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VOL 892 PAGE 629

SECOND LULWORTH PROPERTIES, INC.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of the 15th day of June, 1970 by and between SECOND LULWORTH PROPERTIES INC., a Delaware corporation, having an address in care of The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware (the "Lessor"), and Greenville S.C. Robert Hall Clothes Corp. (the "Lessee"), having an address at 333 West 34th Street, New York, New York.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a lease dated as of the date hereof (the "Lease") in which Lessor has let and demised to Lessee, the premises described in Schedule A annexed hereto (which premises are identically described in Schedule A annexed to the Lease), and Lessor has therein granted and created in favor of Lessee, certain options to purchase said premises and certain other rights to acquire the same, a copy of the Lease being held by The National Shawmut Bank of Boston, as the assignee of Lessor, at its office at 40 Water Street, Boston, Massachusetts.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum of Lease which is to be recorded in order that third parties may have notice of the estate of Lessee and of the existence of the Lease.

NOW, THEREFORE, Lessor, in consideration of the rents and covenants provided in the Lease of the premises particularly described in Schedule A annexed to and made a part hereof, to be paid and performed by Lessee, does hereby let and demise unto Lessee, and Lessee does hereby lease and hire from Lessor, said premises described in Schedule A hereto, together with all buildings, structures and other improvements constructed thereon and all easements, rights and appurtenances thereto.

The basic term of the Lease shall begin on the 26th day of June, 1970 and shall end at midnight on the 31st day of March 2001. Lessee may at its option extend the basic term of the Lease for as many as six (6) additional extended terms of five (5) years each, on the terms and conditions set forth in the Lease. The date by which the option to extend the basic term for the final five (5) year period must be exercised is midnight, the 31st day of October 2026. The Lessee shall have the right at any time during the term of the Lease to alter any buildings or structures upon the premises thereby leased, as set forth in Articles 10 and 11 of the Lease. Lessee shall have the separate limited options to purchase said premises under the terms and conditions set forth in Articles 7, 16 and 18 of the Lease. The options to purchase set forth in Articles 7, 16 and Subparagraph (ii) of Article 18(a) are exercisable during the basic term, the option set forth in Subparagraph (i) of Article 18(a) is exercisable during any term of the Lease and the option set forth in Subparagraph (iii) of Paragraph 18(a) is exercisable during any term of the Lease but only after the expiration of 10 years from the commencement thereof.

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