

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.

PRIMPAS

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, District of Delaware), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim.

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §§ 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §§ 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgement of Filing a Claim**

To receive acknowledgment of your claim filing, please enclose a stamped self-addressed envelope and a copy of this proof of claim. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.bmcgroup.com/UrbanBrands>

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

PLEASE SEND COMPLETED PROOFS OF CLAIM TO:**Via Regular U.S. Mail Via Overnight Courier**

BMC Group, Inc.	BMC Group, Inc.
Attn: Urban Brands	Attn: Urban Brands
Claims Processing	Claims Processing
P.O. Box 3020	18750 Lake Drive East
Chanhassen, MN 55317	Chanhassen, MN 55317

Lease Agreement Between:

Charles Primpas V Trusts and Metro Apparel of Massachusetts, Inc d/b/a Ashley Stewart

The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon execution and delivery thereof by both Lessor and Lessee. As this constitute a draft of this agreement, Lessor reserves right to further comment within six business days of receipt of document by Lessee

1) Parties:

Charles Primpas V Trusts, Lessor, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Metro Apparel of Massachusetts, Inc., Lessee, which expressions shall include their heirs, successors, and assigns where the context so admits, and the Lessee hereby leases the following described premises:

2) Premises:

Retail space located at 1621 - 23 Blue Hill Ave, Mattapan, MA (also known as 10 Fairway Street) containing approximately 3549 rentable square feet on street level, and together with the right to use adjacent basement as storage, stock, or office space.

3) Term:

The term of this Lease shall be five (5) years and one (1) month or sixty one (61) months commencing on or before April 1, 2007 or within Ninety (90) days from Lease signature with three (3) five (5) year options to renew lease. The rent shall commence upon possession from Lessor based upon below schedule in consideration toward the Lessee's improvements to the space and the buyout of the previous tenant.

Option Term: Lessee shall notify Lessor of their intent to renew lease by end of the 54th month of each lease term as set forth in Section 4.

4) Net Rent* Schedule:

Year 1- and 1 months (13 months) Net Rent shall be paid at reduced rate of \$3976.00 per month based on reimbursement of the construction time/allowance to Metro Apparel of Massachusetts, Inc. equal to \$39,375, and the buyout payment to previous tenant equal to \$11,700 by Metro Apparel of Massachusetts, Inc.

Year 2 Net Monthly Rent shall be \$8225.00 or \$98,700. Annual Net Rent
Year 3 Net Monthly Rent shall be \$8471.00 or \$101,652 Annual Net Rent
Year 4 Net Monthly Rent shall be \$8725.00 or \$104,700 Annual Net Rent
Year 5 Net Monthly Rent shall be \$8987.00 or \$107,844 Annual Net Rent

Option Periods:

Years 6 - 10 shall be at three (3%) percent increases per annum over Year 5 net rent
Years 11 - 15 shall be at three (3%) percent increases per annum over Year 10 net rent
Years 16 - 20 shall be at three (3%) percent increases per annum over Year 15 net rent

*net rent does not include Real Estate Taxes and Insurance

Base rent as above shall be due on the first of the month and shall be considered late after the fifth day of the month. Taxes shall be billed to Tenant by Landlord on a quarterly basis. Payment shall be due within ten (10) days from receipt of tax bill.

Utilities that are metered separately, are the responsibility of the Lessee; including, but not limited to the gas, and electric.

5) Additional Rent:

In addition to the net rents scheduled in Section 4; Lessee shall pay its proportionate share based on the Lessee's rentable square feet equal to approximately 15% of the building's 23,528 rentable square feet. The lessee will be provided with copies of real tax estate bills or any documents necessary to verify. Lessee shall receive invoices for payment, due within 30 days of receipt.

6) Security Deposit and Guarantees:

The Lease shall be secured by Urban Brands Inc. entity Guarantee; said Guarantee shall be a guarantee of performance for the duration of the initial Lease Agreement, unless otherwise released in writing by the Lessor.

7) Utilities:

The Lessee shall be responsible for the maintenance and up keep of all the utilities dedicated to servicing the Demised Premises. This shall include, but not be limited to, the maintenance and repair of the HVAC unit and accessories, electrical fixtures and service, water, sewer, plumbing and fixtures, gas service and related equipment. All utilities shall be maintained in good order, and bills for usage shall be paid promptly and kept current. The Lessor shall be notified of any discontinuance of service to the Demised Premises. The Lessee shall repair, service, replace, or perform any act necessary to maintain the utilities in good order within a reasonable time frame. Failure to do so will result in the Default of the Lease Agreement. Should interruption of utilities occur due to negligence of Landlord, Tenant may abate rent based on number of days of interruption.

8) Purpose and Use:

The Lessee shall have exclusive use of the Demised Premises for the purpose of Retail sales of Plus size women's apparel and accessories as currently found in other Ashley Stewart stores nationally. Within the building the Lessee, as well as all other tenants shall observe a non-compete agreement.

9) Compliance with the Laws:

The Lessee acknowledges that no trade or occupation shall be conducted on the Premises or use made thereof which will be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal by-law or ordinance in the City of Boston in which the premises are situated. Without limiting the generality of the foregoing: (a) the Lessee shall not bring or permit to be brought or kept in or on the premises or elsewhere on the Lessor's property any hazardous, toxic, inflammable, combustible, or explosive fluid, material, chemical, or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Law; and (b) the Lessee shall comply with all laws, ordinances, rules, and regulations and all insurance and health regulations applicable to the premises and use thereof. (c) any and all work, repairs, or improvements shall be in strict compliance with the building codes and the rules and regulations of all state and local authorities.

10) Maintenance, Condition, and Alteration of the Premises:

The Premises are being leased 'as is'. The Lessor shall deliver the two spaces with an HVAC system in good working order. The bathrooms shall be in working order. The Lessee shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. It is the responsibility of the Lessee to maintain and repair, if necessary, the glass and the doorways to its demised premises. The HVAC (heating, ventilation, air conditioning) shall be inspected and made operational at the inception of the lease, by the Lessor; thereafter it is the responsibility of the Lessee to maintain, repair, or replace the HVAC systems.

During the term of the lease, the Lessee shall store all trash within the demised space and remove same from the premises regularly. It is the responsibility of the Lessee to maintain the Demised Premises free of pests and rodents. If necessary, the Lessee shall be responsible to maintain extermination services as required. The Lessee shall not prepare or store food on the premises.

The Lessee shall improve the premises by combining the two spaces and to be built out in the manner of the other Ashley Stewart stores.

The Lessee shall not make structural alterations or additions to the Premises, unless Lessor consents thereto in writing, which consents shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the Lessees' expense and shall be of a quality at least equal to the present construction. Lessees' work and repairs shall be in accordance and in compliance with all applicable laws, ordinances and regulations of any public authority having jurisdiction. Lessee shall not permit any mechanics lien, or similar lien, to remain upon the Premises in connection with any work performed or claimed to have been performed at the direction of the Lessee. Any alteration or improvement to the Premises made by the Lessee shall become the property of the Lessor at the termination of the Lease as provided herein. Tenant shall not require consent or approval of any repairs to premises under \$10,000.

Landlord shall be responsible for removal of asbestos as well as any other materials deemed to be harmful existing prior to Tenant's possession of premises. Tenant shall be responsible for only those items introduced to property after possession, during their tenancy.

Landlord warrants and represents that 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 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 and shall continue to remain 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 situate, or the United States government.

11) Fire Insurance:

The Lessee shall not permit any use of the Premises which will make voidable any insurance on the property or which shall be contrary to any regulation established by the New England Fire Insurance Rating Association or similar body.

12) Assignment; Subleasing, and Cancellation:

The Lessee shall not assign or sublet in whole or part the Premises without the Lessor's prior written consent, such consent not to be unreasonably withheld or delayed. Notwithstanding such consent, Lessee and any guarantees shall remain liable to the Lessor for the payment and performance of all rents and covenants and conditions of the Lease; unless otherwise agreed in writing. Any sublease of premises shall not be in competition with existing tenants' concepts.

Lessee shall have right to cancel the lease in the fifth lease year upon 90 days written notice should Lessee not achieve gross sales of \$1 million.

13) Subordination

This Lease shall be subject and subordinate to any and all mortgage, deeds of trust, and other instruments in the nature of a mortgage, now or any time hereafter a lien or liens on the property of which the Premises are a part and the Lessee when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages or other instruments in the nature of a mortgage, Lessee to execute, acknowledge, and deliver any and all further instruments required to effect any such subordination, if required by any holder of such mortgage.

14) Lessor's Access; Quiet Enjoyment:

The Lessor or agents of the Lessor, may, at reasonable times, and with prior notice to lessee's home office except in emergency, enter the premises to make necessary repairs.

The Lessees' use of the Premises shall not unreasonably interfere with other businesses located within the building containing the Premises.

The Lessor may show the Premises to prospective tenants for letting any time within three months before the expiration of the Lease term. The Lessor may affix a sign to any mutually suitable part of the Premises as its intention to sell or lease the premises.

15) Lessee Liability Insurance:

The Lessee shall maintain with respect to the Premises and the property, of which the Demised Premises are a part, comprehensive public liability insurance in the amount of \$2,000,000, with property damage insurance in minimal limits of \$500,000, with responsible companies qualified to do business in Massachusetts and in good standing therein and naming the Lessor as additional insured, as well as the Lessee against injury to persons or damage to property. The Lessee shall deposit with the Lessor certificates for such insurance prior to the commencement of the term, and thereafter annually. All such insurance certificates shall provide that such policies shall not be cancelled without at least 30 days notice to the named insured.

16) Indemnification and Liability:

The Lessee shall defend, indemnify, and hold harmless the Lessor and its employees from and against any liability, claims, losses, or expenses, arising out of the Lessee's operation, actions, conduct or omissions. All of the lessee's goods, effects and property shall be upon the premises at the sole risk and expense of the lessee and in no case shall the lessee make any claims against the Lessor for any loss or damage thereto however caused unless said loss or damage is caused by willful, intentional or negligent act, of the Lessor.

The Lessor shall defend, indemnify, and hold harmless the Lessor and its employees from and against any liability, claims, losses, or expenses, arising out of the Lessor's operation, actions, conduct or omissions. In no case shall the Lessor make any claims against the Lessee for any loss or damage thereto however caused unless said loss or damage is caused by willful, intentional or negligent act, of the Lessee.

17) Fire, Casualty – Eminent Domain

Should a substantial portion of the premises or of the property of which they are a part, be substantially damaged by fire, casualty, or destruction, or be taken by eminent domain, the Lessor may elect to immediately terminate this Lease. When such an event renders the premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if: a.) the Lessor fails to give notice within thirty days of intention to restore the premises; b.) the Lessor fails to restore the premises to a condition substantially suitable for their intended use within 90 days of said event.

The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the premises for any taking by eminent domain, except for damages or injury to the Lessees' fixtures, property, or equipment. Under no other

circumstances shall there be an abatement of the base rent.

In no event shall Lessor have any obligation to make any repairs or perform any restoration work under this paragraph if prevented from doing so by reason of any cause beyond its reasonable control, including without limitation, the requirements of any applicable laws, codes, ordinances, rules or regulations. All such repairs shall be made at the expense of the Lessor, but Lessor shall not be required to expend for such repairs any amount in excess of the net insurance proceeds actually received by the Lessor by reason of such damage to or replacement of repair of Lessees business or for damage to or replacement to or repair of the Lessees' personal property (including but not limited to inventory, fixtures, floor covering, furniture) such replacement or repair to be undertaken by the Lessee at the Lessees' expense. In no event shall the Lessor be liable to the Lessee for indirect or consequential damages under this or any other provision.

18) Condemnation:

a. Rights of Termination for Taking

If the premises, or such portion thereof as to render the balance (if constructed to the maximum extent practicable in the circumstances) physically unsuitable for the Lessee's purposes, shall be taken by condemnation or the right of eminent domain (including a temporary taking in excess of one hundred eighty days(180 days), the Lessor of the Lessee shall have the right to terminate this Lease by notice to the other of its desire to do so, provided that such notice is given not later than thirty(30)days after the Lessee has been deprived of possession.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease not be terminated in accordance with the foregoing provisions, the Lessor shall, promptly after the determination of the Lessor's award account thereof, expend so much as necessary to an architectural unit that is reasonably suitable to the uses of the Lessee permitted hereunder. Should that not amount so awarded to the Lessee be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of the Lessor, the Lessee may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or may terminate this Lease by giving notice to the Lessee not later than a reasonable time after the Lessee has determined the estimated cost of such restoration.

b. Payment of Award

The Lessor shall have and hereby reserves and expects, and lessee hereby grants and assigns to the Lessor, all rights to recover damages to the Premises, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrued by reason of such taking or damage, as aforesaid.

19) Default and Bankruptcy:

In the event that:

- a. The Lessee shall be in default if it fails to make the payment of any installment of Rent or other such monetary sum herein specified, and such default shall continue for five (5) days after written notice from Landlord;

- b. The Lessee shall be in default if the observance or performance of any other of the Lessee's covenants, agreements or obligations hereunder and such default shall not be corrected within seven (7) days after written notice thereof, or
- c. The Lessee, or any guarantor, shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Lessee's property for the benefit of creditors;

Then the Lessor shall have the right thereafter, while such defaults continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease has ended, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of Rent or other default. Upon such entry, the Term shall terminate, all executors' rights of Lessee and all obligations of Lessor under this Lease shall immediately cease and Lessor may expel Lessee and all persons guilty of trespass and without prejudice to any other remedies available for arrears of rent or other breach. Lessee waives any statutory or equitable rights in the nature of further cure or redemption. Lessor, may, without notice, store Lessee's effects (and those of any person acting under Lessee) at the expense and risk of Lessee, or if Lessor so elects, Lessor may sell such effects at public auction or at private sale after seven (7) days' notice addressed to Lessee at the Premises and apply the net proceeds to the earliest installments of rent or other charges owing Lessor. Lessee agrees that a notice by Lessor alleging any default shall, at Lessor's option (the exercise of such option shall be indicated by the inclusion of the words "notice to quit" in such notice), constitute a statutory notice to quit and waives any further notices to quit or of intention to re-enter and any grace periods provided for herein shall run concurrently with any statutory notice periods. Both parties waive trial by jury in any action to which they are parties. Lessee further agrees not to interpose any counterclaim or set-off in any summary process proceeding or in any action based in whole or in part on non-payment of rent. The Lessee, and any guarantor, shall indemnify the Lessor against all loss of rent and other payments, which the Lessor may incur by reason of such termination during the residue of the Term, including broker's commission in re-letting the Premises.

If the Lessee shall default in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of the Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, interest at the rate of eighteen (18%) percent per annum and costs, shall be paid to the Lessor by the Lessee as additional Rent. In the event Lessee is in default hereunder, Lessee shall pay all of Lessor's reasonable attorney's fees and costs incurred by the Lessor in enforcing any legal right of Lessor hereunder, including, but not limited to, instituting, prosecuting or defending any legal action.

Any notice from the Lessor to the Lessee relating to the Premises, or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed, or, if mailed to the Premises, registered or certified mail return receipt requested, postage prepaid, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the Premises, or to the occupancy thereof, shall be deemed duly served, if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at such address as the Lessor may from time to time advise in writing.

21) Surrender:

The Lessee shall at the expiration or other termination of this Lease remove all Lessee's goods and effects from the Premises exclusive of carpeting, demising partitions, and cash wrap desk but including without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Premises. Tenant shall leave the Premises in broom-clean condition. Lessee shall deliver to the Lessor the Premises and all keys and locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the same condition as they were at the commencement of the term, or as they were put in the term hereof, reasonable wear and tear and damage by fire or other casualty only accepted. In the event of the Lessee's failure to remove any of the property from the premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22) Lessee Insurance Condition:

Lessee shall maintain fire and casualty insurance of a value equal to the value of Lessee's equipment, inventory and fixtures. Lessee shall furnish a copy of same to Lessor upon demand.

23) No Warranties by Lessor:

Lessor makes no representations or warranties other than those contained in the Lease.

24) Insurance Endorsement:

Lessor and Lessee hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties to the extent of the Coverage any insurance, except of such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Lessor and Lessee each agree that it will require its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charge therefore, each party shall advise the other thereof and may pay the same, but shall not be obligated to do so. Lessor and Lessee each agree to notify the other party promptly should such a clause or endorsement cease to be in force.

25) Acceptance of Rent, No Prejudice:

No payment by Lessee or receipt by Lessor of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earlier stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity. Lessee agrees to pay Lessor \$100.00 as liquidated damages for each time a check is dishonored in addition to any interest which accrues on any unpaid amount. Said sum shall not preclude Lessor from exercising any other right or remedy hereunder.

26) Personal Liability:

If Lessor shall at any time be an individual, joint venture, tenancy in common, firm or partnership (general or limited), a trust or trustees of a trust, or any other form of legal entity, it is specifically understood and agreed that there shall be no personal liability of the Lessor or any joint venture, tenant, partner, trustee, shareholder, beneficiary or holder of a beneficial interest under any provision hereof or arising out of the use or occupation of the Premises by Lessee. If Lessor shall fail to perform any covenant, term or condition of this Lease upon Lessor's part to be performed, and as consequence of such default, Lessee shall recover money judgment and levy thereon against the right, title and interest for any deficiency. It is agreed that in no event shall Lessee have any right to levy execution against any property of Lessor other than his interest in said building and the rents or other income therefrom as herein before expressly provided. In the event of sale or other transfer of Lessor's right, title and interest in said building, Lessor shall be released from all liability and obligations hereunder and after said sale or transfer the new buyer or transferee shall be liable for the performance and observance of the terms and conditions contained herein.

27) Broker:

Lessee warrants and represents that it has dealt only Urban/ Born Associates (broker) and Denneberg Realty Advisors (broker) in connection with this property and this lease. The Lessee shall indemnify the Lessor against claims and demands of any other broker arising out of this lease, including without limitation all costs and expenses of the Lessor in defending such claim. Lessor is responsible for payment of any commissions to above brokers only.

28) Lessee Holdover:

Any holding over by Lessee after the expiration of the Term of this Lease shall be treated as a tenancy at sufferance at one and one half the rent and other charges herein set forth and shall otherwise be on the terms and conditions set forth in this Lease, as far as the same are applicable, except that such holding over shall be on a month-to-month basis.

29) Condition of Premises:

Except as may be otherwise expressly set forth herein, the Lessee shall accept the Premises "as is".

30) Force Majeure

In the event that the Lessor is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the Lessor, the Lessee shall not be liable to the Lessee therefore nor, except as expressly otherwise provided in case of casualty or taking, shall the Lessee be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the Lessee that such failure constitutes actual or constructive eviction from the Premises or any part thereof.

31) When Lease Becomes Binding:

The submission of this document for examination does not constitute an offer to lease, or a reservation, or option for, the premise, and this document shall become effective and binding only upon execution and delivery thereof by both Lessor and Lessee.

32) Severability:

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be decreed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or in 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 Lease shall be valid and be enforceable to the fullest extent permitted by law.

33) Joint and Several Successor Liability:

The word "Lessee" or "Tenant" and the pronouns thereto shall be applicable to any guarantor of this Lease; and if there is more than one Lessee, the covenants of Lessee shall be the joint and several obligations of each of them, and if Lessee is a partnership, the covenants of Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as herein otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns, respectively of Lessor and Lessee.

34) Miscellaneous:

Signs – The Lessee may install signs in the exterior perpendicular existing illuminated light box as well as existing sign band. All signs are subject to a mutually agreed upon design and plan. The Lessor shall be the final arbiter of any plan. All signs shall be provided at the expense of the lessee. All signs shall be in compliance and approved by appropriate permitting agencies for City of Boston.

35) Estoppel Certificates:

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgages, prospective purchasers or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, and without charge, will promptly furnish a written statement on the status of any matter pertaining to this lease.

36) No Partnership:

Lessor shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venture of Lessee or any party associated with Lessee in the conduct of its business or otherwise.

37) Descriptive Headings:

The section headings throughout this Instrument, if any, are for convenience and reference only and the words contained therein shall in no way be held to limit, define or describe the scope and intent of this Lease or in any way affect this Lease.

38) Lessor's Expense in Enforcing Lessee's Obligations:

Lessee shall pay to Lessor upon demand, Lessor's expenses, including reasonable attorney's fees, incurred in enforcing any of the Lessee's obligations under this Lease, including the obtaining of possession of the Demised Premises after becoming entitled to do so under the provisions hereof or under laws.

39) Notification and Monthly Rent Payment Address:

Lessor shall receive any notifications and monthly rent payments from tenant to the following address:

Charles Primpas
Charles Primpas V Trust
348 Truman Parkway
Milton, MA 02186

Lessee shall receive any notification from Lessor at the following address:

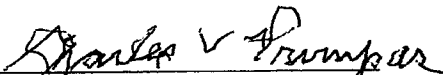
Metro Apparel of Massachusetts, d/b/a Ashley Stewart
c/o Urban Brands, Inc.
100 Metro Way
Secaucus, NJ 07094

40) Entire Agreement:

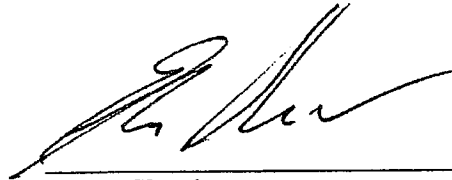
This instrument contains the entire and only agreement between the parties. This Lease shall not be modified in any way except by a writing executed by both parties.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seal this 22 day of May 2007.

LESSOR:

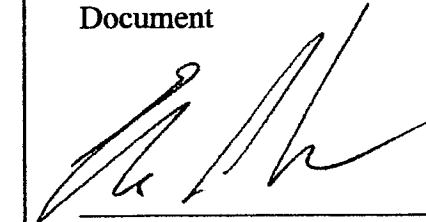

Trustee for Charles Primpas V Trusts

LESSEE:


Ethan Shapiro
Designated Official for Metro
Apparel of Massachusetts, Inc.

GUARANTOR:

As stated in Section 6 of Lease
Document


Ethan Shapiro
President/CEO
Urban Brands, Inc.

AGREEMENT

This Agreement (the "Agreement") is entered into as of this ^{marked} 23 day of ~~February~~, 2007 by and between Royce Specialty Shops, Incorporated ("Tenant"), and Primpas Brothers Trust ("Landlord") with a principal place of business at 348 Truman Highway, Milton, MA 02186 and Metro Apparel of Massachusetts, Inc. ("Metro") with a principal place of business at 100 Metro Way, Secaucus, New Jersey, 07094.

WHEREAS, Tenant is a tenant at commercial premises owned by Landlord and located at 1623 Blue Hill Avenue, Mattapan, MA (the "Premises");

WHEREAS, Tenant has for over twenty-eight years operated a retail business from the Premises;

WHEREAS, Landlord desires that Tenant vacate the Premises so that Landlord might lease the Premises to Metro;

WHEREAS, Tenant has agreed to vacate the Premises, upon the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord and United do hereby agree as follows:

1. Surrender of Possession of Premises. Tenant agrees that it shall surrender possession of the Premises to Landlord on ~~February~~ ^{April 2} 20, 2007. Tenant agrees to remove all of Tenant's personal property from the Premises, including the basement of the Premises, and to leave the Premises in a broom clean condition. Landlord shall be entitled to inspect the premises prior to its surrender by Tenant to insure that Premises is in broom clean condition. Landlord's acceptance of the Premises from Tenant will constitute the Landlord's

acknowledgement that Tenant has complied with this Paragraph and surrendered the Premises in the required condition and shall estop Landlord from later claiming that the Premises was not surrendered in broom clean condition.

2. Payment to Tenant. METRO agrees to pay Tenant the total sum of \$11,700 to vacate the Premises which sum will be paid to Tenant in equal monthly installments of \$1,950 per month over a six-month period beginning on April 1, 2007 and ending in September 2007. The monthly installments shall be payable no later than the 10th day of each month.

3. Mutual Releases. Effective upon the final payment to Tenant as contemplated above in Paragraph 2, Tenant remises, releases and forever discharges Landlord and Metro from all debts, demands, actions, causes of actions, suits, accounts, damages, claims and liabilities of any kind, type, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, absolute or contingent, that Tenant may now have or may ever have had from time immemorial to the execution of this Agreement arising out of or related to the Tenant's tenancy at the Premises.

Effective upon the surrender of the Premises to Landlord as contemplated above in Paragraph 1, Landlord remises, releases and forever discharges Tenant from all debts, demands, actions, causes of actions, suits, accounts, damages, claims and liabilities of any kind, type, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, absolute or contingent, that Landlord may now have or may ever have had from time immemorial to the execution of this Agreement arising out of or related to the Tenant's tenancy at the Premises.

The foregoing release shall not affect the right of Tenant or Landlord to enforce this Agreement.

4. Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties and supersedes all other agreements and negotiations. No change, modification or amendment of this Agreement shall be effective unless it is in writing and signed by the parties.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6. Counterparts. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original for all purposes.

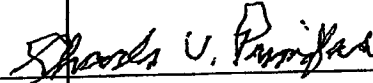
WITNESS the execution hereof, under seal, as of the date and year first above written.

ROYCE SPECIALTY SHOPS,
INCORPORATED ,



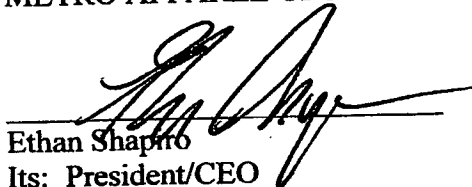
Paul Finkle:
Its: President

PRIMPAS BROTHERS TRUST



Its: Trustee
Hereunto duly authorized

METRO APPAREL OF MASSACHUSETTS, INC.,



Ethan Shapiro
Its: President/CEO
Hereunto duly authorized

URBAN BRANDS®

INVESTING IN URBAN AMERICA

100 METRO WAY O SECAUCUS O NJ O 07094

Rusty Stead
Administrative Assistant
Phone: (201) 319-9093 x 2151
Fax: (201) 319-1173

March 21, 2007

Annette L. Born
Urban/Born Associates
50-1 White Place
Brookline, MA 02446

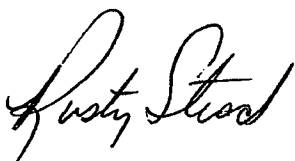
Re: Ashley Stewart located @ 1621-1623 Blue Hill Avenue, Mattapan, MA

Dear Ms. Born,

Enclosed with signatures are three (3) original copies of the lease document for the above-referenced location. Kindly return one (1) executed original to my attention.

Urban Brands is excited about opening up in your center.

Sincerely,



Rusty Stead
Administrative Assistant

/rs

enclosures

cc: file