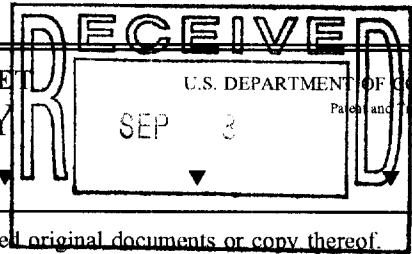


09-10-1998



100825394

2 SHEETS
ONLY



Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): SM ACQUISITION, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (Florida)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: Jericho State: New York ZIP: 11753

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: May 27, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/271,865; 75/271,870; 75/271,866
(see attached Schedule 4)

B. Trademark Registration No.(s) 2,043,134; 2,013,733; 1,983,910; 1,983,911; 2,110,575; 2,004,927; 2,011,206 (see attached Schedule 4)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$265

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond M. Maiello, Esq.
Name of Person Signing

[Signature]
Signature

9/3/98
Date

Total number of pages comprising cover sheet: 2

09/10/1998 SSMITH 00000024 75271865

01 FC:481
02 FC:482

40.00 00
225.00 00
Documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1785 FRAME: 0558

SUPPLEMENT TO
SUBSIDIARIES GUARANTEE AND SUBSIDIARIES SECURITY AGREEMENT

SUPPLEMENT, dated as of May 27, 1998, made by SM Acquisition, Inc., a Florida corporation (to be merged with and into Spec's Music, Inc., the "Additional Grantor"), in favor of THE CHASE MANHATTAN BANK, a New York banking corporation, as agent (in such capacity, the "Agent") for the several lenders (the "Lenders") from time to time parties to the Credit Agreement referred to below. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

W I T N E S S E T H :

WHEREAS, Camelot Music, Inc. (the "Borrower"), the Lenders and the Agent are parties to the Revolving Credit Agreement, dated as of January 27, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the execution of the Credit Agreement, the then existing Subsidiaries of the Borrower entered into (a) the Subsidiaries Guarantee, dated as of January 27, 1998 (as heretofore amended, supplemented or otherwise modified, the "Subsidiaries Guarantee"), and (b) the Subsidiaries Security Agreement, dated as of January 27, 1998 (as heretofore amended, supplemented or otherwise modified, the "Subsidiaries Security Agreement"), each in favor of the Agent for the benefit of the Lenders;

WHEREAS, pursuant to subsection 6.7 of the Credit Agreement, if any Loan Party forms or creates any Subsidiary on or after the Closing Date, such new Subsidiary is required to become a Loan Party and (a) guarantee repayment of the Loans and all of the Borrower's other obligations under the Credit Agreement and the other Loan Documents, (b) grant a security interest in substantially all of its personal property to secure its obligations to the Agent and the Lenders under its guarantee and the other Loan Documents to which it is a party and (c) to the extent such new Subsidiary has any interest in real property with a fair market value greater than \$500,000, grant a mortgage in such real property to secure such obligations under its guarantee and the other Loan Documents to which it is a party; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Supplement to become a party to the Subsidiaries' Guarantee and the Subsidiaries' Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Additional Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

1. Subsidiaries Guarantee and Subsidiaries Security Agreement. (a) By executing and delivering this Supplement, the Additional Grantor, in accordance with subsection 6.7 of the Credit Agreement, hereby becomes a party to the Subsidiaries Guarantee, as a Guarantor thereunder, and the Subsidiaries Security Agreement, as a Grantor thereunder, with the same force and effect as if originally named therein as a Guarantor and a Grantor, respectively, and, without limiting the generality of the foregoing, hereby expressly assumes all of the obligations and liabilities of a Guarantor under the Subsidiaries Guarantee and a Grantor under the Subsidiaries Security Agreement.

(b) Without limiting the generality of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Subsidiaries Security Agreement), the Additional Grantor hereby grants to the Agent, for the ratable benefit of the Lenders and the Issuing Bank, a security interest in all of the Collateral (as defined in the Subsidiaries Security Agreement) in which it has or hereafter acquires any right, title or interest.

(c) The information set forth on Annex I hereto is hereby added to the information set forth on the Schedules to the Subsidiaries Security Agreement. In addition, no later than five Business Days after the consummation of the Spec's Merger, the Additional Grantor shall deliver to the Agent, with a copy for each Lender, a new Annex I with respect to the Subsidiaries Security Agreement giving effect to the Spec's Merger; upon receipt of such new Annex I by the Agent, the Subsidiaries Security Agreement shall be deemed to be amended to substitute the information set forth on such new Annex I for the corresponding information set forth on the Annex I delivered with this Supplement.

(d) The Additional Grantor hereby represents and warrants that each of the representations and warranties as to the Additional Grantor contained in Section 10 of the Subsidiaries Guarantee and Section 3 of the Subsidiaries Security Agreement is true and correct on and as of the date hereof (after giving effect to this Supplement) as if made on and as of such date.

(e) The Additional Grantor hereby agrees that it shall promptly perform or cause to be performed any and all acts and execute or cause to be executed any and all documents (including, without limitation, financing statements and continuation statements) for filing under the provisions of the Uniform Commercial Code or any other Requirement of Law which the Agent deems reasonably necessary or advisable to create or maintain in favor of the Agent, for the benefit of the Lenders, Liens granted by the Subsidiaries Security Agreement that are duly perfected in accordance with all applicable Requirements of Law.

2. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

SM ACQUISITION, INC.

By: Jack K Rogers
Name: Jack K Rogers
Title: COO

Address for Notices:

8000 Freedom Avenue, N.W.
North Canton, Ohio 44720
Fax: (330) 494-8535

Accepted and Agreed as of
the date first above written:

THE CHASE MANHATTAN BANK, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

SM ACQUISITION, INC.

By: _____

Name:

Title:

Address for Notices:

8000 Freedom Avenue, N.W.

North Canton, Ohio 44720

Fax: (330) 494-8535

Accepted and Agreed as of
the date first above written:

THE CHASE MANHATTAN BANK, as Agent

By: _____

Name:

Title:


William P. Rindfuss
Vice President

ANNEX I
to Supplement
to Subsidiaries Guarantee and
Subsidiaries Security Agreement

Supplements to
Schedules to Subsidiaries Security Agreement

DEPOSIT ACCOUNTS

Accounts by financial institution:

DEPOSIT ACCOUNTS - SCHEDULE 2

Revised Jan. 98

BANK	ADDRESS	ACCT TYPE	NUMBER	STORE #	ST	PHONE#
CONSOLIDATED Bank of America	1850 Gateway Blvd Concord CA 94520	DDA	1233022529	289,294, 296, 331, 400,409,447	CA	510-675-7719
Bank One of TX	P O Box 2629 Houston TX 77002-5860	DDA	1760000859	328, 346, 363, 404	TX	713-751-3823
Barnett Bank	50 N Laura St, 17th Floor Jacksonville FL 32203-0789	DDA	1000002117	27, 28, 34, 64, 73, 74, 82, 105 138, 148, 169, 187, 226, 253, 254 285, 287, 302, 321, 338	FL	904-791-7170
Nations Bank GA	100 N Tryon St, 10th Floor Charlotte NC 28255	DDA	3750242788	100, 114, 180, 200, 436	GA	1800-766-2001 x 81375
Nations Bank SE	100 N Tryon St, 10th Floor Charlotte NC 28255	DDA	3750127968	96, 122, 157, 164, 242 256, 261, 342, 347, 403, 412, 449	FL	
Nations Bank TX	100 N Tryon St, 10th Floor Charlotte NC 28255	DDA	1291423607	63, 107, 126, 144, 166, 191 227, 281, 366, 368	TX	
PNC Bank	One Oliver Plaza, 210 Sixth Ave Pittsburgh PA 15265	DDA	1000312359	23, 240, 305 77, 260, 335 310 70,90,252	OH KY PA PA	412-768-6117
Seafirst Bank	800 Fifth Ave Seattle WA 98124	DDA	68300318	243, 244, 248 251, 276, 437	WA	206-358-7317
Key Bank	2025 Ontario St Cleveland OH 44115	DDA	118-150-9851	15, 18, 44, 95, 160, 433	OH	330-489-5436
Wachovia Bank	15 South Main St Greenville SC 29601	DDA	540424389	48, 61, 81, 84, 86, 132, 195 54, 102	NC SC	1-800-349-1258

TRADEMARK
REEL: 1785 FRAME: 0565

DEPOSIT ACCOUNTS - SCHEDULE 2

BANK	ADDRESS	ACCT TYPE	NUMBER	STORE #	ST	PHONE#
NON-CONSOLIDATED						
Albank	Sangertown Sq Office	DDA	220000244	40	NY	315-797-8036
American Bank	401 E Taylor	DDA	1210039801	192	TX	903-893-7555
American Trust Bank	P O Box 1645	DDA	21002134	118	MD	301-729-1414
AMSouth	P O Box 507	DDA	02289415	163	AL	205-535-6969
AmSouth Bank	P O Box 1488	DDA	0025613	78	AL	205-353-0941
AmSouth Bank	P O Box 389	DDA	89918312	199	AL	205-543-3000
Arkansas Bank & Trust Co	P O Box 5640	DDA	0000218189	134	AR	501-624-8895
Associated Bank	P O Box 408	DDA	900680	161	WI	414-722-3321
Axia Federal Savings Bank	755 State Hwy 18	DDA	408000131	329	NJ	908-238-5660
BancorpSouth (Volunteer)	P O Box 549	DDA	157597	89	TN	901-422-9200
Bank Champaign	P O Box 1409	DDA	2000946	92	IL	217-351-2876
Bank of Louisiana	197 Westbank Expwy	DDA	437913	442	LA	504-592-0639
Bank of Oklahoma	P O Box 3218	DDA	11214 1	378	OK	918-333-2300
Bank One	P O Box 380	DDA	016512899	274	IN	765-423-0348
Bank One, Akron	P O Box 9280	DDA	069001386	12	OH	330-455-6711
Bank One, Akron	1805 Brittain Rd	DDA	871007578	181	OH	330-375-1915
Bank One, Akron	1115 S Main St	DDA	871058433	36	OH	
Bank One, Cambridge	1200 Brandywine Blvd	DDA	941401455	119	OH	614-454-1211
Bank One, Cleveland	5400 Mayfield Rd	DDA	801091098	334	OH	216-442-7800
Bank One, Cleveland	7850 Mentor Ave	DDA	800575450	500	OH	216-269-1111
Bank One, Columbus	3600 Tueller Rd	DDA	981276797	210	OH	614-248-2700
Bank One, Columbus	Rt 161 & Cleveland	DDA	981758905	216	OH	614-248-2430
Bank One, Dayton	P O Box 1103	DDA	918945980	125	OH	513-854-4388
Bank One, Lima	127 N Elizabeth St, Drawer M	DDA	864101659	17	OH	216-331-1436
Bank One, Louisiana	P O Box 3399	DDA	5113479005	198	LA	
Bank One, Louisiana	P O Box 3399	DDA	1101444809	417	LA	318-226-2280
Bank One, Milwaukee	111 E Wisconsin Ave	DDA	020673547	268, 280	WI	414-765-2814
Bank One, Oklahoma	P O Box 19208	DDA	001164260	364	OK	405-272-2879
Bank United	10007 FM 1960 Bypass	DDA	8001792640	377	TX	281-540-2770
BankFirst	3038-A Mall Rd N	DDA	10006773	387	TN	423-595-1170
Boatmen's Bank	P O Box 2915	DDA	032020098228	193	OK	800-213-9979
Boatmen's Bank of TN	P O Box 107	DDA	070101213539	21	TN	901-385-3510
Boatmen's Natl Bank	P O Box 1331	DDA	7109245	142	TX	806-378-1540
Boatmen's Natl Bank	P O Box 1681	DDA	0089434040	158	AR	501-664-3613
Boatmen's Natl Bank	P O Box 35629	DDA	0039917	214	OK	614-248-2430
Boone County Natl Bank	P O Box 678	DDA	0064467	31	MO	573-874-8564
Branch Banking & Trust	P O Box 1776	DDA	1601017950	53	NC	704-866-6578
Branch Banking & Trust	2152 Northwoods Blvd	DDA	5129654777	279	SC	803-937-6740
Centennial Bank	1141 Valley River Dr	DDA	02052819	41	OR	541-342-3968
Central Bank	One Central Bank Bldg	DDA	036206	39	IL	618-394-4400
Central Bank	P O Box 1366	DDA	62804	379	KS	316-663-0670
Central Carolina Bank	P O Box 931	DDA	261008334	11	NC	919-683-7777

DEPOSIT ACCOUNTS - SCHEDULE 2

Revised Jan 98

BANK	ADDRESS	ACCT TYPE	NUMBER	STORE #	ST	PHONE#
Central Carolina Bank	South Square Mall	DDA	1201457	49	NC	919-683-7788
Central Progressive Bank	2130 Gause Blvd	DDA	0771001398	188	LA	
Centura Bank	P O Box 490	DDA	1033638	151	NC	919-535-3071
Charter Natl Bank	2079 Penn Sq	DDA	1010514	225	OK	405-843-7100
Chemical Bank & Trust Co	P O Box 231	DDA	9000542	320	MI	517-631-9200
Citadel Bank	730 Citadel Dr E	DDA	0550574	415	CO	719-597-0170
Citizens Bank of Las Cruces	505 S Main	DDA	0002723901	420	NM	505-522-8418
Citizens Banking Corp	101 N Washington Ave	DDA	10300945	24	MI	517-776-7275
Citizens Natl Bank	35 N Carlisle St	DDA	300151201	135	PA	717-597-2191
City Natl Bank	37 Central Mall	DDA	6220563301	414	AR	501-452-1188
Colorado Natl Bank	P O Box 189	DDA	120400601635	355	CO	303-444-1234
Colorado Natl Bank	3131 S College Ave	DDA	194310608675	416	CO	303-226-2706
Columbus Bank & Trust	P O Box 120	DDA	0002221071	353	GA	706-649-2714
Comerica Bank of TX	P O Box 1248	DDA	7311003284	224	TX	817-467-3000
Commerce Bank	110 NW Barry Rd	DDA	132015257	66	MO	816-468-3223
Community Bank	P O Box 2178	DDA	00091490	424	TX	800-881-7635
Community Trust	1544 Winchester Ave	DDA	660167	259	KY	606-329-6074
Compass Bank	P O Box 2006	DDA	702 0158 5	194	AL	334-712-7025
Conway National Bank	P O Box 295-C	DDA	00175927	230	AL	334-409-7363
CoreStates Hamilton Bank	9726 Hwy 17 N	DDA	03176384601	190	SC	803-449-3373
CoreStates Hamilton Bank	533 Park City Cir	DDA	45280179	19	PA	717-291-3527
Cornhusker Bank	19 Colonial Park Office, Rt 22	DDA	65490331	401	PA	717-234-2818
D & N Bank	Box 80009	DDA	191732	406	NE	402-434-2287
Del Rio Natl Bank	G-409 Miller Rd	DDA	4270005205	388	MI	810-732-6360
Deposit Guaranty Natl Bank	2228 Avenue F	DDA	10011193	249	TX	512-774-4711
Deposit Guaranty Natl Bank	One Deposit Guaranty Plaza	DDA	500 2393436	76	MS	601-354-8481
Dollar Bank	P O Box 1200	DDA	5002926954	168	MS	601-968-4820
Dollar Bank	20970 Westgate	DDA	0408005295	99	OH	216-331-9494
Fairbanco	1301 E 9th St Ste 100	DDA	2659607950	267	OH	216-623-4010
Farmers & Merchants Natl Bk	P O Box 37	DDA	707975	183	GA	404-964-0631
Fifth Third Bank	164 W. Broad St.	DDA	2030407200	308	NJ	609-451-2222
First American Bank	Box 1868	DDA	80032546	104	OH	419-476-9621
First American Bank	Riverplace Shopping Ctr	DDA	59796	282	LA	504-465-5300
First American Natl Bank	4485 Poplar Ave	DDA	1137327	20	TN	615-748-2706
First American Natl Bank	5236 Hickory Hollow Pkwy	DDA	8000273693	393	TN	901-762-5955
First Bank & Trust	Parkdale Mall B298	DDA	1001175360	91	TN	615-736-6130
First Citizens Bank	90 Stuart Rd	DDA	030000220	13	TX	419-899-1313
First Citizens Bank	P O Box 749	DDA	55070981	390	TN	615-478-8681
First Citizens Bank	102 N Main St	DDA	5611378646	152	NC	704-693-6565
First Citizens Bank	700 N Main St	DDA	340003752301	407	SC	803-228-1117
First Federal Savings	167 Altoma Connector	DDA	4012302512	446	NC	910-883-3716
First Natl Bank of MD	17301 Valley Mall Rd	DDA	86740	174	GA	912-264-0972
First Natl Bank of MD	Route 40 W	DDA	22100900	37	MD	301-790-6815
		DDA	52042237	273	MD	301-662-6186

TRADEMARK
REEL: 1785 FRAME: 0567

H:\cashing\bnknam97 01/08/98

BANK	ADDRESS	ACCT TYPE	NUMBER	STORE #	ST	PHONE#
First Natl Bank & Trust Co	P O Box 1328	DDA	0305499	398	NC	910-626-8308
First Natl Bank-Anchorage AK	P O Box 100720	DDA	1107481	72	AK	907-265-3520
First Natl Bank-Bryan TX	P O Box 833	DDA	0200041200	133	TX	409-693-1200
First Natl Bank-Chicago IL	One First National Plaza	DDA	340006000525	303	IL	888-963-4000
First Natl Bank-Farmington NM	4601 E Main St, Ste 325	DDA	060140540	419	NM	505-326-9010
First Natl Bank-Joliet IL	801 Essington Rd	DDA	082759	445	IL	815-741-5602
First Natl Bank-Kileen TX	P O Box 937	DDA	1057847	371	TX	817-634-2161
First Natl Bank-Lebanon OH	730 E Main St	DDA	001300160	69	OH	513-423-4626
First Natl Bank-Orangeburg SC	P O Box 1287	DDA	850034281	165	SC	803-534-2175
First Natl Bank-Terre Haute IN	US 41 South	DDA	1859838	272	IN	812-238-6436
First of America Bank	One Dearborn Sq	DDA	0953031770	278	IL	815-935-3888
First of America Bank	2521 Capital Ave SW	DDA	0230002560	154	MI	616-963-0771
First of America Bank	108 E Michigan Ave	DDA	6230040765	439	MI	800-832-9184
First of America Bank	335 Muskegon Mall	DDA	000410457 6	283	MI	616-722-7683
First of America Bank	300 Center Ave	DDA	0900053401	204	MI	517-356-1449
First Source Bank	100 N Michigan	DDA	1029142	85	IN	219-236-2011
First State	P O Box 25609	DDA	1015141	110	OK	405-755-7140
First State Bank	P O Box 3550	DDA	50109464	382	TX	512-495-1000
First State Bank & Trust	P O Box 1248	DDA	474084501	145	GA	912-242-5725
First Tennessee Bank	200 Gay St	DDA	9605787	207	TN	615-971-7465
First Tennessee Bank	Franklin Public Square	DDA	0722669	318	TN	615-790-5100
First Tennessee Bank	701 Market St	DDA	080073544	611	TN	423-757-4720
First Union Natl Bank of FL	1000 W New Haven Ave	DDA	2160314084870	143	FL	407-984-7467
First Union Natl Bank of FL	28163 US Hwy 19 N	DDA	2148370082168	51	FL	813-538-4460
First Union Natl Bank of FL	4125 Cleveland Ave	DDA	2000700981663	175	FL	813-335-1400
First Union Natl Bank of GA	2 Redmond Rd	DDA	2055400032825	268	GA	706-290-6160
First Union Natl Bank of GA	343 Wrightsboro Rd	DDA	2055300961656	176	GA	706-667-2255
First Union Natl Bank of GA	3535 Mercer Univ Dr	DDA	2080000272461	47	GA	912-749-8025
First Union Natl Bank of NC	Southpark Office	DDA	2070484382916	333	NC	704-383-5821
First Union Natl Bank of NC	771 Tunnel Rd	DDA	2075287080779	262	NC	704-251-7311
First Union Natl Bank of NC	9007 Pineville-Mathews Rd	DDA	2070464214178	290	NC	704-383-5813
First Union Natl Bank of VA	3936 Portsmouth Blvd	DDA	2073552552361	250	VA	804-488-4610
First Union Natl Bank of VA	3406 Plank Rd	DDA	2000001361399	405	VA	704-374-4745
First Valley Bank	P O Box 338	DDA	137800118	153	TX	804-550-2665
First Virginia Bank	9707 Slicing Hill Rd	DDA	20959508	322	VA	414-785-6100
Firstar Bank	205 N Moorland Rd	DDA	121661489	397	WI	414-785-6100
Fleet Bank	1114 Hooper Ave	DDA	4760001177	58	NJ	908-240-0550
Frost Natl Bank	P O Drawer 749	DDA	550231100	111	TX	512-794-2851
Great Southern Savings	P O Box 9009	DDA	1608101752	453	MO	800-749-7113
Great Western Bank	1389 Florida Mall Ave	DDA	5698219976	189	FL	407-240-5858
Great Western Bank	10495 NW 12th St	DDA	7368029653	140	FL	305-593-1320
Great Western Bank	2998 NW Federal Hwy	DDA	4978020972	219	FL	407-692-9342
Harris Bank	1 E Main St	DDA	158097	332	IL	708-377-6894
Heritage Bank	P O Box 1272	DDA	009019464	124	WI	414-554-6500

DEPOSIT ACCOUNTS - SCHEDULE 2

Revised Jan 98

BANK	ADDRESS	ACCT TYPE	NUMBER	STORE #	ST	PHONE#
Hibernia National	Richmond Rd @ Mail Dr	DDA	2019795	426	TX	903-832-8502
Hickory Point Bank & Trust	5525 Hickory Point Dr	DDA	016675	79	IL	217-875-3131
Hillcrest Bank	5812 Bannister Rd	DDA	100601160	103	MO	816-765-9922
Hillcrest Bank	95th & Nieman	DDA	105017572	67	KS	913-492-0000
Horizon Capital Bank	218 Nasa Rd One	DDA	075108	367	TX	281-332-5521
International Bank of Commerce	2200 S 10th St	DDA	555156200	171	TX	512-686-3772
InterWest Savings Bank	511 Valley Mall Pkwy	DDA	1910026614	245	WA	509-884-1445
Key Bank	32400 Pacific Hwy S	DDA	0037872017	236	WA	206-838-1954
Key Bank	3631 S Meridian	DDA	033921123	232	WA	206-848-1568
Key Bank of NY	4502 S Steele #125	DDA	034311381	270	WA	206-593-3521
Key Bank of NY	378 E Fairmount Ave	DDA	327750010313	434	NY	716-763-9736
Key Bank of OR	1080 McKinley Mall	DDA	131000284	186	NY	716-847-7729
Key Bank of UT	390 Mail St	DDA	327300025415	429	NY	716-847-1382
Keystone Financial	825 NE Multnomah	DDA	370441000566	438	OR	503-243-3599
Keystone Financial	3775 Wall Ave	DDA	440030022196	435	UT	801-625-4665
LaSalle Talman Bank	225 Central Penn Dr	DDA	0026007666	315	PA	717-387-8788
Life Savings Bank	One W Broad St	DDA	9203152508	307	PA	717-450-7830
Marine Midland Bank	6551 W 95th St	DDA	5200051737	444	IL	708-424-0400
Mellon Bank	6132 Highway 290 W	DDA	021008267	448	TX	512-892-5433
Mellon Bank	650 Lee Blvd	DDA	543018601	316	NY	914-962-7284
Mercantile Bank	P O Box 9 North	DDA	00800100	129	PA	814-676-8545
Mercantile Bank	1000 Ross Park Mall Dr	DDA	0262078	196	PA	
Mercantile Bank	8th & Locust	DDA	1001682051	184	MO	314-425-3640
Mercantile Bank	One Riverfront Place	DDA	4331387946	159	AR	501-758-5918
Mercantile Bank	P O Box 419147	DDA	5300082830	221	MO	816-836-8050
Mercantile Bank	P O Box 1030	DDA	400708280-5	115	MO	314-334-0521
Mercantile Bank of Topeka	Box 178	DDA	931000210 1	228	KS	913-291-1000
Mercantile Bank & Trust	Northpark Mall	DDA	6000028610	208	MO	417-623-5677
Mid-City Nail Bank	7501 W Cermak Rd	DDA	0208200819	392	IL	708-442-6700
Moody National Bank	8000 Emmell F Lowry Expwy	DDA	0359836	300	TX	409-938-3791
M&I First American Nail Bank	P O Box 8008	DDA	17501091	155	WI	715-845-4311
National Bank of Commerce	1611 Montgomery Hwy	DDA	3302584801	337	AL	205-583-3206
National Bank of Commerce	One Commerce Sq	DDA	0393587	213	TN	901-523-3407
National City	116 Allegheny Center Mail	DDA	2840032548	359	PA	
National City	116 Allegheny Center Mail	DDA	0585194787	344	PA	412-833-1478
National City Bank	3397 Nicholasville Rd	DDA	74401785	246	KY	606-281-5456
National City Bank	P O Box 5756	DDA	900807491	120	OH	330-742-4083
National City Bank	405 Midway Blvd	DDA	2130765	68	OH	
National City Bank	3397 Nicholasville Rd	DDA	580400388001	22	KY	606-281-5456
NBD Bank	P O Box 2345	DDA	715001248148	408	IN	219-427-8140
NBD Bank	P O Box 209	DDA	180005531574	33	IN	219-738-4261
NBD Bank	Greentree Mall	DDA	730000104196	209	IN	812-284-7550
Norwest Bank	2900 N Main	DDA	1240006748	421	NM	505-622-3441
Norwest Bank	P O Box 1698	DDA	5505300278	170	TX	512-573-5144

TRADEMARK
REEL: 1785 FRAME: 0569

H:\cashmgt\bnknam97 01/08/98

DEPOSIT ACCOUNTS - SCHEDULE 2

Revised Jan. 98

BANK	ADDRESS	ACCT TYPE	NUMBER	STORE #	ST	PHONE#
Norwest Bank	P O Box 1072	DDA	7303050442	271	TX	915-772-9922
Norwest Bank	P O Box 2799	DDA	7101275690	428	WY	307-235-7852
Norwest Bank	30 W Beauregard	DDA	01622943	425	TX	915-657-8780
One Valley Bank	2015 Meadowbrook Mall	DDA	0003702782	147	WV	304-842-5280
One Valley Bank	9259 Mall Rd	DDA	2008742	277	WV	304-983-2378
Overton Bank	P O Box 16509	DDA	57703	235	TX	817-731-0101
Peoples First Financial S&L	P O Box 550	DDA	0000445639	57	FL	904-769-5261
Peoples First Nat'l Bank & Trust	P O Box 2200	DDA	0191019	141	KY	502-441-1200
Pinnacle Bank	P O Box 48	DDA	0000128801	275	MI	616-783-6311
Plains Nat'l Bank	5010 University	DDA	133803	327	TX	806-795-7131
Preston Nat'l Bank	P O Box 670129	DDA	113027	383	TX	972-960-6000
Signet Bank	1959 Valley View Blvd NE	DDA	9540198927	185	VA	703-772-5777
South Trust Bank	5389 Oporto-Madrid Blvd S	DDA	60295350	50	AL	205-589-8900
South Trust Bank	P O Drawer 1508	DDA	0046314	52	AL	215-432-8832
SouthTrust Bank	2100 Pleasant Hill Rd Ste 263	DDA	68773666	172	GA	404-476-4585
Success Nat'l Bank	3333 W Touhy Ave	DDA	200300199	266	IL	708-982-3900
SunTrust	2731 Candler Rd	DDA	8801416705	178	GA	404-244-2271
SunTrust	498 Palm Springs Dr	DDA	0003002000086	30	FL	407-657-4786
SunTrust	P O Box 3833	DDA	0538000183237	443	FL	407-839-4786
SunWest Bank of Clovis	P O Box 1509	DDA	1020120810	418	NM	505-769-1911
SunWest Bank of EL Paso	320 N Stanton	DDA	003901149	229	TX	915-546-5742
Superior Federa Bank	4201 N Shiloh Space 304	DDA	570129379	413	AR	800-488-6556
The Home Bank	292 E Broadway	DDA	0003042065	146	TN	615-984-5800
The Huntington Nat'l Bank	P O Box 5065	DDA	166139795	60	OH	916-343-9173
Tri Counties Bank	1950 E 20th St	DDA	0090004001	257	CA	201-626-2436
Trust Company Bank	30 Mall Drive W	DDA	1043101316	348	NJ	601-328-1015
Trustmark	614 Main St	DDA	8800136036	131	MS	601-378-2666
Trustmark Nat'l Bank	P O Box 777	DDA	700 0087833	109	MS	
Union Federal Savings	5484 East 82nd St	DDA	590115898	26	IN	
Union Federal Savings Bank	10901 E Washington St	DDA	590049240	35	IN	317-985-0520
Union Planters Bank	P O Box 1217	DDA	0003020312	223	TN	423-587-7000
United Missouri Bank	P O Box 419949	DDA	9870426498	360	MO	816-474-5600
United Nat'l Bank	1079 Charleston Town Ctr	DDA	000113107	117	WV	304-348-8300
United Nat'l Bank	P O Box 1269	DDA	06000350	113	WV	304-252-6581
United Nat'l Bank	P O Box 1269	DDA	06000350	113	WV	304-252-6581
United Nat'l Bank	1079 Charleston Town Ctr	DDA	000113107	117	WV	304-348-8300
US Bank	10625 S State St	DDA	5367001228	432	UT	601-537-6841
US Bank	10625 S State St	DDA	5367001228	432	UT	801-537-6841
US Bank	903 Colusa Ave	DDA	8910101354	255	CA	916-673-5411
US Bank	619 Columbia Cir	DDA	139 7192 376	231	WA	509-783-4191
US Bank	12000 SE 82nd Ave #2052	DDA	1700005919	233	OR	503-275-5535
US Bank	2650 Santiam Hwy SE	DDA	1270017328	234	OR	503-967-3733
US Bank	12000 SE 82nd Ave #2052	DDA	1700005919	233	OR	503-275-5535
US Bank	903 Colusa Ave	DDA	8910101354	255	CA	916-673-5411

H:\cashmg\bnknam97 01/08/98

DEPOSIT ACCOUNTS - SCHEDULE 2

BANK	ADDRESS	ACCT TYPE	NUMBER	STORE #	ST	PHONE#
US Bank	2650 Santiam Hwy SE	DDA	1270017328	234	OR	503-967-3733
US Bank	619 Columbia Cir	DDA	139 7192 376	231	WA	509-783-4191
Vanguard Bank & Trust	300 Mary Esther Cut-Off	DDA	0010173	55	FL	904-244-3155
Vanguard Bank & Trust	300 Mary Esther Cut-Off	DDA	0010173	55	FL	904-244-3155
Wachovia Bank	1628 Browning Rd	DDA	590241972	54	SC	803-733-4390
Wachovia Bank of NC	301 N Main St	DDA	8734055397	48	NC	919-770-6285
Wachovia Bank of NC	P O Box 1888	DDA	2913046817	195	NC	910-868-0837
Wells Fargo	P O Box 63020	DDA	4159593342	340	CA	800-289-3557
Wells Fargo	P O Box 63020	DDA	4159708015	121	CA	800-289-3557
Wells Fargo	P O Box 63020	DDA	5270119245	340	CA	800-289-3557
Wells Fargo Bank	P O Box 63020	DDA	4300015684	121	CA	800-289-3557
York Bank & Trust	Box 869	DDA	0011859860	128	PA	410-244-4083
York Bank & Trust	Box 869	DDA	0011859860	128	PA	410-244-4083

GL #		ACC #	ABA #	BANK NAME	TYPE OF ACCOUNT	STATUS
SPEC'S MURKIC COMPANY 01						
1024-1099	1000007549	067003965		NATIONS BANK	DEPOSITORY	ACTIVE
1024-1099	1598412266	067003965		NATIONS BANK	FUNDING/OPERATING	ACTIVE
1024-1099	2000012219	063108683		NATIONS BANK	DISBURSEMENT	ACTIVE
1024-1099	1596412240	067003965		NATIONS BANK	PAYROLL	ACTIVE
1010-1007	0075400270	021662723		BANCO SANTANDER	STORE 7 DEPOSITORY	ACTIVE
1010-1008	0000838405	021662040		CITIBANK	STORE 8 DEPOSITORY	ACTIVE
1010-1023	115822259	021502011		BANCO POPULAR	STORE 23 DEPOSITORY	ACTIVE
1010-1076	004163400	021662040		CITIBANK	STORE 76 DEPOSITORY	ACTIVE
1028-1099	19001045	021502011		BANCO POPULAR	PUERTO RICO ATM (DEBIT SMALL CARDS)	ACTIVE
D. S. LATINO COMPANY 02						
1010-1090	1598449522	067003965		NATIONS BANK	FUNDING/OPERATING	ACTIVE
1010-1090	1698449572	067003965		NATIONS BANK	DEPOSITORY	ACTIVE
1010-1090	2000013847	063108683		NATIONS BANK	DISBURSEMENT	ACTIVE
1010-1090	1598449584	067003965		NATIONS BANK	PAYROLL	ACTIVE

BANKINFO.MK4

TRADEMARKS AND TRADEMARK LICENSES

Camelot Distribution Co., Inc. - None
 Camelot Midwest Region, Inc. - None
 Camelot Northeast Region, Inc. - None
 Camelot Southeast Region, Inc. - None
 Camelot Western Region, Inc. - None
 Grapevine Records and Tapes, Inc. - None

Spec's Music, Inc.

1. United State Service Mark Registrations:

<u>Registration Number</u>	<u>Mark</u>
2,043,134	Spec's Backstage Pass
2,013,733	An Amusement Park for Your Ears
1,983,910 & 1,983,911	Spec's Music and Design (Horizontal and Vertical)
2,110,575	Payback, The Music Club from Spec's
2,004,927	Hits Only
2,011,206	Tropical Sound Orchestra

2. Pending United States Service Mark Registrations:

<u>Serial Number</u>	<u>Mark</u>
75-271865	DS Latino
75-271870	Oro Latino
75-271866	Miscellaneous Design

**FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS**

Uniform Commercial Code Filings/Camelot Northeast Region, Inc.

State of Connecticut
State of Delaware
State of Maryland
State of Massachusetts
State of New Jersey
State of New York
State of Ohio
 Stark County, Ohio
 Jefferson County, Ohio
State of Pennsylvania
State of Virginia
State of West Virginia

Copyright, Patent and Trademark Filings/Camelot Northeast Region, Inc.

United States Patent and Trademark Office

Other Actions/Camelot Northeast Region, Inc.

None

Uniform Commercial Code Filings/Camelot Southeast Region, Inc.

State of Alabama

State of Arkansas

State of Florida

State of Georgia

Augusta County, Georgia

Bibb County, Georgia

Chatham County, Georgia

Clark County, Georgia

Clayton County, Georgia

Cobb County, Georgia

DeKalb County, Georgia

Floyd County, Georgia

Fulton County, Georgia

Glynn County, Georgia

Gwinnett County, Georgia

Lowndes County, Georgia

Muscogee County, Georgia

State of Louisiana - No state level filing

Caddo Parish, Louisiana

Jefferson Parish, Louisiana

Orleans Parish, Louisiana

St. Tammany Parish, Louisiana

State of Maryland

State of Mississippi

State of North Carolina

State of South Carolina

State of Tennessee

State of Virginia

State of West Virginia

Copyright, Patent and Trademark Filings/Camelot Southeast Region, Inc.

None

Other Actions/Camelot Southeast Region, Inc.

None

Uniform Commercial Code Filings/Camelot Midwest Region, Inc.

State of Illinois
State of Indiana
State of Kansas
State of Kentucky
State of Michigan
State of Missouri
State of Nebraska
State of Ohio
Stark County, Ohio
State of Oklahoma
State of Wisconsin

Copyright, Patent and Trademark Filings/Camelot Midwest Region, Inc.

None

Other Actions/Camelot Midwest Region, Inc.

None

Uniform Commercial Code Filings/Camelot Western Region, Inc.

State of Alaska
State of California
State of Colorado
State of New Mexico
State of Oregon
State of Texas
State of Utah
State of Washington
State of Wyoming
Natrona County, Wyoming

Copyright, Patent and Trademark Filings/Camelot Western Region, Inc.

None

Other Actions/Camelot Western Region, Inc.

None

Uniform Commercial Code Filings/Camelot Distribution Co., Inc.

State of Ohio
Stark County, Ohio

Copyright, Patent and Trademark Filings/Camelot Distribution Co., Inc.

None

Other Actions/Camelot Distribution Co., Inc.

None

Uniform Commercial Code Filings/Grapevine Records and Tapes, Inc.

State of Ohio
Stark County, Ohio

Copyright, Patent and Trademark Filings/Grapevine Records and Tapes, Inc.

None

Other Actions/Grapevine Records and Tapes, Inc.

None

Uniform Commercial Code Filings/SM Acquisition, Inc.
(to be known as Spec's Music, Inc.)

State of Florida
Territory of Puerto Rico

Copyright, Patent and Trademark Filings/SM Acquisition, Inc.
(to be known as Spec's Music, Inc.)

United States Patent and Trademark Office

Other Actions/SM Acquisition, Inc.
(to be known as Spec's Music, Inc.)

None

{K:\AULERY\23182\MES0360.DOC;1}

TRADEMARK
REEL: 1785 FRAME: 0580

INVENTORY AND EQUIPMENT

LOCATIONS OF INVENTORY AND EQUIPMENT

1. Retail Stores (by state):

STORE BY STATE LISTING

Store #	Name Of Store	City	State	County	Lessee
50	Century Plaza	Birmingham	ALABAMA	Jefferson	SE
337	Hoover Commons	Birmingham	ALABAMA	Jefferson	SE
78	River Oaks Center	Decatur	ALABAMA	Morgan	SE
194	Wiregrass Commons	Dothan	ALABAMA	Houston	SE
199	Gadsden Mall	Gadsden	ALABAMA	Etowah	SE
63	Madison Square	Huntsville	ALABAMA	Madison	SE
52	Bel Air Mall	Mobile	ALABAMA	Mobile	SE
230	Montgomery Mall	Montgomery	ALABAMA	Montgomery	SE
72	Anchorage Fifth Avenue	Anchorage	ALASKA	Anchorage	W
413	Northwest Arkansas Mall	Fayetteville	ARKANSAS	Washington	SE
414	Central Mall	Ft. Smith	ARKANSAS	Sebastian	SE
134	Hot Springs Mall	Hot Springs	ARKANSAS	Garland	SE
158	University Mall	Little Rock	ARKANSAS	Pulaski	SE
159	McCain Mall	North Little Rock	ARKANSAS	Pulaski	SE
447	Santa Anita	Arcadia	CALIFORNIA	Los Angeles	W
257	Chico Mall	Chico	CALIFORNIA	Butte	W
255	Yuba City Mall	City of Yuba	CALIFORNIA	Sutter	W
294	Serramonte Center	Daly City	CALIFORNIA	San Mateo	W

Store #	Name Of Store	City	State	County	Lessee
289	Mt. Shasta	Redding	CALIFORNIA	Shasta	W
409	Arden Fair	Sacramento	CALIFORNIA	Sacramento	W
400	Embarcadero Center	San Francisco	CALIFORNIA	San Francisco	W
331	Bayfair	San Leandro	CALIFORNIA	Alameda	W
296	Hillsdale Mall	San Mateo	CALIFORNIA	San Mateo	W
355	Crossroads Mall	Boulder	COLORADO	Boulder	W
415	The Citadel	Colorado Springs	COLORADO	El Paso	W
416	Foothills Fashion Mall	Ft. Collins	COLORADO	Larimer	W
W 119 (S)	Southbury Plaza	Southbury	CONNECTICUT		NE
W 118	Danbury Fair	Danbury	CONNECTICUT		NE
W 116 (S)	Brookfield	Brookfield	CONNECTICUT		NE
W 84(S)	Prices Corner	Wilmington	DELAWARE		NE
W 82	Christiana Mall	Newark	DELAWARE		NE
W 83	Concord Mall	Wilmington	DELAWARE		NE
51	Countryside Mall	Clearwater	FLORIDA	Pinellas	SE
169	Coral Square	Coral Springs	FLORIDA	Broward	SE

Store #	Name Of Store	City	State	County	Lessee
287	Crystal River Mall	Crystal River	FLORIDA	Citrus	SE
34	Volusia Mall	Daytona Beach	FLORIDA	Volusia	SE
175	Edison Mall	Ft. Myers	FLORIDA	Lee	SE
138	Regency Square	Jacksonville	FLORIDA	Duval	SE
254	Mall Of The Avenues	Jacksonville	FLORIDA	Duval	SE
219	Treasure Coast Square	Jensen Beach	FLORIDA	Martin	SE
226	Lakeland Square	Lakeland	FLORIDA	Polk	SE
55	Santa Rosa Mall	Mary Esther	FLORIDA	Okaloosa	SE
143	Melbourne Square	Melbourne	FLORIDA	Brevard	SE
140	Miami International	Miami	FLORIDA	Dade	SE
148	Aventura Mall	Miami	FLORIDA	Dade	SE
74	Coastland Center	Naples	FLORIDA	Collier	SE
105	Paddock Mall	Ocala	FLORIDA	Marion	SE
302	Orlando Fashion Square	Orlando	FLORIDA	Orange	SE
189	Florida Mall	Orlando	FLORIDA	Orange	SE
57	Panama City Mall	Panama City	FLORIDA	Bay	SE
338	Pembroke Lakes	Pembroke Pines	FLORIDA	Broward	SE
82	Cordova Mall	Pensacola	FLORIDA	Escambia	SE
285	Broward Mall	Plantation	FLORIDA	Broward	SE
253	Port Charlotte Town Center	Port Charlotte	FLORIDA	Charlotte	SE
96	Gulf View Square Mall	Port Richey	FLORIDA	Pasco	SE
443	Seminole Town Center	Sanford	FLORIDA	Seminole	SE

Store #	Name Of Store	City	State	County	Lessee
73	Sarasota Square	Sarasota	FLORIDA	Sarasota	SE
321	Lakeshore Mall	Sebring	FLORIDA	Highlands	SE
27	Tyrone Square	St. Petersburg	FLORIDA	Pinellas	SE
347	Sawgrass Mall	Sunrise	FLORIDA	Broward	SE
64	Tampa Bay Center	Tampa	FLORIDA	Hillsborough	SE
114	Georgia Square	Athens	GEORGIA	Clark	SE
180	Cumberland Mall	Atlanta	GEORGIA	Cobb	SE
172	Gwinnett Place	Atlanta	GEORGIA	Gwinnett	SE
176	Augusta Mall	Augusta	GEORGIA	Agusta	SE
174	Glynn Place	Brunswick	GEORGIA	Glynn	SE
353	Peachtree Mall	Columbus	GEORGIA	Muscogee	SE
178	South DeKalb Mall	Decatur	GEORGIA	Dekalb	SE
100	Town Center @ Cobb	Kennesaw	GEORGIA	Cobb	SE
47	Macon Mall	Macon	GEORGIA	Bibb	SE
200	Southlake	Morrow	GEORGIA	Clayton	SE
288	Mount Berry Square	Rome	GEORGIA	Floyd	SE
436	Oglethorpe	Savannah	GEORGIA	Chatham	SE
183	Shannon Mall	Union City	GEORGIA	Fulton	SE
145	Valdosta Mall	Valdosta	GEORGIA	Lowndes	SE
278	Northfield Square	Bradley	ILLINOIS	Kankakee	MW

Store #	Name Of Store	City	State	County	Lessee
92	Market Place	Champaign	ILLINOIS	Champaign	MW
444	Chicago Ridge Mall	Chicago	ILLINOIS	Cook	MW
266	Lincolnwood Town Center	Chicago	ILLINOIS	Cook	MW
79	Hickory Point Mall	Decatur	ILLINOIS	Macon	MW
39	St. Clair Square	Fairview Heights	ILLINOIS	St. Clair	MW
303	Gurnee Mills	Gurnee	ILLINOIS	Lake	MW
445	Louis Joliet Mall	Joliet	ILLINOIS	Will	MW
392	North Riverside Mall	North Riverside	ILLINOIS	Cook	MW
332	Charlestowne Mall	St. Charles	ILLINOIS	Kane	MW
239	Green Tree Mall	Clarksville	INDIANA	Clark	MW
408	Glenbrook Square	Fort Wayne	INDIANA	Allen	MW
35	Washington Square	Indianapolis	INDIANA	Marion	MW
26	Casteleton Square	Indianapolis	INDIANA	Marion	MW
274	Tippecanoe Mall	Lafayette	INDIANA	Tippecanoe	MW
33	Southlake Mall	Merrillville	INDIANA	Lake	MW
85	University Park	Mishawaka	INDIANA	St. Joseph	MW
272	Honey Creek Square	Terre Haute	INDIANA	Vigo	MW
379	Hutchinson Mall	Hutchinson	KANSAS	Reno	MW
67	Oak Park Mall	Kansas City	KANSAS	Johnson	MW
228	West Ridge Mall	Topeka	KANSAS	Shawnee	MW

Store #	Name Of Store	City	State	County	Lessee
107	Towne West Square	Wichita	KANSAS	Sedgwick	MW
144	Towne East Square	Wichita	KANSAS	Sedgwick	MW
259	Ashland Town Centre	Ashland	KENTUCKY	Boyd	MW
246	Fayette Mall	Lexington	KENTUCKY	Fayette	MW
22	Fayette Mall	Lexington	KENTUCKY	Fayette	MW
335	Oxmoor Center	Louisville	KENTUCKY	Jefferson	MW
260	Hurstbourne Plaza	Louisville	KENTUCKY	Jefferson	MW
77	Jefferson Mall	Louisville	KENTUCKY	Jefferson	MW
141	Kentucky Oaks	Paducah	KENTUCKY	McCracken	MW
442	Oakwood Mall	Gretna	LOUISIANA	Jefferson	SE
282	Esplanade	Kenner	LOUISIANA	Jefferson Parish	SE
198	Plaza in Lake Forest	New Orleans	LOUISIANA	Orleans	SE
417	Mall St. Vincent	Shreveport	LOUISIANA	Caddo	SE
188	North Shore Square	Slidell	LOUISIANA	St. Tammany Parish	SE
403	Harford Mall	Bel Air	MARYLAND	Harford	SE
273	Frederick Town Mall	Frederick	MARYLAND	Frederick	SE
37	Valley Mall	Hagerstown	MARYLAND	Washington	SE
157	Laurel Centre	Laurel	MARYLAND	Prince George	SE

Store #	Name Of Store	City	State	County	Lessee
118	Country Club	LaVale	MARYLAND	Allegany	SE
W 124	St. Charles Town Center	S Waldorf	MARYLAND		NE
W 125	Towson Town Center	Towson	MARYLAND		NE
W 175	Valley Mall	Hagerstown	MARYLAND		NE
W 85	Whitemarsh Mall	Parkville	MARYLAND		NE
W 126	Whitemarsh Mall	Parkville	MARYLAND		NE
W 123	Marley Station	Glen Burnie	MARYLAND		NE
W 176	Mondawmin Metro Plaza	Baltimore	MARYLAND		NE
W 187	Owings Mills	Owings	MARYLAND		NE
W 28	Francis Scott Key Mall	Frederick	MARYLAND		NE
439	Crossroads Mall	Portage	MICHIGAN	Kalamazoo	MW
24	Fashion Square	Saginaw	MICHIGAN	Saginaw	MW
131	Leigh Mall	Columbus	MISSISSIPPI	Lowndes	SE
109	Greenville Mall	Greenville	MISSISSIPPI	Washington	SE
76	Metrocenter	Jackson	MISSISSIPPI	Hinds	SE
168	Northpark Mall	Ridgeland	MISSISSIPPI	Madison	SE
115	West Park Mall	Cape Girardeau	MISSOURI	Cape Girardeau	MW
31	Columbia	Columbia	MISSOURI		MW

Store #	Name Of Store	City	State	County	Lessee
166	Crestwood Plaza	Crestwood	MISSOURI	St. Louis	MW
221	Independence Center	Independence	MISSOURI	Jackson	MW
208	Northpark Mall	Joplin	MISSOURI	Jasper	MW
360	Crown Center Shops	Kansas City	MISSOURI	Jackson	MW
66	Metro North Mall	Kansas City	MISSOURI	Clay	MW
103	Bannister	Kansas City	MISSOURI		MW
191	St. Louis Galleria	Richmond Heights	MISSOURI	St. Louis	MW
453	Battlefield Mall (139)	Springfield	MISSOURI	Greene	MW
63	Chesterfield Mall	St. Louis	MISSOURI	St. Louis	MW
184	St. Louis Centre	St. Louis	MISSOURI	St. Louis	MW
406	Gateway Mall	Lincoln	NEBRASKA	Lancaster	MW
329	Brunswick Square	E. Brunswick	NEW JERSEY	Middlesex	NE
348	Newport Center	Jersey City	NEW JERSEY	Hudson	NE
58	Ocean County	Toms River	NEW JERSEY	Ocean	NE
308	Cumberland Mall	Vineland	NEW JERSEY	Cumberland	NE
W 77	Rockaway Townsquare Mall	Rockaway	NEW JERSEY		NE
W 135	Rockaway Townsquare Mall	Rockaway	NEW JERSEY		NE
W 78	Shore Mall	Egg Harbor Township	NEW JERSEY		NE
W 138(S)	The Grove at Shrewsbury	Shrewsbury	NEW JERSEY		NE
W 73	Livingston Mall	Livingston	NEW JERSEY		NE

Store #	Name Of Store	City	State	County	Lessee
W 2	Moorestown Mall 264	Moorestown	NEW JERSEY		NE
W 79	Ocean County mall	Toms River	NEW JERSEY		NE
W 74	Phillipsburg Mall	Phillipsburg	NEW JERSEY		NE
W 134	Phillipsburg Mall	Phillipsburg	NEW JERSEY		NE
W 75	Quakerbridge Mall	Lawrenceville	NEW JERSEY		NE
W 130	Riverside Square Mall	Hackensack	NEW JERSEY		NE
W 20	Cherry Hill Mall	Cherry Hill	NEW JERSEY		NE
W 72	Echelon Mall	Voorhees	NEW JERSEY		NE
W 195	Edgewater Commons	Edgewater	NEW JERSEY		NE
W 98	Freehold Raceway Mall	Freehold	NEW JERSEY		NE
W 99	Freehold Raceway Mall	Freehold	NEW JERSEY		NE
W 196	Bridgewater Commons	Bridgewater	NEW JERSEY		NE
W 131(S)	Hadley Center	S Plainfield	NEW JERSEY		NE
W 132	Hamilton Mall	Mays Landing	NEW JERSEY		NE
W 197	Cumberland Mall	[Vineland	NEW JERSEY]		NE
W 151(S)	Rocky Point S/C	Rocky Point	NEW YORK		NE
W 152	Roosevelt Field S/C	Garden City	NEW YORK		NE
W 153(S)	Sands	Oceanside	NEW YORK		NE
W 192	Sangertown Square	New Hartford	NEW YORK		NE

Store #	Name Of Store	City	State	County	Lessee
W 162	South Hills Mall	Poughkeepsie	NEW YORK		NE
W 164(S)	Southport S/C	Shirley	NEW YORK		NE
W 194	Staten Island Mall	Staten Island	NEW YORK		NE
W 148	Sun-Vet mall	Holbrook	NEW YORK		NE
W 107	Walden Galleria	Buffalo	NEW YORK		NE
W 108	Walden Galleria	Buffalo	NEW YORK		NE
W 154	Walt Whitman Mall	Huntington	NEW YORK		NE
W 155(S)	Wheatley Plaza	Greenvale	NEW YORK		NE
W 146	Huntington Square	E Northport	NEW YORK		NE
W 181(F)	Independence Plaza	Selden	NEW YORK		NE
W 105	Irondequoit Mall	Rochester	NEW YORK		NE
W 160	Jefferson Valley Mall	Yorktown Hgts	NEW YORK		NE
W 149(S)	Lake Success S/C	Lake Success	NEW YORK		NE
W 188	Nanuet Mall	Nanuet	NEW YORK		NE
W 80	Newburgh Mall	Newburgh	NEW YORK		NE
W 81	Oakdale Mall	Johnson City	NEW YORK		NE
W 106	Olean Center Mall	Olean	NEW YORK		NE
W 102	Chatauqua Mall	Lakewood	NEW YORK		NE
W 150 (S)	County Seat Plaza S/C	Riverhead	NEW YORK		NE

Store #	Name Of Store	City	State	County	Lessee
W 95	Crystal Run Galleria	Middletown	NEW YORK		NE
W 141 (S)	Great South Bay S/C	W Babylon	NEW YORK		NE
W 104	Hudson Valley Mall	Kingston	NEW YORK		NE
W 159	Hudson Valley Mall	Kingston	NEW YORK		NE
W 146	Huntington Square	E Northport	NEW YORK		NE
W 142 (F)	Bellmore	Bellmore	NEW YORK		NE
W 156 (S)	Bridgehampton Commons	Bridgehampton	NEW YORK		NE
W 143	Broadway Mall	Hicksville	NEW YORK		NE
W 165 (S)	Bay Terrace Plaza	Bayside	NEW YORK		NE
W 157	Carousel Center	Syracuse	NEW YORK		NE
W 103	Eastern Hills Mall	Williamsville	NEW YORK		NE
44	Southwyck Mall	Toledo	OHIO	Lucas	MW
104	North Towne	Toledo	OHIO	Lucas	MW
125	Salem Mall	Trotwood	OHIO	Montgomery	MW
120	Southern Park	Youngstown	OHIO	Mahoning	MW
119	Colony Square	Zanesville	OHIO	Muskingum	MW
W 87	Fort Steuben Mall	Steubenville	OHIO		NE
378	Washington Park Mall	Bartlesville	OKLAHOMA	Washington	MW

Store #	Name Of Store	City	State	County	Lessee
225	Penn Square Mall	Oklahoma City	OKLAHOMA	Oklahoma	MW
110	Quail Springs Mall	Oklahoma City	OKLAHOMA	Oklahoma	MW
364	Crossroads Mall	Oklahoma City	OKLAHOMA	Oklahoma	MW
214	Woodland Hills	Tulsa	OKLAHOMA	Tulsa	MW
193	Eastland Mall	Tulsa	OKLAHOMA	Tulsa	MW
234	Heritage Mall	Albany	OREGON	Linn	W
41	Valley River Center	Portland	OREGON	Lane	W
233	Clackamas mall	Portland	OREGON	Clackamas	W
340	Washington Square	Portland	OREGON	Washington	W
438	Lloyd Center	Portland	OREGON	Multnomah	W
315	Columbia Mall	Bloomsburg	PENNSYLVANIA	Columbia	NE
359	Clearview Mall	Butler	PENNSYLVANIA	Butler	NE
310	Camp Hill	Camp Hill	PENNSYLVANIA	Cumberland	NE
135	Chambersburg Mall	Chambersburg	PENNSYLVANIA	Franklin	NE
70	Westmoreland Mall	Greensburg	PENNSYLVANIA	Westmoreland	NE
401	Colonial Park	Harrisburg	PENNSYLVANIA	Dauphin	NE
307	Laurel Mall	Hazleton	PENNSYLVANIA	Luzerne	NE
19	Park City Mall	Lancaster	PENNSYLVANIA	Lancaster	NE
129	Cranberry Mall	Oil City	PENNSYLVANIA	Venango	NE
196	Ross Park Mall	Pittsburgh	PENNSYLVANIA	Allegheny	NE

Store #	Name Of Store	City	State	County	Lessee
252	Robinson Town Centre	Pittsburgh	PENNSYLVANIA	Allegheny	NE
344	South Hills Village	Pittsburgh	PENNSYLVANIA	Allegheny	NE
90	Century III	West Mifflin	PENNSYLVANIA	Allegheny	NE
128	West Manchester	York	PENNSYLVANIA	York	NE
W 60	Berkshire Mall	Wyomissing	PENNSYLVANIA		NE
W 110	Indiana Mall	Indiana	PENNSYLVANIA		NE
W 91(S)	Roosevelt Mall	Philadelphia	PENNSYLVANIA		NE
W 169	South Mall	Allentown	PENNSYLVANIA		NE
W 86	Springfield Mall	Springfield	PENNSYLVANIA		NE
W 62	Stroud Mall	Stroudsburg	PENNSYLVANIA		NE
W 63	Susquehanna Valley Mall	Selingsgrove	PENNSYLVANIA		NE
W 180	The Gallery At Market East	Philadelphia	PENNSYLVANIA		NE
W 183	The Mall at Steamtown	Scranton	PENNSYLVANIA		NE
W 64	Viewmont Mall	Scranton	PENNSYLVANIA		NE
W 113	Warren Mall	Warren	PENNSYLVANIA		NE
W 13	West Manchester Mall	York	PENNSYLVANIA		NE
W 66(S)	Whiteland Towne Center	Exton	PENNSYLVANIA		NE
W 4	Willow Grove Park	Willow Grove	PENNSYLVANIA		NE
W 67	Willow Grove Park	Willow Grove	PENNSYLVANIA		NE
W 68	Wyoming Valley Mall	Wilkes Barre	PENNSYLVANIA		NE
W 69	York Galleria	York	PENNSYLVANIA		NE

Store #	Name Of Store	City	State	County	Lessee
W 178	Johnstown Galleria	Johnstown	PENNSYLVANIA		NE
W 46	King of Prussia Plaza	King of Prussia	PENNSYLVANIA		NE
W 186	King of Prussia Plaza	King of Prussia	PENNSYLVANIA		NE
W 190	Laurel Mall	Hazleton	PENNSYLVANIA		NE
W 47(S)	Lawrence Park Ctr	Broomall	PENNSYLVANIA		NE
W 48	Lebanon Plaza Mall	Lebanon	PENNSYLVANIA		NE
W 5	Lebanon Valley Mall	Lebanon	PENNSYLVANIA		NE
W 49	Lehigh Valley Mall	Whitehall	PENNSYLVANIA		NE
W 50	Lehigh Valley Mall	Whitehall	PENNSYLVANIA		NE
W 37	Logan Valley Mall	Altoona	PENNSYLVANIA		NE
W 10	Lycoming Mall	Muncy	PENNSYLVANIA		NE
W 51	Lycoming Mall	Muncy	PENNSYLVANIA		NE
W 3	MacDade Mall	Holmes	PENNSYLVANIA		NE
W 16	Montgomery Mall	North Wales	PENNSYLVANIA		NE
W 52	Montgomery Mall	North Wales	PENNSYLVANIA		NE
W 53	Neshaminy Mall	Bensalem	PENNSYLVANIA		NE
W 54	Nittany Mall	State College	PENNSYLVANIA		NE
W 44	North Hanover Mall	Hanover	PENNSYLVANIA		NE
W 55	Oxford Valley Mall	Langhorne	PENNSYLVANIA		NE
W 56	Oxford Valley Mall	Langhorne	PENNSYLVANIA		NE
W 41	Palmer Park Mall	Easton	PENNSYLVANIA		NE

Store #	Name Of Store	City	State	County	Lessee
W 57	Park City Mall	Lancaster	PENNSYLVANIA		NE
W 1	Plymouth Meeting Mall	Plymouth Mtg	PENNSYLVANIA		NE
W 11	Colonial Park Mall	Harrisburg	PENNSYLVANIA		NE
W 39	Colonial Park Mall	Harrisburg	PENNSYLVANIA		NE
W 191	Columbia Mall, Space 320	Bloomsburg	PENNSYLVANIA		NE
W 40	Court at King of Prussia	King of Prussia	PENNSYLVANIA		NE
W 17	Coventry Mall	Pottstown	PENNSYLVANIA		NE
W 109	DuBois Mall	DuBois	PENNSYLVANIA		NE
W 14	Fairgrounds Square Mall	Reading	PENNSYLVANIA		NE
W 59	Fairlane Village Mall	Pottsville	PENNSYLVANIA		NE
W 42	Franklin Mall	Washington	PENNSYLVANIA		NE
W 167	Franklin Mills	Philadelphia	PENNSYLVANIA		NE
W 168	Franklin Mills	Philadelphia	PENNSYLVANIA		NE
W 43	Granite Run Mall, #137	Media	PENNSYLVANIA		NE
W 18	Harrisburg East Mall	Harrisburg	PENNSYLVANIA		NE
W 45	Harrisburg East Mall	Harrisburg	PENNSYLVANIA		NE
W 6	Capital City Mall	Camp Hill	PENNSYLVANIA		NE
W 38	Capital City Mall	Camp Hill	PENNSYLVANIA		NE
W 9	Carlisle Plaza Mall	Carlisle	PENNSYLVANIA		NE
W 88	Beaver Valley Mall	Monaca	PENNSYLVANIA		NE
W 27 (S)	Andorra Shopping Center	Philadelphia	PENNSYLVANIA		NE

Store #	Name Of Store	City	State	County	Lessee
432	South Towne	Sandy	UTAH	Salt Lake	W
250	Chesapeake Mall	Chesapeake	VIRGINIA		SE
164	Piedmont Mall	Danville	VIRGINIA		SE
405	Spotsylvania Mall	Fredericksburg	VIRGINIA		SE
256	Coliseum Mall	Hampton	VIRGINIA		SE
322	Virginia Center Commons	Richmond	VIRGINIA		SE
185	Valley View Mall	Roanoke	VIRGINIA		SE
242	Lynnhaven Mall	Virginia Beach	VIRGINIA		SE
W 93	Springfield VA	Springfield	VIRGINIA		NE
W 172	The Mall at Manassas	Manassas	VIRGINIA		NE
W 24	Tyson's Corner Center	McLean	VIRGINIA		NE
W 115	Virginia Center Commons	Glen Allen	VIRGINIA		NE
W 31	Military Circle Mall	Norfolk	VIRGINIA		NE
W 32	New River Valley Mall	Christiansburg	VIRGINIA		NE
W 33	Patrick Henry Mall	Newport News	VIRGINIA		NE
W 34	Pembroke Mall	Virginia Beach	VIRGINIA		NE
W 174	Potomac Mills	Woodbridge	VIRGINIA		NE
W 114	Chesapeake Square Mall	Chesapeake	VIRGINIA		NE
W 171	Fair Oaks Mall	Fairfax	VIRGINIA		NE
W 29	Greenbrier Mall	Chesapeake	VIRGINIA		NE

Store #	Name Of Store	City	State	County	Lessee
W 90 (S)	Barrack Rd Shop. Center	Charlottesville	VIRGINIA		NE
W 173	Fashion Ctr at Pentagon City	Arlington	VIRGINIA		NE
147	Meadowbrook Mall	Bridgeport	WEST VIRGINIA	Harrison	SE
117	Charleston Town Center	Charleston	WEST VIRGINIA	Kanawha	SE
277	Morgantown Center	Morgantown	WEST VIRGINIA	Monongalia	SE
W 92	Martinsburg Mall	Martinsburg	WEST VIRGINIA		NE
W 36	Middletown Mall	Fairmont	WEST VIRGINIA		NE
397	Brookfield Square	Milwaukee	WISCONSIN	Waukesha	MW
280	Southridge	Milwaukee	WISCONSIN	Milwaukee	MW
268	Highland Plaza	Milwaukee	WISCONSIN	Waukesha	MW
124	Regency Mall	Racine	WISCONSIN	Racine	MW
155	Wausau Center	Wausau	WISCONSIN	Marathon	MW
428	Eastridge Mall	Casper	WYOMING	Natrona	W

LESSEE KEY

SE Camelot Southeast Region, Inc.
W Camelot Western Region, Inc.
MW Camelot Midwest Region, Inc.
NE Camelot Northeast Region, Inc.

Note:

Store numbers prefixed with "W" have been assigned by The Wall Music, Inc.

INVENTORY AND EQUIPMENT

OWNED PROPERTIES WITH GROUND LEASES

#76
501 COLLINS AVE.
MIAMI BEACH, FLORIDA

OLD #60
SUBLEASED TO VIDEO STREET INC.
8025 WEST HILLSBOROUGH BOULEVARD
TAMPA, FLORIDA

PROPERTY LEASED BY THE COMPANY - CURRENTLY OPERATING

SEE ATTACHED LISTING

PROPERTY LEASED BY THE COMPANY - NOT OPERATING

#44
121 WINTER HAVEN MALL
WINTER HAVEN, FL

PROPERTIES SUBLEASED BY THE COMPANY AS SUB-LESSOR

#59 (PARTY SUPERMARKET)
SUNILAND/MARLIN CENTRE
11921 S. DIXIE HWY.
MIAMI, FL

#62 (PARTY SUPERMARKET)
20880 BISCAYNE BLVD.
NORTH MIAMI, FL

#24 (VIDEO STREET, INC.)
4330 CORTEZ ROAD
BRADENTON, FL

PROPERTIES LEASED BY THE COMPANY AS LESSOR

#60 (VIDEO STREET, INC.)
8025 WEST HILLSBOROUGH BLVD.
TAMPA, FL

The Company sub-leases out a number of the parking spaces at Store #1, Coral Gables, Florida.

LEASE SUMMARY

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#01 / 1574 South Dixie Highway, Coral Gables FL	3/1/96	1/31/99	None	\$13,680 monthly plus applicable Florida sales tax along with 4% of Gross Sales annually per calendar year	None	No
		*Pursuant to agreement among Company and Buyer, this Lease will be amended to reflect an extension prior to closing.				
#02 / 4220 S. Florida Avenue, Lakeland FL	10/19/93	10/31/03	2 5-year options at \$.50/psf increase each year	\$6.50/psf/1 st year \$7.00/psf/2 nd year \$7.50/psf/3 rd year \$8.00/psf/4 th year \$8.50/psf/5 th year \$.50/psf increase each year thereafter	None	No
#03 / Edison Park, Ft. Myers, FL	8/1/87	1/31/99 (pursuant to Second Amendment to Lease Agreement)	2 5-year options in original lease *Both options have been exercised in the forms of the First and Second Amendments to the Lease Agreement. The second option was exercised for a term of one year	Minimum Annual Rent of \$104,000 plus an additional Percentage Rental equivalent to the amount, if any, by which 6.5% of Gross Sales equal or exceed \$375,000 per quarter for any period of four successive calendar quarters	None	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#04 / Palm Beach Mall Shopping Center, FL	8/3/89	Last day of 8 th Lease Year following the Rental Commencement Date of 10/1/89	None	Minimum Rent of \$103,320 annually plus 6% of Adjusted Gross Sales in excess of \$1,7220,000 in Lease Year	None	Yes, see Article XVIII *Consent requirement is inapplicable to a corporation if all outstanding voting stock of the corporation is listed on a National Securities Exchange as defined in the Securities Exchange Act of 1934, as amended.
#05 / Westland Mall Shopping Center, FL	8/3/89	Last day of 7 th Lease Year following the Rental Commencement Date of 9/1/89	None	*If Shopping Center contains more than five department stores, Minimum Rent is automatically increased 10% upon the date each additional department store in excess of 50,000 square feet opens for business. Minimum Rent of \$109,374 annually during the first through fifth Lease Year and any prior Partial Lease Year, Minimum Rent of \$125,000 annually during the 6 th and 7 th	\$1,107.00	Yes, see Article XVIII *Consent requirement is inapplicable to a corporation if all

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#06 / 1400 W. University Ave., Gainesville FL - Commercial Lease	8/1/94	7/31/04	2 5-year options	Lease Year <i>plus</i> 6% of Adjusted Gross Sales in excess of \$1,822,916.66 during the first through fifth Lease Year and \$2,083,333.33 during the sixth through seventh Lease Year	None	outstanding voting stock of the corporation is listed on a National Securities Exchange as defined in the Securities Exchange Act of 1934, as amended. No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#07 / Plaza Del Caribe Shopping Center, Ponce PR	Commencing 9/11/92 and fully executed 11/22/94	6/30/00	None	<p>of the most recent rental year or part year <i>plus</i> sales and use taxes, real property taxes and all tangible personal property taxes <i>plus</i> all increases in payments required of Lessor under Lessor's Long Term Ground Lease</p> <p>Fixed Annual Minimum Rent of \$83,820 annually through first five years and \$106,172.00 annually thereafter <i>plus</i> monthly Percentage Rent of 6% of the Gross Sales to the extent those Gross Sales exceed the Fixed Annual Minimum Rent</p>	None	<p>Yes, see Article 21.</p> <p>* A transfer of any stock of the Tenant or a change in control of tenant, if a corporation, shall be deemed an assignment. However, change in control provision is inapplicable to transfers of outstanding voting stock of Tenant which</p>

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#08 / Plaza Law Americas Shopping Center, Hato Rey PR	8/26/91	6/30/98	None	Fixed Annual Minimum Rent of \$132,120 annually <i>plus</i> monthly Percentage Rent of 7% of all sales transacted during each Lease Year in excess of \$1,887,428.57	None	are traded on a recognized national securities exchange if such stock continues to be so traded after any such transaction.
#15 / 202 SE First St., Miami FL	8/5/90	12/9/00	1 5-year option *Lease rate at then-prevailing rate for comparable retail space in downtown Miami.	Base Rent of \$65,000 annually <i>plus</i> beginning one year after Commencement Date, Base Rent or Adjusted Rent for immediately preceding year shall be multiplied by the percentage increase in the CPI; however, in no event shall annual rental adjustment exceed 4% in any one year	None	No
#16 / Sawgrass Mills	10/4/90	10/3/00	2 5-year options	Minimum rent of	None	Yes, see

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#17 / 163 rd Street Mall, Miami FL	8/9/94	7/1/05	None	<p>\$220,00 annually through the 5th year of term and \$240,000 annually beginning with 6th year and continuing through expiration of original term <i>plus</i> Percentage Rent as set forth in Section 2.02</p> <p>Minimum Rent of \$109,018 annually through first 6 Lease Years and \$124, 592 thereafter through end of term <i>plus</i> Percentage Rent as defined in section 1.1(F)</p>	None	<p>Article XI. If a Tenant is a corporation, sale of any voting capital stock of Tenant resulting in change of control is an assignment requiring consent unless Tenant is a corporation whose stock is traded on NASDAQ, American Stock Exchange or NYSE.</p> <p>No *Lease requires 30-days notice to the Landlord 30-days prior to effective date of</p>

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
# 19 / The Shoppes of West Melbourne, FL	10/18/94	6/30/05	2 5-year options	Minimum Rent of \$163,651.36 annually through first 5 Lease Years and \$188,679.36 annually thereafter	None	No *Lease requires 30-days notice to the Landlord 30-days prior to effective date of transfer.
#20 / 898 Havendale Blvd., Winterhaven FL	5/2/89	1/31/05	None	First year rent of \$72,000 annually with 3% increase in rent on each one-year anniversary of lease term <i>plus</i> Additional Rent of proportionate share of fees, taxes, insurance and maintenance *2/1/98 to 1/31/99 rent reduced to total of \$7,075.50 per month pursuant to Addendum "B" to Lease dated 3/30/98	None	No
#21 / Lake Walden Square Shopping Center, Plant City FL	6/27/89 (as amended by First Amendment	2/28/02	1 5-year option as provided in Second Amendment to Lease Agreement	Minimum Annual Rent during each Lease Year of \$72,000 annually with Minimum Annual Rent to be annually increased	None	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
	dated 9/1/90 and Second Amendment dated 1/1/97)			by a sum computed by multiplying the Minimum Annual Rent for preceding Lease Year by a percentage increase of 3% each year plus common area charges, taxes, and insurance expenses		
#23 / Santa Rosa Mall, PR	9/30/87 (Lease Assignment from Bentley's Luggage to Company on 2/28/93)	1/31/03	None	\$65,000 annually guaranteed rent plus Percentage Rent of amount, if any, by which 5% of gross receipts of store exceed guaranteed rent plus minor taxes and fees	None	Although the lease does contain a landlord notification requirement in the event of assignment, no landlord consent is required.
#24 / Pinebrook Square, Bradenton, FL	11/28/89 *Assigned by Company to Lancaster Partners IV, Ltd. on 7/9/96 (however Company still fully liable on Lease)	9/1/00	2 60-month options	Base Monthly Minimum Rent of \$6,900 per month during first Lease Year with 3% increase each year thereafter plus operating expense charge and tax expense charge	None	No, see section 28 and addendum 1-A (permitting assignment of lease to any party with an audited net worth in excess of \$5,000,000)
#25 / Key West, FL	7/10/92 as	6/30/99	1 2-year option	\$312,000 total rent for	\$1,000.00	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#26 / Luria's Plaza Shopping Center, Vero Beach, FL	amended on 2/15/94	8/31/03	*Option has been exercised.	full term for original lease plus \$5,343 per month for amendment plus taxes, insurance, etc. *If option was exercised, rent will be increased pursuant to option terms in Lease and Amendment	None	Yes, see section 9.4.
#27 / Lakeland Square Shopping Center, FL	6/9/94	11/14/04	2 5-year options *Company has exercised first option to renew term of lease for an additional 5-year period.	\$24,000 Minimum Rent Payment annually plus 4% of excess gross sales over \$600,000 plus various minor fees, taxes, and costs	None	Yes, see Article XX. *Consent requirement is inapplicable to a corporation if all outstanding voting stock of the corporation is listed on a National Securities
			None	Minimum Rent in first through fifth Lease Year and any prior Partial Lease Year of \$82,953 annually and during the sixth through tenth Lease Year of \$97,715 annually plus Percentage Rent Rate of 6% of Adjusted Gross Sales in excess of \$1,382,550 during 1 st through 5 th Lease Year and \$1,595,250 during 6 th through 10 th Lease Year		

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#33 / Ocala Shopping Center, Ocala, FL	3/8/90	10/9/98	1 5-year option	Guaranteed Minimum Rental of \$60,000 per year in Years 1 through 3; \$63,000 in years 4 and 5; and \$66,000 per year in years 6 through 8 <i>plus</i> various minor fees, taxes and costs	None	Exchange as defined in the Securities Exchange Act of 1934, as amended.
#41 / Miracle Center, Miami, FL	3/29/88 as amended on 4/19/88 and again on 1/22/97	6/30/99	1 3-year option	Fixed Minimum Rental of \$6,232.50 per month <i>plus</i> Percentage Rent of 6% of Gross Sales in excess of \$997,200 for same Lease Year <i>plus</i> various minor fees, taxes and costs	None	Yes, see Article XVII Transfer of any stock in excess of 20% of Tenant shall be an assignment cause lease to become subject to termination absent consent of L'or.
#44 / Winter Haven Mall, FL	4/27/88 as amended on 6/6/96 and again on	12/31/98	None	Guaranteed Minimum Rental pursuant to Rent Schedule on Rider No. 3 and First and Second	None	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
	3/14/97			Amendments to Lease (\$76,674 annually during final year of 1998) <i>plus</i> Percentage Rental of 5% of all Gross Sales during a Lease Year to the extent sales exceed the aggregate guaranteed minimum rental paid by Tenant for Lease Year <i>plus</i> various minor fees, taxes and costs		
#45 / Fowler Plaza, Tampa, FL	8/3/88 as amended on 7/797	1/31/00	1 1-year option	Minimum Guaranteed Rental of \$31,440 annually <i>plus</i> various minor fees, taxes and costs	None	Yes, see section 15.1 *If Tenant is a corporation, merger or sale of 51% of value of the assets is deemed an assignment of lease, requiring prior written consent of Landlord. However, this requirement is inapplicable to corporations

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#46 / Regency Square of Stuart, Stuart, FL	8/4/88	12/31/98	3 5-year options	Base Rent pursuant to paragraph 5 (current Base Rent amount is \$10,111.09 per month) plus annual escalation in Base Rent pursuant to formula in paragraph 7 plus various minor fees, taxes and costs	None	No whose stock is regularly traded through an exchange or over the counter.
#47 / 1425 S. Tamiami Trail, Sarasota, FL	8/11/88	11/30/99	3 5-year options	Base Rent of \$119,000 annually on Years 1-10 plus Percentage Rent equal to 5% of Gross Receipts exceeding \$2,000,000 per year beginning in third year of Lease with minimum Percentage Rents as set forth in section 6(a)(ii) plus various minor fees, taxes and costs	None	Yes, see section 21(f) Sale of all or a controlling interest of stock of Tenant shall be deemed to be an assignment, requiring prior written consent of Landlord.
#48 / Marketplace Square, Stuart, FL	8/8/88	4/12/99	3 5-year options	Minimum Annual Rent as set forth in section 3 (\$105,408.66 annually)	None	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#49 / Palm Springs Mile, Hialeah, FL	5/12/94	8/25/04	2 5-year options	for 2/1/98 to 1/31/99) plus Percentage Rate of 4% of Gross Sales in excess of Sales Break Point as set forth in Lease section 4 and Rider section 5 plus various minor fees, taxes and costs Fixed Annual Rent of \$179,888.04 per annum from Commencement Date through 5 th Lease Year and \$196,752.48 per annum from 6 th Lease Year through 10 th Lease Year plus various minor fees, taxes and costs	None	Yes, see section 22.01 * Assignment requires prior written consent of Landlord; payment of \$1,000 fee to cover landlord's administrative costs and expenses in processing consent request of Tenant.
#50 / Keystone Center, 12415 Biscayne Blvd., Miami, FL	8/88	12/31/00	1 10-year option	For first year of Term, Annual Base Rent of \$93,000 with automatic inflation adjustment each	None	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#51 / Homestead Town Square, Homestead, FL	11/30/93	1/31/00	1 5-year option	Base Rent of \$60,000 per annum in Lease Years 1 through 3; \$67,500 per annum in Lease Year 4 and \$70,000 in Lease Year 5 <i>plus</i> Percentage Rent of 3% of Gross Sales during Lease Year exceeding \$1,500,000 in Lease Years 1 through 3; \$1,687,500 in Year 4 and \$1,750,000 in Year 5 <i>plus</i> various minor fees, taxes and costs	None	Yes, see section 18 * Any transfer of corporate stock of Tenant resulting in a change of control requires prior written consent of Landlord.
#54 / Coral Square Shopping Center, Coral Springs, FL	10/27/94	3/31/05	None	Minimum Rent of \$157,032 per annum during 1 st through 3 rd Lease Year; \$168,664 during 4 th through 7 th Lease Year; and \$180,296 during 8 th through 10 th Lease Year <i>plus</i> Percentage Rent of 6% of Adjusted Gross Sales in excess of Percentage Break Point of \$2,617,200 during 1 st through 3 rd Lease Year.	None	Yes, see Article XX * Landlord's prior written consent to assignment requirement applies to change of control; exception for corporation listed on

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#55 / Mall of the Americas, Miami, FL	6/19/89	9/15/04	None	<p>\$2,811,066.66 during 4th through 7th Lease Year, and \$3,004,933.33 during 8th through 10th Lease Year <i>plus</i> various minor fees, taxes and costs</p> <p>Fixed Minimum Annual Rent of \$43,620 per annum <i>plus</i> annual CPI increases not to exceed 3% <i>plus</i> Percentage Rent of 4% of Gross Sales in each Lease Year that exceeds an amount equal to the Fixed Minimum Annual Rent <i>plus</i> various minor fees, taxes and costs</p>	None	<p>National Securities Exchange as defined in Securities Exchange Act of 1934, as amended</p> <p>Yes, see section 15(a)</p> <p>*Transfer of control constitutes assignment requiring Landlord consent; however, nothing in lease restricts sale of voting common stock of which is traded in a National Securities Exchange as defined in Securities Exchange Act of 1934, as</p>

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#56 / 2855 66 th Street North, St. Petersburg, FL	11/21/90	1/31/01	2-5-year options	Monthly Minimum Rent of \$11,666.67 plus annual CPI increases beginning in 1993 not to exceed 3% plus annual Percentage Rent of 4% of Gross Sales less the minimum rent paid during the immediately preceding Lease year plus various minor fees, taxes and costs	None	No amended including NASDAQ and over the counter)
#58 / Century Village, West Palm Beach, FL	8/2/88	4/19/00	2-5-year options	Minimum Annual Rent of \$120,000 plus cumulative 15% increase to commence in each of the 6 th year, the 11 th year, and the 16 th year from lease inception plus Percentage Rent of 3.5% of Adjusted Gross Sales in excess of \$1,200,000 with limit of \$10,000 for Percentage Rent in any one year plus various minor fees, taxes and costs	\$10,000 allocated to first month's rent	Yes, see section 7.3 *If Tenant is a corporation and there is a change in control, Landlord may at Landlord's option and discretion by giving 60 days prior written notice to

RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
Minimum Rent of \$11,666.67 plus annual CPI increases beginning in 1993 not to exceed 3% plus annual Percentage Rent of 4% of Gross Sales less the minimum rent paid during the immediately preceding Lease year plus various minor fees, taxes and costs	None	Yes, see section 7.3 *Change in control in Tenant deemed an assignment Lease subject to prior written consent of Landlord, Tenant may pay as Addition: Rent the Landlord (reasonable attorney's incurred connectic with rev and preparati document
Minimum Annual Rent of \$120,000 plus cumulative 15% increase to commence in each of the 6 th year, the 11 th year, and the 16 th year from lease inception plus Percentage Rent of 3.5% of Adjusted Gross Sales in excess of \$1,200,000 with limit of \$10,000 for Percentage Rent in any one year plus various minor fees, taxes and costs	\$10,000 allocated to first month's rent	*If Tenant is a corporation and there is a change in control, Landlord may at Landlord's option and discretion by giving 60 days prior written notice to

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#59 / Suniland/Marin Centre, 120 th St. & South Dixie Highway, Miami, FL	8/14/89 *Company assigned this lease to The Party Supermarket, Inc. by Assignment, Assumption and Amendment of Lease dated 1/17/96 (wherein Assignee exercised 1 st of two options); Company remains obligated to L'or for full amount of lease through conclusion of Initial Term	11/30/00	2 5-year options *First option has been exercised by Assignee The Party Supermarket	Minimum Rent of Monthly Base Rent through first 5 years of \$11,246.42 with increase in Monthly Base Rent to \$12,430.25 in Year 6 along with pro rata share of taxes and maintenance fees plus cost of living increase based upon CPI to be applied to Monthly Base Rent during Option Term on the first anniversary date of the Option Term and each one year anniversary subject to 103% prior term limitation	None	Tenant, declare such change a breach of and default under lease. Yes, see section 12.2 *Change of control in Tenant deemed an assignment of Lease subject to prior written consent of Landlord; Tenant must pay as Additional Rent the "Landlord" reasonable attorney's fees incurred in connection with review and preparation of documents

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#60 / 8025 West Hillsborough Blvd., Tampa, FL **Company is L'or	8/28/96	9/30/01	2 options (1 st for additional 3 years and 2 nd for additional 5 years) Option Terms: If L'ee is not in default under terms and conditions of Lease, L'ee has option to renew Lease for 2 additional terms with first being 3 years in length and second being 5 years in length so long as L'ee provides written notice to L'or of L'ee's intent to renew not less than 90 days prior to scheduled expiration date of Lease. All other provisions of Lease remain same subject to Base Rent changes.	Base Rent of \$6,014.66 monthly from 9/30/96 to 9/29/01 and \$6,390.58 from 9/30/01 to 9/29/04 and \$6,766.50 from 9/30/04 to 9/29/09 plus various minor fees, taxes and costs	None	consenting to assignment. No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#62 / Shopping Center @ Biscayne Blvd. And 209 th St., Miami, FL	7/28/89 as amended 6/15/90 *Company assigned this lease to The Party Supermarket, Inc. by Assignment, Assumption and Amendment of Lease dated 4/2/96 (wherein Assignee exercised 1 st of two options); Company remains obligated to L'or for full amount of lease through conclusion of Initial Term	9/30/05	2 5-year options Option Terms: If Tenant is not in default, Tenant may extend Lease for 2 successive periods of 5 years each on same term of original Lease except Fixed Minimum Rent for each Lease Year during any extended term shall be at the rate that was in effect for prior Lease Year plus 3% thereof.	Fixed Minimum Rent of \$159,482 annually with annual increase of 3% of Fixed Minimum Rent payable for immediately preceding Lease Year plus various minor fees, taxes and costs	None	Yes, see section 9.2 *Change of control constitutes assignment under terms of document requiring prior written consent of Landlord. The change of control provision is inapplicable to a corporation with all voting stock listed on a national exchange as defined in Securities Exchange Act of 1934 as amended.
#63 / Village Shoppes, Boynton Beach, FL	7/20/89	12/31/00	2 5-year options	Fixed Minimum Rent of \$118,200 per annum for first lease year with annual adjustment to an	None	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED	
#66 / 1655 Washington Ave., Miami Beach, FL	10/5/96	10/22/97	2 1-year options	amount equal to 103% of minimum rent of prior lease year <i>plus</i> various minor fees, taxes and costs	None	No	
#67 / 13801 South Dixie Highway, Miami, FL	4/20/88	8/31/03	2 5-year options *First and second options have been exercised	Base Rent of \$27.00 per SF per annum during Initial Period; \$28.00 per SF per annum during 1 st option period and \$29.00 per SF per annum during 2 nd option period <i>plus</i> Additional Payments including taxes and 7% of Tenant's Gross Sales in excess of Breakpoint (Breakpoint during Initial Term is \$578,000 with subsequent options terms being \$665,000) <i>plus</i> various minor fees and costs	For first 2 years of 1 st option period, 9/1/93 through 8/31/95 Base Rent was \$22.00 per SF per year and for remaining 3 years of option, base rent has been increased to \$23.00 per SF per year <i>plus</i> various minor fees, taxes	\$19,103.00	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#68 / 11600 SW 88 th St., Miami, FL	4/9/84	8/31/01	3 5-year options *Company has exercised all three options.	and costs Total Rental of \$315,000 for full Initial Term (\$5,250 monthly) <i>plus</i> applicable cost of living increases <i>plus</i> various minor fees, taxes and costs; if options are exercised annual rent is same as applicable cost of living increases <i>plus</i> various minor fees, taxes and costs	\$10,500.00	Yes, see section 15 *Change of control can constitute assignment under terms of document requiring prior written consent of Landlord. L'ce must give Landlord notice of assignment and Landlord has option to treat transfer as assignment.
#72 / Parkway Plaza Shopping Center, Leon County, FL	7/1/93	10/31/03	2 5-year options	Annual Base Rent of \$70,000 for Years 1 and 2 and \$84,000 for Years 3 and 4 with annual adjustment to Base Rent for each Operating Year following Operating Year 4 calculated by multiplying preceding Operating Year Annual	None	No

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#73 / Outler Ridge Mall, Miami, FL	2/1/94	3/25/04	None	<p>Base Rent by a fraction with numerator of CPI (however Base Rent shall never exceed 103% of Base Rent for preceding Operating Year) <i>plus</i> Percentage Rent of 6% per calendar year of Gross Sales exceeding the total Monthly Base Rent for calendar year or partial calendar year <i>plus</i> various minor fees, taxes and costs</p>	None	<p>Yes, see Article XX</p> <p>**Change of control constitutes assignment under terms of document requiring consent of Landlord. The change of control provision is inapplicable to a corporation with all voting</p>
				<p>Minimum Annual Rent of \$136,510 through 5th Lease Year and \$148,920 per annum during 6th through 10th Lease Years <i>plus</i> Percentage Rent</p> <p>Rate of 6% per annum for all Adjusted Gross Sales exceeding \$2,275,166.66 during 1st through 5th Lease Years and \$2,482,000 during 6th through 10th Lease Years <i>plus</i> various minor fees, taxes and costs</p> <p>*See addendum to Article IV, section 3 for</p>		

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#74 / Aventura Mall Shopping Center, Miami, FL	2/4/94	10/31/04	None	<p>limitations and qualifications on rental rights and liabilities</p> <p>**If Shopping Center shall at any time during Lease term contain more than 4 stores in excess of 50,000 SF each, Minimum Rent shall automatically increase by 5% on the date an additional store in excess of 50,000 SF opens for business.</p> <p>Minimum Rent of \$167,000 per annum <i>plus</i> Percentage Rent Rate of 6% of Adjusted Gross Sales in excess of Percentage Break Point of \$2,778,333.33 <i>plus</i> various minor fees, taxes and costs</p> <p>*See addendum to Article IV, section 3 for limitations and qualifications on rental rights and liabilities</p> <p>**If Shopping Center</p>	None	<p>stock listed on a national exchange as defined in Securities Exchange Act of 1934 as amended.</p> <p>Yes, see Article XX</p> <p>*Change of control constitutes assignment under terms of document requiring consent of Landlord. The change of control provision is inapplicable to a corporation</p>

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#75 / Paddock Mall Shopping Center, Ocala, FL	9/1/94	11/30/04	None	<p>shall at any time during Lease term contain more than 4 stores in excess of 50,000 SF each, Minimum Rent shall automatically increase by 10% on the date an additional store in excess of 50,000 SF opens for business.</p> <p>Annual Minimum Rent during 1st through 3rd Lease Year and any Partial Leases Year of \$75,258; \$87,801 per annum during 4th through 7th Lease Years; and \$96,163 per annum during 8th through 10th Lease Years <i>plus</i> Percentage Rent Rate of 6% of Adjusted Gross Sales exceeding Percentage Break Points of \$1,254,300 during 1st through 3rd Lease Years, \$1,463,350 during 4th through 7th Lease Year, and \$1,602,716.66 during 9th through 10th Lease Years <i>plus</i> various taxes, fees and costs</p>	None	<p>with all voting stock listed on a national exchange as defined in Securities Exchange Act of 1934 as amended.</p> <p>Yes, see Article XX</p> <p>*Change of control constitutes assignment under terms of document requiring consent of Landlord. The change of control provision is inapplicable to a corporation with all voting stock listed on a national exchange as defined in</p>

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#76 / 511 Collins Ave., Miami Beach, FL	1/1/93 as amended 5/24/94 *Through series of assignments, Company became Assignee of this Lease as amended	12/31/09	No additional lease options; however there are three options to purchase property	Base Rent of \$17,000 monthly from 6/1/94 to 12/1/99; Base Rent of \$21,000 monthly from 1/1/00 to 12/1/04; Base Rent of \$24,000 monthly from 1/1/05 through 12/31/09 (termination of lease) <i>plus</i> payment of \$300,000 if L'ee develop second floor	\$50,000.00 *Paid by original L'ee Michael Comras as Trustee	Securities Exchange Act of 1934 as amended. Yes
#77 / Miami International Mall <i>FL</i>	4/15/94	10/31/04	None	Minimum Rent during 1 st through 4 th Lease Year and any Partial Lease year of \$133,960 per annum and Minimum Rent during 6 th through 10 th Lease Year of %150,705 per annum <i>plus</i> Percentage Rent Rate of 6% of Adjusted Gross Sales exceeding Percentage Break Points of \$2,232,666.66 during 1 st through 5 th Lease Years and \$2,511,750 during 6 th through 10 th	None	Yes, see Article XX *Change of control constitutes assignment under terms of document requiring consent of Landlord. The change of control provision is inapplicable to

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
#78 / Las Americas Expressway & Perpherl Ave., San Juan, PR	2/6/95	10/28/05	None	Lease Year <i>plus</i> various taxes, fees and costs Minimum Rent for 1 st 5 Lease Years, plus any Partial Lease Year, of \$102,300 per annum and Minimum Rent for 6 th through 10 th Lease Years of \$119,350 per annum <i>plus</i> Percentage Rent Rate of 6% for Adjusted Gross Sales exceeding Breaking Points of \$1,705,000 for first 5 Lease Years and \$1,989,166.67 for second 5 Lease Years <i>plus</i> various taxes, fees and costs	None	a corporation with all voting stock listed on a national exchange as defined in Securities Exchange Act of 1934 as amended. *Change of control in corporate L'ice constitutes assignment requiring written consent of Landlord. However, change of control consent provision is inapplicable to any corporation so long as all outstanding

STORE # / DESCRIPTION	DATE OF LEASE	EXPIRATION DATE OF LEASE	NUMBER OF RENEWAL OPTIONS	RENTAL AMOUNT	SECURITY DEPOSIT	CONSENT REQUIRED
# 99 / NW 82 nd Ave., Miami, FL	6/6/96	6/30/01	None	Base Rent of \$16,187.50 per month for Lease Year beginning 7/1/96, \$16,916.67 per month for Lease Year beginning 7/1/97, \$17,645.83 per month for Lease Year beginning 7/1/98, \$18,375 per month for Lease Year beginning 7/1/99 and \$19,104.17 for Lease Year beginning 7/1/00 plus Tenant's percentage Share of 1.26% of Operating Expenses	\$33,375.00	shares of stock of such corporation are listed on a National Securities Exchange as defined in Securities Exchange Act of 1934, as amended. *Transfer includes change of control if Tenant is a closely held corporation or limited liability company. While Spec's as a Tenant does not meet definition, Buyer or MergerCo could.
						Yes, see article XIV

**CHIEF EXECUTIVE OFFICES AND
NOTICE INFORMATION**

Camelot Distribution Co., Inc.
Camelot Midwest Region, Inc.
Camelot Northeast Region, Inc.
Camelot Southeast Region, Inc.
Camelot Western Region, Inc.
Grapevine Records and Tapes, Inc.
SM Acquisition, Inc. (to be known as Spec's Music, Inc.)

8000 Freedom Avenue, N.W.
North Canton, Ohio 44720
Fax: (330) 494-8535

{KAULERY\23182\MES0359.DOC;1}