

AMENDMENT TO LEASE Expansion of Premises and Modification of Lease

THIS AMENDMENT TO LEASE ("Amendment") is made this ___ day of _____, 2011, by and between TOWNE SOUTH REALTY, LLC a Florida limited liability company ("Landlord") and CITI TRENDS, INC., a Delaware corporation ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Shopping Center Lease dated July 5, 2005, (the "Lease") for the purpose of leasing space occupied by Tenant (the "Demised Premises") in the Towne South Shopping Center, Tallahassee, Florida, said Demised Premises being more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to expand the Premises with the addition of 675 square feet; and to modify and amend certain terms and provisions of the Lease.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1 **Defined Terms.** Except as otherwise specifically provided herein, all terms defined in the Lease and identified herein by initial capital letters shall have the same meaning herein as are ascribed to such terms in the Lease.
- 2 **Expansion Area.** Effective on the date this Amendment is executed by both Landlord and Tenant and Landlord delivers the Expansion Area to Tenant (the "Expansion Area Delivery Date"), Landlord to provide the space as is. The Tenant is responsible for all improvements.
 - (a) Landlord hereby leases to Tenant the premises shown on Exhibit D.1 to this Amendment containing 675 square feet (the "Expansion Area") on the terms and conditions set forth in this Amendment; (b) the Expansion Area and the existing Premises shall be collectively referred to as the "Leased Premises"; (c) Section 1 and Exhibit A to the Lease shall be amended to include the Expansion Area; and (d) Exhibits D.1, D.2 and D.3 to the Lease are deleted in their entirety and replaced by Exhibits D.1, D.2 and D.3 to this Amendment.
3. **Expansion Area Rent Commencement Date; Rent and Other Charges.** The "Expansion Area Rent Commencement Date" shall be one hundred twenty (120) days after the Expansion Area Delivery Date. Effective on the Expansion Area Commencement Date, Sections 3(b) is deleted in its entirety and replaced by the following:

"In the first option period, the Annual Base Rent shall be Fifty Seven Thousand Twenty Nine Dollars and 15/100 (\$57,029.15) and, in the event that Tenant elects to exercise its second option to extend this Lease for an additional five (5) years, the Annual Base Rental during the second option term shall be Sixty Two Thousand Seven Hundred Thirty Dollars and 79/100 Dollars (\$62,730.79)."

- 1 **Contingency.** Tenant's obligations under this Amendment are contingent upon Landlord's approval of Tenant's new building sign, building elevation and pylon sign requested by letter dated May _____, 2011.
- 2 **Miscellaneous.** The captions contained herein are for convenience and reference only, and shall not be construed as in any manner limiting or amplifying the terms and provisions of the Lease to which they refer. In the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall prevail and control.
- 3 **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
- 4 **Reaffirmation.** Except as expressly amended hereby, the terms and provisions of the Lease shall continue in full force and effect, and Landlord and Tenant each hereby ratify and confirm the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date set forth below.

WITNESS:
Jack Deutsch

LANDLORD:

TOWNE SOUTH REALTY, LLC, a Florida
 limited Liability Company

By: Shirley Eckstein
 Print Name: Shirley Eckstein
 Title: Managing member

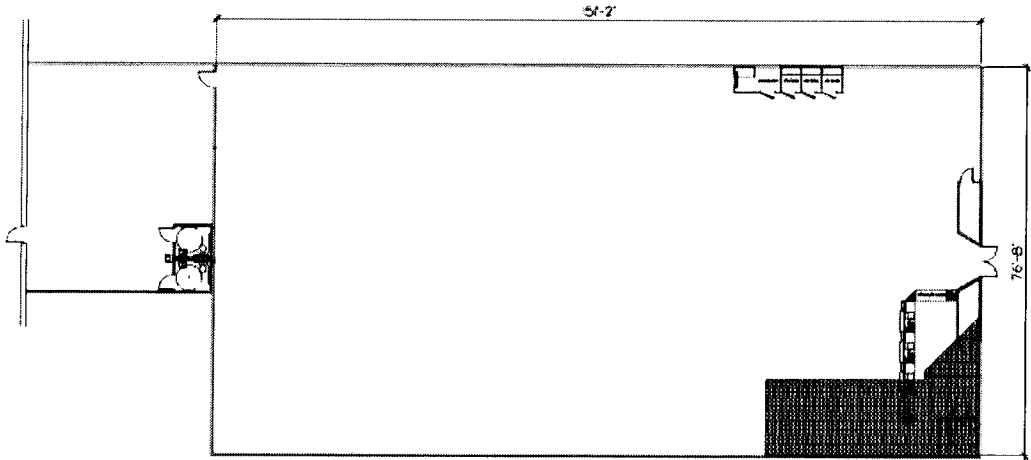
TENANT:

CITI TRENDS, INC., a Delaware corporation

By: _____
 Steven J. Horowitz
 Senior Vice President, Real Estate &
 Construction

Exhibit D.1

Exhibit D.2



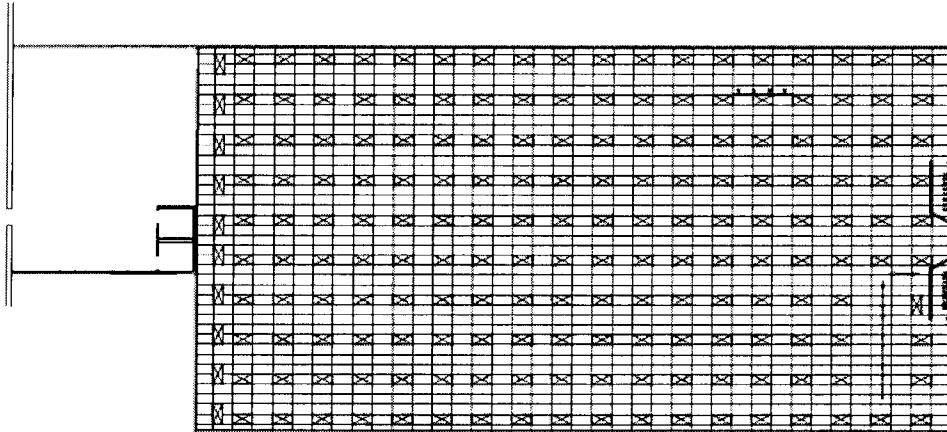
DATE	
DRAWN	
REVISIONS	
DATE	
BY	
NO.	
SELLING S. F.	0000
SALES S.F.	1,589
GROSS S.F.	2,751
STORE NO.	112
TOWNE SOUTH & C.	
TALLAHASSEE, FL	CON
ATTRENDS	
ATTRENDS, INC.	
204 COLUMBIA BLVD	
SAVANNAH, GA	
30408	
EXHIBIT	
SHEET TITLE	
BUILDING PLAN	
NO SCALE	
SCALE	
SHEET NUMBER	
A 11	

Tenant's Reflected Ceiling Plan

NOTES

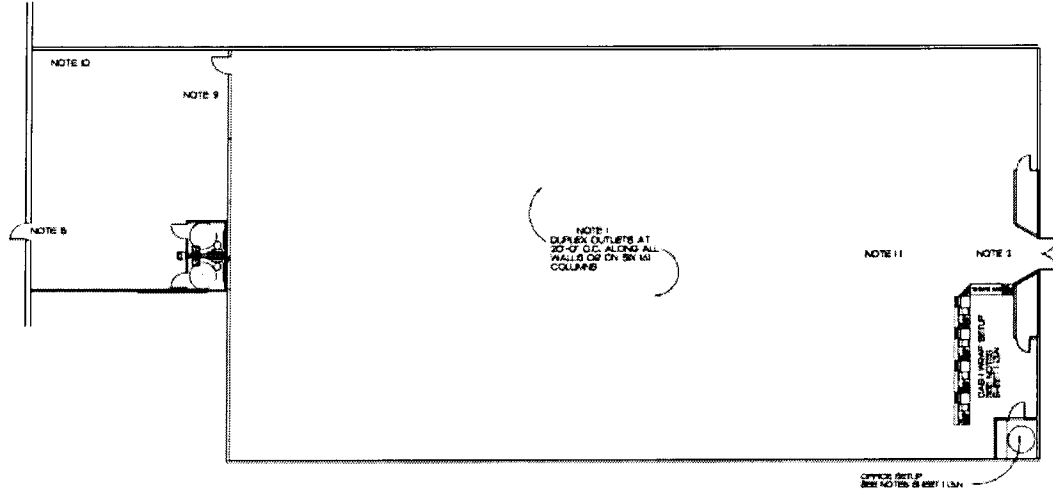
1. 2' X 4' LAYIN CEILING SHALL BE 11-6 AFF
2. LIGHTS SHALL BE 2' X 4' LAYIN WITH T-8 ENERGY EFFICIENT LAMPS AND ACQUIC LENS.
3. LIGHT PATTERN SHOWN IS:
 CEILING FLOOR - ONE (1) FIXTURE PER 50 SQ. FT. MINIMUM
 STOCK ROOM - ONE (1) FIXTURE PER 100 SQ. FT. MINIMUM


CEILING LEGEND	
	2' X 4' LAY-IN MATTE ACOUSTIC TILE CEILING - GRID 1' X 6' AFF
	2' X 4' LAY-IN FLUORESCENT LIGHT FIXTURE
	TRACK LIGHT STRIP WITH DIRECTIONAL HEADS
	TRACK LIGHT STRIP WITH PENDANT HEADS
	4'-0" LONG SUSPENDED FLUORESCENT STRIP LIGHT



DATE 05/08/11 REVISIONS *
STORE NO. 112 TOWNE SOUTH & G. TALLAHASSEE, FL 32309
TRENDS CITY TRENDS, INC. 2010 COLLEMBAR BLVD. DUNWOODY, GA 30338
EXHIBIT _____
SHEET TITLE CEILING PLAN
NO SCALE SCALE
SHEET NUMBER 112

Exhibit D.3



DATE 05/03/11	REVISIONS *				
STORE NO. 12		TOWNE SOUTH & C.		TALLAHASSEE, FL con	
		EXHIBIT			
SHEET TITLE POWER PLAN					
NO SCALE					
SCALE					
SHEET NUMBER 113					



VIA EMAIL: nystrom@talcor.com

Mr. James L. Nystrom
Towne South Realty, LLC
c/o Talcor Comm'l R.E. Services, Inc.
1018 Thomasville Road, Suite 200A
Tallahassee, FL 32303

RE: Citi Trends #0112
Towne South S/C
Tallahassee, FL

Dear James:

Citi Trends is updating its graphics and store features in all of its new stores and a select group of existing stores, which includes its store at Towne South Shopping Center. This updated look includes a new logo, which will be installed on the exterior of the store and pylon. We have enclosed the plans for the new sign graphics, as well as information about the new store look. Please approve the new signage and the store elevation by signing the enclosed copy of this letter where indicated below, initialing the plans, and returning the letter and the plans to my attention via fax or email. Please also sign and return three copies of the enclosed lease amendment, which adds ~~450~~ ⁶⁷⁵ sq. ft. to square off the Premises per our discussion, via overnight mail.


Thank you. We look forward to continued success at Towne South Shopping Center.

Sincerely,
CITI TRENDS, INC.

Simone Cabeza
Real Estate Manager

Approved:

Towne South Realty, LLC

By: 
Name: JAMES NYSTROM
Its: 675 sq. ft.

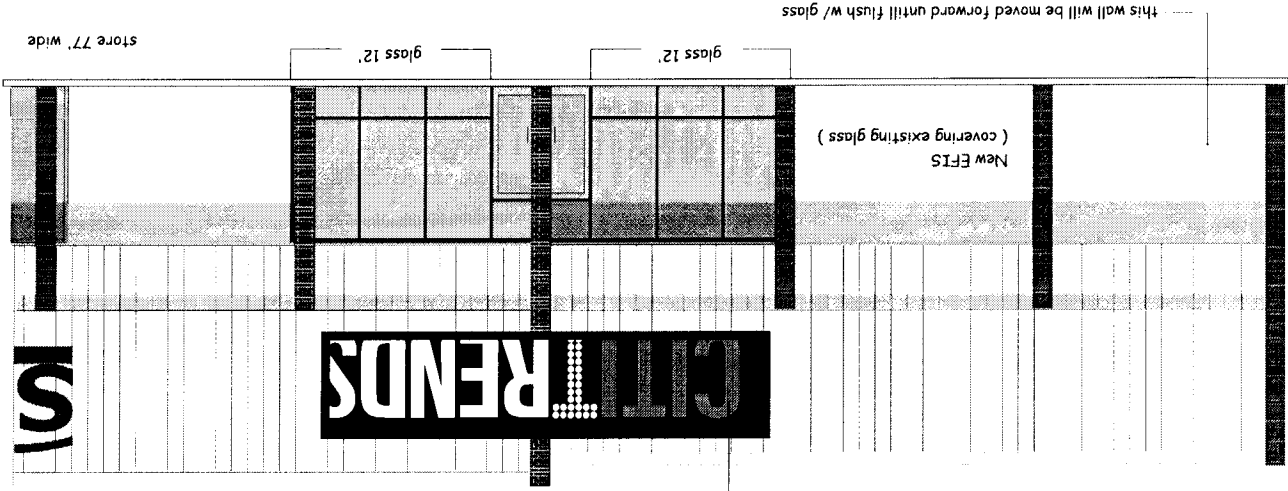
building

sign drawing

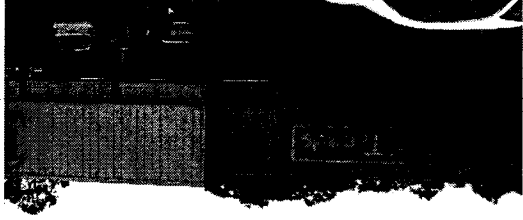
Revision 1 5/2/11

Job summary: - One building sign
- One roadside pylon

6'9" high x 28'3" black background area
5' high channel letters



SIGN CODE - Multiply liner store footage x 2.5
Sq ft allowed 192 / this sign uses 191.

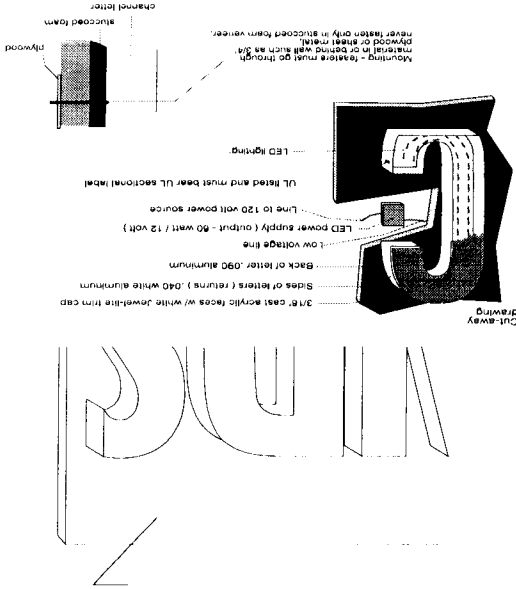


Citi Trends Store # 112
Town South S/C
2525 S. Monroe St., Unit 18-B
Tallahassee, FL 32301

CITITRENDS

- Channel letters mounted without face-way
- LED lighting
- Aluminum backs and sidewall w/ acrylic faces
- UL listed electrical
- 9 year translucent vinyl graphics

Cutaway drawing



black EFIS or ALUMINUM area behind channel letters

brandrite
SIGN COMPANY

803-533-7446
311 1/2m C Raleigh Drive
Orangeburg SC 29115
Linford Oberholzer
11@brandrite.com
Mobile 803-707-4512

roadside pylon sign drawing

Revision 1 5/2/11

Job summary: - One building sign
- One roadside pylon

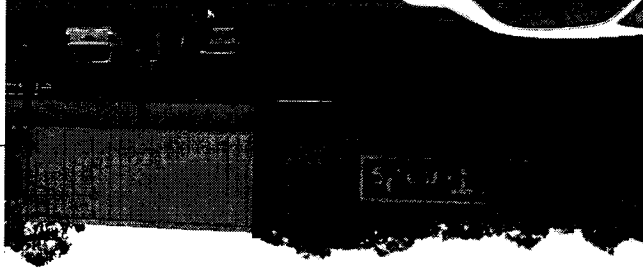


Supply and install new graphics on existing
double sided pylon:

(replace plastic faces only if necessary)

- 2' high x 12' wide

- 9 year translucent vinyl graphics.



Citi Trends Store # 112
Town South S/C
2525 S. Monroe St. Unit 18-B
Tallahassee, FL 32301

brand|rite
SIGN COMPANY INC.

803-533-7446
313 John C Calhoun Drive
Orangetown SC 29115
Linford Oberholzer
lin@brandrite.com
Mobile 803-707-4512