. The parties intend that the express terms of this Lease shall control any circumstance in which those statutes might otherwise apply.

ARTICLE 15

ESTOPPEL STATEMENT, ATTORNMEN AND SUBORDINATION

Section 15.01 ESTOPPEL STATEMENT. Tenant agrees within fifteen (15) days after request therefor by Landlord, to execute in recordable form and deliver to Landlord a true and accurate statement, in writing, certifying (a) that this Lease is in full force and effect, (b) the date of commencement and determination of the term of this Lease, (c) that rental and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of rental and all other charges hereunder, if any, paid in advance, (e) whether this Lease has been modified and, if so, identifying the modifications, (f) that there are no uncured defaults by Landlord or stating those claimed by Tenant, and (g) as to such other matters concerning this Lease or the leased premises as Landlord requests. Any such statement may be conclusively relied upon by any prospective purchaser, encumbrancer or master lessee of the leased premises or of all or any portion of the Shopping Center.

Section 15.02 ATTORNMEN. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage and/or deed of trust made by Landlord covering the leased premises, or in the event Landlord sells, conveys or otherwise transfers its interest in the Shopping Center or any portion thereof containing the leased premises, this Lease shall remain in full force and effect (unless any purchaser at the foreclosure of a mortgage or deed of trust to which this Lease is or becomes subordinate elects otherwise) and Tenant hereby attorns to and covenants and agrees to execute an instrument in writing reasonably

satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease, provided Tenant's possession is undisturbed. Payment by or performance of this Lease by any person, firm or corporation claiming an interest in this Lease or the leased premises by, through or under Tenant without Landlord's consent in writing shall not constitute an attornment or create any interest in this Lease or the leased premises. In the event that Tenant is required or permitted to attorn pursuant to the terms of this Section 15.02, not more than one month's rent theretofore actually prepaid by Tenant to Landlord will be recognized or allowed as a credit against any rental or other sums which the party to whom the Tenant attorns is entitled to receive or recover from Tenant.

Section 15.03 SUBORDINATION. Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any mortgages to be made on the Shopping Center or the leased premises, and to the interest thereon, and all renewals, replacement and extensions thereof. Tenant also agrees that any mortgagee or beneficiary may elect to have this lease constitute a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or beneficiary to Tenant to that effect, this Lease shall be deemed a prior lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees that upon the request of Landlord, or any mortgagee or beneficiary, Tenant shall, within twenty (20) days of the receipt of said request, execute whatever instruments may be required to carry out the intent of this Section.

Section 15.04 AUTHORIZATION TO EXECUTE. In the event Tenant fails to execute any statements or instruments necessary or desirable to effectuate the foregoing provisions of this Article within twenty (20) days after written request so to do by Landlord, unless Tenant responded to Landlord's request for execution within ten days after written request and has diligently pursued such execution, Landlord shall have, in addition to any other rights or remedies under this Lease, the full right, power and authority to execute and deliver in the name of Tenant any such statement or instrument.

ARTICLE 16

TRANSFERS OF TENANT'S INTEREST

Section 16.01 APPLICABILITY OF ARTICLE. Tenant acknowledges that this Lease is intended to and does grant to Tenant only a personal right to exclusively use and occupy the leased premises and operate Tenant's business thereon. Landlord expressly reserves to itself and its successors all other right, title, interest, estate and privilege in and to the leased premises, including but not limited to the full economic value of the leased premises, excepting only that of Tenant's right to use and occupy, and the right to prohibit or control the use and occupancy of the leased premises by any other party. Accordingly, Tenant and any sublessee of Tenant have no right to, and shall not voluntarily or by operation of law, directly or indirectly, assign, transfer, mortgage, sublet, encumber, pledge, hypothecate or otherwise transfer all or any part of its interest in this Lease, in the leased premises, in any sublease or the rentals payable thereunder or in the Security Deposit or permit the leased premises to be occupied or used by anyone other than Tenant or Tenant's officers, employees, visitors or guests (collectively referred to in this Article 16 as a "transfer"), except in each instance according to all the provisions of this Article 16, including without limitation the recapture options of Landlord set forth in Section 16.02.05.

Section 16.02 ASSIGNMENTS. Tenant shall not assign, sell or otherwise convey (collectively referred to herein as an "assignment") this Lease or Tenant's interest in the leased premises, without Landlord's prior written consent. If Tenant shall select or appoint some person or entity other than Tenant to manage and control the business conducted in the leased premises, and the result thereof shall be substantially similar to the result of a sublease or assignment, then such selection or appointment shall be deemed an assignment within the meaning and provisions of this Article.

16.02.01 Conditions to Consent. Landlord agrees to give its consent, which shall not be unreasonably withheld or delayed, to an assignment if and only if all the following conditions are satisfied (Tenant acknowledges that such conditions are reasonable and appropriate to protect Landlord's legitimate interests and reserved rights):

(a) The proposed assignee is at least as creditworthy as Tenant when Tenant entered into this Lease, satisfies Landlord's then-current credit standards for tenants of the Shopping Center, in Landlord's opinion has the financial strength and stability to perform all obligations under this Lease to be performed by Tenant as and when they fall due, and in Landlord's opinion has the requisite experience and ability to operate a successful retail business out of the leased premises of the type and quality and in the manner contemplated by this Lease and at a level of activity sufficient to generate at least the amount of percentage rental Landlord anticipates would be generated by Tenant's business. In order to determine whether a proposed assignee satisfies such criteria, Tenant shall, prior to any such assignment, provide Landlord with such financial information regarding the proposed assignee as Landlord may reasonably request, including but not limited to current, complete and accurate audited or certified financial statements of the proposed assignee, federal and state tax returns of the proposed assignee and current, complete and accurate resumes of all the principals of the proposed assignee.

(b) The proposed assignee will make use of the leased premises which in Landlord's opinion (i) is lawful, (ii) is consistent with the permitted use of the leased premises under this Lease, (iii) is consistent with the general character of business carried on by tenants of a first class Shopping Center, (iv) does not

conflict with any exclusive rights or covenants not to compete in favor of any other tenant or proposed tenant in the Shopping Center, (v) will not increase the likelihood of damage or destruction, (vi) will not increase the rate of wear and tear to the leased premises, (vii) will not likely cause an increase in insurance premiums for insurance policies applicable to the Shopping Center and (viii) will at all times remain a single store (unless Landlord agrees otherwise) and will not require new leasehold improvements incompatible with the Shopping Center's base systems and equipment.

(c) Tenant pays Landlord's reasonable attorneys' fees and costs incurred in connection with negotiation, review and processing of the assignment, plus a processing fee not to exceed \$1,000.00 for each such request, plus any increase in the Security Deposit required by Landlord and permitted by law.

(d) The proposed assignee executes and delivers to Landlord an original counterpart of a recordable, written assumption, in form and substance satisfactory to Landlord, of all the obligations of Tenant under this Lease, but the failure or refusal of the assignee to execute or deliver such instrument shall not release or discharge the assignee from its joint and several liability with Tenant for the payment of rent and performance of all obligations to be performed on Tenant's part under this Lease. An assignee who does not comply with this requirement shall have no interest in the Security Deposit. An assignee who does comply shall automatically succeed to Tenant's interest in the Security Deposit (or the proportionate share thereof applicable to the portion of the leased premises assigned) and Landlord shall have the right to refund the same to the assignee at any time or under any circumstances with no liability to the assignor.

(e) The proposed assignee, its parent, subsidiary, affiliate or principal is not then a tenant in the Shopping Center and has not, within the prior six months, been involved in negotiations with Landlord regarding leasing space in the Shopping Center.

(f) The proposed assignee has demonstrated to the reasonable satisfaction of Landlord that it has good character, moral stability and good reputation in the general business community.

(g) At the time of the proposed assignment Tenant is not in default under this Lease, regardless of whether notice thereof has been given.

(h) The proposed assignee is not a tax-exempt entity as defined in Section 168(l)(2) of the Internal Revenue Code of 1986, as amended.

(i) The assignment will not otherwise have or cause a material adverse impact on Landlord's interests, the Shopping Center or the leased premises.

(j) Tenant pays to Landlord any consideration required to be paid Landlord pursuant to Section 16.04.

(k) The name under which the proposed assignee shall operate, in Landlord's opinion, is at least as recognizable to the public in general as is the trade name of Tenant.

Tenant shall have the burden of demonstrating that each of the foregoing conditions is satisfied.

16.02.02 Assignment Includes Changes of Ownership. For purposes of this Article 16, if Tenant is a corporation which under the then-current guidelines published by the California Commissioner of Corporations is not deemed a public corporation, an assignment includes (i) any change in ownership in single or successive transactions of more than 25% of the stock or other interest in such corporation by reason of sale, gift, death or otherwise, and (ii) any assignment of Tenant's interest in this Lease or the leased premises by merger, consolidation or liquidation. Landlord's consent shall not be required for any assignment by Tenant to any entity controlling, controlled by or under common control with Tenant (an "Affiliate Assignment"), provided the assignee expressly assumes the obligations of Tenant hereunder by execution and delivery to Landlord of the instrument described in Section 16.02.01(d). If Tenant is a partnership, joint venture or unincorporated association, an assignment includes any withdrawal, resignation, removal, replacement or addition of any general partner, joint venturer or member which in single or successive transactions results in a change in the ownership of more than 25% of the voting interest of the partnership, joint venture or association.

16.02.03 Notice of Intent to Assign. If Tenant desires at any time to assign this Lease or the leased premises or any portion thereof or interest therein, except for an Affiliate Assignment, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord (a) the name and address of the proposed assignee, (b) a description of the nature of the proposed assignee's business to be carried on in the leased premises, (c) the terms and provisions of the proposed assignment, (d) the financial information requested by Landlord pursuant to Section 16.02.01(a), and (e) the document(s) and instrument(s) setting forth the assignment, which shall include the assumption set forth in Section 16.02.01(d).

16.02.04 Right to Recapture. At any time within 30 days after Landlord receives from Tenant written notice and request for consent to an assignment together with all the information specified in Section 16.02.03, Landlord may by written notice to Tenant elect to terminate this Lease. If Landlord so elects, Tenant shall have the right to withdraw its notice and request for consent and thereby nullify the termination. Tenant shall comply

with Section 21.02 if Landlord elects to terminate this Lease. If Landlord does not disapprove the proposed assignment in writing and does not exercise its right to terminate within such 30-day period, Tenant may within 90 days after the expiration of such 30-day period enter into a valid assignment of the leased premises, upon the terms and conditions set forth in the information furnished by Tenant to Landlord pursuant to Section 16.02.03; provided that any consideration to be paid to Tenant in connection with such assignment shall be paid to Landlord upon consummation thereof pursuant to Section 16.04. If there are any material changes in the terms or conditions of the assignment, or if any assignment is not consummated within such 90-day period, the assignment shall again be subject to all the provisions of this Article 16, including but not limited to Landlord's consent provided in Section 16.02.01 and Landlord's right to terminate this Lease.

16.02.05 Additional Provisions. Regardless of whether Landlord's consent is required or given, no assignment shall release Tenant of Tenant's obligations to pay all rent owing under this Lease or to perform all other obligations to be performed by Tenant under this Lease. Landlord may accept rent from any person other than Tenant pending approval or disapproval of such assignment. No such acceptance of rent or other performance, and no delay in seeking to evict any occupant of the leased premises other than Tenant, shall constitute consent to any assignment or a waiver of any provision of this Lease, or shall prevent Lessor from exercising its rights and remedies for breach of any of the terms, covenants and conditions of this Article 16. Consent to one assignment shall not be deemed consent to any other or subsequent attempted assignment. In the event of default by any assignee or successor of Tenant in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee or successor. Landlord may consent to subsequent assignments of this Lease or the leased premises or any portion thereof or interest therein, or to any amendments or modifications to this Lease, with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of liability under this Lease.

Section 16.03 SUBLETTING.

16.03.01 Tenant shall have the right at any time and from time to time during the term to sublet all or any part or parts of the leased premises, and to assign, encumber, extend or renew any sublease, provided that Tenant has obtained Landlord's prior written consent thereto, which shall not be unreasonably withheld or delayed, provided that Tenant shall remain primarily obligated to perform Tenant's obligations hereunder and provided that the following provisions are complied with prior to the execution of a sublease by Tenant or the occupation of any portion of the leased premises by such sublessee:

(a) Tenant shall submit in writing to Landlord all of the information about the sublessee and sublease required of an assignee and assignment pursuant to Section 16.02.03 and shall satisfy all of the conditions applicable to assignees and assignments set forth in Section 16.02.01(a), (b), (c), (e), (f), (g), (h), (i) and (k).

(b) The sublease shall require the sublessee to pay the monthly payments directly to Landlord, not to Tenant.

(c) The form and substance of the sublease shall be in a standard form approved in writing by Landlord and shall include a provision, satisfactory to Landlord and to each leasehold mortgagee (hereinafter defined) having an interest at the time the sublease is executed, requiring the sublessee to attorn to Landlord or, in the event of any proceeding to foreclose any leasehold mortgage, to the leasehold mortgagee, or any person designated in a notice from leasehold mortgagee, if Tenant defaults under this Lease and if the subtenant is notified of Tenant's default.

16.03.02 In the event of any proposed sublease, Landlord shall have the same rights to recapture, as to the portion of the leased premises proposed to be sublet, as set forth in Section 16.02.04. In the event of a termination, rent shall be proportionately abated based on the Floor Area of the portion of the leased premises subject to termination.

16.03.03 "Sublet" and "Sublease" shall include a sublease as to which Tenant is sublessor and any sub-sublease or sub-subtenancy, irrespective of the number of tenancies and the tenancy levels between the ultimate occupant and Landlord. Tenant shall require on any sublease which it executes that Tenant receive the profit of all sub-subtenancies, irrespective of the number of levels thereof. To the extent that a sublessee pays Landlord rent or otherwise performs duties of Tenant, in part or in whole, Tenant shall receive credit for such payment of rent and performance of duties, and Tenant's rental obligations and duties under this Lease shall be satisfied and reduced accordingly. Tenant's obligation to pay percentage rental according to Section 2.02 hereof shall also apply to Gross Sales (as defined in Section 2.03) from sublessees. Each sublease shall provide that the sublessee shall maintain records and provide reports adequate to satisfy Tenant's obligations under Article 3.

Section 16.04 RIGHT TO CONSIDERATION AND INCREASED RENT. As a condition to Landlord's consent to any assignment or subletting, Landlord shall be entitled to receive all consideration given, directly or indirectly, by the assignee to Tenant in connection with such assignment, and all rent payable by the sublessee, less normal and usual costs incurred by Tenant in connection with such assignment or subletting. For the purposes of this Section 16.04, the term "rent" shall mean all consideration paid or given, directly or indirectly, for the use of the leased premises; and the term "consideration" shall mean and include money, services, property or any

other thing of value such as payment of costs, cancellation of indebtedness, discounts, rebates and the like. If the consideration includes value paid for the sale of all or any portion of Tenant's business in connection with an assignment, the consideration shall exclude so much as is fairly allocable to the purchase of the business assets other than this Lease and the leased premises, determined in accordance with generally accepted accounting principles. "Normal and usual costs" shall mean a reasonable broker's commission paid by Tenant to a broker independent of Tenant in connection with such assignment or subletting, reasonable legal fees incurred by Tenant in processing such assignment or subletting, out-of-pocket costs incurred by Tenant in advertising for an assignee or sublessee and out-of-pocket costs incurred by Tenant to remodel or renovate the area subject to such assignment or subletting. "Normal and usual costs" exclude the amounts owing under Section 16.02.01(c). Tenant's normal and usual costs shall be deducted only from the excess, if any, of the consideration or rent payable by the assignee or sublessee over the rent stipulated in this Lease, and only as and when such excess consideration or rent is paid by the assignee or sublessee and such costs are paid by Tenant. Any rent or other consideration which is to be passed through to Landlord by Tenant pursuant to this Section 16.04 shall be paid to Landlord promptly upon receipt by Tenant and shall be paid in cash, irrespective of the form in which received by Tenant from any assignee or sublessee. In the event any rent or other consideration received by Tenant from an assignee or sublessee is in a form other than cash, Tenant shall pay to Landlord in cash the fair value of such rent or other consideration.

Section 16.05 ENCUMBRANCE OF TENANT'S INTEREST. Tenant shall have no right, without Landlord's prior written consent, to mortgage or hypothecate all or any portion(s) of Tenant's leasehold estate created under this Lease.

Section 16.06 NON-COMPLYING TRANSFERS VOID. Any attempted transfer which is not in compliance with this Article 16 shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease.

Section 16.07 LENDER CONSENTS. Any transfer for which consent is required of any party having a mortgage, deed of trust or other encumbrance on, or of any lessor under any ground or underlying lease of, all or any part of the Shopping Center shall not be effective unless and until such consent is given.

ARTICLE 17

TRADE NAME; PROMOTIONAL CHARGE; MERCHANTS' ASSOCIATION

Section 17.01 TRADE NAME. Tenant agrees (a) to operate its business in the leased premises under the name specifically set forth in item (11) of the Data Sheet so long as the same shall not be held to be in violation of any applicable law, (b) except as otherwise permitted hereunder, in accordance with the permitted use, not to change the advertised name or character of the business operated in the leased premises without the prior written approval of Landlord, (c) to refer to the Shopping Center as the "Compton Renaissance Plaza", in designating the location of the leased premises in all newspaper and other advertising and in all other references to the location of the leased premises, and (d) to advertise that the Tenant is opening for business in the Shopping Center. Tenant agrees that the name "Compton Renaissance Plaza" or any other name used for the Shopping Center shall be the exclusive property of Landlord, and in no event shall Tenant acquire any rights in or to such name. From and after the end of the term of this Lease for any reason whatever, Tenant shall cease using the name "Compton Renaissance Plaza" or any other name of the Shopping Center for any purpose.

Section 17.02 PROMOTIONAL CHARGE. Landlord may at any time and from time to time, but is not obligated to, provide or cause to be provided a program of advertising or promotional events which, in Landlord's sole judgment, will serve to promote the Shopping Center. In the event Landlord elects to provide such a program, Tenant agrees to pay Landlord as Tenant's share of the cost thereof an annual promotional charge (payable in advance monthly installments as provided in Section 17.04 below) which shall equal the amount of the initial annual promotional charge shown in item (12) of the Data Sheet. During each year that Landlord provides such a program, Landlord shall be compensated out of promotional charges collected from tenants, for promotional services provided, in an amount equal to fifteen percent (15%) of the promotional charges collected, on a non-cumulative basis. Landlord shall not be obligated to expend more than is actually collected from tenants, less such compensation. Any promotional services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel and to establish a budget.

Section 17.03 MERCHANTS' ASSOCIATION. Landlord reserves the right at any time to cease providing promotional services and to cause a Merchants' Association to be formed. Upon the formation of the Merchants' Association, Landlord will turn over any funds in its possession collected from Tenants as promotional charges, not spent or required to discharge indebtedness, and less Landlord's compensation due under Section 17.02. Thereupon, Landlord shall be relieved of any and all liability to Tenant in connection with such advertising and promotional services. Upon formation of the Merchants' Association, Tenant shall become a member thereof and will maintain membership in good standing and will abide by the regulations and cooperate in the activities of such Merchants' Association throughout the term of this Lease and any extensions or renewals thereof. The purpose of the Merchants' Association shall be to encourage its members to deal fairly and courteously with their customers, to follow ethical business practices, and to assist the business of its members by sales promotions and centerwide advertising. If Landlord shall elect to provide promotional services and personnel to formulate and effect an advertising, promotional and public relations program for the Shopping Center, Landlord shall be reimbursed by the Merchants' Association for Landlord's cost of providing such promotional services and personnel, in an amount not

to exceed fifteen percent (15%) of the annual dues payable to the Merchants' Association. Any promotional services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge such personnel. The provisions of this Section 17.03 shall be deemed to be covenants for the benefits of Landlord and the Merchants' Association as and when formed, and may be enforced by each of them. Tenant's obligation for payment of dues to the Merchants' Association shall be the same sum per month as Tenant was obligated to pay for promotional service prior to the formation of the Merchants' Association.

Section 17.04 PAYMENT PROVISIONS. All payments, charges, dues and assessments payable under this Article 17 shall be due in equal monthly installments on the first day of each month and shall be paid without deduction or offset. Failure by Tenant to pay all such sums when due shall carry with it the same consequences under Article 18 hereof as Tenant's failure to pay rent.

ARTICLE 18

DEFAULT

Section 18.01 RIGHTS UPON DEFAULT. Notwithstanding any provision herein to the contrary and regardless of whether all or any rights conferred upon Landlord by this Article 18 are expressly or by implication conferred upon Landlord elsewhere in this Lease, in the event (a) Tenant fails to pay any rental or installments thereof, or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform), following notice to Tenant and opportunity to cure, as provided hereunder, for ten (10) days following receipt of notice of non-payment, (b) Tenant fails to deliver to Landlord any insurance policy or certificate, any estoppel statement or any instrument of subordination within the time required under this Lease, and such failure continues for more than ten (10) days after written notice from Landlord to Tenant of such default, (c) Tenant fails to move into the leased premises and to open for business by the Outside Commencement Date (plus the period of any force majeure delay, or any delay Landlord causes), (d) subject to the other provisions of this Lease, Tenant fails continuously to operate in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the purpose specified in item (9) of the Data Sheet, and fails to correct the same within twenty-four hours following notification by Landlord, or Tenant shall abandon the leased premises, or permit this Lease to be taken under any writ of execution or similar writ or order, or (e) Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within thirty days and Tenant shall have commenced to cure said default within said thirty days and cures the same with all reasonable dispatch), then Landlord, besides other rights or remedies it may have under this Lease or at law, shall have the right, but not the obligation, to (i) immediately terminate this Lease and Tenant's right to possession of the leased premises by giving Tenant written notice that this Lease is terminated, in which event, upon such termination, Landlord shall have the right to recover from Tenant the sum of (A) the worth at the time of award of the unpaid rental which had been earned at the time of termination, (B) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant affirmatively proves could have been reasonably avoided, (C) the worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant affirmatively proves could be reasonably avoided, (D) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom and (E) all such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law; (ii) have this Lease continue in effect for so long as Landlord does not terminate this Lease and Tenant's right to possession of the leased premises, in which event Landlord shall have the right to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and other charges payable by Tenant under this Lease as they become due under this Lease, and Tenant shall have the right to sublet the leased premises or (at Landlord's option) assign Tenant's interest in this Lease for the use permitted hereby to a party determined by Landlord to be of good moral character and sound financial responsibility; (iii), without terminating this Lease and without further notice or demand, pay or discharge any breach or violation hereof, in which event Tenant shall reimburse Landlord for all cost and expense of Landlord thereby incurred, together with interest thereon at the maximum rate permitted by law, within ten days after Tenant receives from Landlord a written demand therefor, and Tenant's obligation to reimburse such cost and expense shall be and constitute additional rent under this Lease; or (iv) without terminating this Lease, make such demolitions, alterations and repairs as may be necessary in order to relet the leased premises, and relet the leased premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than rental due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney's fees and costs of such demolitions, alterations and repairs; third, to the payment of rental and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rental and other charges payable by Tenant hereunder as the same may become due and payable hereunder. If such rental and other sums received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and sums shall be more, Tenant shall have no right to the excess. Such deficiency shall be calculated and paid monthly. No re-entry or taking possession of the leased premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of

competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. In the event of re-entry by Landlord, Landlord may immediately remove all persons and demolish and/or remove all property from the leased premises and such property may be stored and disposed of as provided in Section 6.03. At any time that Tenant has either failed to pay rental or other charges within ten days after the same shall be due or shall have delivered checks to Landlord for payments pursuant to this Lease which shall have on at least three occasions during the terms of this Lease (whether consecutive or not or whether involving the same check or different checks) been returned by Landlord's bank for any reason, then thereafter Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds. For the purpose of subsections 18.01(i)(A) and (B), "worth at the time of award" shall be computed by allowing interest at the maximum rate then permitted by law, which is currently five percent (5%) over and above the federal discount rate (see Section 25.13.01 below). For purposes of subsection 18.01(i)(C), "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%. As used in subsections 18.01(i)(A), (B) and (C), "time of award" means the time of entry of judgment or similar point of determination if the matter is determined by other than a court. For purposes of this Section 18.01, the rental reserved in this Lease shall be deemed to be (1) a monthly rental arrived at by adding to the monthly fixed minimum rental under this Lease an amount equal to the monthly average of all the percentage rental based on Gross Sales received by or payable to Landlord hereunder during the immediately preceding 24-month period that Tenant was conducting Tenant's business in the leased premises in the manner and to the extent in this Lease required of Tenant, or if Tenant has operated in such manner for less than 24 months, then on the basis of such shorter period, plus (2) 1/12th of the annual average of any other payments (such as Tenant's share of common area expense) paid or payable by Tenant hereunder.

Section 18.02 LEGAL EXPENSES. In the event that Landlord should retain counsel and/or institute any suit against Tenant for violation of or to enforce any of the covenants or conditions of this Lease, or should Tenant institute any suit against Landlord for violation of any of the covenants or conditions of this Lease, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party, to enforce or protect its interest or rights hereunder, the prevailing party, whether Landlord or Tenant, shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith.

Section 18.03 RIGHT TO SUBLEASES. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the leased premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. If Landlord elects to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

Section 18.04 WAIVER. To the maximum extent permitted by law, Tenant waives any legal or equitable right to relief from forfeiture of this Lease following default (and, to the extent applicable, the giving of notice and expiration of any grace period without such default being remedied).

ARTICLE 19

BANKRUPTCY OR INSOLVENCY

Section 19.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the Federal Bankruptcy Code.

Section 19.02 TERMINATION. In the event (a) the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, (b) Tenant's Guarantor, if any, or its executors, administrators, or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State Act or the Federal Bankruptcy Code, (c) Tenant is adjudicated insolvent by a Court of competent jurisdiction other than the United States Bankruptcy Court, (d) a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or (e) any assignment shall be made of all or substantially all of the assets of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in such event, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the leased premises but shall remain liable as herein provided.

Section 19.03 TENANT'S OBLIGATION TO AVOID CREDITORS' PROCEEDINGS. Tenant or Tenant's Guarantor, if any, shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under insolvency law except under the Federal Bankruptcy Code or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, or of the assets of either of them, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within 30 days after such allowance or appointment. Any act

described in this Section 19.03 shall be deemed a material breach of Tenant's obligations hereunder, and this Lease shall thereupon automatically terminate. In addition, Landlord reserves any and all other remedies provided in this Lease or by law.

Section 19.04 RIGHTS AND OBLIGATIONS UNDER THE FEDERAL BANKRUPTCY CODE

19.04.01 Upon the filing of a petition by or against Tenant under the Federal Bankruptcy Code, Tenant, as a debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (a) to perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of operations as provided in Section 7.02 of this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (b) to pay monthly in advance on the first day of each month as reasonable compensation for use or occupancy of the leased premises an amount equal to all fixed minimum rental and other charges due pursuant to this Lease and to pay percentage rental for each Percentage Rent Period on all sales during such Period, payment of all such percentage rental to be made by the tenth of the month following the applicable Percentage Rent Period; (c) to reject or assume this Lease within 60 days of the filing of such petition under Chapter 7 of the Federal Bankruptcy Code or within 120 days (or such shorter term as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter; (d) to give Landlord at least 45 days prior written notice of any proceeding relating to any assumption of this Lease; (e) to give at least 30 days prior written notice of any abandonment of the leased premises, any such abandonment to be deemed a rejection of this Lease; (f) to do all other things of benefit to Landlord otherwise required under the Federal Bankruptcy Code; (g) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; (h) to have consented to the entry of an order by appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

19.04.02 No default of this Lease by Tenant, either before or after the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

19.04.03 It is understood and agreed that this is a Lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Federal Bankruptcy Code.

19.04.04 Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (a) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than 30 days of assumption and/or assignment; (b) the deposit of an additional sum equal to three months' rental to be held as security pursuant to the terms of this Lease; (c) the use of the leased premises as set forth in item (9) of the Data Sheet and the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale are unchanged; (d) the reorganized debtor or assignee of such debtor in possession or of Tenant's trustee demonstrates in writing that it has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability to operate a retail establishment out of the leased premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (e) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (f) the leased premises, at all times, remain a single store and no physical changes of any kind may be made to the leased premises unless in compliance with the applicable provisions of this Lease.

ARTICLE 20

RIGHTS OF LANDLORD

Section 20.01 RIGHT OF ENTRY. Landlord and Landlord's agents shall have the right to enter the leased premises upon two (2) day's prior notice to Tenant, to examine the same and to show them to prospective purchasers or mortgagees. Landlord and Landlord's agents shall have the further right (upon two days' prior notice, except that notice will not be required if not practicable due to an emergency) to enter the leased premises to make such repairs, alterations, improvements or additions as the Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the leased premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rental and other charges reserved shall in no manner or degree abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six months prior to the expiration of the term of this Lease, Landlord may exhibit the leased premises to prospective tenants and place "for rent" signs in or at the front of the leased premises. In the event Tenant shall not be operating its business in the leased premises for three consecutive business days or more, unless excused from doing so pursuant to a provision of this Lease, Landlord shall have the right to construct a temporary storefront barricade in front of the leased premises at Tenant's expense, without abatement of rental, which shall not be removed without Landlord's express written consent. In the event of any life- or property-threatening emergency, Landlord shall have the right to immediately enter the leased premises without prior notice, and with breaking of locks if necessary, in order to address the emergency situation. No entry of the leased premises by Landlord pursuant to this Section shall constitute an eviction, permit Tenant to terminate this Lease or create any liability on the part of Landlord.

Section 20.02 ADDITIONAL RIGHTS OF LANDLORD. Landlord further reserves to itself and shall at any and all times have the right:

(a) To change the street address of the leased premises and/or the name or street address of the Shopping Center, upon reasonable notice to Tenant.

(b) To grant to anyone the exclusive right to conduct any business or render any service in the Shopping Center, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted by this Lease and does not conflict with exclusive use, if any, granted Tenant in any Rider to this Lease;

(c) To effect such other tenancies in the Shopping Center as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Shopping Center, subject to exclusive use, if any, granted Tenant in any Rider to this Lease. Tenant does not rely on the fact nor does Landlord expressly or impliedly represent or warrant that any specific tenant or number of tenants shall during the term of this Lease occupy any space in the Shopping Center or any property or building in the surrounding area, regardless of whether Landlord owns, controls or has an interest therein, or that Tenant will be free from competition from other tenants operating similar businesses in the Shopping Center or in any such property or building in the surrounding area (unless otherwise expressly set forth in any Rider to this Lease). Landlord has no obligation to Tenant to obtain, maintain, preserve or continue, or to prohibit or avoid (unless otherwise expressly set forth in any Rider to this Lease), tenancies of any kind in any other space in the Shopping Center or in any such property or building in the surrounding area; and

(d) To utilize portions of common areas for carnival-type shows, rides, entertainment, outdoor shows, displays, automobile and other product shows, the leasing of kiosks, or such other uses which in Landlord's judgment tend to attract the public, and to utilize the lighting standards and other areas in the parking facilities for advertising purposes.

~~Section 20.03 SECURITY AGREEMENT. Tenant hereby creates and grants to Landlord a security interest in all goods, wares, equipment, trade fixtures, furniture, furnishings and other personal property of Tenant at any time located upon the leased premises, and all proceeds therefrom, except for stock in trade and confidential records and files (the "Collateral"), to secure the payment of all sums owing from Tenant to Landlord under this Lease and all damage or loss suffered by reason of Tenant's breach of any obligation, covenant, condition or agreement of Tenant under this Lease. Tenant shall not remove or permit to be removed from the leased premises any Collateral without Landlord's written consent during any time that any default by Tenant remains uncured. In the event of default by Tenant under this Lease, Landlord shall have and may exercise any and all rights and remedies available to a secured party under the California Commercial Code with respect to all parts of the Collateral governed by the California Commercial Code, including the power to effect a sale of any of the Collateral and to apply the proceeds thereof in the manner provided by law. Any legal requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least ten days before the time of any sale of the Collateral. Tenant, upon Landlord's request, shall make, execute, acknowledge and deliver to Landlord any financing statements and other instruments Landlord deems necessary to perfect the security interest hereby created and granted; and in furtherance thereof Tenant hereby grants Landlord a power of attorney, coupled with an interest, with full power and authority to make, execute, acknowledge, deliver and file in the name and on behalf of Tenant any such financing statements and/or other instruments. The rights and remedies provided in this Section 20.03 are cumulative of and in addition to any other rights and remedies available to Landlord under this Lease, at law or in equity. Landlord's security interest hereunder at all times shall be subordinate to any security interest Tenant has granted or hereafter grants for the purpose of financing its purchase and/or installation of the Collateral.~~

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Section 20.04 NO WARRANTIES OR REPRESENTATIONS BY LANDLORD. Tenant acknowledges that no representations, warranties or inducements, express or implied, have been made by Landlord or its partners, agents, employees or representatives except as expressly set forth in this Lease. None of the provisions of this Lease shall be construed as a warranty or representation made by Landlord unless specifically stated to be a warranty or representation. Without limitation, Tenant acknowledges that neither Landlord nor its partners, agents, employees or representatives have made any oral or written agreements, warranties, or representations:

(a) As to whether the use permitted under this Lease is a use that is permitted under existing laws, zoning ordinances, regulations, and the like;

(b) as to whether the City of Compton or other applicable governmental authorities will approve, or issue necessary permits for, construction of Tenant's improvements in the leased premises;

(c) that the width, alignment or use of streets and transit facilities adjacent to the Shopping Center, or access to or from the Shopping Center, will not change;

(d) that the leased premises and the Shopping Center are fit for the conduct by Tenant of its business at the leased premises; or

(e) that Tenant shall have the exclusive right to conduct a particular business or the exclusive right to sell any particular merchandise at the Shopping Center (unless otherwise expressly set forth in any Rider to this Lease).

ARTICLE 21

SURRENDER OF PREMISES; REMOVAL OF PROPERTY

Section 21.01 NO SURRENDER. No act or thing done by Landlord or any agent or employee of Landlord during the term hereof shall be deemed to constitute an acceptance by Landlord of a surrender of the leased premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the leased premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the leased premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord. Notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the leased premises.

Section 21.02 TENANT'S REMOVAL OF PERSONAL PROPERTY. Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease except termination pursuant to Sections 13.01, 14.01 or 14.02, Tenant shall, subject to the provisions of this Article 21, quit and surrender possession of the leased premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the leased premises all debris and rubbish, and such items of property as Tenant is required to remove under Section 6.04.

ARTICLE 22

HOLDING OVER

Section 22.01 HOLDING OVER. Any holding over after expiration or earlier termination of the term hereof with the consent of the Landlord shall be construed to be a tenancy from month to month at 1/12th of an amount equal to one and one-half the rental required to be paid by Tenant for the last full lease year of the lease term, together with an amount estimated by Landlord for the monthly additional charges payable pursuant to this Lease, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without Landlord's consent shall entitle Landlord to reenter the leased premises as provided in Section 18.01 of this Lease. No acceptance of rent by Landlord after expiration of the term at less than the amount specified above shall constitute consent to holdover or acceptance of renewal, but shall only constitute rent for a tenancy at sufferance, which shall be in addition to any damages Landlord suffers due to Tenant's holdover. Tenant shall protect, defend, indemnify and hold harmless Landlord from and against all claims, causes of action, damages, losses, costs, liabilities and expenses, including but not limited to foreseeable and unforeseeable consequential damages, resulting from any holding over without Landlord's consent.

ARTICLE 23

RULES AND REGULATIONS

Section 23.01 RULES AND REGULATIONS. Tenant agrees to comply with and observe all reasonable rules and regulations governing use and operation of the Shopping Center established by Landlord from time to time and communicated to Tenant, provided the same shall apply uniformly to all tenants of the Shopping Center, including but not limited to the rules and regulations attached to this Lease as Exhibit D. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations were contained herein as covenants. In the case of any conflict between said rules and regulations and this Lease, this Lease shall be controlling. Landlord shall have no liability to Tenant for the failure of any other tenant in the Shopping Center to observe the rules and regulations or any provisions in such other tenant's lease, or Landlord's failure to enforce such rules, regulations or provisions.

ARTICLE 24

QUIET ENJOYMENT

Section 24.01 LANDLORD'S COVENANT. Upon payment by Tenant of all rentals herein provided and all other charges payable by Tenant under this Lease, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, however to the terms and conditions of this Lease and any mortgage, deed of trust and/or other recorded instrument of any kind to which this Lease is or becomes subordinate.

ARTICLE 25

MISCELLANEOUS

Section 25.01 TRAFFIC AND ENERGY MANAGEMENT. Tenant agrees to cooperate and use its reasonable efforts to participate in traffic management programs, plans or ordinances applicable to the Shopping Center or planning areas in which the Shopping Center is located (collectively "Program"), and shall encourage, and support van pooling, car pooling, ridesharing, and other transportation mitigation measures to the fullest extent permitted by the requirements of Tenant's business or required by the Program. If any Program imposes conditions to issuance of a building permit for any improvements to the leased premises, Tenant shall be deemed the applicant for such permit for all purposes of the Program, and shall satisfy such conditions and pay all fees imposed by the Program, even though the permit may be applied for or issued in Landlord's name. Neither this Section 25.01 nor any other provision in this Lease is intended to or shall create any rights or benefits in any other person, firm, company, governmental entity or the public. Landlord and Tenant agree to cooperate and use their reasonable efforts to comply with any and all guidelines or controls imposed upon either Landlord or Tenant by federal or state governmental organizations or by any energy conservation association to which Landlord is a party concerning energy management.

Section 25.02 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar or different act by Tenant. No breach by Tenant of a covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. No act or delay or omission done, suffered or permitted by Landlord or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of Landlord hereunder. The acceptance of rent by Landlord shall not waive any preceding breach by Tenant of any term, covenant or condition of this Lease, other than Tenant's failure to pay the particular rent or part thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent, and shall not continue, extend or affect (a) the service of any notice, any suit or final judgment for possession of the leased premises, (b) the term of this Lease or (c) any other notice or demand. No custom or practice between the parties in the administration of the terms of this Lease shall be construed to waive or lessen the right of Landlord to insist upon performance by Tenant in strict compliance with the terms hereof. The rights and remedies of Landlord under this Lease or under any specific Article, Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere under this Lease or at law or equity, whether or not such Article, Section, subsection or clause expressly so states.

Section 25.03 ENTIRE AGREEMENT. All Exhibits and Riders, if any, attached hereto form a part of this Lease and shall be given full force and effect, as fully as if set forth at length herein. This Lease and said Exhibits and Riders, if any, so attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 25.04 RELATIONSHIP OF PARTIES. Nothing contained herein, either in the method of computing rent or otherwise, shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, association or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rental, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

Section 25.05 SUCCESSORS AND ASSIGNS. Except as otherwise provided in Article 16, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 25.06 DELAYS. In the event either party hereto shall be delayed in the performance of its initial construction obligations or maintenance and/or repair obligations by reason of strikes, lockouts, labor troubles, inability to procure materials, lack of power, restrictive governmental requirements, delays by governmental authorities in reviewing or approving applications or plans, earthquake, flood, unusually severe weather or reasons of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 25.06 shall not operate to excuse Tenant from prompt payment of fixed minimum annual rental, percentage rental or any other payments required under this Lease, except with respect to the commencement of the rental obligation.

Section 25.07 NOTICES. Any notice, demand, request, report or other communication which may be or is required to be given under this Lease shall be in writing and shall not be effective for any purpose unless served (a) personally, (b) by independent, reputable, overnight commercial courier, (c) by facsimile transmission (i) where the transmitting party includes a cover sheet identifying the name, location and identity of the transmitting party, the phone number of the transmitting device, the date and time of transmission and the number of pages

transmitted (including the cover page), (ii) where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and (iii) where the facsimile transmission is immediately followed by service of the original of the subject item in the manner provided in subsection (a), (b) or (d) hereof, or (d) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as specified for each party in item (13) of the Data Sheet. Landlord or Tenant may, from time to time, by notice in writing served upon the other as aforesaid, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, demands, requests, reports and communications are thereafter to be addressed. Any notice, demand, request, report or other communication served personally shall be deemed delivered upon receipt, if served by mail or independent courier shall be deemed delivered on the date of receipt as shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the U.S. Postal Service or independent courier, and if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile (provided the original is thereafter delivered as aforesaid).

Section 25.08 BROKER'S COMMISSION. The parties acknowledge that the broker(s) listed in item (14) of the Data Sheet is/are the only broker(s) who negotiated this Lease. Landlord shall be solely responsible for payment of brokerage commissions to such named brokers. Tenant and Landlord represent and warrant to each other that, except with respect to such named brokers, there are and shall be no claims for brokerage commissions or finder's fees in connection with this Lease, and Tenant and Landlord agree to indemnify each other and hold it harmless from all liabilities arising from any such claim including without limitation, the cost of attorney's fees in connection therewith. Such agreement shall survive the termination of this Lease.

Section 25.09 RECORDING. Tenant shall not record this Lease without the prior written consent of Landlord. Landlord may, however, record this Lease or a written memorandum hereof, and Tenant hereby consents to such recordation and shall execute a written memorandum of this Lease if Landlord so requests.

Section 25.10 FURNISHING OF FINANCIAL STATEMENTS. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time in connection with the sale or refinancing of the Shopping Center, financial statements reflecting Tenant's and Guarantor's current financial condition, and written evidence of ownership of controlling stock, membership, partnership, or other interest if Tenant or Guarantor is a corporation, limited liability company or general or limited partnership.

Section 25.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the leased premises, including a so-called sale-leaseback or an exchange, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing, and any act or omission of any party occurring, from and after the date of such transfer, provided that (a) the interest of the transferor, and all of transferor's obligations shall be assumed by the transferee, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee, and (b) notice of such sale, transfer or lease shall be delivered to Tenant as required by law. No holder of a mortgage to which this Lease is or may be subordinate, and no lessor under a so-called sale-leaseback, shall be responsible in connection with the Security Deposit, unless such mortgagee or holder of such deed or trust or lessor shall have actually received the Security Deposit.

Section 25.12 FLOOR AREA.

25.12.01 "Floor Area" as used in this Lease means, with respect to any leasable area in the Shopping Center, the aggregate number of square feet of floor space of all floor levels therein, measured from (a) the outside faces of all perimeter walls thereof other than any party wall separating such premises from other leasable premises, (b) the center lines of any such party wall, and (c) the building and/or leaseline adjacent to any entrance to such premises.

25.12.02 For the purposes of this Lease, in determining the gross leasable Floor Area of the Shopping Center, there shall be excluded therefrom the Floor Area of any premises leased for the operation of a U.S. Government Post Office facility or other governmental facility, and the total Floor Area utilized by Landlord for the operation of a child care center, community room, library, project offices, and related rooms, parking facilities, common areas and project areas which shall be deemed amenities to the Shopping Center. No deduction or exclusion from Floor Area in the leased premises shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts, or other interior construction or equipment.

Section 25.13 INTEREST AND LATE CHARGE ON PAST DUE OBLIGATIONS.

25.13.01 Any amount due from Tenant to Landlord hereunder which is not paid within seven (7) days after the date when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the rate of ten percent (10%) per annum, from the date due until paid, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

25.13.02 In the event Tenant is late in paying any installment of rent due under this Lease and has failed, within seven days after receiving written notice from Landlord that an installment is delinquent, to cure such delinquency, Tenant shall pay Landlord with such delinquent installment a late charge equal to five percent (5%) of

the delinquent installment, provided that in no event shall the amount of such late charge exceed \$1,000.00; provided, however, in the event Tenant is late in paying installments of rent more than once during any twelve-month period, such late charge will become payable if Tenant is more than seven days late in payment, and Tenant will not be entitled to notice and an opportunity to cure such delinquency. The parties agree that the amount of such late charge represents a good faith, reasonable estimate of the additional cost and expense that would be incurred by Landlord in accounting for and processing each delinquent payment of rent by Tenant and that such late charge shall be paid to Landlord as liquidated damages for such processing costs pursuant to California Civil Code Section 1671. The parties further agree that the payment of late charges and the payment of interest provided for in Section 25.13.01 above are distinct and separate from one another in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of a late charge is to compensate Landlord for the additional administrative and accounting expenses incurred by Landlord in handling and processing delinquent payments.

25.13.03 Interest and late charges provided in this Article 25 shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as limiting Landlord's remedies in any manner. Provision for interest and late charges is not intended to provide Tenant with any grace period for paying rent and shall not be construed as extending or rendering inessential the time for payment.

Section 25.14 LIABILITY OF PARTIES.

25.14.01 If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center, subject, however, to the rights of Landlord's mortgagees. Neither Landlord nor any of the partners comprising the partnership which is Landlord herein shall be personally liable for any deficiency; and Tenant shall not have or seek recourse against any other assets of Landlord or the personal assets of any such partner.

25.14.02 If more than one person or entity is named as Tenant under this Lease, each such person or entity shall be jointly and severally liable for all covenants, obligations and responsibilities of the Tenant hereunder.

Section 25.15 ACCORD AND SATISFACTION. Payment by Tenant or receipt by Landlord of a lesser amount than the rental or other charges herein stipulated shall be deemed to be on account of the earliest due stipulated rental or other charges, and no endorsements or statement on any check or any letter accompanying any check or payment as rental or other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or to pursue any other remedy provided in this Lease or by law.

Section 25.16 EXECUTION OF LEASE; NO OPTION. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest of Tenant in, the leased premises or any other premises situated in the Shopping Center. Execution of this Lease by Tenant and return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed this Lease and delivered it to Tenant.

Section 25.17 GOVERNING LAW. This Lease shall be governed by and construed in accordance with laws of the State of California. Venue for any proceedings between the parties relating to this Lease shall lie in Los Angeles County.

Section 25.18 CERTAIN RULES OF CONSTRUCTION.

25.18.01 Time is of the essence of this Lease. Each party waives any right at law or in equity to tender performance beyond the applicable time period, or to require the other party to accept such performance, even though substantial but not complete performance may have occurred within the applicable time period.

25.18.02 Notwithstanding the fact that certain references elsewhere in this Lease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Lease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant to this Lease shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material.

25.18.03 Tenant shall be fully responsible and liable for the observance and compliance by concessionaires of and with all the terms and conditions of this Lease, which terms and conditions shall be applicable to concessionaires as fully as if they were the Tenant hereunder, and failure by a concessionaire fully to observe and comply with the terms and conditions of this Lease shall constitute a default hereunder by Tenant. Nothing contained in the preceding sentence shall constitute a consent by Landlord to any concession, subletting or other arrangement proscribed by Section 16.01.

25.18.04 The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Lease with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Lease, this Lease shall not be interpreted or construed against the party preparing it. If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

25.18.05 The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease. Whenever herein the singular number is used the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

Section 25.19 HAZARDOUS MATERIALS.

25.19.01 Tenant represents and warrants to Landlord that neither Tenant nor its agents, servants, employees, contractors or anyone else acting on its behalf will store, dispose, produce, use, release, discharge, transport or manufacture any toxic or hazardous waste or materials as defined or regulated by federal, state, regional or local laws, ordinances, rules and regulations in, on or about the leased premises or any portion of the Shopping Center; except that Tenant may store and use minimal quantities of hazardous materials normally used in the conduct of Tenant's business if done so in strict compliance with all applicable federal, state, regional and local laws, ordinances, rules and regulations. Tenant shall promptly comply with the requirements of Section 25359.7(b) of the California Health and Safety Code and/or any successor or similar statute to provide Landlord with written notice that any hazardous material has or will come to be located on or beneath the leased premises or the building in which the leased premises are located, if Tenant discovers or has reasonable cause to believe of the presence or release of such materials. In the event Tenant or any of its agents, servants, employees, contractors or anyone else acting on its behalf violates the foregoing provisions, Tenant shall indemnify, protect, defend and hold harmless Landlord and its agents, employees, partners, contractors, guests and invitees from any damage, claim, injury, cost or liability arising therefrom or related thereto, including all foreseeable and unforeseeable consequential damages, costs of cleanup, attorneys' fees and court costs. The cleanup and disposal of such waste or materials shall be performed by Tenant at Tenant's sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances. The foregoing notwithstanding, Landlord in Landlord's sole and absolute discretion may elect, by written notice to Tenant, to perform the cleanup and disposal of such waste or materials from the leased premises and/or Shopping Center. In such event, Tenant shall pay to Landlord the actual cost of same within ten days after receipt from Landlord of Landlord's written invoice therefor.

25.19.02 At any time that Landlord, in Landlord's sole reasonable discretion, has reason to believe that an adverse environmental condition may be present on the leased premises and/or the Shopping Center, Landlord may conduct an environmental assessment of the leased premises and/or the Shopping Center. If an adverse environmental condition is found on or about the Shopping Center and/or the leased premises and is attributable to the acts or omissions of Tenant and/or any of its agents, servants, employees, contractors or anyone else acting on its behalf, and/or to events occurring with the leased premises during the term, Tenant shall immediately reimburse Landlord for Landlord's expenses in conducting the environmental assessment, in addition to Tenant's indemnification obligations with respect to the environmental condition as described in Section 25.19.01.

Section 25.20 LENDER AMENDMENT. Tenant hereby consents to amendment of this Lease as and to the extent required by any lender which makes a loan to Landlord secured in whole or in part by the Shopping Center or by any ground or underlying lessor of the Shopping Center; provided that no such amendment shall increase the rent payable or other obligations of Tenant hereunder, impair Tenant's use of the leased premises, or otherwise adversely affect Tenant's rights or remedies under this Lease.

Section 25.21 QUITCLAIM. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within five days after written demand from Landlord to Tenant, any quitclaim deed or other document as may be reasonably requested by Landlord or any reputable title insurance company to remove this Lease as a matter affecting title to the leased premises. This covenant shall survive the expiration of this Lease by lapse of time or otherwise.

Section 25.22 RECORDED COVENANTS AND RESTRICTIONS. Tenant agrees that it will conform to and not violate, and will cause all its subtenants, concessionaires and occupants of the leased premises to conform to and not violate, the terms and conditions of all covenants, agreements, conditions and restrictions recorded against the Shopping Center, including but not limited to any Disposition and Development Agreement entered into by Landlord with the redevelopment agency of the City of Compton. Among other things, Tenant covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that this Lease is made and accepted upon and subject to the following conditions:

25.22.01 There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use or enjoyment of the leased premises nor shall Tenant, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, sublessees, subtenants or vendees in the leased premises.

25.22.02 Tenant shall use best efforts, to the extent practicable and reasonable, to fill jobs Tenant creates at the leased premises with residents from the City of Compton.

Section 25.23 COUNTERPART EXECUTION. This Lease may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 25.24 AUTHORITY. Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that the execution and delivery of this Lease on behalf of the party for whom such person is executing is duly authorized and that this Lease is binding upon such party in accordance with its terms. If Tenant is a corporation, Tenant shall, within ten days after execution of this Lease, deliver to Landlord a copy of a resolution of the Board of Directors of Tenant authorizing or ratifying the execution of this Lease, certified by the appropriate officer of Tenant to be true and complete, duly adopted and unrevoked.

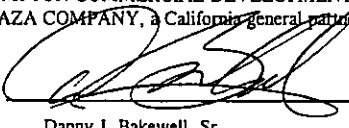
Section 25.25 GUARANTY. Concurrently with the execution and delivery of this Lease, Tenant will cause Guarantor to execute and deliver a guaranty in the form attached hereto as Exhibit E.

Section 25.26 RIDER TO LEASE. The Rider to Lease consisting of ten (10) pages and the Option to Extend Rider consisting of one (1) page attached hereto are incorporated herein by this reference.

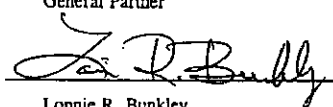
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD

COMPTON COMMERCIAL DEVELOPMENT RENAISSANCE
PLAZA COMPANY, a California general partnership

By: 

Danny J. Bakewell, Sr.
General Partner

By: 

Lonnie R. Bunkley
General Partner

TENANT

LARGE APPAREL OF CALIFORNIA, INC.,
a California corporation

By: 

Name: JOSEPH J. SITT, President

Title: _____

By: 

Name: JEFFREY A. KLEIN
Assistant Secretary

Title: _____

LANDLORD'S WORK

BASIC BUILDING (BUILDING SHELL)

Shall include the following items in accordance with building code.

1. Concrete floor slabs on grade (steel trowel finish).
2. Masonry exterior walls.
3. Exterior doors and store front glazing.
4. Exterior stucco finish on masonry and on steel frame and metal latch stuccoed canopies and facades.
5. Steel columns.
6. Glulam beams.
7. Panelized roof systems and roof with roofing and flashings for a complete water tight building.
8. Mechanical, plumbing and electrical work shall provide general capacity for all utilities.
9. Electrical services and rough-ins for power to each store building panel including meters at building.
10. Water service, water meters at building and rough-in to toilet room locations.
11. Sewer lines shall extend and be connected to city sewer.
12. Fire sprinkler shall be considered as part of the building shell.
13. Rough-ins and mountings for air conditioning units for each store location and general canopy lighting and other exterior lighting (including rough-ins for sign outlets at the facade).

TENANT IMPROVEMENTS MADE BY LANDLORD

The leased premises have previously been improved with the following tenant improvements, which tenant has inspected and accepts in "as is condition".

1. 3/4" plywood wall, separating adjacent premises, up to roof.
2. Drywall installation.
3. Taping.
4. Acoustical 2' x 4' ceiling tile on concealed zeebars.
5. Lighting fixtures and convenience outlets.
6. One handicapped restroom with hot water in compliance with HC code.
7. Heating, ventilation and air conditioning system.
8. Electrical panel -- 200 amps.

Any roof penetrations by Tenant must be repaired by the original roofing contractor at the expense of Tenant.

ATTACHMENT 1

**COMPTON RENAISSANCE PLAZA SHOPPING CENTER
WORK LETTER AGREEMENT**

(with Construction by Tenant)

This Work Letter Agreement supplements the Shopping Center Lease ("Lease") dated September 24, 1998 executed by COMPTON COMMERCIAL DEVELOPMENT RENAISSANCE PLAZA COMPANY, a California general partnership ("Landlord"), and LARGE APPAREL OF CALIFORNIA, INC., a California corporation ("Tenant") covering the initial leasehold improvements to be installed in the leased premises pursuant to the Lease (collectively "Tenant Improvements"). Capitalized terms used herein have the meanings set forth in the Lease.

1. Improvements.

(a) By Landlord. Landlord, has previously furnished and installed in and for the leased premises all the improvements described in Attachment 1 hereto, using materials and quantities that Landlord has established as building standards (collectively "Landlord's Work"); Tenant accepts Landlord's Work in its "as is" condition, and Landlord has no obligation to make any repairs or improvements to the leased premises.

(b) By Tenant. Tenant shall take possession of the Premises in "as is" condition. Tenant shall construct and pay for all other improvements it requires or desires for the leased premises, (collectively "Tenant's Work"). Tenant's Work includes, but is not limited to, all work and materials required by Tenant different from, substituted for, in place of or in addition to Landlord's Work materials or Landlord's Work quantities.

2. Tenant's Plans and Specifications.

(a) Tenant shall promptly submit to Landlord for Landlord's approval complete Store Design Drawings and complete Working Drawings and Specifications for the layout, improvement, decoration and finish of the leased premises (together "Tenant's Plans"). The Store Design Drawings shall consist of detailed drawings, plans and specifications fixing and describing the type, size, relationships, layout and other essential characteristics of all components, systems and structures comprising the Tenant Improvements, including designations of materials, colors, elevations and dimensions. The Working Drawings and Specifications shall consist of final working drawings, plans and specifications in the form of reproducible masters, setting forth in detail all requirements and information for the physical layout and construction of the Tenant Improvements, including but not limited to floor plan, mechanical and electrical plans, plumbing plan, reflected ceiling plan, lighting plan, sign plan, furniture plan and decorating plan showing the location and specifications for all Tenant Improvements. Tenant's Plans shall be prepared by a qualified licensed space planner, architect or engineer (if required by the nature of the work) satisfactory to Landlord, shall be in form sufficient to secure the approval of all governmental authorities having jurisdiction, shall be consistent with sound architectural and construction practice in first class shopping centers, shall be consistent with the design, construction and operation of the building, shall take into account and comply with all applicable laws, codes, rules and regulations and shall otherwise be satisfactory to Landlord.

(b) Tenant's Plans shall be subject to Landlord's written approval. In the event Landlord notifies Tenant that all or any portion of Tenant's Plans are disapproved, Tenant shall, within five business days, submit to Landlord Tenant's Plans incorporating the revisions Landlord requires. The revisions shall be subject to Landlord's written approval. Provided that, among other things, all conditions to consent specified in the Lease and this Work Letter Agreement are satisfied, Landlord will not unreasonably withhold its approval. When Tenant's Plans are approved, they shall be signed and dated by the parties. Tenant shall deliver two complete sets of Tenant's Plans to Landlord. Tenant's Plans shall be deemed to be part of the Lease as if set out in full in the body of the Lease.

(c) Tenant shall provide all architecture, engineer, interior design and decorating services at its sole expense. Landlord has no obligation to provide any space planning, engineering, design or decorator services for Tenant.

(d) Tenant shall be responsible for securing all necessary approvals, permits and authorizations for the Tenant Improvements (collectively the "Permits"), and within five business days after Landlord approves Tenant's Plans shall file all necessary applications to secure the Permits. Tenant shall diligently pursue the processing of such applications. Landlord will cooperate with Tenant to facilitate prompt issuance of Permits. If any such governmental authority shall reject Tenant's Plans and thereby prevent the issuance of the required Permits, Tenant shall immediately make all necessary changes to Tenant's Plans required by the agency. Such changes must be approved by Landlord. Tenant shall pay directly all fees and charges to secure the Permits, including but not limited to plan check fees, water usage fees, school fees, in lieu fees, and utility connection and hook-up fees.

3. Construction.

(a) Tenant's Work.

(i) Commencement and Completion of Construction. Tenant shall commence construction of Tenant's Work immediately after Landlord has finally approved Tenant's Plans, and Tenant has obtained all Permits. Tenant shall diligently and continuously proceed to complete construction of Tenant's Work in accordance with the approved Tenant's Plans in as short a period of time as is reasonably possible, but in any event not later than the Outside Commencement Date. Upon completion of Tenant's Work, Tenant shall deliver to Landlord an architect's certification that Tenant's Work has been constructed in accordance with Tenant's Plans and is one hundred percent (100%) complete in accordance with this Agreement.

(ii) Conditions Applicable to Tenant's Work. In addition to other applicable provisions of the Lease, the following provisions apply to the conduct of Tenant's Work, and such provisions shall be incorporated into the contract(s) between Tenant and its contractors (which term includes all subcontractors):

(A) Tenant's contractors shall not impede or delay Landlord's contractor in the completion of Landlord's Work.

(B) Tenant and Tenant's contractors shall be responsible for the repair, replacement or clean-up of any damage done by them to Landlord's Work, the common area or any other property. Any roof penetrations by Tenant shall be made and repaired by Landlord's roofing contractor at Tenant's expense.

(C) Tenant's contractors shall store their materials and contain their operations only in areas Landlord designates.

(D) All trash and surplus construction materials shall be properly stored and shall be promptly removed on a regular basis so as to avoid such material from accumulating. Such trash and materials shall be placed in a separate bin which Tenant shall provide to the construction site and not in any bins or receptacles provided by Landlord for the Shopping Center.

(E) Tenant and Tenant's contractors shall comply with the Reciprocal Easement and Operation Agreement and any amendments thereto recorded against the Shopping Center (collectively, the "Easement Agreement").

(F) Tenant's contractors shall not post signs on any part of the leased premises and/or the Shopping Center.

(G) Tenant and Tenant's contractors shall minimize interference with the peaceful use and enjoyment of other tenants of the Shopping Center or with use of and access to common areas by the public.

(H) Tenant shall maintain builder's risk insurance as required in the Section of the Lease entitled "Tenant's Insurance", covering Landlord's Work and Tenant's Work including, without limitation, materials and supplies.

(I) Tenant's contractors shall at all times observe and comply with all laws, ordinances, rules and regulations applicable to construction of the Tenant Improvements, including but not limited to those pertaining to safety and the environment.

(J) All of the provisions in the Lease shall be effective during the period of the construction of Tenant's Work except as otherwise provided therein.

(iii) Tenant's Contractors. Tenant's general contractor(s) shall be licensed by all appropriate agencies of the State of California, and shall be subject to the reasonable approval of Landlord.

(iv) Certificate of Occupancy. Upon completion of construction of Tenant's Work, Tenant shall obtain from the City of Compton a certificate of occupancy covering Tenant's Work and shall deliver a copy thereof to Landlord.

(v) Changes in Tenant's Plans. Any changes in the approved Tenant's Plans shall be subject to Landlord's prior written approval, not to be unreasonably withheld.

(b) Inspections. Each party or its architect or engineer shall have the right to enter and inspect

the construction work of the other party from time to time during regular business hours, provided that neither party shall interfere with the work and entry shall be entirely at such party's risk and expense.

4. **Tenant Delay.** Tenant shall be responsible for any delay in the commencement or completion of Tenant's Work caused by Tenant or its contractor(s) or by Tenant's failure to timely perform any of its obligations under this Agreement, except to the extent caused by an event of force majeure (collectively a "Tenant Delay"). No Tenant Delay shall affect or postpone the Commencement Date or the date for commencement of rent specified in the Lease.

5. **Miscellaneous.**

(a) If Tenant fails or refuses to timely perform any act required of Tenant under this Work Letter Agreement, then, in addition to any other remedies available to Landlord, Landlord shall have the right, but not the obligation, to do the act in question, without further notice or demand, at the cost and expense of Tenant.

(b) This Work Letter Agreement is hereby incorporated by reference into the Lease. All of the terms and provisions of the Lease are hereby incorporated herein by this reference. In the event of any irreconcilable conflict between the terms of the Lease and this Work Letter Agreement, the terms of the Lease shall prevail.

Executed as of the 24th day of September, 1998

COMPTON COMMERCIAL DEVELOPMENT
RENAISSANCE PLAZA COMPANY
California general partnership

By: [Signature]
Danny J. Bakewell, Sr.
General Partner

By: [Signature]
Lonnie R. Bunkley
General Partner

TENANT

LARGE APPAREL OF CALIFORNIA, INC.,
A California corporation

By: [Signature]

Name: JOSEPH J. SITT, President

Title: _____

By: [Signature]

Name: JEFFREY A. KLEIN

Title: Assistant Secretary

RIDER TO LEASE BETWEEN COMPTON COMMERCIAL DEVELOPMENT RENAISSANCE PLAZA COMPANY, AS LANDLORD, AND LARGE APPAREL OF CALIFORNIA, INC., AS TENANT, DATED SEPTEMBER 24, 1998, FOR PREMISES AT COMPTON RENAISSANCE PLAZA, COMPTON, CALIFORNIA.

Additional Lease Provisions

The following additional provisions are hereby incorporated into the Lease as though fully set forth therein. In the event of any conflict or inconsistency between the terms of the Lease, all exhibits thereto and the terms of the following provisions, the terms of the following provisions shall be controlling. Any reference within the Lease to specific provisions herein is for convenience only, and shall have no bearing upon the weight accorded to those provisions herein to which specific reference is not made.

I
Commencement Date

I-1 Commencement Date

The Lease term shall commence upon execution of the Lease. The obligation of Tenant to pay Minimum Annual Rental, Percentage Rent, and additional rent and charges, shall commence on December 22, 1998, or the date upon which Tenant first opens for business at the leased premises, whichever occurs first (the "Commencement Date").

In the event Von's and K-Mart, as depicted on Exhibit A, and tenants occupying at least sixty (60%) percent of the remaining gross leasable area of the Shopping Center as depicted on Exhibit A, are not open for business to the public on the Commencement Date, then, until such time as Von's and K-Mart, and tenants occupying at least 60% of the remaining gross leasable area of the Shopping Center, have initially opened for business to the public (the "Co-tenancy Date"), Minimum Annual Rental hereunder shall be reduced to \$2,400.00 per month until the Co-tenancy Date has occurred, but Tenant will continue to pay Percentage Rent (based on a Breakpoint derived from the reduced Minimum Annual Rental) and all additional rent and charges hereunder.

In addition, if Tenant should encounter delays in Tenant's Work due to conditions constituting force majeure, the Commencement Date shall be postponed by the number of days during which such delays prevail.

I-2 (Intentionally Omitted)

I-3 (Intentionally Omitted)

I-4 Lease Year

As used in this Lease, the term "lease year" or "Lease Year" shall mean each twelve (12) month period from February 1 to January 31 during the term of this Lease provided however that the first lease year shall also include the period from the Commencement Date to the following January 31. In the event the first Lease Year is longer than twelve (12) full calendar months then annual Fixed Minimum Rent, Percentage Rent breakpoint and all other charges payable on a lease year basis shall be increased proportionately. Wherever in the lease, "year" or "years" appears with respect to the lease or the payment of rent thereunder, such term shall be construed to mean "lease year (s)" unless specifically stated otherwise.

II
Use and Operation

II-1 Permitted Use/ Tradename

Tenant may use the Premises for the display and retail sale of female apparel, furnishings and accessories, and lingerie, and for no other uses; provided however, Tenant may also use the Premises for the display and retail sale of perfume, health and beauty aids, handbags, shoes, scarves, cosmetics, wigs and costume jewelry (including precious metals), gifts and boutique items, provided that such uses are incidental to Tenant's primary use of the Premises and do not in the aggregate occupy more than 15% of the floor space of the Premises. Tenant may perform alterations on apparel sold at the Premises.

Tenant may change its tradename at any time throughout the term of this Lease without Landlord's consent provided such tradename is used by a majority of Tenant's "plus size" women's apparel stores in the State of California.

Tenant may change its tradename to "The Essence of Body & Soul" at any time during the term of this Lease upon 30 days' notice to Landlord in the event Tenant changes its primary use of the Premises from the sale of "plus size" women's apparel to the sale of "plus size" lingerie.

II-2 Hours of Operation

(a) In no event shall Tenant be required to be open for business on any days, and during any hours where Von's and K-Mart, are not each open for business (except for a closure for remodeling or other temporary closure that does not exceed 60 consecutive days).

(b) In each Lease Year, Tenant may close for a period of time reasonably necessary in order to take inventory, make repairs, renovate or redecorate, provided, however, that such period shall not exceed five (5) days in the aggregate in any Lease Year unless Landlord has consented thereto.

II-3 Window Lighting Requirements

Tenant shall be obligated to keep its show windows lit only during its required hours of operation.

II-4 Go Dark Right

In the event either Vons or K-Mart closes for business (except for a closure for remodeling or other temporary closure that does not exceed 60 consecutive days) Tenant shall pay monthly in lieu of Minimum Annual Rent and Percentage Rent "Substitute Rent" equal to five percent (5%) of Gross Sales per month until such time as Vons or K-Mart (as the case may be) reopens for business. If Vons or K-Mart shall not have reopened for business within 18 months after closing, so long as Tenant is not in default under the Lease Tenant may terminate this Lease on ten days written notice to Landlord. The rights contained in this Section II-4 are exclusive to Large Apparel of California, Inc., and may not be assigned except to a Permitted Affiliated Successor (as defined in Section XI-a below).

II-5 Tenant's Termination Right

So long as Tenant is not in default under the Lease (and, without limiting the generality of the foregoing, has at all times occupied the leased premises in full compliance with the provisions of Article 7 of the Lease), Landlord agrees that, if the amount of Minimum Annual Rental paid by Tenant for the third full calendar year after Tenant has opened for business to the public exceeds ten percent (10%) of the Tenant's Gross Sales for such third full calendar year, Tenant shall have the right to terminate the Lease following the third full calendar year upon thirty days' written notice to Landlord as described below (the "Termination Right"). Tenant must deliver to Landlord irrevocable written notice of its election to exercise the Termination Right by not sooner than the conclusion of the third full calendar year and not later than sixty (60) days after the conclusion of the third full calendar year. Such notice must include a statement, certified as accurate by Tenant's president and by Tenant's chief financial officer, setting forth the total amount Tenant's Gross Sales for the third full calendar year. Tenant shall provide to Landlord such documentation as Landlord may reasonably request substantiating the amount of Tenant's Gross Sales for the third full calendar year. In the event of any such exercise of the Termination Right, all of the other provisions of the Lease shall continue to apply, except at the expiration date of the term will be as set forth above. In the event that Tenant has failed to elect to exercise the Termination Right in strict compliance with the provisions of this rider, the Termination Right will expire and be of no further force or effect. The Termination Right is exclusive to Large Apparel of California, Inc., and may not be assigned except to a Permitted Affiliated Successor (as defined in Section XI-a below).

II-6 Breach of Tenant's Covenant to Operate

In the event that Tenant is in default of its obligations to be open for business and to operate continuously set forth in the first two sentences of Section 7.02.01 of this Lease, and provided that Tenant is not in default of any of its other obligations under this Lease, then, notwithstanding anything to the contrary set forth in Section 18.01 of this Lease, Landlord will not elect to terminate this Lease and accelerate the recovery of sums owed by Tenant as set forth in clause (i) of Section 18.01; provided, however, that in the event Tenant subsequently fails to make any payment or perform any other obligation under this Lease other than said obligation to operate continuously, Landlord will have the right to elect any remedy provided in Section 18.01, including but not limited to the right to elect to terminate this Lease and accelerate the recovery of sums owed by Tenant as set forth in clause (i) of Section 18.01, or otherwise available at law or in equity.

III Gross Sales

III-1 Gross Sales Exclusions

The following shall be excluded from Gross Sales:

(i) Bona fide, close-out or bulk sales of inventory to jobbers or wholesalers; (ii) sales to employees of Tenant or its parent company or affiliates at a discount; (iii) shipping charges separately stated; (iv) proceeds of the sale of substantially all of the assets of Tenant at the Premises; (v) proceeds of insurance or condemnation; (vi) the unpaid balance of any credit or check sale which is written off as uncollectible in accordance with generally accepted accounting principles; (vii) proceeds of sale of trade equipment or fixtures, including track lighting; (viii) proceeds of sales from vending machines installed for the convenience of employees of Tenant; (ix) lay-away sales, except to the extent of amounts actually received by Tenant; (x) charges for alterations to apparel sold at the Premises; (xi) the amount of all discounts, returns, refunds, credits, allowances and adjustments made to Tenant's customers; (xii) financing and credit card charges payable by Tenant to credit card companies; (xiii) finance charges on credit card sales payable to Tenant by Tenant's customers; (xiv) the amounts of all retail sales taxes, including federal, city, county or state sales tax, luxury or excise tax; (xv) the amount of returns to shippers or manufacturers for credit; (xvi) sums and credit received from shippers or manufacturers in settlement of claims for loss or damage to merchandise; and (xvii) the exchange or transfer of inventory between the Premises and any store owned by Tenant or any parent, affiliate or subsidiary of Tenant, where such exchange or transfer is made for the convenient operation of Tenant's business and not for the purpose of avoiding a sale which would otherwise be included in Gross Sales.

III-2 (Intentionally Omitted)

III-3 Method of Maintaining Business Records and Recording Sales

Notwithstanding anything contained herein to the contrary, Tenant may keep business records and record sales in the manner which said records are maintained and sales are recorded at a majority of Tenant's other stores in the State of California and in accordance with generally accepted accounting principles.

IV

Common Area Expenses

IV-1 Exclusions from Common Area Expenses

Common Area Expenses shall not include (i) the initial cost of any construction of the Shopping Center or any part thereof; (ii) costs for any items which under generally accepted accounting principles would be capitalized, depreciated, or amortized (whether or not said items are leased, financed and/or purchased); (iii) salary, employee benefits and payroll taxes for off-site, executive or managerial personnel; (iv) brokerage fees and commissions incurred in connection with the sale or leasing of space in the Shopping Center; (v) such portion of any expense for which Landlord is entitled to reimbursement by insurance proceeds, condemnation awards, other tenants, or any other source; (vi) cost of performing additions, alterations, improvements or individual services for other tenants or vacant or vacated space (including, but not limited to, the repair and/or replacement of the roof over other tenant's premises); (vii) any payment required in connection with any debt or ground lease encumbering the Shopping Center; (viii) any amounts not actually expended, such as contingency funds, reserve funds or sinking funds; (ix) costs and expenses of enforcing lease provisions against other tenants in the Shopping Center, including legal fees; (x) expenses resulting from a violation of Landlord of the terms of any lease of space in the Shopping Center or of any ground lease or mortgage to which this Lease is subordinate; (xi) the repair of any part of the Common Area that was inadequately designed or defectively constructed; and (xii) all costs associated with the removal and clean up of hazardous wastes and toxic substances.

Landlord represents that there shall be no additional overhead, managerial, administrative or supervisory cost or expense in excess of a ten percent (10%) administrative fee for the operation and maintenance of the Common Areas of the Shopping Center and such administrative fee shall be applicable to Common Area Expenses only, but shall exclude any and all costs associated with Taxes and Insurance, if any.

IV-2 Services Performed by Affiliates

The charges for any services provided by affiliates, related or designated parties of Landlord which are included in Common Area Expenses shall be reasonable, customary and competitive with charges for similar services of independent contractors in the area where the Shopping Center is located. In the event Landlord shall contract for any services on behalf of Tenant and/or other tenants in the Shopping Center, such contract(s) shall be at locally competitive rates and proportionate to Tenant's actual use of such services.

IV-3 Right to Audit

Tenant shall have the right, but not more than once per year on reasonable prior notice to Landlord, to inspect, examine and make copies of, Landlord's books, records and computations with respect to Common Area Expenses, HVAC charges, utility charges, Insurance and Taxes and Landlord shall retain such books, records and computations for at least three (3) years following the period to which they relate. In event of any overpayment by Tenant, Landlord shall, within twenty (20) days after demand, refund the amount of overpayment to Tenant with interest thereon, from the date of overpayment to the date refunded, at the Default Interest Rate. If the audit discloses a discrepancy in excess of five percent (5%), Landlord shall be obligated to pay all costs associated with such audit.

IV-4 No Duplication

There shall be no duplication of costs, charges or expenses anywhere in this Lease, including, without limitation, charges for utilities, advertising, HVAC, Insurance, Taxes, Common Area Expenses or depreciation. Furthermore, Landlord covenants and agrees that there will be no additional overhead, administrative, management or supervisory costs other than those contained in the ten percent (10%) administrative charge for operating and maintaining the Common Area pursuant to this Lease.

IV-5 Overpayment During Final Lease Year

Any overpayment by Tenant of Common Area Expenses, Taxes or any other charges concerning the final Lease Year of the term of this Lease shall be refunded by Landlord to Tenant within sixty (60) days of the expiration of the Lease term.

IV-6 Income Applied to Common Area Expenses

Before computing Tenant's pro-rata share of Common Area Expenses, Landlord shall be required to deduct net income derived from the following: (i) tenants who pay separately for Common Area Expenses; (ii) parking fees; (iii) stroller rentals; (iv) shuttle bus charges; (v) promotional events; and (vi) other services provided by Landlord for which Landlord receives a fee in excess of the cost of providing the service.

IV-7 Common Area Expenses

Landlord represents that, as of the date of execution of this Lease, Common Area Expenses for the Shopping Center equal \$0.47 per square foot per month.

V
Taxes

V-1 No Penalties

Real estate taxes payable by Tenant as provided for herein ("Taxes") shall not include any interest or penalties imposed by the assessing authority except if arising as a result of Tenant's late payment of Tenant's proportionate share thereof.

V-2 Unimproved Land

Taxes allocable to the Shopping Center shall not include taxes on any unimproved parcels of land.

V-3 Installment Payments

If general or special assessments may be paid in installments over a period of years, only the installments coming due during the tax year in question during the Lease term shall be included in Taxes payable by Tenant for such year.

V-4 Refund and Abatements

If Landlord shall obtain a refund or abatement of any Taxes to which Tenant contributes, Landlord shall refund to Tenant its proportionate share thereof less Tenant's proportionate share of Landlord's reasonable costs of obtaining same. In no event shall Tenant be liable for such costs unless there shall be a net savings to Tenant.

V-5 Exclusion

Taxes shall not include any corporate, personal property, franchise, capital levy, inheritance, transfer or income tax levied on Landlord.

VI
Maintenance, Repairs, and Alterations

VI-1 Landlord's Repairs

Landlord shall promptly make necessary repairs to the Premises and the Building in which the Premises is located including, without limitation, exterior walls, foundations, roof structure and roof of the building of which the Premises is a part and all structural portions of the Premises, and shall maintain in good repair the floor slab, sprinkler system, all utility lines, pipes and conduits located outside of or inside but not exclusively serving the Premises, the sewage system, gutters, downspouts, utility and water lines and HVAC system located outside of or inside but not exclusively serving the Premises (exclusive of systems or lines owned by a municipality or similar public or quasi-public authority). Landlord shall make all repairs with due diligence and due care in a good and workmanlike manner and in compliance with all applicable local, state and Federal regulations, ordinances and laws. In making such repairs Landlord shall use reasonable efforts to prevent any interference with Tenant's use of the Premises. Landlord shall promptly restore any damage to any portion of the Premises resulting from any act or omission of Landlord, its agents, servants, employees or contractors.

VI-2 Tenant's Right to Cure

If Landlord has not commenced repairs or maintenance required to be performed by Landlord hereunder within ten (10) days after written notice thereof from Tenant, or if so commenced, is not diligently pursuing same to completion, Tenant shall have the right, but not the obligation, to make such repairs and Landlord shall reimburse Tenant for the reasonable cost thereof within ten (10) days after receipt of a bill therefor from Tenant. In the event of an emergency, Tenant may (but shall not be obligated to) perform such repairs which may be reasonably necessary, after having given Landlord such notice as may be practicable under the circumstances. Tenant shall not be responsible for any loss or damage to Landlord's property that may result from such repairs. Notwithstanding anything to the contrary set forth hereinabove, Tenant shall not be required to perform repairs which would otherwise be Landlord's obligation hereunder.

VI-3 Structural Alterations

Landlord shall, without expense to Tenant, make any and all structural or extraordinary alterations (including, but not limited to the installation of a sprinkler system at the Premises) required to be made to the Premises by law, ordinance or regulation of any governmental authority, including, but not limited to, Americans with Disabilities Act ("ADA") requirements, board of fire insurance underwriters, Landlord's insurers, or similar authority.

VI-4 Tenant's Permitted Alterations

Tenant shall be permitted to perform non-structural alterations without Landlord's consent, provided such alterations do not materially affect Tenant's storefront or the electrical, plumbing or HVAC systems located in the Premises. Tenant may install any professionally prepared standard interior signage on the windows and within the Premises without Landlord's prior consent. All signage, decorative lighting and millwork installed in the Premises by Tenant shall be and remain the property of Tenant and Tenant may remove same at the expiration or sooner termination of this Lease; provided, however, that Tenant shall be obligated to patch or otherwise repair any damage to the Premises caused by such removal.

VI-5 (Intentionally Omitted)

VI-6 Surrender of Premises

Tenant shall not be required to remove its alterations and/or restore the Premises to its original condition upon the expiration or earlier termination of this Lease unless Tenant has specifically agreed to such obligation.

VI-7 (Intentionally Deleted)

VII

Premises Integrity

VII-1 Kiosks

Landlord shall not construct or place a kiosk or other improvement or obstruction, whether permanent or temporary, that would materially interfere with the visibility of the Premises, in any portion of the area created by extending Tenant's side lease lines for a distance of 75 feet.

VII-2 Modifications to the Shopping Center

(a) Landlord shall make no changes to the Shopping Center or the Premises which will change the layout of the Premises, materially adversely affect access to the Premises, or materially adversely affect the visibility of the Premises.

(b) Landlord shall maintain parking for the Shopping Center as required by applicable law.

(c) Landlord shall not place trees and/or other shrubbery in front of Tenant's Premises which shall materially impede pedestrian traffic or materially adversely affect the access to, or visibility of the Premises.

VII-3 Interference with Operation

If as a result of:

- (a) Landlord's making of any repairs to the Premises; or
 - (b) Landlord's performing of any repairs, additions, alterations, renovations, reconfigurations or improvements in or to the Shopping Center (including excavations); or
 - (c) Landlord's failure to supply any Utility (if Landlord shall supply such Utility); or
 - (d) Landlord's removal of Hazardous Materials (as hereinafter defined) from the Premises;
- and

there is a material interference with Tenant's ability to conduct its business in the Premises ("Interference") then all payments of Fixed Minimum Rent and all additional rent shall be abated from the date of Interference until such Interference ceases.

VII-4 Relocation

Landlord shall not relocate Tenant into another space in the Shopping Center or reduce the size of the Premises. Landlord shall not change the configuration of the Shopping Center such that the result is to materially change the proximity of Tenant to Vons from that currently depicted on the site plan attached hereto as Exhibit A.

VII-5 Installation of Utility Lines

Landlord shall install all utility lines and services for other store locations above the finished ceiling and along the perimeter walls of the stock room area of the Premises. Any such installations shall not interfere with electrical, mechanical or sprinkler lines in the Premises.

VII-6 Security Gates

Tenant shall have the right to install additional or replacement security gates or any other security device or system at the Premises, provided that such gates and/or device or system is installed and operated in compliance with all applicable laws and regulations, including requirements of insurers, and do not increase the cost of any insurance for the Shopping Center.

VII-7 Sign Removal

If during any remodeling, repair or expansion of the Shopping Center (the "Work"), it is necessary for Landlord to remove Tenant's storefront sign (the "Permanent Sign"), or to install scaffolding or other aids for performing the Work that obscures the Permanent Sign in whole or in part, then Landlord may do so, provided Landlord complies with the requirements set forth below:

- a. Permanent Sign. Removal of the Permanent Sign shall be subject to the following conditions:
 - (i) Landlord shall, at its sole cost and expense, remove the Permanent Sign in a careful manner so as not to damage it, and store it in an appropriate facility;
 - (ii) As soon as the Work has progressed to the point that the Permanent Sign can be reinstalled, Landlord, at Landlord's sole cost and expense, shall reinstall the Permanent Sign at its former location; and
 - (iii) Landlord, at Landlord's sole cost and expense, shall promptly repair any damage to the Permanent Sign which occurs during the removal, storage, or reinstallation thereof.
- b. Temporary Sign. If the Permanent Sign is removed or blocked by scaffolding or other Work for a period in excess of three (3) days, then Landlord, at Landlord's sole cost and expense, shall provide a temporary sign to advertise Tenant's business. Such temporary sign shall be as similar as reasonably possible in both size and style to the Permanent Sign, and shall be installed by Landlord in a location as near as reasonably possible to the location from which the Permanent Sign was removed or blocked, consistent with the goal of achieving maximum visibility for such temporary sign.

VII-8 Pylon Signs

In the event there is a pylon sign located at the Shopping Center, then Tenant shall have the right to have its tradename displayed upon such Pylon sign immediately upon full execution of this Lease.

VII-9 Scaffolding

If Landlord desires to erect scaffolding at the Building or near the Premises at the Shopping Center, same must be on written notice to Tenant and in compliance with requirements imposed by law. Landlord will use its best efforts to perform all such work so as not to diminish Tenant's floor area or disrupt Tenant's architectural layout. Tenant may install reasonable signs on all scaffolding provided same is in accordance with law. Landlord will use reasonable and diligent efforts so that the scaffolding shall not inhibit ingress to or egress from the Premises.

VII-10 Interior Signage

In addition to Tenant's storefront sign, Landlord hereby consents that Tenant may install an additional interior back-lit sign near the storefront stating "SIZES 14-26", provided that such sign is permitted by, and installed and maintained in compliance with, all applicable laws and governmental regulations.

VIII Utilities

VIII-1 Utilities Provided by Landlord

If Landlord furnishes any electricity, water, sewer, heating, air conditioning, ventilating or other utility services ("Utilities") to the Premises, Tenant's charges for such Utilities shall not exceed the charges which Tenant would pay if Tenant were to purchase such Utilities directly from the public utility servicing the area in which the Premises is located.

Also, if the Landlord operates the HVAC system at the Premises the cost to Tenant of such operation shall not exceed the cost to Tenant would have incurred had Tenant operated its own HVAC system at the Premises. If Tenant should disagree with Landlord's determination of the quantity of consumption of or the cost of such Utilities, Tenant may, but shall not be obligated to, purchase a check or test meter which it may install at the Premises. Following its installation, the check or test meter shall be utilized for sixty (60) days and the results therefor shall be retroactive and binding on Landlord and Tenant and an appropriate adjustment shall be made for the entire period in dispute.

VIII-2 Change in Supply of Utilities

Landlord shall not discontinue furnishing any Utilities to Tenant until Tenant shall receive such Utility from an alternate source of supply. If Landlord shall voluntarily effectuate a change in the supply of any Utility, whether by electing to provide a Utility previously furnished by the public utility or some other source, or by discontinuing a Utility previously furnished by Landlord, Landlord shall pay all costs in connection with such change.

VIII-3 Utility Equipment

Tenant shall have the right to use all existing wires, feeders, risers, lines, conduits and other utility equipment in the Premises at no cost to Tenant.

IX Insurance and Indemnity

IX-1 Blanket Policy

Tenant may maintain all or any part of the insurance required pursuant to this Lease in the form of a blanket policy covering other locations in addition to the Premises.

IX-2 Self Insurance

In lieu of carrying all insurance required under this Lease other than public liability insurance, Tenant may self insure each such risk, provided, however, that Tenant or Tenant's parent corporation has assets exceeding \$10,000,000.

IX-3 Landlord's Insurance

(a) Landlord shall maintain with responsible companies fire and extended coverage insurance, including vandalism, malicious mischief, sprinkler leakage and flood endorsements covering the replacement cost of the entire Shopping Center less foundations and excavations in an amount not less than ninety (90%) percent of the replacement value or the greater amount necessary to prevent Landlord from becoming a co-insurer.

(b) Landlord shall maintain with responsible companies, public liability insurance, insuring Tenant and Tenant's guarantor (if any) as an additional insured against all claims, demands and actions for injury to or death of any one person in the amount of not less than \$1,000,000 and for injury or death of more than one person in any one accident in an amount of not less than \$2,000,000 and for damage to property in an amount not less than \$1,000,000 (or combined single limit coverage of \$5,000,000) made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct and operation of Landlord in the Common Areas, and anywhere upon Landlord's tract and should hold Tenant and Tenant's guarantor (if any) harmless and indemnified from all injury, loss, claims or damage to any person or property while in the Common Areas or any other part of the Shopping Center.

(c) Notwithstanding anything contained in this Lease to the contrary, the limits of such insurance as set forth above, shall not limit Landlord's liability hereunder.

IX-4 No Premium Increase

Tenant's use of the Premises for the permitted use as set forth herein shall not be deemed to increase Landlord's insurance premiums for fire and extended coverage insurance (or "all risk" insurance, as the case may be).

IX-5 Indemnity by Landlord

Landlord shall indemnify, hold harmless and defend Tenant from and against any and all claims, demands, damages, judgments, fines, penalties, losses, costs and expenses, including reasonable attorneys' fees, incurred by Tenant as a result of:

- (a) any accident occurring on or about the Common Areas of the Shopping Center, as a direct result of the grossly negligent or willful acts or omissions of Landlord, its agents, contractors or employees
- (b) the grossly negligent or willful acts or omissions of Landlord, its agents, contractors or employees; or
- (c) a breach of the provisions of this Lease by Landlord, its agents, contractors or employees.

IX-6 Waiver of Subrogation

Tenant shall not be liable to Landlord or to any insurance company (by way of subrogation or otherwise) insuring Landlord for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of Tenant, its agents, contractors, invitees, customers or employees if any such loss or damage is covered (or required to be covered) by insurance benefiting the Landlord or was required to be covered by Landlord's insurance pursuant to this Lease. Landlord shall ensure that its respective insurance policy contains a waiver of subrogation provision.

IX-7 (Intentionally Omitted)

X

Casualty/Condemnation

X-1 Tenant's Right to Terminate

If (a) the Premises is damaged by casualty, in whole or in part, during the last two (2) years of the Lease term, or (b) if at any time during the Lease term the Premises are destroyed by casualty, in whole or in part and Landlord shall not begin repair thereof within six (6) months of the date of the casualty or, (c) if Landlord has not completed the repair of any casualty within one (1) year of the date of the casualty, then Tenant shall have the right to terminate this Lease on thirty (30) days notice to Landlord.

X-2 No Discrimination in Termination

Landlord shall not exercise any right that it may have to terminate this Lease unless it simultaneously terminates the leases of all other tenants in the Shopping Center similarly affected with respect to any such casualty or condemnation.

X-3 Unamortized Costs

If Landlord terminates this Lease in the event of a casualty or condemnation to the Shopping Center and the Premises has not been damaged by such casualty, Landlord shall reimburse Tenant for Tenant's unamortized cost of its leasehold additions, alterations, improvements and trade fixtures, such amortization to be computed assuming a useful life equal to the term of this Lease (including any option periods, if Tenant has exercised such option(s) and assuming a straight line method of depreciation.

X-4 (Intentionally Omitted)

X-5 Extension of Term

In the event of a casualty to the Premises, or the Shopping Center which results in Tenant being unable to operate in the Premises for the purposes set forth herein, the term of this Lease shall, at the option of Tenant, be extended for the period of time that Tenant did not operate for business in the Premises.

X-6 (Intentionally Omitted)

X-7 Abatement of Rent and Charges

If the Premises are rendered untenable, or unsuitable for Tenant's business, Tenant shall not be required to resume payment of Fixed Minimum Rent, Percentage Rent, additional rent and charges until Tenant's reopening for business in the Premises.

XI

Assignment and Subletting

(a) Notwithstanding anything to the contrary in the Lease, Tenant may assign the Lease or sublet all or part of the Premises without Landlord's prior approval, to a parent, affiliate or wholly-owned subsidiary of Tenant, or of Tenant's parent company, or Tenant's guarantor, if any, or is a successor to Tenant by way of merger, consolidation or corporate reorganization, private placement or by the purchase of all or a portion of the assets or shares of stock of Tenant (any "Permitted Affiliated Successors").

(b) Landlord shall not unreasonably withhold or delay its consent to any other assignment of his Lease or subletting of the Premises by Tenant, provided (a) any assignee shall assume in writing the performance and

observance of all of the terms, covenants and conditions of this Lease, including the use permitted hereunder, (b) a copy of the sublease or assignment and assumption agreement is delivered to Landlord, and (c) any assignee or sublessee shall have a reputation, experience and financial condition equal to or better than Tenant, as reasonably determined by Landlord.

(c) It shall not be deemed an assignment of this Lease and Landlord's consent shall not be required (regardless of any resulting change of control of Tenant) in the event that Tenant or its parent company, subsidiary or affiliate becomes a publicly traded company whose outstanding voting stock is listed on a "national securities exchange," as defined in the National Securities Exchange Act of 1934 or in the event of a private placement or sale of stock of Tenant or its parent company, subsidiary or affiliate.

(d) Tenant may permit up to fifteen (15%) percent of the gross leasable area of the Premises to be occupied by concessionaires without Landlord's consent provided that the gross sales of such concessionaires are included in Gross Sales. The Fixed Minimum Rent and additional rent received from such concessionaires, however, shall be excluded from Gross Sales.

(e) Landlord's consent shall not be required in the event of any sale, issuance or transfer of capital stock in Tenant, or any related entity of Tenant, to any family members, or trust(s) for the benefit of such family members of Joseph Sitt.

XII

Condition of Premises; Tenant Improvements

(a) Tenant acknowledges that it has had adequate opportunity to inspect the condition of the Premises, that it has inspected the Premises and accepts the Premises in its "as is" condition, and that Landlord is not obligated to install any tenant improvements at the Premises; Tenant agrees that it will install tenant improvements at the Premises pursuant to the terms of the Lease at Tenant's sole cost and expense.

(b) Tenant shall not be obligated to pay for any tap-in fees, impact fees, barricade charges or other "charge-back" fees.

(c) Wherever Landlord's approval is required with respect to Tenant's plans, said approval shall not be unreasonably withheld or delayed.

XIII

Miscellaneous

XIII-1 Floor Measurement

At any time, Tenant may measure the floor area of the Premises to verify the square footage. If such measurement determines that the actual floor area is more or less than the area set forth hereinabove, the Fixed Minimum Rent, Percentage Rent Breakpoint and all other rent and/or charges payable on a "per square foot" basis shall be adjusted proportionately. In addition, the frontage representation contained in this Lease shall be deemed to be the lineal footage from center of demising wall to center of demising wall.

XIII-2 Subordination to Future Encumbrances

This Lease shall be subject and subordinate to any deed, mortgage or other encumbrance created after the date hereof provided that the holder of such encumbrance shall execute an agreement in form and substance reasonably satisfactory to Tenant whereby such holder agrees that Tenant will be permitted to remain in undisturbed possession, use and enjoyment of the Premises so long as Tenant is not in default under the terms and conditions of this Lease after the giving of notice by Landlord and the expiration of the applicable grace or cure periods provided hereunder.

XIII-3 Subordination to Present Encumbrances

Landlord represents and warrants that as of the date hereof the only mortgage or deed of trust encumbering the Premises and/or the Shopping Center is held by Teachers Insurance and Annuity Association. Landlord shall use reasonable, good faith efforts to obtain a non-disturbance agreement in Tenant's favor from the holder of such encumbrance within sixty (60) days of the date hereof.

XIII-4 Attornment

Tenant shall attorn to any subsequent purchaser or transferee of Landlord's interest in the Shopping Center provided that such purchaser or transferee shall assume Landlord's obligations hereunder and permit Tenant to remain in undisturbed possession, use and enjoyment of the Premises and further provided that Tenant is not in default hereunder after notice from Landlord and the expiration of the applicable grace or cure period in accordance with the terms of this Lease.

XIII-5 Modifications to Lease

In no event shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree to any modification of the provisions of this Lease relating to: (a) the amount of Fixed Minimum Rent, Percentage Rent, additional rent and/or any other charges reserved herein; (b) the size and/or location of the Premises; (c) the duration and/or Commencement Date of the Lease term; or (d) reducing the amount of

improvements to be made by Landlord to the Premises prior to delivery of possession, or the amount of any construction allowance or free rent period due to Tenant.

XIII-6 Brokerage Indemnity

Each party hereby represents and warrants to the other party that no broker or real estate agent has had any part in bringing about this Lease, other than CB Commercial. Each party hereby agrees to indemnify and save the other party harmless from and against any claims against the other party if the indemnifying party's representation is not true. Tenant acknowledged that Landlord is not liable for the payment of any commissions in connection with this Lease, and that Thorn America's, Inc., ("Thorn") has agreed to pay all commissions in connection with this Lease to CB Commercial pursuant to a separate agreement.

XIII-7 Force Majeure

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

XIII-8 Landlord's Authority

Landlord has the right and lawful authority to enter into this Lease and perform Landlord's obligations hereunder, including, but not limited to the right and lawful authority to terminate any right of any present or prior tenant of the Premises and deliver possession thereof to Tenant.

XIII-9 Zoning and Restrictions

(a) Landlord represents, warrants and covenants that the Premises are presently zoned, and are in conformity with applicable law, so as to permit: (i) the operation of a retail store business in the Premises upon the renovation thereof in accordance with the provisions hereof; (ii) the Premises to be lawfully used for retail sales to the public of merchandise and services as set forth herein; and (iii) sufficient parking to comply with applicable zoning codes.

(b) Landlord represents, warrants and covenants that Landlord's title to the Premises is not subject to any covenant, agreement, reservation, lien, easement, restriction and/or encumbrance which would prohibit Tenant from using the Premises in accordance with the Permitted Use.

XIII-10 Hazardous Materials

Landlord represents, warrants and covenants that the Premises and the Shopping Center are free from the contamination of hazardous wastes or materials, including but not limited to, asbestos and asbestos containing material (collectively "Hazardous Materials"). For the purposes of this Section, Hazardous Materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq.*, the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, and any applicable state, county, city or local law; and the regulations adopted and publications promulgated pursuant to said laws. Landlord agrees to indemnify and to hold Tenant and any guarantor harmless from any and all claims, demands, losses, liabilities, penalties, damages, costs and expenses, including without limitation, reasonable attorneys' fees and costs (collectively "Claims") arising out of or in any way connected with the presence of Hazardous Materials, or the removal thereof, from the Premises or the Shopping Center. The indemnity obligation set forth herein shall survive the expiration or earlier termination of this Lease.

XIII-11 Accord and Satisfaction

No payment by Tenant, nor any writing accompanying any payment, shall be deemed an accord and satisfaction, and Tenant may make any payment without prejudice to Tenant's right to recover an overpayment or to pursue any other remedy provided in this Lease or available by law.

XIII-12 Litigation

In the event of any suit or litigation between Landlord and Tenant arising from or in connection with this Lease, the losing party shall pay the reasonable fees and expenses of the successful party at all levels of trial, negotiation or appeal.

XIII-13 Reservation of Claims

Tenant shall have the right to reserve all claims against Landlord, its successors and assigns arising prior to any transfer of Landlord's interest under this Lease.

XIII-14 (Intentionally Omitted)

XIII-15 (Intentionally Omitted)

XIII-16 (Intentionally Omitted)

XIII-17 (Intentionally Omitted)

XIII-18 (Intentionally Omitted)

XIII-19 Landlord's Consent

Wherever in this Lease Landlord's consent, approval or permission is required, such consent, approval or permission shall not be unreasonably withheld or delayed. Whenever, pursuant to this Lease, Tenant is required to pay estimated amounts to Landlord, such estimates shall be reasonable.

XIII-20 Exclusive

Notwithstanding any contrary provisions of the Lease, Landlord agrees that, so long as Tenant is not in default under this Lease and continues to use the leased premises for the specific purpose described in the Section of the Data Sheet of the Lease entitled "Permitted Use," Landlord agrees not to lease any land or space on the site depicted in Exhibit A to the Lease to any tenant whose primary business is the sale of female "plus size" apparel, or female "plus size" lingerie, except for: (a) any national or regional chain that engages in such business, merchandising or sales as an incidental part of its primary business, or (b) any other tenant that has leased land or space at the Shopping Center prior to the date of execution of this Lease, or such tenant's assignees or subtenants, or (c) any new tenant that signs a lease for over 15,000 square feet, or such tenant's assignees or subtenants, or (d) any occupant of the space depicted in Exhibit A to the Lease as space no. 205, containing approximately 9,600 square feet, provided that such space no. 205 is leased to a single entity as tenant (and notwithstanding that such single entity tenant may conduct business therein under multiple trade names and/or through separate affiliated companies, and/or may elect to partition or otherwise divide the space between or among such multiple trade names and/or separate affiliated companies). This covenant does not extend to any property Landlord may now or hereafter own or have an interest in, directly or indirectly, other than that depicted in Exhibit A to the Lease, regardless of whether such other property may be added to or operated in conjunction with that depicted in Exhibit A. The right provided herein is exclusive to Large Apparel of California, Inc. and may not be assigned except to a Permitted Affiliated Successor (as defined in Section XI-a above). In the event Landlord violates this provision, then the Minimum Annual Rental under this Lease shall be reduced by fifty percent (50%) from the date such violation first occurs until such violation no longer exists. The violation by Landlord of this provision shall constitute an event of default.

XIII-21 Notices

Wherever pursuant to this Lease, any notice is required or permitted by Landlord or Tenant, such notice shall be in writing. A copy of all notices to Tenant shall be addressed to Tenant at the Premises, and at:

100 Metro Way
Secaucus, New Jersey 07094
Attention: Jeffrey Alan Klein, Esq.

XIII-22 Waiver of Landlord's Security Interest

Landlord hereby waives any security interest it may have in any of Tenant's property located at the Premises that is created either by (i) statute in the state in which the Premises are located or (ii) pursuant to any other provision contained within this Lease.

XIII-23 Store Expansion

In the event Tenant or an affiliate of Tenant becomes the tenant and/or the occupant of either of the premises immediately adjoining the Premises, Tenant shall have the right, subject to the remaining provisions of this Lease, to combine the ground floor and mezzanine of both premises to provide for one retail store. In the event Tenant undertakes such work, Tenant agrees that such work will be prepared and performed at Tenant's sole cost and expense, and in accordance with all governmental regulations, and upon termination of this Lease, Tenant shall restore the Leased Premises to the condition existing immediately prior to the performance of such construction work. Nothing contained in this Section X -23 shall be deemed to grant an option, right of first refusal, or any other right in favor of Tenant with respect to any portion of the Shopping Center.

XIII-24 Grand Opening Promotion

Tenant shall have the right to have an employee of Tenant hand out leaflets in the Common Areas of the Shopping Center for a period of one (1) year after the opening of the Premises for business with the public. Tenant will be responsible for any additional costs of cleaning the Shopping Center due to litter from Tenant's leaflets and, in the event litter from Tenant's leaflets is a continuing problem, Landlord may discontinue such right upon notice to Tenant.

- END OF RIDER -

OPTION TO EXTEND RIDER
COMPTON RENAISSANCE PLAZA
SHOPPING CENTER LEASE
(Multiple Options)

This Option to Extend Rider supplements the Shopping Center Lease ("Lease") between COMPTON COMMERCIAL DEVELOPMENT RENAISSANCE PLAZA COMPANY, a California general partnership ("Landlord") and LARGE APPAREL OF CALIFORNIA, INC., a California corporation ("Tenant") dated as of September 24, 1998. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Lease.

1. Option to Extend. Subject to all the terms of this Rider and provided that Tenant is not in default under the Lease, following notice and beyond the expiration of any applicable cure period, Tenant shall have and is hereby granted the option to extend the term of the Lease for two (2) additional periods of five (5) year(s) each (individually an "Option Period" and collectively the "Option Periods"). The first Option Period shall commence immediately upon expiration of the original term of the Lease. Any succeeding Option Period shall commence immediately upon expiration of the preceding Option Period.

2. Exercise of Options. Each option is exercisable only by Tenant delivering to Landlord not earlier than 360 nor later than 180 days prior to the expiration of the initial term of the Lease or the then-existing Option Period, as the case may be, irrevocable written notice of its election to exercise the option (the "Option Notice"). If any option is not so exercised by such date, it and all subsequent options shall automatically expire. Time is of the essence in exercising each option. Each option can be exercised only with respect to all space constituting the leased premises.

3. Option Period Terms. All the terms and conditions of the Lease shall apply during each Option Period, except that:

(a) There shall be no further option to extend other than those expressly provided by this Rider;

(b) Base annual rental or minimum fixed annual rental, as applicable, for each Year of the Option Period shall be established in accordance with Section 4 below;

(c) Percentage rental, if set forth in the Lease, for each Year of the Option Period shall be established in accordance with Section 5 below; and

(d) During the Option Period Tenant shall continue to pay all other rent and charges set forth in the Lease in accordance with its terms and conditions.

4. Base or Minimum Rent. The base annual rental or minimum fixed annual rental, as applicable, shall increase every five years, or at the commencement of each option period, to an amount equal to 115% of the fixed annual rental in effect immediately prior to such increase.

5. Percentage Rent. If the Lease provides for percentage rental, then the percentage rental for each Year of any Option Period shall be calculated as provided in the Lease.

6. Additional Terms.

(a) The options to extend granted hereby are personal to Tenant and may not be exercised or assigned, voluntarily or involuntarily, by or to any person or entity other than Tenant or an assignee of Tenant pursuant to an Affiliate Assignment (as defined in the Article in the Lease entitled "Transfer of Tenant's Interest"). The options to extend granted hereby are not assignable separate and apart from the Lease.

(b) Notwithstanding any contrary provision of this Rider, no option is exercisable (i) during any time that Tenant is in default in the payment of any rent under the Lease, (ii) during the time commencing from the date Landlord gives Tenant a notice of any other failure to perform under the Lease and continuing until the failure set forth in the notice is cured, (iii) in the event three or more events of default, as defined in the Lease, occur during any twelve month period of the original term of the Lease or during any twelve-month period within any Option Period, regardless of whether such defaults are cured, or (iv) during any time that Tenant is not personally in possession of and conducting business in the leased premises. The period of time within which an option to extend may be exercised shall not be delayed, extended or enlarged by reason of Tenant's inability to exercise the option due to the provisions of this Section 7(b).

(c) For purposes of this Rider, "Year" means any 12-month period commencing at the beginning of an Option Period or any anniversary of the beginning of an Option Period.

COMPTON RENAISSANCE PLAZA
LEGAL DESCRIPTION
OF REAL PROPERTY

All of the Lots 2 through 6 and 8 through 12 in Block 1, and all of Lot 2 through 6 and 8 through 12 in Block 2, and all of Lots 1 through 4 and 7 through 10 in Block 3, as shown on the map of Wright's Addition to the Town of Compton, as recorded in Book 7, Page 55 of Miscellaneous Records, in the office of the County Recorder of said County, and those portions of Lot 5 and Lot 11 in said Block 3 lying Westerly of the following described line:

Commencing at the intersection of the Northerly line of said Lot 11 with the Westerly line of the Easterly 71.00 feet, as measured at right angles from the Easterly line of said lot; thence South 7° 27' 23" East, parallel with and 71.00 feet Westerly of said Easterly line 221.41 feet to the beginning of a tangent curve concave Westerly with a central angle of 0° 58' 04" and a radius of 4960.00 feet; thence Southerly along said curve, an arc distance of 83.79 feet to the Northerly right of way line of Compton Boulevard, 80.00 feet wide and the point of terminus.

And all of Lots 1, 2, 7 and 8 and the Westerly 50.00 feet of Lot 3 in Block 4 as shown on said map of Wright's Addition to the Town of Compton and Block "N" of Tract No. 3765 excepting the Easterly 26 feet thereof as recorded in Book 41, Pages 88 and 89 Maps of the said county and state together with those portions of Magnolia Street, Tamarind Avenue, that portion of Palmer Street, 50 feet wide, lying between the Northerly prolongation of the Westerly line of Lot 7, Block 4 of said map of Wright's Addition to the town of Compton and the Northerly prolongation of the Westerly line of the Easterly 26.00 feet of Lot 7 Block "N" as shown on Tract No. 3765, vacated by the City of Compton, a Municipal Corporation by Resolution No. 15525 and recorded May 2, 1988 as Instrument No. 88-602989 Official Records of said County.

Together with that portion of Palmer Street (formerly Terebinth Street) shown on said map of Wright's Addition to the Town of Compton in said city and state described as follows:

Commencing at the intersection of the Southerly prolongation of the Easterly right of way line of Tamarind Avenue, 60 feet wide, with the Easterly prolongation of the Southerly right of way line of Palmer Street, 50 feet wide; thence South 89° 55' 20" West along the said Southerly line 159.21 feet to a tangent curve concave Northwesterly with a central angle of 30° 0' 00" and a radius of 125.00 feet; thence Northeasterly along said curve, an arc distance of 65.45 feet; thence North 59° 55' 20" East 55.45 feet to a curve concave Northwesterly with a central angle of 7° 35' 49" and a radius of 75.00 feet; thence Northeasterly along said curve, an arc distance of 9.94 feet to a non-tangent point from which a radial line bears South 37° 40' 29" East, said point being at the intersection of said curve with the Easterly prolongation of the Northerly right of way line of said Palmer Street; thence North 89° 55' 20" East along said prolongation 37.66 feet to the said Southerly prolongation of Tamarind Avenue; thence South 3° 15' 00" East 50.08 feet along said Southerly prolongation to the point of beginning.

EXCEPT THEREFROM any portion thereof lying within the right of way of Compton Boulevard.

ALSO EXCEPT THEREFROM those portions of Lots 4, 5, 10 and 11 of Block 2 of said Wright's Addition to the Town of Compton described as follows:

Commencing at the center line intersection of Palmer Street, 60 feet wide, with the center line intersection of Willowbrook Avenue, 35 feet wide; thence North 89° 55' 20" East 330.05 feet along the center line of said Palmer Street; thence South 0° 05' 15" East 25.00 feet to the Southerly right of way line of said Palmer Street and the point of beginning; thence continuing South 0° 05' 15" East 227.73 feet; thence North 89° 54' 45" East 55.00 feet; thence North 0° 05' 15" West 227.73 feet to said Southerly right of way line; thence South 89° 55' 20" West 55.0 feet along said right of way line to the point of beginning.

ALSO EXCEPT from that portion of said land described in an instrument recorded January 31, 1985 as Instrument No. 85-117826 Official Records, all oil, gas, and other hydrocarbon substances in and under all of the above described real property, but without any right to penetrate, use or disturb said property within 500 feet of the surface thereof as reserved by Brett Mitchell Inc., a Corporation, in deed recorded January 31, 1985 as Instrument No. 85-117826 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded February 10, 1989 as Instrument No. 89-231207 Official Records, all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening or any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved by Ronald Barrett Bush, in deed recorded February 10, 1989 as Instrument No. 89-231207 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded July 30, 1986 as Instrument No. 86-965183 Official Records, all oil, gas and mineral substances, together with the right to explore for and extract such substances provided that the surface opening of any well, hole, shaft or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area as recorded in the Official Records of Los Angeles County, State of California, and shall not penetrate any part of said project area within 500 feet of the surface thereof, as reserved by Charles Davis, an unmarried man, by deed recorded July 30, 1986 as Instrument No. 86-965183 Official Records.

EXHIBIT B
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ALSO EXCEPT from that portion of said land described in an instrument recorded March 24, 1981 as Instrument No. 81-293290 Official Records, all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said land, together with the right to drill into, through, and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said land or other lands, but without, however, any right to use either the surface of said land or any portion of said land within 500 feet of the surface for any purpose or purposes whatsoever as reserved by William B. Phillips et al., in deed recorded March 24, 1981 as Instrument No. 81-293290 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded June 21, 1989 as Instrument No. 89-9905151 Official Records, all oil, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said land, together with the right to drill into, through, and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said lands but without, however, the right to use either the surface of said land or any portion of said land within 50 feet of the surface for any purpose or purposes whatsoever, as reserved by Pacific Southwest Realty, a Delaware corporation, in deed recorded June 21, 1989 as Instrument No. 89-9905151 Official Records.

ALSO EXCEPT that portion of said land described in an instrument recorded July 20, 1988 as Instrument No. 88-1143020 Official Records, all oil, gas, and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof in favor of Barnett Woods and Mary P. Woods, in final decree of condemnation recorded July 20, 1988 as Instrument No. 88-1143020 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded January 3, 1986 as Instrument No. 86-4995 Official Records, all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said land, together with the right to drill into, through, and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or mineral from said surface of said land or any portion of said land within 500 feet of the surface for any purpose or purpose whatsoever, as reserved by James Henderson in deed recorded January 3, 1986 as Instrument No. 86-4995 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded November 13, 1956 as Instrument No. 1400 Official Records, all oil, gas, and other hydrocarbon substance and mineral rights in and under said land, but without the right to enter upon the surface of said land for any purpose or to prospect for developing and providing any of such substances, as reserved by County of Los Angeles, a body Corporate and Politic, in deed recorded November 13, 1956 as Instrument No. 1400 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded February 23, 1988 as Instrument No. 88-467793 Official Records, all oil, gas, and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved by Greater Compton Y.M.C.A., a California Corporation, by final order of condemnation, recorded February 23, 1988 as Instrument No. 88-467793 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded April 30, 1971 as Instrument No. 379 Official Records, all minerals, below 500 feet as reserved by Albert L. Hermann, Melba E. Hermann and Helen C. Schroeder, as set forth in an instrument recorded April 30, 1971 as Instrument No. 379.

ALSO EXCEPT from that portion of said land described in an instrument recorded July 1, 1988 as Instrument No. 88-1048947 Official Records, all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved by Thomas A. Scott and Deloris Scott in final decree of condemnation recorded July 1, 1988 as Instrument No. 88-1048947 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded March 14, 1988 as Instrument No. 88-341736 Official Records, all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, in favor of United Brotherhood of Carpenters and Joiners of America, in final decree of condemnation recorded March 14, 1988 as Instrument No. 88-341736 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded June 30, 1989 as Instrument No. 89-1051606 Official Records, all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project

Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved by the United Brotherhood of Carpenters and Joiners of America, in deed recorded February 10, 1989 as Instrument No. 89-231206 Official Records and re-recorded June 30, 1989 as Instrument No. 89-1051606 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded April 11, 1975 as Instrument No. 3934 Official Records, all minerals and all oil, gas, and other hydrocarbon substances in and under said land below a depth of 500 feet, without the right of surface entry as reserved by Atlantic Richfield Company, a Corporation, in deed recorded April 11, 1975 as Instrument No. 3934.

ALSO EXCEPT from that portion of said land described in an instrument recorded July 20, 1988 as Instrument No. 88-1143020 Official Records, all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof in favor of Barnett Woods and Mary P. Woods, in final decree of condemnation recorded July 20, 1988 as Instrument No. 88-1143020 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded January 31, 1985 as Instrument No. 85-117827 Official Records, all oil, gas, and other hydrocarbon substances in and under said land but without any right to penetrate, use or disturb said property within 500 feet of the surface thereof, as reserved by Brett Mitchell, Inc., a Corporation, by deed recorded January 31, 1985 as Instrument No. 85-117827 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded July 17, 1981 as Instrument No. 81-712933 Official Records, all oil, gas, hydrocarbon and substances and minerals of every kind and character, lying more than 500 feet below the surface of said land, together with the right to drill into, through, and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said land or other lands, but without, however, any right to use either the surface of said land or any portion of said land within 500 feet of the surface for any purpose or purposes whatsoever, as reserved by Greater Compton, Y.M.C.A., a Corporation, in deed recorded July 17, 1981 as Instrument No. 81-712933 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded June 21, 1989 as Instrument No. 89-990517 Official Records, all oil, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said land, together with the right to drill into, through and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said lands but without, however, the right to use either the surface of said land or any portion within 500 feet of the surface for any purpose or purposes whatsoever, as reserved by Paraskevas Karpouzis, an unmarried man, in deed recorded June 21, 1989 as Instrument No. 89-990517 Official Records.

ALSO EXCEPT from that portion described in an instrument recorded June 21, 1989 as Instrument No. 89-990516 Official Records, all oil, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said land, together with the right to drill into, through and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said lands but without, however, the right to use either the surface of said land or any portion of said land within 500 feet of the surface for any purpose or purposes whatsoever, as reserved by Darryl J. Tillman, in deed recorded June 21, 1989 as Instrument No. 89-990516 Official Records.

ALSO EXCEPT from that portion of said land described in an instrument recorded March 20, 1990 as Instrument No. 90-548057 Official Records, for all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved by David A. Hall and Betty L. Hall, husband and wife as joint tenants, by final order of condemnation, recorded March 20, 1990 as Instrument No. 90-548057 Official Records.

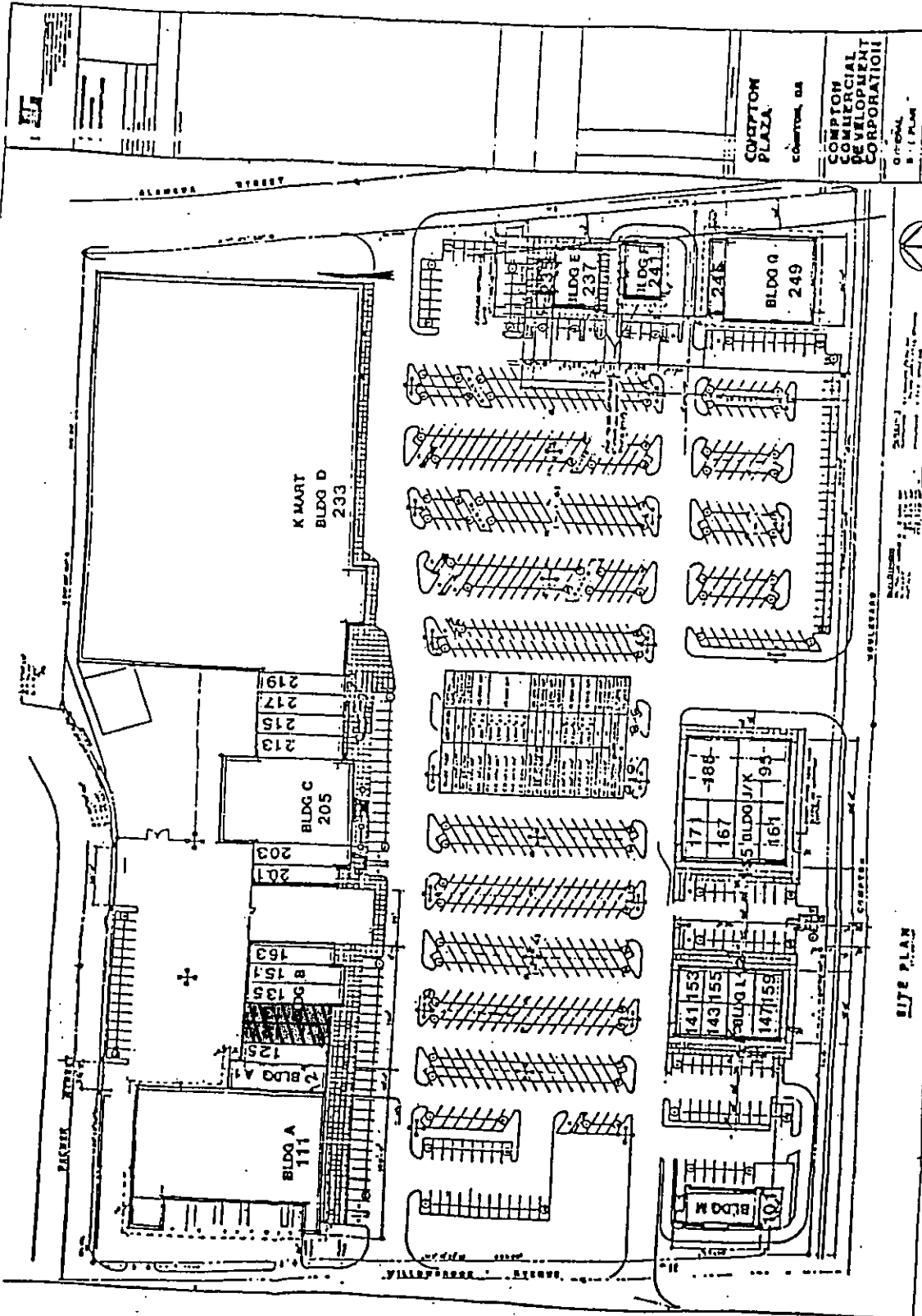
ALSO EXCEPT from that portion of said land described in an instrument recorded April 3, 1990 as Instrument No. 90-639630 Official Records for all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, shaft or other means of exploring for, reaching or extracting such substances shall not be located within the Walnut Industrial Park Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved by Betty K. Murphy, an unmarried woman, by final order of condemnation, recorded April 3, 1990 as Instrument No. 90-639630 Official Records.

EXHIBIT B

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EXHIBIT A

SITE PLAN OF SHOPPING CENTER
LOCATION OF LEASED PREMISES



**COMPTON RENAISSANCE PLAZA
RULES AND REGULATIONS
FOR SHOPPING CENTER LEASE**

Tenant shall observe the following Rules and Regulations, and shall be responsible for observance thereof by Tenant's employees, agents, clients, customers, guests and invitees.

A. GENERAL RULES

1. The sidewalks, plazas, entrances, passages, courts, vestibules, stairways, corridors and halls shall not be obstructed or used for any purpose other than ingress and egress.
2. No awning, canopy or other projection shall be attached to the outside walls of any building, nor to the interior corridor walls or common areas, and no curtains, blinds, shades, screens or other window coverings shall be attached to or hung in, or used in connection with, any window or door of the leased premises without the prior written consent of the Landlord.
3. The toilets, urinals, bowls and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no foreign substance shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused the same.
4. No Tenant shall mark, paint, drill into, or in any way deface any part of the leased premises or the Shopping Center. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.
5. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the leased premises. No cooking shall be done or permitted by any tenant on the leased premises, unless ancillary to a restaurant or food serving use of the leased premises specifically authorized in the tenant's lease, except that use by Tenant and its employees of Underwriters' Laboratory approved equipment for brewing coffee, tea and similar beverages shall be permitted, and the use of a microwave shall be permitted, provided that such equipment is installed and operated in accordance with applicable law.
6. The leased premises shall not be used for manufacturing, warehousing or for the wholesale sale of merchandise, unless expressly permitted otherwise in the Lease. No Tenant shall occupy or permit any portion of its leased premises to be occupied as an office for a public stenographer or typist. No Tenant shall engage or pay any employees on the leased premises except those actually working for the business being conducted by Tenant on the leased premises.
7. No tenant, nor any tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the leased premises any inflammable, combustible, explosive or hazardous fluid, chemical or substance.
8. Each tenant shall, upon the termination of its tenancy, return to the Landlord all keys furnished to Tenant by Landlord and, if Tenant has replaced any existing locks or mechanisms or installed additional locks at the leased premises, Tenant will deliver to Landlord all keys obtained by Tenant for such replacement and/or additional locks; and in the event Tenant fails to deliver any keys furnished by Landlord or otherwise obtained by Tenant, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks operated by such lost key if Landlord shall deem it necessary to make such change.
9. All removals of, or the carrying in or out of, any freight, furniture, computers, equipment, or bulky matter of any description must take place only after previous notice to the Landlord during the hours and in the manner which the Landlord may determine from time to time. Tenant shall take all necessary precautions to protect the building and common areas from damage caused by such activity, and shall pay all costs resulting from such damage. Tenant shall not overload the floors so that an undue stress or strain is put on any part of the building; and upon the decision of a competent engineer selected by Landlord that an undue stress or strain on any part of the building exists, which decision shall be binding upon both parties, Tenant shall immediately relieve said stress in a manner satisfactory to Landlord.
10. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Shopping Center, and upon written notice from Landlord any tenant shall refrain from or discontinue such advertising.

11. All heavy equipment shall be placed by tenants in their leased premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance, if requested by Landlord.

12. Landlord reserves the right to refuse access to or expel from the Shopping Center any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Shopping Center and/or its occupants, to be under the influence of alcohol or drugs, or to be in violation of these Rules and Regulations.

13. In case of invasion, mob, riot, public disturbance or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to deny access to the Shopping Center during the continuance of same by such measures as Landlord deems appropriate, including closing entrances to the Shopping Center.

14. No tenant, employee or invitee shall go upon the roof of any building. Tenant shall not install any antenna, satellite dish, loudspeaker or other device on the roof or exterior wall of any building.

15. Tenant shall not suffer or permit smoking or carrying of lighted pipes, cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.

16. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.

17. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.

18. Tenant acknowledges the risks of theft and vandalism and agrees to keep its leased premises locked and other means of entry closed when Tenant leaves the leased premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure effective and efficient operation of heating and air conditioning and other utilities and services.

20. Tenant shall entirely shut off all water faucets or other water outlets, and electricity, gas and air outlets before leaving the leased premises, except for minimal continual lighting for security purposes. Tenant shall be responsible for any damage or injury that Landlord or other tenants or occupants sustain due to violation of this rule.

21. The requirements of Tenant will be attended to only upon appropriate application by an authorized individual to the property management office for the Shopping Center. Employees of Landlord or its property manager are not required to perform work or do anything beyond their normal duties unless under special instructions from Landlord or its property manager; and no employee of Landlord or its property managers is required to admit any persons (Tenant or otherwise) to any leased premises without special instructions from Landlord.

22. Landlord reserves the right to waive any one of these Rules or Regulations, and/or as to any particular tenant; and any such waiver shall not constitute a waiver of any other Rule or Regulation or any subsequent application thereof to such tenant.

23. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as, in Landlord's judgment, may from time to time be necessary for the management, safety, care and cleanliness of the Shopping Center, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant or to any other person for the non-observance or violation of the Rules and Regulations by any other tenant or other person. Landlord shall apply rules to all tenants in a nondiscriminatory fashion.

Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the leased premises. Tenant at all times agrees to abide by any additional Rules and Regulations which are ordered or requested by any governmental authority.

B. PARKING RULES

1. Parking facilities shall be used only for parking by vehicles not longer than full size, passenger automobiles, pick-up trucks and vans.

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded, or parked in areas

other than those designated by Landlord for such activities. Parking is prohibited in the following areas:

- (a) Those not striped for parking.
- (b) Delivery, loading and refuse pick-up areas, which are reserved exclusively for such purposes.
- (c) Aisles.
- (d) Where no parking signs are posted.
- (e) Ramps.

3. Users of the parking facilities shall obey all posted signs and park only in the areas designated for vehicle parking.

4. Unless otherwise instructed, every person using the parking facilities is required to park and lock his own vehicle. Landlord shall not be responsible for any theft of or vandalism or damage to vehicles or their contents, injury to persons or loss of property, all of which risks are assumed by the party using the parking facilities.

5. The maintenance, washing, waxing or cleaning of vehicles in the parking facilities or common areas is prohibited.

6. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

7. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

8. The speed limit in the parking areas shall be ten miles per hour or as otherwise posted.

9. Landlord shall have the right to tow and remove any vehicles left in the parking facilities overnight and any vehicle abandoned in the parking facilities.

10. Landlord may close and prohibit access to or use of the parking facilities by gates, chains or other means during all hours other than the business hours established by Landlord for the Shopping Center.

11. Landlord may at any time charge fees for vehicle parking and/or institute a system of gated entry and parking validation.

12. Landlord may at any time reconfigure, redesign, relocate, increase or reduce the parking facilities, provided that Landlord at all times maintains parking for the Shopping Center as required by applicable law.

13. Landlord reserves the right to modify these Rules and Regulations and/or adopt such other reasonable and non-discriminatory Rules and Regulations as it may deem necessary for the proper operation of the parking facilities.

EXHIBIT D

Page 3 of 3

RYAN & ASSOCIATES
ATTORNEYS AT LAW

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TELEPHONE (213) 689-0899
FACSIMILE (213) 689-0881

WRITER'S EMAIL:

gryan@ryan-lawfirm.com

January 21, 2011

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

Re: Proof of Claim for Debtor Urban Brands, Inc.

To whom it may concern,

Please find enclosed one (1) original and two (2) copies of the proof of claim for Debtor Urban Brands, Inc. from Creditor Compton Commercial Development Renaissance Plaza, LLC. Please file and return a stamped proof of claim in the Fedex envelope enclosed.

Very truly yours,

GREGORY R. RYAN

GRR:fh