

<b>UNITED STATES BANKRUPTCY COURT District of Delaware</b>		<b>PROOF OF CLAIM</b>		
Name of Debtor: <b>URBAN BRANDS INC</b>		Case Number: <b>10-13005</b>		
<p><b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503</p>				
Name of Creditor (The person or other entity to whom the debtor owes money or property) <b>GENERAL ELECTRIC CAPITAL CORP</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and Address Where Notices Should be Sent <b>GENERAL ELECTRIC CAPITAL CORP</b> 1010 Thomas Edison BLVD SW Cedar Rapids, IA 52404  Telephone Number: 630-718-7020				
Account or other number by which creditor identifies debtor: <b>4390454-002</b>		Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ if this claim <input type="checkbox"/> amends		
1. Basis For Claim: <div style="float: right; text-align: center; font-weight: bold; font-size: 1.2em;">                     RECEIVED                      JAN 06 2011                      BMC GROUP                 </div> <table style="width:100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Goods sold  <input type="checkbox"/> Services performed  <input type="checkbox"/> Money loaned  <input type="checkbox"/> Personal injury/wrongful death  <input type="checkbox"/> Taxes  <input checked="" type="checkbox"/> Other: Executory Contracts / Unexpired Leases                 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114 (a)  <input type="checkbox"/> Wages, salaries, and compensation (Fill out below)                      Last four digits of SSN#: _____                      Unpaid compensation for services performed                      From _____ to _____                      (date) (date)                 </td> </tr> </table>			<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other: Executory Contracts / Unexpired Leases	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114 (a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of SSN#: _____ Unpaid compensation for services performed From _____ to _____ (date) (date)
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2. Date Debt Was Incurred: See Attached		3. If court judgment, date obtained:		
4. Total Amount of Claim at Time Case Filed: <b>\$10,622.90 *</b>				
<p>* This is a contingent claim arising from equipment leases entered into between the Debtor and the Creditor, copies of which are attached hereto. The claim amount reflects the remaining lease balance as of 12/15/10 and is subject to subsequent modification</p> <p>If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.</p> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.				
5. Secured Claim: <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other  Value of Collateral: _____ Amount of arrearage and other charges <u>at time case filed</u> included in secured claim, if any: \$		7. Unsecured Priority Claim: <input type="checkbox"/> Check this box if you have an unsecured priority claim  <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -- 11 U.S.C § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C § 507(a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child -- 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C § 507(a)(8). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Unsecured Nonpriority Claim: <b>\$10,622.90</b>				
<input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none of your claim is entitled to priority.				
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY DISTRICT OF DELAWARE 10 DEC 22 AM 8:50		
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of li				
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of the proof of claim.				

Date Signed	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
12/15/2010	Becky Janito - Agent <i>Becky Janito</i> for Creditor

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

*BMC*



ACCOUNT NAME: URBAN BRANDS INC  
ACCOUNT SCHEDULE 4390454-002 BALANCE DUE SUMMARY  
By: Becky Janito  
Case: 60279  
Petition Date: 9/21/2010

**A. OPEN/ACCRUED ITEMS:**

			7/1/2010,	
			8/1/2010,	
			9/1/2010,	
			10/1/2010,	
# Months Billed			5	11/1/2010
Next Unbilled Payment Due Date:			12/1/2010	
	Monthly			
	<u>Unit Cost</u>		<u>No. Months</u>	<u>Aggregate</u>
1) REGULAR PAYMENT	333.32	X	1	333.32
	581.98	X	2	1,163.96
2) LATE CHARGES	33.33	X	1	33.33
	58.20	X	2	116.40
	PRE-PETITION DUE			1,647.01
1) REGULAR PAYMENT	581.98	X	2	1,163.96
2) LATE CHARGES	58.20	X	2	116.40
	POST-PETITION DUE			1,280.36

**B. PROPERTY TAX CHARGES:**

	<u>Unit Cost</u>		<u>No. Months</u>	<u>Aggregate</u>
				0.00

**C. REMAINING AMOUNTS DUE:**

# Months Remaining after Past due :  
\$581.98 X 9

1. Remaining Payments Equipment Rental Charges:	0.00
2. Remaining Payments Sales Tax:	0.00
3. Rental Stream Present Value @ 6% from Remaining Payments:	5,109.24
4. Residual:	2,586.29
5. Guaranteed Purchase Option:	0.00
<b>TOTAL REMAINING PAYMENTS/PETITION:</b>	<b>7,695.53</b>

**D. TOTAL TRANSACTION TERMS:**

Months 48 Planned End Date: 8/1/2011

**D. Equipment**

1. Gross Equipment Sale Proceeds:	0.00
2. Letter of credit cashed:	0.00
3. Repossession/Resale Expenses:	0.00

**GRAND TOTAL INCLUDING RESIDUAL 10,622.90**

(This total does not include applicable legal fees which will be charged to the lessee)

Equipment description:

**SEE DOCS**

Canon

AUG 14 '07 AM 9:47

Canon Financial Services, Inc. ("CFS")
Remittance Address: P.O. Box 4004
Carol Stream, Illinois 60197-4004 (800) 220-0200

LEASE AGREEMENT

CFS-1014 (06/05)

AGREEMENT NUMBER 3-190669-6

COMPANY LEGAL NAME Urban Brands Inc. DBA (Customer) PHONE 201.319.9093

BILLING ADDRESS 100 Metro Way Secaucus NJ 07094

EQUIPMENT ADDRESS SAME CITY COUNTY STATE ZIP

Table with columns: EQUIPMENT INFORMATION (Quantity, Serial Number, Make/Model/Description) and NUMBER AND AMOUNT OF PAYMENTS (Number of Payments, Total Payment). Includes equipment details: 1 TPW00085 ImageRUNNER C 4580i, 5W07610289 w/ ECOPY SSOP V4.0. Total payments: 48, Total Payment: \$552.00.

FIRST PAYMENT AMOUNT: FIRST & LAST PAYMENT(S) \$0, SECURITY DEPOSIT \$0, TOTAL DUE AT SIGNING \$0. END OF TERM PURCHASE OPTION: FAIR MARKET VALUE \$100.

Automated Cleaning House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period...

ACH YES NO: YES [ ] NO [X]

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED: CANON FINANCIAL SERVICES, INC. By: [Signature] Title: D.S.R. Date: 8/10/07. AUTHORIZED CUSTOMER SIGNATURE: By X [Signature] Title: VP Finance/Personnel. Printed Name: Michael Abate. Tax ID# 510 373 678 000.

ACCEPTANCE CERTIFICATE: To Canon Financial Services, Inc ("CFS") The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement.

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, Delaware organized under the laws of the State of NJ, with its chief executive office at 100 Metro Way Secaucus, NJ 07094... 2. AGREEMENT PAYMENTS: Customer agrees to pay in advance to CFS, during the term of the Agreement, (a) the payments specified under "Number and Amount of Payments" and (b) such other amounts permitted hereunder as invoiced by CFS... 3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under the Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for each such amount... 4. TERM OF AGREEMENT: The term of the Agreement shall commence on the date the Equipment is delivered to Customer and shall continue until all amounts due and payable to CFS have been paid in full.

PERSONAL GUARANTY

The undersigned, (whether one or more as specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC ("CFS") entering into an Agreement (together with any schedules or supplements thereto, the "Agreement") with the Customer identified above ("Customer") irrevocably and unconditionally (jointly and severally, guarantee to CFS and its successors and assigns, the payment when due of all amounts owed under the Agreement, whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and CFS... The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Lease/les, or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN A STATE COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY, OR A FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN, NEW JERSEY, PROVIDED THAT CFS, AT ITS SOLE OPTION, MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. GUARANTOR BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND AGREES TO WAIVE AND CONVEY TO VENUE AND CONVENIENCE OF FORUM GUARANTORS BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Printed Name: Signature X: (No Title) Date: Address: Phone: Printed Name: Signature X: (No Title) Date: Address: Phone:

8. **ADVANCE PAYMENTS - SECURITY DEPOSIT:** CFS may apply, but shall not be obligated to apply, any "Advance Payment(s)" or "Security Deposit" specified above to cure any default of Customer, in which event Customer shall promptly restore to CFS any amount so applied. In no event shall any advance payment or security deposit earn interest except where required by applicable law. No portion of any security deposit will be refunded to Customer until all of Customer's obligations have been fully performed as expressly provided in this Agreement. If the "Irrevocable" box is checked on, no portion of the security deposit will be refunded to Customer for any reason whatsoever.

9. **NO CFS WARRANTIES - CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LINE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purpose of making and prosecuting any such claim, the rights, if any, which CFS may have against the supplier, dealer or manufacturer for breach of warranty or other representation regarding any item of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke its acceptance, however. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically ratifying this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CFS is the lessor and Customer is the lessee of the Equipment under the Agreement. As between CFS and Customer only this Agreement shall supersede any Customer purchase order or its entirety. Customer agrees to waive any right of specific performance of the Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all liens and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate government office or agency) is set forth herein. Upon request, Customer will deliver to CFS a good standing certificate and/or state certified constituent documents. The jurisdiction of organization of Customer is as set forth herein. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name, the location of its chief executive office or its corporate structure (including, without limitation, its jurisdiction of organization) unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.

9. **USE; FINANCING STATEMENTS:** Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party financing service designated by CFS) to execute and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including bills containing a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.

10. **INDEMNITY:** Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. **MAINTENANCE; ALTERATIONS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. **TAXES; OTHER FEES AND CHARGES - CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any item of the Equipment. The payments payable under this Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer, if Customer fails to pay any fee, assessment, tax or expense or charges as required by the Agreement, CFS shall have the right but not the obligation to pay these fees, assessments, taxes, expenses or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs. If any Customer acknowledges that when a required by law, CFS will file any notice and pay personal property tax as levied on the Equipment. Customer shall reimburse CFS for the expense of personal property taxes as imposed by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. **INSURANCE:** Customer, at its sole cost and expense, shall obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not to exceed \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates of other insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of (i) all amounts then owed by Customer to CFS under this Agreement, (ii) the present value of (a) remaining Payments for the full term of this Agreement, (ii) the "Asset Value," and the "Asset Value" shall be (A) for an Agreement with a \$100 purchase option, \$100, (B) for an Agreement with no purchase option or a Fair Market Value purchase option, the Fair Market Value of the Equipment shall be as defined in the terms hereof, and (C) for an Agreement with an Other or 10% Purchase Option, the amount indicated as the respective dollar amount of such Purchase Option on the face of this Agreement, plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 6% per year. Customer hereby appoints CFS as Customer's attorney in fact to make a claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS's request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fee earned by it in connection with any insurance obtained under this Agreement. For as long as neither Customer nor CFS has obtained such insurance, Customer shall pay to CFS, upon demand, an amount equal to 3% of the Payment for each billing period.

14. **LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. If such loss, theft or damage shall relieve Customer of any obligation under the Agreement. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey title to such equipment to CFS (such equipment will become "Equipment" subject to the terms of the Agreement) or (b) pay CFS the Remaining Lease Balance. Upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in the Equipment, in its then condition and location, without encumbrances of any kind.

15. **DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) if Customer or any Guarantor ceases (including business as a going concern) (i) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (ii) if a petition is proceeding as filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (iii) if a receiver, trustee, conservator or liquidator is appointed for Customer, any Guarantor, or any of their property; (iv) if any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; (v) if Customer or any Guarantor defaults under any loan or credit agreement; or (vi) if Customer or any Guarantor who is a natural person dies.

16. **REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to declare all unpaid Payments and other amounts due and payable under the Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer, (c) with or without notice, demand or legal process, to take possession of any or all of the Equipment (and Customer's successors and employees CFS to enter upon the premises whenever the Equipment may be found) and (d) retain all such Equipment and all Payments and other sums paid under this Agreement; or (e) to lease the Equipment and receive from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payment under the new Agreement; or (f) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (g) to pursue any remedy permitted at law or in equity; (h) CFS may dispose of the Equipment in its then present condition or following such disposition and processing as CFS deems commercially reasonable; (i) shall have no duty to prepare the Equipment prior to sale; (ii) may modify warranties of title, possession, quiet enjoyment and the like, and (iii) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement.

17. **LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under the Agreement on or before the applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or ten dollars (\$10) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be in addition to damages and as compensation for CFS's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in enforcing any of its rights or remedies under the Agreement or in enforcing any of the terms or provisions of the Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not suit is brought. If CFS should bring suit against Customer and CFS agrees that attorney's fees shall not exceed twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. **ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART. NOR SHALL CUSTOMER SUE OR LEASE ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS.** CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations which CFS will continue to perform. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including without limitation, claims, defenses or set-offs arising out of service obligations, if any, under the Agreement. If Customer is given notice of any such transfer, Customer agrees: (i) if so directed thereon, to pay directly to the new owner all or any part of the amounts payable hereunder.

19. **RENEWAL; RETURN:** Except in the case of an Agreement containing a \$100 purchase option, this Agreement shall automatically renew on a month to month basis at the same Payment amount and frequency unless Customer, at least sixty (60) days before the end of the scheduled term or any renewal term, either (i) exercises the purchase option in accordance with the terms hereof or (ii) sends to CFS written notice that Customer does not want to renew the Agreement, and at the end of such term returns the Equipment as provided below. CFS may cancel the automatic renewal term by, at least sixty (60) days before the end of any term, sending the Customer written notice that CFS does not want the Agreement to renew. Unless the Agreement automatically renews or Customer purchases the Equipment as provided in this Agreement, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear lessening from proper use excepted, to a location specified by CFS. If for any reason Customer shall fail to return the Equipment to CFS as provided in the Agreement by the last day of the applicable term, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such duty is delayed.

20. **PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION:** Customer shall give CFS sixty (60) days prior irrevocable written notice (unless the Purchase Option is \$100) that it will purchase all the Equipment at the end of the initial term or any renewal term to the purchase option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE: Customer may, at any time upon a sixty (60) days irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS's retail price at the time Customer notifies CFS of its intent to purchase the Equipment, but not less than 20% of the total cost of the Equipment. Equipment purchases shall not be available to Customer if a default hereunder has occurred and is continuing. Upon proper notice and payment by Customer of the amount specified above, CFS shall transfer the Equipment to Customer "AS IS WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. **WARRANTY OF BUSINESS PURPOSE:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

22. **PERSONAL PROPERTY:** The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently reals upon any real property or any improvement to real property.

23. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of true price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess Payment will be applied to payments under this Agreement, in reverse order of maturity, and thereafter shall be refunded. If the Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

24. **UCC - ARTICLE 9A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.**

25. **WAIVER OF OFFSET:** This Agreement is not lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all set-off and future claims and offsets against any Payments or other charges due under the Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

26. **NOTICES:** All notices required or permitted under the Agreement shall be sufficient if delivered personally, sent by facsimile, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail daily addressed. All notices to CFS from Customer shall be effective after it has been received by U.S. Mail, express delivery, or facsimile machine.

27. **FACSIMILE ACCEPTANCE:** Customer agrees that CFS may accept a facsimile copy of this Agreement or any Acceptance Certificate as an original, and that facsimile copies of Customer's signature will be treated as an original for all purposes.

28. **NON-WAIVER:** No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

29. **MISCELLANEOUS:** If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. The Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may assert, without limitation or in any jurisdiction, all claims, defenses or set-offs against Customer, its successors and assigns, and CFS and no modification of this Agreement shall be effective unless in writing and signed by the parties.

30. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURKHOOD, NEW JERSEY, OR AT CFS'S SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVEYANCE OF FORUM CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.



**Canon Financial Services, Inc.**

**Addendum to Agreement**

WHEREAS, Canon Financial Services, Inc. ("CFS") and Urban Brands Inc. ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:


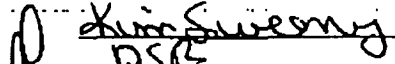
It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement are changed as follows:

- 7. Acceptance; Delivery: On the 2nd Line delete "ten (10)" and replace with "thirty (30)". Delete last sentence.
- 10. Indemnity: At the end of the first sentence, insert [except due to CFS' gross negligence]
- 12. Taxes; Other Fees and Charges: Delete the last sentence.
- 13. Insurance: In the second sentence after "and with companies" add the word "reasonably".
- 15. Default: At the end of subsection (a) insert "and such default is not cured within 30 days after notice hereof from CFS.
- 16. Remedies: In subsection (c) delete "with or without notice, demand or legal process" and replace with "with notice, demand or legal process." In third line after "and Customer authorizes and empowers CFS to enter premises wherever the equipment may be found" insert "and needs to be accompanied by Customer representative."
- 17. Late Charge: In first sentence replace [on or before the applicable due date] with [in 10 days]. Delete last sentence.
- 19. Renewal; Return: On third and last line delete "60" and replace with "90".
- 27. Facsimile Acceptance: In first sentence, after "CFS" insert "Customer". After facsimile copies of customer, insert "and CFS".

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CFS.

<p><b>GUARANTOR(S)</b></p> <p>By: _____</p> <p>Printed Name: _____</p> <p>By: _____</p> <p>Printed Name: _____</p>	<p><b>CUSTOMER</b></p> <p>By: </p> <p>Printed Name: <u>MICHAELA ABATE</u></p> <p>Title: <u>Vice President/Treasurer</u></p>
<p><b>CANON FINANCIAL SERVICES, INC.</b></p> <p>By: </p> <p>Title: <u>CFS</u></p> <p>Date: <u>2-28-06</u></p>	<p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>