

IN THE UNITED STATES BANKRUPTCY
COURT FOR THE DISTRICT OF DELAWARE

In re: §
URBAN BRANDS, INC., et al., § Chapter 11
Debtors. § Case No. 10-13005 (KJC)
§ Jointly Administered
§

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BMC GROUP

REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSES

COMES NOW, HSG MACON MALL, LLC a Creditor in the above captioned bankruptcy action ("Macon Creditor"), and requests payment of administrative expenses in the amount of \$2,541.63.

PLEASE TAKE NOTICE THAT Macon Creditor is title holder to Space number 66, which is approximately 4,164 square feet of space, located in the Macon Mall in Macon, Georgia (the "Premises").

PLEASE TAKE FURTHER NOTICE THAT Macon Creditor entered into a nonresidential lease agreement with Urban Brands, Inc. ("Debtor") on or about July 30, 1997, as amended by that First Amendment to Lease dated September 27, 1999, as amended by that Second Amendment to Lease dated September 28, 2000, as amended by that Third Amendment to Lease dated October 3, 2002, as amended by that Fourth Amendment to Lease dated August 13, 2003, as amended by that Fifth Amendment to Lease dated March 17, 2008, and as amended by that Sixth Amendment to Lease dated May 1, 2009 (together known as the "Lease").

PLEASE TAKE FURTHER NOTICE THAT on or about September 10, 2010, Macon Creditor's predecessor in interest, Macon Mall, LLC, assigned certain rights and assets to HSG Macon Mall, LLC, including (1) 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; (2) a contractual assignment of the Lease, together with all amendments and related documentation including guaranties; and (3) an assignment of the accounts receivable of the Macon Mall, including any receivables or liquidated amounts due

Urban Brands



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[REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSES, PAGE TWO]

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 hereto, marked as Exhibit "A", and incorporated by this reference.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Lease, Debtor agreed to pay \$6,666.67 per month in Basic Rent, \$1,284.51 per month in Energy Charges, and \$166.67 per month in Marketing Fund Dues.

PLEASE TAKE FURTHER NOTICE THAT the Debtor filed a petition for Chapter 11 bankruptcy on September 21, 2010 ("Petition Date"), and that Debtor remains in possession of the Premises.

PLEASE TAKE FURTHER NOTICE THAT the Debtor failed to pay Basic Rent, Energy Charges, and Marketing Fund Dues due on September 1, 2010 for the stub period. Pursuant to 11 U.S.C.S. § 365(d)(3) and *In re Goody's Family Clothing Inc.*, 610 F. 3d 812 (3rd Cir. 2010), Debtor is obligated to pay its post-petition stub charges.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article 11 of the Lease, Debtor agreed that all past due rentals, additional rentals, and/or other sums due to Landlord pursuant to the terms of this Lease shall bear interest at the rate of two percent (2%) over the Prime Lending Rate and that from the due date until paid by Tenant and if Tenant is late paying its rent more than two (2) times in one year, a late fee of five percent (5%) of any amount outstanding as of the tenth (10th) day of the month shall become due and payable on the tenth (10th) day of the month.

[REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSES, PAGE THREE]

AS SUCH, Creditor respectfully requests the following post-petition administrative priority charges:

▪ Basic Rent for the Period of September 22 nd through September 30 th , $((\$6,666.67 \times 12)/365 \times 9 \text{ days})$	\$1,972.60
▪ Energy Charges for the Period of September 22 nd through September 30 th , $((\$1,284.51 \times 12)/365 \times 9 \text{ days})$	\$380.07
▪ Marketing Fund Dues for the Period of September 22 nd through September 30 th , 2010, $((\$166.67 \times 12)/365 \times 9 \text{ days})$	\$49.32
▪ Interest Pursuant to Article 11 of the Lease	\$19.54
▪ Late Charges Pursuant to Article 11 of the Lease	\$120.10
TOTAL ADMINISTRATIVE PRIORITY CLAIM	\$2,541.63

Submitted this 28th day of October 2010.



CARISA L. LECLAIR
Agent for Creditor

c/o HULL STOREY GIBSON COMPANIES, LLC
1190 Interstate Parkway
Augusta, Georgia 30909
Telephone No. 706.434.4096
Email: cleclair@hullstoreygibson.com

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.

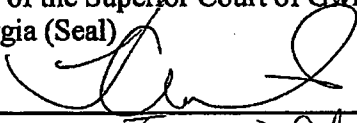
[Execution on following page.]

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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: Tanene Christian
Title: SUP, CRM

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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)

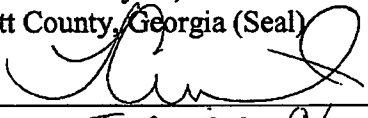
By: 
Print Name: Tanene Christian
Title: SUP, CRM

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, 3rd 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 Prepetition 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

Carisa L. LeClair

Carisa L. LeClair
Legal Department

ACQUISITION • DEVELOPMENT • REDEVELOPMENT

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