

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 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.

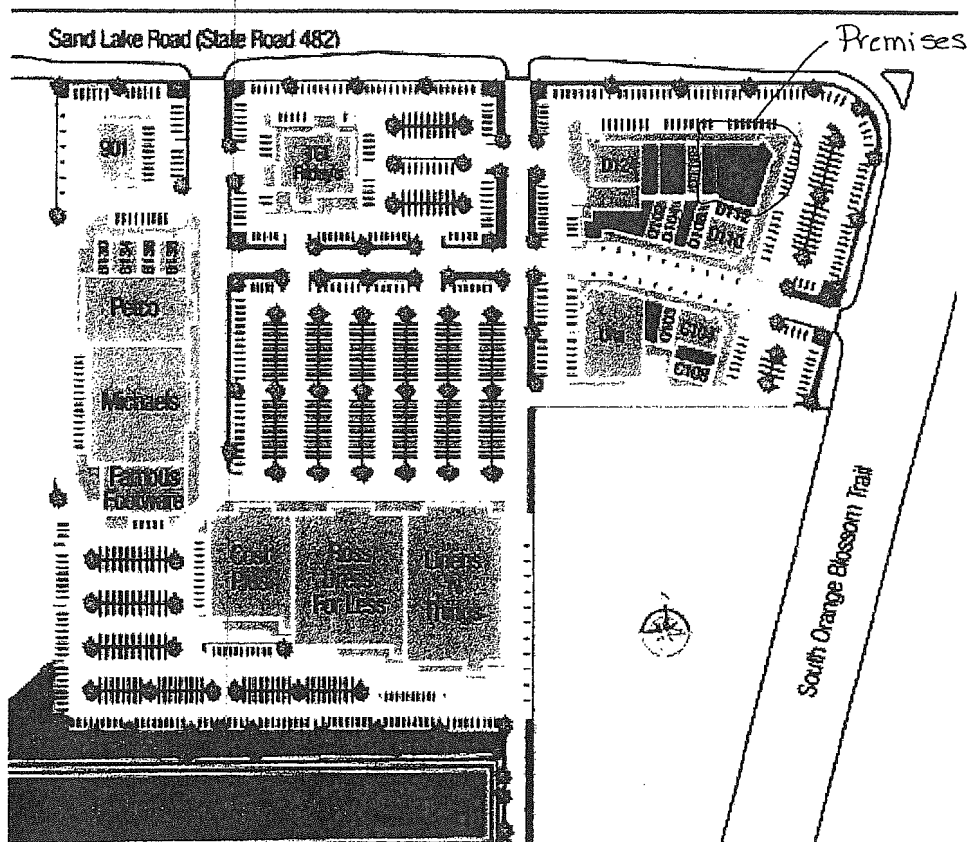


EXHIBIT D TO LEASE AGREEMENT BETWEEN
SAND LAKE OBT, LLC, AS LANDLORD, AND
URBAN BRANDS, INC., AS TENANT

SIGN CRITERIA

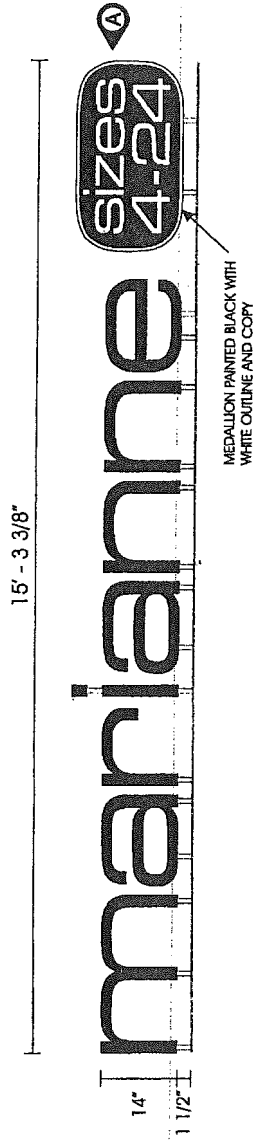
Signs shall be furnished and installed by Tenant in accordance with the following

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 assuring that all sign installation and manufacture complies 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 "Major" tenants. Franchise 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 signage at all times in good condition and repair including but not limited to peeling paint, faded letters/lenses, burned out bulbs and/or ballasts. Upon vacating the Leased Premises, Tenant shall remove the sign and restore the fascia 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.

NON-ILLUMINATED LETTERS - ELEVATION

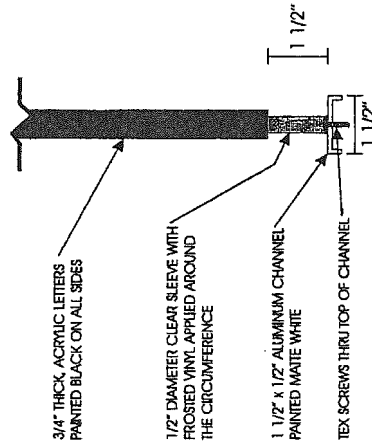
Scale: 1/2" = 1' - 0"

LETTERS ARE PRE-MOUNTED TO THEIR BASE



NON-ILLUMINATED LETTERS - SECTION

Scale: N.T.S.



300 Cranford Drive, Cranford, NJ 07016
Ph: 859-479-1199 Fax 859-479-6683
www.rugglessign.com

Client: marianne
Location:

Date: 04/03/06 Rep: SCOTT CAMBRON

Signature: [Signature]

ACCEPTED BY: J.M.A.E.
DRAWN BY:

"Exhibit D"

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

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

Barnie's: 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.

Chipotle 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 wraps, fajitas or tacos. "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 competitors of Tenant: Maggie Moo's, Dairy Queen, Nestle Tollhouse, Ben & Jerry's, Haagen Dazs, Carvel, Baskin Robbins, Brewsters, 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, prepackaged gourmet foods (excluding a grocery store) and beer/wine for off-premises consumption (excluding a grocery, drug or convenience store). If Tenant discontinues its use of the Premises for "Tenant's Primary Use" as described above for a period in excess of one hundred eighty (180) consecutive days, excluding reasonable closures for cessations 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 premises to display for sale or to sell, other than on an incidental basis, the sale of wicker and rattan furniture, prepackaged gourmet foods (excluding a grocery store) and beer/wine for off-premises consumption (excluding a grocery, drug or convenience store). For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the 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 Chev's: Subject to the rights of existing tenants of the Shopping Center as of the date hereof, so long as Tenant is operating a Doc Chev's restaurant (or a restaurant under a different trade name serving primarily Asian cuisine at the Leased Premises), 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, "specialize in Asian cuisine" shall be deemed to mean any restaurant offering 20% 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, soup 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 engaging in Tenant's exclusive use.

E.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 aggregate sales by such tenant of the Exclusive Items does not exceed twenty percent (20%) of the gross sales generated from such tenant space. Notwithstanding the above, the restriction shall not apply to any tenant greater than 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 Payless Shoes, or one other store that sells unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3,500) square feet. Furthermore, this Section shall not apply to those

spaces designated as Anchors "A", "B", "C", "E" and "F" on Exhibit A to the Lease, provided that the tenants or occupants of such spaces have the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, operating agreements or other similar documents nor to their assignee or subtenant, provided that such assignment or sublet does not require Landlord's consent and further provided that such assignee or subtenant has the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, however, this Section shall apply to those spaces designated as Anchors "A", "B", "C", "E" and "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 leases for such spaces. In addition, this Section shall not apply to large format sporting goods stores or to a discount junior department store, including without limitation, Ross Dress for Less, SteinMart, T.J. Maxx, Marshall's, Nordstrom Rack, Kohl's and Beall's or another similar store.

Finally, except if due to remodeling, which may include remodeling in connection with an assignment or sublease 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 operating 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.

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

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

a Million, Sports Authority, T.J. Maxx/Marshalls, Bealls, Office Depot/Office Max/Stables, CompUSA, 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 cessations 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 assignee or sublessee or transferee engaging in a use primarily for the sale of arts and crafts, framing services and artificial flowers and/or plants or in performing any custom framing services. In addition, should the lease or occupancy agreement with an Initial Anchor Tenant of the Shopping Center be terminated by Landlord or expire on its own terms, Landlord shall subject 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.

Petco Animal Supplies, Inc.: Landlord represents and warrants that Tenant shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet 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 grocery 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 pet 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 exclusive. However, Landlord agrees that subject to the provisions of the next paragraph hereof, Landlord shall not permit any assignee 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 sublessee's and/or assignee's which are not subject to Tenant's exclusive.

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 cessations of business due to casualty, condemnation, remodeling, restoration or force majeure, then Tenant's Primary use shall be deemed discontinued and no further force and effect.

For the purposes hereof, "Tenant's Primary Use" shall be defined as the operation of a pet supply store, which shall be defined as a store selling pet food, pet supplies, live animals, pet grooming, pet training and veterinary services.

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

Planet Smoothie: 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 serving 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. The Exclusive Use shall not apply to current tenants/occupants of the Shopping Center, except that if Landlord has a right to approve any subletting, 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 assignee 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 Bella: Provided (1) Tenant shall be continuously operating its business in the Leased Premises as a quick-serve casual restaurant serving primarily Italian food, and (2) 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.

Supercuts: 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, HaircolorXpress, Fantastic Sams 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.

TGI Friday's: Except as may exist in the Development on the date of this Lease, Landlord shall not permit in the Development after the date of this Lease and prior to the end of the Demised Term: (i) any movie theater, bowling alley, bingo parlor, dance hall, or discotheque; (ii) any "Restricted Restaurant" (as defined below) or bar use (with the exception of the sale of alcoholic beverages when incidental to a use primarily as a restaurant); (iii) "sex," "head" or "paw" shop use or an adults-only bookstore or adults-only video store; or (iv) within three hundred (300) feet of the Demised Premises any health club, spa or any use which would cause the overall parking ratio for the Development to be less than 4.0 parking spaces per 1,000 square feet of gross leasable area; (v) any use that is inconsistent with the customary character of a first-class shopping center in the Orlando, Florida area. The term "Restricted Restaurant" shall mean any other full-service restaurant (a restaurant offering liquor and wait service) that serves a varied American cuisine or is considered to be a casual steakhouse, including by way of example, but not limitation, any Bennigan's, Chilis, Houstons, Champs, Red Robin, Ground Round, Logan's Roadhouse, Steak & Ale, Texas Roadhouse, Outback Steakhouse, Longhorn Steakhouse, Lone Star Steakhouse, Houlihan's, Max & Erma's, O'Charley's, Ruby Tuesday or Applebee's restaurant.

The restriction set forth at Section 7.02(iv) above shall not apply to so-called "day-spa/salon" uses defined as businesses providing hair, nails, pedicures, waxing, facials, massage, tanning treatments and other related services found in typical day-spas/salons throughout the country and such "day-spa/salon" uses are expressly permitted, provided no more than 5,000 square feet of gross leasable area within the Shopping Center, in the aggregate, but excluding any square footage leased for such use as of the date of this Lease, are occupied and used for such day-spa/salon purposes.

ULTA: As used in the Lease, the term "Tenant's Primary Business" shall mean (i) the retail sale of cosmetics, fragrances, hair care products such as shampoos, conditioners, gels, accessories, personal care appliances, other health and beauty aid items including feminine hygiene products, men's toiletries, analgesics, skin care products, body care products, deodorants, oral hygiene products, eye care products, and other health and beauty products sold in a majority of Tenant's stores; (ii) the operation of a full service hair salon; (iii) the operation of a nail salon; (iv) the operation of a professional day spa; and (v) the sale or providing of similar or related goods and services (including, without limitation, hosiery, costume jewelry, sunglasses and greeting cards) sold in a majority of Tenant's stores located in Florida. From and after the date hereof and continuing throughout the Term of this Lease, so long as a store primarily engaged in the sale of beauty products has not ceased to be operating in the Premises for a continuous period in excess of six (6) months (excepting any temporary closing of the store due to force majeure, remodeling, restoration or a permitted assignment or sublease), Landlord covenants and agrees that, except for "Incidental Sales" (as hereinafter defined), no other premises within the Shopping Center (or any expansion thereof) shall be engaged in the retail sale of beauty products (including, without limitation, cosmetics, fragrances, professional hair care products, skin care products, and body care products) or as a hair salon, beauty salon or nail salon. As used herein, "Incidental Sales" shall mean the sale or display of such items or services in the lesser of (i) 1,000 square feet (inclusive of aisle space) of Gross Floor Area, or (ii) 10% of the Gross Floor Area of the store in question.

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

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

Washington Mutual: Landlord covenants and agrees that, for the Initial Term of this Lease and through any Renewal Periods, while Tenant is open and operating as a retail bank facility in the Premises (and for any period Tenant is not open due to an event of force majeure, casualty or condemnation and for a period not exceeding 180 days relating to a closure due to remodeling of the Premises) substantially similar to all other retail bank facilities operated by Tenant or its affiliates and not in default of any provisions herein beyond any applicable notice or cure periods, except as provided herein, Tenant shall be the only full-service bank branch or savings institution in the Shopping Center.

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 establishment;
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 sale;
4. Pawn shop;
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 Chucky Cheese shall be permitted within Phase II of the Shopping Center);
6. Outdoor meetings or outdoor shows (except that the occupants of Anchors A-F shall be permitted to use the sidewalk areas immediately in front of their respective premises provided that pedestrian access (including handicapped access) is not impaired and at least 1/2 of the depth of such sidewalks is available for pedestrian access, such events shall not last for more than seven (7) days per sidewalk sale and such occupants shall also be permitted to display merchandise on the sidewalk immediately adjacent to the entrance to their premises provided that such area does not extend to more than 1/2 of the depth of the sidewalk; such occupants shall be responsible for removing any trash generated by such sidewalk sales and displays);
7. Bowling alley;
8. Pool or billiard parlor establishment;
9. Shooting gallery;
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. Refinery;
12. Adult bookstore or adult audio/video store or facility selling or displaying adult products, pornographic books, literature or materials (an item shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality, and a store shall be deemed to violate the foregoing if more than ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in Florida because such inventory explicitly deals with or depicts human sexuality);
13. Any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;
14. Theater;
15. Auditorium, meeting hall, ballroom, school church or other place of public assembly;
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio or dance hall (except that a day spa use not exceeding 5,000 square feet may be permitted in Phase II of the Shopping Center);
18. Massage parlor;
19. Cocktail lounge (unless incidental to a restaurant otherwise permitted herein), bar, disco or night club;
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 room (except as an incidental part of another primary business otherwise permitted herein);
22. Skating or roller rink;
23. Car wash in Phase I of the Shopping Center;
24. Second hand store, auction house, or flea market;
25. Restaurant within Phase I of the Shopping Center except that a café or coffee bar or other limited service/self service restaurant shall be permitted in Phase I (provided such use is not located in the premises identified as Anchors A-F on the Site Plan unless such use is incidental to the primary use of such premises, including,

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

26. Office or non-retail use (which shall not prohibit in the Shopping Center: (i) uses commonly referred to as "quasi-retail", "service retail" or "retail offices" such as a travel agency, real estate office, insurance agency, accounting service, insurance brokerage, stock brokerage, financial services, dentists, orthodontists, chiropractors, etc., so long as same are not located within the premises identified on the Site Plan as Anchors A - F, (ii) any office space used by a retailer incidental to its retail operations, (iii) a shopping center management office not to exceed 1,500 square feet provided it is not located within the premises identified on the Site Plan as Anchors A - F):
27. Telemarketing or call center;
28. A "head" shop store or store specializing in the sale of drug paraphernalia;
29. An ATM (automatic teller machine) or similar machine dispensing money on the exterior of the buildings designated as Anchors A and C on the Site Plan (provided, however, that any ATM on the interior of those premises, including, without limitation, a free standing ATM unit or at a point of sale system of Anchors A and C, shall be permitted without restriction);
30. For veterinary services or the overnight boarding of animals in the premises designated as Anchors A, C and D on the Site Plan;
31. No "High Intensity Parking User" (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 shows; and
33. Kiosks within Phase I of the Shopping Center.

EXHIBIT F TO LEASE AGREEMENT BETWEEN
SAND LAKE OBT, 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, to the extent one exists, and only at such time designated for such purpose 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, stacked, hung from the ceiling, racked, stored, etc., on the sidewalks outside the shops unless Tenant obtains Landlord's prior written approval and acquires adequate insurance coverage and accepts all liability for the sidewalk outside the shops; or (c) any bicycles, motorized or non-motorized vehicles to park on the sidewalks 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 fliers, 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 repair/service personnel contracted by Tenant will be the responsibility of Tenant. All objects left on the roof by Tenant contracted repair/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 sunscreen, tinting, solar screen or similar product to any window or door glass of the Leased Premises.
12. Landlord reserves the right to suspend, supplement, or change these Rules and Regulations so long as they are uniformly enforced by Landlord.

GUARANTY OF LEASE AGREEMENT

THIS GUARANTY OF LEASE AGREEMENT ("Guaranty") is made and entered into this 19th day of June, 2006 by URBAN BRANDS, INC., having a business address at Attn: Corporate Real Estate Dept., 100 Metro Way, Secaucus, New Jersey 07094 ("Guarantors"), in favor of Sand Lake OBT, LLC, a Florida limited liability company ("Landlord").

WITNESSETH:

WHEREAS, MARIANNE USPR, INC. ("Tenant"), and Landlord entered into a Shopping Center Lease Agreement dated June 19, 2006 ("Lease"), with respect to the premises known as Store No. D116-D114, totaling 6,680 square feet, having an address of 1700 W. Sand Lake Rd in the shopping center located in Orlando, Florida, commonly known as the Orlando Square Shopping Center (collectively the "Lease"); and

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

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

1. The undersigned hereby guarantees to the Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Leased Premises, the due and timely payment of all rent payable under the Lease, and each and every installment thereof, as well as the full, faithful, timely and complete performance by the Tenant of each and all of the covenants, conditions and provisions in the Lease contained on the part of the Tenant therein to be kept, observed and performed, for the full term of the Lease and any extension or modification thereof, with no less force and effect than if the undersigned were named as the Tenant in the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including actual attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. This Guaranty and the liability of the undersigned shall be absolute, continuing and unlimited, and shall in no way be impaired or affected by any assignment which may be made of the Lease, or any subletting hereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by the Tenant. The obligations of the undersigned hereunder are independent of, and may exceed, the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.
2. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant including, but not limited to, any release or discharge pursuant to any reorganization, readjustment, insolvency, receivership or bankruptcy proceedings. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the Landlord.
3. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, her heirs, executors, administrators, and assigns, and shall inure to the benefit of the Landlord, its successors and assigns, and to any future owner of the fee of the Leased Premises referred to in the Lease, and to any mortgagee on the fee interest of the Landlord in the Leased Premises. Landlord may, without notice, assign the Lease or this Guaranty in whole or in part, and the undersigned agrees that no modification of the terms of the Lease shall in anyway impair or affect the undersigned's obligations hereunder.
4. If either party hereto brings any action to enforce rights under this Guaranty, whether judicial, administrative or otherwise, the prevailing party in that action shall be entitled to recover from the losing party all fees and court costs incurred, including reasonable attorneys' fees, whether such costs and fees are incurred out of court, at trial, on appeal, or in any bankruptcy proceeding. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.
5. If any term or provision of this Guaranty, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by applicable law. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Guaranty or lessen the obligations of the Guarantor(s) hereunder.

6. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THIS GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty on this 19th day of June, 2006.

GUARANTOR(S):

Maldonado
URBAN BRANDS, INC.

Tax ID No./SSN: SI - 0373678

STATE OF New York)
COUNTY OF Kings) SS

I, the undersigned, a Notary Public, do hereby certify that Michael A. Beate, personally known to me to be the Vice President of Urban Brands, Inc. a(n) Delaware corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged the he signed and delivered the said instrument as such Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 19th day of June, 2006.

(Notary Seal)

USA Mitchell
Notary Public
Commission No: USA MITCHELL
Expiration Date: Notary Public, State of New York
No. 24-4972504
Qualified in Kings County
Commission Expires October 1, 08

EXHIBIT "E"

EXISTING EXCLUSIVES/RESTRICTED USES

1. **Barnie's.** Landlord shall not lease any other space in the 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 Center may sell branded gourmet coffee and tea as an incidental part of their business.
2. **Camille's.** Landlord shall not lease any other space in the Center to a tenant whose primary use is (i) a bakery cafe similar to and including, without limitation, Panera, Atlanta Bread or Crispers, or (ii) the sale of wrap and/or panini style sandwiches in a quick service style restaurant, provided, however, such exclusion as to wrap style sandwiches shall not apply to burritos or any other traditional Mexican fare and such restriction shall not preclude Landlord from permitting other tenants of the Center to sell wrap sandwiches or panini style sandwiches as an ancillary part of their menus.
3. **Chipotle Mexican Grill.** Landlord shall not lease any other space in the Center to a tenant whose Primary Use is the sale of burritos, Mexican wraps, fajitas or tacos. "Primary Use" for purposes herein shall mean greater than 10% of the Gross Sales (as defined in the Chipotle Mexican Grill lease) of a tenant are generated from such use.
4. **Cingular.** Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Center, including any expansion of the Center, whose primary use is the retail sale and service of wireless telecommunications equipment and services.
5. **Cold Stone Creamery.** Landlord shall not lease space in the Center to the following competitors of Cold Stone Creamery: Maggie Moo's, Dairy Queen, Nestle Tollhouse, Ben & Jerry's, Häagen-Dazs, Carvel, Baskin Robbins, Brewsters, Marble Slab Creamery, or any other similar competitor.
6. **Cost Plus, Inc.** Landlord shall not permit any assignee or subtenant of an Anchor Tenant or Replacement Anchor Tenant to be primarily engaged in Cost Plus Inc.'s Primary Use. "Cost Plus Inc.'s Primary Use" shall be defined as the operation of a store primarily engaged in the sale of wicker and rattan furniture, prepackaged gourmet foods (excluding a grocery store) and beer/wine for off-premises consumption (excluding a grocery, drug or convenience store). In addition, Landlord shall not permit any assignee or subtenant of a non-anchor premises to display for sale or to sell, other than on an incidental basis, the sale of wicker and rattan furniture, prepackaged gourmet foods (excluding a grocery store) and beer/wine for off-premises consumption (excluding a grocery, drug or convenience store. For the purposes hereof, the display for sale or sale of the foregoing items on an incidental basis shall mean that the sale or display of such items is not the primary use of another tenant or occupant in the Center and that the display of such items does not exceed five hundred (500) square feet of floor area or more than five percent (5%) of such tenant's or occupant's gross sales. An "Anchor Tenant" is Linens 'N Things, Ross Dress for Less, Michael's and Petco, and a "Replacement Anchor Tenant" is any national retail tenant operating seventy-five (75) or more stores in the United States or a regional tenant operating thirty (30) or more stores in the United States and initially occupying one or more of the spaces designated on the Site Plan attached to the Cost Plus, Inc. Lease as Anchor A, B, E or F.
7. **EB Games.** Landlord agrees not to enter into any new lease or permit anyone to use or occupy any space in the Center, including any expansion of the Center, 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 Center as of the date of the EB Games lease from selling the Exclusive Items, or (b) any tenant from selling the Exclusive Items if: (i) no more than twenty percent (20%) of the selling floor area of such tenant's space is devoted to the sale of the Exclusive Items, and (ii) the aggregate sales by such tenant of the Exclusive Items does not exceed twenty percent (20%) of the gross sales generated from such tenant space. Notwithstanding the above, the restriction shall not apply to any tenant greater than 4,000 square feet.

8. **Famous Footwear.** Landlord shall not lease space in the Center to another tenant that devotes more than fifteen percent (15%) of its gross leasable area to the sale of shoes or other footwear, nor shall Landlord (except as noted below) permit any tenant or occupant of the Center to use more than fifteen percent (15%) of its gross leasable area for the sale of shoes or other footwear ("Exclusive Use"). This section shall not apply to Payless Shoes, or one other store that sells unbranded shoes, in either event, provided that such store does not exceed three thousand five hundred (3,500) square feet. Furthermore, this section shall not apply to those spaces designated as Anchors "A", "B", "C", "E", and "F" on Exhibit A to the Famous Footwear lease, provided that the tenants or occupants of such spaces have the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, operating agreements or other similar documents nor to their assignee or subtenant, provided that such assignment or sublet does not require Landlord's consent and further provided that such assignee or subtenant has the right to operate in such spaces for the Exclusive Use without Landlord's consent and without modifying their leases, however, this section shall apply to those spaces designated as Anchors "A", "B", "C", "E" and "F" on Exhibit A to the Famous Footwear 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 leases for such spaces. In addition, this section shall not apply to large format sporting goods stores or to a discount junior department store, including, without limitation, Ross Dress for Less, SteinMart, TJ Maxx, Marshall's, Nordstrom Rack, Kohl's and Bealls or another similar store.

9. **Firehouse Subs.** Landlord shall not lease any other space in "Building B" as shown on the site plan attached to the Firehouse Subs' lease as Exhibit A for the operation of a submarine sandwich shop.

10. **LNT, Inc. ("Linens 'N Things").** Landlord shall not permit any assignee or subtenant of a Key Tenant (or Substitute) to be primarily engaged in Tenant's Primary Use. "Tenant's Primary Use" shall be defined as the operation of a home furnishing store, which shall be defined as a store selling an assortment of home related 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 premise 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 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. "Key Tenants" are (i) Ross and (ii) one of Michaels, Cost Plus, or Petco. The following tenants may be substituted for the Key Tenants listed in (i) and (ii) above provided that they occupy at least eighty percent (80%) of the premises to have been occupied by the Key Tenant (and are sometimes hereafter referred to individually as a "Substitute" or collectively as "Substitutes"): A.C. Moore, Barnes and Noble, Borders, Books-A-Million, Sports Authority, Dick's Sporting Goods, REI Sports, TJ Maxx, Marshalls, Nordstrom Rack, SteinMart, Office Depot, Office Max, Staples, CompUSA, Best Buy, Circuit City, Pier 1 Imports, Organized Living, Container Store, Babies R Us, Toys R Us, and

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

11. **Michael's Stores, Inc.** Neither Landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Center or any property contiguous to the Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (except apparel), scrap booking/memory book store, or a store selling scrap bookings/memory book supplies, accessories and/or decorations or other paper crafting (e.g. - making 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 Michael's Stores, Inc. in operation or merchandising. The foregoing section shall not apply:

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

(ii) to Ross Dress for Less, Linens 'N Things, Cost Plus, Petco or any initial occupant of the Anchor Premises; provided such initial occupant(s) is/are one of the following listed retailers: Home Goods, Barnes and Noble, Borders, Books-A-Million, Sports Authority, TJ Maxx, Marshalls, Bealls, Office Depot, Office Max, Staples, CompUSA, Best Buy, Circuit City, Fresh Market, Whole Foods, Pier 1 Imports, Organized Living, and Container Store.

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

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

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

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

13. **Petco Animal Supplies, Inc.** Petco Animal Supplies, Inc. shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet training, and veterinary services in the Center except for the incidental sales and except for the Anchor Tenant premises, as defined below and except for the sale of such items by a drug store of 12,000 square feet or more or grocery store of fifteen thousand (15,000) square feet or more. Incidental sales shall mean the sale or display of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area. Notwithstanding the foregoing, the Anchor Tenant or Replacement Anchor Tenant premises (as defined in Exhibit H of the Petco Animal Supplies, Inc. lease) shall not be subject to the above exclusive. However, Landlord agrees that subject to the provisions of the next paragraph hereof, Landlord shall not permit any assignee 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 sublessee's and/or assignee's which are not subject to Petco Animal Supplies, Inc.'s exclusive. For the purposes hereof, "Tenant's Primary Use" shall be defined as the operation of a pet supply store, which shall be defined as a store selling pet food, pet supplies, live animals, pet grooming, pet training and veterinary services. Landlord agrees not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, unless prevented by the terms of any lease then currently in force and effect, for any competing tenant, subtenant, assignee or user. For purposes hereof, an "Anchor Tenant" is Ross Dress for Less, Linens 'N Things, Cost Plus World Market, Michael's and a "Replacement Anchor Tenant" is any national tenant operating 75 or more stores in the United States or a regional tenant operating 50 or more stores in the United States and initially occupying one or more of the spaces designated on the Site Plan to the Petco Animal Supplies, Inc. lease as Anchor A, B, C, or E.

14. **Planet Smoothie.** Landlord shall not lease other space in the Center to a tenant or occupant of the Center whose primary use is serving 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. The Exclusive Use shall not apply to current tenant/occupants of the Center, except that if Landlord has a right to approve any subletting, 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.

15. **Ross Florida Dress for Less, L.C. ("Ross").** No occupant or tenant of the Center, except a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged in Ross' Primary Use. No assignee or subtenant of a Co-Tenant (or Initial Replacement Anchor Tenant for a Co-Tenant) shall be primarily engaged for Ross' Primary Use. Ross' Primary Use shall be defined as the operation of an Off-Price department store selling an assortment of 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. For purposes of this section, "Co-Tenant" means Michael's, Cost Plus, Linens 'N Things and an "Anchor Tenant" is a national retailer with at least seventy-five (75)

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

16. **Supercuts.** Landlord agrees not to enter into any new lease with any value oriented hair service tenant (such as Hair Cuttery, Great Clips, HaircolorXpress, Fantastic Sams or Sports Clips) for any other space in the Center, provided, however, the foregoing shall not restrict, prohibit or prevent Landlord from leasing space within the Center to a full service hair salon or day spa type tenant.

17. **ULTA.** "Tenant's Primary Business" shall mean (i) the retail sale of cosmetics, fragrances, hair care products such as shampoos, conditioners, gels, accessories; personal care appliances; other health and beauty aid items including feminine hygiene products; men's toiletries; analgesics; skin care products; body care products, deodorants; oral hygiene products; eye care products; and other health and beauty products sold in a majority of ULTA's stores; (ii) the operation of a full service hair salon; (iii) the operation of a nail salon; (iv) the operation of a professional day spa; and (v) the sale or providing of similar or related goods and services (including, without limitation, hosiery, costume jewelry, sunglasses and greeting cards) sold in a majority of ULTA's stores located in Florida. From and after the date of the ULTA lease and continuing throughout the term of the ULTA lease, except for "Incidental Sales" (as hereinafter defined), no other premises within the Center (or any expansion thereof) shall be engaged in the retail sale of beauty products (including, without limitation, cosmetics, fragrances, professional hair care products, skin care products, and body care products) or as a hair salon, beauty salon or nail salon. "Incidental Sales" shall mean the sale or display of such items or services in the lesser of (i) 1,000 square feet (inclusive of aisle space) of gross floor area, or (ii) 10% of the gross floor area of the store in question.

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

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

1. Funeral establishment;
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 Center);

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

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 room (except as an incidental part of another primary business otherwise permitted herein);
22. Skating or roller rink;
23. Car wash in Phase I of the Center;
24. Second hand store, auction house, or flea market;
25. Restaurant within Phase I of the Center except that a cafe or coffee bar or other limited service/self service restaurant shall be permitted in Phase I (provided such use is not located in the premises identified as Anchors A-F on the Site 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 Center: (i) uses commonly referred to as "quasi-retail", "service retail" or "retail offices" such as a travel agency, real estate office, insurance agency, accounting service, insurance brokerage, stock brokerage, financial services, dentists, orthodontists, chiropractors, etc., so long as same are not located within the premises identified on the Site Plan as Anchors A - F, (ii) any office space used by a retailer incidental to its retail operations, or (iii) a shopping center management office not to exceed 1,500 square feet provided it is not located within the premises identified on the Site Plan as Anchors A - F);
27. Telemarketing or call center;
28. A "head" shop store or store specializing in the sale of drug paraphernalia;
29. An ATM (automatic teller machine) or similar machine dispensing money on the exterior of the buildings designated as Anchors A and C on the Site Plan (provided, however, that any ATM on the interior of those premises, including, without limitation, a free standing ATM unit or at a point of sale system of Anchors A and C, shall be permitted without restriction);
30. For veterinary services or the overnight boarding of animals in the premises designated as Anchors A, C and D on the Site Plan;
31. No "High Intensity Parking User" (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 shows; and
33. Kiosks within Phase I of the Center.


LARGE APPAREL OF FLORIDA, INC.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

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



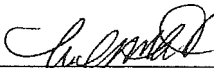
Michael A. Abate
Assistant Secretary

URBAN BRANDS, INC.
SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

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



Michael A. Abate
Assistant Secretary

MARIANNE USPR, INC.
SECRETARY'S CERTIFICATE

The undersigned does hereby certify that:

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

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



Michael A. Abate
Assistant Secretary