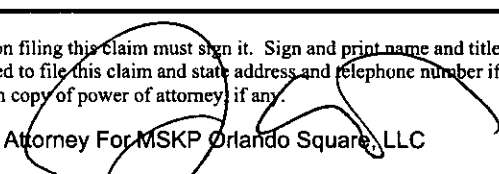



UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: Urban Brands, Inc.		Case Number: 10-13005 (KJC)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MSKP Orlando Square, LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: MSKP Orlando Square, LLC c/o James A. Timko Shutts & Bowen LLP, 300 South Orange Ave. Suite 1000 Orlando, FL 32801		
Telephone number: _____		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED JAN 17 2011 BMC GROUP </div>		<input type="checkbox"/> Check this 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 this box if you are the debtor or trustee in this case.
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>484,144.64</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 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 checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(2). Amount entitled to priority: \$ <u>23,032.18</u> <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>(see attached)</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>1-14-10</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  James A. Timko - Attorney For MSKP Orlando Square, LLC </div>	
FOR COURT USE ONLY <div style="text-align: center;"> Urban Brands  00477 Urban Brands </div>		

ATTACHMENT TO PROOF OF CLAIM

Case No. 10-13005 (KJC)

MSKP Orlando Square, LLC ("Claimant")

Urban Brands, Inc. ("Debtor")

Claimant asserts the following claims against the Debtor:

The Lease and Bankruptcy

Claimant, as lessor, and Large Apparel of Florida, Inc., ("Large Apparel") as lessee (and co-debtor in this bankruptcy case) are parties to that certain Retail Lease dated January 15, 2009 (the "Lease"). Under the terms of the Lease, the Landlord rents to the Debtor certain premises comprising a portion of the Orlando Square Shopping Center at 1700 West Sand Lake Road, Orlando, Florida (the "Premises").

Attached to the Lease is a guarantee and joinder (the "Guarantees") of all obligations owed by the Debtor under the Lease that were executed by the Debtor and an affiliate of the Debtor and co-debtor in this jointly administered bankruptcy case – Marianne USPR, Inc. A copy of the Lease and the Guarantees are attached hereto as Exhibit "A".

Large Apparel defaulted under the terms of the Lease for failure to pay certain rent and other charges under the Lease. On or about September 14, 2010, the Landlord served the Debtor with that certain Notice of Default which provided the Debtor with ten (10) days to cure its defaults under the lease.

The Debtor filed for protection under chapter of the Bankruptcy Code on September 23, 2010 (the "Petition Date").

On December 14, 2010, the Bankruptcy Court entered an Order rejecting the Lease (the "Rejection Order") as of November 29, 2010 (the "Rejection Date"). [Docket no. 581].

The Claim

Pursuant to the Lease and Guarantees, the Debtor and Large Apparel are required to pay, among other things, certain monthly base and additional rent, which includes, among others things, common area maintenance costs, and other fees and expenses. As of the Petition Date, the Debtor owed \$17,733.61 under the Lease (the "Prepetition Claim") for rent, fees, and charges under the Lease. Due to the rejection of the Lease, the Debtor owes \$443,378.85 for all rent owed under the Lease calculated from one year from the Petition Date. Further, pursuant to under sections 365(d)(3) and 503 of the Bankruptcy Code, the Debtor failed to pay certain post-petition charges under the Lease and the Debtor currently owes Claimant \$23,032.18 in administrative expenses under the Lease for the period between and including the Petition Date and the Rejection Date. In addition, the Lease contains an attorneys fees clause providing that

the Claimant be paid any attorneys' fees incurred in enforcing the Lease. Claimant asserts its rights to such fees.

Claimant reserves the right to amend, modify or supplement this Proof of Claim. Each and every document attached to this Proof of Claim is incorporated by reference and made a part of this Proof of Claim as fully set forth herein. Claimant asserts any cross or counterclaim it may possess arising under or in connection with the operative documents and all other rights and remedies it may have in law or in equity, including the right to seek payment of any administrative expense claim or any other appropriate contested matter or adversary proceeding. Nothing herein is intended or will be deemed a waiver of any rights that the Claimant has against any third-party. Further, if it is determined that this claim is owed by any other jointly administered co-debtor, Claimant asserts this claim in that bankruptcy case as well.

RETAIL LEASE

The parties to this Retail Lease (the "Lease") are MSKP ORLANDO SQUARE, LLC, a Delaware limited liability company (the "Landlord"), and LARGE APPAREL OF FLORIDA, INC., a Florida corporation (the "Tenant"), who, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Background.

1.1 Sand Lake OBT, LLC ("Original Landlord") and Marianne USPR, Inc. entered into that certain Lease dated June 19, 2006 (the "2006 Lease") for the leased premises known as Store No. D116-D114, Orlando Square Shopping Center, 1700 West Sand Lake Road, Orlando, Florida, as more particularly described in the 2006 Lease.

1.2 Landlord is successor in interest and title to the Original Landlord and is the owner and holder of the Original Landlord's interest under the 2006 Lease.

1.3 Marianne USPR, Inc. assigned all of its right, title, and interest under the 2006 Lease to MadRag Clothing of Orlando Square LLC by that certain Lease Assignment and Assumption Agreement dated July 31, 2008. Landlord consented to such assignment. MadRag Clothing of Orlando Square LLC defaulted under the 2006 Lease by failing to pay the rent due and abandoning the Leased Premises (as defined below).

1.4 Marianne USPR, Inc. and Tenant are both wholly owned subsidiaries of Urban Brands, Inc., the Guarantor under the 2006 Lease.

1.5 Landlord desires to re-lease to Tenant, and Tenant desires to re-lease from Landlord, the Leased Premises (as defined below) under the same terms and conditions of the 2006 Lease, subject to provisions of this Lease.

2. Definitions. The capitalized terms used but not defined in this Lease shall have the same definitions given to them in the 2006 Lease, unless the context clearly indicates a contrary intent. For purposes of this Lease, the term "Date of this Lease" shall mean the date on which this Lease is executed by the last one of the parties to do so.

3. Notice Addresses. All notices to Tenant under this Lease shall be sent to Urban Brands, Inc., Attention: Corporate Real Estate Dept., 100 Metro Way, Secaucus, NJ 07094. All notices to Landlord under this Lease shall be sent to MSKP Orlando Square, LLC, Mr. Timothy F. Wallace, Vice President - Leasing, Kitson & Partners, LLC, 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418, Attention: Legal Department.

4. Landlord's Payment Address. All payments to be made to Landlord under the Lease shall be sent to MSKP Orlando Square, LLC, P.O. Box 919093, Orlando, Florida 32891-9093, Attention: Accounts Receivable, Property No. 811.

5. Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, Suite/Bay No. D116-D114, Orlando Square Shopping Center, 1728 West Sand Lake Road, Orlando, Florida 32809, as more particularly described in the 2006 Lease (the "Leased Premises") under the terms, covenants, conditions, and provisions set forth in this Lease.

6. Rental Payments.

6.1 General. The Rental payments due under this Lease shall continue to be due at the same rental rates in effect under the 2006 Lease (Sections 1.1(J) and 3.1(A) as to Fixed Rent, 3.1(B) as to Percentage Rent, 1.1(L)(s) and 4.3 as to Common Area Maintenance Contribution, 1.1(L)(b) and 10.2 as to Taxes, and 1.1(L)(c) and 10.5 as to Insurance, collectively referred to in this Lease as "Rental Payments").

6.2 Rent Deferral. Provided Tenant is not in default beyond any applicable grace period and Tenant is continuously operating in the Leased Premises as an Ashley Stewart or other Urban Brands retail store, Landlord agrees to defer 50% of the Rental Payments (the "Deferred Rent") until June 30, 2011. Tenant shall commence the full Rental Payments and pay the lump sum of all accrued Deferred Rent on the earlier to occur of: (i) July 1, 2011, (ii) the date Tenant is in default of the Lease beyond any applicable cure period, (iii) the date Tenant ceases operations in the Leased Premises as to the commencement of full Rental Payments under the Lease, and 30 days following the date that Tenant ceases operations in the Leased Premises as to the accrued Deferred Rent, (iv) Tenant's disclosure of the terms of this rent deferral to any other tenant in the Shopping Center, or (v) Tenant's transfer of this Lease to an entity that is not directly affiliated with Tenant, or to an entity that is affiliated with Tenant, but does not have a net worth that is equal to or greater than Tenant's net worth.

7. 2006 Lease Delinquency Payment. Tenant shall pay the additional sum of \$20,874.00 to Landlord by April 1, 2009, which is the amount currently due and owing under the 2006 Lease. Tenant shall also pay when due the Common Area Maintenance Contribution, Taxes, Insurance, or any other amounts that may be owed under the 2006 Lease for the period prior to the Commencement Date (as defined below) of this Lease. Such payment shall be considered additional rent under this Lease.

8. Lease Term. The Lease Term and Tenant's obligation to pay the Rental Payments for the Leased Premises shall commence on January 31, 2009 (the "Commencement Date"), and shall expire on August 31, 2016, as extended or sooner terminated under the terms of the Lease.

9. Gross Leasable Area of the Leased Premises. Landlord and Tenant agree that the Gross Leasable Area of the Leased Premises is 6,680 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.

10. Condition of Leased Premises. Landlord has made no representation or promise as to the condition of the Leased Premises. Landlord shall not perform any alterations, additions, or improvements in order to make the Leased Premises suitable for Tenant. Tenant shall not receive any tenant finish work allowance for the Leased Premises. Tenant has inspected the Leased Premises, is fully familiar with the physical condition of the Leased Premises, and shall accept the Leased Premises "as is, where is, and with all faults". Landlord shall not be liable for any latent or patent defect in the Leased Premises.

11. Incorporation of Terms of 2006 Lease. Subject to the provisions of this Lease, the terms and provisions of the 2006 Lease are incorporated into this Lease by this reference as if fully set forth in this Lease. In the event of any conflict between the provisions of the 2006 Lease and the provisions of this Lease, the terms of this Lease shall control. As to the provisions of the 2006 Lease which are incorporated into this Lease, the following changes (applicable to this Lease only) are made:

11.1 The last paragraph of subsection 1.1(J) dealing with the "Rent Credit" is deleted.

11.2 Subsection 1.1(N) (Tenant Allowance) is deleted.

11.3 As to subsection 1.1(O)(2) (Minimum Gross Sales Clause), should Tenant exercise its option to terminate under the terms of this subsection, Tenant shall provide simultaneously with its notice to terminate to Landlord the payment in full of all accrued Deferred Rent through the date of termination.

11.4 Section 15.8 (Operation) is deleted. Notwithstanding anything to the contrary in the 2006 Lease (i) Tenant shall be open and operating, fully fixtured, stocked with "in season" merchandise, and staffed in the Leased Premises ~~no later than January 31, 2009~~; and (ii) throughout the Lease Term, Tenant shall actively conduct its business upon 100% of the Leased Premises at least for the Minimum Business Hours of 10:00 a.m. to 6:00 p.m. Monday through Saturday.

11.5 Any offset rights granted to Tenant in the 2006 Lease are deleted.

11.6 EXHIBIT "E" (Existing Exclusives) is deleted and replaced with the EXHIBIT "E" attached to this Lease.

12. **Landlord Recapture Right.** Landlord or its agents may exhibit the Leased Premises to prospective tenants after reasonable advance oral or written notice to Tenant. At any time during the Lease Term while Tenant is paying anything less than the full amount of the Rental Payments, if Landlord finds a replacement tenant for the Leased Premises, Landlord shall have the right to terminate this Lease (the "Replacement Recapture Right") upon 60 days' written notice to Tenant (the "Replacement Recapture Notice"). Should Landlord exercise its Replacement Recapture Right, Tenant shall have 30 days from the date of the Replacement Recapture Notice to either (i) vacate the Leased Premises in accordance with the terms of the Lease, and pay to Landlord an amount equal to (a) three months of Rental Payments and (b) all accrued Deferred Rent; or (ii) provide written notice to Landlord advising of its rejection of Landlord's Replacement Recapture Right; at which time Tenant shall immediately commence paying full Rental Payments under the Lease and all accrued Deferred Rent.

13. **Guaranty.** Guarantor absolutely and unconditionally guarantees payment and performance of all obligations of Tenant under this Lease in accordance with the terms of the Guaranty executed in connection with the 2006 Lease, which is incorporated into this Lease by this reference as if fully set forth in this Lease. The Guaranty to the 2006 Lease shall remain in full force and effect.

14. **2006 Lease Defaults; No Novation.** This Lease in no way extinguishes any liability of Marianne USPR, Inc. or Guarantor under the 2006 Lease. Landlord, Marianne USPR, Inc., and Tenant agree that this Lease shall not constitute a novation of the 2006 Lease. Marianne USPR, Inc. and Guarantor acknowledge that they remain liable under the 2006 Lease and that this Lease in no way effects such liability.

15. **Attorneys' Fees.** Tenant shall reimburse Landlord up to \$1,000.00 for Landlord's attorneys' fees and costs associated with the preparation and negotiation of this Lease.

16. **Broker.** Landlord and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Lease. Landlord and Tenant shall indemnify, defend, and save the other harmless from and against any claims for fees or commissions concerning the Leased Premises or this Lease including attorneys' fees incurred in the defense of any such claim.

17. **Radon Gas.** The following notification is provided under Section 404.056(6), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

18. **Lien.** The interest of Landlord in the Leased Premises shall not be subject in any way to any liens, including construction liens, for alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Leased Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or property transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Leased Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Leased Premises that the interest of the Landlord in the Premises shall not be subject to lien.

19. **Entire Agreement.** This Lease, including all Exhibits attached to this Lease, contains the entire agreement of the parties, both written and oral, as to the Leased Premises, and shall not be amended, altered, or otherwise modified except by an agreement in writing signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the Date of this Lease.

WITNESSES:

[Signature]
Signature of Witness 1

Dawn M. Scott
Print name of Witness 1

[Signature]
Signature of Witness 2

Sandra Retraft
Print name of Witness 2

WITNESSES:

[Signature]
Signature of Witness 1

BERNADETTE SULLIVAN
Print name of Witness 1

[Signature]
Signature of Witness 2

CHARLOTTE GIDYACEO
Print name of Witness 2

LANDLORD:

MSKP ORLANDO SQUARE, LLC,
a Delaware limited liability company

By: [Signature]
Name: Timothy F. Wallace
Title: Vice President

Date Executed: 1/15/09

TENANT:

LARGE APPAREL OF FLORIDA, INC.,
a Florida corporation

By: [Signature]
Name: ANITA D. BRITT
Title: SENIOR VICE PRESIDENT/CFO

[CORPORATE SEAL]

Date Executed: JANUARY 15, 2009

JOINDER OF GUARANTOR

The Guarantor, URBAN BRANDS, INC., joins in this Lease in order to evidence its agreement to guaranty the obligations of Tenant under this Lease as provided in this Lease.

The undersigned Guarantor represents and warrants that he has no claims, offsets, or defenses whatsoever as to any of his obligations under the Guaranty executed by him in connection with the 2006 Lease (the "2006 Guaranty").

The undersigned Guarantor restates, reaffirms, and confirms all of the terms and provisions of the 2006 Guaranty, including, but not limited to, all of the representations and warranties set forth in the 2006 Guaranty, all of which shall remain unmodified and in full force and effect. The undersigned Guarantor guarantees payment of all such amounts in the manner and under the terms of the 2006 Guaranty.

WITNESSES:

[Signature]
Signature of Witness 1

CLAUDETTE GILLOM
Print name of Witness 1

[Signature]
Signature of Witness 2

CHRISTINE GIOVACCO
Print name of Witness 2

GUARANTOR:

URBAN BRANDS, INC.,
a Delaware corporation

By: [Signature]

Name: ANTHONY D. BRITT

Title: SENIOR VICE PRESIDENT/CFO

(CORPORATE SEAL)

Date Executed: JANUARY 15, 2009

JOINDER OF MARIANNE USPR, INC.

MARIANNE USPR, INC. joins in this Lease in order to evidence its agreement under Section 14 of this Lease.

MARIANNE USPR, INC. represents and warrants that it has no claims, offsets, or defenses whatsoever as to any of its obligations under the 2006 Lease.

MARIANNE USPR, INC. restates, reaffirms, and confirms all of the terms and provisions of the 2006 Lease, all of which shall remain unmodified and in full force and effect.

WITNESSES:


Signature of Witness 1

BERNADETTE SULLIVAN
Print name of Witness 1


Signature of Witness 2

CHRISTINE GDRACCA
Print name of Witness 2

MARIANNE USPR, INC.,
a Delaware corporation

By: 
Name: ANITA D. BRITT
Title: SENIOR VICE PRESIDENT/CFO

[CORPORATE SEAL]

Date Executed: JANUARY 15, 2009

EXHIBIT "A"

2006 LEASE

Shopping Center Lease

THIS SHOPPING CENTER LEASE, made and entered into as of the 19th day of June 2006 by and between Landlord, as hereinafter defined, and Tenant, as hereinafter defined.

WITNESSETH

In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged by both parties hereto, Landlord hereby leases and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises now existing in Landlord's Shopping Center named below and described in Exhibit "A" attached hereto located in the City of Orlando State of Florida upon the terms, covenants and conditions hereinafter contained.

ARTICLE I

FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS

Section 1.1 Fundamental Lease Provisions.

A. SHOPPING CENTER:

Orlando Square
Orlando, FL

B. LANDLORD:

HOME OFFICE:

Sand Lake OBT, LLC
RAM Realty Services
3399 PGA Blvd.
Suite 450
Palm Beach, FL 33410

NOTICE ADDRESS:

Same as Home Office Address

C. RENTAL PAYMENT PLACE:

Same as Home Office Address

D. TENANT:

HOME OFFICE:

Urban Brands, Inc.
Attn: Corporate Real Estate Dept.
100 Metro Way
Secaucus, NJ 07094

NOTICE ADDRESS:

Same as Home Office Address

E. LEASED PREMISES: Leased Premises shall constitute and mean that portion of the Shopping Center premises identified and/or outlined in red on Exhibit "B" hereto, containing approximately 6680 square feet, known as space number D116-D114.

F. PERMITTED USES: The Leased Premises shall be used for a retail clothing store, including accessories, the incidental sale of shoes (in not more than 10% of the floor area of the leased premises) and other related items as well as gift and sundry items and for no other purposes whatsoever. Tenant may not use the premises in violation of applicable law or the other exclusive uses and prohibited uses set forth on Exhibit E attached hereto and made a part hereof. The Tenant shall always conduct its operations in the demised premises under its trade name, Ashley Stewart, Marianne, Marianne Sizes 2-24 or under such other trade name to which the Landlord explicitly provides its consent in writing, provided, however, that a majority of Tenant's stores are operated under the same name and that in no event shall such trade name conflict with or duplicate the trade name of any other tenant or occupant in the Shopping Center.

G. LEASE TERM: The Primary Term of this Lease, is defined as and shall be for a period of Ten (10) years and several months ending on the first January 31st following the tenth (10th) anniversary of the Commencement Date, as defined below). Tenant's obligations hereunder (other than the payment of Rent) shall commence on the date of delivery of possession of the Leased premises to ~~Tenant~~^{Landlord}. Tenant's obligation to pay rent and additional rent shall begin on the Commencement Date which shall be the earlier of

- (a) 180 days after Landlord has tendered possession of the Leased Premises to Tenant; and;
- (b) (ii) the date on which Tenant opened Leased Premises for business.

In the event that the Commencement Date is a date other than a first day of a calendar month, said Term shall be computed from the first day of the calendar month next following the Commencement Date.

H. LEASE YEAR: As used herein, the term "Lease Year" shall mean each successive period of twelve (12) calendar months, the first commencing with the first day of the first full calendar month from the Commencement Date and successive lease years commencing on the succeeding anniversaries thereof.

I. RENEWAL OPTIONS: Provided Tenant is not then in default hereunder Tenant shall have the right and option to extend the term of this Lease for one (1) additional consecutive period of five (5) years, beyond the expiration of the Primary Term upon the terms and conditions as set forth herein. Tenant may exercise its option for such term by delivery of written notice to Landlord at least (180) One-hundred eighty days before the expiration of the Primary Term.

J. FIXED RENT: PRIMARY TERM: FIVE (5) YEARS
1-5 year \$ 30.00 per sq.ft. \$16,700.00 monthly \$200,400 annually
(i) five (5 %) Percentage Rent Rate (ii) \$4,008,000 Base Gross Sales Amount

FIXED RENT: PRIMARY TERM: FIVE (5) YEARS
6-10 year \$ 33.00 per sq.ft. \$18,370.00 monthly \$220,440 annually
(i) five (5 %) Percentage Rent Rate (ii) \$4,408,000 Base Gross Sales Amount

FIRST OPTION TERM: FIVE (5) YEARS
1-5 year \$ 36.00 per sq.ft. \$20,040.00 monthly \$240,480 annually
(i) five (5 %) Percentage Rent Rate (ii) \$4,809,600 Base Gross Sales Amount.

Tenant shall be entitled to a rent credit of \$6 per square foot (\$40,080) (the "Rent Credit") towards Tenant's construction costs. Such Rent Credit shall commence on the Commencement Date and shall be deducted in equal monthly installments of \$3,340.00 for a period of 12 months. Tenant shall be entitled to deduct said amount from the entire rental obligation due per month until said amount is completely applied.

K. LANDLORD'S TAX I.D. NO.: Landlord's Tax Identification Number ("TIN") is 03-0574040
if Landlord does not provide Tenant with its TIN, Landlord affirmatively represents that Landlord is not subject to 1099 withholding. Landlord further acknowledges that Tenant may, if required by Law, withhold a portion of Landlord's Fixed (Minimum) Rent payment and pay said withheld payments to the Internal Revenue Service, without incurring any liability to Landlord.

- L. a. COMMON AREA MAINTENANCE CONTRIBUTION: (not including 10% administrative fee)
Shall not exceed \$1.43
for the first year, and may be adjusted annually, but not to exceed 5 %, in any one (1)
year, payable in equal monthly installments of \$ 796.03 (See Section 4.3 B).
b. TAXES: Shall not exceed \$ 2.12 for the first year, and may be adjusted annually,
payable in equal monthly installments of \$ 1,180.13 (See Section 10.2).
c. INSURANCE: Shall not exceed \$.78 for the first year, and may be adjusted annually,
payable in equal monthly installments of \$ 423.00 (See Section 10.5).

- M. PRO RATA SHARE: 6680/192,000 (3.479%) per cent, representing the total number
of square feet in the Leased Premises divided by the total number of leasable square feet in
the Shopping Center. (See Section 15.9)

- N. TENANT ALLOWANCE: Landlord agrees to reimburse Tenant for a portion of the costs
incurred as part of construction by tenant of its tenant improvements (the "Tenant Work") in the
amount of \$167,000.00 (the "Tenant Improvement Allowance"). Landlord shall disburse the
Tenant Improvement Allowance to Tenant on a date which is not more than thirty (30) days after
the last of the following to have occurred: 1-the commencement Date; 2- delivery to Landlord of
a copy of Tenant's final certificate of occupancy for the Leased Premises 3-delivery to Landlord
of a certificate from Tenant's architect certifying the completion of the Tenant's Work; and 4-
delivery to landlord of a final request for payment, together with a lien waiver from Tenant's
general contractor for work and materials provided to the Leased Premises.

- O. TENANT'S RIGHT OF TERMINATION: Tenant has the right to cancel this Lease if any of
the following conditions or circumstances occur:

1. OCCUPANCY CLAUSE: If the percentage of the leased and occupied portion of
the shopping center falls below 50% of the total leasable area of the Center for a
period greater than six (6) months thereafter, Tenant will continue its operation in
the Leased Premises paying three percent (3%) of previous month's gross sales,
not to exceed the fixed minimum rent, on a monthly basis until such time as the
occupied portion of the total leasable area is increased to the 50% figure
whereupon Tenant shall pay fixed minimum rent and percentage rent as provided
for herein.

Tenant may terminate this lease and vacate the Leased Premises upon delivery of
written notice of said termination to landlord in the event the Center remains below
50% leased occupancy for an additional period of six (6) months from the date tenant
commenced paying percentage rent, provided such cancellation notice is delivered
within thirty 30 days of the end of any such six 6 month period. In the event tenant
does not elect to cancel the Lease at end of such six month period, tenant shall re-
commence the payment of all fixed minimum rent and percentage rent as otherwise
required hereunder and Tenant shall be deemed to have waived such right of
termination.

For the purpose of this Section, only bona fide tenants will be considered in
determining whether the Shopping Center is 50% occupied. Tenants who operate
under unwritten leases, , and tenants who operate as "flea markets" or similar
operations, shall not be considered as bona fide tenants in determining occupancy
levels.

2. MINIMUM GROSS SALES CLAUSE: In the event that the Tenant's Gross Sales (as defined below) during the fifth Lease year, are less than \$1,200,000.00 (One Million Two Hundred Thousand Dollars and 00/100), Tenant shall have the one-time right to terminate this Lease by giving written notice of its election to terminate within 60 days of the start of the sixth Lease Year, and the cancellation will be effective 30 days after the giving of such notice. Tenant will not be obligated to continue its operation in the Leased Premises after the giving of such notice however Tenant agrees to reimburse Landlord for the unamortized portion of the Tenant Improvement Allowance within thirty (30) days of delivery of such tenant notice.

Q. EXHIBITS

- Exhibit A - Legal Description
- Exhibit B - Site Plan
- Exhibit C - Landlord's Work (N/A)
- ~~Exhibit C1 - Construction Checklist (N/A)~~
- Exhibit C2 - Store Layout (page 1 and Lighting Grid (page 2)
- Exhibit D - Sign Criteria
- Exhibit E - Existing Exclusive Uses and Prohibited AND/OR Restricted Uses
- Exhibit F - Shopping Center Rules And Regulations-See ARTICLE VII, Section 7.2

ARTICLE II

SHOPPING CENTER, LEASED PREMISES AND TERM

Section 2.1 Covenants of Landlord's Authority/Landlord as a Trust

- A. Landlord represents and covenants that (1) prior to commencement of the Lease Term it will have either good title to or a valid leasehold interest in the land and building of which the leased premises form a part, and (2), upon performing all of its obligations hereunder, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

B.

Section 2.2 Leased Premises.

For the purpose of this Lease, Leased Premises shall extend to the exterior faces of all walls or to the building line where there is no wall, or to the center line of those walls separating the Leased Premises from other leased premises in the Shopping Center, together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center.

Section 2.3 Term:

The Term of the Lease shall be as set forth in ARTICLE I, Section 1.1 G. The period of time, if any, between the commencement of the Lease Term and the end of the month in which the Lease Term begins is hereinafter referred to as a "Fractional Month".

Section 2.4 Statement as to Lease Term.

Tenant, at Landlord's written request, shall from time to time execute, acknowledge and deliver written statements in recordable form: (1) ratifying this Lease; (2) specifying the commencement and termination dates of the Lease Term; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be so stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied or stating those not performed; (5) that there are no defenses or offsets against the enforcement of this Lease by Tenant or specifying any such defenses; (6) the date to which rental has been paid; (7) the actual number of square feet of floor space in the Leased Premises; and (8) that no rental has been paid in advance or specifying any such advance rental.

If Tenant fails to execute, acknowledge and deliver to Landlord or a mortgagee or prospective mortgagee of Landlord a statement in accordance with the foregoing provisions of this Section within ten (10) business days after receipt in writing, such shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that all conditions under the Lease to be performed by Landlord have been satisfied.

Section 2.5 Tenant to Open for Business.

Tenant shall initially open for business from the Leased Premises. Tenant's approximate hours shall be 10:00 a.m. to 6:00 p.m., six (6) days a week, Monday through Saturday. Notwithstanding the foregoing, Tenant shall not be obligated to be open on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day, and one day per year for the taking of inventory. Tenant shall procure all licenses and permits required for its use and occupancy of the Leased Premises.

ARTICLE III

RENTALS

Section 3.1 Fixed Rent and Percentage Rent.

Tenant shall initially pay to Landlord, without demand and without deduction or set-off, except as otherwise provided herein, at the Rental Payment Place as stated in Article I, Section 1.1 C, or at such other address for the Rental Payment Place as Landlord by notice in writing to Tenant may from time to time direct, rent as follows:

- A. Fixed Rent shall be payable at the annual rate provided in ARTICLE I, Section 1.1 JI, for each year of the Lease Term, in equal monthly installments during the Lease Term beginning on the "Commencement Date," as defined in Article I, Section 1.1 G. The Fixed Rent for a Fractional Month (if any) shall be apportioned on a per diem basis, calculated on the basis of a thirty (30) day month.
- B. In addition to the Fixed Rent, Tenant shall pay as Percentage Rent hereunder for each full Lease Year an amount equal to Tenant's "Gross Sales" (as hereinafter defined in Section 3.2) in excess of the Base Gross Sales Amount set forth in ARTICLE I, Section 1.1 J (ii) multiplied by the Percentage Rent Rate set forth in ARTICLE I, Section 1.1 J (i). Any such additional rent becoming due shall be payable within forty-five (45) days after the end of the preceding Lease Year.

In computing the Percentage Rent payable hereunder with respect to the first Lease Year of the term hereof, the gross sales received during the first fractional calendar month, if any, shall be added to the gross sales for the first Lease Year. The base sales for the first fractional calendar month, if any, shall be pro-rated on the basis of a thirty (30) day month and added to the base sales for the first Lease Year.

Notwithstanding any alleged defense, counterclaim or offset against fixed Rent, Percentage Rent and all other sums due hereunder (collectively the "Rent"), Tenant's obligation to pay Rent hereunder is an independent covenant and Tenant shall continue to pay Landlord all Rent faithfully when due, including during the continuance of any dispute or legal action, subject to reimbursement if directed by a court of competent jurisdiction. Tenant hereby consents to the entry in any court action of an order requiring Tenant to make Rent payments during the pendency of a lawsuit. All Rent due to Landlord under this Lease shall, unless and to the extent expressly otherwise provided herein, be due and payable without any notice, demand, offset, credit, deduction or abatement.

Section 3.2 Definition of Gross Sales.

The term "Gross Sales" as used herein shall mean the total dollar amount of the actual sales price, whether for cash or on credit or partly for cash and partly on credit, of all sales of merchandise and services and of any and all other receipts of business conducted in or from the Leased Premises, including but not limited to; all gift and merchandise certificates, mail or telephone orders received or filled at or from the Leased Premises, deposits not refunded to purchasers including all sums paid on lay-away sales which are or shall become forfeited to Tenant, orders taken in and from the Leased Premises whether or not filled elsewhere, commissions received on vending machines or other coin operated devices, and sales by any subtenant, concessionaire or licensee of Tenant or otherwise in the Leased Premises.

Each sale upon installment or credit shall be regarded as a sale for the full price in the month during which the sale shall be made, irrespective of the time when it shall become an actual sale, except forfeited lay-away sales as above provided.

Gross Sales, however, shall not include any sums collected or paid out by Tenant for any rent tax, sales, use, occupation, or retail excise tax imposed by any duly constituted governmental authority upon purchases from Tenant at retail and collectible by Tenant from purchasers, nor the amount of returns to shippers, manufacturers and customers, to include exchanges, allowances and discounts and transfers of merchandise from the Leased Premises to other stores of Tenant. Sales to Tenant's employees, bad debts, insurance proceeds, credit card fees, check-cashing fees and proceeds from the sales of fixtures shall also be excluded from Gross Sales.

Section 3.3 Sales Records, Reports and Examination.

Tenant hereby agrees to maintain adequate records (conforming to generally accepted accounting practices) showing all of the Gross Sales at, in, from and upon the Leased Premises for each Lease Year or fractional Lease Year during the term of this Lease.

On or before the twentieth (20th) day of the month next following the end of each calendar month, Tenant shall furnish Landlord at the place then fixed for the payment of rent a statement signed by Tenant showing in reasonably accurate detail the amount of Gross Sales for the preceding month, which information Landlord will hold in confidence, except that Landlord may reveal such reported sales to any mortgagee or prospective mortgagees, encumbrancer or purchaser of the Shopping Center.

On or before the forty fifth (45th) day following the end of each Lease Year or fractional Lease Year during the Lease Term, Tenant shall furnish Landlord a statement duly certified by Tenant, showing the sales (computed as herein provided) made by Tenant, its sub-tenant, concessionaires, and licensees, if any, during the preceding Lease Year or fractional Lease Year, and Tenant shall pay at such time the entire amount of Percentage Rent then due hereunder for such period.

For the purpose of ascertaining the amount of Percentage Rent properly payable hereunder, Tenant agrees to prepare and keep at Tenant's principal offices for a period of not less than two (2) years following the end of each Lease Year or fractional Lease Year adequate records of sales by Tenant and any other persons conducting any business upon the Leased Premises.

Landlord or its duly authorized representatives may, with reasonable notice on regular business days and within reasonable office hours, inspect Tenant's annual records of sales at Tenant's principal offices, provided that such inspection is made within two (2) years after the annual statement of sales is furnished to Landlord by Tenant and is limited to the period covered by such statement. Any claim by Landlord for revision of any statement of sales or for additional rent must be made in writing to Tenant within two (2) years after the date such statement of sales are furnished by Tenant to Landlord, otherwise it shall be deemed waived by Landlord. If Landlord's audit shall disclose a deficiency in Percentage Rental paid for any Lease Year or fractional Lease Year Tenant shall pay to Landlord the amount of such deficiency. If such deficiency shall be five (5%) percent or more, Tenant shall promptly pay to Landlord the reasonable cost of such audit in addition to such deficiency. Landlord will hold in confidence all sales figures and other information obtained from Tenant's records except as otherwise set forth herein.

ARTICLE IV COMMON AREAS, THEIR USE AND CHARGES

Section 4.1 Common Areas.

Landlord shall make available within the Shopping Center all Common Areas, defined as the entire area within the Shopping Center that is not leased or available for lease. Landlord shall administer, operate, maintain and repair the Common Areas and common improvements in a first class manner during the Term of this Lease, including but not limited to building walls, perimeter walls, canopies, supporting columns and roofs, sprinkler systems, parking areas, driveways, truck ways, delivery passages, loading docks, pedestrian sidewalks and ramps, ingress and egress roads, landscaped and planted areas, open and enclosed courts and malls, public restrooms, utility services extending to the service connections within the Leased Premises, and other facilities which are maintained and repaired by Landlord, as are indicated or suggested by the Shopping Center plan shown on Exhibit A and Exhibit B hereto, and any and all additional common areas and facilities as may be necessary in order to permit Tenant to operate the Leased Premises for the purposes described herein. Landlord shall also provide proper and sufficient illumination of all customer parking areas, delivery passages, loading docks, and service areas. Landlord shall operate, manage, equip, light, repair and maintain said common areas and facilities for their intended purposes in an economical and efficient manner. Landlord further agrees to keep the Common Areas in the Shopping Center, including without limitation, parking areas, exits, entrances, walks, and driveways, reasonably clean, free of dirt, refuse and obstructions, and to maintain in good condition and repair the drainage system for such areas.

Landlord shall at all times provide sufficient parking spaces within the Shopping Center so as to assure that there will always be at least (1) four (4) parking spaces per 1,000 square feet of leasable area in the Shopping Center and (2) the minimum required by applicable code, whichever is less. Failure to provide such parking spaces, or the occurrence of any event which reduces the number of parking spaces below such ratio, shall constitute an event of default by Landlord hereunder and shall entitle Tenant to exercise remedies available pursuant to Section 12.4 of the Lease. Landlord agrees that no new buildings or structures, temporary or permanent will be built in a manner which, materially and adversely impacts the visibility of or accessibility to the Leased Premises.

Section 4.2 Use of Common Areas.

Tenant and its concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Area as designated from time to time by Landlord subject to such reasonable rules and regulations as Landlord may from time to time impose including the designations of specific parking areas for which cars owned by Tenant, its concessionaires, officers, employees and agents. Tenant agrees after written notice thereof to abide by such rules and regulations and to use its reasonable efforts to cause its concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking; and Landlord may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof provided. Notwithstanding the foregoing, Landlord will use reasonable efforts to perform said work with the minimum inconvenience, annoyance, disturbance or loss of business to Tenant, and so that such work shall be completed as expeditiously as possible. Landlord reserves the right to grant to third persons the non-exclusive right of ingress and egress and use in common with Landlord and all Tenants of the Shopping Center the common areas as designated from time to time by Landlord.

Section 4.3 Cost of Maintenance of Common Areas.

- A. In addition to the rental otherwise specified herein, Tenant shall pay to Landlord as a contribution towards Common Area Maintenance, as defined in Article IV, Section 4.3 C, an annual sum as set forth in ARTICLE I, Section 1.1 L (a). This sum is payable in equal monthly installments postmarked no later than the first (1st) day of each month beginning on the date Tenant opens for business and continuing through the Lease Term, based upon the amount by which Tenant's "Pro Rata Share," representing the total number of square feet in the Leased Premises divided by the total number of leasable square feet in the Shopping Center which is equal to that percentage set forth in ARTICLE I, Section 1.1 M. In addition, as of the end of each fractional calendar year, and each full calendar year, Tenant shall pay to Landlord a lump sum, the amount by which the actual total cost of common area maintenance exceeds the amount paid by Tenant towards common area maintenance during such period within (30) thirty days after the end of such period. In the event the period for which such amount is owed is a fractional year, the numerator will be the number of days in such period, and the denominator will be 365. Should Landlord's actual costs at the end of each calendar year be less than the amount estimated, Landlord shall remit to Tenant the difference in a lump sum payment not later than thirty (30) days after the end of such year.
- B. Effective as of the first day of each calendar year after the first calendar year or fraction thereof, the annual amount set forth in ARTICLE I, Section 1.1 L (a), shall be increased by an amount equal to the lump sum, if any, payable for the preceding calendar year or fractional calendar year as determined in Subparagraph (a), and the monthly payments shall be increased by 1/12 thereof.

Notwithstanding the foregoing, Tenant's contribution towards Common Area Maintenance shall not be increased for any calendar year by more than the lesser of five percent (5 %) of the contribution for the preceding calendar year or the percentage increase in the actual amount paid by Landlord for CAM over the preceding year. The common area charges shall be subject to audit by Tenant or a non-contingency fee based independent certified public accountant acceptable to Landlord at the address of Landlord as set forth in the Lease not more than once in any two (2) year period, at Tenant's expense during regular business hours and after reasonable prior notice

for three (3) years following the end of the period used by Landlord for the final reconciliation of the Landlord costs. If Tenant's audit shall disclose a discrepancy in the amount billed, Landlord shall promptly pay to Tenant the amount of such discrepancy. If the discrepancy is seven percent (7%) or greater, Landlord shall also pay the reasonable cost of the audit along with the amount owed Tenant, within thirty (30) days from the date of demand of payment. Should Landlord fail to make such payment, Tenant shall abate the amount owed from the next month's rental payment.

C. For the purpose of this Section, "Common Area Maintenance" means the cost and expenses incurred in operating, managing, repairing, replacing painting, insuring and maintaining the Shopping Center and all common Facilities (as hereinafter defined), actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, including without limitation the following: the cost of property and public liability insurance common area utility charges, planting and landscaping, parking lot cleaning, patching, seal-coats, painting and re-striping; cleaning; painting; roof repairs; irrigation or fertilization, Shopping center sign repair and maintenance maintain lighting; trash removal; management fees; maintenance, repair, and cleaning of public restrooms, sidewalks, stairways, curbs, Shopping Center signs, directional signs, markers and bumpers; reasonable operating reserves, janitorial services charges storm drainage and other utility systems, plumbing and electrical systems, fire protection and security alarm systems, and the cost of security guards. In addition to the Common Area Maintenance charges, Landlord shall be entitled to charge an administrative fee of fifteen percent (15%) of the total Common Area Maintenance charges for the Shopping Center. "Common Facilities" means all areas, space, equipment and special services provided for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including parking areas, access roads, driveways, retaining walls, landscaping areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first-aid stations, washrooms and parcel pick-up stations.

D. For the purposes of this Section, there shall be excluded from Common Area Maintenance Charges the following:

- (1) Depreciation on equipment;
- (2) Initial cost of constructing the Shopping Center, Leased Premises and Common Areas;
- (3) Costs of replacement of any parking area;
- (4) Capital expenditures including, by way of example, but not limited to, replacement of roofs (unless same are designated to and which do result in savings or reduction in Common Area Maintenance charges).
- (5) Advertising and/or promotional expenditures;
- (6) Compensation paid to clerks, attendants or other persons in connection with lottery or other concessions operated by Landlord, unless such clerks are employed for purposes of operating the Shopping Center in addition to such lottery concessions and then only to the extent of the percentage of such employment;
- (7) The removal of rubbish for other occupants;
- (8) Wages, salaries or other compensation paid to any executive or employee above the grade of Shopping Center Manager;
- (10) Expenses incurred due to the negligence of Landlord or any occupant of the Shopping Center or their respective agents, employees or contractors;
- (11) Such costs as may be offset by contributions to Common Area and Common Improvement costs by tenants or occupants of space that is excluded from the denominator of Tenant's proportionate share of such charges;
- (12) Fines, penalties, costs, expenses, or interest thereon, and/or liabilities arising out of or connected with Landlord's breach of the Lease or imposed upon Landlord or any

tenant by any governmental authority for violations of applicable local, State and/or Federal laws applicable to the Leased Premises and the Shopping Center and including, but not limited to, laws relating to hazardous materials;

- (13) Renovating or otherwise improving or decorating, painting or redecorating space for other tenants or vacant space, other than ordinary maintenance provided to all tenants;
- (14) Costs that are incurred in connection with prospective tenants, including brokerage fees and commissions for the sale or leasing of space in the Shopping Center;
- (15) Legal fees and other costs incurred to enforce leases against other tenants, as well as the cost of providing additions, alterations, improvements or individual services for a particular tenant as contrasted to tenants in general, including without limitation, attorneys fees for actions regarding a particular tenant, negotiations of leases, brokerage commissions, rent concessions and build-out allowances;
- (16) Principal and interest payments pursuant to any mortgage which encumber the Leased Premises or Shopping Center;
- (17) Excess premiums for insurance covering the Common Areas occasioned by the extra hazardous use or activities of occupants other than Tenant;
- (18) Interest on debt or amortization payment of increases in interest or debt on any mortgages and rental under any ground or underlying lease or changes in deed of trust in connection with the purchase, refinancing or original construction of the Shopping Center;
- (19) Costs or repairs or replacements due to faulty construction, design, workmanship, structural components, or other materials; costs and expenses for repairs or replacements due to the installation of antiquated machinery, equipment, components, pipes and lines or resulting from improper engineering or substandard quality;

The charges for any services or materials, including those provided by affiliates or related parties of the Landlord which are included in Common Area Maintenance charges shall be competitive with charges for similar services or materials furnished by other independent contractors or suppliers in the area where the Shopping Center is located.

ARTICLE V UTILITY SERVICES

Section 5.1 Utilities.

A. All mains, conduits and meters in order that water and sewer facilities, natural gas, electricity, telephone and any utilities in amounts necessary to Tenant's conduct of business be available to the Leased Premises have been installed and Tenant has accepted same as "as-is". It is understood that all utility services hereunder shall be separately metered to the Leased Premises.

B. Tenant shall be responsible for and shall promptly pay all reasonable charges, when due, for water, sewer, natural gas, electricity, telephone and any other utility used upon or furnished to the Leased Premises by Landlord or Tenant. Tenant's obligation to pay for such utilities shall commence as of the date of Tenant's entry into the Leased Premises or the date possession of the completed Leased Premises is delivered to Tenant.

Section 5.2 Furnishing of Utility Services.

Any utility or related service, including a privately owned sewerage disposal system, which Landlord elects to provide or cause to be provided to the Leased Premises may be furnished by any agent employed by Landlord or by an independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by the Landlord or by the supplier of such utility or related service are competitive. Interruption or impairment of utility or related services, caused or necessitated by repairs or by hazards beyond the reasonable control of Landlord, shall not give rise to any cause of action by Tenant against Landlord in damages or otherwise.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord.

Landlord shall make and pay for all repairs to the exterior of the building of which the Leased Premises are a part, including, but not limited to repairs to, roof (including drains, downspouts, flashing and parapets), exterior walls, sprinkler systems, foundations, floor constructions, pipes and conduits leading to and from utility installments, sidewalks, mails, parking areas and curbs.

As of the date hereof, the HVAC systems are in good repair and working condition. All warranties for such systems shall be assigned to Tenant. Landlord shall, promptly upon notification from Tenant, at its sole expense, make all modifications and/or repairs to HVAC Systems necessary to enable the HVAC Systems to meet or exceed the performance criteria set out above.

Any and all repairs to the HVAC are the Tenant's responsibility. Tenant shall be responsible for replacing the HVAC system in the event such system requires replacement at any time during the term of the Lease or any renewals or extensions thereof.

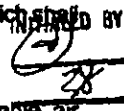
In the event Landlord shall fail to make any repairs which are the Landlord's responsibility under Section 6.1 under this Section, Tenant shall be entitled to make such repairs necessary to secure the Leased Premises at its expense and to charge Landlord for the full cost thereof. In order to exercise this right, Tenant shall give Landlord written notice of Landlord's failure to make any repair called for under this Section, and shall inform Landlord in such notice that it intends to make the repair unless Landlord completes same at the earliest possible date and, in any event, within ten (10) days after the date of such notice. If Landlord fails to complete such repair within such ten (10) day period and Tenant proceeds to make such repair, Tenant shall be entitled to collect from Landlord the full cost of the repair. Landlord shall reimburse Tenant within ten (10) days after receiving demand for payment from Tenant, supported by one or more invoices or other proof from Tenant of the amount actually spent by Tenant. In the event Landlord shall fail to reimburse Tenant within such period, then Tenant shall be entitled to collect the amount of such repair, plus interest thereon at the rate of prime plus one (1%) percent per annum, by setting off such amounts against rental payments due to Landlord thereafter until the full amount of such repair plus interest has been recouped.

In the event of an emergency, Tenant may immediately make those repairs reasonably necessary to (a) secure the Leased Premises, or (b) which would otherwise restrict Tenant's ability to operate Tenant's business, or (c) to ensure the health or safety of Tenant's employees, customers, agents, invitees, contractors or concessionaires. Landlord shall reimburse Tenant within ten (10) days after receiving demand for payment from Tenant, supported by one or more invoices or other proof from Tenant of the amount actually spent by Tenant. In the event Landlord shall fail to reimburse Tenant within such period, then Tenant shall be entitled to collect the amount of such repair, plus interest

thereon at the rate of prime plus one (1%) percent per annum, by setting off such amounts against rental payments due to Landlord thereafter until the full amount of such repair plus interest has been recouped.

Section 6.2 Repairs and Maintenance by Tenant.

Tenant shall maintain and pay for all repairs to the interior of the Leased Premises and shall replace all items necessary to keep the same in a good state of repair, order and cleanliness, such as (but not limited to) fixtures, equipment and appurtenances, furnishings, lighting, partitions, doors; all glass, signs, floor coverings and periodic painting of the interior of the Leased Premises.

Tenant shall also maintain and keep in good repair all plumbing and electrical installations within the Leased Premises and floor coverings within the Leased Premises. ~~Tenant shall perform routine maintenance such as changing of filter(s), lubrication and periodic check-ups, the cost of which shall not be considered as part of the \$500.~~ BY 

At all times during the Lease, Tenant shall maintain a service contract with a reputable air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, for the regular maintenance of the heating, ventilating and air conditioning ("HVAC") system servicing the Leased Premises, which firm shall regularly service and inspect the air conditions unit (s) on the Leased Premises.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord, or if Landlord is required to make repairs by reason of Tenant's negligent acts or omissions, Landlord shall be entitled to make such repairs at its expense and to charge Tenant for the full cost thereof as soon as reasonably possible after ten (10) days prior written notice (demand) to Tenant. Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, upon completion thereof, Tenant shall pay Landlord's costs for making such repairs within ten (10) days of presentation of bill itemizing such costs. In the event Tenant shall fail to reimburse Landlord within such period, then Landlord shall be entitled to collect the amount of such repair, plus interest thereon at the rate of prime plus one (1%) percent per annum on the cost from the date of completion of repairs by Landlord.

Section 6.3 Inspection.

Landlord or its representative shall have the right to enter the Leased Premises at reasonable hours of any business day during the Lease Term to ascertain if the Premises are in proper repair and condition. Landlord will give Tenant a minimum of forty-eight (48) hours' prior notice to Tenant's home office except in the event of an emergency.

Section 6.4 Replacement of Glass.

Tenant will, at its own expense, replace all glass broken or damaged unless the glass breaks due to a construction deficiency in the building.

ARTICLE VII USE OF LEASED PREMISES

Section 7.1 Use of Leased Premises.

Tenant covenants and agrees to use the Leased Premises only for the permitted uses set forth in ARTICLE I, Section 1.1 F. Before attempting to enforce this provision of the Lease, Landlord will give Tenant written notice that it considers Tenant to be in default under this Section. Tenant shall

then have a period of 10 ten days within which to cure said default or demonstrate to Landlord that its use of the Premises does not constitute a default. If Tenant fails to cure the default or convince Landlord that its usage does not constitute a default within such thirty (30) day period, then and only then shall Landlord be entitled to pursue any legal or equitable remedies that it may have under applicable law for violation of this provision.

Section 7.2 Rules and Regulations.

Tenant shall abide by any and all reasonable rules and regulations promulgated in writing by Landlord, so long as such rules and regulations do not have any direct financial impact on Tenant. Said rules and regulations are attached to this Lease as Exhibit F. In the event no such rules and regulations are attached, Landlord shall not be entitled to require Tenant to observe any rules and regulations subsequently adopted by Landlord unless they shall be approved in advance by Tenant. All rules and regulations shall be applied and enforced by Landlord in a non-discriminatory manner.

Section 7.3 Signs, Awnings and Canopies.

Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Shopping Center. Tenant may erect and maintain on the exterior of the Leased Premises only a sign, which shall be of such size, style and type and in such locations as Landlord may approve in writing which approval shall not be unreasonably withheld or delayed. All signs shall be subject to the sign Criteria outlined in Exhibit D attached hereto and made a part hereof.

Tenant shall have the right, at its sole cost and expense, to install and display signs, in the windows, which are professionally prepared; and to install, banners on the storefront, subject to prior approval of Landlord. Tenant shall maintain such signs in good condition and repair at all times. Tenant's installations and removals of such signs shall be made in a manner as to avoid injury, defacement and structural overloading of the Leased Premises or other improvements. If any damage is done to Tenant's signs, Tenant shall repair same within ten (10) days from receipt of Landlord notice in writing or Landlord shall have the right to repair such signs and bill Tenant for cost of the repairs.

Section 7.4 Noise, Obstruction and Nuisances.

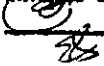
Tenant covenants that it will not (i) display any merchandise or maintain any stands in front of the Leased Premises or on the line of buildings in the Shopping Center; (ii) erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other Tenant in the Shopping Center, or tend to interfere with any such other Tenant's business, unless such barricade or scaffolding is required for necessary repairs as stated in Article VI, Section 6.2; (iii) create or maintain, or allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises, sound effects, offensive odors and smoke or dust in or about the premises; (iv) place or maintain any signs in any parking area serving the Leased Premises; (v) commit any waste; or (vi) maintain or allow to be maintained any excessively bright lights, changing, flashing, flickering or lighting services or similar devices, the effect of which will be visible from the exterior of the Leased Premises.

Section 7.5 Adjacent Tenancy.

Landlord covenants that during the Term, Landlord may not lease, directly or indirectly, any adjacent space within 50 feet of the Premises to tenants for the sale of food or beverages, a pet shop, or beauty or nail salon. These restrictions do not apply to a supermarket, grocery store, drug store or department store, or restaurant.

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INITIALED BY


Section 7.6 Intentionally Deleted.

ARTICLE VIII
TENANT'S BUSINESS RELATIONSHIP

Section 8.1 Relationship of the Parties.

Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

Article IX

ADDITIONS, ALTERATIONS AND PERSONAL PROPERTY

Section 9.1 By Landlord.

Landlord hereby reserves the right at any time to make alterations or additions to the building in which the Leased Premises are contained and to build additional stores thereon provided such alterations or additions do not, materially interfere with Tenant's business or Tenant's access to all entrances needed by Tenant to conduct its business. Landlord also reserves the right, subject to Article 4.1, to construct other building or improvements to the Shopping Center or common areas from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings so constructed. Landlord may not make additions to the rear of the Shopping Center which would prevent access to rear loading area of Tenant's space.

Section 9.2 By Tenant.

Tenant may from time to time, without the prior consent of the Landlord, at its own expense, alter, renovate or improve the interior of the Leased Premises provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and in a manner so as not to weaken or impair the strength or substantially lessen the value of the building in which the Leased Premises are located, and provided that the aggregate cost of any such alteration, addition and decoration does not exceed \$20,000 in any one (1) year. Any work done by Tenant under the provisions of this Section shall not interfere with the use by the other tenants of their premises in the Shopping Center. In all other instances, Tenant shall secure the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. At such time, Tenant shall submit to Landlord a written description for such work, together with a statement of the estimated cost of such work and the name of the proposed contractor whom Tenant has contracted to perform said work. Landlord shall in all instances respond promptly to such requests or his approval shall be deemed to be granted.

Section 9.3 Indemnity and Insurance.

Tenant shall indemnify and hold Landlord harmless from any and all claims for damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages, expenses, court costs and attorneys' fees incurred in or resulting from claims made by other tenants of premises in the Shopping Center, their agents, employees, patrons and invitees.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims for damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Landlord under the terms of this Lease, including all costs, damages, expenses, court costs and attorneys fees incurred in or resulting from claims made by other tenants of premises in the Shopping Center, their agents, employees, patrons and invitees, and further including all claims and associated costs resulting from or in any manner associated with any

alleged violation on or relating to the Leased Premises of the Americans with Disabilities Act of 1990, as it may be amended from time to time, or the regulations promulgated thereunder.

Before undertaking any alterations or constructions, Tenant shall obtain and pay for commercial general liability insurance insuring Landlord and Tenant against any liability which may arise as a result of such proposed alterations or construction work in an amount not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. A certificate of such policy shall be delivered to Landlord prior to the commencement of such proposed work. Tenant shall also maintain at all times "All Risk" property in the name of Landlord and Tenant as their interest may appear for full replacement cost of all alterations, decorations, additions or improvements in and to the Leased Premises, and all trade fixtures therein, in the event of fire or extended coverage of loss. Tenant shall deliver to Landlord evidence of such "All Risk" insurance policies which shall contain a clause requiring the insurer to give Landlord ten (10) days notice of cancellation of such policies.

Section 9.4 Mechanic's Liens.

If by reason of any alteration, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Tenant any mechanic's or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Leased Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days written notice from Landlord to Tenant regarding the filing of same.

Section 9.5 Personal Property.

All trade fixtures and equipment installed by Tenant in the Leased Premises shall be new or completely reconditioned and shall remain the property of Tenant.

At any time during the term of this Lease, Tenant may remove any or all trade fixtures, furniture, furnishings, signs, equipment, cash registers, inventory and any and all items of personal property placed in, on or about the Leased Premises by Tenant, licensees or concessionaires. Tenant agrees to repair any damage to the Leased Premises occasioned by the removal of any such items, but such obligation shall not extend to painting or redecorating the Leased Premises. Title of all of such trade fixtures, furniture, furnishings, signs, equipment, machinery, cash registers, inventory and any and all items of personal property shall remain in Tenant and Tenant alone shall be entitled to claim depreciation therefor. Landlord hereby waives, releases and relinquishes any and all rights of distraint, levy, attachment or recourse to the trade fixtures, furnishings, signs, equipment, machinery, cash registers, inventory and personal property in the Leased Premises. Although the foregoing waiver, release and relinquishment shall be self-operative without the necessity for any further instrument or document, Landlord hereby agrees to furnish Tenant or any vendor or other security arrangement, any consignor, and holder of reserved title or any holder of a security interest, upon written request from time to time, waivers of Landlord's right to distraint, levy, attachment or recourse with respect thereto and exempting the same from distraint, levy, attachment or recourse.

The right granted Tenant in this Section 9.5 shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings (including wall-to-wall carpeting); glued or fastened to the floors or any paneling, tile or other materials fastened or attached to walls or ceilings all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that were furnished or paid for by Landlord. Buildings shall be left in a broom-clean condition subject to normal wear and tear, fire and other casualty, acts of God, condemnation, and the acts or omissions of Landlord, its agents, servants, employees or contractors all excepted. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease or within ten (10)

days thereafter, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and the same shall become the property of Landlord and Landlord shall have the right to be reimbursed from Tenant and may pursue a claim against tenant for all cost and expenses associated with such removal and repair.

ARTICLE X TAXES AND INSURANCE

Section 10.1 Tenant's Taxes.

Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operation and its personal property situated in the Leased Premises.

Section 10.2 Tenant's Participation in Real Estate Taxes.

If the Leased Premises are separately assessed for tax purposes, then Tenant shall pay, as additional rent, postmarked no later than the first (1st) day of each leased month, 1/12 of the actual amount of real estate taxes levied against the Leased Premises each year. In determining the amount of the monthly payments, the amount of the prior year's tax shall be utilized. In the event the actual taxes are more or less than the previous year's taxes, a lump sum adjustment shall be made by the appropriate party to the other party. Such adjustment shall be made no later than 30 days after the actual tax bill is received by Landlord.

If the Leased Premises are not assessed separately for real estate taxes by the taxing authority, Tenant shall pay a portion of the real estate taxes assessed against the Shopping Center. From the beginning of the Lease Term through the end of the first full calendar year of the Lease Term, the Tenant's obligation shall be the amount set forth in ARTICLE I, Section 1.1, L (b). Thereafter, Tenant's share shall be obtained by multiplying the amount of the taxes for the entire Shopping Center by a fraction, the numerator of which shall be the square footage of the Leased Premises and the denominator of which shall be the leasable square footage of the Shopping Center, as set forth in ARTICLE I, Section 1.1 M. In setting the amount of such monthly assessments, Landlord may estimate the real estate taxes payable during any given year, utilizing the taxes payable in the previous year as the basis for such estimate, unless other more reliable information shall be available upon which to base the estimate. Should Landlord's actual taxes for any calendar year be more or less than the amount used for the monthly assessments, then a lump sum cash payment shall be made by the appropriate party to the other party not later than 60 days after the end of the calendar year.

Section 10.3 Liability Insurance.

Tenant shall maintain with financially responsible insurance companies with a Best Rating of not less than A-VIII licensed to do business in the State of Florida: (i) a commercial general public liability insurance policy with respect to the Leased Premises and its appurtenances (including signs) with a limit of not less than Two Million (2,000,000) dollars per occurrence; (ii) an umbrella liability insurance policy with a limit of not less than five Million (5,000,000) dollars; (iii) an insurance policy to cover heating and air-conditioning units against damage for one hundred (100%) percent replacement cost; (iv) an all-risk (special form) property insurance policy for no less than One Hundred Percent (100%) of the full replacement cost of the covered property and in an amount not less than five Hundred Thousand (\$500,000) dollars insuring all merchandise, leasehold improvements, furniture, fixtures and other personal property, all at their replacement cost; (v) business interruption insurance with limit of liability representing loss of at least approximately twelve (12) months of income; (vi) plate glass insurance covering all the plate glass of the Leased Premises, in amounts satisfactory to Landlord; (vii) worker's compensation and employer's liability insurance in compliance with applicable legal requirements; and (viii) any other form of insurance

which landlord or any mortgagee of the Leased Premises shall reasonably require from time to time, in form, in amounts and for risks against which a prudent tenant would insure. Any insurance policies required hereunder shall have terms of not less than one (1) year and shall name Landlord and Landlord's designees (s) as an "Insured as its interest may appear" and shall provide that the policies may not be modified or terminated without thirty (30) days advance notice to Landlord. In addition, Landlord shall be named as a loss payee. Tenant shall deliver these insurance policies or certificates thereof, satisfactory to landlord, issued by the insurance company to Landlord with premiums prepaid upon the signing of this Lease and thereafter at least thirty (30) days prior to each expiring policy or at any point upon Landlord's written request. Tenant's failure to deliver the policies or certificates specified hereunder shall constitute a default. If Tenant defaults in its obligation to obtain and deliver to Landlord the policy or certificate for any such insurance or if Tenant fails at any point during the Lease Term to maintain any such insurance, (1) Landlord shall have the right but not the obligation to procure same on account of tenant and charge Tenant for all costs thereof as other Rent; and (2) Tenant shall indemnify and hold landlord and Landlord's agents harmless from and against any loss, cost, damage, liability or expense (including attorney's fees and disbursements) which is determined, in Landlord's reasonable discretion, to be a loss that otherwise would have been covered in whole or in part by Tenant's insurance.

Landlord shall carry commercial general liability insurance covering the exterior of the Leased Premises, including but not limited to, the Shopping Center and common areas and shall provide Tenant with a certificate of insurance.

Section 10.4 Increase in Fire Insurance Premium.

- A. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance which may be carried by Landlord on the Leased Premises or the building of which they are a part, resulting from the type of merchandise sold or services rendered by Tenant in the Leased Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises.
- B. Tenant shall not knowingly use or occupy the Leased Premises or any part thereof, or suffer or permit the same to be used or occupied for any business or purpose deemed extra-hazardous on account of fire or otherwise. In the event Tenant's use and/or occupancy causes any increase of premium for the fire insurance coverage, on the Leased Premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, Tenant shall pay such additional premium on the fire insurance policies. Tenant shall also pay in such event, any additional premium on the rent insurance policy that may be carried by Landlord for its protection against rent loss through fire. Invoices for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and paid as, additional rent; but such increases in the rate of insurance shall not be deemed a breach of this covenant by Tenant.

Section 10.5 Landlord's Property Insurance.

Landlord shall carry "All Risk" property damage and Business Interruption insurance on the Shopping Center and common areas for the Leased Premises and commercial general liability

insurance on the Shopping Center and common areas for full replacement cost; provided the minimum coverage shall be \$1,000,000 per occurrence/ \$1,000,000 annual aggregate. Tenant agrees to pay Landlord as additional rent, postmarked no later than the first (1st) day of each lease month, its pro-rata share of the cost of "All Risk" property and Business Interruption insurance and commercial general liability insurance on the Shopping Center; provided the monthly payments through the end of the full calendar year after the beginning of the Lease Term shall be the amounts set forth in ARTICLE I, Section 1.1 L (c). Tenant's pro-rata share shall be calculated in the same manner in which real estate taxes are pro-rated in ARTICLE X Section 10.2. Tenant shall pay such additional rent within thirty days after notification from Landlord that such insurance reimbursement is due. Should Landlord's actual costs at the end of each lease year, including the first lease year, be less than the amount estimated, Tenant shall be entitled to a credit against the ensuing year's contributions or shall be entitled to payment within thirty days after the end of the Lease Term, whichever shall apply. Landlord shall provide Tenant with evidence of insurance covering the shopping center and common areas.

ARTICLE XI

DAMAGES, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES

Section 11.1 Damage or Destruction by Fire or Other Casualty.

If the Leased Premises are damaged or destroyed by fire, flood, tornado or by the elements, or through any casualty, or otherwise, after the commencement of the Lease Term, this Lease shall continue in full force and effect, and Landlord at its expense shall promptly restore, repair or rebuild the Leased Premises including but not limited to the store front, to the same condition as it existed when the possession of the Leased Premises were turned over to the Tenant at the commencement of the Lease Term. In the event Landlord fails to restore the Leased Premises, within two hundred seventy (270) days of the casualty, Tenant's sole remedy against Landlord shall be to terminate this Lease as of the date of such casualty. Rent and additional rent, if any, shall abate from the date of such damage or destruction until Tenant reopens in the restored Leased Premises. In the event that only a part of the Leased Premises or some other area of the Shopping Center is untenable or incapable of use for the conduct of normal business therein, a just and proportionate part of the rent shall be abated from the date of such damage until thirty (30) days after Landlord has completely repaired same and notified Tenant of such fact.

In the event that the Leased Premises shall be damaged in whole or in substantial part within the last twenty-four (24) months of the Lease Term, Landlord or Tenant shall have the option, exercisable within thirty (30) days following such damage, of terminating this Lease, effective as of the date of mailing notice thereof. Not later than 30 days after the occurrence of any such damage or destruction, Landlord shall notify Tenant in writing as to whether Landlord reasonably believes that the damage or destruction can be completely restored and repaired within a period of two hundred seventy (270) days after the date of damage or destruction. In the event Landlord states that it does not believe the repair or restoration can be accomplished within that time period, then either Landlord or Tenant may elect to terminate this Lease in its entirety, and such termination shall be effective as of the date either Landlord or Tenant shall notify the other party of such election in writing.

In the event 50% or more of the Shopping Center shall be destroyed or damaged, then, whether or not the Leased Premises shall be damaged, Landlord will have the right to (i) terminate the Lease by delivery and written notice to Tenant. If the access to the Leased Premises as show in Exhibit B of the Lease is temporarily eliminated, base rent shall be abated during such period of elimination and Landlord shall use reasonable efforts to supply additional alternative access during such period of reduced accessibility.

Tenant shall give to Landlord prompt written notice of any damage to or destruction of any portion of the Leased Premises resulting from fire or other casualty.

Section 11.2 Mutual Release and Waiver.

Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost damage or expense or is required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.3 Condemnation.

In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire and Tenant shall have the right to vacate the Leased Premises, following which Landlord and Tenant shall thereupon be released from any further liability hereunder.

In the event that a portion of the floor area of the Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Tenant shall have the right to cancel and terminate this Lease, upon giving Landlord notice of such election within thirty (30) days after the receipt by Tenant from Landlord of notice that said Leased Premises have been so appropriated or taken. In the event of such cancellation, Landlord and Tenant shall thereupon be released from any further liability under this Lease. Should Landlord be notified of a pending appropriation or taking or immediately after any appropriation or taking, Landlord shall give Tenant notice thereof. If this Lease shall not be terminated as provided in this Section, then Landlord at its cost and expense shall immediately restore the building to a complete unit of like quality and character and the rent shall be adjusted proportionately, based on the square footage taken. In the event a portion of the parking area of the Shopping Center shall be taken under the power of eminent domain, and such taking shall cause the parking space ratio for the entire Shopping Center to be less than five parking spaces per 1,000 square feet of leasable area, then Tenant shall have the right to terminate this Lease in its entirety.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, and/or depreciation to, damage to, and/or cost of removal of, and/or for the value of stock and/or trade fixtures, furniture and other personal property belonging to Tenant.

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**ARTICLE XII
DEFAULT BY TENANT AND REMEDIES**

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Section 12.1 Default.

Each of the following shall be deemed to be an event of default by the Tenant and shall be deemed to be a breach of the Tenant's obligations under this Lease.

- A. The failure to pay the rent or any other charges required to be paid by the Tenant under this Lease when they are due, as herein provided, if such failure is not cured within ten (10) days after written notice of default from Landlord.
- B. The failure of the Tenant to perform any other material covenant, condition or agreement of this Lease for more than thirty (30) days after notice in writing from Landlord specifying the nature of the default; provided, however, if the nature of the default is such that it can reasonably be cured, but not within such period of thirty (30) days, and work thereon shall be commenced within that period and diligently prosecuted, Tenant shall not be considered in default until and unless Tenant ceases to prosecute diligently its efforts to cure the default.
- C. The appointment of a receiver to take possession of all or substantially all of the assets of the Tenant.
- D. The general assignment by Tenant for the benefit of creditors.
- E. The dissolution or the commencement of any action for the dissolution or liquidation of the Tenant.
- F. The filing of any petition or the institution of any proceedings under Chapter 7 or its equivalent under any State or Federal Bankruptcy Act or Code by the Tenant.
- G. If Tenant uses the Premises for purposes in violation of the Lease.

Section 12.2 Landlord's Remedies.

- A. In the event of any continuing default or breach hereof by the Tenant, the Landlord may immediately, or at any time thereafter without notice, cure such breach or default for the account and at the expense of the Tenant. If the Landlord at any time, by reason of such default or breach, is compelled or elects to pay any sum of money, or incur any expenses, including reasonable attorneys' fees, in instituting, prosecuting or defending any action to enforce or protect Landlord's rights hereunder, such sums or expenses, together with costs and damages, shall be deemed to be additional rent hereunder and shall be due from the Tenant to the Landlord on the same terms as provided for the payment of rent hereunder.
- B. Upon a continuing default by the Tenant as set forth in Article XII, Section 12.1:
 - 1. Landlord may give written notice to Tenant that the Landlord elects to terminate this Lease on a date specified in said notice; or
 - 2. Landlord may re-enter and retake possession of the premises by any lawful means without terminating the Lease. Landlord may remove all persons and property from the Premises and may store the property at the expense and for the account of Tenant without liability for any damage on account of said removal. Landlord's re-entry shall not be deemed either an acceptance, surrender or termination of this Lease, and Tenant shall nevertheless remain liable for the rent and any other charges or items payable by Tenant as provided in this Lease, for the balance of the Lease Term herein demised. Landlord may, without notice, repair or alter the Premises in such manner as the Landlord may deem necessary or reasonable, and relet the

Premises, or any part thereof, upon such terms and conditions as Landlord deems appropriate, in Landlord's name, or as agent of the Tenant, and from any rents so collected and received, the Landlord shall first pay to itself the expenses and costs of retaking possession, repairing and/or altering the premises, and the expenses of removing persons and property therefrom, and any costs or expenses in securing the new Tenant; and, thereafter, any balance remaining shall be applied by the Landlord in payment of the taxes, insurance premiums, repairs and other items payable by the Tenant pursuant to this Lease, and then on account of the rent reserved herein and unpaid by the Tenant for the remainder of the term of the Lease. Should the rent so collected by the Landlord after payments aforesaid be insufficient to fully pay the taxes, insurance premiums, repairs, rents and the costs of retaking of possession stipulated for herein, the balance shall be paid by the Tenant on the rent days herein specified; that is upon each of such rent payment days, Tenant shall pay to the Landlord the amount of the deficiency, and that the right of the Landlord to recover from the Tenant the amount thereof or the amount of the rent herein reserved, if there is not retaking, shall survive the issuance of any warrant of dispossession or other termination of the Tenant's occupancy. Suit or suits for the recovery of such deficiency or damages or for any installment of rent hereunder, may be brought by the Landlord from time to time, at its election, and nothing herein shall be deemed to require the Landlord to await the date on which this lease or the term herein would have expired had there been no such default by the Tenant. In the event Landlord elects to bring an action against Tenant for rents not yet due, or otherwise accelerate the Tenant's obligation for future rents, then the measure of damages sought by Landlord shall be the present value of future rents due minus the present market value of the leasehold interest surrendered by Tenant.

C. Tenant hereby expressly, unconditionally and irrevocably waives all of the following: (a) any and all rights Tenant may have to interpose or assert any claim, counterclaim, or setoff in any action brought by Landlord based in whole or in part on non-payment of Rent, even if such counterclaim or setoff is based on Landlord's alleged breach of a duty to repair or alleged breach of quiet enjoyment (Landlord and Tenant hereby stipulate and agree that any such counterclaim shall be served and tried separately from the action brought by Landlord for nonpayment of Rent); (b) the requirement under Section 83.12 of the Florida Statutes or any other applicable laws that the plaintiff in his distress for rent action file a bond payable to the tenant in at least double the sum demanded by the plaintiff, it being understood that no bond shall be required in any such action; (c) any and all rights of Tenant under section 83.14 of the Florida Statutes or any other applicable laws to replevy distrained property; (d) any all rights Tenant may have in the selection of venue in the event of suit by or against Landlord, it being understood that the venue of such suit shall be in the county in which the Premises is located; (e) any and all rights Tenant may have to consequential damages incurred by Tenant, including but not limited to lost profits or interruption of business, as a result of any default by Landlord; and (f) any and all rights Tenant may have in the Leased Premises or any goods or personal property therein in the event Tenant is evicted and dispossessed of same.

Section 12.3 Default by Landlord.

If the Landlord shall fail to perform any material covenant, condition or agreement of this Lease for more than thirty (30) days after notice in writing from Tenant specifying the nature of the default (as may be specified in this Lease), then the Landlord shall be in default under this lease agreement; provided, however, that if the default is reasonably capable of being cured but not within the thirty (30) day period, Landlord shall not be deemed in default hereunder if it commences to cure the default within the thirty (30) day period and diligently prosecutes the cure to completion.

Section 12.4 Tenant's Remedies.

- A. In the event of any uncured default or breach hereof by the Landlord, the Tenant may cure such breach or default for the account of and at the expense of the Landlord. If the Tenant at any time, by reason of such default or breach, elects to pay any sum of money owed by Landlord, or incurs any reasonable expenses, including reasonable attorneys' fees, in instituting, prosecuting or defending any action to enforce or protect Tenant's rights hereunder, such sums or expenses, together with costs and damages, shall be due from the Landlord to the Tenant within thirty (30) days of the submission of a bill to the Landlord. If Landlord fails to properly make full payment of this amount, Tenant may reimburse itself by withholding rents and other payments due under this Lease.

Section 12.5 Expenses and Attorneys' Fees.

If either party shall at anytime be adjudged in default hereunder, or if either party incurs any expense in connection with any action or proceeding instituted by either party reasonably necessary to protect, enforce, or defend its rights under this Lease, and if the other party shall deem it necessary to engage attorneys to enforce its rights hereunder, then the prevailing party will reimburse the other party for the reasonable expenses incurred thereby, including but not limited to court costs and reasonable attorneys fees. These fees and costs will be due without question or qualification if and when a final judgment or court order shall be obtained confirming or declaring that such party has committed an event or act of default under this Lease.

ARTICLE XIII

MORTGAGE FINANCING AND SUBORDINATION

Section 13.1 Subordination.

Tenant shall, upon the written request of either Landlord or the holder of any mortgage or deed of trust on the Shopping Center, execute any documents expressly subordinating this Lease to any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the premises or future additions thereto; and Tenant shall execute and deliver upon demand, such further instruments subordinating this Lease to the lien and of any such mortgage or mortgages, provided any such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagees and that the rights of Tenant shall remain in full force and effect during the term of this Lease and any extension thereof, notwithstanding any default by the mortgagors with respect to the mortgages or any foreclosure thereof, so long as Tenant shall perform all of the covenants and conditions of this Lease. Tenant agrees to execute all agreements required by this Lease within twenty (20) business days after receipt of such. Tenant agrees to execute all agreements required by Landlord's mortgagee or any purchaser at a foreclosure sale or sale in lieu of foreclosure within twenty (20) business days after receipt of such, by which agreements Tenant will attorn to the mortgagee or purchaser.

ARTICLE XIV

Delivery OF PREMISES

Section 14.1 As-is.

Tenant acknowledges Landlord has made no representation, and that Tenant has conducted all inspections it deems necessary (including environmental), and Tenant accepts the Leased Premises and all the equipment, apparatus, plumbing, heating air conditioning, electric, water, waste, disposal and other systems relating thereto and the parking lot and the other common areas of the Shopping

Center "As Is, Where-Is" with all faults. Landlord is not obligated with respect to either Leased Premises or the Shopping Center to make any improvements, changes, installation, do any work, make any alterations, repairs or replacements, clean out the Premises, obtain any permits, licenses or governmental approvals, or spend any money either to put Tenant in possession or to permit Tenant to open for business. All work other than that to be performed by Landlord, if any, shall be accomplished by Tenant. Tenant shall not undertake any work without first obtaining Landlord's consent to Tenant's plans and specifications. All work shall be undertaken in strict compliance with applicable laws and regulations and Tenant shall procure all licenses and permits. Unless specifically stated otherwise in this lease, it is deemed that Landlord shall have tendered possession of the Premises to Tenant immediately on the signing of the by both Landlord and Tenant. Except for signs, merchandise counters or other easily removable similar trade fixtures installed by Tenant at Tenant's expense, all alterations, decorations additions and improvements made by Tenant to the Leased Premises and including all heating and air-conditioning units, equipment and apparatus at the Premises and other fixtures such as ceiling tiles and grids, lighting fixtures, electric panel boxes, plumbing boilers, floor and wall coverings, alarm systems, lights toilet fixtures, partitions, doors and utilities shall be deemed attached to the freehold and be Landlord's property.

ARTICLE XV OTHER PROVISIONS

Section 15.1 Indemnity.

Tenant during the term hereof shall indemnify and save harmless Landlord from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property occurring within the Leased Premises and immediately adjoining the premises and arising out of the use and occupancy of the Leased Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires, excepting however such claims and demands, whether for injuries of persons or loss of life, or damage to property, caused by acts or omissions of Landlord, its agents, servants, employees or contractors. Landlord during the term hereof shall indemnify and save harmless Tenant from and against any and all claims and demands, whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of Landlord's use of the common areas and facilities (if any), or the condition of the Leased Premises or the Shopping Center. If, however, any liability arises in the common area because of the negligence of Tenant, Tenant's agents, employees or contractors, then in such event Tenant shall hold Landlord harmless.

Section 15.2 Definition and Liability of Landlord.

The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchase(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder.

It is specifically understood and agreed that there shall be no personal liability of Landlord in respect of any of the covenants, conditions or provisions of this Lease.

Section 15.3 Assignment or Subletting.

Tenant may assign this Lease or may sublet the Leased Premises or any part thereof only with the prior consent of the Landlord, such consent not to be unreasonably withheld, but notwithstanding

any such subletting or assignment, Tenant shall remain primarily liable for the performance of all terms and conditions of the Lease.

Notwithstanding the foregoing, Tenant may assign or sublet this Lease without the consent of Landlord if such assignment or subletting is to facilitate the sale of all or a substantial portion of the assets or controlling interest in the securities of the Tenant, the sale of the pertinent operating division of the Tenant, merger or other corporate reorganization, or transfer to an affiliated company; provided such assignment or subletting is for the continued use of the Leased Premises for the purpose set forth herein and tenant remains fully liable hereunder.

Section 15.4 Notices.

Whenever notice shall or may be given to either of the parties by the other, each such notice shall be in writing and shall be sent by registered or certified mail with return receipt requested, or by overnight express mail with a national carrier. In the event of an emergency repair, either party will acknowledge a facsimile as reasonable notice.

Notice to Landlord shall be addressed as specified in ARTICLE I, Section 1.1 B, and notice to Tenant shall be addressed as specified in ARTICLE I, Section 1.1 D, or, in each case, to such other address as either may from time to time designate in writing to the other. Any notice under this Lease shall be deemed to have been given at the time it is placed in the U. S. mail with sufficient postage prepaid.

Section 15.5 Interest on Late Payments.

Should Tenant fail to pay when due any installment of fixed rent, additional percentage rent or any other sum payable to Landlord under the terms of this Lease, then interest at the maximum legal rate in effect in the State where the Shopping Center is situated or prime plus one (1) per annum, whichever is lower, shall accrue after the tenth (10th) day following the date on which notice of nonpayment is given.

Section 15.6 Short Form Lease.

Tenant agrees not to record this Lease without the express written consent of Landlord and further agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a short form lease suitable for recording.

Section 15.7 Surrender of Leased Premises and Holding Over.

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereof to Tenant, reasonable wear and tear excepted, and fire and other casualty, acts of God, condemnation, the acts or omissions of Landlord, its agents, servants, employees or contractors all excepted, and Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term. If Tenant holds over in the Leased Premises beyond the Term, such holding over establishes a tenancy from month to month at the rental of 150% of the rental paid by the tenant for the previous year. All obligations and duties imposed upon the Parties remain the same during such period except that Tenant's Minimum or Fixed Rent and additional charges accrue on a per diem basis, payable 25 days following each month.

Section 15.8 Operation.

Nothing contained herein shall be deemed to constitute an obligation on the part of Tenant to open or remain open for business at any time or for any period of time, it being understood by the Landlord that Tenant shall have the right to determine in its own discretion whether and when it will open and remain open for business in the Leased Premises. In the event that Tenant at any time fails to operate from the Premises for more than sixty (60) consecutive days, at any time thereafter, Landlord shall have the right but not the obligation, to terminate the lease and recapture the Leased Premises by delivering written notice hereof to Tenant (the "Recapture Notice"). In the event Tenant receives the Recapture Notice, Tenant shall deliver possession of the Leased Premises to Landlord within five (5) days of receipt of such notice, together with a recapture fee equal to three (3) months of Rent due hereunder (the Recapture Fee). Upon delivery of the Recapture Fee and the Leased Premises to Landlord in the condition required under the Lease, Tenant shall be released from all further obligations under the Lease.

Section 15.9 Pro Rata Share.

Wherever the term "Pro Rata Share" appears in this Lease the same shall be deemed to be the percentage or fraction represented by the total number of leasable square footage in the Leased Premises divided by the total leasable square footage of all buildings in the Shopping Center, including added or enlarged buildings.

Section 15.10 Entire and Binding Agreement.

This Shopping Center Lease contains all of the agreements between the parties hereto and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in the Lease.

Section 15.11 Provisions Severable.

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 15.12 Captions.

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of the Lease to which they relate.

Section 15.13 Intentionally Deleted.

Section 15.14 Quiet Enjoyment.

Landlord covenants, warrants and represents that Landlord has full right and power to execute this Lease, that Landlord has, or has contracted to acquire fee simple marketable title to the Leased Premises, and that the Tenant, upon paying the rent and other charges herein reserved and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges belonging or appertaining thereto, during the full term of this Lease and any extensions hereof.

Section 15.15 Environmental.

Landlord warrants and represents that to the best of Landlord's knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in or on the Leased Premises or the Shopping Center prior to the date hereof has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord additionally warrants and represents that to the best of Landlord's knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Leased Premises and that the Leased Premises are free of Hazardous Substances as of the date hereof. As used herein, "Hazardous Substance" shall include any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State in which the Leased Premises are situated, or the United States government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum.

Landlord agrees to indemnify, defend and hold harmless the Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising prior to, the Lease Term from or in connection with the presence or suspected presence of Hazardous Substances in, on, or about the Leased Premises.

The provisions of this Section 15.15 shall be in addition to any other obligations and liabilities Landlord may have to Tenant at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

Landlord recognizes the Tenant is a retail tenant and does not store or use Hazardous Substances in its operation.

WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written each acknowledging receipt of an executed copy hereof.

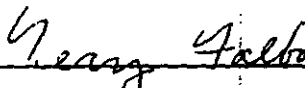
WITNESSES:


LANDLORD: Sand Lake OST, LLC
A Florida limited liability company,


DENISE THOMAS

By: _____

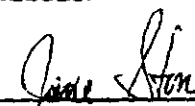
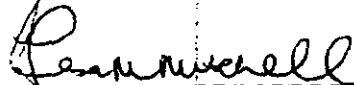
Sand Lake Equities II, LLC
A Florida Limited Liability Company,
It's: Manager



Gary Falbo

By: 
Keith L. Cummings or Ivy A. Greaner
It's: Authorized Representative

WITNESSES:

TENANT:
Marianne USPR, INC.
As To Tenant


Jane Smith

Pennington

By: 
Ethan Shapiro or Michael A. Abate
Its Authorized Representatives

Orlando Square Shopping Center
Orlando, FL

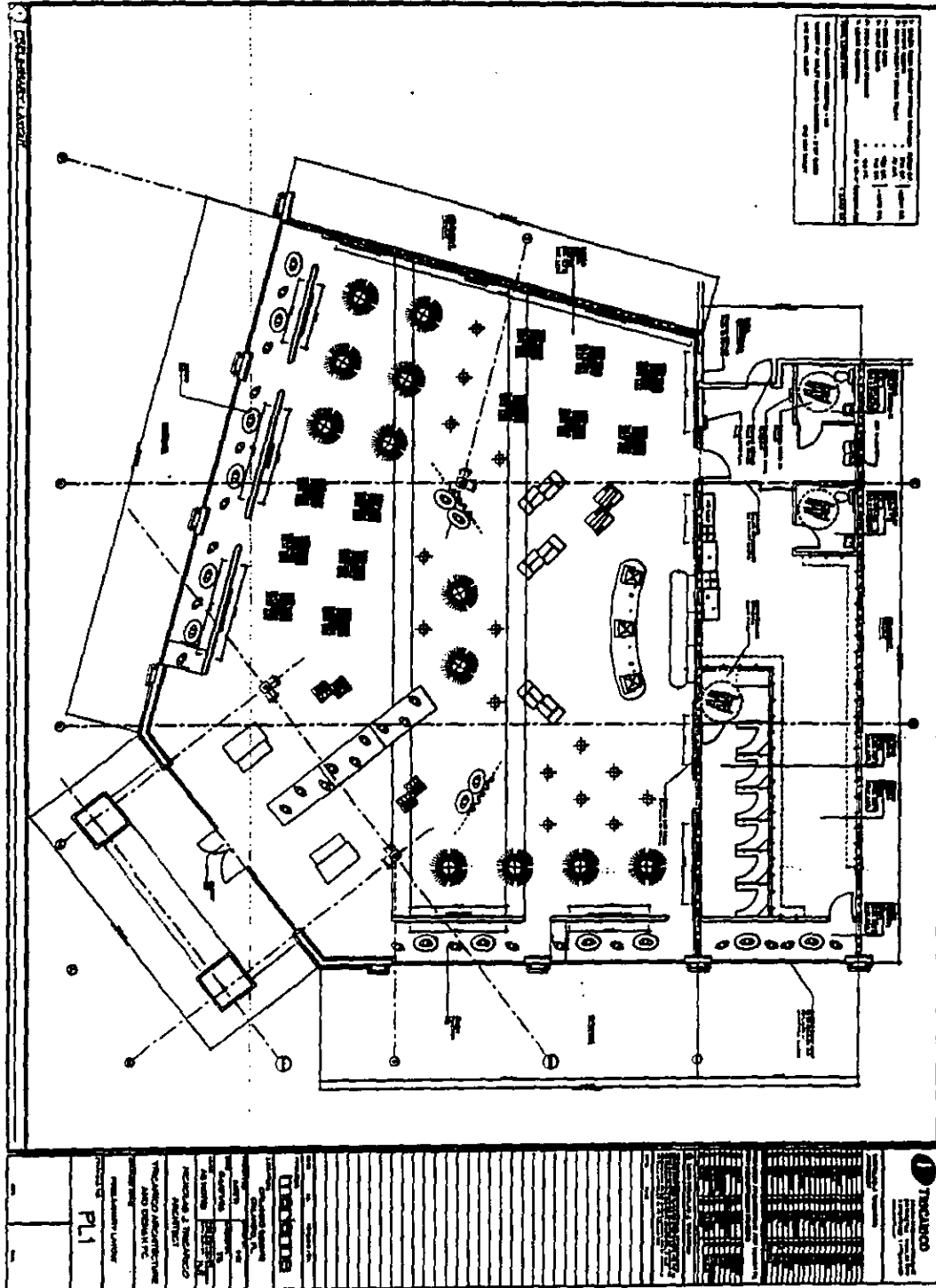
EXHIBIT C TO LEASE AGREEMENT BETWEEN
SAND LAKE OBT, LLC AS LANDLORD AND
URBAN BRANDS, INC. AS TENANT

TENANT HEREBY ACCEPTS THE LEASED PREMISES (INCLUDING BUT NOT LIMITED TO
THE STOREFRONT AND FLOOR, DEMISING WALLS, CEILING, TOILET, ELECTRIC,
WATER/SEWER, LIGHTING AND HVAC) "AS IS" WITH NO MODIFICATIONS OR
ALTERATIONS REQUIRED TO BE MADE BY LANDLORD. ALL WORK SHALL BE TENANT'S
RESPONSIBILITY AND SHALL BE DONE BY TENANT AS PART OF TENANT'S WORK AT NO
COST TO LANDLORD.

EXHIBIT B TO LEASE AGREEMENT BETWEEN
SAND LAKE OBT, LLC, AS LANDLORD, AND
URBAN BRANDS, INC., AS TENANT

LANDLORD'S WORK

TENANT HEREBY ACCEPTS THE LEASED PREMISES (INCLUDING BUT NOT LIMITED TO THE STOREFRONT AND FLOOR, DEMISING WALLS, CEILING, TOILET, ELECTRIC, WATER/SEWER, LIGHTING AND HVAC) "AS IS" WITH NO MODIFICATIONS OR ALTERATIONS REQUIRED TO BE MADE BY LANDLORD. ALL WORK SHALL BE TENANT'S RESPONSIBILITY AND SHALL BE DONE BY TENANT AS PART OF TENANT'S WORK AT NO COST TO LANDLORD.

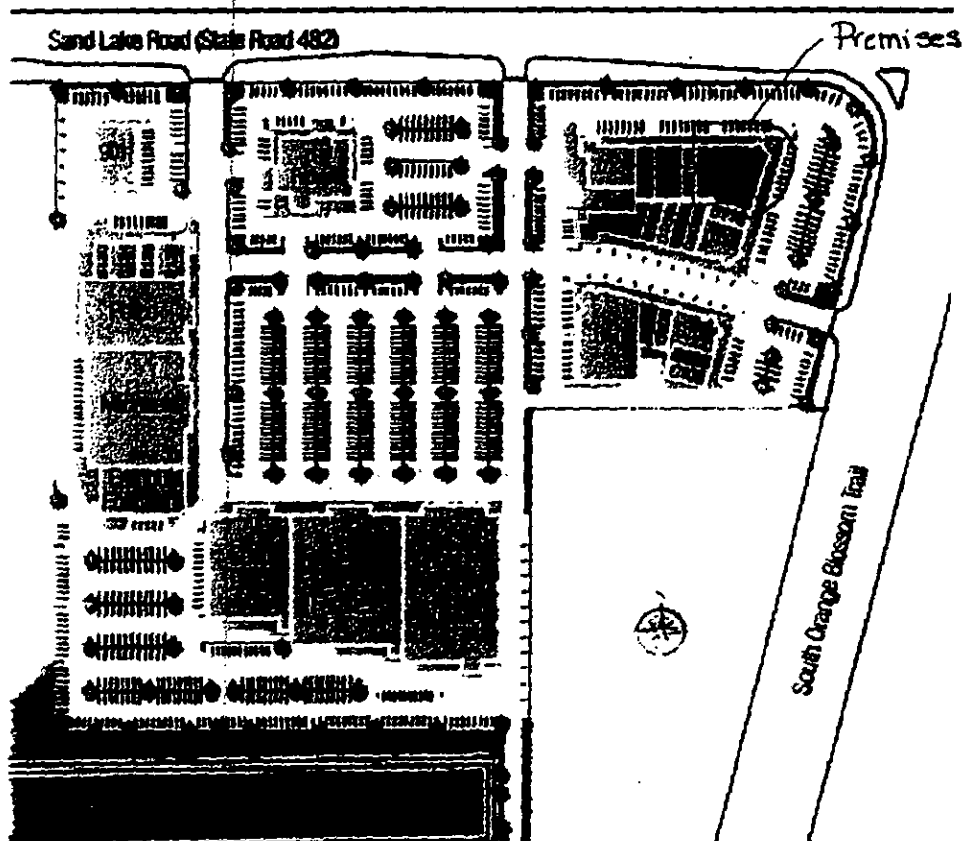


"Exhibit C-2"

EXHIBIT A TO LEASE AGREEMENT BETWEEN
SAND LAKE OBT, LLC, AS LANDLORD, AND
URBAN BRANDS, INC., AS TENANT

SITE PLAN

NOTE: THIS SITE PLAN SHOWS THE APPROXIMATE LOCATION OF THE LEASED PREMISES AND THE APPROXIMATE CONFIGURATION OF THE LEASED PREMISES AND ADJACENT AREAS. THIS SITE PLAN IS ONLY ILLUSTRATIVE OF THE SIZE AND RELATIONSHIP OF THE STORES AND COMMON AREAS GENERALLY, ALL OF WHICH ARE SUBJECT TO CHANGE. THE SHOWING OF ANY NAMES OF TENANTS, PARKING SPACES, CURB CUTS, OR TRAFFIC CONTROLS SHALL NOT BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY LANDLORD THAT ANY TENANTS WILL BE AT THE SHOPPING CENTER OR THAT ANY PARKING SPACES, CURB CUTS OR TRAFFIC CONTROLS WILL CONTINUE TO EXIST.

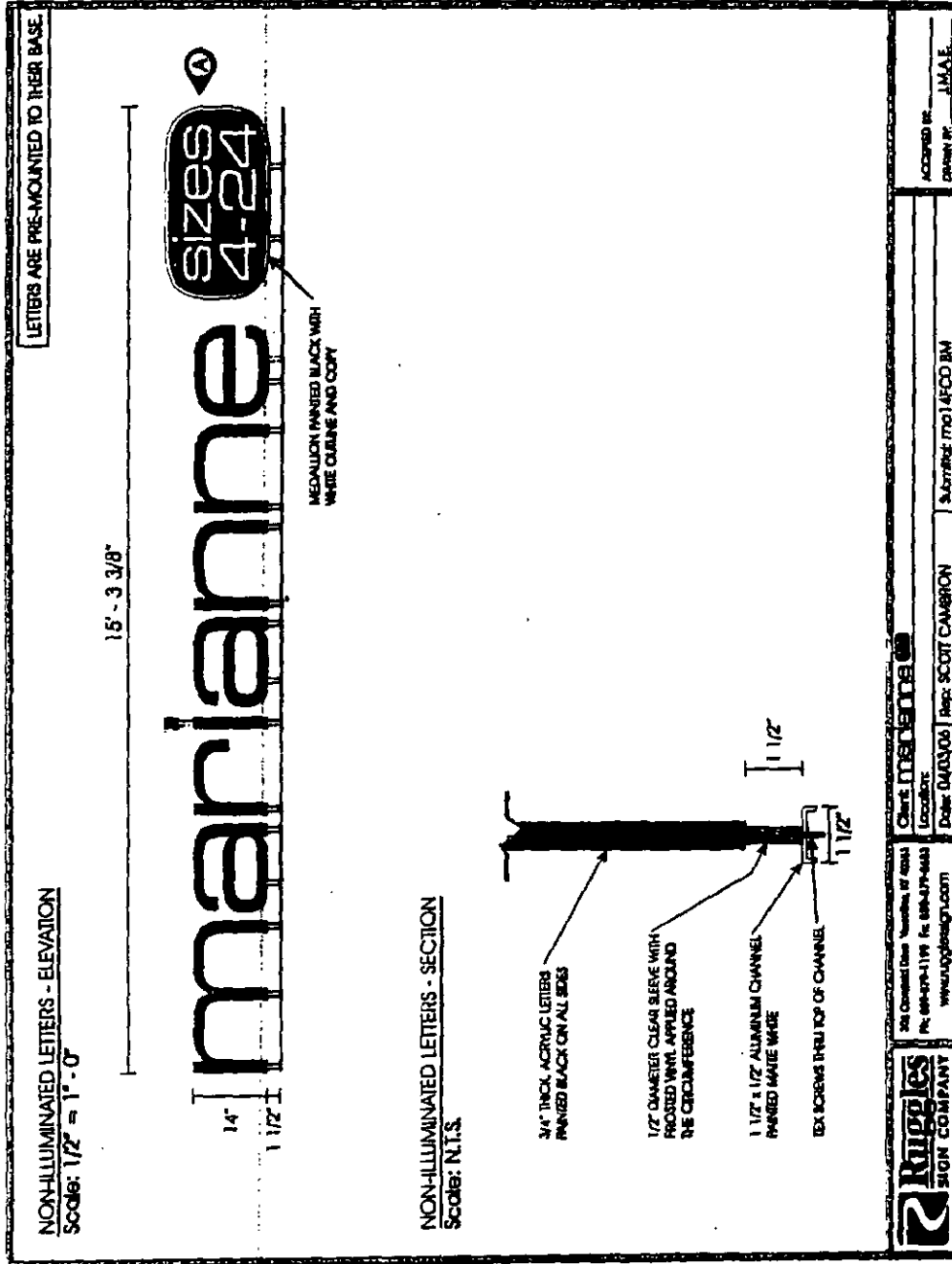


**EXHIBIT D TO LEASE AGREEMENT BETWEEN
SAND LAKE OIL, L.L.C. AS LANDLORD, AND
URBAN BRANDS, INC., AS TENANT**

SIGN CRITERIA

Signs shall be furnished and installed by Tenant in accordance with the following:

1. Detailed drawings for all new signs to be built and installed by Tenant and alterations to existing building signs must be submitted to Landlord for approval prior to installation. The drawings shall indicate the location, size, layout, design, wording and color of the proposed sign as it would look on the storefront, including all lettering and graphics. The Tenant shall submit samples of sign materials if required by Landlord. Landlord may withhold its approval of the proposed sign(s) in Landlord's discretion. Tenant will obtain all applicable permits and construct and install the sign at Tenant's expense, including the removal of any existing sign. Tenant will provide Landlord with the name of the sign installer and a copy of a certificate of insurance covering the installer's work on the property in amounts satisfactory to Landlord.
2. Tenant is responsible for assuring that all sign installation and manufacture complies with local building codes and is further responsible for the work performed by its sign contractor, including the sealing in a watertight manner of any building or facade penetrations. Care should be taken to prevent damage or stress cracks to the facade during sign installation. Tenant's sign contractor shall be responsible for making the electrical connection for the sign and coordinating connection with Tenant's licensed electrical contractor.
3. Landlord reserves the right to make exceptions to these requirements for "anchor" or "Major" tenants. Franchise or corporate signs not conforming to these criteria must be submitted to Landlord and will be reviewed for approval on a case-by-case basis.
4. Tenant agrees to maintain signs at all times in good condition and repair including but not limited to peeling paint, faded letters/graphics, burned out bulbs and/or ballasts. Upon vacating the Leased Premises, Tenant shall remove the sign and restore the facade to its original condition at its own expense and to the satisfaction and approval of Landlord.
5. Unauthorized signs will be removed by Landlord without notice. Landlord reserves the right to change Landlord's sign criteria so long as the new sign criteria is uniformly enforced by Landlord.
6. To the extent canopy signage exists, such signs are subject to the same conditions outlined above, including the requirement of Landlord's prior written approval. Canopy signs are to be designed similar and harmonious to existing canopy signage.



"Exhibit D"

**EXHIBIT E TO LEASE AGREEMENT BETWEEN
SAND LAKE OIL, L.L.C. AS LANDLORD AND
URBAN BRANDS, INC. AS TENANT**

**EXISTING EXCLUSIVE USES AND PROHIBITED AND/OR
RESTRICTED USES FOR ORLANDO SQUARE**

Barnie's: Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center, Landlord shall not lease any other space in the Shopping Center to a tenant whose primary use is the sale of branded gourmet coffee and tea (i.e., Starbucks, Caribou, etc.), provided, however, other tenants of the Shopping Center may sell branded gourmet coffee and tea as an incidental part of their business.

Chinola Mexican Grill: Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center, Landlord shall not lease any other space in the Shopping Center to a tenant whose Primary Use (as defined herein) is the sale of burritos, Mexican wraps, falafels or tacos. "Primary Use" for purposes herein shall mean greater than 10% of the Gross Sales (as hereinafter defined).

Cingular: Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tenants of the Shopping Center as of the date hereof, Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Shopping Center, including any expansion of the Shopping Center, whose primary use is the retail sale and service of wireless telecommunications equipment and services.

Cold Stone Creamery: Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center as of the date hereof, Landlord shall not lease space in the Shopping Center to the following competitors of Tenant: Maple Moo's, Dairy Queen, Nostalgia Tollhouse, Ben & Jerry's, Heaven Dairy, Caramel Barkin Robbins, Brownies, Marble Slab Creamery or any other similar competitor.

Cost Plus, Inc. ("Cost Plus"): Landlord agrees that subject to the provisions of the final sentence hereof, Landlord shall not permit any sublease or subtenant of an Anchor Tenant or Replacement Anchor Tenant to be primarily engaged in Tenant's Primary Use. For purposes of this Lease, "Tenant's Primary Use" shall be defined as the operation of a store primarily engaged in the sale of wicker and rattan furniture, unpackaged gourmet foods (excluding a grocery store) and beer/wine for off-premise consumption (excluding a grocery, drug or convenience store). If Tenant discontinues its use of the Premises for "Tenant's Primary Use" as described above for a period in excess of one hundred eighty (180) consecutive days, excluding reasonable closures for cessation of business due to casualty, condemnation, remodeling, restoration or Force Majeure, then Tenant's Primary Use shall be deemed discontinued and of no force and effect.

In addition, Landlord shall not permit any sublease or subtenant of a non-Anchor tenant to display for sale or to sell, other than on an incidental basis, the sale of wicker and rattan furniture, unpackaged gourmet foods (excluding a grocery store) and beer/wine for off-premise consumption (excluding a grocery, drug or convenience store). For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Shopping Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales.

All capitalized terms shall have the meaning given in the Cost Plus lease.

Doc Chev's: Subject to the rights of existing tenants of the Shopping Center as of the date hereof, so long as Tenant is operating a Doc Chev's restaurant for a restaurant under a different trade name serving primarily Asian cuisine at the Leased Premises, Landlord shall not lease or sell space within the Shopping Center for, or otherwise permit, the operation of a restaurant which specializes in Asian cuisine. For purposes hereof, "specialize in Asian cuisine" shall be deemed to mean any restaurant offering 20% or more of its menu items as Asian cuisine and "Asian cuisine" shall mean the traditional cuisines of China, Japan, Korea, Vietnam, Thailand, Indonesia and India, including, but not limited to, sushi, sashimi, Asian flavored salads, noodle bowls, rice plates, curries and dim sum. Landlord shall include in all other leases or conveyances regarding the Shopping Center an express restriction prohibiting other tenants from engaging in Tenant's exclusive use.

E.B. GAMES: Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tenants of the Shopping Center as of the date hereof, Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Shopping Center, including any expansion of the Shopping Center, for the sale of video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, computer related hardware and software, and/or the sale, resale, trading-in and renting of video games and personal computer games (the foregoing and any other such similar and related items and technological evolutions thereof are hereinafter referred to as the "Exclusive Items"). Notwithstanding anything contained herein to the contrary, the foregoing shall not be construed to prohibit (a) any existing tenant within the Shopping Center as of the date hereof from selling the Exclusive Items or (b) any tenant from selling the Exclusive Items if (i) no more than twenty percent (20%) of the selling floor area of such tenant's space is devoted to the sale of the Exclusive Items, and (ii) the aggregate sales by such tenant of the Exclusive Items does not exceed twenty percent (20%) of the gross sales generated from such tenant space. Notwithstanding the above, the restriction shall not apply to any tenant greater than 4000 square feet.

Famous Footwear: Landlord covenants, warrants and agrees that it has not and shall not, throughout the term hereof (except as noted below) lease space in the Shopping Center to another tenant that devotes more than fifteen percent (15%) of its gross leasable area to the sale of shoes or other footwear, nor shall Landlord (except as noted below) permit any tenant or occupant of the Shopping Center to use more than fifteen percent (15%) of its gross leasable area for the sale of shoes or other footwear ("Exclusive Use").

This Section shall not apply to Payless Shoes or one other store that sells unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3,500) square feet. Furthermore, this Section shall not apply to those

spaces designated as Anchors "A", "B", "C", "E" and "F" on Exhibit A to the Lease, provided that the tenants or occupants of such spaces have the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, operating agreements or other similar documents nor to their assignees or subtenant, provided that such assignment or sublet does not require Landlord's consent and further provided that such assignee or subtenant has the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases. However, this Section shall apply to those spaces designated as Anchors "A", "B", "C", "E" and "F" on Exhibit A to the Lease in the event that Landlord leases or sells such spaces for the initial operation for the Exclusive Use after the expiration or earlier termination of the existing lease for such spaces. In addition, this Section shall not apply to luxury format sporting goods stores or to a discount junior department store, including without limitation, Ross Dress for Less, SteeMart, T.J. Maxx, Marshall's, Nordstrom Rack, Kohl's and Best's or another similar store.

Finally, except if due to remodeling, which may include remodeling in connection with an assignment or sublease otherwise permitted hereunder (not to exceed one hundred eighty (180) days), casualty, condemnation, or force majeure in the event that Tenant does not open within sixty (60) days of the Commencement Date, or ceases operating for the Exclusive Use for more than ninety (90) consecutive days, then this Section shall become null and void.

All capitalized terms shall have the meaning given in the Famous Footwear lease.

Firehose Spbs: Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center, Landlord shall not lease any other space in "Building B" as shown on the site plan attached hereto as Exhibit A for the operation of a submarine sandwich shop.

Fix-N-More: Landlord agrees that if Landlord hereafter enters into another lease agreement which expressly permits a tenant to open within the Shopping Center during the Lease Term whose business is the operation of a jewelry repair business (such business hereinafter referred to as a "Connective Business"). The provisions of this paragraph shall not apply to (a) the operation of a business which is owned in whole or in part by or operated by Tenant or by any licensee, franchisee, assignee, sublessee or affiliate of Tenant, or by any entity related in any other manner to Tenant or to any licensee, franchisee, assignee, sublessee or affiliate of Tenant; (b) the operation of a business resulting from an order or other action of a bankruptcy court; (c) the operation of a retail jewelry store; (d) the operation of any tenant occupying at least 10,000 square feet of floor area in the Shopping Center; nor (e) any Connective Business which is permitted in the Shopping Center under the terms of a lease agreement entered into prior to the date of this Lease or to the renewal, relocation, or term extension of such agreement.

LNT, Inc. ("Linen 'N' Things"):

(a) Landlord agrees that subject to the provisions of subsection (b) below in this Section, Landlord shall not permit any assignee or subtenant of a Key Tenant (or Subtenant) to be primarily engaged in Tenant's Primary Use.

(b) If Tenant discontinues its use of the Premises for "Tenant's Primary Use" as set forth below for a period in excess of one hundred eighty (180) consecutive days, excluding reasonable closures for cessation of business due to casualty, condemnation, remodeling, restoration or force majeure, then Tenant's Primary Use shall be deemed discontinued and of no force and effect.

For purposes of this Lease, "Tenant's Primary Use" shall be defined as the operation of a home furnishing store, which shall be defined as a store selling an assortment of home related merchandise including linens and domestics, bathroom items and housewares. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in Tenant's Primary Use: the retailers commonly known as Bed, Bath & Beyond and Home Goods.

In addition, Landlord shall not permit any assignee or subtenant of a non-Anchor premises to display for sale or to sell, other than on an incidental basis, an assortment of home related merchandise including linens and domestics, bathroom items and housewares. For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Shopping Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales.

All capitalized terms shall have the meaning given in the Linens 'N' Things lease.

Michael's Stores, Inc.: Neither Landlord nor any entity controlled by Landlord will use, lease for use, lease or subleasing or sell any space in or portion of the Shopping Center or any property contiguous to the Shopping Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (except apparel), scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories and/or decorations or other paper crafts (e.g., making greeting cards, gift tags, tags and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to Tenant in operation or merchandising. The foregoing section shall not apply:

(i) to any leases for which the sale of a product covered by the exclusive contained above is merely incidental to such lessee's primary use, so long as such lessee does not devote more than five hundred (500) Leasable Square Feet in the aggregate to the sale of the product covered by this exclusive (but this subpart (i) shall not apply to picture framing services, it being the intention that no other occupant of the Shopping Center shall be permitted to offer picture framing services); and

(ii) to Ross Dress for Less, Linens 'N' Things, Cost Plus, Petco or any initial occupant of the Anchor Premises provided such initial occupant(s) is/are one of the following listed retailers: Home Goods, Barnes and Noble/Bonobos/Books

a Million, Sports Authority, TJ Maxx/Marshall's, Bealls, Office Depot/Office Max/Strikes, CompUSA, Best Buy/Circuit City, Fresh Market/Whole Foods, Pier 1 Imports, and Organized Living/Container Store.

Notwithstanding anything to the contrary stated above, provided Tenant has not ceased to operate an arts and crafts store in the Premises for more than one hundred eighty (180) consecutive days (excluding reasonable closures or cessations of business due to Casualty, condemnation, restoration, remodeling, alterations or Uncontrollable Events), no assignment, subletting or transfer of the premises of an Initial Anchor Tenant shall result in such assignment or sublease or transfers ceasing to be a use primarily for the sale of arts and crafts, framing services and artificial flowers and/or plants or in performing any custom framing services. In addition, should the lease or occupancy agreement with an Initial Anchor Tenant of the Shopping Center be terminated by Landlord or expire on its own terms, Landlord shall subject the replacement tenant or occupant of such premises to Tenant's exclusivity stated in the first sentence of the first paragraph.

All capitalized terms shall have the meaning given in the Michael's lease.

Petco Animal Supplies, Inc.: Landlord represents and warrants that Tenant shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet training, and veterinary services in the Shopping Center except for the incidental sales and except for the Anchor Tenant premises, as defined below and except for the sale of such items by a drive store of 17,000 square feet or more or grocery store of fifteen thousand (15,000) square feet or more. This covenant shall run with the land on which the Shopping Center is located so long as the Premises are used as a pet food and supply store. Incidental sales shall mean the sale or display of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area.

Notwithstanding the foregoing, the Anchor Tenant or Replacement Anchor Tenant premises shall not be subject to the above exclusivity. However, Landlord agrees that subject to the provisions of the next paragraph hereof, Landlord shall not permit any assignment or subletting of an Anchor Tenant, nor shall it allow any Replacement Anchor Tenant except for an Initial Replacement Anchor Tenant to be primarily engaged in Tenant's Primary Use, except for Ross and its assignee's and/or assignee's which are not subject to Tenant's exclusivity.

If Tenant discontinues its use of the Premises for "Tenant's Primary Use" as set forth below for a period in excess of one hundred eighty (180) consecutive days, excluding reasonable closures for cessations of business due to casualty, condemnation, remodeling, restoration or force majeure, then Tenant's Primary use shall be deemed discontinued and no further force and effect.

For the purposes hereof, "Tenant's Primary Use" shall be defined as the operation of a pet supply store, which shall be defined as a store selling pet food, pet supplies, live animals, pet grooming, pet training and veterinary services.

All capitalized terms shall have the meaning given in the Petco lease.

Planet Smoothie: So long as Tenant is operating for the use set forth in Section 10 hereof, Landlord shall not lease other space in the Shopping Center to a tenant or occupant of the Shopping Center whose primary use is selling smoothies (the "Exclusive Use"). For purposes hereof, "primary use" shall mean any tenant that achieves 30% or more of its Gross Sales from the sale of smoothies. The Exclusive Use shall not apply to current tenants/occupants of the Shopping Center, except that if Landlord has a right to procure any subletting, assignment or change in use for such tenants/occupants, Landlord will withhold consent for any change in use or assignment/subletting/transfer for the Exclusive Use.

Ross Florida Dress for Less, L.C. ("Ross"): No occupant or tenant of the Shopping Center, except a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged in Tenant's Primary Use. No assignee or subtenant of a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged for Tenant's Primary Use.

Tenant's Primary Use shall be defined as the operation of an Off-Price department store selling an assortment of merchandise at prices reduced from those typically charged by full-price retailers. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in the operation of an Off-Price department store: T.J. Maxx and Marshall's.

Tenant's Primary Use shall be deemed discontinued and of no force and effect if Tenant discontinues operation of its Primary Use for a period in excess of one hundred eighty (180) consecutive calendar days, excluding closures for cessation of business due to Casualty, a Taking, remodeling, reconstruction or Force Majeure.

All capitalized terms shall have the meaning given in the Ross lease.

Saucy Bella: Provided (1) Tenant shall be continuously operating its business in the Leased Premises as a quick-serve casual restaurant serving primarily Italian food, and (2) Tenant is not in default hereunder, beyond applicable grace or notice and cure periods, if any, Landlord agrees that if Landlord hereafter enters into another lease agreement which expressly permits a tenant to open within the Shopping Center during the Lease Term whose business is the operation of a quick-serve casual restaurant serving primarily Italian food with dine-in and take-out service or Tenant shall have certain remedies as provided in the Lease.

Supercuts: Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tenants of the Shopping Center as of the date hereof, Landlord agrees not to enter into any new lease with any value oriented hair service tenant (such as Hair Cuttery, Great Clips, Haircolor Xpress, Fantastic Sams or Sports Clips) for any other space in the Shopping Center, provided, however, the foregoing shall not restrict, prohibit or prevent Landlord from leasing space within the Shopping Center to a full service hair salon or day spa type tenant.

The restriction set forth at Section 7.02(fv) above shall not apply to so-called "day-spa/balon" uses defined as businesses providing hair, nails, pedicures, waxing, facials, massages, tanning treatments and other related services found in tropical day spas/balons throughout the country and such "day-spa/balon" uses are expressly permitted, provided no more than 5,000 square feet of gross leasable area within the Shopping Center, in the aggregate, but excluding any square footage leased for such uses as of the date of this Lease, are occupied and used for such day-spa/balon purposes.

ULTA: As used in the Lease, the term "Tenant's Primary Business" shall mean (i) the retail sale of cosmetics, fragrances, hair care products such as shampoos, conditioners, etc., accessories, personal care appliances, other health and beauty aid items including feminine hygiene products, men's toiletries, appliances, skin care products, body care products, deodorants, oral hygiene products, eye care products and other health and beauty products sold in a majority of Tenant's stores; (ii) the operation of a full service hair salon; (iii) the operation of a nail salon; (iv) the operation of a professional day spa; and (v) the sale or providing of similar or related goods and services (including, without limitation, haircare, costume jewelry, sunglasses and cosmetic cards) sold in a majority of Tenant's stores located in Florida. From and after the date hereof and continuing throughout the Term of this Lease, so long as a store primarily engaged in the sale of beauty products has not ceased to be operating in the Premises for a continuous period in excess of six (6) months (whether or not temporary closure of the store due to force majeure, remodeling, restoration or a permitted assignment or sublease), Landlord covenants and agrees that, except for "Incidental Sales" (as hereinafter defined), no other business within the Shopping Center (or any extension thereof) shall be engaged in the retail sale of beauty products (including, without limitation, cosmetics, fragrances, professional hair care products, skin care products, and body care products) or as a hair salon, beauty salon or nail salon. As used herein, "Incidental Sales" shall mean the sale or display of such items or services in the lesser of (i) 1,000 square feet (exclusive of aisle space) of Gross Floor Area, or (ii) 10% of the Gross Floor Area of the store in question.

Notwithstanding the foregoing, Cost Plus World Market, Rom Dress For Less, Famous Footwear, Linens N Things and Michaels (collectively, the "Exempt Tenants"), and their respective successors and assigns, shall have the right, for so long as the respective lease between Landlord and each such Exempt Tenant remains in full force and effect (including renewals thereof), to use their respective described premises for any uses permitted as of the date hereof pursuant to their respective leases with Landlord; provided, however, to the extent that Landlord may withhold its consent under the Exempt Tenant lease in question, Landlord agrees to withhold its consent to any proposed change in use, assignment or sublease by an Exempt Tenant if the same would result in such tenant or occupant being primarily engaged in Tenant's Primary Business. In addition the following shall not be deemed to violate Tenant's exclusivity: (i) a value-oriented hair salon such as SuperCuts, Hair Cutters or a similar type operation, (ii) a dress store exceeding six thousand (6,000) square feet, (iii) a grocery store exceeding fifteen thousand (15,000) square feet, or (iv) a discount department store or membership warehouse exceeding 50,000 square feet. In addition, a tenant or occupant in the Shopping Center occupying 20,000 square feet or more of leasable area (who is not an Exempt Tenant) cannot operate primarily for the retail sale of cosmetics or fragrances.

All capitalized terms shall have the meaning given in the ULTA lease.

Washington Mutual. Landlord covenants and agrees that for the Initial Term of this Lease and through any Renewal Periods, while Tenant is open and operating as a retail bank facility in the Premises (and for any period Tenant is not open due to an event of force majeure, casualty or condemnation and for a period not exceeding 180 days relative to a closure due to remodeling of the Premises) substantially similar to all other retail bank facilities operated by Tenant or its affiliates and not in default of any provisions herein beyond any applicable notice or cure periods, except as provided herein, Tenant shall be the only full-service bank branch or savings institution in the Shopping Center.

PROHIBITED AND/OR RESTRICTED USES FOR ORLANDO SQUARE

THE FOLLOWING USES SHALL BE PROHIBITED (OR RESTRICTED TO THE EXTENT SET FORTH BELOW) IN THE SHOPPING CENTER:

1. Funeral establishment;
2. Automobile sale, leasing or repair facility or used car lot, including body repair facilities (except that a storefront temporary car rental company, including, without limitation a Hertz, Avis or Enterprise facility shall be permitted in Phase II of the Shopping Center provided that no more than fifteen (15) rental cars are stored in Phase II of the Shopping Center);
3. Auction or bankruptcy sale;
4. Parade show;
5. Outdoor circus, carnival (or carnival like show), rides or amusement park, or other entertainment facility (except that a children's entertainment facility like a Chuck E. Cheese shall be permitted within Phase II of the Shopping Center);
6. Outdoor meetings or outdoor shows (except that the occupants of Anchors A-F shall be permitted to use the sidewalk areas immediately in front of their respective premises provided that pedestrian access (including handicapped access) is not impaired and at least 1/2 of the depth of such sidewalk is available for pedestrian access; such events shall not last for more than seven (7) days per sidewalk sale and such occupants shall also be permitted to display merchandise on the sidewalk immediately adjacent to the entrance to their premises provided that such area does not extend to more than 1/2 of the depth of the sidewalk; such occupants shall be responsible for removing any trash generated by such sidewalk sales and displays);
7. Betting alley;
8. Pool or billiard parlor establishment;
9. Shooting gallery;
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. Refinery;
12. Adult bookstore or adult audio/video store or facility selling or displaying adult products, pornographic books, literature or materials (an item shall be considered "adult" or "pornographic" for such purposes if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality, and a store shall be deemed to violate the foregoing if more than ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in Florida because such inventory explicitly deals with or depicts human sexuality);
13. Any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;
14. Theater;
15. Auditorium, meeting hall, ballroom, school, church or other place of public assembly;
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio or dance hall (except that a day spa use not exceeding 5,000 square feet may be permitted in Phase II of the Shopping Center);
18. Massage parlor;
19. Cocktail lounge (unless incidental to a restaurant otherwise permitted herein), bar, disco or night club;
20. Bingo or similar games of chance, but state sponsored lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
21. Video game, arcade, pinball or amusement arcade or electronic game room (except as an incidental part of another primary business otherwise permitted herein);
22. Skating or roller rink;
23. Car wash in Phase I of the Shopping Center;
24. Second hand store, section houses, or flea market;
25. Restaurant within Phase I of the Shopping Center except that a cafe or coffee bar or other limited service/self service restaurant shall be permitted in Phase I provided such use is not located in the premises identified as Anchors A-F on the Site Plan unless such use is incidental to the primary use of such premises, including,

without limitation, a coffee bar operated by a book store) and except that a full service restaurant shall be permitted in the premises designated "Rest. 1" on the Site Plan;

26. Office or non-retail use (which shall not prohibit in the Shopping Center (I) uses commonly referred to as "quasi-retail", "service retail" or "retail offices" such as a travel agency, real estate office, insurance agency, accounting service, insurance brokerages, stock brokerages, financial services, dentists, orthodontists, chiropractors, etc., so long as same are not located within the premises identified on the Site Plan as Anchors A - E (II) any office space used by a retailer incidental to its retail operations, (III) a shopping center management office not to exceed 1,500 square feet provided it is not located within the premises identified on the Site Plan as Anchor A - E);
27. Telemarketing or call centers;
28. A "head" shop store or store specializing in the sale of drug paraphernalia;
29. An ATM (automatic teller machine) or similar machine dispensing money on the exterior of the building designated as Anchors A and C on the Site Plan (provided, however, that any ATM on the exterior of those premises, including, without limitation, a free standing ATM unit or at a point of sale system of Anchors A and C, shall be permitted without restriction);
30. For veterinary services or the overnight boarding of animals in the premises designated as Anchors A, C and D on the Site Plan;
31. No "High Intensity Parking User" (defined as a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of leasable floor area) in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement shall be located within three hundred fifty (350) of the front and side perimeter walls of Anchor B;
32. Automobile and other product shows; and
33. Kiosks within Phase I of the Shopping Center.

**EXHIBIT F TO LEASE AGREEMENT BETWEEN
SAND LAKE OBT, LLC AS LANDLORD, AND
URBAN BRANDS, INC. AS TENANT**

SHOPPING CENTER RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Leased Premises including loading of goods, shall be made by way of the rear of the Leased Premises or at any other secondary location designated by Landlord, to the extent one exists, and only at such times designated for such purposes by Landlord.
2. Tenant shall not use the public or Common Areas in the Shopping Center for business purposes or special events unless prior approval in writing has been granted by Landlord.
3. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.
4. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require, but no less often than once annually.
5. Tenant shall not place or permit (a) displays, decorations or shopping carts on the sidewalk in front of the Leased Premises or anywhere on the Common Areas of the Shopping Center; (b) anything to be displayed, stacked, hung from the ceiling, racked, stored, etc., on the sidewalk outside the store unless Tenant obtains Landlord's prior written approval and acquires adequate insurance coverage and accepts all liability for the sidewalk outside the store; or (c) any bicycles, motorized or non-motorized vehicles to park on the sidewalk and only in designated places in the Common Areas.
6. Soliciting for any reason in Common Areas requires Landlord's prior written approval.
7. Distribution of sales fliers, pamphlets or any type of advertising literature in the Common Areas, on parked cars, etc., by Tenant or anyone acting on behalf of Tenant or with Tenant's knowledge is only permitted with prior written approval of Landlord.
8. Tenant agrees to participate in trash pick-up as directed by Landlord.
9. Unless directly related to business, as stated in the body of the Lease, no animals will be allowed in Common Areas.
10. Damage caused to the roof of the Shopping Center by repair/service personnel contracted by Tenant will be the responsibility of Tenant. All objects left on the roof by Tenant contracted repair/service personnel causing damage to the roof will be the sole responsibility of Tenant.
11. Tenant shall not, without prior written consent of the Landlord, affix or install any type of sunscreen, tinting, solar screen or similar product to any window or door glass of the Leased Premises.
12. Landlord reserves the right to suspend, supplement, or change these Rules and Regulations so long as they are uniformly enforced by Landlord.

GUARANTY OF LEASE AGREEMENT

THIS GUARANTY OF LEASE AGREEMENT ("Guaranty") is made and entered into this 19th day of June, 2006 by URBAN BRANDS, INC., having a business address at Attn: Corporate Real Estate Dept., 100 Metro Way, Succasunna, New Jersey 07094 ("Guarantor"), in favor of Sand Lake OBT, LLC, a Florida limited liability company ("Landlord").

WITNESSETH:

WHEREAS, MARIANNE USPR, INC. ("Tenant"), and Landlord entered into a Shopping Center Lease Agreement dated JUNE 19, 2006 ("Lease"), with respect to the premises known as Store No. D116-D114, totaling 6,680 square feet, having an address of 1700 W. Sand Lake Rd in the shopping center located in Orlando, Florida, commonly known as the Orlando Square Shopping Center (collectively the "Lease"); and

WHEREAS, in order to induce Landlord to enter into the Lease Agreement, the undersigned Guarantors have agreed to guaranty the payment of all rents and charges, and the performance of all of Tenant's obligations, under the Lease.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Guarantors hereby agree as follows:

1. The undersigned hereby guarantees to the Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Leased Premises, the due and timely payment of all rent payable under the Lease, and each and every installment thereof, as well as the full, faithful, timely and complete performance by the Tenant of each and all of the covenants, conditions and provisions in the Lease contained on the part of the Tenant therein to be kept, observed and performed, for the full term of the Lease and any extension or modification thereof, with no less force and effect than if the undersigned were named as the Tenant in the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including actual attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. This Guaranty and the liability of the undersigned shall be absolute, continuing and unlimited, and shall in no way be impaired or affected by any assignment which may be made of the Lease, or any subletting hereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by the Tenant. The obligations of the undersigned hereunder are independent of, and may exceed, the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.
2. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant including, but not limited to, any release or discharge pursuant to any reorganization, readjustment, insolvency, receivership or bankruptcy proceedings. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the Landlord.
3. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, her heirs, executors, administrators, and assigns, and shall inure to the benefit of the Landlord, its successors and assigns, and to any future owner of the fee of the Leased Premises referred to in the Lease, and to any mortgagee on the fee interest of the Landlord in the Leased Premises. Landlord may, without notice, assign the Lease or this Guaranty in whole or in part, and the undersigned agrees that no modification of the terms of the Lease shall in anyway impair or affect the undersigned's obligations hereunder.
4. If either party hereto brings any action to enforce rights under this Guaranty, whether judicial, administrative or otherwise, the prevailing party in that action shall be entitled to recover from the losing party all fees and court costs incurred, including reasonable attorneys' fees, whether such costs and fees are incurred out of court, at trial, on appeal, or in any bankruptcy proceeding. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.
5. If any term or provision of this Guaranty, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by applicable law. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Guaranty or lessen the obligations of the Guarantor(s) hereunder.

6. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THIS GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty on this 19th day of June, 2006.

GUARANTOR:

Michael A. Beate
URBAN BRANDS, INC.

Tax ID No./SSN: 51-0373678

STATE OF NEW YORK)
COUNTY OF Kings) SS

I, the undersigned, a Notary Public, do hereby certify that Michael A. Beate, personally known to me to be the Vice President of Urban Brands, Inc. a(n) Delaware corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 19th day of June, 2006.

(Notary Seal)

Lisa Mitchell
Notary Public
Commission No. 1581 MITCHELL
Expiration Date: Notary Public, State of New York
No. 24-4872504
Qualified in Kings County
Commission Expires October 1, 07

EXHIBIT "E"

EXISTING EXCLUSIVES/RESTRICTED USES

1. **Barista's.** Landlord shall not lease any other space in the Center to a tenant whose primary use is the sale of branded gourmet coffee and tea (i.e., Starbucks, Caribou, etc.), provided, however, other tenants of the Center may sell branded gourmet coffee and tea as an incidental part of their business.
2. **Camille's.** Landlord shall not lease any other space in the Center to a tenant whose primary use is (i) a bakery cafe similar to and including, without limitation, Panera, Atlanta Bread or Crispers, or (ii) the sale of wrap and/or panini style sandwiches in a quick service style restaurant, provided, however, such exclusion as to wrap style sandwiches shall not apply to burritos or any other traditional Mexican fare and such restriction shall not preclude Landlord from permitting other tenants of the Center to sell wrap sandwiches or panini style sandwiches as an ancillary part of their menus.
3. **Chipotle Mexican Grill.** Landlord shall not lease any other space in the Center to a tenant whose Primary Use is the sale of burritos, Mexican wraps, fajitas or tacos. "Primary Use" for purposes herein shall mean greater than 10% of the Gross Sales (as defined in the Chipotle Mexican Grill lease) of a tenant are generated from such use.
4. **Cingular.** Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Center, including any expansion of the Center, whose primary use is the retail sale and service of wireless telecommunications equipment and services.
5. **Cold Stone Creamery.** Landlord shall not lease space in the Center to the following competitors of Cold Stone Creamery: Maggie Moo's, Dairy Queen, Nestle Tollhouse, Ben & Jerry's, Hagen-Dazs, Carvel, Baskin Robbins, Brewsters, Marble Slab Creamery, or any other similar competitor.
6. **Cost Plus, Inc.** Landlord shall not permit any assignee or subtenant of an Anchor Tenant or Replacement Anchor Tenant to be primarily engaged in Cost Plus Inc.'s Primary Use. "Cost Plus Inc.'s Primary Use" shall be defined as the operation of a store primarily engaged in the sale of wicker and rattan furniture, prepackaged gourmet foods (excluding a grocery store) and beer/wine for off-premises consumption (excluding a grocery, drug or convenience store). In addition, Landlord shall not permit any assignee or subtenant of a non-anchor premises to display for sale or to sell, other than on an incidental basis, the sale of wicker and rattan furniture, prepackaged gourmet foods (excluding a grocery store) and beer/wine for off-premises consumption (excluding a grocery, drug or convenience store). For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales. An "Anchor Tenant" is Linens 'N Things, Ross Dress for Less, Michael's and Petco, and a "Replacement Anchor Tenant" is any national retail tenant operating seventy-five (75) or more stores in the United States or a regional tenant operating thirty (30) or more stores in the United States and initially occupying one or more of the spaces designated on the Site Plan attached to the Cost Plus, Inc. Lease as Anchor A, B, E or F.
7. **EB Games.** Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Center, including any expansion of the Center, for the sale of video game hardware, software and accessories; electronic board games, hand-held entertainment hardware and software, computer related hardware and software, and/or the sale, resale, trading-in and renting of video games and personal computer games (the foregoing and any other such similar and related items and technological

evolutions thereof are hereinafter referred to as the "Exclusive Items"). Notwithstanding anything contained herein to the contrary, the foregoing shall not be construed to prohibit (a) any existing tenant within the Center as of the date of the EB Games lease from selling the Exclusive Items, or (b) any tenant from selling the Exclusive Items if: (i) no more than twenty percent (20%) of the selling floor area of such tenant's space is devoted to the sale of the Exclusive Items, and (ii) the aggregate sales by such tenant of the Exclusive Items does not exceed twenty percent (20%) of the gross sales generated from such tenant space. Notwithstanding the above, the restriction shall not apply to any tenant greater than 4,000 square feet.

8. **Famous Footwear.** Landlord shall not lease space in the Center to another tenant that devotes more than fifteen percent (15%) of its gross leasable area to the sale of shoes or other footwear, nor shall Landlord (except as noted below) permit any tenant or occupant of the Center to use more than fifteen percent (15%) of its gross leasable area for the sale of shoes or other footwear ("Exclusive Use"). This section shall not apply to Payless Shoes, or one other store that sells unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3,500) square feet. Furthermore, this section shall not apply to those spaces designated as Anchors "A", "B", "C", "E", and "F" on Exhibit A to the Famous Footwear lease, provided that the tenants or occupants of such spaces have the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, operating agreements or other similar documents nor to their assignee or subtenant, provided that such assignment or sublet does not require Landlord's consent and further provided that such assignee or subtenant has the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, however, this section shall apply to those spaces designated as Anchors "A", "B", "C", "E" and "F" on Exhibit A to the Famous Footwear lease in the event that Landlord leases or sells such space for the initial operation for the Exclusive Use after the expiration or earlier termination of the existing leases for such spaces. In addition, this section shall not apply to large format sporting goods stores or to a discount junior department store, including, without limitation, Ross Dress for Less, SteinMart, TJ Maxx, Marshall's, Nordstrom Rack, Kohl's and Bealls or another similar store.

9. **Firehouse Subs.** Landlord shall not lease any other space in "Building B" as shown on the site plan attached to the Firehouse Subs' lease as Exhibit A for the operation of a submarine sandwich shop.

10. **LNT, Inc. ("License 'N' Things").** Landlord shall not permit any assignee or subtenant of a Key Tenant (or Substitute) to be primarily engaged in Tenant's Primary Use. "Tenant's Primary Use" shall be defined as the operation of a home furnishing store, which shall be defined as a store selling an assortment of home related merchandise including linens and domestics, bathroom items and housewares. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in Tenant's Primary Use: the retailers commonly known as Bed, Bath & Beyond and Home Goods. In addition, Landlord shall not permit any assignee or subtenant of a non-Anchor premise to display for sale or to sell, other than on an incidental basis, an assortment of home related merchandise including linens and domestics, bathroom items and housewares. For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales. "Key Tenants" are (i) Ross and (ii) one of Michaels, Cost Plus, or Petco. The following tenants may be substituted for the Key Tenants listed in (i) and (ii) above provided that they occupy at least eighty percent (80%) of the premises to have been occupied by the Key Tenant (and are sometimes hereafter referred to individually as a "Substitute" or collectively as "Substitutes"): A.C. Moore, Barnes and Noble, Borders, Books-A-Million, Sports Authority, Dick's Sporting Goods, REI Sports, TJ Maxx, Marshall's, Nordstrom Rack, SteinMart, Office Depot, Office Max, Staples, CompUSA, Best Buy, Circuit City, Pier 1 Imports, Organized Living, Container Store, Babies R Us, Toys R Us, and

Old Navy. In addition to the foregoing, for the Anchor F premises only, Fresh Market, Whole Foods, and Tweeter will qualify as Substitutes in addition to the foregoing list of Substitutes. To the extent that any Substitute or Substitutes replace a Key Tenant, the Substitute or Substitutes shall be deemed a Key Tenant for all purposes hereof.

11. Michael's Stores, Inc. Neither Landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Center or any property contiguous to the Center owned or controlled now or at any time hereafter by Landlord or any affiliates of Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (except apparel), scrap booking/memory book store, or a store selling scrap bookings/memory book supplies, accessories and/or decorations or other paper crafting (e.g. - making greeting cards, gift bags, tags and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to Michael's Stores, Inc. in operation or merchandising. The foregoing section shall not apply:

(i) to any lessee for which the sale of a product covered by the exclusive contained above is merely incidental to such lessee's primary use, so long as such lessee does not devote more than five hundred (500) leasable square feet in the aggregate to the sale of the products covered by this exclusive (but this subpart (i) shall not apply to picture framing services, it being the intention that no other occupant of the Center shall be permitted to offer picture framing services); and

(ii) to Ross Dress for Less, Linens 'N Things, Cost Plus, Petco or any initial occupant of the Anchor Premises; provided such initial occupant(s) is/are one of the following listed retailers: Home Goods, Barnes and Noble, Borders, Books-A-Million, Sports Authority, TJ Maxx, Marshalls, Bealls, Office Depot, Office Max, Staples, CompUSA, Best Buy, Circuit City, Fresh Market, Whole Foods, Pier 1 Imports, Organized Living, and Container Store.

Notwithstanding anything to the contrary stated above, no assignment, subletting or transfer of the premises of an Initial Anchor Tenant shall result in such assignee or sublessee or transferee engaging in a use primarily for the sale of arts and crafts, framing services and artificial flowers and/or plants or in performing any custom framing services. In addition, should the lease or occupancy agreement with an Initial Anchor Tenant of the Center be terminated by Landlord or expire on its own terms, Landlord shall subject the replacement tenant or occupant of such premises to Michael's Stores, Inc. exclusive stated in the first sentence of the first paragraph. "Initial Anchor Tenant" means Ross Dress for Less, Linens 'N Things, Cost Plus, Petco or any initial occupant of an Anchor Premises; provided such is listed as an acceptable replacement tenant in paragraph 8 of the Basic Lease Provisions in the Michael's Stores, Inc. lease.

12. Panda Express, Inc. Landlord shall not allow any real property within the Restricted Area to be used as a restaurant that derives more than ten percent (10%) of its sales from food generally recognized as Asian/Chinese food. The term Asian/Chinese Food is generally recognized as Asian Food which is soy sauce based. This restriction shall also include the sale of Asian/Chinese food sold in a buffet format. The "Restrictive Area" shall be defined as real property Landlord leases or owns on or after the effective date of the Panda Express, Inc.'s lease within the Center. Notwithstanding anything contained herein to the contrary, Indian food and Sushi shall be excluded from Panda Express, Inc.'s exclusive use so long as such uses are not located in Panda Express, Inc.'s retail building, provided such Indian and Sushi restaurants shall not sell "Chinese Food", which for purposes of this exclusion shall be defined as food

that is generally recognized as Chinese food, food cooked in a wok, soy sauce based food and/or food in a buffet format.

Other tenants greater than 10,000 square feet and tenants existing as of the time of Panda Express, Inc.'s lease execution shall be excluded from this provision. The existing two outparcels in the Center shall also be excluded from this restriction as long as the outparcel(s) is occupied by a single tenant user and is a restaurant that serves food using full time waiter and waitress service where orders are taken and delivered at the table and has a full bar. The restriction shall apply if the existing buildings or the outparcels are subdivided into multi-tenant buildings or demolished and replaced with a multi-tenant building.

13. Petco Animal Supplies, Inc. Petco Animal Supplies, Inc. shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet training, and veterinary services in the Center except for the incidental sales and except for the Anchor Tenant premises, as defined below and except for the sale of such items by a drug store of 12,000 square feet or more or grocery store of fifteen thousand (15,000) square feet or more. Incidental sales shall mean the sale or display of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area. Notwithstanding the foregoing, the Anchor Tenant or Replacement Anchor Tenant premises (as defined in Exhibit H of the Petco Animal Supplies, Inc. lease) shall not be subject to the above exclusive. However, Landlord agrees that subject to the provisions of the next paragraph hereof, Landlord shall not permit any assignee or subtenant of an Anchor Tenant, nor shall it allow any Replacement Anchor Tenant except for an initial Replacement Anchor Tenant to be primarily engaged in Tenant's Primary Use, except for Ross and its sublessee's and/or assignee's which are not subject to Petco Animal Supplies, Inc.'s exclusive. For the purposes hereof, "Tenant's Primary Use" shall be defined as the operation of a pet supply store, which shall be defined as a store selling pet food, pet supplies, live animals, pet grooming, pet training and veterinary services. Landlord agrees not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, unless prevented by the terms of any lease then currently in force and effect, for any competing tenant, subtenant, assignee or user. For purposes hereof, an "Anchor Tenant" is Ross Dress for Less, Linens 'N Things, Cost Plus World Market, Michael's and a "Replacement Anchor Tenant" is any national tenant operating 75 or more stores in the United States or a regional tenant operating 50 or more stores in the United States and initially occupying one or more of the spaces designated on the Site Plan to the Petco Animal Supplies, Inc. lease as Anchor A, B, C, or E.

14. Planet Smoothie. Landlord shall not lease other space in the Center to a tenant or occupant of the Center whose primary use is serving smoothies (the "Exclusive Use"). For purposes hereof, "primary use" shall mean any tenant that achieves 30% or more of its gross sales from the sale of smoothies. The Exclusive Use shall not apply to current tenant/occupants of the Center, except that if Landlord has a right to approve any subletting, assignment or change in use for such tenants/occupants, Landlord will withhold consent for any change in use or assignment/subletting/transfer for the Exclusive Use.

15. Ross Florida Dress for Less, L.C. ("Ross"). No occupant or tenant of the Center, except a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged in Ross' Primary Use. No assignee or subtenant of a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged for Ross' Primary Use. Ross' Primary Use shall be defined as the operation of an Off-Price department store selling an assortment of merchandise at prices reduced from those typically charged by full-price retailers. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in the operation of an Off-Price department store: T.J. Maxx and Marshall's. For purposes of this section, "Co-Tenant" means Michael's, Cost Plus, Linens 'N Things and an "Anchor Tenant" is a national retailer with at least seventy-five (75)

stores or a regional retailer with at least fifty (50) stores occupying no less than the required leasable floor area of the Required Co-Tenant being replaced.

16. **Supercuts.** Landlord agrees not to enter into any new lease with any value oriented hair service tenant (such as Hair Cuttery, Great Clips, HaircolorXpress, Fantastic Sams or Sports Clips) for any other space in the Center, provided, however, the foregoing shall not restrict, prohibit or prevent Landlord from leasing space within the Center to a full service hair salon or day spa type tenant.

17. **ULTA.** "Tenant's Primary Business" shall mean (i) the retail sale of cosmetics, fragrances, hair care products such as shampoos, conditioners, gels, accessories; personal care appliances; other health and beauty aid items including feminine hygiene products; men's toiletries; analgesics; skin care products; body care products, deodorants; oral hygiene products; eye care products; and other health and beauty products sold in a majority of ULTA's stores; (ii) the operation of a full service hair salon; (iii) the operation of a nail salon; (iv) the operation of a professional day spa; and (v) the sale or providing of similar or related goods and services (including, without limitation, hosiery, costume jewelry, sunglasses and greeting cards) sold in a majority of ULTA's stores located in Florida. From and after the date of the ULTA lease and continuing throughout the term of the ULTA lease, except for "Incidental Sales" (as hereinafter defined), no other premises within the Center (or any expansion thereof) shall be engaged in the retail sale of beauty products (including, without limitation, cosmetics, fragrances, professional hair care products, skin care products, and body care products) or as a hair salon, beauty salon or nail salon. "Incidental Sales" shall mean the sale or display of such items or services in the lesser of (i) 1,000 square feet (inclusive of aisle space) of gross floor area, or (ii) 10% of the gross floor area of the store in question.

Notwithstanding the foregoing, Cost Plus World Market, Ross Dress For Less, Petco, Famous Footwear, Linens 'N Things and Michael's (collectively, the "Exempt Tenants"), and their respective successors and assigns, shall have the right, for so long as the respective lease between Landlord and each such Exempt Tenant remains in full force and effect (including renewals thereof), to use their respective demised premises for any uses permitted as of the date of the ULTA lease pursuant to their respective leases with Landlord; provided, however, to the extent that Landlord may withhold its consent under the Exempt Tenant lease in question, Landlord agrees to withhold its consent to any proposed change in use, assignment or sublease by an Exempt Tenant if the same would result in such tenant or occupant being primarily engaged in Tenant's Primary Business. In addition, the following shall not be deemed to violate Tenant's exclusive: (i) a value-oriented hair salon such as SuperCuts, Hair Cuttery or a similar type operation, (ii) a drug store exceeding six thousand (6,000) square feet, or (iii) a grocery store exceeding fifteen thousand (15,000) square feet, or (iv) a discount department store or membership warehouse exceeding 50,000 square feet. In addition, a tenant or occupant in the Center occupying 20,000 square feet or more of leasable area (who is not an Exempt Tenant) cannot operate primarily for the retail sale of cosmetics or fragrances.

THE FOLLOWING USES SHALL BE PROHIBITED (OR RESTRICTED TO THE EXTENT SET FORTH BELOW) IN THE CENTER:

1. Funeral establishment;
2. Automobile sale, leasing or repair facility or used car lot, including body repair facilities (except that a storefront temporary car rental company, including, without limitation a Hertz, Avis or Enterprise facility shall be permitted in Phase II of the Shopping Center provided that no more than fifteen (15) rental cars are stored in Phase II of the Center);

3. Auction or bankruptcy sale;
4. Pawn shop;
5. Outdoor circus, carnival (or carnival like show), rides or amusement park, or other entertainment facility (except that a children's entertainment facility like a Chucky Cheese shall be permitted within Phase II of the Shopping Center);
6. Outdoor meetings or outdoor shows (except that the occupants of Anchors A-F shall be permitted to use the sidewalk areas immediately in front of their respective premises provided that pedestrian access (including handicapped access) is not impaired and at least 1/2 of the depth of such sidewalks is available for pedestrian access; such events shall not last for more than seven (7) days per sidewalk sale and such occupants shall also be permitted to display merchandise on the sidewalk immediately adjacent to the entrance to their premises provided that such area does not extend to more than 1/2 of the depth of the sidewalk; such occupants shall be responsible for removing any trash generated by such sidewalk sales and displays);
7. Bowling alley;
8. Pool or billiard parlor establishment;
9. Shooting gallery;
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. Refinery;
12. Adult bookstore or adult audio/video store or facility selling or displaying adult products, pornographic books, literature or materials (an item shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality, and a store shall be deemed to violate the foregoing if more than ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in Florida because such inventory explicitly deals with or depicts human sexuality);
13. Any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;
14. Theater;
15. Auditorium, meeting hall, ballroom, school, church or other place of public assembly;
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio or dance hall (except that a day spa use not exceeding 5,000 square feet may be permitted in Phase II of the Center);
18. Massage parlor;
19. Cocktail lounge (unless incidental to a restaurant otherwise permitted herein), bar, disco or night club;

20. Bingo or similar games of chance, but state sponsored lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
21. Video game, arcade, pinball or amusement arcade or electronic game room (except as an incidental part of another primary business otherwise permitted herein);
22. Skating or roller rink;
23. Car wash in Phase I of the Center;
24. Second hand store, auction house, or flea market;
25. Restaurant within Phase I of the Center except that a cafe or coffee bar or other limited service/self service restaurant shall be permitted in Phase I (provided such use is not located in the premises identified as Anchors A-F on the Site Plan unless such use is incidental to the primary use of such premises, including, without limitation, a coffee bar operated by a book store) and except that a full service restaurant shall be permitted in the premises designated "Rest. 1" on the Site Plan;
26. Office or non-retail use (which shall not prohibit in the Center: (i) uses commonly referred to as "quasi-retail", "service retail" or "retail offices" such as a travel agency, real estate office, insurance agency, accounting service, insurance brokerage, stock brokerage, financial services, dentists, orthodontists, chiropractors, etc., so long as same are not located within the premises identified on the Site Plan as Anchors A - F, (ii) any office space used by a retailer incidental to its retail operations, or (iii) a shopping center management office not to exceed 1,500 square feet provided it is not located within the premises identified on the Site Plan as Anchors A - F);
27. Telemarketing or call center;
28. A "head" shop store or store specializing in the sale of drug paraphernalia;
29. An ATM (automatic teller machine) or similar machine dispensing money on the exterior of the buildings designated as Anchors A and C on the Site Plan (provided, however, that any ATM on the interior of those premises, including, without limitation, a free standing ATM unit or at a point of sale system of Anchors A and C, shall be permitted without restriction);
30. For veterinary services or the overnight boarding of animals in the premises designated as Anchors A, C and D on the Site Plan;
31. No "High Intensity Parking User" (defined as a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of leasable floor area) in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement shall be located within three hundred fifty (350) of the front and side perimeter walls of Anchor B;
32. Automobile and other products shows; and
33. Kiosks within Phase I of the Center.

LARGE APPAREL OF FLORIDA, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

1. He is duly elected, qualified and acting Assistant Secretary and the keeper of the corporate seal and the minutes and records of Large Apparel of Florida, Inc., a Florida corporation (the "Corporation");
2. Anita D. Britt is a Senior Vice President/Chief Financial Officer of the Corporation and as such, is authorized to execute leases, lease guarantees and any and all further instruments which are necessary in connection therewith; and
3. Such actions are not in contravention of or in conflict with the by-laws or the Certificate of Incorporation of the Corporation.

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this 15th day of January, 2009.



Michael A. Abate
Assistant Secretary

URBAN BRANDS, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

1. He is duly elected, qualified and acting Assistant Secretary and the keeper of the corporate seal and the minutes and records of Urban Brands, Inc., a Delaware corporation (the "Corporation");
2. Amita D. Britt is a Senior Vice President/Chief Financial Officer of the Corporation and as such, is authorized to execute leases, lease guarantees and any and all further instruments which are necessary in connection therewith; and
3. Such actions are not in contravention of or in conflict with the by-laws or the Certificate of Incorporation of the Corporation.

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this 15th day of January, 2009.



Michael A. Abate
Assistant Secretary

MARIANNE USPR, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

1. He is duly elected, qualified and acting Assistant Secretary and the keeper of the corporate seal and the minutes and records of Marianne USPR, Inc., a Delaware corporation (the "Corporation");
2. Anita D. Britt is a Senior Vice President/Chief Financial Officer of the Corporation and as such, is authorized to execute leases, lease guarantees and any and all further instruments which are necessary in connection therewith; and
3. Such actions are not in contravention of or in conflict with the by-laws or the Certificate of Incorporation of the Corporation.

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this 15th day of January, 2009.



Michael A. Abate
Assistant Secretary

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Case No. : 10-13005 (KJC)

URBAN BRANDS, INC.,

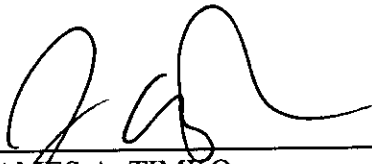
Debtor.

**CERTIFICATE OF SERVICE FOR
MSKP ORLANDO SQUARE, LLC'S PROOF OF CLAIM**

THIS IS TO CERTIFY that on January 14, 2011, (i) the original MSKP Orlando Square, LLC Proof of Claim was served on MBC Group, Inc. ("Claims Agent") via Federal Express Overnight delivery; and (ii) a copy of same was served on Debtor's Counsel, Richards, Layton & Finger, P.A., by depositing a copy of same in the United States Mail, postage pre-paid thereon, to be delivered to the addresses set forth below:

Mark D. Collins
Michael J. Merchant
Paul N. Heath
Chun I. Jang
L. Katherine Good
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
302-651-7700
302-651-7701 (fax)

BMC Group, Inc.
Attention: Urban Brands Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317
(888) 909-0100



JAMES A. TIMKO
California Bar No. 220140
jtimko@shutts.com
SHUTTS & BOWEN LLP
300 S. Orange Avenue, Suite 1000
Orlando, FL 32801
407-423-3200
407-425-8316 (fax)
Attorney for MSKP Orlando Square, LLC

**SHUTTS
&
BOWEN
LLP**

*100 Years
of Service*

JAMES A. TIMKO
(407) 835-6808 Direct Telephone
(407) 849-7212 Direct Facsimile
Licensed in California; not yet licensed in Florida

E-MAIL ADDRESS:
jtimko@shutts.com

January 14, 2011

VIA FEDEX

BMC Group, Inc.
Attention: Urban Brands Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

*Re: MSKP Orlando Square, LLC/Urban Brands, Inc.
District of Delaware Case No.: 10-13005 (KJC)
Our File No.: 27051-0092*

Dear Sir/Madam:

Enclosed please find our original Proof of Claim for filing in the above referenced bankruptcy case. Also included herein is a copy of same with a FedEx prepaid return envelope. Please provide a file stamped copy of our Proof of Claim in the return envelope. Thank you and please do not hesitate to contact me should you have any questions.

Sincerely,

SHUTTS & BOWEN LLP



James A. Timko

JAT/kcg
Enclosure