

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

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

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

ARTICLE V UTILITY SERVICES

Section 5.1 Utilities.

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

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

Section 5.2 Furnishing of Utility Services.

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

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord.

Landlord shall make and pay for all repairs to the exterior of the building of which the Leased Premises are a part, including, but not limited to repairs to, roof (including drains, downspouts, flashing and parapets), exterior walls, sprinkler systems, foundations, floor constructions, pipes and conduits leading to and from utility installments, sidewalks, 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, then Tenant shall be entitled to collect the amount of such repair, plus interest thereon at the rate of prime plus one (1%) percent per annum, by setting off such amounts against rental payments due to Landlord thereafter until the full amount of such repair plus interest has been recouped.

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

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

Section 6.2 Repairs and Maintenance by Tenant.

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

Tenant shall also maintain and keep in good repair all plumbing and electrical installations within the Leased Premises and floor coverings within the Leased Premises. ~~Tenant shall perform routine maintenance such as changing of filter(s), lubrication and periodic check-ups, the cost of which shall not be considered as part of the \$500.~~ INITIALED BY
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At all times during the Lease, Tenant shall maintain a service contract with a reputable air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, for the regular maintenance of the heating, ventilating and air conditioning ("HVAC") system servicing the Leased Premises, which firm shall regularly service and inspect the air conditions unit (s) on the Leased Premises.

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

Section 6.3 Inspection.

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

Section 6.4 Replacement of Glass.

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

ARTICLE VII USE OF LEASED PREMISES

Section 7.1 Use of Leased Premises.

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

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

Section 7.2 Rules and Regulations.

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

Section 7.3 Signs, Awnings and Canopies.

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

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

Section 7.4 Noise, Obstruction and Nuisances.

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

Section 7.5 Adjacent Tenancy.

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

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Section 7.6 Intentionally Deleted.

ARTICLE VIII
TENANT'S BUSINESS RELATIONSHIP

Section 8.1 Relationship of the Parties.

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

Article IX

ADDITIONS, ALTERATIONS AND PERSONAL PROPERTY

Section 9.1 By Landlord.

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

Section 9.2 By Tenant.

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

Section 9.3 Indemnity and Insurance.

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

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

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

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

Section 9.4 Mechanic's Liens.

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

Section 9.5 Personal Property.

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

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

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

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

ARTICLE X TAXES AND INSURANCE

Section 10.1 Tenant's Taxes.

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

Section 10.2 Tenant's Participation in Real Estate Taxes.

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

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

Section 10.3 Liability Insurance.

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

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

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

Section 10.4 Increase in Fire Insurance Premium.

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

Section 10.5 Landlord's Property Insurance.

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

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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-rata share shall be calculated in the same manner in which real estate taxes are pro-rated in ARTICLE X Section 10.2. Tenant shall pay such additional rent within thirty days after notification from Landlord that such insurance reimbursement is due. Should Landlord's actual costs at the end of each lease year, including the first lease year, be less than the amount estimated, Tenant shall be entitled to a credit against the ensuing year's contributions or shall be entitled to payment within thirty days after the end of the Lease Term, whichever shall apply. Landlord shall provide Tenant with evidence of insurance covering the shopping center and common areas.

ARTICLE XI

DAMAGES, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES

Section 11.1 Damage or Destruction by Fire or Other Casualty.

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

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

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

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

Section 11.2 Mutual Release and Waiver.

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

Section 11.3 Condemnation.

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

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

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

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ARTICLE XII
DEFAULT BY TENANT AND REMEDIES

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Section 12.1 Default.

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

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

Section 12.2 Landlord's Remedies.

- A. In the event of any continuing default or breach hereof by the Tenant, the Landlord may immediately, or at any time thereafter without notice, cure such breach or default for the account and at the expense of the Tenant. If the Landlord at any time, by reason of such default or breach, is compelled or elects to pay any sum of money, or 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:
 - 1. Landlord may give written notice to Tenant that the Landlord elects to terminate this Lease on a date specified in said notice; or
 - 2. Landlord may re-enter and retake possession of the premises by any lawful means without terminating the Lease. Landlord may remove all persons and property from the Premises and may store the property at the expense and for the account of Tenant without liability for any damage on account of said removal. Landlord's re-entry shall not be deemed either an acceptance, surrender or termination of this Lease, and Tenant shall nevertheless remain liable for the rent and any other charges or items payable by Tenant as provided in this Lease, for the balance of the Lease Term herein demised. Landlord may, without notice, repair or alter the Premises in such manner as the Landlord may deem necessary or reasonable, and relet the

Premises, or any part thereof, upon such terms and conditions as Landlord deems appropriate, in Landlord's name, or as agent of the Tenant, and from any rents so collected and received, the Landlord shall first pay to itself the expenses and costs of retaking possession, repairing and/or altering the premises, and the expenses of removing persons and property therefrom, and any costs or expenses in securing the new Tenant; and, thereafter, any balance remaining shall be applied by the Landlord in payment of the taxes, insurance premiums, repairs and other items payable by the Tenant pursuant to this Lease, and then on account of the rent reserved herein and unpaid by the Tenant for the remainder of the term of the Lease. Should the rent so collected by the Landlord after payments aforesaid be insufficient to fully pay the taxes, insurance premiums, repairs, rents and the costs of retaking of possession stipulated for herein, the balance shall be paid by the Tenant on the rent days herein specified; that is upon each of such rent payment days, Tenant shall pay to the Landlord the amount of the deficiency, and that the right of the Landlord to recover from the Tenant the amount thereof or the amount of the rent herein reserved, if there is not 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.

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

Section 12.3 Default by Landlord.

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

Section 12.4 Tenant's Remedies.

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

Section 12.5 Expenses and Attorneys' Fees.

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

ARTICLE XIII

MORTGAGE FINANCING AND SUBORDINATION

Section 13.1 Subordination.

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

ARTICLE XIV

Delivery OF PREMISES

Section 14.1 As-Is.

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

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

ARTICLE XV OTHER PROVISIONS

Section 15.1 Indemnity.

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

Section 15.2 Definition and Liability of Landlord.

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

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

Section 15.3 Assignment or Subletting.

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

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

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

Section 15.4 Notices.

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

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

Section 15.5 Interest on Late Payments.

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

Section 15.6 Short Form Lease.

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

Section 15.7 Surrender of Leased Premises and Holding Over.

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

Section 15.8 Operation.

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

Section 15.9 Pro Rata Share.

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

Section 15.10 Entire and Binding Agreement.

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

Section 15.11 Provisions Severable.

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

Section 15.12 Captions.

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

Section 15.13 Intentionally Deleted.

Section 15.14 Quiet Enjoyment.

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

Section 15.15 Environmental.

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 Substance" shall include any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State in which the Leased Premises are situated, or the United States government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum.

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

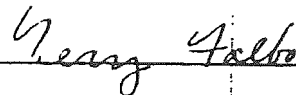
The provisions of this Section 15.15 shall be in addition to any other obligations and liabilities Landlord may have to Tenant at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

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

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

WITNESSES:

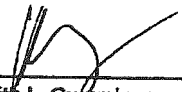

DENISE THOMAS


Cheryl Falbo


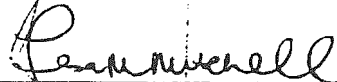
LANDLORD: Sand Lake OBT, LLC
A Florida limited liability company.

By: _____

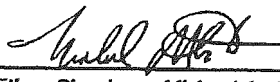
Sand Lake Equities III, LLC
A Florida Limited Liability Company,
It's: Manager

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

WITNESSES:


John Stone

Sean Mitchell

TENANT:
Marianne USPR, INC.
As To Tenant

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