

Orlando Square Shopping Center
Orlando, FL

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

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

Revised 10/20/04 (S)

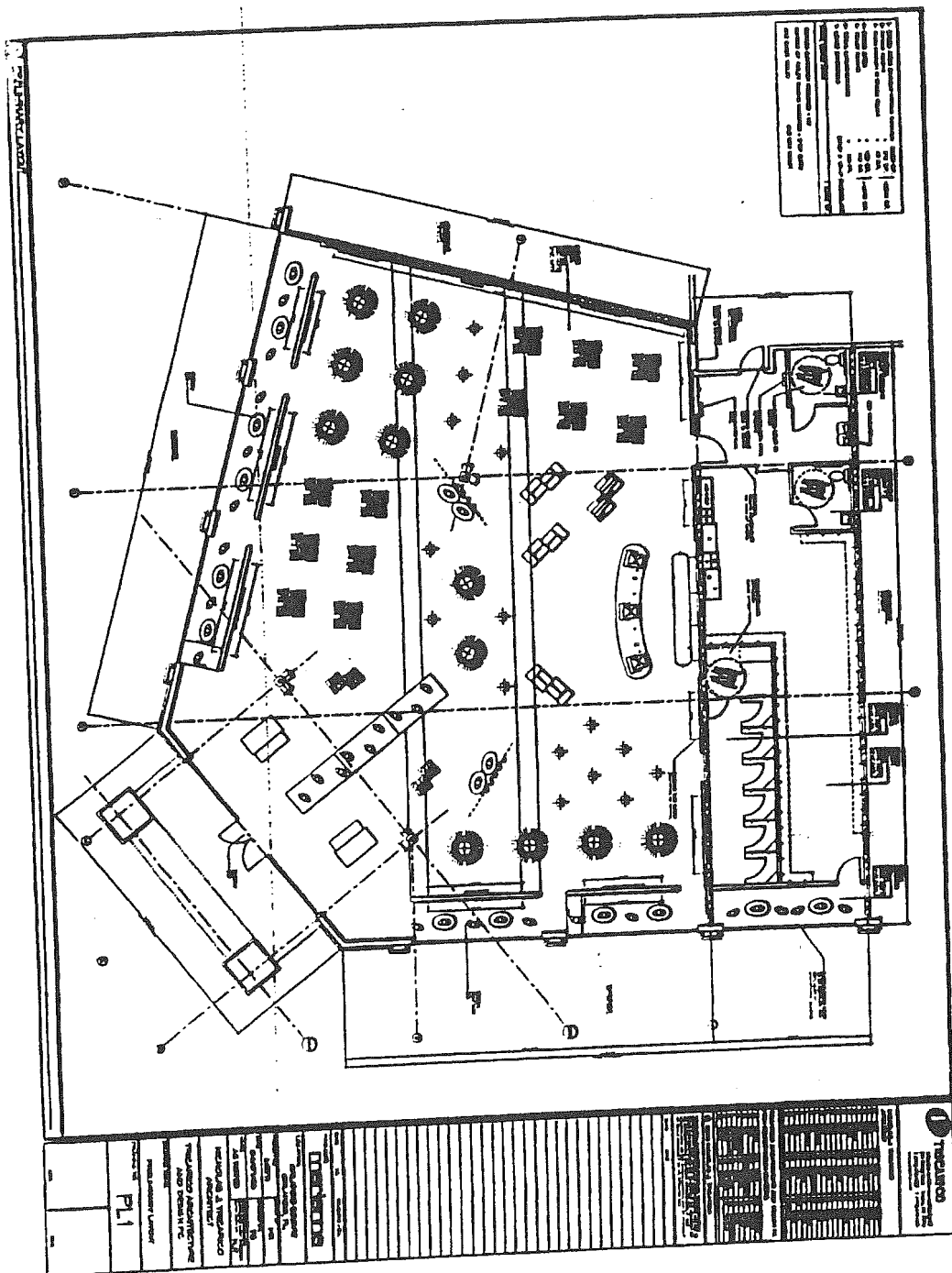
Initials:

1212451.01

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

LANDLORD'S WORK

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

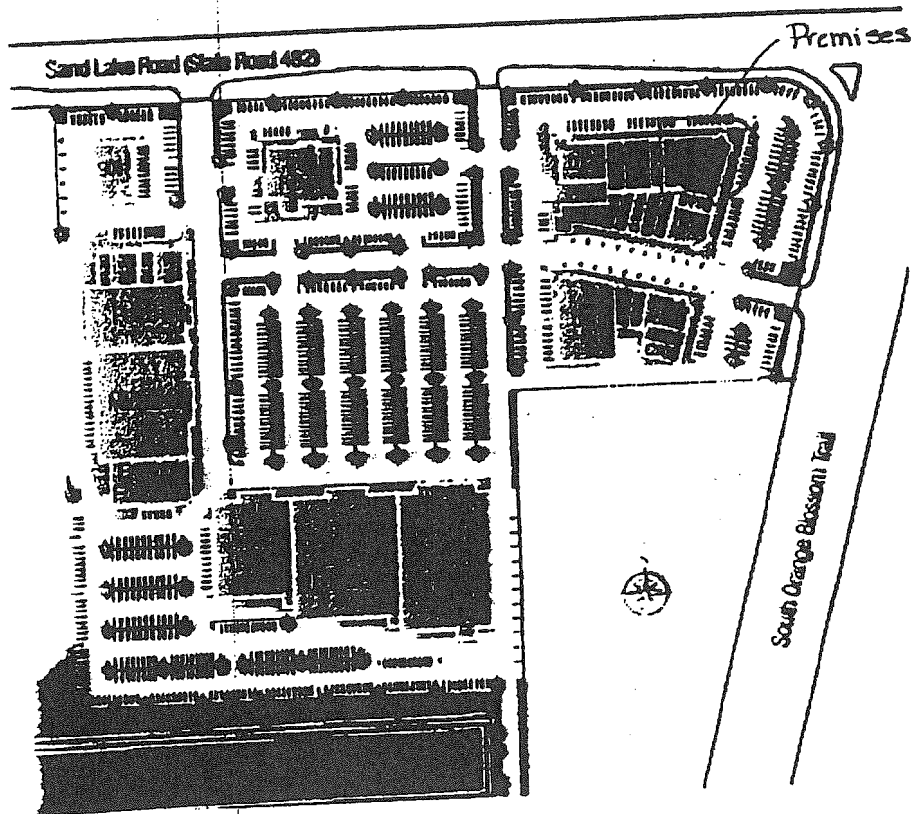


"Exhibit C-2"

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

SITE PLAN

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



**EXHIBIT D TO LEASE AGREEMENT BETWEEN
SAND LAKE OIL, L.L.C. AS LANDLORD AND
URBAN BRANDS, INC. AS TENANT**

SIGN CRITERIA

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

1. Detailed drawings for all new signs to be built and installed by Tenant and alterations to existing building signs must be submitted to Landlord for approval prior to installation. The drawings shall indicate the location, size, layout, design, wording and color of the proposed sign as it would look on the storefront, including all lettering and graphics. The Tenant shall submit samples of sign materials if required by Landlord. Landlord may withhold its approval of the proposed sign(s) in Landlord's discretion. Tenant will obtain all applicable permits and construct and install the sign at Tenant's expense, including the removal of any existing sign. Tenant will provide Landlord with the name of the sign installer and a copy of a certificate of insurance covering the installer's work on the property in amounts satisfactory to Landlord.
2. Tenant is responsible for ensuring that all sign installation and sign factors comply with local building codes and is further responsible for the work performed by its sign contractor, including the sealing in a watertight manner of any building or facade penetrations. Care should be taken to prevent damage or stress cracks to the facade during sign installation. Tenant's sign contractor shall be responsible for making the electrical connection for the sign and coordinating connection with Tenant's licensed electrical contractor.
3. Landlord reserves the right to make exceptions to these requirements for "anchor" or "Molex" tenants. Franchises or corporate signs not conforming to these criteria must be submitted to Landlord and will be reviewed for approval on a case-by-case basis.
4. Tenant agrees to maintain signs at all times in good condition and repair including but not limited to peeling paint, faded lettering/graphics, burned out bulbs and/or balloons. Upon vacating the Leased Premises, Tenant shall remove the sign and restore the facade to its original condition at its own expense and to the satisfaction and approval of Landlord.
5. Unauthorized signs will be removed by Landlord without notice. Landlord reserves the right to change Landlord's sign criteria so long as the new sign criteria is uniformly enforced by Landlord.
6. To the extent canopy signage exists, such signs are subject to the same conditions outlined above, including the requirement of Landlord's prior written approval. Canopy signs are to be designed similar and harmonious to existing canopy signage.

LETTERS ARE PRE-MOUNTED TO THEIR BASE.

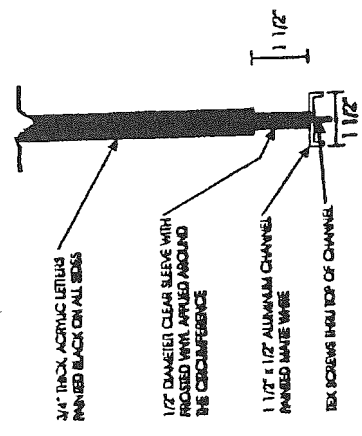
NON-ILLUMINATED LETTERS - ELEVATION
Scale: 1/2" = 1'-0"

15' - 3 3/8"

marianne sizes 4-24

MEDALLION PAINTED BLACK WITH
WHITE OUTLINE AND COPY

NON-ILLUMINATED LETTERS - SECTION
Scale: N.T.S.



Ruggles SIGN COMPANY	288 Central Drive, Nashville, TN 37204 PH: 615-254-1191 FAX: 615-254-1191 WWW.RUGGLESIGN.COM		Client: THE LETTERS	ACCOUNT NO.
	Date: 04/03/05 Rep: SCOTT CAMERON		Location:	Drawn BY: JMAE

"Exhibit D"

**EXHIBIT E TO LEASE AGREEMENT BETWEEN
SAND LAKE OY, L.L.C. AS LANDLORD AND
URBAN BRANDS, INC. AS TENANT**

**EXISTING EXCLUSIVE USES AND PROHIBITED AND/OR
RESTRICTED USES FOR ORLANDO SQUARE**

Barista: Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center, Landlord shall not lease any other space in the Shopping Center to a tenant whose primary use is the sale of branded gourmet coffee and tea (i.e., Starbucks, Caribou, etc.), provided, however, other tenants of the Shopping Center may sell branded gourmet coffee and tea as an incidental part of their business.

Chinola Mexican Grill: Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center, Landlord shall not lease any other space in the Shopping Center to a tenant whose Primary Use (as defined herein) is the sale of burritos, Mexican cuisine, (tacos or tamales). "Primary Use" for purposes herein shall mean greater than 10% of the Gross Sales (as hereinafter defined).

Cingular: Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tenants of the Shopping Center as of the date hereof, Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Shopping Center, including any expansion of the Shopping Center, whose primary use is the retail sale and service of wireless telecommunications equipment and services.

Cold Stone Creamery: Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center as of the date hereof, Landlord shall not lease space in the Shopping Center to the following companies or tenants: Maggie Moo's Dairy Queen, Nerds Tollhouse, Ben & Jerry's, Hansen Dairy, Carvel, Baskin Robbins, Breyers, Marble Slab Creamery or any other similar competitor.

Cost Plus, Inc. ("Cost Plus"): Landlord agrees that subject to the provisions of the final sentence hereof, Landlord shall not permit any assignee or subtenant of an Anchor Tenant or Replacement Anchor Tenant to be primarily engaged in Tenant's Primary Use. For purposes of this Lease, "Tenant's Primary Use" shall be defined as the operation of a store primarily engaged in the sale of wicker and rattan furniture, homebased gourmet foods (excluding a grocery store) and hair/hairstyle for off-premise consumption (excluding a grocery, drug or convenience store). (If Tenant discontinues its use of the Premises for off-premise consumption for a period in excess of one hundred eighty (180) consecutive days, excluding reasonable closures for operations of business due to casualty, condemnation, remodeling, restoration or Force Majeure, then Tenant's Primary Use shall be deemed discontinued and of no force and effect.

In addition, Landlord shall not permit any assignee or subtenant of a non-Anchor tenant to display for sale or to sell, other than on an incidental basis, the sale of wicker and rattan furniture, homebased gourmet foods (excluding a grocery store) and hair/hairstyle for off-premise consumption (excluding a grocery, drug or convenience store). For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Shopping Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales.

All capitalized terms shall have the meaning given in the Cost Plus Lease.

Doc Cher's: Subject to the rights of existing tenants of the Shopping Center as of the date hereof, as long as Tenant is operating a Doc Cher's restaurant (or a restaurant under a different trade name serving primarily Asian cuisine at the location), Landlord shall not lease or sell space within the Shopping Center for or otherwise permit the operation of a restaurant which specializes in Asian cuisine. For purposes hereof, "specializing in Asian cuisine" shall be deemed to mean a restaurant offering 70% or more of its menu items as Asian cuisine and "Asian cuisine" shall mean the traditional cuisines of China, Japan, Korea, Vietnam, Thailand, Indonesia and India, including, but not limited to, sushi, some bowls, Asian flavored salads, noodle bowls, rice plates, curries and dim sum. Landlord shall include in all other leases or conveyances regarding the Shopping Center an express restriction prohibiting other tenants from operating in Tenant's exclusive use.

F.B. GAMES: Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tenants of the Shopping Center as of the date hereof, Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Shopping Center, including any expansion of the Shopping Center, for the sale of video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, computer related hardware and software, and/or the sale, resale, trading-in and renting of video games and personal computer games (the foregoing and any other such similar and related items and technological evolutions thereof are hereinafter referred to as the "Exclusive Items"). Notwithstanding anything contained herein to the contrary, the foregoing shall not be construed to prohibit (a) any existing tenant within the Shopping Center as of the date hereof from selling the Exclusive Items or (b) any tenant from selling the Exclusive Items if (i) no more than twenty percent (20%) of the selling floor area of such tenant's space is devoted to the sale of the Exclusive Items, and (ii) the gross sales by such tenant of the Exclusive Items does not exceed twenty percent (20%) of the gross sales generated from such tenant space. Notwithstanding the above, the restriction shall not apply to any tenant greater than 4000 square feet.

Famous Footwear: Landlord covenants, warrants and agrees that it has not and shall not, throughout the term hereof (except as noted below) lease space in the Shopping Center to another tenant that devotes more than fifteen percent (15%) of its gross leasable area to the sale of shoes or other footwear, nor shall Landlord (except as noted below) permit any tenant or occupant of the Shopping Center to use more than fifteen percent (15%) of its gross leasable area for the sale of shoes or other footwear ("Exclusive Use").

This Section shall not apply to Preview Shoes or one other store that sells unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3,500) square feet. Furthermore, this Section shall not apply to those

spaces designated as Anchors "A", "B", "C", "E" and "F" on Exhibit A to the Lease, provided that the tenant or occupants of such spaces have the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their lease, operating agreements or other similar documents nor in their covenants or subtenant, provided that such agreement or sublet does not require Landlord's consent and further provided that such agreement or subtenant has the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their lease. However, this Section shall apply to those spaces designated as Anchors "A", "B", "C", "E" and "F" on Exhibit A to the Lease in the event that Landlord leases or sells such space for the initial operation for the Exclusive Use after the expiration or earlier termination of the existing lease for such space. In addition, this Section shall not apply to large format merchant goods stores or to a discount junior department store, including without limitation, Home Depot for Less, SteinMart, T.J. Maxx, Marshall's, Nordstrom Rack, Kohl's and Best's or another similar store.

Finally, except if due to remodeling, which may include remodeling in connection with an enlargement or addition otherwise permitted hereunder (not to exceed one hundred eighty (180) days), casualty, condemnation, or force majeure in the event that Tenant does not open within sixty (60) days of the Commencement Date, or ceases operation for the Exclusive Use for more than ninety (90) consecutive days, then this Section shall become null and void.

All capitalized terms shall have the meaning given in the Famous Footwear lease.

Firehouse Subs. Notwithstanding anything contained herein to the contrary, subject to the rights of existing tenants of the Shopping Center, Landlord shall not lease any other space in "Building B" as shown on the site plan attached hereto as Exhibit A for the operation of a submerging sandwich shop.

Fix-N-More. Landlord agrees that if Landlord hereafter enters into another lease agreement which expressly permits a tenant to open within the Shopping Center during the Lease Term whose business is the operation of a jewelry repair business (such business hereinafter referred to as a "Competing Business"). The provisions of this paragraph shall not apply to (a) the operation of a business which is owned in whole or in part by, or operated by, Tenant or by any licensee, franchisee, assignee, sublessee or affiliate of Tenant, or by any entity related in any other manner to Tenant or to any licensee, franchisee, assignee, sublessee or affiliate of Tenant; (b) the operation of a business resulting from an order or other action of a bankruptcy court; (c) the operation of a retail jewelry store; (d) the operation of any tenant occupying at least 10,000 square feet of floor area in the Shopping Center; nor (e) any Competing Business which is permitted in the Shopping Center under the terms of a lease agreement entered into prior to the date of this Lease or to the renewal, relocation, or term extension of such agreement.

LNT, Inc. ("Linen 'N' Things")

(a) Landlord agrees that subject to the provisions of subsection (b) below in this Section, Landlord shall not permit any assignee or subtenant of a Key Tenant (or Subtenant) to be primarily engaged in Tenant's Primary Use.

(b) If Tenant discontinues its use of the Premises for "Tenant's Primary Use" as set forth below for a period in excess of one hundred eighty (180) consecutive days, excluding reasonable closures for reasons of business due to casualty, condemnation, remodeling, restoration or force majeure, then Tenant's Primary Use shall be deemed discontinued and of no force and effect.

For purposes of this Lease, "Tenant's Primary Use" shall be defined as the operation of a home furnishings store which shall be defined as a store selling an assortment of home related merchandise including linens and domestics, bathroom items and housewares. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in Tenant's Primary Use: the retailers commonly known as Bed, Bath & Beyond and Home Goods.

In addition, Landlord shall not permit any assignee or subtenant of a non-Anchor premises to display for sale or to sell other than on an incidental basis, an assortment of home related merchandise including linens and domestics, bathroom items and housewares. For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Shopping Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales.

All capitalized terms shall have the meaning given in the Linen 'N' Things lease.

Michael's Stores, Inc.: Neither Landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Shopping Center or any property contiguous to the Shopping Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, in any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (except apparel), scrapbooking/memory book store, or a store selling scrapbooks/memory book supplies, accessories and/or decorations or other papercrafting (e.g., making greeting cards, gift bags, tags and other related or similar items), supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to Tenant in operation or merchandising. The foregoing section shall not apply

(i) to any leases for which the sale of a product covered by the exclusive contained above is merely incidental to such lease's primary use, so long as such lease does not devote more than five hundred (500) Leasable Square Feet in the aggregate to the sale of the products covered by this exclusive (that this subpart (i) shall not apply to picture framing services); and it being the intention that no other occupant of the Shopping Center shall be permitted to offer picture framing services; and

(ii) to Home Depot for Less, Linen 'N' Things, Cost Plus, Price or any initial occupant of the Anchor Premises provided such initial occupant(s) is/are one of the following listed retailers: Home Goods, Barnes and Noble/Barnes/Books

a Million Sports Authority, T.J. Maxx/Marshall's, Realis, Office Depot/Office Max/Stratco, Corral USA, Best Buy/Circuit City, Fresh Market/Whole Foods, Pier 1 Imports, and Organized Living/Container Store.

Notwithstanding anything to the contrary stated above, provided Tenant has not ceased to operate an arts and crafts store in the Premises for more than one hundred eighty (180) consecutive days (excluding reasonable closures or cessation of business due to casualty, condemnation, restoration, remodeling, alterations or Uncontrollable Events), no assignment, subletting or transfer of the premises of an Initial Anchor Tenant shall result in such assignment or sublease or transfer or in ceasing to be a store primarily for the sale of arts and crafts, framing services and artificial flowers and/or plants or in performing any custom framing services. In addition, should the lease or occupancy agreement with an Initial Anchor Tenant of the Shopping Center be terminated by Landlord or expire on its own terms, Landlord shall sublet the replacement tenant or occupant of such premises to Tenant's exclusive stated in the first sentence of the first paragraph.

All capitalized terms shall have the meaning given in the Michael's lease.

Price Anchor Supplies, Inc.: Landlord represents and warrants that Tenant shall have the exclusive right to sell not food, not supplies, live animals, not grooming, not training, and veterinary services in the Shopping Center except for the incidental sales and except for the Anchor Tenant premises as defined below and except for the sale of such items by a drug store of 12,000 square feet or more or veterinary store of fifteen thousand (15,000) square feet or more. This covenant shall run with the land on which the Shopping Center is located so long as the Premises are used as a not food and supply store. Incidental sales shall mean the sale or display of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area.

Notwithstanding the foregoing, the Anchor Tenant or Replacement Anchor Tenant premises shall not be subject to the above exclusives. However, Landlord agrees that subject to the provisions of the next paragraph hereof, Landlord shall not permit any assignment or subtenant of an Anchor Tenant, nor shall it allow any Replacement Anchor Tenant except for an Initial Replacement Anchor Tenant to be primarily engaged in Tenant's Primary Use, except for Ross and its subsidiaries and/or ventures which are not subject to Tenant's exclusives.

If Tenant discontinues its use of the Premises for "Tenant's Primary Use" as set forth below for a period in excess of one hundred eighty (180) consecutive days, excluding reasonable closures for cessation of business due to casualty, condemnation, remodeling, restoration or force majeure, then Tenant's Primary use shall be deemed discontinued and of no further force and effect.

For the purposes hereof, "Tenant's Primary Use" shall be defined as the operation of a not supply store, which shall be defined as a store selling not food, not supplies, live animals, not grooming, not training and veterinary services.

All capitalized terms shall have the meaning given in the Price lease.

Planet Smoothies: So long as Tenant is operating for the use set forth in Section 10 hereof, Landlord shall not lease other space in the Shopping Center to a tenant or occupant of the Shopping Center whose primary use is further smoothies (the "Exclusive Use"). For purposes hereof, "primary use" shall mean any tenant that achieves 30% or more of its Gross Sales from the sale of smoothies. This Exclusive Use shall not apply to current tenants/occupants of the Shopping Center, except that if Landlord has a right to purchase any sublease, assignment or change in use for such tenants/occupants, Landlord will withhold consent for any change in use or assignment/subletting/transfer for the Exclusive Use.

Ross Florida Dress for Less, L.C. ("Ross"): No occupant or tenant of the Shopping Center, except a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged in Tenant's Primary Use. No assignment or subtenant of a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged for Tenant's Primary Use.

Tenant's Primary Use shall be defined as the operation of an Off-Price department store selling an assortment of merchandise at prices reduced from those typically charged by full-price retailers. By way of example and for illustration purposes only, the following retailers are examples of retail stores primarily engaged in the operation of an Off-Price department store: T.J. Maxx and Marshall's.

Tenant's Primary Use shall be deemed discontinued and of no force and effect if Tenant discontinues operation of its Primary Use for a period in excess of one hundred eighty (180) consecutive calendar days, excluding closures for cessation of business due to casualty, a taking, remodeling, reconstruction or Force Majeure.

All capitalized terms shall have the meaning given in the Ross lease.

Saucy Beller Provided: (1) Tenant shall be continuously operating its business in the Leased Premises, and (2) Tenant is not in default hereunder, beyond 15 a quick-serve casual restaurant serving primarily Italian food, and (3) Tenant is not in default hereunder, beyond applicable grace or notice and cure periods, if any. Landlord agrees that if Landlord hereafter enters into another lease agreement which expressly permits a tenant to open within the Shopping Center during the Lease Term whose business is the operation of a quick-serve casual restaurant serving primarily Italian food, with dine-in and take-out service or Tenant shall have certain remedies as provided in the Lease.

Supervisors: Notwithstanding anything contained in the Lease to the contrary, subject to the rights of all existing tenants of the Shopping Center as of the date hereof, Landlord agrees not to enter into any new lease with any value oriented hair service tenant (such as Hair Cuttery, Great Clips, Haircolor Krewes, Exuberant Salons or Sports Clips) for any other space in the Shopping Center, provided, however, the foregoing shall not restrict, prohibit or prevent Landlord from leasing space within the Shopping Center to a full service hair salon or day spa type tenant.

PROHIBITED AND/OR RESTRICTED USES FOR ORLANDO SQUARE

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

1. Funeral establishments
2. Automobile sale, leasing or repair facility or used car lot, including body repair facilities (except that a storefront temporary car rental company, including, without limitation a Hertz, Avis or Enterprise facility shall be permitted in Phase II of the Shopping Center provided that no more than fifteen (15) rental cars are stored in Phase II of the Shopping Center)
3. Auction or bankruptcy sales
4. Pawn shops
5. Outdoor circus, carnival (or carnival like show), rides or amusement park or other entertainment facility (except that a children's entertainment facility like a Chuckie Cheese shall be permitted within Phase II of the Shopping Center)
6. Outdoor markets or outdoor shows (except that the occupants of Anchors A-F shall be permitted to use the sidewalk areas immediately in front of their respective premises provided that pedestrian access (including handicapped access) is not impeded and at least 1/2 of the depth of such sidewalk is available for pedestrian access; such events shall not last for more than seven (7) days per sidewalk sale and such occupants shall also be permitted to display merchandise on the sidewalk immediately adjacent to the entrance to their premises provided that such area does not extend to more than 1/2 of the depth of the sidewalk; such occupants shall be responsible for removing any trash generated by such sidewalk sales and displays)
7. Bowling alleys
8. Pool or billiard parlor establishments
9. Shooting galleries
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited)
11. Refinery
12. Adult bookstores or adult audio/visual stores or facility selling or displaying adult products, pornographic books, literature or materials (an item shall be considered "adult" or "pornographic" for such purposes if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality, and a store shall be deemed to violate the foregoing if more than ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in Florida because such inventory explicitly deals with or depicts human sexuality)
13. Any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms
14. Theaters
15. Auditorium, meeting hall, ballroom, school, church or other place of public assembly
16. Unemployment agency, service or commission
17. Gymnasium, health club, exercise or dance studio or dance hall (except that a day spa use not exceeding 5,000 square feet may be permitted in Phase II of the Shopping Center)
18. Massage parlors
19. Cocktail lounges (unless incidental to a restaurant otherwise permitted herein), bar, disco or night clubs
20. Bingo or similar games of chance, but state sponsored lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business
21. Video game, arcade, pinball or amusement arcade or electronic game rooms (except as an incidental part of another primary business otherwise permitted herein)
22. Skating or roller rinks
23. Car wash in Phase I of the Shopping Center
24. Second hand store, auction house or flea markets
25. Restaurant within Phase I of the Shopping Center except that a cafe or coffee bar or other limited service/self service restaurant shall be permitted in Phase I (provided such use is not located in the premises identified as Anchors A-F on the Site Plan unless such use is incidental to the primary use of such premises, including,

without limitation, a coffee bar operated by a book store) and except that a full service restaurant shall be permitted in the premises designated "Rest. 1" on the Site Plan.

26. Office or non-retail use (which shall not prohibit in the Shopping Center (I) uses commonly referred to as "on-site retail", "service retail" or "retail offices" such as a travel agency, real estate office, insurance agency, accounting service, insurance brokerage, stock brokerage, financial services, dentists, orthodontists, chiropractors, etc., so long as same are not located within the premises identified on the Site Plan as Anchors A, B, or C, (II) any office space used by a retailer incidental to its retail operations, (III) a shopping center management office not to exceed 1,500 square feet provided it is not located within the premises identified on the Site Plan as Anchor A - Ph. 1
27. Telemarketing or call centers
28. A "head" shop where store specializing in the sale of drugs paraphernalia
29. An ATM (automatic teller machine) or similar machine dispensing money on the exterior of the building designated as Anchor A and C on the Site Plan (provided, however, that any ATM on the interior of those premises including, without limitation, a free standing ATM unit or at a point of sale system of Anchor A and C, shall be permitted without restriction)
30. For veterinary services or the overnight boarding of animals in the premises designated as Anchor A, C and D on the Site Plan.
31. No "High Intensity Parking Use" (defined as a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of leasable floor area) in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement shall be located within three hundred fifty (350) of the front and side perimeter walls of Anchor B.
32. Automobile and other products shown and
33. Kiosks within Phase I of the Shopping Center.

**EXHIBIT FTD LEASE AGREEMENT BETWEEN
SAND LAKE OIL, LLC AS LANDLORD AND
URBAN BRANDS, INC. AS TENANT**

SHOPPING CENTER RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Leased Premises including loading of goods, shall be made by way of the rear of the Leased Premises or at any other secondary location designated by Landlord, in the strictest sense, and only at such time designated for such purposes by Landlord.
2. Tenant shall not use the public or Common Areas in the Shopping Center for business purposes or special events unless prior approval in writing has been granted by Landlord.
3. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.
4. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require, but no less often than once annually.
5. Tenant shall not place or permit (a) displays, decorations or shopping carts on the sidewalk in front of the Leased Premises or upon any of the Common Areas of the Shopping Center (b) anything to be displayed, attached, hung from the ceiling, picked, stored, etc., on the sidewalk outside the store unless Tenant obtains Landlord's prior written approval and secures adequate insurance coverage and accepts all liability for the sidewalk outside the store or (c) any bicycles, motorized or non-motorized vehicles to park on the sidewalk and only in designated places in the Common Areas.
6. Soliciting for any reason in Common Areas requires Landlord's prior written approval.
7. Distribution of sales flyers, pamphlets or any type of advertising literature in the Common Areas, on parked cars, etc., by Tenant or anyone acting on behalf of Tenant or with Tenant's knowledge is only permitted with prior written approval of Landlord.
8. Tenant agrees to participate in trash pick-up as directed by Landlord.
9. Unless directly related to business, as stated in the body of the Lease, no animals will be allowed in Common Areas.
10. Damage caused to the roof of the Shopping Center by roof/service personnel contracted by Tenant will be the responsibility of Tenant. All objects left on the roof by Tenant contracted roof/service personnel causing damage to the roof will be the sole responsibility of Tenant.
11. Tenant shall not, without prior written consent of the Landlord, affix or install any type of signposts, lighting, solar screen or similar product in any window or door glass of the Leased Premises.
12. Landlord reserves the right to amend, supplement or change these Rules and Regulations so long as they are uniformly enforced by Landlord.