

AMENDMENT OF LEASE AGREEMENT

THIS AMENDMENT OF LEASE AGREEMENT ("Amendment") dated this 28th day of April, 2009, is made and entered into by and between DESTIN COMMONS, LTD., a Florida limited partnership (hereinafter referred to as "Lessor"), and JOS. A. BANK CLOTHIERS, INC, a Delaware corporation (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee entered into a Lease dated September 9th, 2003, wherein Lessor agreed to lease to Lessee approximately 3,740 square feet of Floor Area designated as Room No. A102, in Destin Commons, situated in the County of Okaloosa, State of Florida (the "Lease"); and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The foregoing recitals are true, correct and are incorporated herein by reference, as if set forth in their entirety.
2. The provisions of this Amendment are intended to, and shall supersede any provisions of the Lease to the contrary. Unless otherwise defined herein, all references and sections and terms in this Amendment, shall refer to the same sections and have the same meanings and definitions as set forth in the Lease.
3. Effective as of February 1, 2009, and continuing through January 31, 2011, the annual Minimum Rent, as set forth in Article I, Section 1.01(f) of the Lease shall be Sixty-Seven Thousand Three Hundred Twenty and 00/100 Dollars (\$67,320.00) per annum; payable in equal monthly installments of Five Thousand Six Hundred Ten and 00/100 Dollars (\$5,610.00).
4. Effective as of February 1, 2011, and continuing through January 31, 2014, the annual Minimum Rent, as set forth in Article I, Section 1.01(f) of the Lease shall be Seventy-Five Thousand Four Hundred Thirty-Five and 00/100 Dollars (\$75,435.00) per annum; payable in equal monthly installments of Six Thousand Two Hundred Eighty-Six and 25/100 Dollars (\$6,286.25).
5. Effective as of February 1, 2009, and continuing through January 31, 2011, the Percentage Rent Rate, as set forth in Article I, Section 1.01(g) of the Lease shall be five percent (5%), and the Percentage Break Point shall be increased to One Million Three Hundred Forty-Six Thousand Four Hundred and 00/100 Dollars (\$1,346,400.00) per annum.
6. Effective as of February 1, 2011, and continuing through January 31, 2014, the Percentage Rent Rate, as set forth in Article I, Section 1.01(g) of the Lease shall be five percent (5%), and the Percentage Break Point shall be increased to One Million Five Hundred Eight Thousand Seven Hundred and 00/100 Dollars (\$1,508,700.00) per annum.
7. Lessee and Lessor hereby agree that Lessee shall no longer have a right to terminate the Lease based upon the volume of Lessee's Adjusted Gross Sales during the fifth (5th) Lease Year, therefore, Footnote #4 to Article I, Section 1.01(g) of the Lease (as amended by those certain letters dated February 11, 2009 and March 23, 2009, respectively, from Sandra Kelley to Don Epley) is hereby deleted in its entirety.
8. Effective as of February 1, 2009, Article I, Section 1.01(k) entitled Marketing Payment and Article X, Section 10.02 all are hereby deleted in their entirety, and Lessee shall not be obligated to pay to Lessor the Marketing Payment, or any portion thereof that would have otherwise accrued after February 1, 2009. If any portion of the Marketing Payment that accrued prior to February 1, 2009 remains due and owing from Lessee to Lessor, Lessee shall be obligated to pay such amount to Lessor pursuant to the Lease, notwithstanding the provisions of this Amendment.

9. Effective as of January 1, 2009, in lieu of payment of its proportionate share of Common Area Maintenance Costs (accruing after that date), as required and as calculated pursuant to Sections 13.02, 13.03, and 13.04 of the Lease, Lessee shall pay to Lessor a Common Area Maintenance Payment in the amount of Seven and 00/100 Dollars (\$7.00) per year for each square foot of Floor Area (which includes the costs and expenses for Common Area utilities and Common Area insurance) ("CAM Payment"). Commencing on January 1, 2010, and continuing on each January 1, thereafter, Lessee's CAM Payment shall be adjusted upwards by four percent (4%). Lessee's CAM Payment shall be paid in equal monthly installments on the first (1st) day of each calendar month, in advance.

If any portion of Lessee's proportionate share of Common Area Maintenance Costs which accrued prior to January 1, 2009, remains due and owing from Lessee to Lessor, Lessee shall be obligated to pay such amount to Lessor pursuant to the Lease, notwithstanding the provisions of this Amendment.

10. Except as herein specifically modified, supplemented, and amended, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect, and together with the terms and conditions of this Amendment, shall be binding upon Lessor and Lessee and their respective successors and assigns.

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Amendment of Lease Agreement to be signed as of the day and year first above written.

Signed in the presence of:

LESSOR:

DESTIN COMMONS, LTD.,
a Florida limited partnership

By: Emerald Mall LLC, a Florida limited
liability company, its sole general partner

By: Emerald Mall 2004, Inc., a Florida
corporation, sole member

By: 
Jacquelyn Soffer, President


Print Name: Carol Abranoso

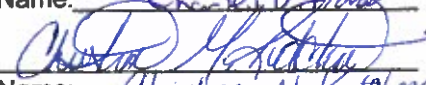

Print Name: Andrea Kutzman 

LESSEE:

JOS. A. BANK CLOTHIERS, INC.,
a Delaware corporation

By: 
David E. Ullman
Executive Vice President/CFO


Print Name: Charles D. Evans


Print Name: Chastina M. Kutzman


LESSOR'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS
 COUNTY OF MIAMI-DADE)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JACQUELYN SOFFER, who is personally known by me, and has proved to my satisfaction to be the person described in and who executed the foregoing instrument as President of EMERALD MALL 2004, INC., a Florida corporation, sole member of EMERALD MALL LLC, a Florida limited liability company, the sole General Partner of DESTIN COMMONS, LTD., a Florida limited partnership, who acknowledged that she did sign and seal the foregoing instrument for, and on behalf of said limited partnership, and that the same is her free act and deed as such officer and the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Aventura, FL, this 28 day of April, 2009.

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Carol R. Abramson
 Commission # DD524182
 Expires: APR. 14, 2010
 Bonded Thru Atlantic Bonding Co., Inc.

Carol R. Abramson
 NOTARY PUBLIC

LESSEE'S ACKNOWLEDGMENT

STATE OF Maryland)
) SS
 COUNTY OF Baltimore)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David E. Ullman, personally known by me or has produced _____ as identification and has proved to my satisfaction to be the person described in and who executed the foregoing instrument as Executive Vice President/CFO of JOS. A. BANK CLOTHIERS, INC., a Delaware corporation, who acknowledged that he did sign and seal the foregoing instrument for, and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors and that the same is his free act and deed as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hampton, MD, this 24th day of April, 2009.

David E. Ullman
 Notary Public
Expires 9/14/09