

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), when executed by both parties, is effective as of June 1st, 2015 (the "Effective Date") by and between BRUNO MAGLI IP HOLDINGS LP ("Licensor") and [REDACTED] LUXURY RETAIL PARTNERS LLC, a Florida limited liability company having its principal office at 561 Allendale Road, Key Biscayne, Florida ("Licensee").

(A) WHEREAS, Licensor has rights in and to the "Trademark" and the "Trade Name" (each, as hereinafter defined) and has the right to grant licenses to third parties in connection with the manufacture, distribution, sale, advertising and promotion of products bearing the Trademark;

(B) WHEREAS, Licensee acknowledges that the Trademarks have acquired notoriety and goodwill with the general public and desires to obtain the right to use the Trademarks and the Trade Name in connection with the operation of high end retail stores for the sale to consumers of "Licensed Products" (as hereinafter defined) within the "Territory" (as hereinafter defined).

(C) WHEREAS, Licensor is willing to grant to Licensee a license under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and premises contained herein, and other good and valuable consideration, the receipt of which the parties hereby acknowledge, it is hereby agreed to as follows:

ARTICLE I – DEFINITIONS AND BASIC TERMS

1.

(a) Trademark and Trade Name	"BRUNO MAGLI" in the forms set forth in Exhibit A which depictions may be revised from time to time by Licensor in its sole and absolute discretion.
(b) Licensee Contact info	CONTACT: LUXURY RETAIL PARTNERS, LLC 561 Allendale Road, Key Biscayne, Florida
(c) Licensed Products	Footwear; and All other products which are manufactured by Licensor's "Third Party Licensees" (as hereinafter defined); and Certain other products as may be authorized by Licensor in its sole and absolute discretion on a case by case basis.
(d) Territory	The United States of America, including all U.S. Territories, subject to the restrictions and limitations set forth in Section 2.1(f).
(e) Initial Term	The Initial Term is for a period of four years and 7 months, commencing on the Effective Date and expiring on December 31, 2019 as follows: Contract Year 1: Effective Date through 12/31/16 Contract Year 2: 1/1/17 – 12/31/17