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LEASE TERMINATION AGREEMENT

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This Lease Termination Agreement made as of the 29th day of March 1989, by and between American National Bank & Trust Company of Chicago, as trustee under Trust Agreement dated October 5, 1959, and known as Trust No. 14834 (hereinafter referred to as "American") and Zayre Illinois Corp., a Delaware Corporation (hereinafter referred to as "Zayre").

WITNESSETH:

WHEREAS, on October 19, 1960 American, as Landlord, and Zayre Corp., a Massachusetts Corporation, as Tenant, entered into a lease for certain demised premises as therein defined within a shopping center known as the Market Place at the southeast corner of Golf Road and Elmhurst Road in Des Plaines, Illinois, said shopping center being located on the land described in Exhibit A attached hereto; and

WHEREAS, on June 30, 1967 American and Zayre of Illinois Inc., an Illinois corporation, as permitted assignee of the interest of Zayre Corp. in the aforesaid lease, entered into an amendment of said lease entitled "Amendment A"; and

WHEREAS, there was recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on February 17, 1961, as Document No. 18088818, an Indenture of Lease with respect to the said lease of October 19, 1960, and on March 13, 1968, as

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Document No. 20429841, an amendment with respect to said Amendment A; said lease, Amendment A and the recorded documents all hereinafter collectively referred to as the "Lease"; and

WHEREAS, by written notice dated July 24, 1981 addressed to American, Zayre Corp., representing itself to then hold the Tenant's interest under the Lease as permitted assignee, exercised the Tenant's option thereunder to extend the term of the Lease for ten (10) years commencing August 1, 1982; and

WHEREAS, Zayre, representing itself as the current permitted assignee of the Tenant's interest under the Lease, and American desire to accelerate the termination of the term of the Lease upon the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the premises and the payment by, or on behalf of, American to Zayre of the sum of Twenty-Five Thousand Dollars (\$25,000) at the execution hereof, the parties hereby agree as follows:

1. The term of the Lease, including any exercised or unexercised options of the Tenant thereunder to extend or renew the same, shall terminate on ^{MAY 15} ~~April 30~~, 1989 with the same force and effect as if said date was initially set forth in the Lease as the final termination date of the term thereof.

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2. Zayre shall continue to pay to Rubloff Inc., as agent for American, monthly rent in advance, and all other payments and charges due from Tenant, to and as of the end of the term, as accelerated to ~~April 30~~^{MAY 15}, 1989, all as provided in the Lease.

3. That American will pay, or cause to be paid, to Zayre the sum of Seventy-Five Thousand Dollars (\$75,000) in three (3) installments of Twenty-Five Thousand Dollars (\$25,000) each, payable on August 1, 1989, November 1, 1989 and ~~February 1~~^{JANUARY 15}, 1990; but that American shall have the right to set-off and deduct from any such installment amounts then due and unpaid from Zayre as Tenant under the Lease.

4. Zayre covenants and agrees that it will on or before ~~April 30~~^{MAY 15}, 1989, surrender possession of the demised premises to American as provided in the Lease, and in "broom clean" condition, and Zayre hereby gives, grants, and surrenders onto American, its successors and assigns, the demised premises and all of its rights, title and interest therein, to have and to hold onto American, its successors and assigns, effective after ~~April 30~~^{MAY 15}, 1989 or the date possession is surrendered, if sooner.

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5. That the other terms and conditions of the Lease will continue in full force and effect subject to the accelerated termination of the term thereof on ~~April 30~~, 1989.

6. Zayre hereby represents, covenants and warrants to American that it is now, and executes this instrument as, the true, sole and properly documented permitted assignee of the interest of the Tenant under the Lease; that it is fully authorized and empowered to act and enter into this agreement for the uses and purposes herein set forth and further hereby covenants that neither it, nor any predecessor in interest as Tenant under the Lease, has done or suffered anything to be done whereby the demised premises have been encumbered in any way whatsoever (including the subletting of all or part of the demised premises or undisclosed assignment of the Lease), nor shall the demised premises be in any way so encumbered on or after the termination of the term of the Lease on ~~April 30~~, 1989.

7. Zayre agrees to sign, or cause to be signed and delivered, any documents required to evidence of public record, or to satisfy any subsequent tenant of the demised premises, or other interested party, that the

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term of the Lease has ended on ~~April 30~~^{MAY 15}, 1989 and
Zayre, its predecessors, successors and assigns have no
further interest in the demised premises thereafter.

8. Zayre covenants and agrees to protect, indemnify and hold harmless American, its beneficiaries, agents and successors, from and against all liabilities, losses, claims, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against American, its beneficiaries, agents and/or successors, by reason of anyone claiming an interest in the demised premises or under the Lease, after ~~April 30~~^{MAY 15}, 1989, as a result of any action or default by, or any occurrence, event, or proceeding effecting, a person or entity which had, or claimed or is alleged to have had, a Tenant's interest under the Lease.

9. This Lease Termination Agreement contains the entire agreement between the parties with respect to the matters contained herein and cannot be changed, modified or amended unless in writing and executed by the party against whom the enforcement of the change, modification or amendment is sought.


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10. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

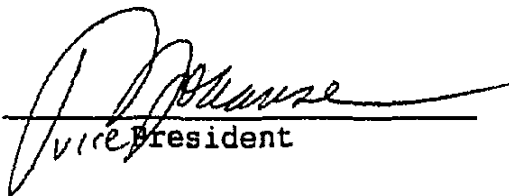
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals hereto affixed as of the day and year first above written.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be incurred or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, provisions, representations or warranties contained in this instrument.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but as Trustee as aforesaid,



Asst Secretary

By: 

Vice President

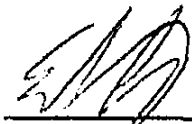
(CORPORATE)
(SEAL)

ZAYRE ILLINOIS CORP.

ATTEST:



Asst. Secretary

By: 

VICE President
EARL SPECTOR

(CORPORATE)
(SEAL)

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I KAREN E. BURNS

a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, That Peter H. Johansen ^{Sec}
Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, a national banking association, and
Claire Rosati Feley, Assistant Secretary of said
national banking association, personally known to me to be the
same persons whose names are subscribed to the foregoing
instrument as such ^{Second} Vice President and
Assistant Secretary, respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said
instrument as their own free and voluntary acts, and as the free
and voluntary act of said national banking association, as
Trustee, for the uses and purposes therein set forth; and the
said Assistant Secretary did also then and there acknowledge that
he, as custodian of the corporate seal of said national banking
association to said instrument as his own free and voluntary act,
and as the free and voluntary act of said national banking
association, as Trustee, for the uses and purposes therein set
forth.

APR 13 1989

Given under my hand and Notarial Seal this _____
day of _____, 1989.

Karen E. Burns
Notary Public

My commission expires _____



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STATE OF Connecticut)
COUNTY OF Hartford) ss. Rocky Hill

I Sherry A Russo

a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that Earl Spector
personally known to me to be the Vice President of
ZAYRE ILLINOIS CORP, a Delaware corporation, and
Angelina M. Spoto personally known to me to be the
Assistant Secretary of said corporation, and personally
known to me to be the same persons whose names are subscribed to
the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such Vice
President and Assistant Secretary, they signed and
delivered the said instrument and caused the corporate seal of
said corporation to be affixed thereto, pursuant to authority
given by the Board of Directors of said corporation, as their
free and voluntary act, and as the free and voluntary act and
deed of said corporation, for the uses and purposes set forth.

Given under my hand and Notarial Seal this 29th
day of March, 1989.

Sherry A Russo
Notary Public

My Commission Expires Mar. 31, 1992

My commission expires _____

This document prepared by Donald S. Petersen, One First National
Plaza--2600, Chicago, Illinois 60603.

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EXHIBIT A

Exhibit A attached to and forming a part of the Lease Termination Agreement dated March 29, 1989, by and between AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO, As Trustee under Trust Number 14834 and ZAYRE ILLINOIS CORP.

LEGAL DESCRIPTION OF SHOPPING CENTER PROPERTY:

Lot 19, except the South 266.00 feet thereof, as measured perpendicular to the South line, and also excepting the East 367.88 feet thereof, as measured perpendicular to the East line, lying North of the aforementioned South 266.00 feet, in Owner's Subdivision of Section 13, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, also excepting the Pure Oil Company property described as a portion of Lot 19, in Owner's Subdivision of Section 13, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, being more particularly described as follows: Beginning at the point where the North Line of the aforesaid Lot 19 intersects the West Line of the aforesaid Section 13, thence running East along the North Line of said Lot 19 a distance of One Hundred Ninety (190) feet, thence running South along a line drawn parallel to the West Line of said Section 13 a distance of One Hundred Ninety (190) feet, thence running West along a line drawn parallel to the North line of said Lot 19 a distance of One Hundred Ninety (190) feet, thence running North along the West Line of said Section 13 to the point of beginning.

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GUARANTEE

In consideration of One Dollar (\$1.00) and other good and valuable considerations paid by, or on behalf of, American National Bank & Trust Company of Chicago, as trustee under Trust Agreement dated October 5, 1959, and known as Trust No. 14834 (hereinafter referred to as "American"), to the undersigned, Ames Department Stores, Inc., a Delaware corporation, the sole shareholder of Zayre Illinois Corp., a Delaware corporation (hereinafter referred to as "Zayre"), does hereby guarantee to faithful payment, performance and discharge by Zayre of each of the provisions, conditions, obligations, representations, covenants and warranties of the Lease Termination Agreement dated March 29, 1989 between American and Zayre to which this Guarantee is attached, or any other instrument given or executed in pursuance thereof.

IN WITNESS WHEREOF, the undersigned has caused these presents to be subscribed by its Executive Vice President and its corporate seal to be affixed and attested by its Assistant Secretary by express authority of its Board of Directors, this 29th day of March, 1989.

ATTEST:

AMES DEPARTMENT STORES, INC.

[Signature]
Secretary
(CORPORATE)
(SEAL)

By: [Signature]
Exec. Vice President
EARL SPECTOR

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STATE OF Connecticut
COUNTY OF Hartford

ss. Rocky Hill

I Sherry A Russo

a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that Earl Spector
personally known to me to be the Exec. Vice President of
AMES DEPARTMENT STORES, INC., a Delaware corporation, and
Decky Oiko personally known to me to be the
Assistant Secretary of said corporation, and personally
known to me to be the same persons whose names are subscribed to
the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such Exec. Vice
President and Assistant Secretary, they signed and
delivered the said instrument and caused the corporate seal of
said corporation to be affixed thereto, pursuant to authority
given by the Board of Directors of said corporation, as their
free and voluntary act, and as the free and voluntary act and
deed of said corporation, for the uses and purposes set forth.

Given under my hand and Notarial Seal this 29th
day of March, 1992.

Sherry A Russo
Notary Public

My Commission Expires Mar. 31, 1992

My commission expires _____

This document prepared by Donald S. Petersen, One First National
Plaza--2600, Chicago, Illinois 60603.

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COOK COUNTY RECORDER
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MAIL TO:

Donald Peterson
Sidley & Austin
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Suite 2600
Chicago IL 60613