

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, District of Delaware), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim.

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §§ 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9) State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.**7. Credits:**

An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §§ 507(a) Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgement of Filing a Claim**

To receive acknowledgment of your filing, please enclose a stamped self-addressed envelope and a copy of this proof of claim. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.bmcgroup.com/UrbanBrands>

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

PLEASE SEND COMPLETED PROOFS OF CLAIM TO:

Via Regular U.S. Mail **Via Overnight Courier**

BMC Group, Inc.	BMC Group, Inc.
Attn: Urban Brands	Attn: Urban Brands
Claims Processing	Claims Processing
P.O. Box 3020	18750 Lake Drive East
Chanhassen, MN 55317	Chanhassen, MN 55317

Fremin's Contractor Services, LLC

Your One Stop Source...

Commercial * Residential * Facility Maintenance
Home Warranty * Marine

1401 N Schillinger Rd
Semmes, AL 36575

Phone:
251-645-3591

Fax:
251-645-5630

Invoice



Date	Invoice #
9/10/2010	6257



Bill To

RSM MAINTENANCE
461 FROM ROAD
SECOND FLOOR
PARAMUS, NJ 07652
973.253.9404

ASHLEY # 0324
2831 E SOUTH BLVD
MONTGOMERY, AL 36616

Service Date	Authorization #	Work Order #	Policy #
8/31/2010		100830-063-1	

Units	Description	Price Each	Amount
2	CEILING TILE SERVICE CALL INITIAL AND RETURN WITH MATCHED CEILING TILES	65.00	130.00
1	TRIP CHARGE ALL TRADES	37.50	37.50
1	ARMSTRONG 1 BOX OF 8	46.98	46.98
	CREDIT	-14.48	-14.48
<i>11/15 e-mail made at 12/04</i>			
		Total	\$200.00

Visit us at:
www.freminscontractorservices.com
and
www.freminsroofing.com

Balance Due \$200.00

Need new
envelope -
messed up -

8-10

10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

Work Order # 100830-063-1

FREMIN'S CONTRACTOR SERVICES, LLC

251.645.3591 (OFFICE) 251.645.5630 (FAX)

DATE REPORTED 8/30/2010 DATE COMMITTED 8/31/2010

PRIORITY: [] 4 HOUR [] 8 HOUR [] 24 HOUR [] 48 HOUR [x] OTHER
[] DAY [] NIGHT [] WEEKEND [] BEFORE STORE OPENING

REQUEST CODE: [] ELECTRICAL [] PLUMBING [x] CEILING TILES
[] A/C & REFRIGERATION [] PAINT [] FLOORING [] GENERAL CARPENTRY
[] DOORS/WINDOWS [] OTHER

STORE # AND NAME 0324 Ashley Stewart

CONTACT: Manger on Duty PHONE # 334-281-4494

ADDRESS 2831 E South Blvd

CITY Montgomery STATE AL ZIP 36116

INFORMATION

Supply and install two ceiling tiles. Please leave extra tiles on site.



MANAGER'S SIGNATURE: Jennifer Perry

PRINT NAME: Jennifer Perry DATE: 8/31/10

Signature must be acquired even if work has not been completed. This is a permanent record of our site's visit. I am completely satisfied with the above described work if 100% complete.

Store Stamp: ASHLEY STEWART #32
Governor's Square
2839 E. South Blvd.
Montgomery, AL 36116
(334) 281-4494

Was Work Completed 100% Requires Return Visit Requires Quote Requires Parts Order

RSM MAINTENANCE

461 FROM ROAD SECOND FLOOR PARAMUS, NJ 07652 P 973.253.9300 F 973.253.9330

Work Order Agreement

DATE:	08/30/2010	TENANT:	ASHLEY STEWART - 0324
ATTN:	ROCKY	ADDRESS:	2831 E. SOUTH BLVD
CONTRACTOR:	FREMINS CONTRACTOR SERVICES, LLC	CITY, STATE	MONTGOMERY, AL 36116
		PHONE #:	(334) 281-4494
JOB NUMBER:	100830-063-1	CONTACT:	MGR ON DUTY

JOB DESCRIPTION:	PLEASE SUPPLY AND INSTALL TWO (2) CEILING TILES. PLEASE LEAVE ANY EXTRA TILES ON SITE.
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If this job is going to exceed the Not to Exceed amount on the work order you must call RSM Maintenance (While ON Site) at 888-776-6775 ext ask for Project Manager listed on this Work Order before proceeding with any work. You MUST also fill out TIME IN and TIME OUT, date completed and all MUST be signed by Manager before leaving the store. Not doing the following will delay or non payment in job.

PLEASE PERFORM THE FOLLOWING:

1. Please call from the store when the job is complete.
2. If the job is a Time & material job, please breakdown labor, tax and material on invoice.
3. Discussion of pricing is only to be determined between RSM and contractor of RSM.
4. All proper paper work is to be faxed or mailed to RSM for RSM to proceed with invoicing with in 15 days of completion or billing will not be paid.
5. All accounts payable questions are to be directed to Accounts Payable Ext 20 (please allow 24 hours for call to be returned).
6. Travel time is only to include one way, not round trip, maximum 1/2 hour travel.
7. **All your hours on site MUST be on the work order ticket or payment will not be processed.**
8. **Work to be completed by** 09/01/2010

TIME, MATERIAL & TAX NOT TO EXCEED LIMIT

\$200.00

Job cost includes labor, material, travel and all applicable taxes. If work is to exceed this limit, please call this office for approval prior to proceeding with any work. If you do not call for approval prior to proceeding payment will not be made.

PAYMENT: RSM will pay the contractor for work performed on a net 45-day basis from the day RSM receives receipt of the proper paper work. If paper work is not submitted to RSM in proper form within 45 days of the completion of the job, the job will be cancelled and invoice from contractor/sub-contractor will be null and void. RSM will pay the contractor for work authorized by RSM upon the satisfactory completion of the work and presentation to RSM of the contractor's invoice. Contractor must show breakdown of labor, tax and material. **Contractor must also supply a current Certificate of Insurance showing general liability and workman's compensation.** Approval can be verbal, but will be followed up by a written authorization.

No Payment will be processed without the Following Items:

1. Signed Work Order Agreement by the Contractor with taxpayer ID information on it.
2. An invoice from the Contractor broken out into Labor, materials & tax.
3. Contractor must supply a Certificate of Insurance showing General Liability and workman's compensation.
4. Work order ticket, signed and initialed by the store manager upon completion of job. With time in time out hours indicated.
5. Contractor must supply W-9 Form.
6. Fax All paperwork to 973-253-9404.

WARRANTY ON WORK: All work is to be guaranteed for 45 (forty-five) days after the day of repair.

CONTRACTOR'S RESPONSIBILITY: Contractor agrees to perform the work described above in a workmanlike manner.

Contractor agrees to perform work in accordance with all state and local codes. Contractor holds RSM harmless in case of any problems. Contractor warrants to RSM that it has or will obtain, all licenses, insurance and permits required in connection with the work. Contractor warrants to RSM that contractor has and will keep in place, comprehensive general liability and workman's compensation. Contractor warrants that the job will be completed by the completion date, if work is not completed by said date RSM is entitled to reimbursable for the job being late.

DEPOSITS: Any deposit given to the contractor prior to doing work, is to be reimbursed in full if the entire contract is not complete in full by the completion date without prior notice.

CHOICE OF LAW: All legal action is to be brought to the Civil Courts of New Jersey venue in Bergen County.

Please sign and date this Agreement and return it by mail or fax to RSM at the address listed above.

Thank you,

BILL PENN

BILL PENN
PROJECT MANAGER
RSM Construction Services

Fremis

Please Print Name

75-2075602

Federal Tax ID # or Social Security Number

 **COMPLETED**