


<b>UNITED STATES BANKRUPTCY COURT</b>		District of Delaware	<b>PROOF OF CLAIM</b>
Name of Debtor: Urban Brands, Inc. et al.		Case Number: 10-13005 (KJC)	
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): HSG Macon Mall, LLC		<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">NOV 04 2010</div> <div style="font-size: 1.5em; font-weight: bold;">BMC GROUP</div>	
Name and address where notices should be sent: Carisa L. LeClair c/o Hull Storey Gibson Companies, LLC 1190 Interstate Parkway, Augusta, Georgia 30909  Telephone number: (706) 434-4096			
Name and address where payment should be sent (if different from above):     Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>29,507.36</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).	
<b>2. Basis for Claim:</b> <u>Nonresidential Lease Agreement</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Amount entitled to priority: \$ _____	
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Amount entitled to priority: \$ _____	
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  <b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		<b>FOR COURT USE ONLY</b> <div style="font-size: 0.8em; text-align: center;">             RECEIVED              NOV - 1 AM '10              10:46           </div>	
Date: <u>10/28/10</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Carisa L. LeClair</u> <u>Carisa L. LeClair</u>		Urban Brands  00104	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Bme

**SUMMARY OF BANKRUPTCY CLAIM OF CREDITOR HSG MACON MALL, LLC  
IN THE CHAPTER 11 BANKRUPTCY OF DEBTOR URBAN BRANDS, INC. et al.,  
IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF GEORGIA,  
CASE NO. 10-13005 (KJC)**

On or about July 30, 1997, HSG Macon Mall, LLC (“Landlord”), by and through its predecessor in interest, Colonial Realty Limited Partnership, entered into a nonresidential lease agreement with URBAN BRANDS, INC. (“Tenant”), by and through its predecessor in interest Legal Apparel of Georgia, Inc., d/b/a Ashley Stewart, for the usage of 4,164 square feet of floor area, Suite No. 66 (the “Premises”), in the Macon Mall in Macon, Georgia, as amended by that certain First Amendment to Lease Agreement dated September 27, 1999 by and through Landlord’s predecessor in interest, Colonial Realty Limited Partnership (“Colonial”) and Tenant’s predecessor in interest Legal Apparel of Georgia, Inc., as amended by that certain Second Amendment to Lease Agreement dated September 28, 2000 by and through Landlord’s predecessor in interest Colonial and Tenant’s predecessor in interest Large Apparel of Georgia, Inc. (“Large Apparel”), as amended by that certain Third Amendment to Lease Agreement dated October 3, 2002 by and through Landlord’s predecessor in interest Colonial and Tenant’s predecessor in interest Large Apparel, as amended by that certain Fourth Amendment to Lease Agreement dated August 13, 2003 by and through Landlord’s predecessor in interest Colonial and Tenant’s predecessor in interest Large Apparel, as amended by that certain Fifth Amendment to Lease Agreement dated March 17, 2008 by and through Landlord’s predecessor in interest Macon Mall, LLC and Tenant’s predecessor in interest Large Apparel, and as amended by that Certain Sixth Amendment to Lease Agreement dated May 1, 2009 by and through Landlord’s predecessor in interest Macon Mall, LLC and Tenant’s predecessor in interest Large Apparel and the Guarantor Urban Brands, Inc., as successor in interest to Ashley Stuart Group LTD. (together known as the “Lease”).

On or about September 10, 2010, Macon Mall, LLC assigned certain rights and assets to HSG Macon Mall, LLC, including the conveyance in fee simple of the ownership interest in the real property of which the leased premises in the instant action are a subset, of the retail shopping center commonly known as the Macon Mall; a contractual assignment of the Lease, together with all amendments and

[SUMMARY OF BANKRUPTCY CLAIM OF HSG MACON MALL, LLC, PAGE TWO]

related documentation including guaranties; and an assignment of the accounts receivable of the Macon Mall, including any receivables or liquidated amounts due from the Tenant or other third parties under said Lease. The assignment of all rights of Macon Mall, LLC to the Lease, accounts receivables, and related legal rights of Landlord as against the Tenant which were brought or could have been brought in the above styled case are evidenced by a Quitclaim Assignment dated September 10, 2010. A true and correct copy is attached here, marked as Exhibit "A", and incorporated by this reference.

Pursuant to the Sixth Amendment to Lease Agreement, beginning on May 1, 2009, the Basic Rental increased to \$6,666.67 per month, plus Energy Charges in the amount of \$1,284.51 per month, Marketing Fund charges in the amount of \$166.67 per month. Tenant failed to pay the Basic Rental, Energy Charges, Marketing Fund charges and other charges in a timely manner and as otherwise required by the Lease.

As of September 21, 2010, the Debtor remains liable for prepetition amounts as follows:

▪ Outstanding Basic Rent and other charges	\$21,812.91
▪ Liquidated Late Payment Damages Pursuant to Article 11 of the Lease	\$5,436.08
▪ Interest, Pursuant to Article 11 of the Lease	<u>\$2,258.37</u>
<b>TOTAL PREPETITION AMOUNT</b>	<b>\$29,507.36</b>

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (this "Assignment") is dated September 10, 2010, from (a) MACON MALL, LLC, a Delaware limited liability company, and JONES LANG LASALLE AMERICAS, INC., a Maryland corporation, solely in its capacity as Receiver for property of Macon Mall, LLC pursuant to Order dated July 18, 2008 of the Superior Court of Gwinnett County, Georgia (collectively, "Assignor"), to (b) HSG MACON MALL, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement ("Agreement") dated September 2, 2010 for the sale and purchase of certain property described therein (the "Mall"); and

WHEREAS, pursuant to that certain Consent and Final Order dated and filed July 6, 2009, in Civil Action File No. 2008-A06322-9 in the Superior Court for Gwinnett County, Georgia (the "Final Order"), Jones Lang Lasalle Americas, Inc. is empowered, as receiver and as attorney-in-fact for Macon Mall, LLC, to execute any document as is reasonably necessary to effectuate any of the Permitted Acts defined in the Final Order, including the sale, transfer or conveyance of the Property, as described below, to a third party.

WHEREAS, in order to insure that Assignee receives all of Assignor's rights and tangible and intangible property that may exist with respect to the Mall, Assignor desires to quitclaim unto Assignee all of Assignor's and Macon Mall LLC's right, title and interest in and to all tangible and intangible property and rights that may exist with respect to the property described on Exhibit "A" attached hereto (the "Premises") as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby quitclaim unto Assignee all of the Assignor's right, title and interest in and to all real, personal, and intangible property of any nature, whether known or unknown, accrued or not accrued, including, but not limited to, personal property, leases, rights of occupancy, prescriptive rights, easement rights, causes of actions, contract rights, guaranties, insurance proceeds, bonds, undertakings, surety agreements, condemnation claims and proceeds therefrom, equitable remedies, licenses, permits, authorizations, certificates of occupancy and other approvals, plans, specifications, copyrights, trademarks, service marks, naming rights, deposits, claims, demands, bankruptcy claims, choses in action, licenses, and warranties, located upon, used in connection with, or related in any manner to the Premises (collectively, "Property"):

2. **THE PROPERTY IS BEING QUITCLAIMED "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF THIS ASSIGNMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ASSIGNOR'S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.**

3. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment, and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Premises is located, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

[Execution on following page.]

**IN WITNESS WHEREOF**, this Assignment has been signed and delivered by Assignor under seal as of the date first above written.

**ASSIGNOR:**

**MACON MALL, LLC**, a Delaware limited liability company, by **JONES LANG LASALLE AMERICAS, INC.**, a Maryland corporation, as its attorney-in-fact pursuant that Agreement Among Noteholders dated January 9, 2009, as attached to Order dated July 18, 2008 of the Superior Court of Gwinnett County, Georgia (Seal)

By: 

Print Name: Janine Christian

Title: SVP, CRM

**JONES LANG LASALLE AMERICAS, INC.**, a Maryland corporation, solely in its capacity as Receiver for property of Macon Mall, LLC pursuant to Order dated July 18, 2008 of the Superior Court of Gwinnett County, Georgia (Seal)

By: 

Print Name: Janine Christian

Title: SVP, CRM

EXHIBIT A

The Premises

All that tract or parcel of land lying and being in Bibb County, Georgia, in Land Lots 118 and 149 of the Fourth Land District, being bounded on the north by Mercer University Drive (Georgia Highway 74), on the east by Christian Avenue, on the south by Eisenhower Parkway (U.S. 80), and on the west by Bloomfield Road.



October 28, 2010

United States Bankruptcy Court  
District of Delaware  
Attn: Clerk of Court  
824 North Market Street, 3<sup>rd</sup> Floor  
Wilmington, Delaware 19801  
Telephone No. 302.252.2900

FILED  
2010 NOV - 1 AM 10:4  
CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**Re: In re Urban Brands, Inc. et al., Chapter 11, Case No. 10-13005, Proof of Claim for  
Petition Damages and Claim for Administrative Expenses.**

Dear Clerk of Court:

My firm, Hull Storey Gibson Companies, LLC, acts as the managing agent for the Macon Mall in Macon, Georgia, for the owner, HSG Macon Mall, LLC ("Creditor"), a creditor in the above captioned action, and we are authorized to act on its behalf. Please find included herein the following items:

1. A copy and an original Proof of Claim Form and Summary of Bankruptcy Claim;
2. A copy and an original Request for Administrative Expenses; and
3. A self-addressed stamped envelope.

We request that you please stamp the copy of the Proof of Claim and the copy of the Request for Administrative Expenses as filed and return it to us in the enclosed envelope. We appreciate your assistance. If you have questions, please call me directly at 706.434.4096 or Ms. Ashley Dolce at 706.434.1728. With regards, I am

Yours very truly,

HULL STOREY GIBSON COMPANIES, LLC

A handwritten signature in cursive script that reads "Carisa L. LeClair".

Carisa L. LeClair  
Legal Department

ACQUISITION • DEVELOPMENT • REDEVELOPMENT

1190 Interstate Parkway • Augusta, Georgia 30909 • (706) 863-2222 • Fax: (706) 868-7457