IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
	Ś	Onap III T
UBI Liquidating Corp, et al.,	j j	Case No. 10-13005 (KJC)
-)	
Debtors.)	Jointly Administered
)	

MSKP ORLANDO SQUARE, LLC'S REQUEST FOR PAYMENT OF ADMINISTRATIVE CLAIM

MSKP Orlando Square, LLC ("Landlord") hereby files the Request for Payment of Administrative Claim, as follows:

- 1. The Landlord, as lessor, and Large Apparel of Florida, Inc. ("Large Apparel"), as lessee, are parties to that certain Retail Lease dated January 15, 2009 (the "Lease"). Under the terms of the Lease, the Landlord rented to Large Apparel certain premises comprising a portion of the Orlando Square Shopping Center at 1700 West Sand Lake Road, Orlando, Florida (the "Premises").
- 2. In order to induce Landlord into renting the Premises to Large Apparel, entities related to Large Apparel who are co-Debtors in this bankruptcy case executed certain guarantees in favor of Landlord. Attached to the Lease are the guarantees (the "Guarantees") of all obligations owed by the Debtor under the Lease that were executed by the Debtor's parent company and co-debtor in this bankruptcy case Urban Brands, Inc. ("Urban Brands"), and an affiliate of the Debtor and co-debtor in this jointly administered bankruptcy case Marianne USPR, Inc. ("Marianne").
- 3. Prior to the bankruptcy filing, Large Apparel defaulted under the terms of the Lease for failure to pay certain rent and other charges under the Lease.

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- 4. On September 21, 2010 (the "Petition Date"), the Debtor filed for protection under chapter 11 of the Bankruptcy Code. During the bankruptcy case, the Lease was rejected by the Debtor as of November 29, 2010 (the "Rejection Date").
- 5. On January 17, 2011, Landlord served and filed three separate proofs of claim asserting claims against Large Apparel under the Lease, and Marianne and Urban Brands under the Guarantees. Included in these claims is a sizable unsecured claim for rejection damages and an administrative expense claim for postpetition rent and charges in the amount of \$23,032.18. While preparing this Request, Landlord determined that it had slightly miscalculated the amount of its administrative claim in its proof of claims. Thus, the administrative expense claim has been adjusted from \$23,032.18 to \$26,941.45 (the "Administrative Expense Claim"), which reflects the amount owed for rent and charges incurred between the Petition Date and the Rejection Date and continue to remain due and owing under the Lease and Guarantees. See Declaration of Steven A. Messing, attached hereto as Exhibit 1.
- 6. Under section 365(d)(3) of the Bankruptcy Code, the Debtors are required to pay all amounts due and owing for the time period between the Petition Date and the Rejection Date as an administrative Expense Claim In addition, by continuing to provide possession of the premises under the Lease, the Administrative Expense Claim reflects a cost and expense that was necessary to preserve the bankruptcy estates of Large Apparel, Marianne, and Urban Brands and should be allowed and paid as a priority Administrative Expense Claim under section 503(b)(1) of the Bankruptcy Code.

WHEREFORE, Landlord files this request for allowance and payment of the Administrative Expense Claim in its full amount plus, as applicable, interest and attorneys' fees incurred in seeking allowance and payment of the Administrative Expense Claim and any other relief the Court deems just.

Dated: December 29, 2011

CONNOLLY BOVE/LODGE & HUTZ LLP

Karen C. Bifferato (#32/9) The Nemours Building 1007 North Orange Street P.O. Box 2207 (19899) Wilmington, DE 19801

Telephone: (302) 658-9141 Facsimile: (302) 658-0380 Email: kbifferato@cblh.com

-and-

James A. Timko, Esquire SHUTTS & BOWEN LLP 300 S. Orange Avenue, Suite 1000 Orlando, Florida 32801 Telephone: (407) 423-3200 Facsimile: (407) 425-8316

Email: JTimko@shutts.com

Attorneys for Landlord, MSKP Orlando Square, LLC

#4597404

EXHIBIT 1

DECLARATION OF STEVEN A. MESSING

I, Steven A. Messing, declare as follows:

- 1. I am the President of Kitson & Partners (Realty), LLC ("Kitson") property manager for MSKP Orlando Square, LLC (the "Landlord") and President of Landlord. I make this declaration in support of the Landlord's Request for Payment of Administrative Expense Claim (the "Request for Payment"), and if I was called as a witness, I could and would competently testify to the facts set forth below under oath.
- 2. As part of my duties, I am responsible for overseeing the leasing and collection efforts of the Landlord. As such, I have access to the Landlord's documents, books and records (collectively, "Records") regarding its transactions (defined below). The Records were made and kept by the Landlord in the ordinary course of the Landlord's business or near the time of the act, condition or event of which they are a record, and were made by persons who had a business duty to the Landlord to make such records.
- 3. By virtue of my position as President of Landlord and Kitson, my custodianship of the Records, and my own personal knowledge, I have knowledge regarding the Landlord's transactions with the Landlord, including the Lease (defined below) and the obligations due and owing there under.
- 4. The Landlord, as lessor, and Large Apparel of Florida, Inc. (the "Large Apparel"), as lessee are parties to that certain Retail Lease dated January 15, 2009 (the "Lease"). Under the terms of the Lease, the Landlord rents to the Debtor certain premises comprising a portion of the Orlando Square Shopping Center at 1700 West Sand Lake Road, Orlando, Florida (the "Premises").

- 5. Attached to the Lease are guarantees (the "Guarantees") of all obligations owed by the Debtor under the Lease that were executed by the Debtor's parent company and co-debtor in this bankruptcy case Urban Brands, Inc. ("Urban Brands"), and an affiliate of the Debtor and co-debtor in this jointly administered bankruptcy case Marianne USPR, Inc. ("Marianne").
- Prior to the bankruptcy case, the Debtor defaulted under the terms of the Lease for failure to pay certain rent and other charges under the Lease.
- 7. On September 21, 2010, the Debtor filed for protection under chapter 11 of the Bankruptcy Code (the "Petition Date"). During the bankruptcy case, the Lease was rejected by the Debtor as of November 29, 2010 (the "Rejection Date").
- 8. On January 17, 2011, Landlord served and filed three separate proofs of claim asserting claims against Large Apparel under the Lease, and Marianne and Urban Brands under the Guarantees. Included in these claims are a sizable unsecured claim for rejection damages and an administrative expense claim for postpetition rent and charges. For time period between the Petition Date and the Rejection Date, \$26,941.45 remains due and owing under the Lease and Guarantees. True and correct copies of each of the proofs of claim referred to herein as well as true and correct copies of the Lease and Guarantees which are attached to the proofs of claim are attached hereto as Exhibits "A", "B", and "C", respectively.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 28, 2011, at Palm Beach Gardens, Florida.

STĚVEN A. MESSING

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CERTIFICATE OF SERVICE

I, Karen C. Bifferato, hereby certify that on the 29th day of December, 2011, I served a true and correct copy of the foregoing upon the parties listed below in the manner indicated.

Karen C. Bifferato (#3279)

VIA HAND DELIVERY

Mark D. Collins, Esquire
Paul Heath, Esquire
Richards, Layton & Finger, P.A.
920 North King Street
Wilmington, DE 19801

Tobey M. Daluz, Esquire Leslie C. Heilman, Esquire Ballard Spahr LLP 919 N Market Street, 12th Floor Wilmington, DE 19801

EXHIBIT A

B 10 (Official Form 10) (12/08)			
United States Bankruptcy Court District of Delaware		PROOF OF CLAIM	
Name of Debtor: Large Apparel of Florida, Inc.	Case Numl 10-1302	26 (KJC)	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement udministrative expense may be filed pursuant to 11 U.S.C. § 503.	of the case. A	request for payment of an	
Name of Creditor (the person or other entity to whom the debtor owes money or property): MSKP Orlando Square, LLC		his box to indicate that this	
Name and address where notices should be sent:	claim ar claim.	mends a previously filed	
MSKP Orlando Square, LLC c/o James A. Timko Shutts & Bowen LLP, 300 South Orange Ave. Suite 1000 Orlando, FL 32801		Court Claim Number: (If known)	
Telephone number:	Filed on:_		
Name and address where payment should be sent (if different from above):	☐ Check ti	his box if you are aware that	
JAN 17 2011	anyone o	else has filed a proof of claim to your claim. Attach copy of at giving particulars.	
Telephone number: BMC GROUP		his box if you are the debtor e in this case.	
1. Amount of Claim as of Date Case Filed: \$ 484,144.64	5. Amount	t of Claim Entitled to	
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	one of the following categories,		
If all or part of your claim is entitled to priority, complete item 5.	check th	e box and state the	
☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	Specify the priority of the claim.		
2. Basis for Claim: _(see attached)	Domesti	c support obligations under C. §507(a)(1)(A) or (a)(1)(B).	
(See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor:		salaries, or commissions (up	
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	to \$10,9 before fi	150*) earned within 180 days iling of the bankruptcy or cessation of the debtor's	
 Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. 		s, whichever is earlier – 11 507 (a)(4).	
Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:	plan – 11	tions to an employee benefit U.S.C. §507 (a)(5).	
Value of Property:\$ Annual Interest Rate%	Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or		
Amount of arrearage and other charges as of time case filed included in secured claim,		d use 11 U.S.C. §507	
if any: \$ Basis for perfection:			
Amount of Secured Claim: \$ Amount Unsecured: \$		penalties owed to ental units – 11 U.S.C. §507	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	Other - S	pecify applicable paragraph	
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of		S.C. §507 (a)(2_). nt entitled to priority:	
a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)	s	23,032.18	
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		e subject to adjustment on	
If the documents are not available, please explain:		very 3 years thereafter with ses commenced on or after diustment.	
Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the crother person authorized to file this claim and state address and telephone number if different from the address above. Author copy of power of attorney, if any.	editor or	FOR COURT USE ONLY Urdan Brands	
James A Timble - Afformer For MSKP Ortante Source LLC	ı		

ATTACHMENT TO PROOF OF CLAIM

Case No. 10-13026 (KJC)

MSKP Orlando Square, LLC ("Claimant")

Large Apparel of Florida, Inc. ("Debtor")

Claimant asserts the following claims against the Debtor:

The Lease and Bankruptcy

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

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

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

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

The Claim

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

Claimant reserves the right to amend, modify or supplement this Proof of Claim. Each and every document attached to this Proof of Claim is incorporated by reference and made a part of this Proof of Claim as fully set forth herein. Claimant asserts any cross or counterclaim it may possess arising under or in connection with the operative documents and all other rights and

remedies it may have in law or in equity, including the right to seek payment of any administrative expense claim or any other appropriate contested matter or adversary proceeding. Nothing herein is intended or will be deemed a waiver of any rights that the Claimant has against any third-party. Further, if it is determined that this claim is owed by any other jointly administered co-debtor, Claimant asserts this claim in that bankruptcy case as well

EXHIBIT "A"

RETAIL LEASE

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

I. Background

- 1.1 Sand Lake OBT, LLC ("Original Landlerd") and Marisons USPR, Inc. crosred into that certain Lease dated June 19, 2006 (the "2006 Lease") for the leased premises knows as Store No. D116-D114, Oriendo Square Shopping Center, 1700 West Sand Lake Road, Oriendo, Florida, as more penticularly described in the 2006 Lease.
- 1.2 : Landlord is successor in interest and title to the Original Landlord and is the owner and holder of the Original Landlord's interest under the 2006 Lesse.
- 1.3 Marianne USPR, Inc. assigned all of its right, title, and interest under the 2006 Lease to MadRag Clothing of Orlando Square LLC by that carrain Lease Assignment and Assumption Agreement desset July 31, 2008. Landlord consented to such assignment. MadRag Clothing of Orlando Square LLC defaulted under the 2006 Lease by failing to pay the rent due and abandoning the Leased Premises (as defined below).
- 1.4 Mariama USPR, Inst. and Tenant are both wholly owned subsidiaries of Urban Brands, Inst., the Quaramor under the 2006 Lease.
- 1.5 Landlord desires to re-lease to Tenant, and Tenant desires to re-lease from Landlord, the Leased Premises (as defined below) under the same terms and conditions of the 2006 Lease, subject to provisions of this Lease.
- 2. Definitions. The capitalized terms used but not defined in this Lease shall have the same definitions given to them in the 2006 Lease, unless the context clearly indicates a contrary intent. For purposes of this Lease, the terms "Date of this Lease" shall mean the date on which this Lease is executed by the last one of the perties to do so.
- 3. Notice Addresses. All notices to Tenent under this Lease shall be sent to Urban Brands, Inc., Attention: Corporate Real Estate Dept., 100 Metro Way, Secancus, NJ 07094. All notices to Landlord under this Lease shall be sent to MSKP Orlando Square, LLC, Mr. Timothy F. Vallace, Vice President Leasing, Kitson & Partners, LLC, 4500 PGA Bouleverd, Suite 400, Palm Beach Gardens, Florida 33418, Attention: Legal Department.
- Landlord's Pryment Address. All payments to be made to Landlord under the Lesse shall be sent to MSKP Oriendo Squere, LLC, P.O. Box 919093, Orlando, Florida 32891-9093, Attention: Accounts Receivable, Property No. 811.
- 5. Leased President. Landlord leases to Tenant, and Tenant leases from Landlord, Suite/Bay No. D116-D114, Orlando Square Shopping Center, 1728 West Sand Like Road, Orlando, Florida 12809, as more particularly described in the 2006 Lease (the "Leased President") under the terms, coverants, conditions, and provisions set forth in this Lease.

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. Restal Payments.

- 6.1 General. The Rental payments due under this Lease shall continue to be due at the same rental rates in effect under the 2006 Lease (Sections 1.1(I) and 3.1(A) as to Fixed Rent, 3.1(B) as to Percentage Rent, 1.1(L)(a) and 4.3 as to Common Area Maintenance Contribution, 1.1(L)(b) and 10.2 as to Taxes, and 1.1(L)(c) and 10.5 as to Insurance, collectively referred to in this Lease as "Rental Payments").
- 6.2 Reset Deforment. Provided Tenset is not in default beyond any applicable grace period and Tenset is continuously operating in the Lessed Premises as an Ashley Stewart or other Urban Brands retail store, Landlord agrees to defar 50% of the Rental Psyments (the "Defarred Rent") until June 30, 2011. Tenset shall commence the full Rental Psyments and pay the lump sum of all accrued Deferred Rent on the curler to occur of: (i) July 1, 2011, (ii) the date Tenset is in default of the Lesse beyond any applicable cure period, (iii) the date Tenset cosses operations in the Lessed Premises as to the commencement of full Rental Psyments under the Lesse, and 30 days following the date that Tenset cesses operations in the Lessed Premises as to the accrued Defarred Rent, (iv) Tenset's transfer of this Lesse to an entity that is not directly affiliated with Tenset, or to an entity that is not directly affiliated with Tenset, or to an entity that is affiliated with Tenset, but does not have a net worth that is equal to or greater than Tenset's net worth.
- 7. 2086 Lease Delinquency Pryment. Tenant shall pay the additional sum of \$20,874.00 to Landlord by April 1, 2009, which is the encount currently due and owing under the 2006 Lease. Tenant shall also pay when due the Common Area Maintenance Contribution, Taxes, Insurance, or any other amounts that may be owed under the 2006 Lease for the period prior to the Commencement Date (as defined below) of this Lease. Such payment shall be considered additional rent under this Lease.
- Lease Term. The Lease Term and Tenun's obligation to pay the Rental Psyments for the Leased Premises shall commence on January 31, 2009 (the "Communicament Date"), and shall expire on August 31, 2016, as extended or soomer terminated under the terms of the Lease.
- 9. Gross Leasable Area of the Leasad Premises is 6,680 square fest. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.
- 10. Condition of Leased Premises, Landlord has made no representation or promise as to the condition of the Leased Premises, Landlord shall not perform any alterations, additions, or improvements in order to make the Leased Premises suitable for Tenant. Tenant shall not receive any tenant finish work allowance for the Leased Premises. Tenant has inspected the Leased Premises, in fully familiar with the physical condition of the Leased Premises, and shall accept the Leased Premises where is, and with all faults". Landlord shall not be liable for any leases or patent defect in the Leased Premises.
- 11. Incorporation of Terms of 2006 Lease. Subject to the provisions of this Lease, the terms and provisions of the 2006 Lease are incorporated into this Lease by this reference as if fully set forth in this Lease. In the event of any conflict between the provisions of the 2006 Lease and the provisions of this Lease, the terms of this Lease shall control. As to the provisions of the 2006 Lease which are incorporated into this Lease, the following changes (applicable to this Lease only) are made:
 - 11.1 The last paragraph of subsection 1.1(1) dealing with the "Rent Credit" is deleted.

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

- 11.3 As to subsection 1.1(O)(2) (Minimum Gross Sales Clause), should Tenent exercise its option to terminate under the terms of this subsection, Tenent shall provide simultaneously with its notice to terminate to Landlord the payment in full of all accrued Deferred Rent through the date of termination.
- 11.4 · Section 15.8 (Operation) is deleted. Notwithstanding anything to the contrary in the 2006 Lease (i) Tenset shall be open and operating, fully fixtured, stocked with "in season" merchandise, and staffed in the Leased Premises pp. later than Leasen 11, 2002; and (ii) throughout the Lease Term, Tenset shall actively conduct its business upon 100% of the Leasen Premises at least for the Minimum Business Hours of 10:00 a.m. to 6:00 p.m. Monday through Saturday.
 - 11.5 Any offset rights granted to Tenant in the 2006 Leans are deleted.
- 11.6 EXHIBIT "E" (Existing Exclusives) is deleted and replaced with the EXHIBIT "E" stracked to this Lessa.
- 12. Landlard Recapture Right. Landlard or its agents may exhibit the Leased Premises to prospective tensms after reasonable advance oral or written notice to Tenset. At any time during the Lease Tens while Tenset is paying mything less than the full amount of the Rental Psyments, if Landlard finds a replacement tenset for the Leased Premises, Landlard shall have the right to terminate this Lease (the "Replacement Recapture Right") upon 60 days' written notice to Tenset (the "Replacement Recapture Notice"). Should Landlard exercise its Replacement Recapture Right, Tenset the Leased Premises in accordance with the tennes of the Lease, and pay to Landlard an amount equal to (a) three mornts of Rental Psyments and (b) all accrued Deferred Rent; or (ii) provide written notice to Landlard advising of its rejection of Landlard's Replacement Recapture Right; at which time Tenset shall immediately commence paying full Rental Psyments under the Lease and all accrued Deferred Rent.
- 13. Guaranty. Guaranter absolutely and unconditionally guarantees payment and performance of all obligations of Tenant under this Lease in accordance with the terms of the Guaranty executed in connection with the 2006 Lease, which is incorporated into this Lease by this reference as if fully set forth in this Lease. The Guaranty to the 2006 Lease shall remain in full force and effect.
- 14. 2006 Lease Definiting No Neverties. This Lease in no way extinguishes any liability of Marianne USPR, Inc. or Guerantor under the 2006 Lease. Landlord, Marianne USPR, Inc., and Tennet agree that this Lease shall not constitute a novation of the 2006 Lease. Marianne USPR, Inc. and Guerantor acknowledge that they remain liable under the 2006 Lease and that this Lease in no way effects such liability.
- 15. Atterneys' Feet. Tenant shall relimbures Landlord up to \$1,000.00 for Landlord's attorneys' fees and costs associated with the preparation and negotiation of this Lease.
- 16. Broker. Landlord and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Lease. Landlord and Tenant shall indemnify, defend, and are the other hamaless from and against any claims for fees or commissions concerning the Leased Premises or this Lease including attempts' fees incurred in the defense of any such claims.

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- 17. Raden Can. The following notification is provided under Section 404.056(6), Florida Statuses: "Radon is a materally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over that. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
- 18. Lieute The interest of Luminot in the Leased Premises shall not be subject in any way to any lieut, including construction lieut, for alteracious made by or on behalf of Temms. This excelptation is made with express references to Section 713.16, Florida Statutes. If any lieu is filed against the Leased Premises for works or materials claimed to have been furnished to Temms, Temms, Temms shall came it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ton days after codes to Temms, Perthan, Temms shall industry, defined, and save Lumileard harmless from and against any durings or loss, including reasonable anternoys' feet, incurred by Landlard as a result of any lieus or other claims triaing out of or related to work performed in the Leased Premises that the interest of the Landlard in the Premises shall notify every constructor making improvements to the Leased Premises that the interest of the Landlard in the Premises shall not be subject to Home.
- 19. Entire Agressess. This Lesse, including all Exhibits stached to this Lesse, contains the entire agreement of the parties, both written and oral, as to the Lessed Premises, and shall not be amended, altered, or otherwise modified except by an agreement in writing signed by both parties.

SIGNATURES ON FOLLOWING PAGE)

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IN WITNESS WHEREOF, Landlord and Tenses have duly execused this Lease as of the Date of this Lease.

WFINESSES:	LANDLORD:
Signature of Witness & Stott Privat name of Witness & Stott Signature of Witness & Stott Signature of Witness & Stott Privat names & Stott Privat na	MSKP ORLANDO SQUARE, LLC, a Delaware timiend liability company By: Name: Title: Vice Recorded: Data Executed:
WITNESSES:	TENANT:
Signature of Witness 1 Stand Datte State (And State Control of Witness 1 Signature of Witness 2 CHANNELS GREVACE O	LARGE APPAREL OF FLORIDA, INC., a Florida corporations By: Name: ANTA D. BRITT Title: EPINOR VICE PRESIDENTICEO [CORPORATE SEAL] Date Executed: JANUARY 15, 1009
Print name of Witness 2	

NPROOCS 7643538 3 DRAFT I/14/69

JOINDER OF GUARANTOR

The Guaranter, URBAN BRANDS, INC., joins in this Leass in order to evidence its agreement to guarantly the obligations of Tennat under this Leass as provided in this Leass.

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

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

WITNESSES:

Signature of Witness

SLANDETTE SILLTMAN

Signature of Witness 2

CHAINTEN & GEOVACCO
Print name of Witness 2

GUARANTOR:

URBAN BRANDS, INC., a Delaware corporation

Name: ANTAD BRITT
Title: SENIOR VICE DESCRIPTION

[CORPORATE SEAL]

Date Executed: IANUARY 15, Joba

JOINDER OF MARIANNE USPR, INC.

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

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

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

WITNESSES:

Reller.

STANADERS SULLMAN
Print resses of Witness I

Signature of Witness 2

CHAINTUL GZNACCA
Print name of Witness 2

MARIANNE USPR, INC., a Delawara corporation

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

(CORPORATE SEAL)

Dass Execused: SANVARY 15, 3009

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exhibit "A"

2006 Lease

NPEDOCS 764333 2 DRAFY 1/14/68

Shopping Center Lease

THIS SHOPPING CENTER LEASE, made and entered into as of the 1914 day of Mary 2008 by and between Landlord, as hereinafter defined, and Tenant, as hereinafter defined.

WITNESSETH

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

ARTICLE

FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS

Section 1.1 Fundamental Lesse Provisions.

A. SHOPPING CENTER:

Orlando Square Orlando, FL

B. LANDLORD:

HOME OFFICE:

NOTICE ADDRESS:

Sand Lake OBT, LLC

Same as Home Office Address

RAM Resity Services 3399 PGA Blvd. Suits 450

Palm Beach, FL 33410

C. RENTAL PAYMENT PLACE:
Same as Home Office Address

D. TENANT:

HOME OFFICE:

NOTICE ADDRESS:

Urban Brands, Inc.

Same as Home Office Address

Attn: Corporate Real Estate Dept.

100 Metro Way Secaucus, NJ 07094

- E. <u>LEASED PREMISES</u>: Leased Premises shall constitute and mean that portion of the Shopping Center premises identified and/or outlined in red on Exhibit "B" hereto, containing approximately 6680 square feet, known as space number <u>D116-D114</u>.
- F. PERMITTED USES: The Leased Premises shall be used for a retail clothing store, including accessories, the incidental sale of shoes (in not more than 10% of the floor area of the leased premises) and other related items as well as gift and sundry items and for no other purposes whatsoever. Tenant may not use the premises in violation of applicable law or the other exclusive uses and prohibited uses set forth on Exhibit E attached hereto and made a part hereof. The Tenant shall always conduct its operations in the demised premises under its trade name, Ashley Stewart, Marianne, Marianne Sizes 2-24 or under such other trade name to which the Landlord explicitly provides its consent in writing, provided, however, that a majority of Tenant's stores are operated under the same name and that in no event shall such trade name conflict with or duplicate the trade name of any other tenant or occupant in the Shopping Center.

UBI LEASE: 05/21/05

1251498.88

- G. LEASE TERM: The Primary Term of this Lease, is outlined as and shall be for a period of <u>Ten (10)</u> years and several months ending on the first January 31st following the tenth (10th) anniversary of the Commencement Date, as defined below). Tenant's obligations hereunder (other than the payment of report) shall commence on the date of delivery of possession of the Leased premises to tenth. Tenant's obligation to pay rent and additional rent shall begin on the Commencement Date which shall be the earlier of
 - (a) 180 days after Landlord has tendered possession of the Leased Premises to Tenant; and:
 - (b) (ii) the date on which Tenant opened Leased Premises for business.

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

- H. <u>LEASE YEAR</u>: As used herein, the term "Lease Year" shall mean each successive period of twelve (12) calendar months, the first commencing with the first day of the first full calendar month from the Commencement Date and successive lease years commencing on the successing anniversaries thereof.
 - 1. RENEWAL OPTIONS: Provided Tenant is not then in default hereunder Tenant shall have the right and option to extend the term of this Lease for one (1) additional consecutive period of five (5) years, beyond the expiration of the Primary Term upon the terms and conditions as set forth herein. Tenant may exercise its option for such term by delivery of written notice to Landlord at least (180) One—hundred eighty days before the expiration of the Primary Term.
- J. FIXED RENT: PRIMARY TERM: FIVE (5) YEARS

 1-5 year \$ 30.00 per sq.ft. \$16,700.00 monthly \$200.400 annually

 (i) five (5 %) Percentage Rent Rate (ii) \$4,008.000 Base Gross Sales Amount
 - FIXED RENT: PRIMARY TERM: FIVE (5) YEARS

 6-10 year \$ 33.00 per sq.ft. \$18.370.00 monthly \$220.440 annual
 - (i) five (5 %) Percentage Rent Rate (ii) \$4,408,000 Base Gross Sales Amount

FIRST OPTION TERM: FIVE (5) YEARS

1-5 year \$36.00 per sq.ft. \$20,040.00 monthly \$240.480 annually
(i) five (5%) Percentage Rent Rate (ii) \$4,809.600 Base Gross Sales Amount.

Tenant shall be entitled to a rent credit of \$6 per square foot (\$40,080) (the "Rent Credit") towards Tenant's construction costs, Such Rent Credit shall commence on the Commencement Date and shall be deducted in equal monthly installments of \$3,340,00 for a period of 12 months. Tenant shall be entitled to deduct said amount from the entire rental obligation due per month until said amount is completely applied.

K. LANDLORD'S TAX I.D. NO.: Landlord's Tax Identification Number ("TIN") is 03-0514040

If Landlord does not provide Tenant with its TIN, Landlord affirmatively represents that Landlord is not subject to 1099 withholding. Landlord further acknowledges that Tenant may, if required by Law withhold a portion of Landlord's Fixed (Minimum) Rent payment and pay said withhold payments to the Internal Revenue Service, without incurring any liability to Landlord.

UBI LEASE : 05/23/06

- L a <u>COMMON AREA MAINTENANCE CONTRIBUTION</u>: (not including 10% administrative fee) Shall not exceed \$1,43 for the first year, and may be adjusted annually, but not to exceed <u>5</u> %, in any one (1) year, payable in equal monthly installments of \$796.03 (See Section 4.3 B). b.TAXES: Shall not exceed \$2.12 for the first year, and may be adjusted annually, payable in equal monthly installments of \$1,180.13 (See Section 10.2). c.INSURANCE: Shall not exceed \$.76 for the first year, and may be adjusted annually, payable in equal monthly installments of \$423.00 (See Section 10.5).
- M. PRO RATA SHARE: 6680/192,000 (3.479%) per cent, representing the total number of square feet in the Leased Premises divided by the total number of leasable square feet in the Shopping Center. (See Seeting 15.1)
- N. TENANT ALLOWANCE: Landlord agrees to reimburse Tenant for a portion of the costs incurred as part of construction by tenant of its tenant improvements (the "Tenant Work") in the amount of \$167,000.00 (the "Tenant improvement Allowance"). Landlord shall disburse the Tenant improvement Allowance to Tenant on a date which is not more than thirty (30) days after the last of the following to have occurred: 1-the commencement Date; 2- delivery to Landlord of a copy of Tenant's final certificate of occupancy for the Leased Premises 3-delivery to Landlord of a certificate from Tenant's architect certifying the completion of the Tenant's Work; and 4-delivery to landlord of a final request for payment, together with a lian waiver from Tenant's general contractor for work and materials provided to the Leased Premises.
- TENANT'S RIGHT OF TERMINATION: Tenant has the right to cancel this Lease if any of the following conditions or circumstances occur:
 - 1. OCCUPANCY CLAUSE: If the percentage of the leased and occupied portion of the shopping center falls below 50% of the total leasable area of the Center for a period greater than six (6) months thereafter, Tenant will continue its operation in the Leased Premises paying three percent (3%) of previous month's gross sales, not to exceed the fixed minimum rent, on a monthly basis until such time as the occupied portion of the total leasable area is increased to the 50% figure whereupon Tenant shall pay fixed minimum rent and percentage rent as provided for herein.

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

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

UBI LEASE: 05/21/05

MINIMUM GROSS SALES CLAUSE: In the event that the Tenant's Gross Sales(as 2. defined below) during the fifth Lease year, are less than \$1,200,000,00 (One Million Two Hundred Thousand Dollars and 00/100), Tenant shall have the one-time right to terminate this Lease by giving written notice of its election to terminate within 60 days of the start of the sixth Lease Year, and the cancellation will be effective 30 days after the giving of such notice. Tenant will not be obligated to continue its operation in the Leased Premises after the giving of such notice however Tenant agrees to reimburse Landlord for the unamortized portion of the Tenant Improvement Allowance within thirty (30) days of delivery of such tenant notice.

EXHIBITS Q.

Legal Description Exhibit A

Site Plan Exhibit B

Landlord's Work (N/A) Exhibit C

Construction-Checklist-(MA) - Schribit G1

Store Layout (page 1 and Lighting Grid (page 2) Exhibit C2

Sign Criterie Fyhibit D

Existing Exclusive Uses and Prohibited AND/OR Restricted Uses Exhibit E

Shopping Center Rules And Regulations-See ARTICLE VII, Section 7.2 Exhibit F

ARTICLE IL

SHOPPING CENTER, LEASED PREMISES AND TERM

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

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

В.

Leased Premises. Section 2.2

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

Section 2.3 Tem:

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

Section 2.4 Statement as to Lease Term.

UBI LEASE : 05/23/00

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

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

Section 2.5 Tenant to Open for Business.

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

ARTICLE III RENTALS

Section 3.1 Fixed Rent and Percentage Rent.

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

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

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

BI LEASE: 05/23/06

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

Section 3.2 Definition of Gross Sales.

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

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

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

Section 3.3 Sales Records, Reports and Examination.

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

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

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

UBI LEASE: 15/23/05

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

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

ARTICLE IV COMMON AREAS, THEIR USE AND CHARGES

Section 4.1 Common Areas.

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

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

UBI LEASE: 05023019

Section 4.2 Use of Common Areas.

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

Section 4.3 Cost of Maintenance of Common Areas.

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

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

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

- For the purpose of this Section, "Common Area Maintenance" means the cost and expenses C. incurred in operating, managing, repairing, replacing painting, insuring and maintaining the Shopping Center and all common Facilities (as hereinafter defined), actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, including without limitation the following: the cost of property and public liability insurance common area utility charges, planting and landscaping, parking lot cleaning, patching, seal-costs, painting and re-striping; cleaning; painting; roof repairs; irrigation or fertilization, Shopping center sign repair and maintenance maintain lighting; trash removal; management fees; maintenance, repair, and cleaning of public restrooms, sidewalks, stairways, curbs, Shopping Center signs, directional signs, markers and bumpers; reasonable operating reserves, janitorial services charges storm drainage and other utility systems, plumbing and electrical systems, fire protection and security alarm systems, and the cost of security guards. In addition to the Common Area Maintenance charges, Landlord shall be entitled to charge an administrative fee of fifteen percent (15%) of the total Common Area Maintenance charges for the Shopping Center. "Common Facilities" means all areas. space, equipment and special services provided for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including parking areas, access roads, driveways, retaining wells, landscaping areas, truck service ways or tunnets, loading docks, pedestrian mails, courts, stairs, ramps and sidewalks, comfort and first-aid stations, washrooms and parcel pick-up stations.
- D. For the purposes of this Section, there shall be excluded from Common Area Maintenance Charges the following:
 - (1) Depreciation on equipment;
 - (2) Initial cost of constructing the Shopping Center, Leased Premises and Common Areas;
 - (3) Costs of replacement of any parking area;
 - (4) Capital expenditures including, by way of example, but not limited to, replacement of roofs (unless same are designated to and which do result in savings or reduction in Common Area Maintenance charges).
 - (5) Advertising and/or promotional expenditures;
 - (6) Compensation paid to clerks, attendents or other persons in connection with lottery or other concessions operated by Landlord, unless such clerks are employed for purposes of operating the Shopping Center in addition to such lottery concessions and then only to the extent of the percentage of such employment;
 - (7) The removal of rubbish for other occupants;
 - (8) Wages, salaries or other compensation paid to any executive or employee above the grade of Shopping Center Manager;
 - (10) Expenses incurred due to the negligence of Landlord or any occupant of the Shopping Center or their respective agents, employees or contractors;
 - (11) Such costs as may be offset by contributions to Common Area and Common Improvement costs by tenants or occupants of space that is excluded from the denominator of Tenant's proportionate share of such charges;
 - (12) Fines, penalties, costs, expenses, or interest thereon, and/or liabilities arising out of or connected with Landlord's breach of the Lease or imposed upon Landlord or any

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

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

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

ARTICLEY UTILITY SERVICES

Section 5.1 Utilities.

- All mains, conduits and meters in order that water and sewer facilities, natural gas, electricity, utilities in amounts necessary to Tenant's conduct of business be available to the Leased Premises have been installed and Tenant has accepted same as "as-is". It is telephone and any understood that all utility services hereunder shall be separately metered to the Leased Premises.
- Tenant shall be responsible for and shall promptly pay all reasonable charges, when due, for water, sewer, natural gas, electricity, telephone and any other utility used upon or furnished to the Leased Premises by Landlord or Tenant. Tenant's obligation to pay for such utilities shall commence as of the date of Tenant's entry into the Leased Premises or the date possession of the completed Leased Premises is delivered to Tenant.

Section 5.2 Furnishing of Utility Services.

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

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord.

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

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

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

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

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

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

Section 6.2 Repairs and Maintenance by Tenant

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

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

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

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

Section 6.3 Inspection.

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

Section 6.4 Replacement of Glass.

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

ARTICLE VII USE OF LEASED PREMISES

Section 7.1 Use of Leased Premises.

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

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

Section 7.2 Rules and Requisitons.

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

Section 7.3 Signs, Awnings and Canopies.

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

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

Section 7.4 Noise, Obstruction and Nuisances.

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

Section 7.5 Adjacent Tenancy.

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

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ARTICLE VIII TENANT'S BUSINESS RELATIONSHIP

Section 8.1 Relationship of the Parties.

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

Article IX ADDITIONS, ALTERATIONS AND PERSONAL PROPERTY

Section 9.1 By Landlord.

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

Section 9.2 By Tenant.

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

Section 9.3 Indemnity and Insurance.

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

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

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

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

Section 9.4 Mechanic's Liens.

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

Section 9.5 Personal Property.

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

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

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

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

ARTICLE X TAXES AND INSURANCE

Section 10.1 Tenant's Taxes.

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

Section 10.2 Tenant's Participation in Real Estate Taxes.

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

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

Section 10.3 Liability Insurance.

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

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

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

Section 10.4 Increase in Fire Insurance Premium,

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

Section 10.5 Landlord's Property Insurance.

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

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

ARTICLE XI

DAMAGES, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES

Section 11.1 Darriage or Destruction by Fire or Other Casualty.

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

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

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

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

Section 11.2 Mutual Release and Walver.

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

Section 11.3 Condemnation

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

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

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

> ARTICLE XII DEFAULT BY TENANT AND REMEDIES

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Section 12.1 Default

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

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

Section 12.2 Landlord's Remedies.

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

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

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

Section 12.3 Default by Landlord.

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

Section 12.4 Tenant's Kernedies.

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

Section 12.5 Expenses and Attorneys' Fees.

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

ARTICLE XIII MORTGAGE FINANCING AND SUBORDINATION

Section 13.1 Subordination

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

ARTICLE XIV Delivery OF PREMISES

Section 14.1 As-Is.

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

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

ARTICLE XY OTHER PROVISIONS

Section 15.1 Indemnity.

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

Section 15.2 Definition and Liability of Landlord,

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

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

Section 15.3 Assignment or Subletting.

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

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

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

Section 15.4 Notices.

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

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

Section 15.5 Interest on Late Payments.

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

Section 15.6 Short Form Lease.

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

Section 15.7 Surrender of Leased Premises and Holding Over.

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

Section 15.8 Operation.

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Nothing contained herein shall be deemed to constitute an obligation on the part of Tenant to open or remain open for business at any time or for any period of time, it being understood by the Landlord that Tenant shall have the right to determine in its own discretion whether and when it will open and remain open for business in the Leased Premises. In the event that Tenant at any time fails to operate from the Premises for more than sixty (80) consecutive days, at any time thereafter, Landlord shall have the right but not the obligation, to terminate the lease and recapture the Leased Premises by delivering written notice hereof to Tenant (the Recapture Notice*. In the event Tenant receives the Recapture Notice, Tenant shall deliver possession of the Leased Premises to Landlord within five (5) days of receipt of such notice, together with a recapture fee equal to three (3 months of Rent due hereunder (the Recapture Fee). Upon delivery of the Recapture Fee and the Leases Premises to Landford in the condition required under the Lease, Tenant shall be released from all further obligations under the Lease.

Section 15.9 Pro Rata Share.

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

Section 15.10 Entire and Binding Agreement

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

Section 15.11 Provisions Severable.

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

Section 15.12 Captions.

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

Section 15.13 Intentionally Deleted.

Section 15.14 Quiet Enloyment.

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

Section 15.15 Environmental.

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

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

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

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

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

WITNESSES:	LANDLORD: Sand Lake OBT, LLC A Florida limited liability company,
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	Sand Lake Equities & LLC A Florida Limited Liability Company,
	Ita: Wausda.
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- ear	BV:
÷	Keith L. Cummings or Ivy A. Greaner It's: Authorized Representative
! !	TENANT:
	Marianne USPR, INC.
WITNESSES:	As To Tenant
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Its Authorized Representatives

Orianda Squara Shonnina Crater Orianda, FL

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

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

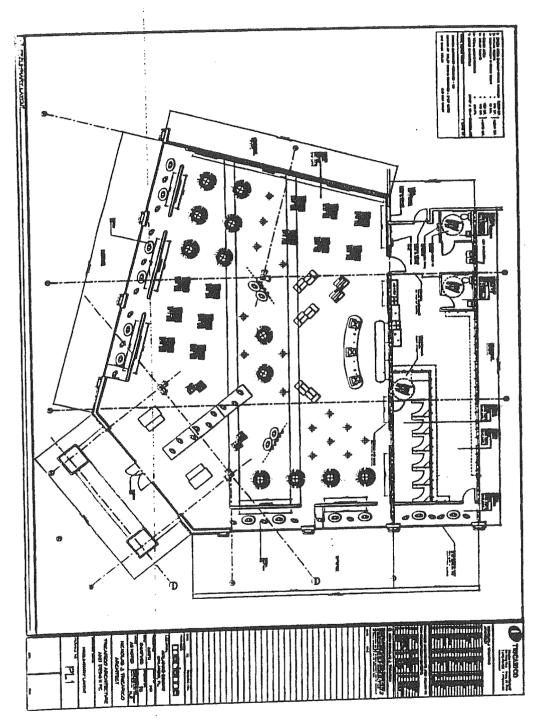
Revised 10/20/04 (S)

Initials

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

LANDLORD'S WORK

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



11 Exhibit C-2"

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

SITE PLAN

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

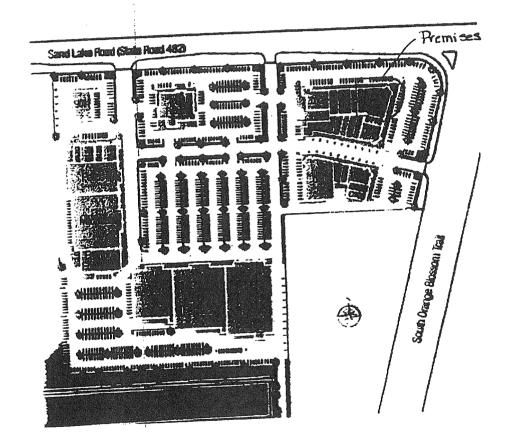


EXHIBIT D TO LEASE AGREEMENT BETWEEN SAND LAKE ORT, LLC. AS LANDLORD, AND LIREAN BRANDS, INC. AS TEMANT

SIGNLORIDERIA

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

- Detailed drawines, for all new virus in he hulls and installed by Tenant and alterations in cristing building sizes must be substituded to Landlerd for approprial arter to installation. The drawines shall indicate the location, size, by over decises, reprints and color of the approprial arter as it would look as the star-crossed by Landlerd. Landlerd may withhold in assessment of the processed structure in Landlerd in a withhold in assessment of the processed structure. Tenant will obtain all annihilable corrects, and construct and install the rises at Tenant's crosses, including the research of any axisting slow. Tenant will provide Landlerd with the manus of the size installer and a construct as a construct and installers and a construct as a startificate of insurance coveries the installer's work on the proposity in anomaly entailed to a Landlerd.
- 2. Tenant is removable for assuring that all size installation and mean factors consider with local building codes and is further removable for the unch northerned by its size contractor, including the smiles in a ventrativit meaner of any building or faceds negotively. Care absold be taken to convert demant as stress cracks to the faceds devices size installation. Tenant's size contractor shall be removed faced for making the electrical connection for the riem and coordination connection with Tenant's Recessed electrical constructor.
- Landlord reserves the right to make executions in these remineration for "anchor" or "Malor" invests,

 Franchise or comments since not conferming to these criteria must be submitted to Landlord and will be

 critered for approval on a com-braces basis.
- In any some to be abstate stream at all times in send condition and renair including but not limited to need to be not believed to be a selfer believe. These vectors the leave freedom. Tream that remove the store and restors the function to be not believed to be a selfer believed.
- 5. Unauthorized signs will be removed by Landlord without notice. Landlord reserves the right to change Landlord's sign criteria so loss as the new right eritoria is uniformly enforced by Landlord.
- To the extent cancer signame exists, such signs are subject to the same conditions continued above, including the requirement of Landlord's arise written announced. Cancer signs are to be designed junifer and harmonious to existing cancer strategy.

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SAND LAKE OBT. LLC. AS LANDLORD. AND URBAN BRANDS. INC. AS TENANT

EXISTING EXCLUSIVE USES AND PROHIBITED AND/OR RESTRICTED USES FOR ORLANDO SOUARE

Barnie'm Notwithstanding anything contained herein to the contrary, mblest in the rights of existing tenants of the Shanning Center, I and and shall not less any other unsen in the Shanning Center to a trainst whose arrivary use is the mine of branched comment coffee and trail to Starbacky, Caribon etc.), provided however, other tenants of the Shanning Center may sell branched comment coffee and ten se as an incidental next of their business.

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Chrester. Notwithstanding anything contained in the Lesse in the contrary, subject to the rights of all cristics imposts of the Shanning Center and the dath hereof. Lendard surrous not to enter bets may new josse or normal surrous in major occurs any major in the Shanning Center, whose primary was in the restall rais and services of wireless telecommunications contains and services.

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Due Cher's: Subject to the rights of science tenants of the Shonoine Center as of the date hereof, so loss as Tenant in operations a Doc Cher's restainant for a restainant under a different trade name service originarily Asian cuisine at the figurest trade name service originarily Asian cuisine at the restainant original Landowshit in Asian cuisine. For numbers bereaf, "speciation in Asian cuisine" that he dessend in mean two restainant officines 20% or more of its mean items as Arian cuisines and "Asian cuisines" shall be dessend in mean inversament officines 20% or more of its mean items as Arian cuisines and the cuisines" shall mean the traditional cuisines of China. Japan, Korva, Vicinaes, Thalland, Indonesia and India, including, but not finited to much, some hours, Asian flavored salads, months bowis, rice plates, curries and disc russ. Landows their include in all other income convergences reserving the Shonoine Center on accurate restriction prohibition other tenants from convergence in Tenants.

F. B. GAMES: Notwithstandies anything contained in the Lease in the contrary, subject to the rights of all existing tensors of the Shomolog Center as of the data harves. Leaderd across not the enter into any new lease or normal across in one or occasion, the Shomolog Center, for the sale of vides pums hardware in the Shomolog Center, includies any expension of the Shomolog Center, for the sale of vides pums hardware in the Shomolog Center, for the sale of vides pums hardware in the Contrary and accessories, electronic hoard reman, hand-hald entertainment hardware and cornorate related across and accessories, electronic hoard reman, hand-hald entertainment hardware and cornorate related for remains and software, and/or the sale, resale, trading in and remains of vides games and cornorate referred to act the foresting and sale of the relation of the sale of the construct to a foresting the sale of the construct to a foresting tensor that access to the contrary, the foresting their indicates the contrary the foresting the first of the contrary. The foresting tensor their of the sale of the sale of the Shomolog Center as of the date hereof from selling the Exclusive items of the foresting tensor that the sale of the Exclusive items of the foresting tensor of such tensor in access to downted to the sale of the Exclusive Items, and (ii) the generator also by such tensor of the Exclusive Items also access to downted to the sale of the Exclusive Items, and (ii) the generator the sale of the Exclusive Items also sale generated from such tensor sales access Notwithstandies the above, the restricting that and another to say tensor than the sale of the Exclusive Items and the sale of the sale of the Exclusive Items and (iii) the saversents also by such tensor of the Exclusive Items and the sale of the Exclusive Items and (iii) the saversents also by such tensor of the Exclusive Items and (iii) the saversents also by such tensor of the Exclusive Items and (iii) the saversents also by such tensor of the Exclusive Items and (

Famous Footwears. Landlors coverants, warrants and agrees that it has not and shall not, throsohout the term hereof (Except as noted below) lesses mass in the Shonning Center to another transit that devotes mere than lifteen percent (15%) of its rows lessable area to the sale of shoes or other footwear, nor shall Landlord forcest as noted below) negations of the sale of shoes or other footwear, nor shall Landlord forcest as noted below) negations of the sale of shoes or other footwear (15%) of its rows lessable area for the sale of shoes or other footwear ("Exchasive Ulas").

This Section that not anniv to Prview Shoes, or one other store that sells unbreaded shoes, in either event, provided that such store does not exceed three thousand five hundred (3.500) somers feet. Furthermore, this Section that not anothe in those process designated as Anchors "A" "R" "C" "R" and "F" on Exhibit A to the Lesse provided that the transfer of occurrents of such maces have the right to operate in such spaces for the Exclusive Use without Landbord's consent and without modifying their leases, operating agreements or other similar documents nor to their submetter subment, provided that such a solven meat or subject does not remains I and lovel's consent and further provided that such a selectes or subject and has the right to operate in such spaces for the Exclusive Lieuvithout Landbord's consent and without modifying their jerns. Increase, this Section shall apply to these spaces declareded as Anchora "A" "H" "C" "R" and "F" on Exhibit A to the Lease in the event that I and lord leases or salls such succe for the initial operation for the Exclusion Use after the contration or earliest termination of the existing leases for such spaces. In addition, this Section, shall and apply in large format sporting spaces storm or to a discount innier decorpaged store, including without limitation, Ross Bress for Less, Stein Mart, T.I. Marr. Maraball's Nordstress Rack, Kahl's and Reali's or another similar stress

Finally, exceed if due to remodeling, which may be incin remodeling to connection with an automatent or tables an otherwise. permitted horsender (not to exceed one handred sighty (180) days), consideration, or force uniform, in the creek that Tennat does not once within sixty (6th days of the Commencement Date, or cream eneration for the Exclusive Hea for more than ainery (90) consecutive days, then this Section that become null and void.

All capitalized terms shall have the meaning siven in the Fernous Footoner lease.

Firehouse Subse Notwithsteedies surthing contained berein to the contrary, subject to the rights of cristian tenants of the Showing Center, Landlerd shall not bear any other macro is "Building H" as shown on the rith plan attached herein m Exhibit A for the operation of synhauring conducts these

Fix-N-Morest Landlerd serves that if Landlerd hereafter enters but another least agreement which commits name its a transit to open within the Shoroles Center during the Lease Leve whose heaters is the operation of a leaster result. business (such husiness her charities referred to see a "Compositor Business"). The provisions of this recognized the first and another to (a) the operation of a horizons which is owned in whole or in part he, or operated by Tennet or he and female franchism. prisoner, sublement or affiliate of Tenant, or by any entity related in any other manour in Tenant or in any license. (runchiese, anticose, mblesses or affiliate of Tennet, h) the couration of a business resulties from an order or other action of a hankrantey court (c) the oneration of a retail leveler sters. (d) the goeration of any brased occurring at least 16.000 courts. feet of floor area in the Shooning Center, nor (a) any Comparing Resistant which is permitted in the Shooning Center and or the terms of a least acressment entered into prior to the date of this Least or to the reserval, relocation, or terms extension of inch nereement

LNT. Ine ("Linem 'N Thisme")

- Landlard serves that subject to the provisions of subsection (h) below in this Section, Landlard shall not nermic any amismes or subjected of a Key Tenant for Substitute) to be primarily engaged in Tenant's Primary Use.
- If Tennet discontinues its use of the Premises for "Tenant's Primary Use" as set forth below for a corted in (II) II I repair discontinuous in the of the Cremmes for Primary User of parties of business for a consist, condemnation, remodeline, restoration or form maleure, then Tenant's Primary Usership bedeemed discontinued and of second markets. force and affect.

For Durnoces of this Leave. "Tenint's Primary Use" shall be defined as the operation of a home furnishing store, which shall be defined as a store selling an associatest of home related merchandles including times and descentes, bathroom items and housewares. Re way of example and for illustration nursees only, the following retuilers are examples of retail stores orimarily engaged in Tenant's Primary like the retailers commany known as Red. Rath & Reyand and Homa Goods.

In addition, Landlord theff not normit any satisface or subtanest of a non-Anchor premius to display for sale or to sell, other then on an incidental heals, an assertment of home related merchandles including linear and domestics, betteroom items and housewares. For the purposes hereof, the display for sale or sale of the forestone items on an incidental baris that more than the sale or display of such items is not the primary use of another teaust or occurant in the Shanotes center and that the limber of such liens does not exceed five hundred (500) screen foot of flore area or more than five recreat (5%) of such (cnest's or occupant's eros sales

All canitalized terms thall have the meaning given in the Linear 'N Thinsa least,

Michael's Stores. Inc.: Neither Landlord nor any entity controlled by Landlord will mee lesse (or nerself the use, lessing or subjective of or sail any space is or nortice of the Shonoine Center or any present continuous to the Shonoine Center owned or controlled now or at any time kereafter by Landlerd or any affiliate of Landlerd, to any "craft tions", tions selling arts and crafts, art smolles, craft annolles, nicture frames or nicture framing services, framed act, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party sonds (exceed amours), accumbooking/memory book there or a story selling scrapbooking/memory book supplies, accessories and/or decorations or other nanocreatibus (a.e., making structing cards, self base, tree and other related or similar items) supplies, accessories and/or decorations associated with the forceoing, or providing change on any of the forceoing or any combination of the forceoing calegories, or any stora similar to Tenant in operation or merchandising. The foresoing section shall not applica-

- to pay iesses for which the rais of a product covered by the exclusive contained above is merely incidental in such lesses's primary no. so long se such lesses does not dernis more than five hundred (50%) Lessable Sousce Feet in the percents to the sale of the products covered by this exclusive that this salourt (i) shall not anoly in picture francises services. it being the intention that no other occupant of the Shonning Center shall be permitted to offer picture framing services); and
- to Ross Dress for Less, Linens 'N Things, Cost Pins, Petro or any initial occurant of the Anches Prevalent provided such initial occupants is learn one of the following listed retailers: Home Goods, Barnes and Nobie Bendery Books

a Million, Sports Authority, T.I Mary Marshalls, Besils, Offica Denoi/Offica May Stables, CompiliSA, Boot Say Circuit City,
Fresh Market/Whola Foods, Pier I Imports, and Organized Living/Container Storm

Notwithstanding saything is the contrary stated above, provided Fencet has not council to constitute and crafts store in the Premises for more than one handred circles (180) consecutive days (excluding reasonable closures or constitute of business due to Casanity, condemnation, restoration, remodelies, alterations or Uncontrollable Events, as assignment, subletting or transfer of the premises of an Initial Anchor Tenant shall result in such assignment or relations are transferred in a sum originally for the sale of arts and crafts. It framise services and artificial flowers and/or plants or in performing any customs framing services. In addition, should the leass or occasional stressment, with an Initial Anchor Tenant of the Shounder Cepter by terminated by Landlord or cruits on its own terms. Landlord shall subject the representation or occupant of such premises to Tenant's carbonic stated in the first necessarily.

All canitalized forms shall have the meaning sives in the Michael's lesse.

Peters Animal Sumilies. Inc.: I and local represents and summarish that Tenant shall have the exclusive right to sell not food, not summilies, it a sale and extend that has been and extend for the Anchor Tenant premises, and veterbaars services in the Shanahas Center except for the Incidental value and extend for the Anchor Tenant premises, and defined below and except for the sale of such items by a draw storm of 17,000 sensors for the sale of such items by a draw storm of 17,000 sensors for the sale of such items by a draw storm of 17,000 sensors for the sale of such items of such a sale of the sale of sale such items of sale sales as the French services and as a net food and suspend such items of such items or services not as the primary use of the committed tenant and taking up any more than five hundred (500) sensors foot of floor area.

Notwithstanding the foresting, the Anchor Traunt or Rouberment Anchor Traunt premium shell not be subject in the above exclusive. However, Landbord serves that subject to the provisions of the next parent and beaut. Landbord shell not recruit any subject or subject to the provisions of the next parent anchor. Landbord shell not recruit any subject or subject of an Anchor Traunt nor shell it allow may Replacement Anchor Traunt occurs for an initial Replacement Anchor Traunt in he primarily supposed in Traunt's Primary Use, except for Ross and its subject is unblantaged which are not subject to Traunt's architect.

If Tennet discontinues its major the Promises for "Tennet" Primary Use" as set forth below for a period in account of and hundred circle (120), consecutive days, excluding responsible closures for respective of husiness due to cornelly, condemnation, remodeling, responsible or force maleure, then Tennet's Primary we shall be dessed discontinued and an further force and offers.

For the nurnosst hereof, "Tennat's Primary User" that he defined as the operation of a not summly store, which that he defined as a store telling not flood, not supported. Itse nationals, not promine, not training and veterinary survices.

All canitalized terms shall have the mession street in the Peter lesses.

Planet Smoothie: So long as Tenant is operating for the use set forth in Section 16 herned, Leadlard shell not leave other mace in the Showing Center whose primary was is serving uncerthin (the "Exclusive Use" For purposes horsed, "primary was" shell mean any transt that a charge 30% or more of its Grow Sales, from the sale of smoothing. The Exclusive Use shell not another convent to an analogy that the Showshar Center, excent that if Landlard has a circle to analogy the analogy of the Showshar Center, excent that if Landlard has a circle to analogy of the Showshar Center, excent that if Landlard has a circle to analogy of the Showshar Center, excent that if Landlard has a circle to analogy of the Showshar Center, excent that if Landlard has a circle to any charge in men or assistant set in the first any charge in men or assistant set in the first set in Exclusive Use.

Ross Florida Dress for Less L.C. ("Ross"): No occument or tenset of the Showning Center, except a Co-Tenset (or Initial Replacement Aschor Tenset for a Co-Tenset) shall be primarily cornered in Tenset's Primary Use. No assistance or subtenset of a Co-Tenset (or Initial Replacement Aschor Tenset for a Co-Tenset) shall be primarily encount for Tenset's Primary Use.

Tenant's Primary Use shall be defined as the operation of an Off-Price denorment store selling an assertment of merchanding at nrices reduced from those typically charged by full-price retailers. By way of example and for illustration nursess only, the following retailers are examples of retail stores primarily encased in the operation of an Off-Price jenartment stores. T.J. Many and Marshall's.

Tenant's Primary Use shall be deemed discontinued and of no force and effect if Tenant discontinues committee of its Primary Use for a period in access of one handred elebity (180) consensive calendar days, excluding closures for constitute of business. Just to Canalty, a Taking, remodeling, reconstruction or Force Maisure.

All capitalized ferms shall have the meaning sives in the Ross lesses.

Saucy Bella: Provided (1) Tenant shall be continuously operating its business in the Leased Fremises.

18 a opick-terva casual restaurant serving primarily Italian food, and (2) Tenant is not in default hereunder, herond inplicable street as notice and care periods, if any, Leadlerd street that if Landlerd hereafter enters into another jesse interested which empressly nerming a tenant to once within the Shopping Center during the Lease Term whose business is the operation of a quick-serve casual restaurant serving primarily Italian food, with dine-in and take-out service or Tenang thall have certain remedies as provided in the Lease.

Supercutor Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tenants of the Shonning Center as of the data hereof. Landlord agrees not to enter into any new lease with any value oriented halp service tenant (such as Hair Cuttery, Great Clins, Haircolor Koress, Pantastic Sams or Scorts Clins) for any other space in the Shonning Center, provided, however, the formolog shall not restrict, prohibit or prevent Landlord from leasing space, within the Shonning Center to a full service bair salog or day ma type tenant.

TGI Priday's: Except as may exist in the Development on the data of this Leas. Landlord shall not negati in the Development after the data of this Leas and order to the end of the Beninst Terms (it any movie theatest, howites allow, hinso market, dates helders or her man with the exception of the sale of alcoholic howevers when incidental in a near primarily mis restaurants (it). "Thend" or "move" should never an adults only healtstore or adults only vides stored or (iv) within three headers (iti) for to the Development in he less then the adults only which make the owners marking ratio for the Development in he less then 4R nervines asset or 1.00% square feet of grown lessable area; (v) any was that is inconsistent with the customers character of a first class shanning content in the Oriende. Florida area. The term "Restricted Restaurant" shall mean any other full-sacries restaurant (a restaurant offering kloner and wait services that serves a varied American calcing or is considered to be a custom steakhame, becinding by vary of extraories, but not limitation, any Restricted Restaurant. Character, Steakhame, Lone, Restricted Roman, Roman, Roman,

The prediction set forth at Section 7.07(br) above shall not anoin to se-called "day-makedow" uses defined as businesses, providing halo, mile, needlesses, waxing, feetals, measures, tousing treatments and other related services found in two-invidence invariants the country and such "day-makedow" uses are conventy permitted, provided no more than 5.000 sources feet of gross issuable area within the Shoomless Center, in the appropriate had excluded any source feetant any source feetants and such that I case, are accomined and used for such day-makedow permitted.

His TA: As used in the Lease, the term "Tenunda Primery Reviseon" shall mean (it the retail cale of commerce, forecasted hair care are due to make a sharmost, conditionary, rele, accuracion as a mainteness at the retail and beauty aid items including feminine hydrometric are care are due to a sold character and retail and beauty aid items including feminine hydrometric are care are due to a sold character and other health and beauty products and not are already and care are are due to a facility of Tenunda there as a sold sold and an are released for the assertation of a full service hair release (if) the assertation of a full service hair released mode and services (lie the assertation of a profusional day man and (if) has sale our providing of similar or released mode and services (lie the dues, without limitation, hostery, continue, constitute careful fold in a majority of Tenunda lie released in Floride. From and after the data have and continuing throughout the Term of the Lease, as long as a story primarily and the sale of hundry recodered has not created in the sale of hundry recodered has not created in the sale of hundry recodered in a continuous parties in the Primary Continuing through the first and after a continuous marked in excess of six (6) months (consulted any incommerce day and parties that, excent for "Incidental Sales" (as hereinafter defined), no other promises within the Shamoine Center for any expension that excent shall be excented in the retail and a heavy product (fachades, without limitation, consulted, factors and body care products, and body care products are as here as here as he was also as affected. In the fine and affected and a factor of a sale heavy of such those or as parties in the lease of M. 1003 sonary feet (inclusive of side species) of Grow Flore Area, or (i) 10% of the Grow Flore Area of the story is the story.

Notwithstending the formerine. Cost Pieu World Market. Ross Dones For Less. Formers. Forcess. Forcess. Forcess. Forcess. Forcess. Forcess. Forcess. Forcess. In the forces and sufficient forces to the respective forces for an long as the respective forces forces in the respective forces for any tensor forces for any tensor forces as of the forces and effect (including respective forces for the surface of the actual forces with Landlord respective forces for any tensor so respective forces for any tensor for any tensor to respect to the forces with Landlord respective forces for any tensor for any tensor in the forces with Landlord respective forces for any tensor for any tensor in the forces with the forces with Landlord respective forces for any tensor for any tensor in the forces of the force of the

All capitalized terms shall have the mession sives in the ULTA lease,

Washington Mutant Landierd covenants and agrees that, for the limited Term of this Lease and through any Renoval Periods, while Tenant is onen and coverating as a retail bank facility in the Premises fand for any neriod Tenant is not onen into the accordance of force maisers, causity or condemnation and for a neriod not exceeding 180 days relating to a closure due to remodelize of the Premises) submitted whether to all other retail bank facilities onerwied by Tenant or its affiliates and not in default of any accordance beyond any applicable notice or care periods, except as provided herein. Tenant shall be the only full-terrice bank herein to a various institution in the Shomins Centure.

PROBLETTED AND/OR RESTRICTED USES FOR ORLANDO SOUARE

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

- 1. Fraced establishments.
- 2. Automobile sale leasure or remain facility on used car lot including hody remain facilities forces that a storefront few necessives remain facility who is be necessited in Phase II of the Shownise Canter provided that no more than fillness (15) restal care are stored in Phase II of the Shownise Centerby
- 3. Anction or bankrupter sales.
- 4. Pawm.shoos.
- Onideer circus caratral for caratral like there, cides or assessment paris, or other entertainment facility (creent that a cididren's entertainment facility like a Chucky Cheem shall be normalized within Phasa II of the Shanning Center's.
- Outdoor meetices or outdoor shows (except that the accuments of Anchors A-F shall be normitted in mee the sidewalk areas immediately in front of their remestive premises are rided that nedestries access the desides hadicanned access in not immediate at elect 1/2 of the death of such ridewalks in an areas that in the interest and at least 1/2 of the death of such ridewalk as the occurs shall not fad for more than serves (7) days described at least such occurs stabillable in permitted in dissipations and the ridewalk homeomore described and provided that meet area does not extend to meet them 1/2 of the death of the ridewalk such occurs to their provided that meet area does not extend to meet them 1/2 of the death of the ridewalk such occurs to their provided that meet area does not extend to meet them 1/2 of the death of the ridewalk such occurs to their provided that meet area does not extend to meet them 1/2 of the death of the ridewalk such occurs to the reservate that such sidewalk such and displays it.
- L. Boyding alleys.
- 8. Pool or billford aurior establishments
- 9. Shooting galleryt
- 10. Off-track batties (provided that state successed lattery tickets shall not be prohibited):
- IL Refinery
- Adult beolutura or adult andio/video stora or facility sailing or displaying adult aradusta, norman abid boning literatura or materials (an item shall be considered "adult" or "pornographic" for such memors if the mass are not available for sule or rental to children under 18 years old because the conlicity deal with or denict human sexuality, and a stora shall be decemble to violate the forescine if more than the norman (18%) of the inventory is not available for sule or rental to children under the sex of materity in Florida because such inventory conlicity, jeals with or denicts human sexuality.
- 13. Any residential res. including but not limited to living quarters, alcoules anorthments or indering money
- 14. Dester
- 15. Andharines, merting hall, beliroom, school church or other place of nable assembly;
- 16. Unemployment derney, service or commissions
- 17. Gymnadium, health chib, exercise or dance studie or dance half (except that a day me use not exception 5.000 guara feet may be permitted in Phase II of the Shompies Centerly.
- 18. <u>Yassasa parkera</u>
- 19. Cocktail louare (unless incidental to a restaurant otherwise nermitted herein), her, disce or night clubs
- Binen or similar sames of chance, but state anonsered lottery tickets and other items commonly sold in retail attabilishments may be sold as an incidental part of business.
- Yiden rame, arcade, pinhall or amaxement arcade or electronic same room (except as an incidental part of mother primary business otherwise permitted hereinly
- 3. Skating or collen tinks
- 73. Car wash in Phase I of the Shonnine Centers.
- 24. Second hand store, aneston house, or flea markets
- Restaurant within Phase I of the Shonning Center except that a case or coffee har or other limited service/self service restaurant shall be negocited in Phase I (provided such use is not located in the premises identified as Anchors A-F on the Site Phase unless such use is incidental to the primary use of such premises, including

- without limitation, a coffee har operated by a book storal and except that a full service restaurant shall be committed in the premises decisnated "Rest, I" on the Site Plan;
- Office or non-read use (which shall not prohibit in the Shooming Center. In non-commonly referred to an "unast-retail". "tervice retail" or "retail offices" ruck as a travel arrang, real estate office, immunous arrange, accounties, nervice, incurrence, area whose brokersees, stock brokersees, financial services, denties, arthodomistic, chircorrectors, civil a summan are not located within the meaning identified on the Site Pieu on Anchor A.—F. (ii) any office more used by a retailer incidental in its retail accountions, (iii) a shooming renter management of office not to succeed 1.500 course feed provided it is not located within the arranges identified on the Site Pieu as Anchor A.—Ft. :
- 27. Ichmadisting on call cratera
- 3. A "head" these others or store meriations in the sale of dress paranhermalist.
- An ATM (automatic teller machina) or similar machine dissension money on the exterior of the hubbles instructed as Anchora A and C on the Site Fine (convicted, however, that any ATM on the interior of these arranges, including, without limitation, a fine standing ATM uniter at a point of sale review of Anchora A and C, shall be normitted without restrictions.
- Ju. For veterinary services on the mernishs boarding of animals in the members designated as Anchors A. C and D. on the Site Plans.
- No "High Intensity Parking User" (defined as a toward or occurant whose no requires more than five (5) parking macon nor one thousand (1,000) somers feet of learning flow area in accordance with either customers; therefore the a higher parking reasonment that he located within three hundred fifty (350) of the front and side notices wills of Anchor Re
- 12. Antomobile and other products shown and
- 13. Klocka within Phose Lof the Shooning Center.

EXCHIBIT FTO LEASE AGREEMENT BETWEEN SAND LAKE OFF. LLC. AS LANDLORD. AND URBAN BRANDS INC. AS TENANT

SHOPPING CENTER RULES AND REGULATIONS

- All deliveries or shipments of any irind to and from the Legack Provides including loading of goods, shall be made by your of the roog of the Legack Provides or at any other recordary location designated by Landlard, in the griest one erints, and only at such time desiranted for such nursees by Landlard,
- Trust shall not use the public or Common Arrest in the Shopeine Center for backets nurrosses or unerial events. unless pring appropriate merities has been examined by Landlers.
- Physician facilities shall not be used for any other marrows then that for which they are constructed, and no foreign inhetence of any kind thail he thrown therein,
- Transit shall use, sa Tenent's cost, a nest externalization contractor at such intervals as Landlord may resulted but no less often than ones annually,
- Tenant shell not place or normits (a) displays, decorations or shooting carts on the oldernit in front of the Leaned, Premiers or suom any of the Common Areas of the Shooting Contest (b) anything to be displayed, shelted, hung, from the ceiling, rucked, stored, cir., on the utleavalle capities the sheen nulses Treast obtains Landberg's prior written approved and acaptive adequate insurance coverage and account all liability for the ridewalk captiled the those or (c) any bivoist, motorized or non-materized vehicles to part on the ridewalks and only in designated places in the Comman Are-
- Solicities for any reason in Common Areas remains Landlerd's pries written assessed.
- Distribution of sales fivers, named into or new type of advertising literature in the Common Arces, on partical cars, its., by Tenant or anyone action as behalf of Tenant or with Tenant's knowledge in only necessitied with noise. written anounced of Landlers.
- Tenant serves to sairticlesta in treak nick-na sa directed by Landlard.
- Union directly related to business, as stated in the body of the Leans, an entereds will be allowed in Common Areas,
- Damage caused to the roof of the Shouning Center by remaining vice personnel contracted by Fenant will be the remonsibility of Tonast. All oblects left on the roof by Tenast contracted positions rice are round contracted described the roof of the roof by Tenast contracted positions rice are rounded contracted described the roof of to the roof will be the sole rememblifity of Tenant.
- Tenant shall not, without prior written consent of the Landlord, after or install any type of meserces, thetias, solar screen or similar product in any window or door elses of the Lessed President.
- Landlord reserves the right in manual, manloment, or change these Rules and Revulations so long as they are uniformly enforced by Landlord,

GUARANTY OF LEASE AGREEMENT

THIS GUARANTY OF LEASE AGREEMENT ("Guaranty") is made and entered into this had day of the composite of the liability company ("Landlord").

WITHESETTE

WHEREAS, MARIANNE USFR, INC. ("Tensor"), and Lundford entered into a Shopping Center Lease Agreement dated. July 9, 2006 ("Lease"), with respect to the premises known as Store No. D116-D114, totaling 6,640 square feet, having an address of 1700 W. Sand Lake Rd in the shopping center located in Orlando, Florida, commonly known as the Orlando Square Shopping Center (collectively the "Lease"); and

WHEREAS, in order to induce Landlord to enter into the Lease Agreement, the undersigned Guarantees have agreed to guaranty the payment of all receip and charges, and the parformance of all of Tenant's obligations, under the Lance.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and other good and valuable considerations, the receipt and sufficiently of which are hereby acknowledged, Guarantee hereby agrees as followers

- 1. The undersigned hereby guarantees to the Landlerd and to any mertgages holding a mortgage upon the interest of Landlerd in the Leased Premises, the dae and timely payment of all rost paybe under the Lease, and interest of Landlerd in the Lease are full, faithful, timely and complete performance by the Teasest of each and all of the covenants, conditions and provisions in the Lease continued on the part of the Teasest therein to be kept, observed and performed, for the full turns of the Lease and any extension or modification thereof, with no less force and effect thus if the undersigned were named as the Teasus in the Lesse. If Teasus shall defind at my less than in the payment of any rest or any other sound, costs or charges whetherever, or in the performance of my of the yearms or may rous us may occurs source, occurs or consigne with every or in the presentation of In mad obligations of Tennes, under or pursuent to the Leans, then the tenderingsoid, at its supe other covenants and obligations of Tennet, under or paramete to the Leans, then the undersigned, at its expanse, shall on demand of Landlord fully, and promptly, and well and truly, pay all rest, sums, costs and charges to be post by Tennet, and perform all the other covenants and obligations to be performed by Tennet, under or pursuant to the Leans, and in addition shall on Landlord's desirant pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on post date obligations of Tennet, costs advanced by Landlord, and damages and all expanses (including and minutes out pure case consequences to a consequence of Tenant's definite. This Guaranty and the actual attornayer fees and litigation costs), that may arise in consequence of Tenant's definite. This Guaranty and the actual inhality of the undereigned shall be shooting, continuing and universited, and shall in no way be impaired or affected. manually or the undervigues about the associate, continuing and universitied, and shall in no way be impaired or affected by any assignment which may be made of the Lesse, or any subjecting hereunder, or by any extensions(s) of the payment of any result or any other sums provided to be paid by the Tenant. The obligations of the undersigned payment of any recent or any other sums provided to be paid by the Teams. The obligations of the undersigned hereunder are independent of, and may exceed, the obligations of Teams. A separate action or actions may, at Landlord's option, be brought and presecuted against the undersigned, whether or not any action is first or subsequently brought against Teams, or whether or not Teams is joined in any such action, and the undersigned may be joined in any action or proceeding possessment by Landlord against Teams reining out of, in commentum with or bened upon the any action or proceeding possessment by Landlord against Teams triving out of, in commentum with or bened upon the Leans. The undersigned various may right to require Landlord to proceed against Teams or pursue any other remody in Landlord's power whetherver, my right to complete of delay in the outforcement of Landlord's rights under the Leans, and any demand by Landlord and/or prior action by Landlord of any nature whetherver against Teams, or otherwise.
- No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be a ber or defence to my further action or proceeding which may be brought under this Guaranty by reason of any further defends or definants of Tenant. The lithy of the undersigned shall not be leased to be weived, released, discharged, impaired or affected by reason of this release or discharge of the Tenant including, but not limited to, any release or discharge pursuant to may reorganization, readjustment, insolveney, including, but not limited to, any representings. There shall be no modification of the provisions of this Guaranty unless the receivership or benkruppoy proceedings. There shall be no modification of the provisions of this Guaranty unless the remaining in a writing and right and the Landburghand. receivership or benkruptiy precentings. There shall be no modificate same be in writing and signed by the undersigned and the Landlord.
- 3. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, her beirs, executions, administrators, and assigns, and shall insere to the benefit of the Landlord, its successors and assigns, and to any future owner of the fire of the Leased Premises referred to us the Lesse, and to any mortgages on the fee interest of the Lessel Premises referred to in the Lesse, and to any mortgages on the fee interest of the Lessel and to any mortgages on the fee interest of the Lessel and to any mortgages on the fee interest of the Lesse and to any mortgages on the fee interest of the Lesse or this Guaranty in whole or in part, and the undersigned agrees that as modification of the terms of the Lesse shall in anyway impair or affect the undersigned colligations betweender.
- If either party hereto brings any action to cuforen rights under this Guaranty, whether judicial, infrarive or otherwise, the preventing party in that action shall be extilled to recover from the losing party all foce and court costs incurred, including reasonable attentions make the recover from the losing party attentions and court costs incurred including reasonable attentions, whether such costs and fees are incurred out of court, at trial, on appeal, or is any bealtruptey processing. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.
- If any term or provision of this Guaranty, or the application thereof to any person or curtumstance, shall, to any extent, be invalid of unexforceable, the remainder of the Guaranty, or the application of such term or provision. to persons or circumstances other than those as to which it is held invalid or unemforceable shall not be affected thereby, and each term and provision of this Gueranty shall be valid and enforceable to the fullest extent permitted by applicable law. The execution of this Guaranty prior to the execution of the Lesse shall not invulidate this Guaranty or leases the obligations of the Guarantor(s) beressedet.

6. LANDLORD AND THE UNDERSIGNED HERETY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JUREDUCTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THE GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE. IN WITNESS WHEREOF, the undersigned has executed this Guaranty on this
DA MILHER AMERICA, DE MINISTERIO
GUARANTORMO. URBAN BRANDS, INC.
Tax ID No./SSN: SI - 037 36 78
TEX ID ROSSOR
STATE OF HENYOLK)SS COUNTY OF KIND)SS
L the undersigned, a Notary Public, do hereby certify that Mchael A, ABAIC personally known to me to be the WP OF GARLE of Urben Brands, Inc. a(a) De JAWARD corporations,
I, the undersigned, a Notary Public, as array to may a
knows to me to be the APP MARK of Urbes Brands, Inc. a(a)
representive known to me to be the person whose mane is substrated in the foregoing manuscript, apparent
resp this day in parasis and acknowledged the he signed and delivered the said instrument as each
Viel Mesident of said corporation, pursuant to authority given by the Board of Directors of said
Will 1/15-05 componenties, for the
corporation, as his free and voluntary and, and as the free and voluntary and and dead of said corporation, for the
purposes therein set forth
Given under my hand and notarial seel this
(Notary Scal)
Commission No. 1294 to TCHELL, Expiration Date: 1494 Public Grant of New York
No. 24-4572030

EXHIBIT "E"

EXISTING EXCLUSIVES/RESTRICTED USES

- Barnie's. Landlord thall not lease any other space in the Center to a tenant whose primary use is
 the sale of branded gournet coffee and ten (i.e., Starbucke, Caribon, etc.), provided, however, other
 tenants of the Center may sell branded gournet coffee and ten as an incidental part of their business.
- 2. Camille's. Landlord shall not lease any other space in the Center to a tenses whose primary use is (i) a bakery case similar to and including, without limitation, Penera, Atlanta Bread or Crispera, or (ii) the sale of wrap and/or penied style sandwiches in a quick service style restaurant, provided, however, such exclusions as to wrap style sandwiches shall not apply to burrites or any other traditional Mexican fare and such restriction shall not preclude Landlord from permitting other tenses of the Center to self wrap sandwiches or penint style sandwiches as an artillary part of their mema.
- 3. Chipotile Mexican Griff. Landlord shall not lease any other space in the Center to a tenant whose Primary Use is the sale of burnios, Mexican wraps, fajines or trees. "Primary Use" for purposes herein shall mean greater than 10% of the Gross Sales (as defined in the Chipotile Mexican Griff lease) of a tenant are generated from such use.
- 4. Cingular. Lindlord agrees not to enter into any new lease or permit anyons to use or occupy any space in the Center, including any expansion of the Center, whose primary use is the retail sale and service of wireless telecommunications equipment and services.
- 5. Cold Stone Creamery. Landlord shall not lease space in the Center to the following competitors of Cold Stone Creamery: Maggie Moo'a, Dairy Queen, Nestle Tollhouse, Ben & Jerry's, Hingen-Dazs, Carvel, Baskin Robbins, Brewsters, Marble Slab Creamery, or any other similar competitor.
- 6. Cost Plus, like. Landlord shall not permit any assignes or subtenset of an Anchor Terment or Replacement Anchor Terment to be primarily engaged in Cost Plus Inc.'s Primary Use. "Cost Plus Inc.'s Primary Use" shall bis defined as the operation of a store primarily engaged in the sale of wicker and rama furniture, prepackaged gournest foods (excluding a grocery store) and beartwine for off-premises consumption (excluding a grocery engaged in the sale of wicker and rates furniture, prepackaged gournest foods (excluding a grocery store) and beartwine for off-premises consumption (excluding a grocery, drug or convenience store). In addition, Landlord shall not permit any basis, the sale of wicker and rates furniture, prepackaged gournest foods (excluding a grocery store) and beartwine for off-premises consumption (excluding a grocery, drug or convenient store. For the purposes hereof, the display for sale or sale of the foregoing items on an iraddental basis shall mean that the sale or display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenents or occupants gross sales. An "Anchor Terment" is any national retail termen operating seventy-five (75) or more stores in the United States and initially occupying one or more of the spaces designated on the Site Plan attached to the Cost Plus, Inc. Lease as Anchor A, B, E or F.
- 7. EE Games, Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Cester, including any expansion of the Center, for the sale of video game hardware, software and accessories, electronis board games, hand-held entertainment hardware and software, computer related hardware and software, and/or the sale, resale, trading-in and renting of video games and personal computer games (the foregoing and any other such similar and related items and technological).

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

- Frameous Footweer. Landlord shall not lease space in the Center to another tenant that devotes more than fifteen percent (15%) of its gross leasable area to the sale of shoes or other footweer, now shall had cacept as noted below) permit any tenant or occupant of the Center to use more than fifteen percent (15%) of its gross leasable area for the sale of shoes or other footweer ("Exclusive Use"). This section shall not apply to Payleus Shoes, or one other store that salls unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3,500) square feet. Furthermore, provided that such shall not apply to those spaces designated as Anchors "A", "B, "C", "E", and "F" on Exhibit to operate in such spaces for the Exclusive Use without Endlord's consent and without modifying their leases, operating agreements or other similar documents nor to their satigates or substantal, provided that such assignment or subbet does not require Landlord's consent and further provided that such assignment or subbet does not require Landlord's consent and further provided that such assignment or subbet does not require Landlord's consent and further provided that such assignment or subbet does not require Landlord's consent and further provided that such assignment or subbet does not require Landlord's consent and further provided that such assignment or subbet does not require Landlord's consent and further provided that such assignment or substantal potential operation for the Exclusive Use without Landlord's consent and "A", "B", "C", "E and "P on Exhibit A to the Famous Footweer lease in the event that Landlord leasable schemes as the existing leasas for such spaces. In addition, this section shall not apply to large format sporting-agained stores or to a discount junior department store, including, without limitation, Ross Dress for beauty SteinMars, TJ Marci, Marchall's, Nordstross Rack, Kohl's and Bealls or another similar store.
- Firehouse Subs. Landlord shall not lease any other space in Building Bⁿ as shown on the site
 plan attached to the Firehouse Subs' lease as Exhibit A for the operation of a submarine sandwich shop.
- LNT, Inc. ("Lineas 'N Things"). Landlord shall not permit any assignes or subtenest of a Key Tenant (or Substitute) to be primarily engaged in Tenant's Primary Use. Tenant's Primary Use' shall be defined as the operation of a home flamishing store, which shall be defined as a store selling an uctimes as use operation of a notice transcring more, where stars or unitaries and houseward, asserting as a scalar partial as a sound partial as a second more related merchandise including linears and domestics, bathroom items and houseward, asserting as By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in Tennet's Primary Use: the retailers commonly known as Bed, Bath & Beyond and Home Goods. In addition, Landloré shall not parmit any assigness or subteness of a non-Anchor premise to display for sale or to sell, other than on an incidental basis, an assortment of home related merchandise including liners and domestics, bathroom items and houseweres. For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tensor's or occupant's gross sales. "Key Tensuss" are (i) Ross and (ii) one of Michaela, Cost Plus, or Petros. The following tenants may be substituted for the Key Tenants listed in (i) and (ii) above provided that they occupy at least eighty percent (80%) of the premises to have been occupied by the Key Tenant (and are competitives hereafter referred to individually as a "Substitutes" or collectively as "Substitutes"): A.C. Moore, Barnes and Noble, Borders, Books-A-Million, Sports Authority, Dick's Sporting Goods, REI Sports, TJ Masos, Marshalls, Nordstrom Rack, SteinMart, Office Depot, Office Max, Staples, CompUSA, Best Buy, Circuit City, Pier 1 Imports, Organized Living, Container Store, Babies R Us, Toys R Us, and

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

- 11. Michael's Stores, Inc. Neither Landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Center or any property consiguous to the Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture frames services, frames art, artificial flowers and/or plants, artificial floral and/or plants artificial floral plants artificial store, wedding or party goods (except apparel), scrap booking/memory book sore, or a store selling scrap booking/memory book supplies, accessories and/or decorations or other paper crafting (e.g. making greating cards, gift bags, tags and other related or similar items) supplies, accessories and/or decorations are supplied, accessories and/or decorations or other paper crafting (e.g. combinations of the foregoing caregories, or any store similar to Michael's Stores, Inc. in operation or merchandising. The foregoing section shall not apply:
- (i) to any lessue for which the sale of a product covered by the exclusive contained above is merely incidental to such lesses's primary use, so long as such lesses does not devote more than five hundred (500) lessable square feet in the aggregate to the sale of the products covered by this exclusive (but this subpart (i) shall not apply to picture framing services, it being the intention that no other occupant of the Centes shall be pennimed to offer picture framing services); and
- (ii) to Rods Dress for Less, Lineus 'N Things, Cost Plus, Petro or any initial occupant of the Anchor Premises; provided such initial occupant(s) is/are one of the following listed retailers: Home Goods, Bames and Noble, Borders, Books-A-Million, Sports Authority, TJ Maux, Marshalls, Bealls, Office Deput, Office Max, Staples, CompUSA, Best Buy, Circuit City, Fresh Market, Whole Foods, Pier I Imports, Organized Living, and Container Store.

Norwithstanding anything to the contrary stated above, no assignment, sublenting or transfer of the premises of an initial Anchor Tenant shall result in such assignee or sublesses or transferoe engaging in a use printerily for the sale of arts and crafts, framing services and sufficial flowers and/or plants or in performing any custom framing services. In addition, should the lease or occupancy agreement with an initial Anchor Tenant of the Center be terminated by Landlord or expire on its own terms, Landlord shall rubject the replacement tenant or occupant of such premises to Michael's Stores, Inc. exclusive stated in the first sentences of the first paragraph, "Initial Anchor Tenant" means Ross Dress for Less, Linear 'N Things, Cost Plus, Petos or any initial occupant of an Anchor Premises; provided such is listed as an acceptable replacement tenant in paragraph 8 of the Basic Lesse Provisions in the Michael's Stores, Inc.

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

that is generally recognized as Chinese food, food cooked in a wolk, soy sauce based food end/or food in a buffet formati.

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

- Petro Animal Supplies, Inc. Petro Ammal Supplies, Inc. shall have the exclusive right to sell pet food, pet supplies, live animals, pet grouning, pet training, and veterinary services in the Center except for the incidental sales and except for the Anchor Tenses premises, as defined below and except for the sale of such items by a drug store of 12,000 square feet or more or grecery store of fifteen thousand (15,009) square feet or more. Incidental sales shall mean the sale or display of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area. Norwithstanding the foregoing, the Anchor Tensast or Replacement Anchor Tenant premises (as defined in Exhibit H of the Petco Animal Supplies, Inc. lease) shall not be subject to the above exclusive. However, Leadland agrees that subject to the provisions of the next paragraph hereof, Landlord shall not permit any assignes or substants of an Ancher Tenant, nor shall it allow any Replacement Ancher Tenant except for an initial Replacement Ancher Tenant to be primarily engaged in Tenent's Primary Use, except for Ross and its sublessed's and/or sasignes's which are not subject to Petco Animal Supplies, Inc,'s exclusive. For the purposes hereof, "Tensar's Primary Use" shall be defined as the operation of a pet supply store, which shall be defined as a store selling per food, pet supplies, live animals, pet grooming, pet training and veterinary services. Landlord agrees not to sell to, !case to, nor approve any sublemes or assignment of lesse, or change in use, unless prevented by the terms of any lease then currently in force and effect, for any competing tenant, subtement, assignes or user. For purposes hereof, as "Anchor Teners" is Ross Dress for Less, Liners 'N Things, Cost Plus World Market, Michael's and a "Replacement Anchor Tenera" is any national teneral operating 75 or more stores in the United States or a regional tenunt operating 50 or more stores in the United States and Initially occupying one or more of the spaces designated on the Site Plan to the Petco Animal Supplies, Inc. lease as Anchor A, B, C. or E.
- 14. Planet Smoothie. Landlord shall not lease other space in the Center to a tenent or occupant of the Center whose primary use is serving smoothies (the "Euclusive Use"). For purposes hereof, "primary use" shall mean any tenent that achieves 30% or more of its gross sales from the sale of smoothies. The Exclusive Use shall not apply to current tenent/occupants of the Center, except that if Landlord has a right to approve any subjecting, easignment or change in use for such tenents/occupants, Landlord will withhold consent for any change in use or assignment/subjecting/transfer for the Exclusive Use.
- 15. Ross Florids Dress for Less, L.C. ("Ross"). No occupant or tenant of the Center, except a Co-Terant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged in Ross? Primary Use. No exsignce or subtenant of a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged for Ross Primary Use. Ross Primary Use shall be defined as the operation of an Off-Price department store selling an assentment of merchandise at prices reduced from those typically charged by full-price retailers. By way of example and for illustration purposes only, the following retailers are courspless of retail stores primarily engaged in the operation of an Off-Price Jepatrness store: T.J. Masos and Marshall's. For purposes of this section, "Co-Tenant" means Michael's, Cost Plus, Linens 'N Things and an "Anchor Tenant" is a national retailer with at least seventy-five (75)

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

- 16. Supercute. Landlord agrees not to enter into any new lease with any value oriented hair service tenant (such as Hair Cuttery, Great Clips, HeircolorXpress, Faminatis Same or Sports Clips) for any other space in the Center, provided, however, the foregoing shall not restrict, provided or prevent Landlord from leasing space within the Center to a full service hair saloss or day spa types tenans.
- 17. ULTA. "Tenant's Primary Business" shall mean (i) the retail sale of commetics, fragrances, hair care products such as shampoos, conditionars, gels, accessories; personal care appliances; other health and beauty aid items including feminine hygiene products; men's tolletries; analgasics; skin care products; body care products, deodorants; oral hygiene products; eye care products; and other health and beauty products sold in a majority of ULTA's stores; (ii) the operation of a full service hair salos; (iii) the operation of a nail salos; (iv) the operation of a part salos; (iii) the sale or providing of similar or related goods and services (including, without limitation, hosiery, costume jewelry, sunglasses and greeting cards) sold in a majority of ULTA's stores located in Florida. From and after the does of the remains and communing throughout the term of the ULTA lease, except of "Incidental Sales" (as hereinafted edifinal), no other premises within the Center (or any expansion thereof) shall be engaged in the retail sale of beauty products (including, without limitation, connectes, fragrances, professional hair care products, skin care products, and body care products or as a hair salos, beauty salos or nail salos. "Incidental Sales" shall mean the sale or display of such items or services in the leaser of (i) 1,000 square feet (finclusive of aisle space) of gross floor area, or (ii) 10% of the gross floor area of the store in question.

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

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

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

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

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- 20. Bings or similar games of chance, but state sponsored lottery rickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
- Video game, arcade, pinhall or amusement arcade or electronic game room (except as an incidental part of another primary business otherwise permissed herein);
- 22. Skating or roller rink;
- 23 Car wash in Phase I of the Center;
- 24. Second hand store, auction house, or flex market;
- 25. Restaurant within Phase I of the Center except that a cafe or coffee her or other limited service/self service restaurant shall be permitted in Phase I (provided such use is not located in the premises identified as Anchors A-F on the Site Phas unless such use is incidental to the primary use of such premises, including, without limitation, a coffee her operated by a book store) and except that a full service restaurant shall be permitted in the premises designated "Rest, 1" on the Site Plan;
- 26. Office or non-recail use (which shall not prohibit in the Center: (i) uses commonly referred to as "quesi-retail", "service retail of "retail offices" such as a travel agency, real estate office, insurance users, accounting! service, insurance brokerage, stock brokerage, financial services, densists, orthodomists, chiropractors, etc., so long as same are not located within the premises identified on the Site Plan as Anchors A F, (ii) any office space used by a retailer incidental to its retail operations, or (iii) a chopping center management office not to exceed 1,500 square feet provided it is not located within the premises identified on the Site Plan as Anchors A F);
- 27. Telemerketing or call center;
- 28. A "head" shop store or store specializing in the sale of drug pursphernalis;
- 29. An ATM (automatic teller machine) or similar machine dispersing money on the exterior of the buildings designated as Anchors A and C on the Site Pies (provided, however, that any ATM on the interior of those premises, including, without limitation, a free standing ATM unit or at a point of sale system of Anchors A and C, shall be permitted without restriction);
- For veterinary services or the overnight boarding of animals in the premises designated as Anchors A, C and D on the Site Plan;
- 31. No "High Intensity Parking Uses" (defined as a tensat or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of lessable floor area) is accordance with either customany shopping center practices or governmental regulations, whichever has a higher parking requirement shall be located within three hundred fifty (350) of the front and side perimeter walls of Anchor 8;
- Automobile and other products shows; and
- 33. Kioska within Phase I of the Ceraes.

LARGE APPAREL OF FLORIDA, INC. SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this 15^{44} day of Jamery, 2009.

Michael A. Absta Assistant Secretary

URBAN BRANDS, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this $15^{\rm th}$ day of January, 2009.

Michael A. Abete
Assistant Secretary

MARIANNE USPR, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

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

Michael A. Abats
Assistant Secretary

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

T .	
m	ro.
	10.

Case No.: 10-13026 (KJC)

LARGE APPAREL OF FLORIDA, INC.,

Debtor.

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

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

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

BMC Group, Inc.

Attention: Urban Brands Claims Processing

18750 Lake Drive East Chanhassen, MN 55317

(888) 909-0100

JAMES A. TIMKO California Bar No. 220140 jtimko@shutts.com SHUTTS & BOWEN LLP

300 S. Orange Avenue, Suite 1000

Orlando, FL 32801 407-423-3200

407-425-8316 (fax)

Attorney for MSKP Orlando Square, LLC

EXHIBIT B

B 10 (Official Form 10) (12/08)	
UNITED STATES BANKRUPTCY COURT District of Delaware	
Marianne USDO	PROOF OF CLAI
NOTE: This form should not be used to make a claim for an administrative expense arising after the consumption of Creditor (the person or other entity to whom the debtor owes money or property): Name and address where notices:	Case Number:
Name of Creditor (the person or other entity to whom the debtor owes money or property): Name and address where notices the U.S.C.	mmencement of the
Name and address. LLC whom the debtor owes money or property):	§ 503. A request for payment of an
	Check this how to indi
MSKP Orlando Square, LLC c/o James A. Timko Shutts & Bowen LLP, 300 South Organical States of the St	
Orange Ave. Suite 1000 0	
Telephone number:	Court Claim Number: (If known)
Name and address where payment should be sent (if different from above):	
payment should be sent (if different from above):	Filed on:
RECEIVE.	Check this have is
Tolonton IAM 4 ma and	Check this box if you are aware that anyone else has filed a proof of clain relating to your claim.
Telephone number: JAN 1 7 201	relating to your claim. Attach copy of statement giving persimilar
	statement giving particulars.
If all or part of the case Filed: 5 BMC GROU	P Check this box if you are the debtor
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not coll fall or part of your claim is entitled to a secured.	or trustee in this case.
below; however, if all of your claim is unsecured de	5. Amount of Claim Entitled to
If all or part of your claim is entitled to priority, complete item 5.	Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following
Check this has is a second to priority, complete item 5.	one of the following categories,
statement of interest or cheeses interest or other charges in addition	check the box and state the amount.
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach ite statement of interest or charges. Basis for Claim: (See attack at the content of the principal amount of claim).	min. 1
(See instruction (See instruction)	mized Specify the priority of the claim.
(See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor:	□ Domestic cu
and the same of same and same of same	Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3a. Debtor may have scheduled account as:	(-)(A) or (a)(1)(B).
Secured On (Control of the Control o	Wages, salaries, or commissions (up
Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your also in the secured control of the secured control	to \$10,950°) earned within 180 days before filing of the bankruptcy
information.	petition or cessation of the debtor's business, whichever
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the request Nature of property or right of setoff: Real Estate	business, whichever is earlier - 11 U.S.C. §507 (a)(4).
Describe: Real Estate Motor Vehicle Other	1.7.7
Whotel Venicle Other	☐ Contributions to an employee benefit plan – 11 U.S.C. 8507 (cvs.)
Value of Property:\$ Annual Interest Rate %	- 3007 (a)(3),
Amount of arrearage and att.	Up to \$2,425* of deposits toward
Amount of arrearage and other charges as of time case filed included in secured claim,	purchase, lease, or rental of property
Dasia IOF Derfection.	or services for personal, family, or household use – 11 U.S.C. §507
Amount of Secured Claim: \$	(a)(7). 47 O.S.C. §507
Amount Unsecured: \$	□ Taxes or ¬¬¬ · · ·
The amount of all payments on this 1	☐ Taxes or penalties owed to governmental units — 11 U.S.C. §507
ocuments: Attach reducted coming the purpose of making this proof of the	(a)(8). 4 This = 11 U.S.C. §507
nove at	Other - Specie
nay also attach a summary. Attach redacted copies of documents providing evidence of perfection of of SEND ORIGINAL STATES.	✓ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(2).
also attach a current	
nay also attach a summary. Attach redacted copies of documents providing evidence of perfection of or SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS.	Amount entitled to priority:
- SOUMENIS MAY BE DESTROY	s 23.032.18
ocuments are not available, please explain:	
	*Amounts are subject to adjustment on
e: Signature T	respect to cases commenced
Signature: The person filing this claim must sign it. Sign and point name and title, if any, of the creation address above. Attach copy of power of attorney, if any.	the date of adjustment.
other person authorized to file this claim must sign it. Sign and point name and title, if any, of the creaddress above. Attach copy of power of attorney, if any. James A. Timko - Attorney of the creation	editor or FOR COURT USE ONLY
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Anometror MSKP Orlando Source	1) 核 10 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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ATTACHMENT TO PROOF OF CLAIM

Case No. 10-13030 (KJC)

MSKP Orlando Square, LLC ("Claimant")

Marianne USPR, Inc. ("Debtor")

Claimant asserts the following claims against the Debtor:

The Lease and Bankruptcy

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

Attached to the Lease is a guarantee and joinder (the "Guarantees") of all obligations owed by the Debtor under the Lease that were executed by co-debtor Urban Brand, Inc. and the Debtor. A copy of the Lease and the Guarantees are attached hereto as <u>Exhibit "A"</u>.

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

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

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

The Claim

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

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

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

EXHIBIT "A"

RETAIL LEASE

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

I. Background.

- 1.1 · Sand Lake OBT, LLC ("Original Landlers") and Marianne USPR, Inc. entered into that certain Lease dated June 19, 2006 (the "2006 Lease") for the leased premises known as Store No. D116-D114, Oriendo Square Shopping Center, 1700 West Sand Lake Road, Orlando, Florida, as more particularly described in the 2006 Lease.
- 1.2 : Landlord is successor in interest and title to the Original Landlord and is the owner and holder of the Original Landlord's inserest under the 2006 Lesse.
- 1.3 Marianne USPR, Inc. assigned all of its right, title, and interest under the 2006 Lease to MadRag Clothing of Orlando Square LLC by that certain Lease Assignment and Assumption Agreement dated July 31, 2008. Landlord consented to such assignment. MadRag Clothing of Orlando Square LLC defaulted under the 2006 Lease by failing to pay the rent due and abandoning the Leased Premises (as defined below).
- 1.4 Marianne USPR, Ins. and Tenset are both wholly owned subsidiaries of Urban Brands, Inc., the Guarantor under the 2006 Lease.
- 1.5 Landlord desires to re-lease to Tenent, and Tenent desires to re-lease from subject to provisions of this Lease.
- 2. Definitions. The capitalized terms used but not defined in this Lease shall have the same definitions given to them in the 2006 Lease, unless the context clearly indicates a contrary intent. For by the last one of the parties to do so.
- 3. Notice Addresses. All notices to Tenant under this Lease shall be sent to Urban Brands, Inc., Attention: Corporate Real Estate Dept., 100 Metro Way, Secaucus, NJ 07094. All notices to Landlord under this Lease shall be sent to MSKP Orlando Square, LLC, Mr. Timothy F. Vallace, Vice President Leasing, Kitson & Partners, LLC, 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418, Attention: Legal Department.
- Landlerd's Payment Address. All payments to be made to Landlerd under the Lease shall be sent to MSKP Orlando Square, LLC, P.O. Box 919093, Orlando, Florida 32891-9093, Attention:
- Leased Premises. Landlard leases to Tenant, and Tenant leases from Landlard, Suite/Bay No. D116-D114, Orlando Square Shopping Center, 1728 West Sand Lake Road, Orlando, Florida 32809, as more particularly described in the 2006 Lease. (the "Leased Premises") under the terms, coverants, conditions, and provisions set forth in this Lease.

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6. Restal Payments.

- 6.1 General. The Rental payments due under this Lease shall continue to be due at the same rental rates in effect under the 2006 Lease (Sections I.1(I) and 3.1(A) as to Fixed Rent, 3.1(B) as to Percentage Rent, 1.1(L)(a) and 4.3 as to Common Area Maintenance Contribution, 1.1(L)(b) and 10.2 as to Tuxes, and 1.1(L)(c) and 10.5 as to Insurance, collectively referred to in this Lease as "Rental Payments").
- 6.2 Rent Deforment. Provided Tenant is not in default beyond any applicable grace period and Tenant is continuously operating in the Leased Premises as an Ashley Stewart or other Urban Brands rentil store, Landlord agrees to defar 50% of the Rental Psyments (the "Deformed Rent") until June 30, 2011. Tenant shall commence the full Rental Psyments and pay the lump sum of all accrued Deformed Rent on the earlies to occur of: (i) July 1, 2011, (ii) the date Tenant is in default of the Lease beyond any applicables cure period, (iii) the date Tenant ceases operations in the Leased Premises as to the commencement of full Rental Psyments under the Lease, and 30 days following the date that Tenant ceases operations in the Leased Premises as to the accrued Deformed Rent, (iv) Tenant's disclosure of the terms of this rent deforment to any other tenant in the Shopping Center, or (v) Tenant's transfer of this Lease to an entity that is not directly affiliated with Tenant, or to an entity that is affiliated with Tenant, but does not have a net worth that is equal to or greater than Tenant's not worth.
- 7. 2006 Lease Deliaquemery Payment. Tenent shall pay the additional sum of \$20,874.00 to Landlord by April 1, 2009, which is the amount currently due and owing under the 2006 Lease. Tenent shall also pay when due the Common Area Maintenance Contribution, Taxes, Insurance, or any other amounts that may be owed under the 2006 Lease for the period prior to the Commoncement Date (as defined below) of this Lease. Such payment shall be considered additional rest under this Lease.
- 3. Lease Term. The Lease Term and Tenant's obligation to pay the Rental Payments for the Leased Premises shall commence on January 31, 2009 (the "Commencement Date"), and shall expire on August 31, 2016, as entended or sooner terminated under the terms of the Lease.
- Gross Leasable Area of the Leasad Premises. Landlord and Tenant agree that the Gross Leasable Area of the Leasad Premises is 6,680 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.
- the condition of the Leased Premises. Landlord has made no representation or promise as to improvements in order to make the Leased Premises suitable for Tenant. Tenant shall not receive any tenant finish work allowance for the Leased Premises. Tenant has inspected the Leased Premises, is fully familiar with the physical condition of the Leased Premises, and shall accept the Leased Premises "as is, where is, and with all faults". Landlord shall not be liable for any latent or patent defect in the Leased Premises.
- II. Incorporation of Terms of 2006 Lesse. Subject to the provisions of this Lesse, the terms and provisions of the 2006 Lesse are incorporated into this Lesse by this reference as if fully set forth in this Lesse. In the event of any conflict between the provisions of the 2006 Lesse and the provisions of this Lesse, the terms of this Lesse shall control. As to the provisions of the 2006 Lesse which are incorporated into this Lesse, the following changes (applicable to this Lesse only) are made:
 - il. I The last paragraph of subsection I.I(I) dealing with the "Rent Credit" is deleted.

- 11.2 · Subsection 1.1(N) (Tenant Allowance) is deleted.
- 11.3 As to subsection 1.1(O)(2) (Minimum Gross Sales Clause), should Terent exercise its option to terminate under the terms of this subsection, Terest shall provide simultaneously of terminates to Landlord the payment in full of all accrued Deferred Rent through the date
- 11.4 · Section 15.8 (Operation) is deleted. Notwithstanding saything to the contrary in the 2005 Lease (i) Tenant shall be open and operating, fully fixtured, stocked with "in season" merchandise, and staffed in the Leased Premises no later than January 31, 2002; and (ii) throughout the Lease Term, Tenant shall actively conduct its business upon 100% of the Leased Premises at least for the Minimus Eusiness Hours of 10:00 a.m. to 6:00 p.m. Monday through Saturday.
 - 11.5 Any officet rights granted to Tenant in the 2006 Leans are deleted.
- 11.6 EXHIBIT "E" (Existing Exclusives) is deleted and replaced with the EXHIBIT "E" attached to this Lesse.
- 12. Landlard Recapture Right. Landlard or its agents may exhibit the Leased Premises to prospective tenants after reasonable advance oral or written notice to Tenant. At any time during the Lease Term while Tenant is paying anything less than the full amount of the Rental Payments, if Landlard finds a replacement tenant for the Leased Premises, Landlard shall have the right to terminate this Lease (the "Replacement Recapture Right") upon 60 days' written notice to Tenant (the "Replacement Recapture Notice"). Should Landlard exercise its Replacement Recapture Right, Tenant shall have 30 days from the date of the Replacement Recapture Notice to either (i) vacate the Leased Premises in accordance with the terms of the Lease, and pay to Landlard an amount equal to (a) three months of Remis Psyments and (b) all accrued Deferred Rent; or (ii) provide written notice to Landlard advising of its rejection of Landlard's Replacement Recapture Right; at which time Tenant shall immediately commence paying full Rental Psyments under the Lease and all accrued Deferred Rent.
- 13. Guaranty. Guarantor absolutely and unconditionally guaranties payment and performance of all obligations of Terant under this Lesse in accordance with the terms of the Guaranty executed in connection with the 2006 Lesse, which is incorporated into this Lesse by this reference as if fully set forth in this Lesse. The Guaranty to the 2006 Lesse shall remain in full force and effect.
- 14. 2006 Lease Defaults; No Nevation. This Lease in no way entinguishes any liability of Marianus USPR, Inc. or Guarantor under the 2006 Lease. Landlord, Marianus USPR, Inc., and Tenust agrees that this Lease shall not constitute a novation of the 2006 Lease. Marianus USPR, Inc. and Guarantor acknowledge that they remain liable under the 2006 Lease and that this Lease in no way effects such liability.
- 15. Atterneys' Fees. Tensor shall reindures Landlord up to \$1,000.00 for Landlord's automeya' fees and costs associated with the preparation and negotiation of this Leass.
- 16. Broker. Landlord and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Leasa. Landlord and Tenant shall indemnify, defend, and save the other hamaless from and against any claims for fees or commissions concerning the Leasad Premises or this Leasa including astorneys' fees incurred in the defense of any such claims.

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- 17. Radon Gas. The following notification is provided under Section 404.056(6), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
- 18. Lient. The interest of Lendlard in the Lenned Premises shall not be subject in any way to any lient, including construction lient, for alterations made by or on behalf of Tenant. This conclusion is made with express reference to Section 713.10, Florida Statutes, if any lien is filed against the Lenned Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a board under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Lendlard harmless from and against any damage or loss, including reasonable automays' fees, incurred by Lendlard as a result of any tiens to other claims arising out of or related to work performed in the Lenned Premises that he interest of the Lenned not be subject to Hem.
- 19. Entire Agreement. This Lease, including all Exhibits attached to this Lease, contains the entire agreement of the parties, both written and oral, as to the Leased Premises, and shall not be amended, altered, or otherwise modified except by an agreement in writing signed by both parties.

SIGNATURES ON FOLLOWING PAGE!

WP800CS 7643538 2 DRAFT 1/14/09 IN WITNESS WHEREOF, Landlord and Terrant have duly executed this Lease as of the Date of this Lease.

WHINESSES: Signature of Witness I Print name of Witness 1 Signature of Witness 2 Frint name of Witness 2 Print name of Witness 2	LANDLORD: MSKP ORLANDO SQUARE, LLC, a Delaware fimited liability company By: Name: Title: Vice Recorder Data Executed: 115 05
WITNESSES:	TENANT:
Rella Signature of Witness I	LARGE APPAREL OF FLORIDA, INC., a Florida corporation
Print name of Witness 1 CLA C Signature of Witness 2	By: ANTA D. BRITT Title: ANTA D. BRITT CORPORATE SEAL)
CHAISTRAL GIBYAGE O	Date Executed: JANUARY 15, 1009

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JOINDER OF GUARANTOR

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

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

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

WITNESSES:

Seller -

Print name of Witness I

Signature of Witness 2

CHATSYDDU & GEOVACCO
Print name of Witness 2

GUARANTOR:

URBAN BRANDS, INC., a Delaware corporation

By: / Superior | Super

[CORPORATE SEAL]

Date Executed: JANUARY 15, 3004

Joinder of Marianne USPR, inc.

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

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

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

WITNESSES:

Signature of Witness !

AFALIADETE SULLIVAN
Print name of Witness I

Signature of Witness 2

CHRISTIVE CZBERGE &

MARIANNE USPR, INC., a Delaware corporation

By: Unde 9 & Name: ANTA D. BRITT
Title: SENIOR VICE PRESIDENT/CFÓ

[CORPORATE SEAL]

Date Executed: SANVALY IS, 2009

WPSDOCS 7641518 2 DRAFT 1/14/09

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exhibit "a"

2006 LEASE

"#PBDOCE 7641518 2 DRAFT 1/14/09

Shopping Center Lease

THIS SHOPPING CENTER LEASE, made and entered into as of the 1914 day of May 2008 by and between Landlord, as hereinafter defined, and Tenant, as hereinafter defined.

WITNESSETH

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

ARTICLE I

FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS

Section 1.1 Fundamental Lease Provisions.

A. SHOPPING CENTER:

Orlando Square Orlando, FL

B. LANDLORD:

HOME OFFICE:

NOTICE ADDRESS:

Sand Lake OBT, LLC

Same as Home Office Address

RAM Realty Services 3399 PGA Blvd.

Suite 450

Palm Beach, FL 33410

C. RENTAL PAYMENT PLACE:

Same as Home Office Address

D. <u>TENANT</u>:

HOME OFFICE:

NOTICE ADDRESS:

Urban Brands, Inc.

Same as Home Office Address

Attn: Corporate Real Estate Dept.

100 Metro Way

Secaucus, NJ 07094

- E. <u>LEASED PREMISES</u>: Leased Premises shall constitute and mean that portion of the Shopping Center premises identified and/or outlined in red on Exhibit "B" hereto, containing approximately 6680 square feet, known as space number <u>D116-D114</u>.
- F. PERMITTED USES: The Leased Premises shall be used for a retail clothing store, including accessories, the incidental sale of shoes (in not more than 10% of the floor area of the leased premises) and other related items as well as gift and sundry items and for no other purposes whatspever. Tenant may not use the premises in violation of applicable law or the other exclusive uses and prohibited uses set forth on Exhibit E attached hereto and made a part hereof. The Tenant shall always conduct its operations in the demised premises under its trade name, Ashley Stewart, Marianne, Marianne Sizes 2-24 or under such other trade name to which the Landlord explicitly provides its consent in writing, provided, however, that a majority of Tenant's stores are operated under the same name and that in no event shall such trade name conflict with or duplicate the trade name of any other tenant or occupant in the Shopping Center.

- LEASE TERM: The Primary Term of this Lease, is outlined as and shall be for a period of Ten (10) years and several months ending on the first January 31st following the tenth (10th) anniversary of the Commencement Date, as defined below). Tenant's obligations hereunder (other than the payment of Rent) shall commence on the date of delivery of possession of the Leased premises to Fermi. Tenant's obligation to pay rent and additional rent shall begin on the Commencement Date which shall be the earlier of
 - (a) 180 days after Landlord has tendered possession of the Leased Premises to
 - (b) (ii) the date on which Tenant opened Leased Premises for business.

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

- LEASE YEAR: As used herein, the term "Lease Year" shall mean each successive period of twelve (12) calendar months, the first commencing with the first day of the first full calendar month from the Commencement Date and successive lease years commencing on the succeeding anniversaries thereof.
 - RENEWAL OPTIONS: Provided Tenant is not then in default hereunder Tenant shall have the right and option to extend the term of this Lease for one (1) additional consecutive period of five (5) years, beyond the expiration of the Primary Term upon the terms and conditions as set forth herein. Tenant may exercise its option for such term by delivery of written notice to Landlord at least (180) One -hundred eighty days before the expiration of the Primary Term.

FIXED RENT: PRIMARY TERM: FIVE (5) YEARS

30.00 per sq.ft. \$16,700.00 monthly \$200,400 (i) five (5 %) Percentage Rent Rate (ii) \$4,008,000 Base Gross Sales Amount

FIXED RENT: PRIMARY TERM: FIVE (5) YEARS

6-10 year \$ 33.00 per sq.ft. \$18,370,00 monthly \$220,440 (i) five (5 %) Percentage Rent Rate (ii) \$4,408,000 Base Gross Sales Amount

FIRST OPTION TERM: FIVE (5) YEARS

1-5 year \$38.00 per sq.ft. \$20.040.00 monthly \$240.480 annually (i) five (5%) Percentage Rent Rate (ii) \$4.809.600 Base Gross Sales Amount.

Tenant shall be entitled to a rent credit of \$6 per square foot (\$40,080) (the "Rent Credit") towards Tenant's construction costs. Such Rent Credit shall commence on the Commencement Date and shall be deducted in equal monthly installments of \$3,340,00 for a period of 12 months. Tenant shall be entitled to deduct said amount from the entire rental obligation due per month until said amount is completely applied.

LANDLORD'S TAX I.D. NO.: Landlord's Tax Identification Number ("TIN") is 03-05/4040 K. If Landlord does not provide Tenant with its TIN, Landlord affirmatively represents that Landlord is not subject to 1099 withholding. Landlord further acknowledges that Tenant may, if required by Law withhold a portion of Landlord's Fixed (Minimum) Rent payment and pay said withheld payments to the Internal Revenue Service, without incurring any liability to Landlord.

- L. a. COMMON AREA MAINTENANCE CONTRIBUTION: (not including 10% administrative fee) Shall not exceed \$1.43

 for the first year, and may be adjusted annually, but not to exceed 5 %, in any one (1) year, payable in equal monthly installments of \$ 796.03 (See Section 4.3 B).

 b. TAXES: Shall not exceed \$ 2.12 for the first year, and may be adjusted annually, payable in equal monthly installments of \$1.180.13 (See Section 10.2).

 c. INSURANCE: Shall not exceed \$.78 for the first year, and may be adjusted annually, payable in equal monthly installments of \$423.00 (See Section 10.5).
- M. PRO RATA SHARE: 6680/192,000 (3.479%) per cent, representing the total number of square feet in the Leased Premises divided by the total number of leasable square feet in the Shopping Center. (3<. Section, 15-7)
- N. TENANT ALLOWANCE: Landlord agrees to reimburse Tenant for a portion of the costs incurred as part of construction by tenant of its tenant improvements (the "Tenant Work") in the amount of \$167,000.00 (the "Tenant Improvement Allowance"). Landlord shall disburse the Tenant Improvement Allowance to Tenant on a date which is not more than thirty (30) days after the last of the following to have occurred: 1-the commencement Date; 2- delivery to Landlord of a copy of Tenant's final certificate of occupancy for the Leased Premises 3-delivery to Landlord of a certificate from Tenant's architect certifying the completion of the Tenant's Work; and 4-delivery to landlord of a final request for payment, together with a lien waiver from Tenant's general contractor for work and materials provided to the Leased Premises.
- TENANT'S RIGHT OF TERMINATION: Tenant has the right to cancel this Lease if any of the following conditions or circumstances occur:
 - 1. OCCUPANCY CLAUSE: If the percentage of the leased and occupied portion of the shopping center falls below 50% of the total leasable area of the Center for a period greater than six (6) months thereafter, Tenant will continue its operation in the Leased Premises paying three percent (3%) of previous month's gross sales, not to exceed the fixed minimum rent, on a monthly basis until such time as the occupied portion of the total leasable area is increased to the 50% figure whereupon Tenant shall pay fixed minimum rent and percentage rent as provided for herein.

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

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

2. MINIMUM GROSS SALES CLAUSE: In the event that the Tenant's Gross Sales(as defined below) during the fifth Lease year, are less than \$1.200.000.00 (One Million Two Hundred Thousand Dollars and 00/100), Tenant shall have the one-time right to terminate this Lease by giving written notice of its election to terminate within 60 days of the start of the sixth Lease Year, and the cancellation will be effective 30 days after the giving of such notice. Tenant will not be obligated to continue its operation in the Leased Premises after the giving of such notice however Tenant agrees to reimburse Landlord for the unamortized portion of the Tenant Improvement Allowance within thirty (30) days of delivery of such tenant notice.

Q. EXHIBITS

Exhibit A - Legal Description

Exhibit B - Site Plan

Exhibit C - Landlord's Work (N/A)

Exhibit 61 Construction Checklist (NA)

Exhibit C2 - Store Layout (page 1 and Lighting Grid (page 2)

Exhibit D - Sign Criteria

Exhibit E - Existing Exclusive Uses and Prohibited AND/OR Restricted Uses

Exhibit F - Shopping Center Rules And Regulations-See ARTICLE VII, Section 7.2

ARTICLE !!

SHOPPING CENTER, LEASED PREMISES AND TERM

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

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

В.

Section 2.2 Leased Premises.

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

Section 2.3 Term;

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

Section 2.4 Statement as to Lease Term.

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

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

Section 2.5 Tenant to Open for Business.

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

ARTICLE III RENTALS

Section 3.1 Fixed Rent and Percentage Rent

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

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

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

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

Section 3.2 Definition of Gross Sales.

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

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

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

Section 3.3 Sales Records, Reports and Examination.

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

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

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

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

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

ARTICLE IV COMMON AREAS, THEIR USE AND CHARGES

Section 4.1 Common Areas.

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

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

Section 4.2 Use of Common Areas.

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

Section 4.3 Cost of Maintenance of Common Areas.

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

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

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

- For the purpose of this Section, "Common Area Maintenance" means the cost and expenses C. incurred in operating, managing, repairing, replacing painting, insuring and maintaining the Shopping Center and all common Facilities (as hereinafter defined), actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, including without limitation the following: the cost of property and public liability insurance common area utility charges, planting and landscaping, parking lot cleaning, patching, seal-coats, painting and re-striping; cleaning; painting; roof repairs; irrigation or fertilization, Shopping center sign repair and maintenance maintain lighting; trash removal; management fees; maintenance, repair, and cleaning of public restrooms, sidewalks, stairways, curbs, Shopping Center signs, directional signs, markers and bumpers; reasonable operating reserves, janitorial services charges storm drainage and other utility systems, plumbing and electrical systems, fire protection and security alarm systems, and the cost of security guards. In addition to the Common Area Maintenance charges, Landlord shall be entitled to charge an administrative fee of fifteen percent (15%) of the total Common Area Maintenance charges for the Shopping Center. "Common Facilities" means all areas, space, equipment and special services provided for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including parking areas, access roads, driveways, retaining walls, landscaping areas, truck service ways or tunnels, loading docks, pedestrian mails, courts, stairs, ramps and sidewalks, comfort and first-aid stations, washrooms and parcel pick-up stations.
- For the purposes of this Section, there shall be excluded from Common Area Maintenance Charges the following: ;
 - (1) Depreciation on equipment;
 - Initial cost of constructing the Shopping Center, Leased Premises and Common Areas; (2)
 - (3) Costs of replacement of any parking area;
 - Capital expenditures including, by way of example, but not limited to, replacement of (4)roofs (unless same are designated to and which do result in savings or reduction in Common Area Maintenance charges).
 - Advertising and/or promotional expenditures;
 - Compensation paid to clerks, attendants or other persons in connection with lottery or other concessions operated by Landlord, unless such clerks are employed for purposes of operating the Shopping Center in addition to such lottery concessions and then only to the extent of the percentage of such employment;
 - The removal of rubbish for other occupants;
 - Wages, salaries or other compensation paid to any executive or employee above the grade of Shopping Center Manager;
 - (10) Expenses incurred due to the negligence of Landlord or any occupant of the Shopping Center or their respective agents, employees or contractors;
 - Such costs as may be offset by contributions to Common Area and Common Improvement costs by tenants or occupants of space that is excluded from the denominator of Tenant's proportionate share of such charges;
 - (12) Fines, penalties, costs, expenses, or interest thereon, and/or liabilities arising out of or connected with Landlord's breach of the Lease or imposed upon Landlord or any

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

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

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

ARTICLE V

Section 5.1 Utilities.

- A. All mains, conduits and meters in order that water and sewer facilities, natural gas, electricity, telephone and any utilities in amounts necessary to Tenant's conduct of business be available to the Leased Premises have been installed and Tenant has accepted same as "as-is". It is understood that all utility services hereunder shall be separately metered to the Leased Premises.
- B. Tenant shall be responsible for and shall promptly pay all reasonable charges, when due, for water, sewer, natural gas, electricity, telephone and any other utility used upon or furnished to the Leased Premises by Landlord or Tenant. Tenant's obligation to pay for such utilities shall commence as of the date of Tenant's entry into the Leased Premises or the date possession of the completed Leased Premises is delivered to Tenant.

Section 5.2 Furnishing of Utility Services.

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

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord.

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

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

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

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

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

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

Section 6.2 Repairs and Maintenance by Tenant.

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

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

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

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

Section 6.3 Inspection.

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

Section 6.4 Replacement of Glass.

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

ARTICLE VII USE OF LEASED PREMISES

Section 7.1 Use of Leased Premises.

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

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

Section 7.2 Rules and Regulations.

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

Section 7.3 Signs, Awnings and Canopies.

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

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

Section 7.4 Noise, Obstruction and Nuisances.

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

Section 7.5 Adjacent Tenancy.

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

ARTICLE VIII TENANT'S BUSINESS RELATIONSHIP

Section 8.1 Relationship of the Parties.

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

Article IX

ADDITIONS, ALTERATIONS AND PERSONAL PROPERTY

Section 9.1 By Landlord.

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

Section 9.2 By Tenant.

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

Section 9.3 Indemnity and Insurance.

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

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

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

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

Section 9.4 Mechanic's Liens.

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

Section 9.5 Personal Property.

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

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

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

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

ARTICLE X TAXES AND INSURANCE

Section 10.1 Tenant's Taxes.

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

Section 10.2 Tenant's Participation in Real Estate Taxes.

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

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

Section 10.3 Liability Insurance.

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

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

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

Section 10.4 Increase in Fire Insurance Premium.

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

Section 10.5 Landlord's Property Insurance.

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

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

ARTICLE XI

<u>DAMAGES. DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES</u> Section 11.1 <u>Damage or Destruction by Fire or Other Casualty.</u>

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

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

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

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

Section 11.2 Mutual Release and Walver.

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

Section 11.3 Condemnation,

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

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

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

ARTICLE XII
DEFAULT BY TENANT AND REMEDIES

Section 12.1 Default.

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

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

Section 12.2 Landlord's Remedies.

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

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

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

Section 12.3 Default by Landlord.

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

Section 12.4 Tenant's Kemedies.

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

Section 12.5 Expenses and Attorneys' Fees.

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

ARTICLE XIII MORTGAGE FINANCING AND SUBORDINATION

Section 13.1 Subordination.

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

ARTICLE XIV Delivery OF PREMISES

Section 14.1 As-Is.

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

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

ARTICLE XV OTHER PROVISIONS

Section 15.1 Indemnity.

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

Section 15.2 Definition and Liability of Landlord.

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

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

Section 15.3 Assignment or Subletting.

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

UBI LEASE : 05/23/05

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

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

Section 15.4 Notices.

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

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

Section 15.5 Interest on Late Payments,

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

Section 15.6 Short Form Lease.

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

Section 15.7 Surrender of Leased Premises and Holding Over.

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

Section 15.8 Operation.

UBI LEASE: 05/23/06

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

Section 15.9 Pro Rata Share.

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

Section 15.10 Entire and Binding Agreement.

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

Section 15.11 Provisions Severable.

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

Section 15.12 Captions.

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

Section 15.13 Intentionally Deleted.

Section 15.14 Quiet Enloyment.

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

Section 15.15 Environmental.

UBI LEASE: 05/23/04

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

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

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

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

UBI LEASE: 05/23/06

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

WITNESSES:

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

By:

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

By:

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

WITNESSES:

By:

By:

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

TENANT:

Marianne USPR, INC.

As To Tenant

By:

Ethan Shapiro or Michael A. Abate
Its Authorized Representatives

Orlanda Squara Shanning Center Orlanda, FL

EXHIBIT C TO LEASE AGREEMENT BETWEEN SAND LAKE OBT. LLC. AS LANDE ORD. AND URBAN BRANDS, INC. AS DENANT.

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

Revised 10/20/04 (S)

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

LANDLORD'S WORK

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

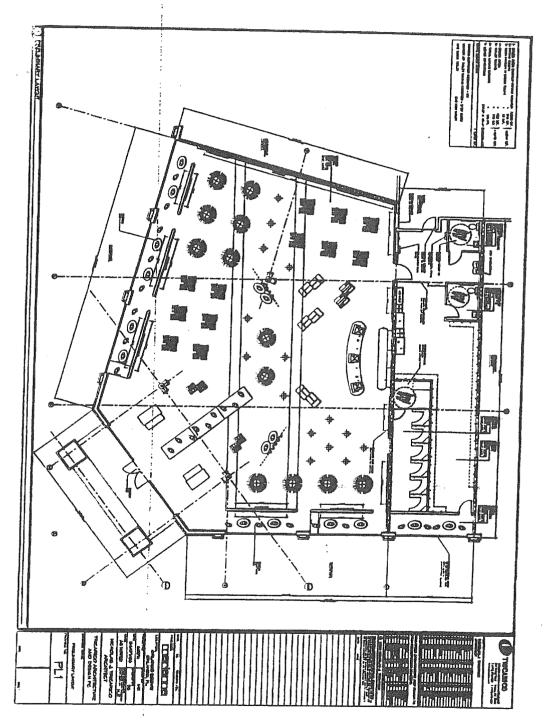


Exhibit C-2"

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

SITE PLAN

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

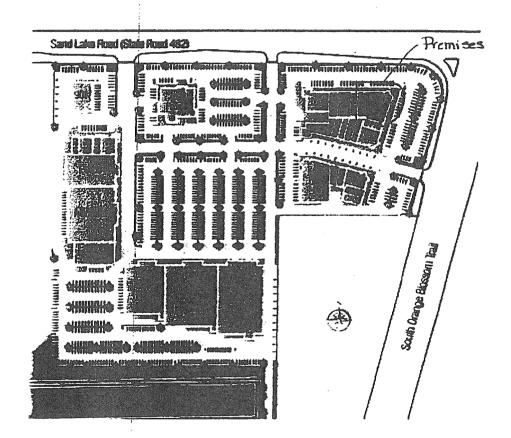


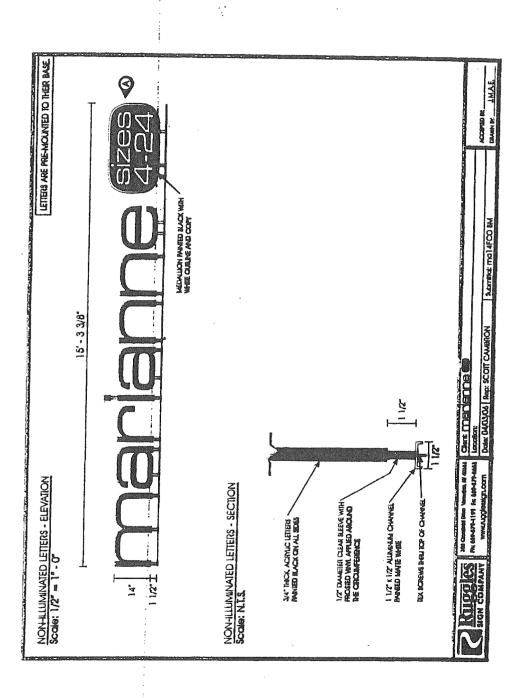
EXHIBIT D TO LEASE AGREEMENT HET WEEN SAND LAKE OBT. LIJ. AS LANDLORD, AND URBAN BRANDS, INC. AS TENANT

SIGN CRITERIA

Slows shall be formished and justified by Tenant in accordance with the following

- I. Detailed drawines, for all now stoms to be built and installed by Tennet and alterations to existing building stoms must be submitted to Landlord for amorphic for installation. The drawines aball indicate the location, rice javant, desire, results and color of the proposed stor as it would leak as the storefront, including all eithering and remaines. The Tennet shall make it manufact affine materials if remained by Landlord. Landlord may withhold its amore of the approach size of the approach is Landlord's discretion. Tenest will obtain all anniforable normals, and construct and lantid the non-attraction time at Tenest's constant and lantid the normal of any aristing store. Tenest will averted Landlord with the name of the rice installer and a converte of carrifficate of insurance covering the installation work on the property in amounts antisfactory to Landlord.
- I count is removable for searche that all size including and measureches with local facilities codes and is farther removable for the work parterned by its iran contractor, including the sealing in a waterstand measure of any building or facula negatively. Care should be taken in account domestic at the faculated during or facula negatively. Tenent's stem contractor, shell be removable for making the electrical connection for the size and coordinating connection with Tenent's Removal circumstants.
- 3. Landlerd reserves the right to make creentless to these remotessants for "nucleon" or "Makes" increase.

 Franchise or contends since not conforming to these criteria must be submitted to Landlerd and will be reviewed for universal on a case-broom basis.
- 4. Transit somes to hashed a finance of all times in send condition and remain including but not limited to pecling nature. Indeed lectural cases, berned sent builts and/or builters. Unconversation the Leased Promises, I count shall remain the sken and contains the factor in the particles and in the particles and approved of Leastlord.
- 5. Unsutherized dens will be removed by Landland without notice. Landland reserves the right to choose Landland's stem criteria so loss on the new ciera criteria is multimake enforced by Landland.
- 6. To the extent coherer structure arists, such three are subject to the same conditions outlined above, including the renument of Landbord's arists arrays are transported similar and harmonloss to existing concern drawn.



" Exhibit 0"

LAHEIT R TO LEAST AGREEMENT BETWEEN SAND LAKE OUT, LLC. AS LANDFORD, AND URBAN BRANDS, INC. AS TENANT

EXISTING EXCLUSIVE USES AND PROHIBITED AND/OP RESTRICTED USES FOR ORLANDO SOLIARE

Barrais's. Notwithstanding payibles contained berein to the contrary, subject to the rights of existing tensors of the Shanning Center. Landlerd shall not less any other mass in the Shanning Center to a tensor where arisence was in the said of branded contract coffee and tra file. Shanning Center are, branded contract coffee and tra file as an incidental near of their brances.

Chinatta Merican Grill: Notwithstanding anything contained berein to the contrary, subject to the rights of crising frame of the Shareing Center. Landlord shall not less any other sman in the Shareing Center by a feature whose Primary Um feeting herein is the sain of hisroine. Merican wrone, faiting or trees. "Primary Um" for parrows herein whose Primary Um feeting 10% of the Grow Saint for hereina fier. Jeffredt.

Cincular: Notwithstanding newthing contributed in the Lease to the contrary, subject to the rights of all orbitise instants of the Shanning Center, on the dark horses, Leading serves not to enter into any new lease or asynthesized in more than the shanning Center, including serve consists of the Shanning Center, whose primary made to the protein only services of wireless to become unless than any least on the services.

Cold Stone Creamers: Notwithstanding envision contained laurels to the contrary, subject to the right of order to treat a of the Shooning Center as of the darks hereof. Landlard shell not less space in the Shooning Center to the following connections of Tenant: Massic Mac's, Deiry Oness. Next Tollhouse. Res & Jarry's. Hasses Deer, Ceryel, Reddin Robbins, Branchers, Marrie Sich Creamers or any other similar connection.

Cost Pins, Inc. ("Cost Pins"): Landlord serves that subtest to the convisions of the final nectures hereof. Landlord girll not permit any andress or subtestant of an Auction Tennet or Renlacement Anchor Tennet to be primary if several to be primary if a final permit a Primary lies. For permanent of this Lenea. "Tennet's Primary lies" shall be defined at the convenies of a since primary if contents of a since primary lies and primary lies a present stand of a since primary lies off-presents communities (excluding a present stand) and benefities for a since of the Present for a permanent primary lies" as described shows for a permanent of an hundred device (186) consequing days, such all a grassmable closures for essentiant of hundred due to consulty, condensation, manufactures or Force Malescrip. These of Primary lies shall be deemed discontinued and of no force and offert.

In addition, Landlord shall not necessit new neutrons or subtenant of a non-Auchor promises to disalor for min or to sell, other than on an incidental basis, this sale of wicker and ration formittees, presentened convent feeds (excluding a process) and bearing for off-premises consummited (excluding a process, drug or conventence atom). For the mercount bereaf, the illustration of sale of the formittee items on an incidental basis shall make that the sale or disalor of such items is not the primary was of another insense or occupant in the Shanelon (Contex and that the disalor of such items does not account in the Shanelon (Contex and that the disalor of such items does not account from hundred (500) somera feet of floor area or more than five percent (5%) of such tenant's or occupant's great sales.

All controlled terms shall have the manning store in the Cost Ples I

Doe Cher's: Subject to the richts of existing tonauts of the Shopping Cinius as of the date hereof, as long as Tenant is operating a Doe Cher's restaurant for a restaurant under a different trade passes serving primarily Asian emisses at the Leased Premises. Landbord shall not lease or sell more within the Shopping Centur for, or otherwise permit, the convertion of restaurant which specially in Asian emission. For narrows hereof, "more for a dism cubine" shall be desired in mean any restaurant offering 10 % for more of its mean thome as Asian emission and "Asian emission" shall not the traditional emission of China, Japan, Kores, Vietnam, Thaitend, Indonesia and India, Incinding, had not limited in metal bords. Asian flavored salads, mostle howis, rice plates, curries and dim sum. Landbord shall include in all other leases as convergences restriction negligibles other tenants from accession in Tenant's exclusive ass.

E.B. GAMTS: Notwithstanding sampling commissed in the Lease in the contrary, subject in the rivide of all orbities tensors of the Shomules Center as of the data hereof. Leadlord across not to enter into new near lease or negration and account a sensor occurs, and the Shomules Center, for the sale of vides passes bendaring not the Shomules Center, for the sale of vides passes bendaring not five passes and software and accounter to the heart cross the sale of vides passes bendaring not passes and software, and on the sale of vides passes and software, and on the sale of vides passes and software and software and software and related items and technological evolutions thereof are hereigned as the sale of vides and the sale of vides and the sale of vides are hereigned as the sale of the sale of vides and the sale of vides are hereigned as the sale of the sale of the sale of vides and the sale of the Shomules Center as of the data hereof from saling the Exclusive Items or (b) any tensor from saling the sale of the Exclusive Items and (i) the account passes of the sale of the Exclusive Items and (i) the account passes is devoted to the sale of the Exclusive Items and (i) the account passes it was to passes of the sale of the Exclusive Items and in the account of the Exclusive Items does not the sale of the Exclusive Items and (i) the account of the Exclusive Items does not the sale of the Exclusive Items and (i) the account of the Exclusive Items does not the sale of the Exclusive Items and the sale of the Exclusive Items and (i) the account of the Exclusive Items does not the sale of the Exclusive Items and the sale

Famous Footweser. Landlord coreseasts, warrants and corese that it has not and shall not, throughout the term hereof (except as noted below) lesse space in the Shoming Center to another towart that devotes more than littless percent (15%) of its press lessable area to the sale of shore or other footwese, nor shall Landlord (except as noted below) permit any tenant or occurrent of the Shoming Center to use more than lifteen percent (15%) of its grown lessable area for the sale of shore or other footwese ("Excissive Use").

This Section shall not anote to Pavies Shoes, or one other store that sells unbreaded shoes, in either event, provided that such store does not exceed three thousand five hundred (3.500) square feet. Furthermore, this Section shall not contribute to those

Inacendesignated at Anchorn "A". "R" "C". "R" and "F" on Exhibit A to the Lease, provided that the tensests or government of such spaces have the right to encest he such spaces for the Recipetar Use without Landbook a consent and without modifying their lease, preciating presentation or other standard and further movided that such assistant or sublet does a consent and transies and the first to consents in such spaces for the Exclusive Use without Landbook's consent and without endifying their lease. Assistant the Exclusive Use without Landbook's consent and without modifying their lease, however, this Section shall anote to those spaces desirable as Anchorn 4.2 "The "C" "R" and "E" on Exhibit A to the Lease in the event that Landbook leases or sale such spaces for the initial conventes for the Exclusive Use after the exclusive or earlier termination of the exhibit present for much spaces. In addition, this Section shall not anote to large format movetime enactions or to a discount funder describes the enactions without the first large. Roan Dress for Leas. Steinhillard. T.I. Maxx. Marshall's Narchotrous Ruck, Kohl's and Reall's or modifier visites their standards.

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Finally, except if the in remodelies, which may include remodelies in connection with an enterment or subless otherwise, permitted horsen deep feet in except one hundred circles (1986 days), connective, condemnation, or force maleure, in the event that Tenant does not once within circle (666 days of the Commencement Units, or commencement in the Exclusive Uses for more than almost (966 commencement and yet).

All capitalized terms shall have the mession sives in the Fasson Footweer lesses.

Firehouse Subst Notwithsteadhis surviving contained berein in the contrary, subject to the rights of existing towards of the Showing Center. Landlend shall not been any other more in "Building R" on shown on the site plan attached herein on Exhibit A for the operation of a submarine conducte above.

Fix-N-Mores. Landlered sources that if Landlered hereafter enters for a mother less a present which convenity parentin a familia to once within the Sharming Center during the Less Term whom hariness is the operation of a lesselve remain husiness (such brutiness hereigness) as a "Commettee Sudment"). The provisions of this preparent shell not apply to (a) the operation of a beginned which is operation of a brutiness which is normal in whole or in part by, or operated by. Tennet or by more firmed to a synthess as a sublement or a still state of Tennet, or by new entity related in any other measure to be new iferences franchises, and one or a still state of Tennet, b) the operation of a part of the measure to the new of a retail levely rists. (d) the operation of any tennet occurring of lessel (a) the convention of any tennet occurring of lessel (a) the convention of any tennet occurring of lessel (a) the convention of a part of the operation of a lessel section of a lessel

LNT. Inc. ("Linens 'N Thinsa");

- (a) Landlord acress that subject to the provisions of subsection (b) below in this Section. Landlord shall not permit any assistance or subteness of a Key Tenant for Substitute) to be primarily excessed in Tenant's Primary Use.
- (h) If Tenant discontinuous its not of the Premises for "Tenant's Primary Uses" as set forth below for a norted in excess of one hundred civity (187) consecution days, excluding premarable changes for constitute of brokens due to conselve condemnation, respectively. Primary Uses shall be decreated and of no force and offers.

For murnouse of this Lease, "Technic's Primery Uses" shall be defined as the constitute of a home furnishing store, which shall be defined as a store reliker in americant of home related users housewares. By way of expands and for illustration purposes unit, the following relative are commiss of relative primary like the relative commonly known as Red. Both & Bound and Home Goods.

In addition. Landlard shall not recruit any seriouse or subtenent of a non-Ancher recruites in display for sale or to sell, at her changes an incidental banks, an exercise of home related merchandles incident linear and dementics, betterous these and homeovers. For the numeral better, the display for sale or cale of the foresteins items on an incidental bank that I were that the also or display of such these is not the numeral sale or display of such these is not the numeral sale or display of such them does not exceed five hundred (SM) sources feet of floor area or more than five necessarity or occurrent's processor and in the comments of the five necessarity or occurrent's processor and itself.

All capitalized farms that have the menolog siven in the Lineau 'N Thines been,

Michael's Stores. Inc.: Neither Landlord nor new entity controlled by Landlord will may leave for nermit the new Leaving or inhiesting off or sell any space in or nextice of the Shonolog Center or any preparity contiguous to the Shonolog Center or any preparity contiguous to the Shonolog Center or any number of Landlord, to any "craft store", store selling aris and crafts, art smolles, artificial flowers under clause or nicitate framies services, framed art, artificial flowers under clause, artificial flowers under clause, wedding or next second (store), stored, stransconding book store, art attore selling services below the store and the continuous services or other parentrative (e.g., making strating cards, either a store selling services on other cards, either and other related or similar item) amodies, accounts and/or decoration associated with the foresting, or providing clauses on any of the foresting services of the foresting entered in operation or merchandiston. The foresting section shall not analyze

- (i) to any lesses for which the sale of a product covered by the exclusive contained above is merely incidental to such lesses's primary use, so long as such lesses does not devote mere than five hundred (500) Lesseshis Susara Feet in the revresants to the sale of the products covered by this exclusive that this submark (i) shall not apply to picture framing survives, it being the intention that no other occurant of the Shonning Center shall be permitted to offer picture framing services; and
- (ii) to Ross Dress for Less Lineas 'N Things, Cost Pins, Peters are any initial account of the Aucher Pressions provided such initial accounts if the factor of the following listed retailers: Home Goods, Barnes and Noble Berders Books

a Million, Sports Authority, Til Monul Marchalla, Benlia, Office Describbilities Man Stocker, Consulta, Post Bay Chronic City, Fresh Market Whola Foods, Piar I Imports, and Organized Livings Container Store.

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Notwithstanding partition to the contrary stated above, provided Tennet has not count to correct an arts and crafts show in the Premiers for more than one knowled circles (18th consentive days (crafts) responsible circums or constitute of husiness days to Cannelly, condemnation, restoration, remodelless, alterations or linearists from the consent of an initial Anchor Tennet shall result in such assistant or sublement or transfer of the oversion of an initial Anchor Tennet shall result in such assistant or sublement or transfers of the such of aris and crafts, framing services, activities flowers andien nines or in performing any crafts are responsed framing services. In addition, should the least or occurance servement with an Initial Anchor Tennet of the Showning Center by terminated by Landlard or explore on its over terms. Landlard shall sublest the replacement tennet or occurant of the first paragraphs.

All canifolities forms shall have the meaning street in the Michael's lesse.

Peter Animal Supplies, Inc. 1 and order represents and warrants that Tenent shall been the archain right to sell not food, not supplies. It is animals, not gradually, not training, and velocities and except for the Anchor Tenent premises, as defined below and except for the pole of such broad by a dress storm of 12.000 square feet or mean or processy storm of 15.000 square feet or mean or processy storm of fifteen the posed (15.000 square feet or mere. This community half you with the fined on which the Shooning Center is located as lower as the Premises are used as a net food and mustic storm. Incidented a low as the Premises are used for a net food and mustic storm of meth its search in the second of the community storm. Incidented a low as the primary use of the community torm, and taking up as more than five hundred (Stillusomers feet of floor area.

Notwrithstanding the foresoint, the Archer Tenant or Rankousenst Ancher Tenant province shall not be subject to the above exclusive. However, Landlevi correct that subject to the new island of the next paragraph becaus. Landlevi shall not purely any antivers or subjects of the Archer Tenant, nor shall it allow now Renlacement Ancher Tenant except for an initial Replacement Ancher Tenant to be uniously any analysis. The archer Tenant to be uniously any analysis of the archer Tenant to the uniously analysis.

If Tenant discentiones its rest of the Premines for Tenant's Primery Use? as set forth below for a norted in excess of one hundred elebte (1869 connective days, excluding responsible closured for countries, of hundred days restoration or force understand. Tenant's Primery was shell be desired discentioned and on further force and effect.

For the nurmous hereof. Tenant's Primary Use" theil he defined as the operation of a not number store, which shall be defined as a store selling not food, not supplies, live animals, not promine, not training and veterinary pervises.

All capitalized terms shall have the meaning stress in the Peters lesson.

Planet Smoothies. So long as Tenant is operating for the use set forth in Section 19 hereof. Leadlerd shell not leave other many in the Showning Center to a tenant or occurant of the Showning Center when primary on it marries amonthies (the "Exclusive Use"). For memore hereof, "mrimary use" shell mean any tenant that schieves 30% or many of its Grown Selection to use of men of its Grown Selection to use of men of the Showning Center, exceed that if Landlerd has a right to account make time and on the selection of the Showning Center, exceed that if Landlerd has a right to account any substitute, and consent for the Showning Center, exceed with withhold consent for any charten is use or and amonth substitution from the first for the Stephen Use.

Ross Florida Dress for Less L.C. ("Ross"): No occurant or transit of the Shounday Contex, execut a Co-Tenant for Initial Replacement Anchor Tenant for a Co-Tenant) shall be extractly consect in Tenant's Primary Use. No assistance or subtraint of a Co-Tenant for Initial Replacement Anchor Tenant for a Co-Tenant shall be originarily exceeded for Tenant's Primary Use.

Tenant's Primary Use shall be defined as the operation of an Off-Price department store selling an assertment of merchandise at prices reduced from those projectly charged by fell-price retailers. By way of example and for illustration purposes paly, the following retailers are examples of reball stores primarily essented in the postation of an Off-Price department store. T. J. Many and Marshall's,

Tenant's Primary Use shall be described discontinued and of no formund effect if Tenant discontinues committee of its Primary.

Use for a nerical in excess of one hundred cicher (180) consecutive cales due days, excinding chomes for constitue of business ing to Casmaity, a Taking, remodeling, reconstruction or Force Maleure.

All canitalized terms shall have the meaning sives in the Ross lesses.

Sancy Hella: Provided (1) Tenant shall be continuously operating in husboom in the Leased Premises is a opticle-serve causal restaurant serving orimarily Italian food, and (2) Tenant is not in default hereunder, beyond insilicable arrice or notice and carn periods, if any, Landlard serves that if Landlard bereafter enters into another lease interestant which conversity normalise tenant to once within the Shooming Center during the Lease Term whose business is the operation of a outil-serve causal restaurant serving primarily Italian food, with disc-in and take-out service or Tenant shall have certain remedies as provided in the Lease.

Supercute. Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tensus of the Shonning Center as of the data beyorf. Landlard agrees not to enter into any new lease with any value oriented halv service tensus Center as of the data beyorf. Creat Clina, Haircolox Xores, Fautorite Saust or Sports Clina) for any other susce in the Shonning Center, provided, however, the forceology shall not restrict, prohibit or provent Landlard from leasing spaces within the Shonning Center to a full service halv subm or day one two two tensus.

TGI Friday'n: Excent as may griet in the Development on the date of this Lean. Landlerd shall not necest in the Development after the date of this Lean and prior to the end of the Demind Terrat (it any movie thereto, bowling allow, binno parior, dance ball, or disconteness (if) are "Restricted Restroy." (it are the linear or her may write the excention of the related between the incidental to a men primarily as a restroy of the linear or "move" the means and adultionally bookstore or adultionally hookstore are adultionally bookstore are adultionally with a first bookstore are adultionally bookstore are adultionally provided containing contain to the Orienda, Florida area. The form "Restricted Restrictions with the customery character of a first class theorem for the Orienda, Florida area. The form "Restricted Restriction collinates for the oriendal and the customery of a first state of the customers of a first state than a the oriendal area. The form and the oriendal area and oriendal area and oriendal area and oriendal area and oriendal area. The form a Restricted Restricted Restricted Restricted a Character of the Restricted Restricted

The restriction set forth at Section 7.02(br) shows their not analy to ex-called "day-metaline" over defined as haring providing heir, nation predictions, written feetels, measure, touriset translated the related services found in twoicel day massingless throughout the country and such "fax-mataline" are converted exempted, nonvited as more than 5.000 may be of the related area within the Showning Center, in the asymmetry had occurring only only some forting lessed for met day-mataline payments.

III.TA: At used in the Lease, the term "Tenant's Primary liminers" shall meen (f) the retail rais of consists fraveness, hair care modern such as channess, conditioners, rels, accounting modern and income other health and beauty and items including franking health and beauty modern sold in a modern's care are not one of the primary of a full service hair raises (fill the meantins of a neil service hair raises (fill the meantins of a neil select (fir) the meantins of a neil service (fir) the meantins of a neil service (fill the meantins of a neil service (fir) the meantins of a professional day reason and (fir) the aleast in the raises (fill the meantins of a neil service (first the select) of the select of a professional day reason and fire the select of the sel

Notwithstandies the foresties. Cost Pine World Mariet. Ross Dross Por Loss, Petro, Personal Footwear. Lineau N Thines and Michael's (collectively, the "Execute Tensors"), and their respective foresties in the respective less a between Landbard and each such Execute Tensors remains in the forest and effect (includies presents) in the content desired arounded for my near normalities and the data between under the Execute Tensor less with Landbard arounded, however, in the extent that Landbard more withhold its content and the Execute Tensor less in assertice. Landbard sevens to withhold its content to next resonance chosen in an extension of the extent that Landbard more withhold its content to next resonance chosen in an extension of the Execute Tensor I in addition the following shall not be deemed to which Tensor are recommended being also such as Seneral into Half Cutture or a similar two nextenses. (ii) a dress storm according to the content of the seneral section of the

All canitalized forms shall have the meaning given in the III.TA lease.

Washington Mutual: Landland commants and series that, for the Initial Term of this Lense and farourh any Research Periods, while Tenset is once and constitute as a retail hank facility in the Premises (and for any nariod Tenset is not once the tot one event of force maleurs, causalty or condemnation and for a pariod not according 186 days relative to a classes do remodeling of the Premises) inhebratally similar to all other retail hank facilities on any new index in a Classes day and its default of any provisions begain beyond any applicable notice or cure neriods, attend as accorded herein. Tenset that

PROHIBITED AND/OR RESTRICTED USES FOR ORLANDO SOUARE

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

- 1. Funeral establishments
- Automobile seld, leader or remain facility or used our lot, including body remain facilities (except that a store-front femourary or result common, including, without limitation a Horiz. Avis or Enteroving facility shall be normalized in Places II of the Shooming Content provided that no except then fifther (15) result care are stored in Places II of the Shooming Content, and the Shooming Content.
- 3. Auction or bankrunder cales
- 4. Pawashora
- 5. Outsidest circust carminal for carminal like about, rides or ammonant park, or other entertalement facility (except that a children's entertalement facility like a Checky Cheese shall be recruitted within Phose II of the Shanning Contests.
- fig. Outdoor meetings or outdoor shows forcest that the occuments of Anchors A.F shall be rescribed to use the sidewalk areas immediately be front of their remedies provided that nedestrian access (including headicament second is not immediately be front at least 1/2 of the death of such sidewalks is available for nedestrian access, such events shall not lost for more than access (it down not sidewalks and such accessants shall not never than access (it down not sidewalks and such accessants shall also he nevertical to display marchaedies on the sidewalk is unactivately adjacent to the cultures in their remains provided that such accessants shall be remained for remaying access the first such accessants shall be remained for remaying access that the sidewalks such accessants shall be remained for remaying access that are track accessants by such allowalks such accessants shall be
- Z. Bonding allows
- 5. Pool or billbard éarlor establishments
- 2. Shooting callery
- LR. Off-track betting inrovided that state successful lattery tickets shall not be prohibited a
- II. Refinere
- 12. Adult beoletters or saint audiocides store or facility selling or displaying adult products, personnels beolet, literature or materials (as item shall be considered "adult" or "personnels" for such success if the same are not available for sale or rental to children under 18 years old because they emilicity deal with or desirt human personnels. And the desired to yields the foresters if more than the personnels of the investory is not available for isle or rental to children under the sense of materity in Florida because such humans according to the investory of light leads with or desired human according.
- 13. Any residential rice, including had not limited to living quarters, alcording anartments or indeten recogni
- 14. Therier
- 15. Auditorium, meeting half, halfmann, school charch or other place of mablic essenthing
- 16. Unemployment issues, service or commissions
- 17. Gymnadium, health club, exercise or dence studie or dunes half (except that a day one rea not exceeding 5.000 course feet may be permitted in Plans II of the Shoresian Center's
- 18. Messasa parlarr
- 19. Cocktuil lonners (unless incidental to a restourant otherwise negatited herein), her, disco or night civity
- 20. Blood or similar annea of chance, but state supercord lottery tickets and other items community sold in retail catabilishments niny be sold as an incidental part of business;
- 21. Yiden come, areade, ninhall or annecement areads or electronic mome room (exceent as an incidented part of mother primary business otherwise permitted hereinly
- 72. Skatina oz rollezi rinka
- 23. Car wash in Phase I of the Shonning Centers
- 24. Second hand storm suction house, or flee market:
- Restaurant within Phasa I of the Shooming Center except that a case or coffee has or other limited service/self service restaurant shall be negatified in Phasa I (provided such use is not located in the premises identified as Anchors A.F on the Site Plan unless such use is incidental to the primary use of such premises, including.

rrithout limitation, a coffee har operated by a book store) and except that a fell service restourant shall be permitted in the bremiers decimated "Rest, I" on the Sife Plan;

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- Office or non-result me (which shall not prohibit in the Showing Centur. II) was commonly referred to as "unual-retail", "service retail" or "retail offices" such as a travel expect, real entate office, insurance arrange, accounting service, insurance brokers as stock brokers as financial services, dentities, orthodostical chirometers, etc. so loss as some are not located within the prevalent identified on the Site Plan as Anchors A office and to exceed 1.500 source feet provided it is not located within the prevalent identified on the Site Plan as Anchors A Pt. :
- 27. Iciemudatius on call centers
- 28. A "head" show others are store specializing in the sale of draw narranhermatics.
- An ATM (entermitte tellor machine) or similar machine discussion meson on the enterior of the buildings designated at Anchors A and C on the Site Plan forevirled, however, that any ATM on the interior of them premises, including without limitation, a free standing ATM unit or at a point of mis system of Anchors A and C. shall be necessited without restrictions.
- 10. For veterinary services or the oversicist boarding of uniquely in the pression designated as Ascher A. C and D on the Site Plans.
- No "High Interests Parking User" (defined as a tenant or occurant whose non requires more than five (5) parking masses not one theorems (I. 00% source feet of leasable floor area) in accordance with either contents; should be contented with either contents and the form has a higher narries requirement shell be located within three handred fifty (35% of the first and side narries with of Auchor By
- 32. Automobile and other meducia shows and
- 31. Klosiu within Photes I of the Shoroing Center.

EXHIBIT FTO LEASE AGREEMENT BETWEEN SAND LAKE ORT, LIC. AS LANDLORD, AND URBAN BRANDS, INC. AS TENANT

SHOPPING CENTER RULES AND REGULATIONS

- I. All deliveries or shimments of our kind to and from the Leased Premium including leading of coods, shall be made by your of the rear of the Leased Premium or of our other secondary location desirented by Landlerd, in the extent one crists, and only at such time desirented for such purpose by Landlerd.
- Tenent shall not min the rabile or Common Arrest in the Shorether Center for business necrosses or married execute
 unless actor assessment in writing has been greated by Landlood.
- 3. Pinnshing facilities that not be used for any other marpass them that for which there are constructed, and no foreign substance of any kind shell be thrown therein.
- 4. Tenant shall use, as Tenant's cost, a nest external neiting contractor at such intervals as Landlerd way results, but no less often than onch assurable.
- S. Tenantaball not pites or necessity (a) displays, decorations or shounder carrie on the sidewall in front of the Lennighter Contest of the colline, righted, moved, etc., on the ridewalls entitled the above union Tenant obtains Landbook arrived, one of the ridewalls entitled the above union Tenant obtains Landbook arrived principally written announced and account of the hillity for the sidewalk noticide the places of (c) any bicycles, materials or non-materized vehicles to mark on the addression and only is designated places in the Commiss Arges.
- 6. Solicities for any research Common Arms requires Landlord's price written assessed.
- 7. Distribution of calculativers, nomeablets, or any type of advertising literature in the Common Areas, on partical cars, rice, by Tenant or anymon action on helpful of Tenant or with Tenant's knowledge is only normitted with arise, written appropriated in Calculated.
- 8. Tenant serves to participate in track pick-up as directed by Landland.
- 9. Unless directly related to besieves, as stated in the body of the Long. so animals will be allowed in Common Areas.
- 10. Damage cannot to the read of the Shannian Center by renalt/harvice personnel contracted by Tenant will be the resonability of Tenant. All objects left on the read by Tenant contracted pensionaryies personnel camba damage to the roof will be the sole representativity of Tenant.
- 11. Tenent shall not, without prior written consent of the Landlerd, after or install any transference, timitee, solar, screen or similar product to acre window or door rices of the Leand Province.
- 12. Landlord reserves the right to meneral, supplement, or chance these Rules and Remissions so long as they are uniformly enforced by Landlord.

CUARANTY OF LEASE ACREEMENT

THIS GUARANTY OF LEASE AGREPMENT ("Guaranty") is made and entered into this day of 2006 by URBAN BRANDS, INC., having a business address at Atta: Corporate Real Estate Dept., 100 Metro Way, Securcus, New Jersey 07094 ("Guarantees"), in favor of Sand Leles OBT, LLC, a Florida limited liability company ("Landlord").

WITNESSET #:

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

WHEREAS, in order to induce Landlord to enter into the Leass Agreement, the undersigned Guarantors have agreed to guaranty the payament of all reuts and charges, and the parformance of all of Tennat's obligations, under the Leass.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and other good and valuable considerations, the receipt and satisficancy of which are hereby acknowledged, Guarantons haveby agrees as follows:

- The undersigned hereby generates to the Landlard and to may mortgage holding a mortgage upon the interest of Landlord in the Leanad Premium, the das and timely payment of all rest psyable under the Leana, and each and every installment thereof, as well as the full, faithful, timely and complete performance by the Tennat of cach and all of the coveriman, conditions and provisions in the Leans contained on the part of the Tennat therein to be bept, observed and performed, for the full town of the Leans and any extension or modification thereof, with no less force and effect than if the undersigned were named as the Tennat in the Leans. If Tennat shall definit at any time in the payment of any rest or any other same, costs or charges whetever, or in the performance of any of the other covenants and obligations of Tennat, under or personnel to the Leana, that the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rest, sum, costs and charges to be paid by Tennat, and parform all the other covenants and obligations to be performed by Tennat, then the present of past due obligations on the past due obligations of Tennat, costs advented by Landlord, and damages and all expenses (including (without Haritation) all interest on past due obligations of Tennat, costs advenced by Landlord, and damages and all expenses (including including fortent) by any assignment which may be made of the Leana, or any subletting harmonder, or by any extensions of the payment of any restal of any other sums provided to be paid by the Tennat. The obligations of the undersigned hereunder are independent of, and may exceed the undersigned to be paid by the Tennat. A separate action or actions unsy, at Leanalord's restal of any restal of any restal of any exceeding possessated against the undersigned, whether or not any action with or haved upon the remain of the undersigned whether or not all connections with or haved upon the Leana. The undersigned whether or not I remain of classy in the
- 2. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further definite of Tenant. The liability of the undersigned shall not be decimal to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant including, but not limited to, any release or discharge pursuant to any reorganization, readjustment, insolvency, receivership or bankrupsty proceedings. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the Leadlord.
- 3. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undereigned, her heirs, encenters, administrators, and assigns, and shall inner to the benefit of the Landlord, its successors and assigns, and to say future owner of the firs of the Lensed Premises referred to in the Lense, and to say mortpages on the fee interest of the Landlord in the Lensed Premises. Landlord may, without notice, assign the Lense or this Guaranty in whole or in part, and the undereigned agrees that so modification of the terms of the Lense shall in anyway impair or affect the undereigned obligations hereunder.
- 4. If either partyl hereto brings any action to enforce rights under this Guaranty, whether judicial, administrative or otherwise, the preventing party in that action shall be excited to recover from the losing party all fees and court costs incurred, including reasonable atternays' fees, whether such costs and fees are incurred out of court, at trial, on appeal, or is any benfurpasy proceeding. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.
- 5. If any term or provision of this Guaranty, or the application thereof to any person or circumstance, shall, to my extent, be invalid or unenforceable, the remainder of the Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by applicable law. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Guaranty or leases the obligations of the Guarants(s) hereunder.

6. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THE GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE. IN WITNESS WHEREOF, the undersigned has executed this Guaranty on this	
GUARANDOROS URBAN BRANDS, INC. Tex ID No./SSN: SI - 037 36 78	
STATE OF Hew YORK) SS COUNTY OF King) I, the undersigned, a Notery Public, do hereby certify that Mchael A, Alake personally	,
known to me to be the WP OF KNOWLL of Urbers Brands, Inc. a(n) De JAWALO componenties, and personally known to me to be the person whose mane is subsambed in the foregoing instrument, appeared before	•
The this day in person and acknowledged the he signed and delivered the said instrument as such that Publicant of said corporation, pursuant to authority given by the Board of Directors of said	
corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the	
purposes therein set forth. Given under my hand and notariel seal this	
(Notary Seal) Notary Public Commission No:	פֿבאַ
Expiration Date: Less to revent, No. 24-4672024 Cualified in Kings Court Convenience Engine Convenience	

EXHIBIT "E"

EXISTING EXCLUSIVES/RESTRICTED USES

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

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

- Famous Footivess. Landlord shall not lease space in the Center to enother tenant that devotes more than fifteen percent (15%) of its gross lessable area to the sale of shoes or other footwess, nor shall Landlord (except as noted below) permit any tenant or occupant of the Center to use more than fifteen percent (15%) of its grown leasable area for the sale of shoes or other footwear ("Exclusive Use"). This section shall not apply to Payless Shoes, or one other store that sells unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3,500) square feet. Furthermore, this section shall not apply to those spaces designated as Anchore "A", "B, "C", "E", and "F" on Exhibit A to the Famous Footweer lease, provided that the tenants or occupants of such spaces have the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, operating agreements or other similar documents nor to their assignes or subtenant, provided that such assignment or sublet does not require Landlord's consent and further provided that such assignes or subtenent has the right to operate in such spaces for the Excharive Use without Landlord's consent and without modifying their leases, however, this section shall apply to those spaces designated as Anchors "A", "B", "C", "E and "P" on Exhibit A to the Famous Footwers lease in the event that Landlord leases or sells such space for the initial operation for the Euclusive Use after the expiration or earlier termination of the existing leases for such spaces. In addition, this section shall not apply to large format sporting goods stores or to a discount junior department store, including, without limitation, Ross Dress for Less, SteinMart, TJ Maxx, Marshall's, Nordestum Rack, Kohi's and Bealls or another similar store.
- 9. Firebonza Suba. Landlord shall not lease any other space in "Building B" as shown on the site plan attached to the Firebouse Suba lease as Exhibit A for the operation of a submarine sandwich shop.
- 10. LNT, Ine. ("Lineus 'N Things"). Landlord shall not permit any assignee or subtenant of a Key Tenant (or Substitute) to be primarily engaged in Tenant's Primary Use. "Tenant's Primary Use" shall be defined as the operation of a home furnishing store, which shall be defined as a store selling an assortment of home related merchandiae including lineau and domestics, bathroom items and housewares. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in Tenant's Primary Use: the retailers commonly known as Bed, Bath & Beyond and Home Goods. In addition, Landlord shall not permit any assignee or subtenant of a non-Anchor premise to display for sale or to sell, other than on an incidental basis, an assortment of home related merchandiae including lineau and domestics, bathroom items and housewares. For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items on exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenants or occupant's gross sales. "Key Tenants" or floor area or more than five percent (5%) of such tenants or occupant's gross sales. "Key Tenants" or the Key Tenants listed in (i) and (ii) above provided that they occupy at least eighty percent (80%) of the premises to have been occupied by the Key Tenant (and are sometimes hereafter referred to individually as a "Substitute" or collectively as "substitutes": A.C. Moore, Barnes and Noble, Borders, Books-A.Millios, Sports Authority, Dick's Sporting Goods, REI Sports, TJ Mancs, Marshalla, Nordstreen Rack, SteinMart, Office Depot, Office Mox, Staples, CompUS

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

- 11. Michael's Stores, Inc. Neither Landlord nor any emity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or pontion of the Center or any property contiguous to the Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, frames art, artificial flowers and/or plants, artificial flower arrangements, wedding or party goods (except apparel), scrap booking/memory book store, or a store selling scrap bookings/memory book supplies, accessories and/or decorations or other paper crafting (e.g. making greeting cards, gift bags, tags and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing categories, or any store similar to Michael's Stores, Inc. in operation or merchandising. The foregoing section shall not apply:
- (i) to any, lesses for which the sale of a product covered by the exclusive contained above is merely incidental to such lesses's primary use, so long as such lesses does not devots more than five hundred (500) leasable square feet in the aggregate to the sale of the products covered by this exclusive (but this subpart (i) shall not apply to picture framing services, it being the intention that no other occupant of the Center shall be permitted to offer picture framing services); and
- (ii) to Rods Dress for Less, Lineas 'N Things, Cost Plus, Petco or any initial occupant of the Anchor Premises; provided such initial occupant(s) is/are one of the following listed retailers; Home Goods, Barnes and Noble, Borders, Books-A-Million, Sports Authority, TJ Maxos, Marshalls, Bealls, Office Deput, Office Max, Staples, CompUSA, Best Buy, Circuit City, Fresh Market, Whole Foods, Pier I Imports, Organized Living, and Container Store.

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

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

that is generally recognized as Chinese food, food cooked in a wolk, soy sauce based food and/or food in a

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

- 13. Petco Animal Supplies, Inc. Petco Animal Supplies, Inc. shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet training, and veterinary services in the Center except for the incidental sales and except for the Anchor Tenant premises, as defined below and except for the sale of such items by a drug store of 12,000 square feet or more or grocery store of fifteen thousand (15,000) square feet or more. Incidental sales shell mean the sale or display of such items or services not as the primary use of the competing tenest and taking up no more than five hundred (500) square feet of floor area. Notwithstanding the foregoing, the Anchor Tenast or Replacement Anchor Tenast premises (as defined in Exhibit H of the Peaco Animal Supplies, Inc. lease) shall not be subject to the above exclusive. However, Landlord agrees that subject to the provisions of the next paragraph hereof, Landlord shall not permit any assignes or submant of an Anchor Tenent, nor shall it allow any Replacement Anchor Tenent except for an initial Replacement Anchor Tenent to be primarily engaged in Tenna's Primary Use, except for Ross and its sublesses's and/or assignes's which are not subject to Petro Animal Supplies, Inc,'s exclusive. For the purposes hereof, "Tenant's Primary Use" shall be defined as the operation of a pet supply store, which shall be defined as a store selling per food, pet supplies, live animals, pet grooming, pet training and veterinary services. Landlord agrees not to sell to, lea approve any sublease or assignment of lease, or change in use, unless prevented by the terms of any lease then currently in force and effect, for any competing tenant, subtenant, assigned or user. For purposes hereof, as "Anchor Tenant" is Ross Dress for Less, Liners 'N Things, Cost Plus World Market, Michael's and a "Replacement Anchor Tentars" is any national tenars operating 75 or more stores in the United States or a regional tenent operating 50 or more stores in the United States and Initially occupying one or more of the spaces designated on the Site Plan to the Petco Animal Supplies, Inc. lease as Anchor A. B.
- Planet Smoothie. Landlord shall not lease other space in the Center to a tenant or occupant of the Center whose princery use is serving smoothies (the "Exclusive Use"). For purposes hereof, "primary use' shall mean any tenses that achieves 30% or more of its gross sales from the sale of smoothies. The Exclusive Use shall not apply to current tenses/occupants of the Center, except that if Landlord has a right to approve any subleating, assignment or change in use for such terants/occupants, Landlord will withhold consent for any change in use or assignment/subletting/transfer for the Exclusive Use.
- Ross Florida Dress for Less, L.C. ("Ross"). No occupant or tenant of the Center, except a Co-Tenent (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged in Rose Primary Use. No assignee or subsensest of a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged for Ross Primary Use. Ross Primary Use shall be defined as the operation of an Off-Price department store selling an assortment of merchandise at prices reduced from those typically charged by full-price retailers. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in the operation of an Off-Price department store: T.J. Manca and Marshall's. For purposes of this section, "Co-Tenana" means Michael's, Cost Plus, Linens 'N Things and an "Anchor Tenans" is a national retailer with at least seventy-five (75)

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

- 16. Supercuta. Landlord agrees not to enter into any new lease with any value oriented hair service tenant (such as Hair Cuttery, Great Clipa, HaircolorXpress, Fantantic Sams or Sports Clipa) for any other space in the Center, provided, however, the foregoing shall not restrict, prohibit or prevent Landlord from leasing space within the Center to a full service hair salon or day spa type tenent.
- 17. ULTA. "Tenant's Primary Business" shall mean (i) the retail sale of cosmetics, fragrances, hair care products such as shampoot, conditioners, gela, accessories; personal care appliances; other health and beauty sid items including ferminine hygiene products; men's toiletries; analgesics; skin care products; body care products, deedorants; oral hygiene products; eye care products; and other health and beauty products sold in a majority of ULTA's stores; (ii) the operation of a full service hair salors; (iii) the operation of a nail silor; (iv) the operation of a professional day spa; and (v) the sale or providing of similar or related goods and services (including, without limitation, hosiery, cosmane jewelry, surgiances and greeting cards) sold in a majority of ULTA's stores located in Florida. From and after the date of the ULTA lease and continuing throughout the term of the ULTA lease, except for "Incidental Sales" (as hereissafter defined), no other premises within the Center (or any expansion thereof) shall be engaged in the retail sale of beauty products (including, without limitation, cosmetics, fragrances, professional hair care products, skin care products, and body care products) or as a hair salors, beauty salon or nail salors. "Incidental Sales" shall mean the sale or display of such items or services in the lesser of (i) 1,000 square feet (inclusive of siste space) of gross floor area, or (ii) 10% of the gross floor area of the store in question.

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

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

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

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

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

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LARGE APPAREL OF FLORIDA, INC. SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this $15^{\rm di}$ day of January, 2009.

Michael A. Abate
Assistant Secretary

URBAN BRANDS, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

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

Michael A. Abata Assistant Secretary

MARIANNE USPR, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

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

Michael A. Abate Assistant Secretary

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		
MARIANNE USPR, INC.,		Case No.: 10-13030 (KJC)
Debtor.		
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CERTIFICATE OF SERVICE FOR MSKP ORLANDO SQUARE, LLC'S PROOF OF CLAIM

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

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

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

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

EXHIBIT C

B 10 (Official Form 10) (12/08) United States Bankruptcy Court District of Delaware PROOF OF CLAIM Name of Debtor: Case Number Urban Brands, Inc. 10-13005 (KJC) NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Name of Creditor (the person or other entity to whom the debtor owes money or property): MSKP Orlando Square, LLC Check this box to indicate that this claim amends a previously filed Name and address where notices should be sent: claim. RECEIVED MSKP Orlando Square, LLC c/o James A. Timko Court Claim Number: Shutts & Bowen LLP, 300 South Orange Ave. Suite 1000 Orlando, FL 32801 (If known) JAN 17 2011 Telephone number: Filed on: BMC GROUP Name and address where payment should be sent (if different from above): Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Telephone number: ☐ Check this box if you are the debtor or trustee in this case. 1. Amount of Claim as of Date Case Filed: 484,144.64 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete any portion of your claim fails in one of the following categories, check the box and state the If all or part of your claim is entitled to priority, complete item 5. amount. [] Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized Specify the priority of the claim. statement of interest or charges. ☐ Domestic support obligations under 2. Basis for Claim: (see attached) 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: Wages, salaries, or commissions (up to \$10,950*) earned within 180 days 3a. Debtor may have scheduled account as: before filing of the bankruptcy (See instruction #3a on reverse side.) petition or cessation of the debtor's 4. Secured Claim (See instruction #4 on reverse side.) business, whichever is earlier – 11 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested U.S.C. §507 (a)(4), information. ☐ Contributions to an employee benefit Nature of property or right of setoff:

Real Estate plan - 11 U.S.C. §507 (a)(5), ☐ Motor Vehicle □ Other Describe: ☐ Up to \$2,425* of deposits toward Value of Property:S_ purchase, lease, or rental of property Annual Interest Rate % or services for personal, family, or Amount of arrearage and other charges as of time case filed included in secured claim, household use - 11 U.S.C. §507 (a)(7). if any: \$_ __ Basis for perfection: ☐ Taxes or penalties owed to Amount of Secured Claim: \$ Amount Unsecured: \$ governmental units - 11 U.S.C. §507 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. Other - Specify applicable paragraph 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase of 11 U.S.C. §507 (a)(2). orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of Amount entitled to priority: a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) 23,032.18 DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with If the documents are not available, please explain: respect to cases commenced on or after the date of adjustment. FOR COURT USE ONLY Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and relephone number if different from the notice address above. Attach copy of power of attorney if any. uman pianus James A. Timko - Attorney For MSKP Ørlando Square, LLC

ATTACHMENT TO PROOF OF CLAIM

Case No. 10-13005 (KJC)

MSKP Orlando Square, LLC ("Claimant")

Urban Brands, Inc. ("Debtor")

Claimant asserts the following claims against the Debtor:

The Lease and Bankruptcy

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

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

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

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

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

The Claim

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

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

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

EXHIBIT "A"

RETAIL LEASE

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

I. Background.

- 1.1 Sand Lake OBT, LLC ("Original Landlerd") and Marianne USPR, Ins. entered into that certain Lease dated June 19, 2006 (the "2006 Lease") for the leased premises known as Stone No. D116-D114, Oriendo Square Shopping Center, 1700 West Sand Lake Road, Oriendo, Florida, as more particularly described in the 2006 Lease.
- 1.2 : Landlord is successor in interest and title to the Original Landlord and is the owner and holder of the Original Landlord's inscreet under the 2006 Lease.
- 1.3 Marianne USPR, Inc. resigned all of its right, title, and interest under the 2006 Lease to MadRag Clothing of Oriendo Square LLC by that certain Lease Assignment and Assumption Agreement desed July 31, 2008. Landleed consented to such analgement. MadRag Clothing of Oriendo Square LLC definated under the 2006 Lease by failing to pay the rest due and abandoning the Leased Premises (as defined below).
- 1.4 Marismas USPR, lns. and Tenant are both wholly owned subsidiaries of Urban Brands, Inc., the Guaranter under the 2006 Lease.
- 1.5 Landlord desires to re-lease to Tenant, and Tenant desires to re-lease from Landlord, the Leased Premises (as defined below) under the same terms and conditions of the 2006 Lease, subject to provisions of this Lease.
- 2. Definitions. The capitalized terms used but not defined in this Lease shall have the same definitions given to them in the 2006 Lease, unless the context clearly indicates a contrary intent. For purposes of this Lease, the term "Date of this Lease" shall mean the date on which this Lease is executed by the last one of the parties to do so.
- 3. Notice Addresses. All notices to Tenent under this Lesse shall be sent to Urban Brands, Inc., Attention: Corporate Real Estate Dept., 100 Metro Way, Secursus, NJ 07094. All notices to Landlord under this Lesse shall be sent to MSEP Orlands Square, LLC, Mr. Timothy F. Vallace, Vice President Lessing, Kitson & Partners, LLC, 4500 PGA Boulevard, Suite 400, Paint Beach Gardens, Florida 33418, Attention: Legal Department.
- Landlord's Psyment Address. All payments to be made to Landlord under the Lease thall be sent to MSKP Orlande Square, LLC, P.O. Box 919093, Orlande, Florida 32891-9093, Attendon: Accounts Receivable, Property No. 311.
- 5. Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, Suite/Bay No. D116-D114, Orlando Square Shopping Center, 1728 West Sand Like Road, Orlando, Florida 32809, as more particularly described in the 2006 Lease (the "Leased Premises") under the terms, covenants, conditions, and provisions set forth in this Lease.

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6. Reutal Payments.

- 6.1 General. The Rental payments due under this Lease shall continue to be due at the same rental rates in effect under the 2006 Lease (Sections 1.1(J) and 3.1(A) as to Fixed Rent, 3.1(B) as to Percentage Rent, 1.1(L)(a) and 4.3 as to Common Area Maintenance Contribution, 1.1(L)(b) and 10.2 as to Taxes, and 1.1(L)(c) and 10.5 as to Insurance, collectively referred to in this Lease as "Rental Payments").
- 6.2 Reset Deforment. Provided Tenset is not in default beyond any applicable grace period and Tenset is continuously operating in the Lessed Premises as an Asidey Stawart or other Urban-Brands retail store, Landlord agrees to defar 50% of the Rental Psyments (the "Deformed Rand") until June 30, 2011. Tenset shall commence the full Rental Psyments and pay the lump sum of all accrued Deformed Rent on the earlier to occur of: (i) July 1, 2011, (ii) the date Tenset is in default of the Lesse beyond any applicable care period, (iii) the date Tenset commencement of full Rental Psyments under the Lesse, and 30 days following the date that Tenset ceases operations in the Lessed Premises as to the accrued Deformed Rent, (iv) Tenset's disclosure of the terms of this rest deforment to any other tenset in the Shopping Center, or (v) Tenset's transfer of this Lesses to as entity that is not directly affiliated with Tenset, or to us easity that is affiliated with Tenset, but does not have a net worth that is equal to or greater than Tenset's net worth.
- 7. 2006 Lease Delinquesery Pryment. Tenent shall pay the additional sum of \$20,874.00 to Landlord by April 1, 2009, which is the amount currently due and owing under the 2006 Lease. Tenent shall also pay when due the Common Area Maintenance Contribution, Taxes, Insurance, or any other amounts that may be owed under the 2006 Lease for the period prior to the Commencement Date (as defined below) of this Lease. Such payment shall be considered additional rest under this Lease.
- 3. Lease Term. The Lease Term and Tenant's obligation to pay the Rental Psyments for the Leased Premises shall commence on January 31, 2009 (the "Commencement Date"), and shall expire on August 31, 2016, as extended or sooner tennimend under the terms of the Lease.
- Gross Lessable Area of the Lessat Premises. Landlord and Teners agree that the Gross Lessable Area of the Lessad Premises is 6,680 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.
- 10. Condition of Leased Premises. Landlord has made no representation or promise as to the condition of the Leased Premises. Landlord shall not perform any alterations, additions, or improvements in order to make the Leased Premises suitable for Tenant. Tenant shall not receive any tenant finish work allowance for the Leased Premises. Tenant has inspected the Leased Premises, is fully familiar with the physical condition of the Leased Premises, and shall accept the Leased Premises "as is, where is, and with all faults". Landlord shall not be liable for any laters or patent defect in the Leased Premises.
- 11. Incorporation of Terms of 2006 Lease. Subject to the provisions of this Lease, the terms and provisions of the 2006 Lease are incorporated into this Lease by this reference as if fully set forth in this Lease. In this event of any conflict between the provisions of the 2006 Lease and the provisions of this Lease, the terms of this Lease shall control. As to the provisions of the 2006 Lease which are incorporated into this Lease, the following changes (applicable to this Lease only) are made:
 - 11.1 The last paragraph of subsection 1.1(J) dealing with the "Rent Credit" is deleted.

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

- 11.3 As to subsection 1.1(O)(2) (Minimum Gross Sales Clause), should Tenest exercise its option to terminate under the terms of this subsection, Tenest shall provide simultaneously with its notice to terminate to Landkard the payment in full of all accrued Deferred Rent through the date of termination.
- 11.4 · Section 15.8 (Operation) is deleted. Notwithstanding anything to the concrary in the 2006 Lease (i) Terant shall be open and operating, fully fixtured, stocked with "in season" merchandise, and staffed in the Leased Premises no later than January 31, 2009; and (ii) throughout the Lease Term, Tenant shall actively conduct its business upon 100% of the Leased Premises at least for the Minimum Business Hours of 10:00 a.m. to 6:00 p.m. Monday through Saturday.
 - 11.5 Any offset rights granted to Tenant in the 2005 Lease are deleted.
- 11.6 EXHIBIT "E" (Existing Exclusives) is deleted and replaced with the EXHIBIT "E" attached to this Lessa.
- 12. Landlord Recapture Right. Landlord or its agents may exhibit the Lessed Premises to prospective tensmis after reasonable advance and or written notice to Tensmi. At any time during the Lesse Term while Tensmi is paying mything less than the full amount of the Rental Psymonia, if Landlord finds a replacement tensmit for the Lessed Premises, Landlord shall have the right to termines this Lesse (the "Replacement Recapture Right") upon 60 days' written notice to Tensmi (the "Replacement Recapture Notice"). Should Landlord exercise its Replacement Recapture Right, Tensmi shall have 30 days from the date of the Replacement Recapture Notice to either (1) vacate the Lessed Premisus in accordance with the terms of the Lesse, and pay to Landlord an amount equal to (e) three morths of its rejection of Landlord's Replacement Recapture Right; at which time Tensmi shall immediately commence paying full Rental Psyments under the Lesse and all accrued Deferred Rent.
- 13. Guaranty. Guarantor absolutely and unconditionally guaranties payment and performance of all obligations of Tenant under this Lease in accordance with the terms of the Guaranty executed in connection with the 2006 Lease, which is incorporated into this Lease by this reference as if fully set forth in this Lease. The Guaranty to the 2006 Lease shall remain in full force and effect.
- 14. 2005 Lease Deflecting No Neverties. This Lease in no way extinguishes any liability of Marianne USPR, Inc. or Guaranter under the 2006 Lease. Landlord, Marianne USPR, Inc., and Tennet igner that this Lease shall not constitute a novation of the 2005 Lease. Marianne USPR, Inc. and Guaranter acknowledge that they remain liable under the 2005 Lease and that this Lease in no way effects such liabilities.
- 15. Atterneys' Peas. Tenant shall reimburse Landlord up to \$1,000.00 for Landlord's automays' fees and costs associated with the preparation and negotistion of this Lessa.
- 16. Broker. Landlard and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Lesse. Landlard and Tenant shall indemnify, defend, and lave the other hamaless from and against any claims for fees or commissions concerning the Lesses Premises or this Lesse including attorneys' fees incurred in the defense of any such claims.

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- 17. Raden Gas. The following notification is provided under Section 404.056(6), Florida Statutes: "Raden is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radea that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding rades and radea testing may be obtained from your county health department."
- 18. Lieux. The interest of Lendlard in the Lenard Premises shall not be subject in any way to any lices, including construction lices, for alterations made by or on behalf of Tenant. This excelptation is made with express reference to Section 713.16, Florida Statuma. If any lice is filed equient the Leanach Premises for work or materials chained to have been fermioned to Tenant shall cannot it to be discharged of record or properly transferred to a bend under Section 713.24, Florida Stanton, within ton days after notice to Tenant. Further, Tenant shall indemnify, defined, and save Lendlard harmines from and against any demage or loss, including reasonable antennys' feat, incurved by Lendlard as a result of any lieux or other claims urining out of or related to work performed in the Lenard Premises by or on behalf of Tenant. Tenant shall not be subject to Heast, improvements to the Lenard Premises that the interest of the Lendlard is the Premises shall not be subject to Heast.
- 19. Entire Agreement. This Lesse, including all Exhibits stached to this Lesse, contains the entire agreement of the parties, both written and oral, as to the Lessed Premises, and shall not be amended, altered, or otherwise modified except by an agreement in writing signed by both parties.

SIGNATURES ON POLLOWING PAGE

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IN WITNESS: WHEREOF, Landlord and Tenset have duly executed this Lease as of the Data of

WHINESSES:	LANDLORD:
Signature of Witness II Print name of Witness I Signature of Witness 2 Filts reserve of Witness 2	MSKP ORLANDO SQUARE, LLC, a Delaware timined tiability company By: Name: Title: Vice Racedon: Data Exacuted:
witnesses:	TENANT:
Belle	LARGE APPAREL OF FLORIDA, INC., 2 Florida corporation
Signature of Witness I Season Settle Son (DVAN) Print resons of Witness I Signature of Witness 2	By: ANTA D. BRITT Title: ANTA D. BRITT [CORPORATE SEAL] Data Executed: JANUARY 15, 2009
CHLISTING GIBY ACCO Print name of Witness 2	New Externation Also a small

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JOINDER OF GUARANTOR

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

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

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

WITNESSES:

Signature of Witness I

SCANDETTE SULLTANO
Print name of Witness I

Signature of Witness 2

CHANGE GEOVACCO

GUARANTOR:

URBAN BRANDS, INC., a Delaware corporation

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

(CORPORATE SEAL)

Date Executed: JANUARY 15, 3009

JOINDER OF MARIANNE USPR, INC.

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

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

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

WITNESSES:

Signature of Witness I

SEALIADERS SULLMAN
Print resease of Witness)

Signature of Witness 2

CHAISTINE GDIACEA

MARIANNE USPR, INC., a Delevere corporation

 Ω

Name: ANTA D. BRITT
Title: SENIOR VICE PRESIDENT/CFO

[CORPORATE SEAL]

Date Executed: SANVARY 15, 3009

#F8DOCS 7643538 2 DRAFT 1/14/09 exhibit "A"

2006 LEASE

'MPHDOCH 7643538 2 DRAFT 1/14/09

Shooping Center Lease

THIS SHOPPING CENTER LEASE, made and entered into as of the 1914 day of Many 2 between Landlord, as hereinafter defined, and Tenant, as hereinafter defined.

WITNESSETH

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

ARTICLE FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS

Section 1.1 Fundamental Lesse Provisions.

SHOPPING CENTER:

Orlando Square Orlando, FL

LANDLORD: 8.

HOME OFFICE:

NOTICE ADDRESS:

Same as Home Office Address

Sand Lake OBT, LLC

RAM Realty Services

3399 PGA Blvd.

Suite 450

Palm Beach, FL 33410

RENTAL PAYMENT PLACE: C. Same as Home Office Address

D. TENANT: HOME OFFICE:

NOTICE ADDRESS:

Urban Brands, Inc.

Same as Home Office Address

Attn: Corporate Real Estate Dept.

100 Metro Way

Secaucus, NJ 07094

- LEASED PREMISES: Leased Premises shall constitute and mean that portion of the E. Shopping Center premises identified and/or outlined in red on Exhibit "B" hereto, containing approximately 6680 square feet, known as space number <u>D116-D114</u>
- PERMITTED USES: The Leased Premises shall be used for a retail clothing store, including F. accessories, the incidental sale of shoes (in not more than 10% of the floor area of the leased premises) and other related items as well as gift and sundry items and for no other purposes whatsoever. Tenant may not use the premises in violation of applicable law or the other exclusive uses and prohibited uses set forth on Exhibit E attached hereto and made a part hereof. The Tenant shall always conduct its operations in the demised premises under its trade name, Ashley Stewart, Marianne, Marianne Sizes 2-24 or under such other trade name to which the Landlord explicitly provides its consent in writing, provided, however, that a majority of Tenant's stores are operated under the same name and that in no event shall such trade name conflict with or duplicate the trade name of any other tenant or occupant in the Shopping Center.

IJBI LEASE: 05/21/06

- G. <u>LEASE TERM</u>: The Primary Term of this Lease, is defined as and shall be for a period of <u>Ten (10)</u> years and several months ending on the first January 31st following the tenth (10th) anniversary of the Commencement Date, as defined below). Tenant's obligations hereunder (other than the payment of Rent) shall commence on the date of delivery of possession of the Leased premises to Fernit Tenant's obligation to pay rent and additional rent shall begin on the Commencement Date which shall be the earlier of
 - (a) 180 days after Landford has tendered possession of the Leased Premises to Tenant; and;
 - (b) (ii) the date on which Tenant opened Leased Premises for business.

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

- H. <u>LEASE YEAR</u>: As used herein, the term "Lease Year" shall mean each successive period of twelve (12) calendar months, the first commencing with the first day of the first full calendar month from the Commencement Date and successive lease years commencing on the succeeding anniversaries thereof.
 - I. RENEWAL OPTIONS: Provided Tenant is not then in default hereunder Tenant shall have the right and option to extend the term of this Lease for one (1) additional consecutive period of five (5) years, beyond the expiration of the Primary Term upon the terms and conditions as set forth herein. Tenant may exercise its option for such term by delivery of written notice to Landlord at least (180) One—hundred eighty days before the expiration of the Frimary Term.
- J. FIXED RENT: PRIMARY TERM: FIVE (5) YEARS

 1-5 year \$ 30.00 per sq.ft. \$16,700.00 monthly \$200,400 annual

 (i) five (5 %) Percentage Rent Rate (ii) \$4,008.000 Base Gross Sales Amount
 - FIXED RENT: PRIMARY TERM: FIVE (5) YEARS

 6-10 year \$ 33,00 per sq.ft. \$18,370.00 monthly \$220,440 annuals

 (i) five (5 %) Percentage Rent Rate (ii) \$4,408.000 Base Gross Sales Amount
 - FIRST OPTION TERM: FIVE (5) YEARS

 1-5 year \$38.00 per sq.ft. \$20,040.00 monthly \$240.480 annually

 (i) five (5%) Percentage Rent Rate (ii) \$4.809.600 Base Gross Sales Amount.

Tenant shall be entitled to a rent credit of \$6 per square foot (\$40,080) (the "Rent Credit") towards Tenant's construction costs. Such Rent Credit shall commence on the Commencement Date and shall be deducted in equal monthly installments of \$3,340,00 for a period of 12 months. Tenant shall be entitled to deduct said amount from the entire rental obligation due per month until said amount is completely applied.

K. LANDLORD'S TAX I.D. NO.: Landlord's Tax Identification Number ("TIN") is 03-05/40/e

If Landlord does not provide Tenant with its TIN, Landlord affirmatively represents that
Landlord is not subject to 1099 withholding. Landlord further acknowledges that Tenant may,
if required by Law withhold a portion of Landlord's Fixed (Minimum) Rent payment and pay
said withheld payments to the Internal Revenue Service, without incurring any liability to Landlord.

UBI LEASE: 01/23/09

- L. a. COMMON AREA MAINTENANCE CONTRIBUTION: (not including 10% administrative fee)
 Shall not exceed \$1.43
 for the first year, and may be adjusted annually, but not to exceed 5 %, in any one (1)
 year, payable in equal monthly installments of \$ 796.03 (See Section 4.3 B).
 b. TAXES: Shall not exceed \$ 2.12 for the first year, and may be adjusted annually,
 payable in equal monthly installments of \$1.180.13 (See Section 10.2).
 c. INSURANCE: Shall not exceed \$.78 for the first year, and may be adjusted annually,
 payable in equal monthly installments of \$423.00 (See Section 10.5).
- M. PRO RATA SHARE: 6680/192,000 (3.479%) per cent, representing the total number of square feet in the Leased Premises divided by the total number of leasable square feet in the Shopping Center. (See Section 15.1)
- N. TENANT ALLOWANCE: Landlord agrees to reimburse Tenant for a portion of the costs incurred as part of construction by tenant of its tenant improvements (the "Tenant Work") in the amount of \$167,000.00 (the "Tenant Improvement Allowance"). Landlord shall disburse the Tenant Improvement Allowance to Tenant on a date which is not more than thirty (30) days after the last of the following to have occurred: 1-the commencement Date; 2- delivery to Landlord of a copy of Tenant's final certificate of occupancy for the Leased Premises 3-delivery to Landlord of a certificate from Tenant's architect certifying the completion of the Tenant's Work; and 4-delivery to landlord of a final request for payment, together with a lien walver from Tenant's general contractor for work and materials provided to the Leased Premises.
- TENANT'S RIGHT OF TERMINATION: Tenant has the right to cancel this Lease if any of the following conditions or circumstances occur:
 - 1. OCCUPANCY CLAUSE: If the percentage of the leased and occupied portion of the shopping center falls below 50% of the total leasable area of the Center for a period greater than six (6) months thereafter, Tenant will continue its operation in the Leased Premises paying three percent (3%) of previous month's gross sales, not to exceed the fixed minimum rent, on a monthly basis until such time as the occupied portion of the total leasable area is increased to the 50% figure whereupon Tenant shall pay fixed minimum rent and percentage rent as provided for herein.

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

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

UBI LEASE: 05/23/05

MINIMUM GROSS SALES CLAUSE: In the event that the Tenant's Gross Sales(as 2. defined below) during the fifth Lease year, are less than \$1,200,000,00 (One Million Two Hundred Thousand Dollars and 00/100), Tenant shall have the one-time right to terminate this Lease by giving written notice of its election to terminate within 60 days of the start of the sixth Lease Year, and the cancellation will be effective 30 days after the giving of such notice. Tenant will not be obligated to continue its operation in the Leased Premises after the giving of such notice however Tenant agrees to reimburse Landlord for the unamortized portion of the Tenant Improvement Allowancs within thirty (30) days of delivery of such tenant notics.

EXHIBITS Q.

Legal Description Exhibit A

Exhibit B : Site Plan

- : Landlord's Work (N/A) Exhibit C

Construction-Checklist (WA) -Exhibit G4

Store Layout (page 1 and Lighting Grid (page 2) Exhibit C2

- Sign Criteria Exhibit D

Existing Exclusive Uses and Prohibited AND/OR Restricted Uses Fyhibit E

Shopping Center Rules And Regulations-See ARTICLE VII, Section 7.2 Exhibit F

ARTICLEIL

SHOPPING CENTER, LEASED PREMISES AND TERM

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

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

В.

Leased Premises. Section 2.2

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

Section 2.3 Term:

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

Section 2.4 Statement as to Lease Term.

UBI LEASE : 05/03/06

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

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

Section 2.5 Tenant to Open for Business.

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

ARTICLE III RENTALS

Section 3.1 Fixed Rent and Percentage Rent.

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

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

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

UBI LEASE: 05/23/06

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

Section 3.2 Definition of Gross Sales.

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

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

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

Section 3.3 Sales Records, Reports and Examination.

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

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

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

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

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

ARTICLE IV COMMON AREAS, THEIR USE AND CHARGES

Section 4.1 Common Areas.

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

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

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Section 4.2 Use of Common Areas.

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

Section 4.3 Cost of Maintenance of Common Areas.

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

Notwithstanding the foregoing, Tenant's contribution towards Common Area Maintenance shall not be increased for any calendar year by more than the lesser of _five__percent (_5 %) of the contribution for the preceding calendar year or the percentage increase in the actual amount paid by Landlord for CAM over the preceding year. The common area charges shall be subject to audit by Tenant or a non-contingency fee based independent certified public accountant acceptable to Landlord at the address of Landlord as set forth in the Lease not more than once in any two (2) year period, at Tenant's expense during regular business hours and after reasonable prior notice

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

- For the purpose of this Section, "Common Area Maintenance" means the cost and expenses incurred in operating, managing, repairing, replacing painting, insuring and maintaining the Shopping Center and all common Facilities (as hereinafter defined), actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, including without limitation the following: the cost of property and public liability insurance common area utility charges, planting and landscaping, parking lot cleaning, patching, seal-coats, painting and re-striping; cleaning; painting; roof repairs; irrigation or fertilization, Shopping center sign repair and maintenance maintain lighting; trash removal; management fees; maintenance, repair, and cleaning of public restrooms. sidewalks, stairways, curbs, Shopping Center signs, directional signs, markers and bumpers: reasonable operating reserves, janitorial services charges storm drainage and other utility systems, plumbing and electrical systems, fire protection and security alarm systems, and the cost of security quards. In addition to the Common Area Maintenance charges, Landlord shall be entitled to charge an administrative fee of fifteen percent (15%) of the total Common Area Maintenance charges for the Shopping Center. "Common Facilities" means all areas. space, equipment and special services provided for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including parking areas, access roads, driveways, retaining walls, landscaping areas, truck service ways or tunnels, loading docks, pedestrian mails, courts, stairs, ramps and sidewalks, comfort and first-aid stations, washrooms and parcel pick-up stations.
- D. For the purposes of this Section, there shall be excluded from Common Area Maintenance Charges the following:
 - (1) Depreciation on equipment;
 - (2) Initial cost of constructing the Shopping Center, Leased Premises and Common Areas;
 - (3) Costs of replacement of any parking area;
 - (4) Capital expenditures including, by way of example, but not limited to, replacement of roofs (unless same are designated to and which do result in savings or reduction in Common Area Maintenance charges).
 - (5) Advertising and/or promotional expenditures;
 - (6) Compensation paid to clerks, attendants or other persons in connection with lottery or other concessions operated by Landlord, unless such clerks are employed for purposes of operating the Shiopping Center in addition to such lottery concessions and then only to the extent of the percentage of such employment;
 - (7) The removal of rubbish for other occupants;
 - (8) Wages, salaries or other compensation paid to any executive or employee above the grade of Shopping Center Manager,
 - (10) Expenses incurred due to the negligence of Landlord or any occupant of the Shopping Center or their respective agents, employees or contractors;
 - (11) Such costs as may be offset by contributions to Common Area and Common Improvement costs by tenants or occupants of space that is excluded from the denominator of Tenant's proportionate share of such charges;
 - (12) Fines, penalties, costs, expenses, or interest thereon, and/or liabilities arising out of or connected with Landlord's breach of the Lease or imposed upon Landlord or any

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

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

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

ARTICLE V UTILITY SERVICES

Section 5.1 Utilities.

- A. All mains, conduits and meters in order that water and sewer facilities, natural gas, electricity, telephone and any utilities in amounts necessary to Tenant's conduct of business be available to the Leased Premises have been installed and Tenant has accepted same as "as-is". It is understood that all utility services hereunder shall be separately metered to the Leased Premises.
- B. Tenant shall be responsible for and shall promptly pay all reasonable charges, when due, for water, sewer, natural gas, electricity, telephone and any other utility used upon or furnished to the Leased Premises by Landlord or Tenant. Tenant's obligation to pay for such utilities shall commence as of the date of Tenant's entry into the Leased Premises or the date possession of the completed Leased Premises is delivered to Tenant.

Section 5.2 Fumishing of Utility Services.

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

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord.

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

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

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

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

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

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

Section 6.2 Repairs and Maintenance by Tenant.

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

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

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

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

Section 6.3 Inspection.

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

Section 6.4 Replacement of Glass.

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

ARTICLE VII USE OF LEASED PREMISES

Section 7.1 Use of Leased Premises.

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

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

Section 7.2 Rules and Regulations.

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

Section 7.3 Signs, Awnings and Canopies.

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

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

Section 7.4 Noise, Obstruction and Nuisances.

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

Section 7.5 Adjacent Tenancy.

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

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ARTICLE VIII TENANT'S BUSINESS RELATIONSHIP

Section 8.1 Relationship of the Parties.

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

Article IX

ADDITIONS, ALTERATIONS AND PERSONAL PROPERTY

Section 9.1 By Landlord.

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

Section 9.2 By Tenant

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

Section 9.3 Indomnity and Insurance,

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

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

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

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

Section 9.4 Mechanic's Liens.

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

Section 9.6 Personal Property.

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

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

The right granted Tenant in this Section 9.5 shall not include the right to remove any plumbing or electrical fodures or equipment, heating or air-conditioning equipment, floor coverings (including wall-to-wall carpeting), glued or fastened to the floors or any paneling, tile or other materials fastened or attached to walls or callings all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any focuses or machinery that were furnished or paid for by Landlord. Buildings shall be left in a broom-clean condition subject to normal wear and tear, fire and other casualty, acts of God, condemnation, and the acts or omissions of Landlord, its agents, servants, employees or contractors all excepted. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease or within ten (10) days thereafter, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and the same shall become the property of Landlord and Landlord shall have the right to be reimbursed from Tenant an may pursue a claim against tenant for all cost and expenses associated with such removal and repair.

ARTICLE X TAXES AND INSURANCE

Section 10.1 Tenant's Taxes.

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

Section 10.2 Tenant's Participation in Real Estate Taxes.

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

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

Section 10.3 Liability Insurance.

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

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

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

Section 10.4 Increase in Fire Insurance Premium.

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

Section 10.5 Landlord's Property Insurance.

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

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

ARTICLE XI

DAMAGES, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES

Section 11.1 Damage or Destruction by Fire or Other Casualty.

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

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

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

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

Section 11.2 Mutual Release and Walver,

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

Section 11.3 Condemnation.

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

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

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

> ARTICLE XII DEFAULT BY TENANT AND REMEDIES

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Section 12.1 Default-

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

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

Section 12.2 Landlord's Remedies.

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

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

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

Section 12.3 Default by Landlord.

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

Section 12.4 Tenant's Kemedies.

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

Section 12.5 Expenses and Attorneys' Fees.

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

ARTICLE XIII MORTGAGE FINANCING AND SUBORDINATION

Section 13.1 Subordination.

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

ARTICLE XIV Delivery OF PREMISES

Section 14.1 As-Is.

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

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

ARTICLE XY OTHER PROVISIONS

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

Section 15.2 Definition and Liability of Landlord.

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

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

Section 15.3 Assignment or Subjetting.

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

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

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

Section 15.4 Notices.

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

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

Section 15.5 Interest on Late Payments.

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

Section 15.6 Short Form Lease.

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

Section 15.7 Surrender of Leased Premises and Holding Over,

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

Section 15.8 Operation.

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Nothing contained herein shall be deemed to constitute an obligation on the part of Tenant to open or remain open for business at any time or for any period of time, it being understood by the Landlord that Tenant shall have the right to determine in its own discretion whether and when it will open and remain open for business in the Leased Premises. In the event that Tenant at any time fails to operate from the Premises for more than sudy (80) consecutive days, at any time thereafter, Landlord shall have the right but not the obligation, to terminate the lease and recapture the Leased Premises by delivering written notice hereof to Tenant (the Recapture Notice". In the event Tenant receives the Recapture Notice, Tenant shall deliver possession of the Leased Premises to Landlord within five (5) days of receipt of such notice, together with a recepture fee equal to three (3 months of Rent due hereunder (the Recapture Fee). Upon delivery of the Recapture Fee and the Leases Premises to Landlord in the condition required under the Lease, Tenant shall be released from all further obligations under the Lease.

Section 15.9 Pro Rata Share.

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

Section 15.10 Entire and Binding Agreement.

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

Section 15.11 Provisions Severable.

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

Section 15.12 Captions

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

Section 15.13 Intentionally Deleted.

Section 15.14 Quiet Enloyment.

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

Section 15.15 Environmental.

U31 LEASE: 05/23/05

Landlord warrants and represents that to the best of Landlord's knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in or on the Leased Premises or the Shopping Center prior to the date hereof has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord additionally warrants and represents that to the best of Landlord's knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Leased Premises and that the Leased Premises are free of Hazardous Substances as of the date hereof. As used herein, "Hazardous Substances" 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. "Hazardous Substances" includes any and all material or substances which are defined as "hazardous waster," extremely hazardous waster or a "hazardous substance" includes but is not restricted to astiestos, polychlorobiphenyis ("PCB's") and petroleum.

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

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

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

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

W	TN	ES	SE	S

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

JUST TOURS

Genz Fallo

Ву:_____

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

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

TENANT: Marianne USPR, INC. As To Tenant

By:_

Ethan Shapiro or Michael A. Abate
Its Authorized Representatives

WITNESSES:

Jame Stone

anniverell

Orlande Square Shouning Center.

EXHIBIT C TO LEASE AGREEMENT BETWEEN SANDLAKE ORT. LLC. AS LANDLORD. AND URBAN BRANDS, INC. AS TENANT

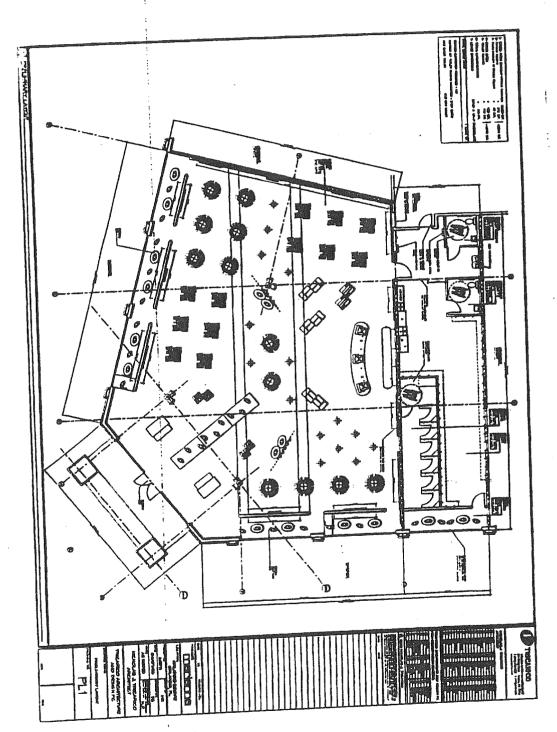
TENANT HEREBY ACCEPTS THE LEASED PREMISES (INCLUDING BUT NOT LIMITED TO THE STOREFRONG AND FLOOR, DEMISING WALLS, CEILING, TOILET, ELECTRIC, WATER/SEWER, LIGHTING, AND HVAC) "AS IS" WITH NO MODIFICATIONS OR ALTERATIONS REQUIRED TO BE MADE BY LANDLORD, ALL WORK SHALL BETENANT'S RESPONSIBILITY AND SHALL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

Revised 19/20/04 (S)

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

LANDLORD'S WORK

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



11 Exhibit C-2"

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

SITE PLAN

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

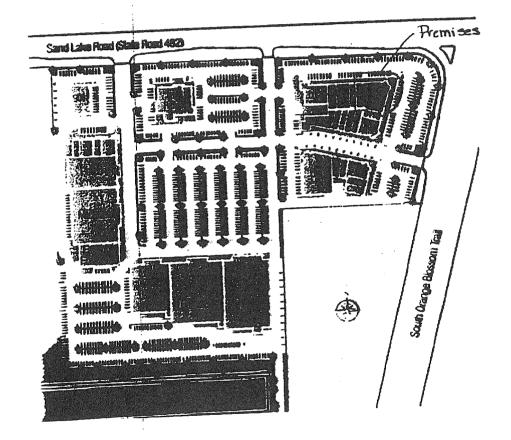


EXHIBIT D TO LEASE AGREEMENT HETWEEN SAND LAKE OUT, LLC. AS LANDLORD, AND URBAN BEANDS, INC. AS TENANT

SIGN_CRITERIA

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

- Detailed drawines, for all new signs in he built and installed by Tenant and alternities in arising building signs must be substited to Landlerd for approved prior to installation. The drawines shall indicate the location, size, haven, design, reacting and color of the proposed sign as it would look on the superfront, including all interiors and countries. The Tenant shall submit manufact after materials if remired by Landlerd. Landlerd may withhold in approved of the appeared rightly in Landlerd; its remarks and installating the removal of any artificials of the superfit and installating the removal of any artificials of instrument will provide Landlerd; with the manufact the view installating the removal of any artificials of instrument coveries the installating on the moments in around a stallation of installating and a countries of instrument coveries the installating work on the moments in around a stallation.
- 2. Toward is remonsible for convince that all stem installation and manufacture consider with local building, codes and in further remonsible for the wart nor for and by its stem contractor, including the smallest in a water tirtle manner of any half-likes or foreign manufacture. Carn should be inless to manufacture and stress crucks to the foreign decisions that he remonsible for making the charlest connection for the sign and coordinating connection with Tennet's Research electrical contractors.
- 3. Landlord resource the right to make exceptions to these remains much for "enchor" or "Major" transfer.

 Franchise or conferent stone not conferming to these criteria much be submitted in Landlord and will be extended for automated on a case-bricana heats.
- 1. Transferences to maintain atmosphere at all times in seed condition and remain justified but not limited in necting maint. Indeed letters/fences, harmed out butter and/or bufferen. Unou vecation the Leased Provides, I cannot shall remove the sign and restors the fracts to its oriented condition at its even atmosphere and to the patients of Landlord.
- Unauthorized rives will be removed by Landlard without notice. Landlard preserves the rivint to change Landlard's rives criteria so long us the new rives or riteria is uniformly unforced by Landlard.
- 6. To the extent cancer strange exists, such since are subject to the same conditions outlined above, including the requirement of Landons's order written anomaral. Cancer stems are to be desired, similar and harmonious to existing cancer stems.

LETIENS ARE PRE-MOUNTED TO THEIR BASE.
NON-LUMINATED LETTERS - ELEVATION Scale: 1/2" = 1" - 0"
15'-3 3/8"
Sizes © Sizes © 4.24
MEDALLICH INVEST BLACK WER! WHEE CARINE AND COPY
NON-ILLUMINATED LETTERS - SECTION SCOIPS: N.T.S.
AA" TROCK ACTORIAL ETIES ReputED BLACK ON ALL ETIES ReputED BLACK ON ALL ETIES
I/2" DAVETEI OLEM BLEPK WITH ROCKED WAN APPLED AGOLND PE CROLMFEBRUZ
INTERIOR MATERIAL CHANGEL PARENTE MATERIAL CHANGEL INTERIOR MATERIAL CHANGEL INTERIOR OF C
THISTORY WHATCHER CHAPTER DOWN MATERIAL DOWN MATERIAL DOWN MATERIAL TO BE CONTINUED IN LIMAS.

11 Exhibit D"

PARIBIT E TO LEASE AGREEMENT BETWARM SAND LAKE ONE LLC. AS LANDLORD, AND URBAN BRANDS, INC. AS TENANT

EXISTING EXCLUSIVE USES AND PROPHETIZED AND/OR RESTRICTED USES FOR OBLANDO SOUARE

Barrie's: Notwithstanding anything contained herein in the contrary, miliest to the rights of cristics tenants of the Shonning Center to a tenant when arising you in the tale. Shonning Center to a tenant when arising you in the tale of branded contract critics and tenality. Starbacks, Caribon, etc.), provided, however, other tenants of the Shonning Center. may sell branded contrast coffee and ten en en incidental mart of their husiness.

Chinatia Merican Grille. Notwithstandies anything contained beyon to the contrary, mislest in the rights of scioling transits of the Shanning Center. Landlord shall not least any other space in the Shanning Center in a tenant where Privacy Use (or defined herein) is the rain of hundres, Merican wrane, fulther or trees, "Princery Hear" for remove herein shell mean arming them 10% of the Gross Sales (as bereins fire

Cincular: Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all cristies insects of the Shanning Center as of the doth horses, Leadlerd surrous and to enter buts any new lease a recent arrows in many more rather than the state of the Shanning Center, whose primary was in the result sale and service of wireless telecommunications agriculant and service

Cold Stone Creement: Notwithsteading anything contained human in the contrary, subject to the rights of solution imments of the Shanning Center at of the data harves. I and lord shall not less space in the Shanning Center in the following conspections. of Tenants, Massie Mon's, Dalry Oness, Nortis Tollhams, Ros & Jerry's, Reseas Dures, Curvel, Sectin Robbins, Supplies. Marble Slab Creamers or any other similar commenties.

Cost Pins. Inc. ("Cost Pins"): Landlord serves that subject to the providers of the final sessiones horsef, Landlord shall not permit any assistance or subferent of an Author Tenant or Replacement Anchor Tenant in he primarily executed in Tenant's Primary Use. For narrosses of this Lesse, "Tennet's Primary Use" shall be defined as the couration of a circu primarity. interest in the sale of wicker and rather furniture, numericantel governot foods (excluding a supersystem) and hearings for affirmation contraction of the Property for a period in green of one hearing district (186) conception down, archesing. Tenant's Primary User as described above for a period in second of one hearing district (186) conception down, archesing. reseasable closures for constitute of business due to consider, condemnation, passed that, restauration or Force Maleson, then Tenant's Primary Use shall be deemed discontinued and of se force and affect.

In addition, Landlerd shall not correct any assistant or subsenses of a new-Anchor surveius tadionics for sale or to refl, other In addition. Landsorm short and the state and active for subsection and active for subsection of subsections and subsections are subsectional control of subsections and subsections are subsections as a subsection of subsections and subsections are subsections as a subsection of subsections and subsections are subsections as a subsection of subsection of subsections are subsections as a subsection o isolar for sale or rate of the formulae items on an incidental hards that the rate or disolar of each items in not the primary are of another forant or occurant in the Sheening Center and that the dission of such from does not preced five hundred (500) severe feet of floor area or more than five persons (5%) of such tenent's or occurately areas.

All contrations terms shall have the mounter rivers in the Cost Plus Issue.

Doe Cher's: Subject to the rights of existing tenants of the Shooning Center as of the date hereof, to long as Tenant is operation a Doe Cher's restaurant for a restaurant mader a different trade name serving primarily Asian calcing at the Leased Promines L. Landlord shall not least or sell mace within the Showning Contaction or relativistic formals, the energical of 1 restaurant which specialized in Asian cutains. For nurseess hereof, "tracialized in Asian cutains," that he dessent in mean in restaurant offering 10%; or more of its mean itams as Arian cutains and "Arian cutains," shall mean the traditional cuisines of China, James, Kores, Victores, Theiland, Indonesia and India, including, but not limited to anoth, some bowle, Atian flavored salade, mondia house, rice plates, curries and disc sum, Landlerd shall include in all other leases or conveyances reserving the Shanoles Center as emerge restriction prohibities other trausts from mercins in Tenant's czciustya usa.

F. R. GAMES: Notwithstaudies savihies contained in the Leass to the contrary, whilest to the rights of all cristless towards of the Shorming Center as of the date herred. Landlard surrous not to enter into any new lesses or normal surrous to seaso occurs. iny insen in the Shonoine Center, including any expansion of the Shonoine Center, for the sale of vides game hardware. coftware and accessories electronic board cames, hand-hold entertainment hurriwers and software, commuter related hardware and software, and/or the rais, resals, trading in and resting of vides cames and necessal comments comment the forerning and any other such similar and related items and for haplorical evolutions thereof are hereignafiles referred in as the Profusive Hense"). Notwithstanding anything contained herein to the contrary, the foreseing their not be constraed in prohibit (a) any existing tenant within the Showning Center on of the date bernet from seiling the Excinsive Items or (b) any tenant from seiling the Exclusive items if (f) no more than twenty necessit (20%) of the seiling floor area of such tenant's trace is devoted in the sule of the Exclusive Items and (ii) the decreases raise by such treaset of the Exclusive Items does not Exceed twenty percent (20%) of the gross vales generated from such femant space. Notwithstanding the above, the restriction thall not anoty to any tenant greater than 4000 sowners feet.

Famous Fontweser Landord covenants, warrants and agrees that it has not and shall not throughout the term hereof (except as noted below) icase more in the Shomping Center to another tenget that devotes more than lifteen percent (15%) of its grow leavable area to the sale of shoes or other footwear, nor shall Landlord fences as noted below to make any tenant or occurant of the Shoonize Center to use more than fifteen necessat (15%) of its grow leavable area for the sale of those of other footweer ("Exclusive Ute?").

This Section shall not apply to Paviese Shoes, or one other store that seils unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3, 500) square feet. Furthermore, this Section shall not amply to those traces designated as Anchors "A", "W", "C" "E" and "F" on Exhibit A to the Lessa provided that the tenests or occur of such spaces have the right to operate in such spaces for the Exclusive Use without Landlevil's consent and without modifying their lesses, apprating acressents or other nimitar documents nor to their entenes or subtenest, provided that such assistances for subject does not restain Landlord's consent and further newided that such assistance or subject and health. rivht to operate in such spaces for the Exclusive Use without Landbord's consent and without modificate their issue. Laurent, this Section shall apply to their these spaces desired as Anchora "A", "B" "C" "F" and "F" on Exhibit A to the Lease in the event that Landlord leaves or sells such space for the initial operation for the Exclusive Use after the confession or earlier termination of the stitting leasts for such maces. In addition, this Section shall not analy to burn format morties specia tiones or in a discount junior denormand store, including without limitation. Ross Dress for Less, SteinMart. T.I Ways, Marshall's, Nordatrom Rack, Kahl's and Beal's or another similar store.

Finally, exceed if due in remodeling, which may include remodeling in connection with an enterment or sublease otherwise. permitted harmander (not be exceed one hundred circles (180) days), casualty, condemnation, or force majoure, in the eyest that Tenant does not come within sixty (60) days of the Commencement Date, or cross operating for the Exclusive Use for more then electr (9th consecutive drop, then this Section that become unit and void.

All canitalized terms shall have the meaning siven in the Famous Footuner leads.

Firehouse Subst Notwithstandide neighbor contained berein to the contrary, subject to the rights of existing tonasts of the Shooning Center, Landlard shall not been any other massa in "Building H" as shown on the situ plan attached herein as Exhibit A for the operation of assbauring madwick shoe.

Fig.N. Mores. Landlers sures that if Landlers hereafter enters into mether less acresses which concentrate narrative remains (cause to once within the Showness Center during the Less Term whom humans is the concentration of a involve remain. hadren (such harines hereine for referred to one "Connection Reviews"). The new internal affiliation were their not such to (a) the operation of a business which is correct in whole or in marklet, as operated by Toward or by now House, franchises, subjected or a fiftheir of Tenant or by now House, subjected or a fiftheir of Tenant or by now the subject of the subje franchises, auxience, rablemen or affiliate of Toward, hi the operation of a business resulting from an order or other action of a hankrunter court (c) the operation of a retail leveler stern (d) the operation of any tenent assessment less [4.00] counts feet of floor area in the Shopping Center, nor (a) any Counciling Resisess which is normitted in the Shopping Center, nor (a) any Counciling Resisess which is normitted in the Shopping Center, nor (a) any Counciling Resisess which is normitted in the Shopping Center, nor (a) any Counciling Resisess which is normitted in the Shopping Center, nor (a) any Counciling Resisess which is normitted in the Shopping Center, nor (a) any Counciling Resises which is normitted in the Shopping Center, nor (a) any Counciling Resises which is normitted in the Shopping Center, nor (a) any Counciling Resises which is normitted in the Shopping Center, nor (a) any Counciling Resises which is normitted in the Shopping Center, nor (a) any Counciling Resises which is normitted in the Shopping Center, nor (a) and (b) and (c) and (the terms of a least account entered into order to the data of this Least or to the reserval, relocation, or terms extension of

LNT. Inc. ("Linena 'N Thines")

- Landford serves that subject to the secretains of subsection (b) below in this Section. Landland shall not permit any animes ar subtenant of a Ken Tenant for Substitute) to be primarily comes in Tenant's Primary Use.
- (b) if Tenant discontinues its use of the Premiera for "Tenant's Primare lim" as not forth below for a corded in excess of one hundred eighty (188) consecutive days, excluding resemble closures for constitue of hundred days due to consults. condensation, remodeling, restoration or force maleurs, then Tenent's Primary Use that he decord discontinued and of ma

For nurposes of this Lease. "Terind's Primary Um" shall be defined as the ensenties of a home furnishing storp, which shall be defined as a storp reliber on a marriment of home related marrhanding including the stand describes, both room items and housewares. Re was of example and for illustration numbers only, the following retailers are examples of retail stores. primarily exceed in Tennst's Primary lise; the retailers commonly became as Red, Bath & Beyand and Home Goods

In addition, Landlord thall not occur any emission or subtennet of a non-Anchor president in display for sale or to sell, ether than on an incidental basis, an amortment of home related merchandles including linear and domestics, betheroom items and housewares. For the numbers herrof, the display for sale or rais of the foresting items on an incidental heritake it most that the sale or dimlay of such items is not the primary use of seather tenant or occupant in the Shombar center and that the dimber of such liens does not exceed five hundred (500) scaners feet of floor area or more than five necessit (5%) of rack connect's or occupant's room, sales,

All canitalized terms shall have the meaning siven in the Lineau 'N Thinsa least,

Michael's Stores, Inc.: Neither Landlerd nor any entity controlled by Landlerd will not lesse for nermit the use, lessing or inhicating of or sell any space is or portion of the Shonoine Center or any property continues to the Shonoine Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, in any "craft store", store selling 1rts and crafts, act muolies, craft asmalles, nictura frames or nicture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (excent annurs), arranheokins/memory book tors, or a store seither arranhookiness/memory hook supplies, accessories and/or description or other memory store (e.g., making greating cards, sift base, tern and other related or similar items) annotics, accessories and/or descriptions associated with the forespine, or providing cineses on any of the forespine or any combination of the forespine categories, or any store similar to Franct in operation or merchandleine. The foresoine section shall not apply

- (i) to any leases for which the rais of a product covered by the arcineiva contained above is merely incidental to unch leases's primary use, so long as such leases does not devote mere than five handred (50%) I comple Square Feet in the percents to the sale of the products covered by this exclusive (but this subport (f) shall not apply to picture framing services. it being the intention that no other occurrent of the Shonning Center shall be permitted in offer picture framing services); and
- to Ross Dress for Less, Lineas 'N Things, Cost Pins, Peters or any initial accument of the Aucher Premises; provided such initial occupant(s) is/are one of the following listed retailers: Home Goods, Barnes and Noble/Benders/Rooks

a Million, Sports Authority, LI Mary Maryballs, Bealls, Office Denot Office Man Strakes, Committed, Read Ray Circuit City, Fresh Markett Whole Foods, Pier I Imparts, and Opposited Living/Container Story.

Notwithstanding navithing to the contrary stated above, provided Tenest has not consent as a via and crafts state in Premiess for more than one hundred civity (18th consentive days (excluding reasonable closures or consultant of business due to Cannalty, condemnation, restoration, remodellies, attentions or Handler of the occasions of an initial Anchor Tenest has resulted a such assistant or whitesas or transfering converted in a see arismatic for the rais of aris and crafts, francis services and artificial flavours andre plants or in converted in a see arismatic for the rais of aris and crafts, francis services and artificial flavours andre plants or in performing any contrast francis services. In addition, should the lease or occasions with an initial Anchor Tenest of the Shouning Center has terminated by Landlerd or emission in terms. Landlerd thall subtest the replacement transfer or occurrent of such occasions in Tenest's exclusive stated in the first sentence of the first nature and the first sentence of the first nature of the first nature.

All canitalized forms thall have the meaning sixes in the Michael's lesse.

Peter Animal Sunnites. Inc.: Landlard rescreents and warrants that Tenant shall have the exclusive right to sell not find, not sunnites. If a natural shall have the exclusive result for the incidental sales and excess for the Anchor Tenant creates, as defined below and excess for the animal section by a draw storm of 12.000 somers feet or more or winesser storm of fifteen theorem (15.000 somers feet or more or winesser storm of fifteen theorem (15.000 somers feet or more. This coverest shall run with the land on which the Shonolus Center is located as long as the Frenches are used on a not feed and amore storm. Incidental the land on which the Shonolus Center is located as long as the Frenches are used on a not feed and amore storm. Incidental rules shall mean the rule of display of such itsess or services not as the primary use of the comments toward and taking un manners than five hundred (500) somers feet of floor area.

Notwithstanding the foresting, the Anchor Tenant or Replacement Anchor Tenant previous the military artificial state of the Anchor Tenant is the provision of the next paragraph beyond. Landlerd shall not permit any anisons or subtracest of the Anchor Tenant, nor shall it allow now Replacement Anchor Tenant except for an initial any anisons or subtracest of the Anchor Tenant, nor shall it allow now Replacement Anchor Tenant except for an initial any anisons of Anchor Tenant in the primarily provided in Tenant's Primary Use, except for Ross and its subjected a subject to Tenant's provided and the primary and and the

If Tenest discontinues its me of the Prenises for "Tenest's Primary Use" as set forth below for a revised in around of one bundred circlet (180) consecutive days, excluding resonable closures for resentions of business days is complete condensation, resonabling restoration or force majoure, then Texant's Primary we shall be dessed discontinued and as further force and effect.

For the narrosse, hereof. "Traumt's Primary Hes" shall be defined as the operation of a not number store, which shall be defined as a store selling not flood, not number. I've animals, not exceeding, not training and velocinary services.

All canifold forms shall have the meening given in the Petra lease.

Planet Smoothies. So long as Tenant is assenting for the sum set forth in Section 18 horself. I address their not learn other, mace in the Showing Center to a beaut of command of the Showing Center whose ordered and a section of the Showing Center whose ordered and a section of the Showing Center whose horself, "primary may" shall need any tenant that achieves 30% or mace of its Gross Sales, from the sale of smoothies. The Excharing Use shall not anoth to correct tenant/seconds of the Showing Center, or continued the sale of smoothies that a right to assert a new substitute, and continued will be said to the sales of smoothies that a right to assert a new substitute, and continued will write the sales of smoothies the sales of smoothies that the sales of smoothies the sales of smoothies that the sales of smoothies that the sales o

Ross Florida Dress for Less, I. C. ("Ross"): No occasions of transit of the Shooning Confer, account a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant shall be neighbor to the Shooning of a Co-Tenant for Initial Replacement Anchor Tenant for a Co-Tenant shall be neighbor to research for Tenant's Primary.

Tennat's Primary Use shall be defined as the operation of an Off-Price department store relief on according to the operation of an Off-Price department store reduced from those trained by fall-arter reduced. By way of crample and for illustration purmoses only, the following retailers are examples of retail stores neitwarily excessed in the operation of an Off-Price legariment stores. T. J. Maxy and Marshall's.

Tennat's Primary Use shall be deemed discontinued and of no form and effect if Tennat discontinues operation of its Primary.

Use for a period in access of one handred elebry (180) consecutive calendar days, excluding closures for presenting of business.

Institute of the continue of the construction of Force Malaure.

All canitalized forms shall have the meaning riven in the Russ lesses.

Sancy Rellar Provided (1) Testant shell be continuously operating its business in the Leaset Premises.

15 a opticle-serve casual restaurant serving primarily listing food, and (2) Tennut is not in default herearder, heroad popularlies and case periods, if any, Landlord suress that if Landlord hereafter entert into another lease the corresponding the expression permiss a tennut to open within the Shooming Center during the Lease Term whose business is the operation of a optic-serve casual restaurant serving primarily listing food, with dine-in and take-out service or Tennut shall have certain remodes as provided in the Lease.

Supercutes Notwithstanding anything contained in the Leass to the contrary, unliest to the rights of all cristing tenants of the Shonning Center as of the data hereof. Landlard agrees not to enter into any new leass with any value oriented half service tenant funch as Hair Cuttery, Great Cline, Haircolog Koress, Fastastic Sasse or Sports Cline) for any other spaces in Shonning Center, provided, however, the forestokes shall not restrict, orphibit or prevent Landlard from leasing spaces within the Shanning Center to a full service hair salon or day up true feats.

TGI Friday'm. Exceed at many crist in the Development on the data of this Lease. Landlord shall not normit in the Development after the data of this Lease and orice in the coal of the Demined Terren (f) are movin theater, hopether allow, himse marine, dates hall, at districtions (f) are "Restricted Restriction" for defined below) or her ma (with the acception of the sale of should be reprised when the late the constituent of a delite hours are reprised to a new arms of the desired below) or "record" or "record to the Development to be less than 4.0 conditions that it indo. I not or any use which would cause the overall marking raths for the Development to be less than 4.0 conditions that it is not a surface of the Development of the Development of a first process of a first process of the development of the development of a first process of a first process of the development of

The restriction set forth at Section 7.87(b) shows shall not numbe to se-called "dow-one-inion" uses defined as havings an invalid hale, nails, noticeness, waxing, feetals, massess, tourises treatment and other related envices found in trained days, massing the throughout the country and such "day-one-inion" uses are expressly negative possibled as more than 5.000 tourise feet of group lessable area within the Shomeless Center, in the assessment, but excludes any sament feetant first such uses as of the date of this I case, are occasied and used for such days are increases.

III.TA: As used in the Lease, the term "Transfe Primary Suriess", whall mean (I) the retail sole of commerce, from need, the retail and beauty and hair care are desired as the retail and beauty and it may be a producte media and sole of the retail and beauty and it was a majority of transfer and other health and beauty are desired and the care are desired body care are desired, desired and other health and beauty are desired and the care are desired for a conference (II) the concretion of a neither that the foreign and the care are desired and the care are desired as a representation of a neither that the foreign and careful and and perfect the sole or provides of a residual are and (Y), the sole or provides of risulties or related growing and provides (retained in Placida. From and after the data become and (Y), the sole or provides and greating careful had a majority of Transfer thousand the Placida. From and after the data become and continuing throughout the transfer of the Lease, so long as a story primary that the residence of beauty majority of the story data to force majority in the Primites for a continuous period in excess of six (I) months force of beauty majority of the story of the force of the story of the continuous period in excess of six (I) months force of beauty majority of the story within the Showing Contents and arress that, excess for "Transfer desired" (as hereign for defined), no other promises within the Showing Contents and the care are moducial, the care are discussed in the care are and after the lease of (I) 1.002 accounts (as the Great Place Area of the story is mention).

Notwithsteading the formering. Cost Pine World Marinet. Ross Dress For Lass. Price. Farmans that have its riches and Michael's fooliestively, the "Excess Tenant". And their respective measures and assistant what have the riche for as long at the measures have been Landlerd and each such Excess Tenant Tenant states as fit he date hereof pursuant to their respective leases with Landlerds nourided, however, in the action that Landlerd and withhold its consists under the Excess Tenant leads in mention. Landlerds nourided, however, in the action to Landlerd more withhold its consists under the Excess Tenant leads in mention. Landlerds across in withhold its consists the analysis of the action of the Excess Tenant for the following senses in withhold its consists of the Excess Tenant is the same would result in meditance or consists helps arises for a sense in the Excess Tenant is the following chair near the decreased in violate Tenant as a fine of the following chair near the decrease of the following the following chair near the decrease of the following the following chair of the decrease of the following t

All canifolized terms shall have the meaning vives in the ULTA lesse.

Washington Mutual: Landlord coverants and agrees that, for the Initial Term of this Lease and firmuch any Renewal Periods, white Tenant is nown and counting as a retail bank facility in the Premises (and for any norted Tenant is not once due to an extent of force maleure, causaity or condemnation and for a norted not exceeding 180 days relating to a closure due to an except of force maleure, causaity or condemnation and for a norted not exceeding 180 days relating to a closure due to an exceeding 180 days relating to a closure due to an exceeding 180 days relating to a contract of the Premises) substantially shaller to all other retail bank facilities consented by Tenant on its affiliation and to the fourth of any acrestions beyond any annitoring or care acrest on acrestical hereign beyond any annitoring in the Shonning Center.

PROHIBITED AND/OR RESTRICTED USES FOR ORLANDO SOUARE

THE FOLLOWINGUISES SHALL BE PROHIBITED FOR RESTRICTED TO THE EXTENT SET FORTH BELOWN IN THE SHOPPING CENTER!

- Fuseral establishments
- Antomobile sale, leasing or remain facility or used car lot, lurinding body remain facilities forces that a storefront fermoure car rental commany, including, without limitation a Hertz, Avis or Luterrates facility shall be necessitived in Phone II of the Shonoine Center provided that no more than fifteen (15) restal care are stored in Phase II of the Shooning Centrals.
- Anction or bankingster toks
- Pawa shoot
- Outdoor circus, carnival for carnival like shows, rides or ammented park, or other entertainment facility (excent that a children's entertainment facility like a Charley Chance shall be ascentified within Phase II of the Shopeing Centeits
- Outdoor meetings or outdoor thouse forces that the occurrence of Auchors A.F. thall be permitted to one the tidewalk areas immediately in front of their remedies provided that notestrian access the hading handleanned access is not impaired and at least 1/2 of the death of such sidewalks is available for nedestries. process, such avents shall not best for more than even (7) days per riderally cale and such accessorie shall also be permitted to dimler marchaedies on the siderals benedicials adjacent to the estrace to their president provided that such area does not extend to more then 1/2 of the death of the sidewells, such accounts that he (renousible for remaying any truck quarated by such sidewaits sales and disabouts
- Bowies allegs
- Pool or hillard berior exablishments
- Shooting sulkrat
- Off-track betting (provided that state mosses at latters tickets shall not be prohibited by
- Refiners حلا
- Adult bookstore or adult andfortides store or facility selling or dissinving adult products, normarrantic books. literature or materials (as item shall be considered "adalt" or "pornographic" for rack persons if the same are literature or materials (as item shall be considered "some off word they explicitly deal with or denied business of available for role or reacted by children under 18 years old because they explicitly deal with or denied business remailty, and a stormabil be decored to yields the forestees if more than ten necessar (18%) of the layestery is unt available for rule or rented to children mader the new of majority in Florida because such interdest croff-the Jeals with or devicts have as secondition.
- Any residential use, including host not limited in living quarters, sleaning apartments or indefing recess.
- 14
- Anditorium, mesting hall, ballroom, school church or other place of mablic nemables. 15
- Unemployment issues, service or commissions 16.
- Gyranasium, health club, exercise or dance studie or dance held (excess that a day me use not exceeding 5.00@ innare feet may be nermitted in Phase II of the Shoroles Centerly
- Massaga partorci 18.
- Cocktail lounce (unless incidental in a restaurant otherwise nermitted herein), har, disce or night clubs
- Bineo or similar sames of chance, but state moreoved lottery tickets and other items commanly sold in retag 12. rtabilishments may be sold as an incidental part of husiness; 20.
- Video runs, arrade, ninhall or ampressent arrade or electronic sums room (except as an incidented part of Inother primary business otherwise negatitled hereink
- Skuting or rollesi rinku
- Car wash in Phase I of the Shooning Centers
- Second hand storm, auction house, or flee markets :4
- Restaurant within Phase I of the Shonning Center except that a case or coffee has or other limited service/self ervice restaurant shall be resmitted in Phase I (provided such use is not located in the premises identified as Anchors A.P. on the Site Plan unless such use is incidental to the primary use of such premises, incinding, :5

without limitation, a coffee har operated by a book storal and exceed that a, full service restourant shall be permitted in the presultest designated "Rest, 1" on the Site Pinal.

_ ,

- Office or non-rebail was (which shall not prohibit in the Showing Center; ii) neer comments referred to an "quant-retail" in "terrica retail" or "retail offices" ruck as a travel needed, real estate office, insurance needed, accounting veryica, insurance hydrogeness, rick brokeness, figurated services, destina, arthodosticits, chiropractices, rick, so long as some are not located within the arrestees identified on the Site Pieu as Anchors A.—F. (ii) any office used by a retailer incidental to its retail enserations, (iii) a showing center nauscents office and to stood 1.500 sensors feet provided in a not located within the arrestees identified on the Site Pieu as Anchors A.—Fr. !
- 27. Telemarketha or call cratera
- 28. A "head" show ribra or store merializing in the sale of draw naranhermilies.
- An ATM (automatic tellor machine) or similar machine discussion moment on the exterior of the huilding legionated on Anchors A and C on the Site Pine (securided, however, that new ATM on the interior of these premises, including, without limitation, a from standing ATM unit or at a noise of sule review of Anchors A and C, shall be normitted without restriction);
- JO. For retaringer services or the oversicht boarding of animals in the pre-nime designated as Anchora A. C and D. on the Site Plans. !
- No "Histo Intensity Parking Unor" (defined as a insent or occurant whose not requires more than five (5) marking spaces not one themsess (1,000) supera feet of legenble floor area) in accordance with either environments than the change of the parking requirement of the little parking region at the little parking region of the located within three headres fifty (350) of the front and side particular walk of Anchor Re
- 12. Antomobile and other products thouse and
- 33. Kloska within Phose Lof the Shenoine Craise.

EXHIBIT FID LEASE AGREEMENT BETWEEN SAND LAKE OFF, LLC. AS LANDLORD, AND URBAN BRANDS INC. AS TENANT

SHOPPING CENTER RULES AND REGULATIONS

- All deliveries or shipments of any kind in and from the Lessed Premises including location of enods, shall be made by you of the rear of the Lessed Premises or at any other secondary location designated by Landlerd, in the extent one crists, and only at such time designated for such sucreose by Landlerd.
- Tenant shall not not the public or Common Arms in the Shonning Center for hastesse numbers or special events, unless ories appreciate written has been granted by Landlard,
- Pinnshing facilities shall not be used for any other narross then that for which they are constructed, and ne foreign inhetence of any kind shall be thrown thereign.
- Tenant shall non, at Tenant's cost, a nest extermination contractor at such intervals on Landlord may require, but no ca often then ours conneils.
- Tenant shall not obtain or permits (a) displays, decerations or shounder carin on the sidewalk in front of the Leans, Premius or snow any of the Common Arest of the Shounder Contert (h) snything in he displayed, stacked, hung. from the critical riched, forms, cits, on the riches his control to anything in the disserved, stacked, house, from the critical riches, riched, forms, cits, on the riches and according to the riches and only in dealers and the riches and only in dealers and olsenia da Comma Area,
- Solicitims for any risesses in Common Arrest requires Landlerd's prior writing assessment
- Distribution of miss fivers, nemablets, or any type of adverticing literature in the Common Areas, on partical cars, ste., by Tenant or anyone action on behalf of Tenant or with Tenant's knowledge in only parasities with ories. written amazoral of Landings.
- Tennet serves to servicionia in treak pick-as se directed by Landland.
- Unless directly related to business, as stated in the body of the Lessa, no animals will be allowed in Common Areas.
- Dameer caused to the roof of the Shouning Center by renair/service personnel contracted by Tenant will be the renouniellity of Tenant. All objects left on the roof by Tenant contracted monitoraries personnel causing dame
- Tenant shall not, without prior written consent of the Landlers, after or justed, any type of supercree, tinting, soler, screen or similar product to any window or door close of the Leased Promise.
- Landlord reserves the right in surneed, sunniessent, or change then Rules and Regulations so loss as then are uniformit enforced by Landlord.

CUARANTY OF LEASE ACREGATIVE

THIS GUARANTY OF LEASE AGREEMENT ("Guaranty") is made and entered into this day of 2006 by URBAN BRANDS, INC., having a business address at Attar. Corporate Real Estate Dept., 100 Metre Wey, Secureus, New Jersey 07094 ("Guarantous"), in favor of Sand Lake OST, LLC, a Florida limited liability company ("Landlord").

WITHESELTE

WHEREAS, MARIANNE USPR, INC. ("Tensor"), and Landlord entered into a Shopping Center Lease Agreement dated <u>ILCL. (100 Center)</u>, with respect to the premises known as Store No. D116-D114, totaling 6,689 square feet, having an address of 1700 W. Sand Lake Rd in the shopping center located in Orlanda, Florida, commonly known as the Orlanda Square Shopping Center (collectively the "Lease"); and

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

NOW, THEREPORE, in consideration of the execution and delivery of the Lease by Lendlord, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Guarantons hereby agrees as

- 1. The undersigned barely guarantees to the Landlord and to may mortgages holding a mortgage upon the interest of Landlord in the Leased Premises, the dos and timely payment of all reset payable under the Lease, and each and every installment thereof, as well so the full, frithful, timely and complete performmen by the Tenant of each and all of the covenients, conditions and provisions in the Lease outsined on the part of the Tenant thereof, as well as the full term of the Lease and any extensions or modifications thereof, with no lease force and effect than if the undersigned were unused as the Tenant is the Lease. If Tenant shall definalt at may less force and effect than if the undersigned were unused as the Tenant is the Lease, the tenant of any rest or eary other mean, costs or charges whetherever, or in the performment of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rest, sense, costs and charges to be paid by Tenant, and at the other covenants and obligations to be performed by Tenant, notes or pursuant to the Lease, and in storest on pent does not demand pay to Landlord any end all cause due to Landlord, including (without limitation) addition shall on Landlord's demand pay to Landlord any end all consequence of Tenants defined. This Guaranty and the actual alternative or pursuant which may be made of the Lease, or any sublating hereunder, or by any entereduced way other sums previded to be paid by the Tenant. The obligations of the undersigned may defined against Tenant of any other sums previded to be paid by the Tenant. The obligations of the undersigned may be joised in brought against Tenant, or whether or not Tenant is joised in any such action, and the undersigned may be joised in Lease. The undersigned waves any right to complete of delay in the enforcement of Leaset or pursuant Tenant, or otherwise.
- No action or proceeding brought or instituted under this Gueranty against the undersigned, and me recovery had in pursuance thereof, shall be a ber or defines to any further action or proceeding which may be brought under this Gueranty by reason of any further definest or definest of Tenant. The Hability of the undersigned shall not be derived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant document to not not insisted to, any release or discharge pursuant to my reorganization, readjustment, insolvency, receivership or bendruptsy proceedings. There shall be no modification of the provisions of this Gueranty unless the same be in writing and rigned by the undersigned and the Landlord.
- 3. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, her helve, executors, administrators, and assigns, and shall have to the benefit of the Lease, it is successors and assigns, and to any fixture owner of the fee of the Leased Premises referred to in the Lease, and to my mortgages on the fee interest of the Leased Premises, Lendlord may, without notice, assign the Lease or this Guaranty in whole or in part, and the undersigned agrees that no modification of the terms of the Lease shall in anyway impair or atfant the undersigned's obligations hereunder.
- 4. If either party herein brings any action to enforce rights under this Guaranty, whether judicial, deministrative or otherwise, the prevailing party in that action shall be estitled to recover from the losing party all fees and court costs incurred, including reasonable attentive fees, whether such costs and fees are incurred out of court, at trial, on append, or in any benkruptny proceeding. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florids.
- 5. If any term or provision of this Guaranty, or the application thereof to any person or circumstance, shall, to my extent, be invalid on unemforceable, the remainder of the Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unemforceable shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by applicable law. The exacution of this Guaranty prior to the exacution of the Lesse shall not invalidate this Guaranty or lesses the obligations of the Guarantor(s) hereunder.

6. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICE EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICE PROCEEDING IS UNDER, IN CONNECTION WITE OR RELATED TO THE GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE. IN WITNESS WHEREOF, the undersigned has executed this Guaranty on this
CUARANTORIAS URBAN BRANDS, INC. Text ID No./Sinh: \$1 - 037 36 78
STATE OF NEW YOLK) SS COUNTY OF Line and a Notary Public, do barely carriely that Mchael A, Alake parametry
I, the undersigned, a Notery Pursue, as mercy to may be seen as the seed of De Law and a companion, in the foregoing instrument, appeared before and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before the day in person and acknowledged the he signed and delivered the said instrument as such
Vill PUS. Clear of said corporation, personnel to matherity gives by the Board of Directors of said corporation, as his five and voluntary set, and so the free and voluntary set and deed of said corporation, for the purposes therein sat forth. Given under my-hand and notarial seed this
(Notary Soal)

EXHIBIT "E"

EXISTING EXCLUSIVES/RESTRICTED USES

- Barnie's. Landlerd shall not lease any other space in the Center to a tenant whose primary use in
 the sale of branded gournest coffee and tea (i.e., Starbucks, Caribou, etc.), provided, however, other
 tenants of the Center may sell branded gournest coffee and tea as an incidental part of their business.
- 2. Camille's. Landlord shall not lease any other space in the Center to a tenent whose primary use is (i) a bakery case similar to end including, without limitation, Panere, Atlanta Bread or Crispera, or (ii) the sale of wrap and/or penint style sentwiches in a quick service style restaurest, provided, however, such exclusion as to wrap style sentwiches shall not apply to burries or any other traditional Mexican fare and such restriction shall not preclude Landlord from permitting other tenants of the Center to sell wrap sandwiches or panint style sendwiches as an ancillary part of their menus.
- 3. Chipetia Menican Grill. Landlord shall not lease any other space in the Center to a tenant whose Primary Use is the sale of burnion, Menican wreps, fajitus or tucos. "Primary Use" for purposes herein shall mean greater than 10% of the Gross Sales (as defined in the Chipotia Mexican Grill lease) of a tenant are generated from such use.
- 4. Cingular. Lindions agrees not to enter into any new lease or permit anyone to use or occupy any space in the Center, including any expansion of the Center, whose primary use is the retail sale and service of wireless telecommunications equipment and services.
- Cold Stane Creamery. Landlord shall not lease space in the Center to the following competitors
 of Cold Stone Creamery: Maggie Moo's, Dairy Queen, Nesde Tollhouse, Ben & Jerry's, Hisagen-Dazs,
 Carvel, Baskin Robbins, Brewsters, Marble Stale Creamery, or any other similar competitor.
- 6. Cost Pius, Isie. Landlord shall not permit any assignes or subtement of an Anchor Ternant or Replacement Anchor. Ternant to be primarily engaged in Cost Pius Inc.'s Primary Use. "Cost Pius Inc.'s Primary Use" shall be defined as the operation of a store primarily engaged in the sale of wicker and ratio furniture, prepackaged gournest foods (excluding a grocery store) and bearwine for off-premises consumption (excluding a grocery, drug or convenience store). In addition, Landlord shall not permit any assigness or subtement of a non-anchor premises to display for sale or in sell, other than on an incidental basis, the sale of wicker and ration furniture, prepackaged gournest foods (excluding a grocery store) and bearwine for off-premises consumptions (excluding a grocery, drug or convenience store. For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean the sale or display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales. An "Anchor Terusia" is Lineas 'N Things, Ross Dress for Less, Michael's and Petco, and a "Replacement Anchor Terusia" is any national retail tenant operating severay-five (75) or more stores in the United States and initially occupying one or more of the spaces designated on the Site Plas attached to the Cost Plus, Inc. Less as Anchor A, B, E or F.
- 7. EB Games. Landlord agrees not to enter into any new lesss or permit anyons to use or occupy any space in the Cester, including any expansion of the Center, for the sale of video games hardware, software and accessories; electronic board games, hand-held entertainment hardware and software, computer related hardware and software, and/or the sale, resale, trading-in and related items and technological personal computer games (the foregoing and any other such similar and related items and technological

evolutions thereof are heremafter referred to as the "Exclusive Items"). Notwithstanding arrything commined herein to the contrary, the foregoing shall not be construed to prohibit (a) any existing tenums within the Center as of the date of the EB Genes lease from selling the Exclusive Items, or (b) say tenses within the Exclusive Items it? (i) no more than twenty percent (20%) of the selling floor area of from selling the Exclusive Items it devoted to the sale of the Exclusive Items, and (ii) the aggregate sales by such tenses of the Exclusive Items of the Exclusive

- 8. Farmous Footwear. Landlord shall not lease space in the Center to another tenset that devotes more than fifteen percent (15%) of its gross leaseble area to the sale of shoes or other footwear, nor shall percent (15%) of its gross leaseble area for the sale of shoes or other footwear ("Exchance Use"). This section shall not apply to Payless Shoes, or one other store that salts unbranded shoes, in either event, section shall not apply to those spaces three thousand five hundred (3,500) square feet. Furthermore, provided that such store does not exceed three thousand five hundred (3,500 square feet. Furthermore, provided that such spaces for the sales provided that the tensets or occupants of such spaces have the right to operate is such spaces for the Exchance Use without Landlord's consent and without modifying their leases, operating agreements or other similar documents nor to their assignment or subtenant, provided that such assignment or subtenant and such spaces for the Exchance Use without tendifying their leases, however, this section shall apply to those spaces designated as Anchors "A", "B", "C", "E mat "P" on Exhibit A to the Famous Footwear lease in the event that Landlord's consent and exchance of sells such spaces for the initial operation for the Exclusive Use after the expiration or emiter termination of sells such spaces for the initial operation for the Exclusive Use after the expiration or emiter termination of sells such spaces for the initial operation for the Exclusive Use after the expiration or emiter termination stores or to a discount junior department store, including, without limitation, Ross Dress for Lesa, SteinMart, TJ Macc, Marshalf's, Nordstrons Rack, Kohf's and Bealls or another similar store.
- Firehouse Subs. Landlord shall not lease any other space in "Building B" as shown on the site plan attached to the Firehouse Subs' lease as Exhibit A for the operation of a submerine sendwich shop.
- 10. LNF, Inc. ("Lineae 'N Thinge"). Landlord shall not permit any assignee or subtenant of a Key Tenant (or Substitute) to be primarily engaged in Tenant's Primary Use. Tenant's Primary Use shall be defined as the operation of a home furnishing store, which shall be defined as a store selling an assortment of home related merchandine including lineae and domestics, bathroom items and housewerse. By way of example and for illustration purposes only, the following retailers are complete of retail stores by way of example and for illustration purposes only, the following retailers are complete of retail stores by may of example and for illustration purposes only, the following retailers are complete of retail stores by may of example and for illustration purposes only the retailers are comment to fance and house related to display for sale or to sell, other than on an incidental basis, an assortment of home related merchandine to display for sale or to sell, other than on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items one is not the primary use of another tenant or occupant in the Center and that the display of such items one concentration five hundred (500) square feet of floor area or more than five percent (5%) of such tenants or occupant's gross sales, "Key Tenants" are (i) Ross and (ii) one of Michaela, Cost Plus, or Perce. The following tenants may be substituted for the Key Tenants listed in (i) and (ii) above provided that they occupy at least eighty percent (80%) of the premises to have been occupied by the Key Tenant (and are compliance) as "Substitutes" or collectively as "Substitutes"? A.C. Moore, Barnes and Noble, Border, Books-A-Million, Sports Authority, Dick's Sporting Goods, Rel Moore, Barnes and Noble, Border, Books-A-Million, Coffice Depot, Office Mex, Staples, CompUSA, Be

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

- 11. Michael's Stores, Inc. Neither Landlord nor any entry controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Center or any property contiguous to the Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to any "rank store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (except apparel), scrap booking/memory book store, or a store selling scrap bookings/memory book supplies, accessories and/or decorations or other paper crafting (e.g. making greating carts, gift bags, tags and other related or similar items) supplies, accessories and/or decorations are societed with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to Michael's Stores, Inc. in operation or merchandising. The foregoing section shall not apply:
- (i) to any lesses for which the sale of a product covered by the excitative contained above is merely incidental to such lesses's primary use, so long as such lesses does not devote more than five hundred (500) lessebble square feet in the aggregate to the sale of the products covered by this exclusive (but this subpart (i) shall not apply to picture framing services, it being the intention that no other occupant of the Centes shall be permitted to offer picture framing services); and
- (ii) to Ross Dress for Less, Linens 'N Things, Cost Plus, Peace or any initial occupant of the Anchor Premises; provided such initial occupant(s) is/are one of the following listed retailers: Home Goods, Barnes and Noble, Borders, Books-A-Million, Sports Authority, TJ Maxx., Marshalls, Bealls, Office Depot, Office Max, Staples, CompUSA, Best Buy, Circuit City, Fresh Market, Whole Foods, Pler I Imports, Organized Living, and Container Store.

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

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

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

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

- 13. Petco Anisand Supplies, line. Petco Anisand Supplies, line. shall have the exclusive right to sell pet food, pet supplies, live anisands, pet grooming, pet training, and veterinary services in the Centur except for the incidental sales and except for the Anchor Tenant premises, as defined below and except for the sale of such items by a drug store of 12,000 square feet or more or grocery store of fifteen thousand (15,000) square feet or more. Incidental sales shall mean the sale or display of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area. Notwithstanding the foregoing, the Anchor Tenant or Replacement Anchor Tenant premises (as defined in Euchibit H of the Petce Anissal Supplies, Inc. lease) shall not be subject to the above exclusive. However, Landlard agrees that subject to the provisions of the next paragraph hereof, Landlard shall not permit any assignee or subsensed of an Anchor Tenant, nor shall it allow any Replacement Anchor Tenant except for Ross and its sublesses's and/or sasignee's which are not subject to Petce Anissal Supplies, Inc,'a exclusive. For the purposes hereof, "Tenant's Primary Use" shall be defined as Animal Supplies, Inc,'a exclusive, which shall be defined as a store selling pet food, pet supplies, live anismals, pet grooming, pet training and veterinary services. Landlard agrees not to sell to, lease to, nor approve any subleases or assignment of lease, or change in use, unless prevented by the terms of any lease thereof, an "Anchor Tenant" is Ross Dress for Less, Liness 'N Things, Cost Plus World Market, Michael's and a "Replacement Anchor Tenant" is say national tenant operating 50 or more stores in the United States and Initially occupying one or more of the spaces designated on the Site Plan to the Petco Anismal Supplies, Inc. lease as Anchor A, B,
- 14. Planet Smoothie. Landlord shall not lease other space in the Center to a tenent or occupant of the Center whose printery use is serving smoothies (the "Exclusive Use"). For purposes hereof, "primary use" shall mean any tenent that achieves 30% or more of its gross sales from the sale of smoothies. The Exclusive Use shall not apply to current tenent/occupants of the Center, except that if Landlord has a right to approve any subjecting, assignment or change in use for such tenents/occupants, Landlord will withhold consent for any change in use or assignment/subjecting/transfer for the Exclusive Use.
- 15. Ross Florides Dress for Less, L.C. ("Ross"). No occupant or tenant of the Center, except a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged in Ross' Primary Use. No assignes or subtenant of a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged for Ross' Primary Use. Ross' Primary Use shall be defined as the operation of an Off-Price department store selling an assortment of meschandise at prices reduced from those typically charged by full-price retailers. By way of examples and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in the operation of an Off-Price Jepartment store. T.J. Manca and Marshall's. For purposes of this section, "Co-Tenant" means Michael's, Cost Plus, Liness 'N Things and as "Anchor Tenant" is a national retailer with at least severely-five (75)

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

- 16. Supercents. Landlord agrees not to enter into my new lease with any value oriented hair service tenant (such as Hair Cuttery, Great Clips, HaircolorXpress, Fantastic Same or Sports Clips) for any other space in the Center, provided, however, the foregoing shall not restrict, prohibit or prevent Landlord from leasing space within the Center to a full service hair salon or day spa type tenant.
- 17. ULTA. "Tensar's Primary Business" shall mean (i) the retail sale of cosmetics, fragrances, hair care products such as shampoon, conditioners, gela, accessories; personal care appliances; other health and beauty aid items including feminine hygiene products; men's toiletries; analgesics; skin care products; body care products, and decoraris; or all hygiene products; eye care products; analgesics; skin care products; products sold in a majority of ULTA's stores; (ii) the operation of a full service heir salous; (iii) the operation of a nail salous; (iv) the operation of a professionel day spa; and (v) the sale or providing of similar or related goods and services (including, without limitation, hosiery, costume jewelry, sanglesses and greating cards) sold in a majority of ULTA's stores located in Florida. From and after the due of the ULTA lease and continuing throughout the term of the ULTA lease, except for "Incidental Sales" (as hereinafter defined), no other premises within the Center (or any expansion thereof) shall be engaged in the retail sale of beauty products, and body care products) or as a hair salou, beauty salou or rail salou. "Incidental Sales" shall mean the sale or display of such items or services in the lease of (i) 1,000 squares feet (finclusive of sisle space) of gross floor area, or (ii) 10% of the gross floor area of the store in questions.

Notwithstanding the foregoing, Cost Plus World Market, Ross Dress For Less, Petca, Famous Footwess, Linens 'N Things and Michael's (collectively, the "Excesspt Tenants"), and their respective successors and savigns, shall have the right, for so long as the respective lesse between Landlord and each such Exampt Tenant remains in fill force and effect (including renewals thereof), to use their respective lesses with Landlord; provided, however, to the extent that Landlord may withhold its consent under the Excesspt Tenant lesse in questlon, Landlord agrees to withhold its consent to any proposed change in use, assignment or sublease by an Exempt Tenant if the same would result in such tenent or occupant being primarily engaged in Tenant's Primary Business. In addition, the following shall not be deemed to violate Tenant's exclusive: (i) a value-oriented hair salon such as SuperCuta, Halr Cuttery or a similar type operation, (ii) a drug store excessing six thousand (6,000) square feet, or (iii) a grocery store excessing in thousand (6,000) square feet, or more of leaseble area (who is not an Exempt Tenant) cannot operate primarily for the retail sale of cosmetics or fragrances.

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

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

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

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

LARGE APPAREL OF FLORIDA, INC. SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this 15^{44} day of January, 2009.

Michael A. Abets Assistant Secretary

URBAN BRANDS, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

In witness whereof, the undersigned has subscribed his name as Assistant Secretary this $15^{\rm th}$ day of January, 2009.

Michael A. Abste Assistent Secretary

MARIANNE USPR, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

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

Michael A. Abate Assistant Secretary

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	
URBAN BRANDS, INC.,	Case No.: 10-13005 (KJC)
Debtor.	
	_/

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

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

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

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

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