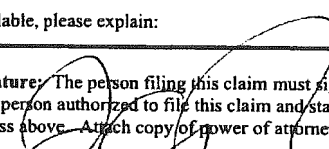



EXHIBIT A

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: Large Apparel of Florida, Inc.		Case Number: 10-13026 (KJC)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MSKP Orlando Square, LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: MSKP Orlando Square, LLC c/o James A. Timko Shutts & Bowen LLP, 300 South Orange Ave. Suite 1000 Orlando, FL 32801 Telephone number: _____		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED JAN 17 2011 BMC GROUP </div> Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>484,144.64</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(2). Amount entitled to priority: \$ <u>23,032.18</u> <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>(see attached)</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <u>1-14-11</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  James A. Timko - Attorney For MSKP Orlando Square, LLC </div>	
FOR COURT USE ONLY <div style="text-align: center;">  00478 </div>		

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 "Landlord"), and LARGE APPAREL OF FLORIDA, INC., a Florida corporation (the "Tenant"), who, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Background.

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

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

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

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

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

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

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

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

6. Rental Payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WITNESSES:

[Signature]
Signature of Witness 1

Dawn M. Scott
Print name of Witness 1

[Signature]
Signature of Witness 2

Sandra Retraft
Print name of Witness 2

WITNESSES:

[Signature]
Signature of Witness 1

CHRISTINE GIDYACEO
Print name of Witness 1

[Signature]
Signature of Witness 2

CHRISTINE GIDYACEO
Print name of Witness 2

LANDLORD:

MSKP ORLANDO SQUARE, LLC,
a Delaware limited liability company

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

Date Executed: 1/15/09

TENANT:

LARGE APPAREL OF FLORIDA, INC.,
a Florida corporation

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

[CORPORATE SEAL]

Date Executed: JANUARY 15, 2009

JOINDER OF GUARANTOR

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

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

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

WITNESSES:

[Signature]
Signature of Witness 1

DEANETTE SULLIVAN
Print name of Witness 1

[Signature]
Signature of Witness 2

CHRISTINE GEORACCO
Print name of Witness 2

GUARANTOR:

URBAN BRANDS, INC.,
a Delaware corporation

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

[CORPORATE SEAL]

Date Executed: JANUARY 15, 2009

JOINDER OF MARIANNE USPR, INC.

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

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

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

WITNESSES:

[Signature]
Signature of Witness 1

SEANADEE SULLIVAN
Print name of Witness 1

[Signature]
Signature of Witness 2

CHRISTINE GRACIA
Print name of Witness 2

MARIANNE USPR, INC.
a Delaware corporation

By: [Signature]
Name: ANITA D. BRIT
Title: SENIOR VICE PRESIDENT/COO

[CORPORATE SEAL]

Date Executed: JANUARY 15, 2009

EXHIBIT "A"

2006 LEASE

WPEDOC3 7643338 2
DRAFT 1/14/09

Shopping Center Lease

THIS SHOPPING CENTER LEASE, made and entered into as of the 19th day of June 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 I

FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS

Section 1.1 Fundamental Lease Provisions.

A. SHOPPING CENTER:

Orlando Square
Orlando, FL

B. LANDLORD:

HOME OFFICE:

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

NOTICE ADDRESS:

Same as Home Office Address

C. RENTAL PAYMENT PLACE:

Same as Home Office Address

D. TENANT:

HOME OFFICE:

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

NOTICE ADDRESS:

Same as Home Office Address

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

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

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

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

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

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

J. FIXED RENT: PRIMARY TERM: FIVE (5) YEARS
1-5 year \$ 30.00 per sq.ft. \$18,700.00 monthly \$200,400 annually
(i) five (5 %) Percentage Rent Rate (ii) \$4,008,000 Base Gross Sales Amount

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

FIRST OPTION TERM: FIVE (5) YEARS
1-5 year \$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 \$8 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 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 \$.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 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 waiver from Tenant's general contractor for work and materials provided to the Leased Premises.
- O. TENANT'S RIGHT OF TERMINATION: Tenant has the right to cancel this Lease if any of the following conditions or circumstances occur:

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

Tenant may terminate this lease and vacate the Leased Premises upon delivery of written notice of said termination to landlord in the event the Center remains below 50% leased occupancy for an additional period of six (6) months from the date tenant commenced paying percentage rent, provided such cancellation notice is delivered within thirty 30 days of the end of any such six 6 month period. In the event tenant does not elect to cancel the Lease at end of such six month period, tenant shall 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 G1 - Construction Checklist - (N/A)~~
- Exhibit C2 - Store Layout (page 1 and Lighting Grid (page 2)
- Exhibit D - Sign Criteria
- Exhibit E - Existing Exclusive Uses and Prohibited AND/OR Restricted Uses
- Exhibit F - Shopping Center Rules And Regulations-See ARTICLE VII, Section 7.2

ARTICLE II

SHOPPING CENTER, LEASED PREMISES AND TERM

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

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

B.

Section 2.2 Leased Premises.

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

Section 2.3 Term:

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

Section 2.4 Statement as to Lease Term.

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

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

Section 2.5 Tenant to Open for Business.

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

ARTICLE III

RENTALS

Section 3.1 Fixed Rent and Percentage Rent.

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

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

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

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

Section 3.2 Definition of Gross Sales.

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

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

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

Section 3.3 Sales Records, Reports and Examination.

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

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

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

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

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

ARTICLE IV COMMON AREAS, THEIR USE AND CHARGES

Section 4.1 Common Areas.

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

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

Section 4.2 Use of Common Areas.

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

Section 4.3 Cost of Maintenance of Common Areas.

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

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

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

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

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

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

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

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

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

ARTICLE V UTILITY SERVICES

Section 5.1 Utilities.

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

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