

Exhibit F

Store Closing Guidelines

SALE GUIDELINES

Notwithstanding anything in the Agency Agreement¹ to the contrary, the following procedures shall apply to any Sales (each a "Sale" and collectively, "Sales") to be held at the Merchant's Stores:

1. The Sales shall be conducted so that the Stores in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective leases for the Stores.

2. Within a shopping center, Agent shall not distribute handbills, leaflets or other written materials to customers outside of any Stores' premises, unless permitted by the lease or, if distribution is customary in the shopping center in which such Store is located. Otherwise, Agent may solicit customers in the Stores themselves.

3. At the conclusion of the Sales, Agent shall vacate the Stores in broom-clean condition, and shall leave the stores in the same condition as on Sale Commencement Date, ordinary wear and tear, excepted, in accordance with Section ___ of the Agency Agreement. The Agent may abandon any FF&E not sold in the Sale at the Store premises at the conclusion of the Sale in accordance with the Agency Agreement.

4. All display and hanging signs used by the Agent in connection with the Sales shall be professionally lettered and all hanging signs shall be hung in a professional manner. The Merchant and the Agent may advertise the Sale as a "going out of business," "store closing" or similar themed sale. The Merchant and the Agent shall not use neon or day-glo signs. With respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used. In addition, the Merchant and the Agent shall be permitted to utilize exterior banners at ~~(i) non-enclosed~~ (i) non-enclosed mall Store locations; (ii) mall locations if the Store has a separate entrance from a parking lot and (iii) enclosed mall Stores to the extent the applicable Store entrance does not require entry into the enclosed mall common area; provided, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the storefront of the Store. The Merchant and the Agent shall be permitted to utilize sign walkers, A-frame, interior and exterior banners and similar signage, notwithstanding any state, county or local law or ordinance. Nothing contained herein shall be construed to create or impose upon the Agent any additional restrictions not contained in the applicable lease agreement.

5. Conspicuous signs shall be posted in each of the affected Stores to effect that all sales are "final".

6. Except with respect to the hanging of exterior banners, the Agent shall not make any alterations to the storefront or exterior walls of any Stores.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Agreement dated as of September __, 2010, by and between [GB Merchant Partners, Inc.], and Urban Brands, Inc. (the "Agency Agreement").

7. The Agent shall not make any alterations to interior or exterior Store lighting. No property of the landlord of a Store shall be removed or sold during the Sales.

8. Agent shall keep Store premises and surrounding area clear and orderly consistent with present practices.

9. The Merchant and/or the Agent may sell the Owned FF&E located in the Stores during the Sale. The Merchant or the Agent, as the case may be, may advertise the sale of the Owned FF&E consistent with the guidelines provided in paragraphs 2 and 4 hereof. Additionally, the purchasers of any Owned FF&E sold during the sale shall only be permitted to remove the Owned FF&E either through the back shipping areas or through other areas after store business hours.

10. At the conclusion of the Sale at each Store, pending assumption or rejection of applicable leases, the landlords of the Stores shall have reasonable access to the Stores' premises as set forth in the applicable leases. The Merchant, the Agent and their agents and representatives shall continue to have exclusive and unfettered access to the Stores

11. All Additional Agent Merchandise shall be of the same or better like kind and quality of merchandise customarily offered at the Stores prior to the Sale Commencement Date. All relevant advertisements of the Sale shall clearly and conspicuously state that additional non-Merchant merchandise has been purchased and added to the sale. Signage shall be prominently displayed and will conspicuously state that additional non-Merchant merchandise has been purchased and added to the sale. All Additional Agent Merchandise shall be clearly and conspicuously tagged and/or marked to distinguish such merchandise from Merchandise and conspicuous signs shall be posted informing the consumer of how to differentiate between the Additional Agent Merchandise and Merchandise.