

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

Unpaid Rent and Additional Rent	\$	5,940.84
Rejection Damages	\$	<u>71,290.08</u>
(\$5,940.84 x 12)		
Total	\$	77,230.92

cc: KAM
8/8/06

**LEASE
KEYSTONE PLAZA SHOPPING CENTER**

THIS LEASE ("Lease"), dated as of the 3RD day of AUGUST, 2006, by and between **KEYSTONE PLAZA ASSOCIATES**, an Indiana Limited Partnership, (the "Landlord"), and **LARGE APPAREL OF INDIANA, INC.**, an Indiana corporation (the "Tenant"), provides:

For and in consideration of the mutual covenants and conditions set forth herein, the Landlord and the Tenant agree as follows:

1. **Leased Premises.** (a) The Landlord leases to the Tenant and the Tenant rents from the Landlord those certain premises having a postal address of 2252 E 53rd Street, Indianapolis, Indiana comprising an area of approximately 4,500 square feet, all such measurements being computed by measuring from the outside surfaces of outer building walls and the center lines of interior walls, (the "Leased Premises"). The Leased Premises are a part of Keystone Plaza Shopping Center (the "Shopping Center"). The boundaries and location of the Leased Premises are shown outlined on the site plan of the Shopping Center, a copy of which site plan is attached as Exhibit "A". The Tenant hereby accepts the Leased Premises after Tenant's inspection "AS IS, WHERE IS" in accordance with Exhibit "B" attached hereto. Any improvements other than as set forth in Exhibit "B", shall be made at the expense of the Tenant and shall be subject to the Landlord's prior written approval of the Tenant's plans and specifications for such improvements. Landlord shall deliver the Leased Premises to Tenant on or about August 1, 2006 subject to force majeure, but if the Leased Premises are not delivered to Tenant by such date, Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant.

(b) In addition to the Leased Premises, the Tenant shall have a license to use in common with others such automobile parking areas, driveways, footways and other facilities as may be designated from time to time by the Landlord to serve customers and tenants of the Shopping Center, subject however to the terms and conditions hereof and to rules and regulations for the use thereof prescribed by the Landlord.

(c) This Lease does not grant any easement for light and air over the Leased Premises or any adjacent property.

2. **Term.** (a) The Term of this Lease shall commence on the date Landlord delivers the Leased Premises to Tenant. The Tenant's obligation to pay rental hereunder shall commence on (i) the date sixty (60) days after the date Landlord delivers possession of the Leased Premises to Tenant, or (ii) the date on which the Tenant opens for business in the Leased Premises, whichever date first occurs (the "Rent Commencement Date"). The Term of this Lease shall terminate on the last day of the tenth (10th) consecutive full Lease Year. The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The

first Lease Year shall begin on the Rent Commencement Date if such date is the first day of a calendar month. If the Rent Commencement Date is not the first day of a calendar month, the first Lease Year shall begin on the first day of the calendar month next following the Rent Commencement Date. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

(b) Provided that no default or breach hereunder by Tenant exists and is uncured on the last day of the tenth (10th) Lease Year, Tenant shall have the right and option to extend the Lease Term for one (1) additional term of five (5) Lease Years. Such renewal shall be upon all of the same terms and conditions contained in this Lease for the Lease Term (except for this Section 2(b) granting the extension option), and subject to the adjustment of fixed minimum rental as provided in Section 3 hereof. Such option to extend shall be exercised, if at all, by Tenant giving written notice to Landlord of such extension at least nine (9) months prior to the end of the tenth (10th) Lease Year. From and after such exercise, the Term of this Lease shall mean the initial Lease Term as extended pursuant to this option.

(c) Provided that Tenant has exercised the option set forth in Section 2 (b) and that no default or breach hereunder by Tenant exists and is uncured on the last day of the fifteenth (15th) Lease Year, Tenant shall have the right and option to extend the Lease Term for one (1) additional term of five (5) Lease Years. Such renewal shall be upon all of the same terms and conditions contained in this Lease for the Lease Term (except for this Section 2 (c) granting the extension option), and subject to the adjustment of fixed minimum rental as provided in Section 3 hereof. Such option to extend shall be exercised, if at all, by Tenant giving written notice to Landlord of such extension at least nine (9) months prior to the end of the fifteenth (15th) Lease Year. From and after such exercise, the Term of this Lease shall mean the Lease Term as extended pursuant to this option.

3. **Rental.** (a) The Tenant shall pay, without offset, all rental and other charges to be paid by the Tenant hereunder to the Landlord at c/o The Linder Company, 2325 Pointe Parkway, Suite 250, Carmel, Indiana 46032, or to such other individual, firm or corporation and at such other place as may be designated by the Landlord.

(b) The Tenant shall pay a fixed minimum rental of \$5,156.25 per month for each month of the first 5 Lease Years. Tenant shall pay a fixed minimum rental of \$5,718.75 per month for each month of Lease Years 6-10. If Tenant exercises its first option to extend the Lease Term, Tenant shall pay a fixed minimum rental of \$6,281.25 per month for each month of Lease Years 11-15. If Tenant exercises its second option to extend the Lease Term, Tenant shall pay a fixed minimum rental of \$ \$6,900.00 per month for each month of Lease Years 16-20. The fixed minimum rental shall be payable in advance on the first day of each calendar month following the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first payment of the fixed minimum rental shall include a proportionate amount of the fixed minimum rental for the period of time from the Rent Commencement Date to the date on which such first monthly payment is due.

(c) In addition to the fixed minimum rental, the Tenant also shall pay to the Landlord percentage rental (the "Percentage Rental") for each Lease Year in an amount equal to Five percent (5%) of the "gross revenues", as hereinafter defined, in excess of \$1,237,500 (the "Breakpoint") in each of Lease Years 1-5; \$1,372,500 for each of Lease Years 6-10; \$1,507,500 for each of Lease Years 11-15; and \$1,656,000 for each of Lease Years 16-20. Within thirty (30) days after the end of each Lease Year, the Tenant shall deliver to the Landlord a statement certified under oath by the Tenant or an officer of the Tenant showing gross revenues for such Lease Year, and the actual Percentage Rental (if any) payable for such Lease Year shall be computed. The Percentage Rental shall be determined and paid for each Lease Year without regard to the amount of Percentage Rental paid in any other Lease Year. If the Tenant fails to comply with the gross revenue reporting requirements within thirty (30) days of notice from Landlord of its failure to timely do so, the Landlord shall have the right to employ an independent certified public accountant to make such examination as is necessary to certify the amount of the Tenant's gross revenues for such period, at the Tenant's expense. Additionally, Landlord may audit Tenant's records with respect to gross revenues at any time within two (2) years after the report with respect to such Lease Year is delivered; provided, however, that such audit shall be made during regular business hours upon reasonable advance notice, and further provided that such audit shall not be made more than once every year. If Landlord's audit reveals a discrepancy in excess of three percent (3%) of reported gross revenues, then, in addition to the payment or refund of any Percentage Rental due, Tenant shall reimburse Landlord for the cost of such audit.

As used herein, "gross revenues" shall mean the sale prices of all goods, wares and merchandise sold, and the charges for all services performed, by the Tenant or any other person or entity in, at, or from the Leased Premises, for cash, credit or otherwise, including but not limited to, sales and services (w) where the orders originate in, at or from the Leased Premises, regardless whence delivery or performance is made; (x) pursuant to mail, telephone, e-mail, the Internet or otherwise received or filled at the Leased Premises; (y) resulting from transactions originating in, at or from the Leased Premises; and (z) resulting from deposits not refunded to customers. Excluded from gross revenues shall be: (A) refunds to customers on transactions otherwise included in gross revenues; (B) sales of fixtures, machinery and equipment after use in the Tenant's business in the Leased Premises; (C) sales and excise taxes imposed by governmental authority and collected from customers and paid out by the Tenant; (D) exchange of merchandise between stores of Tenant made solely for the convenient operation of Tenant's business; and (E) any insurance proceeds received in any manner relating to the Leased Premises. No other taxes or amounts shall be deducted from gross revenues except sales to employees at a discount, fees on credit card sales, bad debts, return check fees, and layaway fees.

(d) All amounts and charges in addition to the fixed minimum rental and Percentage Rental required to be paid by the Tenant in accordance with the terms hereof shall be deemed to be additional rental (the additional rental), and all rent and additional rent shall be paid without offset or deduction. Such amounts or charges if not paid at the time provided in this Lease, shall be collectible as additional rental with the next payment of the fixed minimum rental due and payable hereunder; provided, however, that nothing herein contained shall be deemed to

suspend or delay the time for any payment to be made by the Tenant hereunder or to limit any other remedy of the Landlord. Rent is an independent covenant. Time is of the essence.

4. **Reports.** Intentionally Omitted

5. **Taxes.** The Landlord shall pay all real property taxes and assessments which may be levied or assessed by any lawful authority against the land and improvements included within the boundaries of the Shopping Center. The Tenant shall reimburse the Landlord for its proportionate share of all such taxes and assessments determined by multiplying the amount of such taxes and assessments by a fraction, the numerator of which fraction shall be the gross leasable area in square feet of the Leased Premises, and the denominator of which fraction shall be the gross leasable area in square feet of the Shopping Center, exclusive of common areas, in accordance with Section 37 (c) of this Lease. Landlord estimates that real estate taxes for the first Lease Year will be approximately \$318.75 per month.

6. **Use of Premises.** The Tenant shall use the Leased Premises solely for the operation of a large sized women's apparel and accessory store. The Tenant shall not use or permit or suffer the Leased Premises to be used for any other purpose or business without the prior written consent of the Landlord. The Tenant shall keep the Leased Premises open for business at a minimum during the following days and hours: Monday-Friday: 10:00 a.m. - 6:00 p.m. and Saturday: 10:00 a.m. - 6:00 p.m. The Tenant agrees that in no event will it violate any of the exclusives granted to other tenants in the Shopping Center as set forth in Exhibit "C". The Tenant shall indemnify, defend and hold the Landlord harmless from and against any and all loss, costs or damages suffered by the Landlord as a result of Tenant's breach of this covenant. The Tenant shall install an illuminated sign on the exterior of the Leased Premises, such sign and its size, design, format and location, to be subject to Landlord's approval.

7. **Common Areas.** All automobile parking areas, driveways, entrances and exits thereto and other facilities furnished by the Landlord in or near the Shopping Center, including employee parking areas, truck serviceways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas and other areas and improvements provided by the Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of the Landlord. The Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such common areas and facilities. In addition, the Landlord shall have the right to construct, maintain and operate lighting facilities in or on all such common areas and facilities; to police such areas and facilities; from time to time to change the area, location and arrangement of parking areas and other facilities; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to discourage non-customer parking; to temporarily close all or any portion of such areas and facilities to such extent as, in the opinion of counsel for the Landlord, may be required to prevent a dedication thereof to public use or the accrual of any rights therein to any person or the public; to close temporarily all or any portion of such areas or facilities; and to do and perform such other acts in and to such areas and facilities as the Landlord, in its sole discretion, shall deem advisable. The Landlord shall operate and maintain such common areas and facilities in such manner as the

Landlord, in its sole discretion, shall deem advisable. The Tenant shall have a license to use all such common areas and facilities of the Shopping Center subject to changes from time to time at the election of the Landlord, both in the size and character of such areas and facilities. In the event of any diminution of such areas or facilities, the Landlord shall not be subject to any liability nor shall the Tenant be entitled to any compensation or diminution or abatement in the payment of rental, and any such diminution of such areas or facilities shall not be deemed to be either a constructive or an actual eviction.

8. **Maintenance of Common Areas and Maintenance Fee.** The Landlord shall insure and maintain, or cause to be maintained, all common areas and facilities in the Shopping Center and shall take reasonable steps to keep such areas free from snow and debris. Tenant will pay to Landlord, as additional rent, its proportionate share of the Landlord's actual Common Area Maintenance Costs for each calendar year (or partial calendar year) during the Term of this Lease, increased by a factor of fifteen percent (15%). Tenant's proportionate share shall be equal to the product obtained by multiplying the amount of such Common Area Maintenance Costs by a fraction, the numerator of such fraction shall be the gross leasable area in square feet of the Leased Premises and the denominator of such fraction shall be the gross leasable area in square feet of the Shopping Center, exclusive of common areas. Tenant's share of Landlord's Common Area Maintenance Costs shall be paid in monthly installments in amounts estimated from time to time by Landlord, one such installment being due on the first day of each month of each calendar year. After the end of each calendar year, the total of Landlord's Common Area Maintenance Costs for the period shall be determined by Landlord, and Tenant's share paid for such period shall immediately, upon such determination, be adjusted by Landlord's credit of any excess or Tenant's payment of any deficiency. Landlord's records of Landlord's Common Area Maintenance Costs for the period shall be available for inspection by Tenant at Landlord's notice address for one year after Landlord notifies Tenant of Tenant's share of Landlord's Common Area Maintenance Costs for such period. The estimated amount of Tenant's proportionate share of the Common Area Maintenance Costs during the first Lease Year shall be \$400.00 per month. The estimated amount of Tenant's proportionate share of the Common Area Maintenance Costs specified above shall be adjusted annually as of the first day of each calendar year to an amount determined by Landlord based upon actual expenses for the previous year. Notwithstanding the foregoing, after the first full calendar year of the Term, Tenant's proportionate share of the Common Area Maintenance Costs, excluding snow and ice removal, utilities and security ("Excluded Costs"), shall not increase in any calendar year by more than five percent (5%) of Tenant's proportionate share of the Common Area Maintenance Costs for the prior calendar year, excluding the Excluded Costs. Tenant shall at all times pay its full share of the Excluded Costs.

9. **Tenant's Fixtures and Alterations.** (a) All fixtures and equipment installed by the Tenant in the Leased Premises shall be new or completely reconditioned. The Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures or equipment, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, window coverings or awnings or make any changes to the Leased Premises without the prior written consent and approval of the Landlord, which approval and consent shall not be unreasonably withheld unless the cost is over \$25,000.00. The Landlord may condition its approval on the Tenant furnishing to Landlord a good and sufficient bond to

hold the Landlord harmless from any claims, either by way of damages or liens. The Tenant shall present to the Landlord plans and specifications for such work at the time such approval and consent is sought. All such work shall be done solely at the expense of the Tenant and in a good and workmanlike manner. The Tenant shall indemnify, defend and hold the Landlord harmless from and against any and all loss, costs and damages to persons or property, including liens against the Leased Premises or the Shopping Center, arising out of such work. The Tenant's contractor and any subcontractor shall maintain liability insurance in an amount reasonably satisfactory to the Landlord.

(b) All trade fixtures installed at the expense of the Tenant and not a part of the real estate shall remain the property of the Tenant during the Term of this Lease and all extensions and renewals thereof. Such trade fixtures shall not be removed from the Leased Premises prior to the termination or expiration of the Term hereof without the prior written consent of the Landlord. Upon the termination or expiration of the Term of this Lease, the Tenant shall remove all such trade fixtures and surrender the Leased Premises as provided hereinafter. All trade fixtures which the Tenant has not removed prior to the termination or expiration of the Term hereof shall become the property of the Landlord.

(c) The Tenant shall promptly pay all contractors and materialmen in full so as to avoid the possibility of any lien being asserted against the Leased Premises and in the event that any such lien is asserted or filed, the Tenant shall take such action as might be required to have such lien released within twenty (20) days after the Tenant receives notice thereof. The Tenant shall indemnify, defend and hold the Landlord harmless from and against any and all loss, costs and damages based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Leased Premises or the Shopping Center. In the event Tenant shall fail to have any lien released within twenty (20) days after the Tenant receives notice thereof, Landlord shall have the right, but no obligation, in addition to all other remedies, to discharge such lien at Tenant's expense and Landlord's cost thereof, plus interest at two percent (2%) above the Prime Rate as quoted by Landlord's primary banking institution, shall be reimbursed by Tenant upon demand as additional rental.

10. **Signs.** The Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided, however, that Tenant shall install an exterior fascia sign per Landlord's specifications as a part of Tenant's initial improvements in the Leased Premises pursuant to Section 6 hereof. Notwithstanding the Landlord's consent, any sign installed by the Tenant shall comply with all applicable laws and regulations. The Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

11. **Maintenance of Leased Premises.** (a) The Tenant, at its expense, shall keep and maintain the interior of the Leased Premises clean, suitably painted and decorated, and in constant good order and repair and in compliance with all statutes, ordinances and governmental

regulations. In addition, the Tenant, at its expense, shall make all redecorations, repairs, replacements and renewals to the furniture, furnishings, ceilings, floors, walls, doors, windows (including replacement of cracked or broken glass with like kind and quality), and fixtures and equipment, including, without limitation, the heating, air conditioning, electrical and plumbing systems exclusively servicing the demised premises only. Tenant shall have the HVAC equipment serviced by a contractor at least semi-annually and provide copies of the service reports to Landlord promptly after each such service. Any contractor for the maintenance of such systems shall be subject to the prior written consent of the Landlord. If the Tenant shall fail to start any maintenance or repairs required to be made by the Tenant within fifteen (15) days after written notice thereof by the Landlord or to complete such maintenance or repairs promptly thereafter, then the Landlord may provide such repairs or maintenance for the account of the Tenant and the cost thereof shall be added to and collected with the next monthly installment of the fixed minimum rental. Landlord warrants that Tenant's HVAC system will be in good working order for one (1) year after commencement of the Lease Term. Landlord will be responsible for replacement and any repairs of the HVAC system exceeding \$1000.00 per occurrence.

(b) The Tenant shall keep the outside areas immediately adjoining the Leased Premises, including the sidewalks, clean and free from snow, ice, dirt and rubbish to the satisfaction of the Landlord and the Tenant shall not place or permit any obstructions in such areas.

(c) Notwithstanding any other provision hereof, the Tenant, at its expense, shall make any repairs to, replacements or renewals of, the Leased Premises, and any portion thereof, made necessary as a result of the violation of the terms, conditions, and covenants hereof to be performed by the Tenant, or by the negligence or willful misconduct of the Tenant, its agents, servants, employees or customers.

(d) The Landlord, at its expense, shall maintain and repair the roof and foundation of the Leased Premises and all service and utility pipes, wires and lines leading to the Leased Premises, except Tenant shall be responsible for all sewer lines inside the Leased Premises.

12. **Surrender and Holdover.** (a) At the expiration or termination of the Term of this Lease, the Tenant shall quit and surrender the Leased Premises broom clean and in good order and condition, ordinary wear and use excepted. Tenant shall remove all interior partition walls installed by Tenant and repair all damages caused by such removal. In addition, the Tenant shall surrender to the Landlord at the place then fixed for the payment of rental all keys used in connection with the Leased Premises, and the Tenant shall inform the Landlord of all combinations for all locks, safes and vaults on the Leased Premises.

(b) If Tenant holds over and remains in possession of the Leased Premises after the expiration of the Lease Term, such holding over and continued possession shall create a tenancy from month to month upon the terms (other than length of term) herein specified, which may at any time be terminated by either party upon thirty (30) days written notice given to the

other party. Fixed minimum rental during such holdover period shall be at a monthly rate one and one-half (1 ½) times the monthly rate payable in the immediately preceding Lease Year. In addition, Tenant shall pay all other charges provided for in this Lease during such holdover period.

13. **Tenant's Property.** (a) The Landlord shall not be liable for any damage to property of the Tenant or any other party located on the Leased Premises or for the loss of such property by theft or otherwise. In addition, the Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause. Furthermore, the Landlord shall not be liable for any such damage caused by other tenants or persons in or on the Leased Premises, property adjacent to the Leased Premises or the Shopping Center, or for any such damage caused by operations in the construction of any private, public or quasi-public work, and the Landlord shall not be liable for any latent defect in the Leased Premises or in the building in which the Leased Premises are situated. All property of the Tenant kept or stored in or on the Leased Premises shall be kept or stored at the sole risk of the Tenant and the Tenant shall hold the Landlord harmless from any claims arising out of damage to such property, except any such damage caused by the willful misconduct or the gross negligence of the Landlord, its agents, servants or employees.

(b) The Tenant agrees to give immediate notice to the Landlord in the event of any fire or accidents in or on the Leased Premises or in the building in which the Leased Premises are situated, and to give immediate notice to the Landlord of any defects in the Leased Premises or in the building in which the Leased Premises are situated or in any of the fixtures or equipment located therein.

(c) The Tenant shall be responsible for and shall pay when due all municipal, county or state taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

14. **Rules.** The rules and regulations appended to this Lease as Exhibit "D" are hereby made a part of this Lease and the Tenant agrees to comply with and to observe all such rules and regulations. Any failure by the Tenant to comply with such rules and regulations shall constitute a default by the Tenant in the performance of the terms and conditions of this Lease. The Landlord reserves the right from time to time to make reasonable amendments and add reasonable supplements to such rules and regulations and to adopt and promulgate reasonable additional rules and regulations applicable to the Leased Premises and to the Shopping Center. The Landlord shall give the Tenant notice in writing of any such amendments and supplements and additional rules and regulations, and the Tenant agrees to comply with all such rules and regulations, as amended and supplemented so long as a majority of the other tenants in the Shopping Center are similarly obligated.

15. **Insurance.** (a) The Landlord agrees to maintain a fire and extended coverage insurance policy on the Shopping Center in the full amount of its replacement cost and such other insurance as Landlord in its reasonable discretion shall deem necessary or advisable. The Tenant shall pay a proportional amount of the premium for such insurance which shall be equal to the product obtained by multiplying the amount of such premium by a fraction, the numerator of which fraction shall be the gross leasable area in square feet of the Leased Premises and the denominator of which fraction shall be the gross leasable area in square feet of the Shopping Center. The Tenant shall pay its proportional share of such insurance premiums in accordance with Section 37(d) of this Lease.

(b) During the initial Term of this Lease and all renewals thereof the Tenant shall, at its sole cost and expense, insure the Leased Premises and the business activities conducted therein or thereon under an appropriate general liability insurance policy or policies with limits per occurrence of at least \$1,000,000. Such policy or policies of insurance shall name the Landlord and any persons, firms or corporations designated by the Landlord as additional insured parties and shall contain a clause that the insurer shall not cancel or change the terms of such insurance policy or policies without first giving the Landlord and such other persons, firms or corporations ten (10) days' prior written notice thereof. Such insurance policy or policies shall be issued by an insurance company or companies approved by the Landlord and a copy of all such policies or a certificate of insurance made by the issuer shall be delivered to the Landlord and to all other additional insured parties.

(c) During the initial Term of this Lease and all renewals thereof the Tenant shall, at its sole cost and expense, insure all plate and other glass in or about the Leased Premises against all damage of any kind as a result of any cause whatsoever. The Tenant may self insure for plate glass.

(d) The Tenant covenants and agrees that it shall not do or allow anything to be done in, upon or about the Leased Premises which is prohibited under any policies of insurance carried by the Landlord insuring against loss or damage by fire or other hazards, including, but not limited to, boiler and public liability insurance. The Tenant agrees that if any use or occupancy of the Leased Premises should cause the rates for such fire or other insurance carried by the Landlord to increase more than the standard rates applicable for such insurance, the Tenant shall pay the amount of such increase promptly upon demand therefor by the Landlord.

(e) The Tenant hereby agrees to indemnify the Landlord and save the Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use of the Leased Premises, or any part thereof, by the Tenant, or occasioned wholly or in part by any act or failure to act by the Tenant, its agents, contractors, employees, servants, lessees, delivery persons or concessionaires. In the event that the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, the Tenant shall protect and hold the Landlord

harmless and shall pay all costs and expenses, including reasonable attorney's fees, incurred or paid by the Landlord in connection with such litigation.

(f) Except as otherwise provided above, the Landlord and the Tenant hereby waive all claims, demands or rights of indemnity which either of them may have against the other on account of damage to the Leased Premises or to any personal property located thereon resulting from fire or other casualties, no matter what the cause thereof may be. The parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained to protect them against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation provisions" in all such policies of insurance.

16. **Utilities.** The Tenant shall be responsible for and promptly pay all charges for heat, water, sewage disposal, gas, electricity, trash or garbage collection and any other utility services used or consumed in or on the Leased Premises. The Landlord shall not be liable for an interruption or failure in the supply of any such utility services to the Leased Premises for any cause whatsoever. All water and sewer availability, connection, hook-up, tap and similar fees shall be paid by Tenant.

17. **Estoppel Certificates.** Upon request by the Landlord, the Tenant agrees to deliver in recordable form to the Landlord or to any prospective mortgagee or purchaser of the Leased Premises, a statement or statements in writing setting forth the commencement and termination dates of this Lease and certifying that this Lease is or is not in full force and effect and that the Tenant has or has not accepted the Leased Premises and is or is not in full and complete possession thereof, that the Lease has not been changed, modified or amended, or if it has, stating the specific changes, modifications or amendments thereto, that all improvements to the Leased Premises to be made by the Landlord have been fully completed, or stating specifically any failure to so complete such improvements, and that, as of the date of certification, the Tenant has not paid rental for more than the current month, or stating the amount of rental so paid, there are no defaults under this Lease nor defenses or offsets thereto, or if there are any such defaults, defenses or offsets, stating the specific defaults, defenses or offsets claimed by the Tenant, and such other matters as may be requested by Landlord.

18. **Attornment.** In the event of the exercise of any sale under the provisions of any mortgage now or hereafter encumbering the Leased Premises, the Tenant agrees that it shall attorn to the purchaser at such sale and that it shall recognize such purchaser as the Landlord under the terms and provisions of this Lease and shall continue this Lease in full force and effect regardless of whether such mortgage was superior or subordinate to this Lease.

19. **Subordination.** Upon request by the Landlord, the Tenant agrees that it shall subordinate its rights hereunder to the lien of any mortgage or any other lien resulting from any other method of financing or refinancing now or hereafter in force against the land and building of which the Leased Premises are a part or against any buildings hereafter placed upon the land on which the Leased Premises are situated and to all advances made or hereafter to be made thereunder; provided, however, that the Tenant shall not be required to so subordinate its rights

unless the beneficiary thereof shall agree in writing not to disturb the tenancy of the Tenant so long as the Tenant is not in default under this Lease. The Tenant agrees to execute all necessary documents to effect such subordination.

20. **Assignment by Tenant.** The Tenant shall not mortgage or assign this Lease, in whole or in part, nor sublet all or any part of the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant may assign or sublet this Lease without the consent of Landlord (but with notice to Landlord), if such assignment or subletting is in connection with (i) the sale of all or substantially all of the assets of Tenant; (ii) the sale of controlling interest in the securities of the Tenant; (iii) the sale of the pertinent operating division of the Tenant; (iv) the merger or other corporate reorganization of Tenant; or (v) a transfer to an affiliated entity; provided after any such assignment or subletting Tenant shall remain fully liable under this Lease and the Leased Premises shall continue to be used for the purpose set forth in Section 6 of this Lease. The consent by the Landlord to any such mortgage, assignment or subletting by the Tenant shall not constitute a waiver of the necessity for such consent to any subsequent mortgage, assignment or subletting. This prohibition against assignment and subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that this Lease is assigned or if the Leased Premises or any part thereof are sublet or occupied by any party other than the Tenant, the Landlord may collect rental from such assignee, subtenant or occupant and apply the net amount collected to the payment of rentals and other charges in accordance with the provisions hereof; provided, however, that no such assignment, subletting, occupancy or collection shall be deemed to constitute a waiver of the prohibition against assignment or subletting without the prior written consent of the Landlord or the acceptance of any assignee, subtenant or occupant as a tenant or a release of the Tenant from the terms and conditions hereof. Notwithstanding any assignment or sublease, the Tenant shall remain liable in accordance with the terms and conditions hereof, and the Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

21. **Waste.** The Tenant shall not commit or suffer to be committed any act which results in any wasting of the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Shopping Center or which may disturb the quiet enjoyment of any person beyond the boundaries of the Shopping Center.

22. **Government Regulation.** The Tenant shall, at its sole cost and expense, comply with the requirements of all county, municipal, state, federal and other applicable governmental authorities, now or hereafter in force, relating either to the Leased Premises or to the use thereof, including, without limitation, all zoning, safety and environmental laws, ordinances, regulations and orders.

23. **Advertising.** The advertised name of the business to be operated by the Tenant in or on the Leased Premises is to be Ashley Stewart. Such name is subject to the reasonable approval of Landlord. The Tenant agrees that such advertised name shall not be changed without the prior written consent and approval of the Landlord. The Tenant agrees that it shall not solicit business in the parking or other common areas of the Shopping Center and that no handbills or

other advertising matter shall be distributed in the parking or other common areas and facilities of the Shopping Center.

24. **Damage or Destruction.** (a) If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, the Landlord shall, at its expense, cause such damage to be repaired, and the rental shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable in part only, the Landlord shall, at its expense, cause such damage to be repaired, and the fixed minimum rental and additional rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises should be rendered wholly untenable by reason of such occurrence, the Landlord shall, at its expense, cause such damage to be repaired, and the fixed minimum rental and additional rent meanwhile shall be abated in whole until the Leased Premises have been restored and rendered tenantable, unless within sixty (60) days after such occurrence, the Landlord gives the Tenant written notice that it has elected not to cause such damage to be repaired, in which event this Lease and the tenancy hereby created shall terminate as of the date of such occurrence, and the rental shall be adjusted as of such date.

(b) In the event that twenty-five percent (25%) or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected thereby, within ninety (90) days following the date of such occurrence, the Landlord shall have the right to terminate this Lease and the tenancy hereby created by giving the Tenant thirty (30) days' prior written notice thereof.

(c) Landlord's obligation shall be to restore the Leased Premises to the condition the Leased Premises were originally delivered to Tenant under this Lease, and Tenant shall be solely responsible to repair and restore the balance of the Leased Premises to the condition the same were in immediately prior to such damage or destruction. In no event will Landlord be responsible for the repair, replacement or restoration of fixtures, trade fixtures, furnishings or equipment within the Leased Premises, the same being the sole responsibility of Tenant hereunder. Furthermore, Landlord's obligation to repair is limited to the extent of the insurance proceeds available to Landlord for such restoration.

25. **Eminent Domain.** (a) In the event that the whole or any part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, or in the event of any purchase in lieu of any such taking or condemnation, at the option of the Landlord, this Lease shall cease and terminate as of the date of the vesting of title to such property. Any award for the land and buildings of which the Leased Premises are a part and for damages to the residue, or any negotiated payment by private sale in lieu thereof, shall be the property of the Landlord, and the Tenant hereby assigns to the Landlord all its right, title and interest in and to any such award or payment. The Tenant, however, shall be entitled to claim, prove and receive in any condemnation proceeding, or negotiated private sale in lieu thereof, such awards or amounts as may be allowed or paid for fixtures and other equipment installed by it and relocation expenses; provided, however, that any such awards or amounts are made by the condemnation court or paid by the condemning authority in addition to the award made or

amount paid for all land and buildings, or parts thereof, so taken, condemned, or purchased. Tenant shall have no claim related to the taking of the leasehold estate or loss of business.

(b) In the event of any such taking or condemnation, or purchase in lieu thereof, the fixed minimum rental and all amounts and charges to be paid by the Tenant hereunder, shall be apportioned as of the date of the vesting of title to the property so taken, condemned or purchased. If the Term of this Lease is not terminated as a result of such taking, condemnation or purchase, the fixed minimum rental payable hereunder shall be reduced on the basis of the proportion which the floor area so taken, condemned or purchased bears to the floor area of the entire Leased Premises immediately prior to such taking, condemnation or purchase.

(c) If any part of the parking area in the Shopping Center shall be taken, condemned or purchased as aforesaid, and if, as the result thereof the parking area and other common areas in square feet of the Shopping Center are reduced by more than twenty-five percent (25%), then at the option of the Landlord or Tenant, the Term of this Lease shall cease and terminate upon the vesting of title to such property.

26. **Default.** (a) If the Tenant shall (i) default in the payment of an installment of the monthly rental or additional rental or any other sum to be paid by the Tenant hereunder and such default is not cured within ten (10) days after the date such payment is due, or (ii) default in the performance of any of the other terms, conditions or covenants of this Lease to be performed by the Tenant for more than thirty (30) days after written notice of such default given by the Landlord to the Tenant, or (iii) if the Tenant abandons or vacates the Leased Premises or suffers this Lease to be taken under any writ of execution, then, in any such event, Landlord shall have the right to declare an event of default hereunder, in which event Landlord shall have all rights and remedies available at law, in equity or under this Lease.

(b) If the Tenant fails to pay the fixed minimum rental or any other sum which the Landlord is entitled to regard as rental under the terms of this Lease on the date due and fails to cure such default within ten (10) days after the date due, the Tenant shall pay a charge equal to five percent (5%) of such payment as additional rental, in order to compensate Landlord for additional administrative and other costs, and not as a penalty.

(c) In the event that the Tenant shall file or have filed against it a petition in bankruptcy or for reorganization under any provisions of the Bankruptcy Code, the Tenant shall assume the terms and provisions of this Lease in their entirety within sixty (60) days of the order for relief, or this Lease shall be deemed rejected.

(d) In addition to all other rights or remedies the Landlord may have, in the event of a default as specified in this Lease, or elsewhere, it shall have the immediate right to re-enter the Leased Premises with or without terminating this Lease and remove all persons and property from the Leased Premises and store such property in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. The Landlord shall have the right to take such action without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. The

Landlord may also, at its option, upon occurrence of any event of default hereunder, terminate this Lease, with or without re-entering the Leased Premises, or, without terminating this Lease, relet the Leased Premises or any part thereof, for the benefit of the Tenant, for such term or terms (whether shorter or longer than the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Landlord, in its sole discretion, deems advisable, and at the expense of the Tenant, the Landlord shall have the right to make such repairs or alterations to the Leased Premises as the Landlord deems necessary in order to relet the Leased Premises. Upon each such reletting all rentals received by the Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than rental due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including costs incurred by the Landlord for brokerage fees, attorneys' fees and alterations and repairs; and third, to the payment of any unpaid portion of the rental provided for in this Lease. No such re-entry or taking possession of the Leased Premises by the Landlord shall be construed as an election by the Landlord to accept a surrender of the Lease or to terminate this Lease unless written notice of such intention is given by the Landlord to the Tenant or this Lease is terminated by an order or a decree of a court of competent jurisdiction. Notwithstanding any such retaking of possession and/or reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease for any previous default by the Tenant in the performance of the terms and conditions of this Lease.

Tenant shall in all events, notwithstanding any retaking of possession or termination, remain liable for and Landlord shall be entitled to recover all past due rent, additional rent, costs, attorneys' fees, costs of reletting the Leased Premises and any other amounts necessary to properly address any damages suffered due to Tenant's default.

(e) No re-entry, taking possession of, or repair of, the Leased Premises by the Landlord, or any other action taken by the Landlord as a result of any default of the Tenant, shall relieve the Tenant of any of its liabilities and obligations under this Lease whether or not the Leased Premises are relet.

(f) In the event Landlord turns this Lease over to an attorney for enforcement of the terms of this Lease, including recovery of possession of the Leased Premises or for any failure of the Tenant to perform any of the covenants and conditions of this Lease, the Landlord shall have the right to recover all costs incurred, including reasonable attorney's fees.

(g) If the Landlord shall fail to perform any material covenant, condition or agreement of this Lease for more than thirty (30) days after receipt of notice in writing from Tenant specifying the nature of the default, then the Landlord shall be in default under this Lease; 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 thereafter diligently prosecutes the cure to completion.

27. **Access.** The Landlord shall have the right to enter the Leased Premises at all reasonable times to examine such property and to show such property to prospective tenants or

purchasers. In addition, the Landlord shall have the right to enter the Leased Premises and to make such repairs, alterations or improvements as the Landlord deems necessary or desirable, and such entry shall not be deemed to constitute or cause an eviction of the Tenant or any diminution or abatement of rental for loss or interruption of the business of the Tenant; provided, however, that the Landlord shall use its reasonable efforts to minimize any interference with the business of the Tenant. The Tenant agrees that during the six (6) months prior to the expiration of the initial Term of this Lease or any extensions or renewals thereof, the Landlord shall have the right to show the Leased Premises to prospective tenants or purchasers, and to place upon the Leased Premises "For Rent" or "For Sale" signs. The Tenant agrees that if the Tenant is not present to open and permit entry to the Leased Premises at any time when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord may forcibly enter the Leased Premises without in any manner affecting the obligations and covenants of this Lease.

28. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that in no event shall the Tenant be excused from the payment of the fixed minimum rental or any other amounts or charges to be paid by the Tenant under the terms of this Lease. Notwithstanding the foregoing provisions or any other provision of this Lease, if the Term of the Lease has not commenced within twelve (12) months from the date hereof, this Lease shall then be terminated and shall be of no further force or effect.

29. **Quiet Enjoyment.** Provided the Tenant is not in default in the performance of any of the terms and conditions of this Lease, the Landlord covenants and warrants that the Tenant shall have quiet and peaceable possession and enjoyment of the Leased Premises for the Term hereof and all renewals thereof.

30. **Successors.** This Lease and the covenants and conditions herein contained shall be binding upon and inure to the benefit of the Landlord and the Tenant and their respective successors and assigns; provided, however, that the Tenant shall not mortgage, assign or sublet this Lease or the Leased Premises, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

31. **Non-Waiver.** The failure of the Landlord or the Tenant to insist upon the strict performance of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver or relinquishment for the future of any such terms, conditions or covenants, or any other terms, conditions or covenants, and all such terms, conditions or covenants shall continue in full force and effect. The payment of rental by the Tenant, or the receipt of the payment of rental by the Landlord, with knowledge of the breach of any covenant herein contained, shall not be deemed a waiver of such breach on the part of either party. No term,

condition or covenant of this Lease shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party against whom enforcement is sought.

32. **Notices.** All notices from the Tenant to the Landlord required or permitted by any provision of this Lease shall be in writing and delivered or sent by registered or certified mail, charges prepaid, and addressed as follows:

Keystone Plaza Associates
c/o Linder Partners LLC
2325 Pointe Parkway, Suite 250
Carmel, IN 46032
Attn: Property Manager

All notices from the Landlord to the Tenant so required or permitted shall be in writing and delivered or sent by registered or certified mail (or hand delivered), charges prepaid, and addressed as follows:

Large Apparel of Indiana, Inc.
c/o Urban Brands, Inc.
100 Metro Way
Secaucus, NJ 07094

Either party may, at any time or from time to time, designate in writing a substitute address for the address set forth above, and thereafter notices shall be directed to such substitute address.

33. **Memorandum.** This Lease shall not be recorded. Each of the parties agrees that upon the request of the other it will execute and deliver in recordable form a memorandum of this Lease. The party who records such memorandum shall pay the recording cost therefor.

34. **Titles.** The titles and section headings used herein are for purposes of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

35. **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to choice of law provisions.

36. **Entire Agreement.** This Lease contains the entire agreement between the Landlord and the Tenant relating to the Leased Premises and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Lease shall not be amended or modified, and no waiver of any provisions hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Lease. If any provision of this Lease shall be held to be invalid or unenforceable either generally or as to any particular set of circumstances, all other provisions hereof shall nevertheless remain valid and enforceable in accordance with their terms.

37. **Additional Provisions.** (a) Anything to the contrary herein contained, notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall, subject to the rights of any first mortgagee, look solely to the interest of Landlord, its successors and assigns, in the Shopping Center for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

(b) Payment by Tenant or receipt by Landlord of a lesser amount than the rent or other charges herein stipulated shall be deemed to be on account of the earliest due stipulated rent or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as rent or other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy in this Lease to the Tenant.

(c) That to reimburse Landlord for Tenant's proportionate share of real property taxes levied or assessed against the Shopping Center pursuant to Section 5 of the Lease, Tenant shall pay to Landlord a monthly amount equal to \$318.75, as an estimated payment. At the end of each calendar year, Landlord will determine the actual proportionate share of real estate taxes for Tenant for such calendar year and will notify the Tenant thereof. If Tenant's estimated payments for such calendar year exceeds Tenant's proportionate share of the real property taxes for such calendar year, Tenant will receive a credit for the excess amount paid to be applied to the next accruing payment(s) due from Tenant for the current calendar year's real estate taxes. If Tenant's estimated real estate tax payment for any calendar year is less than Tenant's proportionate share of the real estate taxes for such calendar year, Tenant shall remit to Landlord with the next monthly payment of rental the amount of the deficiency stated in Landlord's notice. Landlord shall have the right to modify the amount of Tenant's estimated monthly payment from time to time, but not more than two (2) times per year.

(d) That to reimburse Landlord for Tenant's proportionate share of fire and extended coverage insurance for the Shopping Center pursuant to Section 15 of the Lease, Tenant shall pay to Landlord a monthly amount equal to \$90.00, as an estimated payment. At the end of each calendar year, Landlord will determine Tenant's actual proportionate share of such fire and extended coverage insurance for such calendar year and will notify Tenant thereof. If Tenant's payments of the estimated premium for such insurance for such calendar year exceeds Tenant's proportionate share of such premium for such calendar year, Tenant will receive a credit for the excess amount paid to be applied to the next accruing payment(s) due from Tenant for the current calendar year's casualty insurance premiums. If Tenant's estimated payment for casualty insurance premiums for any calendar year is less than Tenant's proportionate share of the casualty insurance premiums for such calendar year, Tenant shall remit to Landlord with the next monthly payment of rental the amount of the deficiency stated in Landlord's notice. Landlord shall have the right to modify the amount of Tenant's estimated monthly payment from time to time, but not more than two (2) times per year.

(e) Landlord reserves the unrestricted right to change buildings in the Shopping Center, to change the location and dimensions of tenant spaces (other than the Leased Premises) and the common areas, to change the type and identity of tenants in the Shopping Center, to construct other buildings or improvements in the Shopping Center and to make alterations thereof or additions thereto. Landlord has made no representation or warranty of any type as to the identity, type, size or number of other tenants in the Shopping Center.

(f) The relationship of Landlord and Tenant is solely that of landlord and tenant. In no event shall Landlord and Tenant be deemed partners or joint venturers.

(g) The term "Tenant" shall mean each and every person or entity named as a Tenant herein; and if there is more than one Tenant any notice required or permitted by the terms of this Lease may be given to any one (1) thereof and such notice shall have the same force and effect as if given to all.

(h) Provided that Tenant has been open and operating from the Leased Premises for the entire third (3rd) Lease Year, if Tenant's gross sales from the Leased Premises for the third (3rd) Lease Year are less than Six Hundred Thousand Dollars (\$600,000.00), Tenant shall have the right to terminate this Lease upon sixty (60) days prior written notice to Landlord. To exercise this right, Tenant must (i) give written notice to Landlord within ninety (90) days after the end of the third Lease Year accompanied by a statement of gross sales certified by a certified public accountant or an officer of Tenant showing that gross sales for the third (3rd) Lease Year were less than Six Hundred Thousand Dollars (\$600,000.00) and (ii) pay to Landlord the "Termination Fee" (as hereinafter defined). "Termination Fee" shall mean an amount equal to the unamortized portion of Landlord's Construction Allowance amortized over a ten (10) year term on a straight-line basis. If (i) Tenant's gross sales from the Leased Premises for the third (3rd) Lease Year equal or exceed Six Hundred Thousand Dollars (\$600,000.00) or (ii) Tenant does not give written notice to Landlord or pay the Termination Fee to Landlord within ninety (90) days after the end of the third (3rd) Lease Year, Tenant shall have no right to terminate the Lease pursuant to this Section and this Lease shall continue in full force and effect for the Lease Term.

(i) During the Term, and so long as Tenant is in full compliance with all of the terms and provisions of this Lease and is operating a store selling women's large size apparel in the Leased Premises, Landlord shall not lease any other space in the Shopping Center to a tenant displaying women's large size apparel in more than fifty percent (50%) of such tenant's space; provided, however, that this restriction shall not apply to any premises within the Shopping Center leased prior to the date of this Lease. In the event of a breach of the foregoing restriction, Tenant shall, as its sole and exclusive remedy, have the right to pay in lieu of fixed minimum rental, fifty percent (50%) of fixed minimum rental plus all additional rental required under this Lease or terminate this Lease upon thirty (30) days prior written notice. If Tenant does not terminate this Lease within twelve (12) months, Tenant shall resume paying full fixed minimum rental hereunder. The exclusive restrictions contained in the foregoing paragraph shall be automatically canceled and terminated upon Tenant's cessation of business in the Leased Premises for the use stated in Section 6 hereof for a period of two (2) months (except for

remodeling or repairs). Landlord shall not be liable to Tenant for breach of the foregoing restriction by any other occupant if the lease from Landlord did not permit such use and if Landlord uses its reasonable efforts to seek to remedy such violation by such occupant following notice thereof from Tenant.

(j) If the Shopping Center has tenants occupying less than fifty percent (50%) of the gross leasable area of the Shopping center open and operating ("Excess Vacancy"), Tenant shall, as its sole and exclusive right, have the right to pay in lieu of fixed minimum rental the lesser of (i) fixed minimum rental or (ii) three percent (3%) of Tenant's gross sales from the Leased Premises ("In Lieu Rent") during the period of the Excess Vacancy. In Lieu Rent shall be paid within twenty (20) days after the end of each calendar month. If the Excess Vacancy continues for a period of six (6) months, Tenant may terminate this Lease upon sixty (60) days prior written notice given within ninety (90) days after the end of such six (6) month period. If Tenant does not terminate this Lease within such thirty (30) day period, Tenant shall resume paying full fixed minimum rental hereunder. During any period of Excess Vacancy, Tenant shall pay all other charges due under this Lease in full.

(k) Landlord, at its sole cost and expense shall be responsible for and shall comply with all environmental laws with respect to the presence or removal of Hazardous Substances, provided that same was not installed by, stored or brought on the Leased Premises by Tenant or its contractors, agents, employees, invitees or customers, in which case Tenant shall be solely responsible for such compliance and removal. Notwithstanding the foregoing, Landlord may contest the application of any such environmental laws until the issuance of a final unappealable order by a court of competent jurisdiction. If Hazardous Substances are discovered in the Leased Premises prior to the Commencement Date, Landlord shall complete such removal prior to delivery of possession of the Leased Premises to Tenant. Hazardous Substances shall mean (a) any hazardous substance as defined in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9602 et seq., as amended, (b) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas, and (c) any other substance or material that is deemed to be hazardous, dangerous, toxic or a pollutant under any federal, state or local law, ordinance, rule or regulation.

(l) (i) Landlord shall provide to Tenant an allowance in the amount of Forty-five Thousand Dollars (\$45,000.00) (the "Landlords Construction Allowance") in order to defray a portion of the cost of Tenant's improvements to (buildout of) the Leased Premises over and above Landlord's Work. Tenant's Work will include the finishes and other items necessary to prepare the Leased Premises for business with the general public.

(ii) Within thirty (30) days from the date hereof, Tenant shall submit to Landlord for Landlord's approval, plans for Tenant's Work. The plans will be modified by Tenant as reasonably necessary in order to obtain Landlord's approval.

(iii) Landlord shall disburse the Landlord's Construction Allowance within thirty (30) days after lien free completion of the work (with Tenant providing lien waivers from all

contractors performing Tenant's Work) and Tenant opening for business from the Leased Premises.

(iv) Except as set forth herein and in Exhibit "B", Landlord shall have no duty or obligation of any kind in connection with the work and improvements in the Leased Premises.

(m) Tenant shall have the right to utilize one (1) small panel on the Shopping Center pylon sign. The cost of the fabrication and installation of Tenant's sign panel on the pylon sign shall be borne solely by Tenant. Tenant acknowledges and agrees that Tenant's right to utilize the panel on the Shopping Center pylon sign shall cease upon thirty (30) days written notice from Landlord and upon such notice Tenant shall remove its panel from the pylon sign.

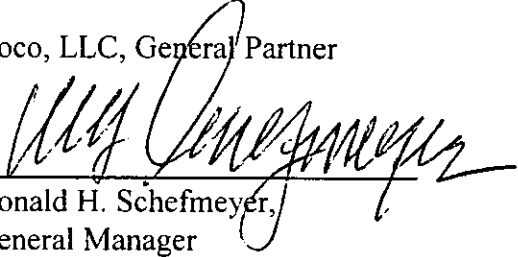
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

KEYSTONE PLAZA ASSOCIATES, AN INDIANA
LIMITED PARTNERSHIP

By: Coco, LLC, General Partner

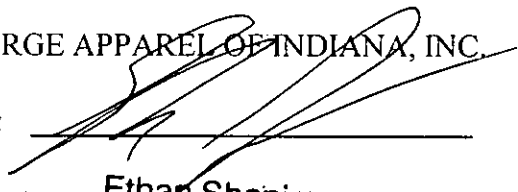
By:


Donald H. Schefmeyer,
General Manager

LARGE APPAREL OF INDIANA, INC.

By:

Name:


Ethan Shapiro
President/CEO

Title:

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is given this ____ day of _____, 20____, by **URBAN BRANDS, INC.** (the "Guarantor") to **KEYSTONE PLAZA ASSOCIATES**, an Indiana limited partnership, its successors and assigns ("Landlord").

RECITALS

Landlord has entered into a Lease Agreement dated _____, _____ (the "Lease") with Large Apparel of Indiana, Inc. ("Tenant") for that certain Leased Premises, located in Keystone Plaza Shopping Center, more particularly described in the Lease (the "Leased Premises"). Landlord is unwilling to enter into the Lease with Tenant unless Guarantor guarantees Tenant's obligations under the Lease. Capitalized terms used in this Guaranty and not otherwise defined herein shall have the meanings set forth in the Lease.

GUARANTY

In consideration of the sum of Ten Dollars (\$10.00) paid by each of the parties to the other, receipt of which is hereby acknowledged, and in order to induce Landlord to enter into the Lease with Tenant, Guarantor agrees as follows:

(1) Guarantor unconditionally and absolutely guarantees to Landlord, its successors and assigns, (a) the prompt and punctual payment by Tenant of all rent and other sums due thereon and each and every installment thereof, (b) the prompt and faithful performance by Tenant of all of the terms, covenants and conditions of the Lease, and (c) the payment to Landlord of all costs, including without limitation, reasonable attorneys' fees, expenses and court costs, which may be incurred in enforcing the payment of rent and any other sum owed pursuant to the Lease or the obligations of the Tenant thereunder.

(2) The obligations of Guarantor shall be direct and immediate and not contingent. Guarantor agrees that the obligations of Guarantor hereunder are independent of the obligations of Tenant, and a separate action or actions may be brought and prosecuted against Guarantor regardless of whether action is brought against Tenant or whether Tenant is joined in such action or actions and regardless of whether any action is taken to realize upon any security given at any time for the payment of rent or satisfaction of any other obligations guaranteed hereby.

(3) Landlord may also, without notice to Guarantor and without affecting Guarantor's liability under this Guaranty or Landlord's remedies hereunder (a) enter into renewals, modifications, extensions and/or amendments to the Lease as Landlord may desire, (b) release any security given at any time for the payment of the rent or satisfaction of other obligations guaranteed hereby, (c) release any one or more of the parties liable or who may become liable on the Lease or similar guarantees, (d) grant any indulgence or forbearance whatsoever regarding the Lease, and (e) fail to act with diligence and delay in the collection or enforcement hereof or of the Lease. Specifically, Guarantor represents and warrants that this Guaranty is being given

independent of any other guaranty that may now or hereafter be given with respect to the Lease and that Guarantor has not relied on the existence of any other guaranty nor the continued liability of any guarantor in executing and delivering this instrument.

(4) Neither Guarantor's obligations to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement hereof shall be impaired, changed or released in any manner whatsoever by any release, impairment or limitation of the liability of the Tenant or its estate in bankruptcy or other creditor's proceeding under any statute or from the decision of any court.

(5) Guarantor waives any right to require Landlord to (a) proceed against Tenant, (b) proceed against or exhaust any security held from Tenant, or (c) pursue any other remedy in Landlord's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense whatsoever of the liability of Tenant.

(6) Until all rent and other sums due or to become due from Tenant to Landlord shall have been paid in full, Guarantor shall (a) have no right of subrogation, (b) waive any right to enforce any remedies which Landlord now has or may hereafter have against Tenant, and (c) waive any benefit of, and any right to participate in, any security now or hereafter held by Landlord. Guarantor waives notice of acceptance of this Guaranty, all presentments, demands for performance, notices of nonperformance, protest, notices of protest, and notices of dishonor.

(7) Any indebtedness of Tenant now or hereafter owed to or held by Guarantor is subordinated to Tenant's obligations to Landlord under the Lease. If Landlord requests, such indebtedness of Tenant to the Guarantor shall be collected, enforced and received by the Guarantor as trustee for Landlord and shall be paid over to Landlord on account of the obligations of Tenant to Landlord, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

(8) At Landlord's option and with or without demand or notice, all or any part of the Guarantor's indebtedness and all or any part of Guarantor's obligations hereunder shall become due and payable immediately upon the occurrence of any default by Tenant under the Lease and the failure of such default to be remedied prior to the lapse of any applicable cure period thereunder.

(9) The obligations of the Guarantor hereunder shall be binding upon the successors and assigns of Guarantor.

(10) Guarantor acknowledges and agrees that this Guaranty and Guarantor's obligations hereunder shall apply to and continue with respect to any amount paid to Landlord under the Lease and hereunder which is subsequently recovered from Landlord for any reason whatsoever (including, without limitation, as a result of any bankruptcy, insolvency or fraudulent conveyance proceeding), notwithstanding the fact that the Lease may have expired or been terminated or this Guaranty returned or both.

(11) Guarantor shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this Guaranty which could not be made or invoked by Tenant.

(12) If Tenant assigns its interest under the Lease or Tenant sublets the Demised Premises, Guarantor shall remain liable for all of its obligations hereunder.

(13) All notices required, contemplated or made hereunder shall be in writing, and shall be deemed to have been properly given on the second business day after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

if to Landlord: Keystone Plaza Associates
 c/o Linder Partners LLC
 2325 Pointe Parkway, Suite 250
 Carmel, IN 46032
 Attn: Property Manager

if to Guarantor: Urban Brands, Inc.
 100 Metro Way
 Secaucus, NJ 07094

or to such other address as may be specified by any party pursuant to written notification thereof, given by such party as required above at least ten (10) days prior to the effective date of the change.

(14) If any provision of this Guaranty shall be held to be invalid or unenforceable either generally or as to any particular set of circumstances, all other provisions hereof shall nevertheless remain valid and enforceable in accordance with their terms.

(15) This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana.

(16) This Guaranty shall inure to the benefit of Landlord and its successors and assigns.

(17) Guarantor represents and warrants that: (a) the execution and delivery and the observance and performance of this Guaranty by the Guarantor does not and will not conflict with or result in a breach of, or cause, a default under the terms or provisions of, any existing rule, regulation or order of any court or governmental body or of any indenture, agreement or instrument to which Guarantor is a pertinent party or by which Guarantor is bound or to which Guarantor is subject, and (b) this Guaranty has been duly executed and delivered by Guarantor and constitutes a valid and binding Guaranty enforceable in accordance with its terms.

(18) This Guaranty is intended by Landlord and Guarantor as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of that agreement. No course of dealing, course of performance or customs and practices in the retail leasing industry, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Guaranty.

(19) Guarantor agrees that any suit, action or proceeding arising out of or relating to this Guaranty may be instituted in the Circuit Court or Superior Courts of Hendricks County, Indiana, and the Guarantor hereby waives any objection which Guarantor may have to such venue and irrevocably submits to the jurisdiction of such court in any such suit, action or proceeding.

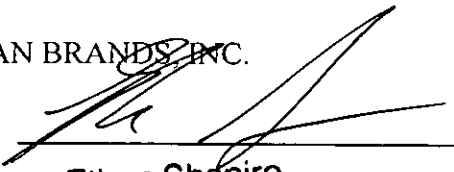
(20) This Guaranty may be executed in one or more counterparts, each of which shall be enforceable against the signatories thereto (whether or not any other Guarantor executes a counterpart), but all of which counterparts together shall constitute one instrument.

(21) The person executing this Guaranty on behalf of Guarantor represents and warrants that it is fully empowered and authorized to act for Guarantor and that its act will create a binding and enforceable obligation on behalf of Guarantor.

WITNESS the following signature(s):

GUARANTOR:

URBAN BRANDS, INC.

By: 

Name: Ethan Shapiro
President/CEO

Title: _____

Exhibit A – Site Plan

Exhibit B – Landlord's Work

Exhibit C – Exclusives

Exhibit D – Rules and Regulations

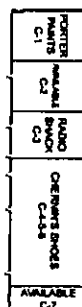
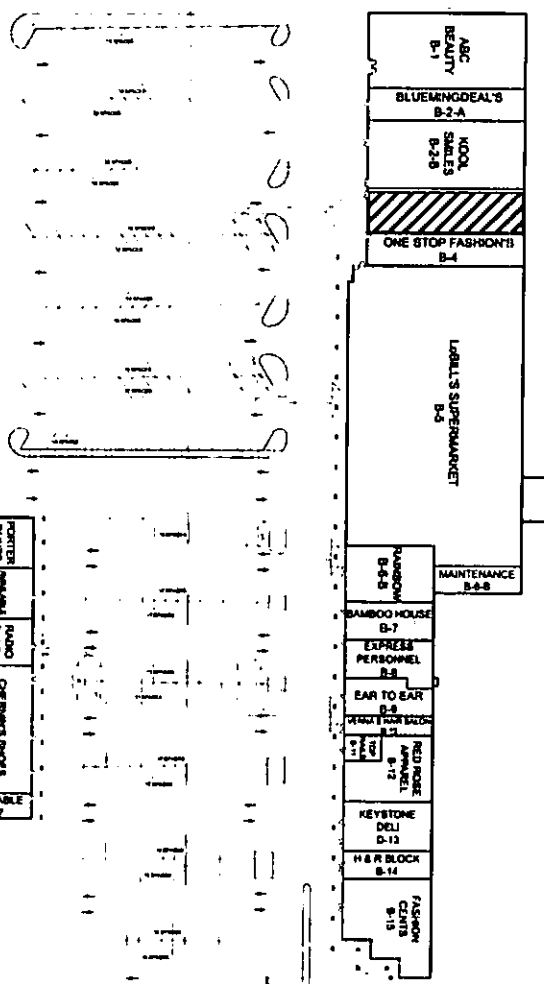
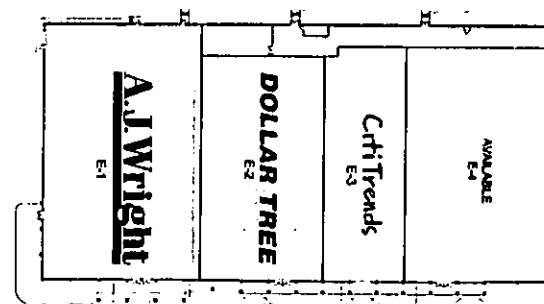
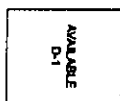
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EXHIBIT "B"

Landlord/Tenant Improvements

Tenant leases the Leased Premises in "AS IS, WHERE IS" condition, with all faults and deficiencies. Tenant has fully examined and inspected the Leased Premises and has relied solely on its own inspection. Landlord is providing only the existing fixtures, facilities and HVAC system for Tenant's use, all without warranty, with the exception of the HVAC which Landlord warrants for a period of 12 months from the date the store opens for business and Tenant is solely responsible for maintaining, repairing and replacing the same, as necessary. Landlord shall be responsible for any repairs to the HVAC system of over \$1000.00 per occurrence and for replacing the system if required during the initial term of the Lease.

EXHIBIT "D"

TO LEASE AGREEMENT BETWEEN

KEYSTONE PLAZA ASSOCIATES (the Landlord), and

LARGE APPAREL OF INDIANA, INC. (the Tenant)

dated as of _____, 2006

RULES AND REGULATIONS

1. All loading and unloading of goods in the Shopping Center shall be done only at such times as designated for such purposes by the Landlord and through rear doors only.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Leased Premises and the Shopping Center.
3. The Tenant shall pay all costs of removal of any refuse or rubbish resulting from the use of the Leased Premises by the Tenant. All garbage and refuse shall be kept in a container of the type specified by the Landlord, and shall be placed outside the Leased Premises and prepared for collection in the manner and at the times and places specified by the Landlord.
4. No antenna, satellite dish or other structure shall be erected on the roof or exterior walls of the Leased Premises or in or near the Leased Premises without the prior written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal at any time without notice to the Tenant.
5. No loudspeakers or similar devices shall be used in, on or about the Leased Premises without the prior written consent of the Landlord.
6. If the Leased Premises are equipped with separate heating or heating control facilities, the Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent water from freezing in pipes and fixtures in or near the Leased Premises.
7. The Tenant and its agents, servants and employees shall park their automobiles in those portions of the parking area of the Shopping Center designated by the Landlord.

8. The plumbing facilities serving the Leased Premises shall be used only for such purposes as such facilities are designed, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant.
9. The Tenant, at its expense, shall keep the Leased Premises free from all pests and vermin. For this purpose the Tenant, at its expense, shall employ a pest extermination contractor approved by the Landlord to perform such pest extermination work in such manner and at such times as the Landlord deems advisable.
10. The Tenant shall not burn any trash or garbage of any kind in or in the vicinity of the Leased Premises or the Shopping Center.
11. The Tenant shall not conduct any auction, fire, bankruptcy or any type of going out of business sales in, on or about the Leased Premises without the prior written consent of the Landlord.
12. The Tenant shall not display any merchandise or make any sales in, on or about the areas outside the Leased Premises or obstruct the sidewalks or passageways adjacent to the Leased Premises in any manner without the prior written consent of the Landlord.
13. The Tenant shall not perform any acts or carry on any practices which might cause damage to the Leased Premises or create a nuisance, annoyance or menace to other tenants in the Shopping Center or to the public.
14. No bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in the Leased Premises.
15. No flammable, combustible or explosive fluid, chemical or substance shall be brought or kept upon the Leased Premises unless it is inventory for sale or is required to be used in the Tenant's business.
16. The Landlord shall have the right to prohibit any advertising by Tenant which, in the Landlord's opinion, tends to impair the reputation of the Shopping Center and upon written notice from the Landlord, the Tenant shall refrain from or discontinue such advertising.
17. At the end of the Lease Term, Tenant shall remove all interior partition walls installed by Tenant (and repair all damage caused by such removal) and otherwise restore the Leased Premises to the condition in which they were delivered to Tenant, except as otherwise directed by Landlord.
18. Tenant shall have the HVAC system serviced at least semi-annually by a HVAC contractor approved by Landlord. Tenant shall comply with all service recommendations by such HVAC contractor and shall provide Landlord with written evidence of such service.

EXHIBIT C

EXCLUSIVE USES

H & R BLOCK EASTERN ENTERPRISES, INC.: Landlord agrees not to lease space in the Shopping Center in which the Premises are a part, to Jackson Hewitt, Liberty Tax Services, Lee's Tax Services or Instant Tax during the term of this Lease and any extensions thereof.

KOOL SMILES: So long as any portion of the Premises is used for the operation of a Kool Smiles Dental Clinic and for so long as Tenant is not in default of the Lease Agreement, no part of the Shopping Center as defined herein shall be leased or used for the purpose of practicing dentistry on persons under the age of 21, excluding any existing leases.

MARSH/LoBILLS: No portion of the Demised Premises or of any subsequent enlargement or expansion thereof, or of any premises now or hereafter directly or indirectly owned or controlled in whole or in part by Lessor or its principals (including all parent, subsidiary, or related corporations or business in which Lessor or its principals have an interest) and located within one-half (1/2) mile of the Demised Premises, shall be let to or used by anyone during the term hereof other than Marsh Supermarkets, Inc., its successors and assigns, for the conduct of, a business a substantial portion of which includes the sale of groceries, meat, produce, dairy or bakery products, or any of these, for consumption off the premises unless such premises are presently so leased and used, and then, only for the present manner and size of operation or to the extent permitted by such Lease.

RAINBOW APPAREL (Fashion Cents): During the Term, and so long as Tenant is in full compliance with all of the terms and provisions of this Lease, Landlord shall not enter into a lease with any other tenant or occupant in the Shopping Center for the purpose of operating in the Shopping Center a business whose primary purpose is the sale of popular priced women's apparel under Thirty Dollars (\$30.00) such as, but not limited to, Dots, Simply Fashion or Holiday Fashion. The foregoing restriction shall not apply to (A) any premises within the Shopping Center, leased prior to the date of this Lease (B) any tenant or occupant selling primarily plus sizes, or (C) any premises containing more than Fifteen Thousand (15,000) square feet. "Primary business" or "selling primarily" means that such tenant or occupant derives more than fifteen percent (15%) of its revenue from the sale of such goods, or utilizes more than fifteen percent (15%) of its premises for the sale of such goods.

PORTER PAINT CO.: Lessor agrees that during the term of this Lease and any renewals thereof, it will not rent, convey or otherwise permit occupancy of, any portion of the real property of which Porter's premises form a part to anyone conducting a business which is the same as or closely similar

to or competitive with Porter's business.

RAINBOW APPAREL (Rainbow Kids): Landlord agrees not to lease space after November 24, 1992 in this center to any tenant using the "one price concept" or the "ceiling price concept" for the sale of ladies clothing during the term of this Lease and any extensions thereof.

SANG H. LEE D/B/A ABC BEAUTY SUPPLY: Provided that Tenant is not in default under this Lease, Tenant shall have the exclusive right to sell hair pieces, wigs and braid hair in the Shopping Center. Provided, however, the foregoing restriction shall not be applicable to Target or any tenants under leases who have the right to sell such items without Landlord's consent.

TERRIFIC PROMOTIONS (Dollar Tree Stores): So long as Tenant is not in default of any provision of this Lease, Tenant shall have an "exclusive" use for a closeout specialty store. Landlord will not sign any new leases for space in this center, for retail operations substantially similar to the operations conducted by Terrific Promotions, Inc.; namely a discount or closeout store offering general merchandise at low price points, (i.e. Dollar Time, Everything's A Dollar, Dollar Tree, Family Dollar, Big Lots, Dollar General and similar operations). This "exclusive" shall not apply to such operations currently located in the Shopping Center.

JEFFREY A. HEARN

ATTORNEY AT LAW

January 19, 2011

Via UPS Ground Delivery

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

Re: Claims of Keystone Plaza Associates

Dear Sir or Madam:

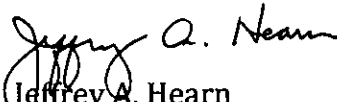
Enclosed please find an original and one copy (without attachment) of the following Proofs of Claim:

1. Claim of Keystone Plaza Associates with respect to Urban Brands, Inc.; and
2. Claim of Keystone Plaza Associates with respect to Large Apparel of Indiana, Inc.

Please file the Proofs of Claim in the UBI Liquidating Corp., et al. Bankruptcy case (Cause No. 10-13005 (KJC)) and return a file-marked copy of each Proof of Claim to me in the enclosed stamped self-addressed envelope.

Thank you for your assistance. If you have any questions, please feel free to contact me.

Very truly yours,


Jeffrey A. Hearn

Enclosures

cc: Don Schefmeyer
Scott Gray
Larry Davis
Karen Richardson