


<b>UNITED STATES BANKRUPTCY COURT</b>		District of Delaware	<b>PROOF OF CLAIM</b>
Name of Debtor: <b>UBI Liquidating Corp. f/k/a Urban Brands, Inc.</b>		Case Number: <b>10-13005 (KJC)</b>	
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): <b>Culver Center Partners Georgia, LLC and Culver Center Partners Georgia - West #1 LLC</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Name and address where notices should be sent: <b>c/o Heather D. Brown, Esq., Kitchens Kelley Gaynes, P.C. Eleven Piedmont Center - Suite 900, 3495 Piedmont Road, NE Atlanta, Georgia 30305</b>		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  <b>JAN 21 2011</b>  <b>BMC GROUP</b> </div>	
Telephone number: <b>(404) 237-4100</b>			
Name and address where payment should be sent (if different from above):		<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.	
Telephone number:			
1. Amount of Claim as of Date Case Filed: \$ <u>10,389.11</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.	
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.		Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.			
<input checked="" 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.		<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)( ).	
2. Basis for Claim: <u>Guaranty</u> (See instruction #2 on reverse side.)		Amount entitled to priority:  \$ _____	
3. Last four digits of any number by which creditor identifies debtor: _____			
3a. Debtor may have scheduled account as: _____ (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.	
4. Secured Claim (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: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. Documents: 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:			
Date: <b>01/20/2011</b>	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.		FOR COURT USE ONLY
/s/ Heather D. Brown, Esq., Counsel for Creditor		<i>Heather D. Brown</i>	Urban Brands  00597

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

UBI LIQUIDATING CORP. F/K/A  
URBAN BRANDS, INC.,

Debtor.

Chapter 11

Case No. 10-13005 (KJC)

EXHIBIT TO PROOF OF CLAIM OF  
CULVER CENTER PARTNERS GEORGIA, LLC AND  
CULVER CENTER PARTNERS GEORGIA - WEST #1 LLC  
FOR STORE NUMBER 366 - ATLANTA, GEORGIA

Pre-petition Balance\*:

\$ 10,389.11

A copy of the Guaranty is attached. A copy of the tenant ledger is also attached.

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TOTAL UNSECURED CLAIM

\$ 10,389.11

\*Landlord reserves the right to seek recovery of rent and charges due for September 21, 2010 through September 30, 2010, totaling \$2,490.33, as an administrative priority claim.

Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
241-001504 Large Apparel of Georgia										
Balance Forward										
					0.00					
241	001504	2/1/2009	RNT	Base Rent	11,529.30		11,529.30		004808	LOC
241	001504	3/1/2009	CAM	Common Area Maintenan	966.95		12,496.25		004808	LOC
241	001504	3/1/2009	RNT	Base Rent	6,000.00		18,496.25		004808	LOC
241	001504	4/1/2009	CAM	Common Area Maintenan	966.95		19,463.20		004808	LOC
241	001504	4/1/2009	RNT	Base Rent	6,000.00		25,463.20		004808	LOC
241	001504	4/4/2009	HVC	HVAC Maintenance	85.18		25,548.38		004808	LOC
241	001504	4/4/2009	PYC	Prior Year CAM	2,017.13		27,565.51		004808	LOC
241	001504	4/4/2009	PYT	Prior Year TAX	1,335.75		28,901.26		004808	LOC
241	001504	5/1/2009	CAM	Common Area Maintenan	966.95		29,868.21		004808	LOC
241	001504	5/1/2009	RNT	Base Rent	6,000.00		35,868.21		004808	LOC
241	001504	5/14/2009	HVC	HVAC Maintenance	84.16		35,952.37		004808	LOC
241	001504	6/1/2009	CAM	Common Area Maintenan	966.95		36,919.32		004808	LOC
241	001504	6/1/2009	CAM	Common Area Maintenan	6,000.00		35,952.37		004808	LOC
241	001504	6/1/2009	RNT	Base Rent	6,000.00		41,952.37		004808	LOC
241	001504	6/1/2009	RNT	Base Rent		11,529.30	30,423.07	330015	004808	LOC
241	001504	6/1/2009	RNT	Base Rent		6,000.00	24,423.07	330015	004808	LOC
241	001504	6/1/2009	RNT	Base Rent		2,404.60	22,018.47	330015	004808	LOC
241	001504	6/1/2009	RNT	Base Rent		966.95	21,051.52	330257	004808	LOC
241	001504	6/9/2009	CAM	Common Area Maintenan		966.95	20,084.57	330257	004808	LOC
241	001504	6/9/2009	HVC	HVAC Maintenance		84.16	20,000.41	330257	004808	LOC
241	001504	6/9/2009	HVC	HVAC Maintenance		85.18	19,915.23	330257	004808	LOC
241	001504	6/9/2009	PYC	Prior Year CAM		2,017.13	17,898.10	330257	004808	LOC
241	001504	6/9/2009	PYT	Prior Year TAX		218.13	17,679.97	330257	004808	LOC
241	001504	6/9/2009	RNT	Base Rent		3,595.40	14,084.57	330257	004808	LOC
241	001504	6/9/2009	RNT	Base Rent		6,000.00	8,084.57	330257	004808	LOC
241	001504	7/1/2009	CAM	Common Area Maintenan	966.95		9,051.52			
241	001504	7/1/2009	RNT	Base Rent	6,000.00		15,051.52			
241	001504	7/7/2009	LEG	Legal Fees	535.00		15,586.52			
241	001504	7/13/2009	CAM	Common Area Maintenan		966.95	14,619.57	331844		LOC
241	001504	7/13/2009	RNT	Base Rent		6,000.00	8,619.57	331844		LOC
241	001504	8/1/2009	CAM	Common Area Maintenan	966.95		9,586.52			
241	001504	8/1/2009	RNT	Base Rent	6,000.00		15,586.52			
241	001504	8/3/2009	CAM	Common Area Maintenan		966.95	14,619.57	332455		LOC

Database: SRA  
BLDG: 241

Occupancy Status: Current New

CM Receivables Ledger  
Main Database  
Old National Town Center  
12/07 Through 10/10

Security Deposit Ending Balance through 10/10

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Bldg/Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
241 001504	8/3/2009	RNT Base Rent	CR	Receipt		6,000.00	8,619.57	332455		LOC
241 001504	8/14/2009	HVC HVAC Maintenance	CH	3rd Quarter HVAC C	84.16		8,703.73			
241 001504	9/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		9,670.68			
241 001504	9/1/2009	RNT Base Rent	CH	AUTOCHRG	6,000.00		15,670.68			
241 001504	10/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		16,637.63			
241 001504	10/1/2009	RNT Base Rent	CH	AUTOCHRG	6,000.00		22,637.63			
241 001504	11/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		23,604.58			
241 001504	11/1/2009	RNT Base Rent	CH	AUTOCHRG	6,000.00		29,604.58			
241 001504	11/20/2009	HVC HVAC Maintenance	CH	4th qtr hvac	84.16		29,688.74			
241 001504	11/30/2009	CAM Common Area Maintenan	CR	Receipt		966.95	28,721.79	335949		LOC
241 001504	11/30/2009	CAM Common Area Maintenan	CR	Receipt		966.95	27,754.84	335949		LOC
241 001504	11/30/2009	CAM Common Area Maintenan	CR	Receipt		966.95	26,787.89	336153		LOC
241 001504	11/30/2009	LAT Late Fee	CH	September late fee	285.06		27,072.95			
241 001504	11/30/2009	LAT Late Fee	CH	October late fee	393.84		27,466.79			
241 001504	11/30/2009	LAT Late Fee	CH	November late fee	504.25		27,971.04			
241 001504	11/30/2009	RNT Base Rent	CR	Receipt		6,000.00	21,971.04	336153		LOC
241 001504	11/30/2009	RNT Base Rent	CR	Receipt		6,000.00	15,971.04	335949		LOC
241 001504	11/30/2009	RNT Base Rent	CR	Receipt		6,000.00	9,971.04	335949		LOC
241 001504	12/1/2009	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		10,937.99			
241 001504	12/1/2009	RNT Base Rent	CH	AUTOCHRG	6,000.00		16,937.99			
241 001504	12/29/2009	LAT Late Fee	CH	Late Fee December	304.07		17,242.06			
241 001504	1/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	966.95		18,209.01			
241 001504	1/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		24,209.01			
241 001504	2/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	1,061.00		25,270.01			
241 001504	2/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		31,270.01			
241 001504	2/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		31,680.01			
241 001504	2/4/2010	HVC HVAC Maintenance	CH	1st Qtr HVAC	40.00		31,720.01			
241 001504	2/4/2010	LEG Legal Fees	CH	rebill of Kelley et al k	381.40		32,101.41			
241 001504	2/26/2010	CAM Common Area Maintenan	CR	Receipt		966.95	31,134.46	339009		LOC
241 001504	2/26/2010	RNT Base Rent	CR	Receipt		6,000.00	25,134.46	339009		LOC
241 001504	3/1/2010	CAM Common Area Maintenan	CH	AUTOCHRG	1,061.00		26,195.46			
241 001504	3/1/2010	RNT Base Rent	CH	AUTOCHRG	6,000.00		32,195.46			
241 001504	3/1/2010	TAX Real Estate Tax	CH	AUTOCHRG	410.00		32,605.46			
241 001504	3/1/2010	CAM Common Area Maintenan	CR	Receipt		966.95	31,638.51	4555		LOC
241 001504	3/1/2010	CAM Common Area Maintenan	CR	Receipt		966.95	30,671.56	4555		LOC
241 001504	3/1/2010	CAM Common Area Maintenan	CR	Receipt		1,061.00	29,610.56	4555		LOC
241 001504	3/1/2010	CAM Common Area Maintenan	CR	Receipt		1,061.00	28,549.56	4555		LOC
241 001504	3/1/2010	HVC HVAC Maintenance	CR	Receipt		40.00	28,509.56	4555		LOC
241 001504	3/1/2010	HVC HVAC Maintenance	CR	Receipt		84.16	28,425.40	4555		LOC

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12/07 Through 10/10

Security Deposit Ending Balance through 10/10

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Bldg/Lease	Date	Category	SR Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
241 001504	3/11/2010	HVC HVAC Maintenance	CR Receipt		84.16	28,341.24	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		393.84	27,947.40	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		504.25	27,443.15	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		285.06	27,158.09	4555		LOC
241 001504	3/11/2010	LAT Late Fee	CR Receipt		304.07	26,854.02	4555		LOC
241 001504	3/11/2010	LEG Legal Fees	CR Receipt		535.00	26,319.02	4555		LOC
241 001504	3/11/2010	LEG Legal Fees	CR Receipt		381.40	25,937.62	4555		LOC
241 001504	3/11/2010	PPR Prepaid Rent	CR overpayment		2,525.35	23,412.27	4555		LOC
241 001504	3/11/2010	PYT Prior Year TAX	CR Receipt		1,117.62	22,294.65	4555	004808	LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	16,294.65	4555		LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	10,294.65	4555		LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	4,294.65	4555		LOC
241 001504	3/11/2010	RNT Base Rent	CR Receipt		6,000.00	-1,705.35	4555		LOC
241 001504	3/11/2010	TAX Real Estate Tax	CR Receipt		410.00	-2,115.35	4555		LOC
241 001504	3/11/2010	TAX Real Estate Tax	CR Receipt		410.00	-2,525.35	4555		LOC
241 001504	3/23/2010	LAT Late Fee	NC adjustment per BA	2,941.86	416.51	-2,941.86			
241 001504	3/23/2010	LEG Legal Fees	CH legal counsel coll pa:			0.00			
241 001504	3/26/2010	PPR Prepaid Rent	CR march overpayment		400.00	-400.00	340001		LOC
241 001504	4/1/2010	CAM Common Area Maintenan	CH AUTOCHRG	1,061.00		661.00			
241 001504	4/1/2010	HVC HVAC Maintenance	CH AUTOCHRG	216.00		877.00			
241 001504	4/1/2010	RNT Base Rent	CH AUTOCHRG	6,000.00		6,877.00			
241 001504	4/1/2010	TAX Real Estate Tax	CH AUTOCHRG	410.00		7,287.00			
241 001504	4/12/2010	CAM Common Area Maintenan	CR CreditApply		1,061.00	6,226.00	4555		APL
241 001504	4/12/2010	HVC HVAC Maintenance	CR CreditApply		216.00	6,010.00	4555		APL
241 001504	4/12/2010	LAT Late Fee	PR CreditApply	416.51		6,426.51			
241 001504	4/12/2010	LEG Legal Fees	CR CreditApply		416.51	6,010.00			APL
241 001504	4/12/2010	LEG Legal Fees	CR CreditApply		400.00	5,610.00	340001		APL
241 001504	4/12/2010	LEG Legal Fees	CR CreditApply		838.35	4,771.65	4555		APL
241 001504	4/12/2010	PPR Prepaid Rent	PR CreditApply	400.00		5,171.65	340001		
241 001504	4/12/2010	PPR Prepaid Rent	PR CreditApply	2,525.35		7,697.00	4555		
241 001504	4/12/2010	TAX Real Estate Tax	CR CreditApply		410.00	7,287.00	4555		APL
241 001504	5/1/2010	CAM Common Area Maintenan	CH AUTOCHRG	1,061.00		8,348.00			
241 001504	5/1/2010	RNT Base Rent	CH AUTOCHRG	6,000.00		14,348.00			
241 001504	5/7/2010	TAX Real Estate Tax	CH AUTOCHRG	410.00		14,758.00			
241 001504	5/7/2010	LEG Legal Fees	CR Receipt		1,287.00	13,471.00	341274		LOC
241 001504	5/7/2010	RNT Base Rent	CR Receipt		6,000.00	7,471.00	341274		LOC
241 001504	5/7/2010	TAX Real Estate Tax	CR Receipt		184.00	7,287.00	341274		LOC
241 001504	6/1/2010	CAM Common Area Maintenan	CH AUTOCHRG	1,061.00		8,348.00			
241 001504	6/1/2010	RNT Base Rent	CH AUTOCHRG	6,000.00		14,348.00			

Database: SRA  
BLDG: 241

Occupancy Status: Current New

CM Receivables Ledger  
Main Database  
Old National Town Center  
12/07 Through 10/10

Security Deposit Ending Balance through 10/10

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Bldg/Lease	Date	Category	SR Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
241	001504	6/1/2010	TAX Real Estate Tax	410.00		14,758.00	CH AUTOCHRG		
241	001504	6/16/2010	LEG Legal Fees	1,313.40		16,071.40	CH Kitchens inv#998658		
241	001504	6/22/2010	CAM Common Area Maintenan		1,061.00	15,010.40	CR Receipt	342767	LOC
241	001504	6/22/2010	CAM Common Area Maintenan		1,061.00	13,949.40	CR Receipt	342767	LOC
241	001504	6/22/2010	LEG Legal Fees		184.00	13,765.40	CR Receipt	342767	LOC
241	001504	6/22/2010	RNT Base Rent		6,000.00	7,765.40	CR Receipt	342767	LOC
241	001504	6/22/2010	RNT Base Rent		6,000.00	1,765.40	CR Receipt	342767	LOC
241	001504	6/22/2010	TAX Real Estate Tax		226.00	1,539.40	CR Receipt	342767	LOC
241	001504	6/22/2010	TAX Real Estate Tax		410.00	1,129.40	CR Receipt	342767	LOC
241	001504	7/1/2010	CAM Common Area Maintenan	1,061.00		2,190.40	CH AUTOCHRG		
241	001504	7/1/2010	HVC HVAC Maintenance	40.00		2,230.40	CH AUTOCHRG		
241	001504	7/1/2010	RNT Base Rent	6,000.00		8,230.40	CH AUTOCHRG		
241	001504	7/1/2010	TAX Real Estate Tax	410.00		8,640.40	CH AUTOCHRG		
241	001504	7/21/2010	LAT Late Fee	300.53		8,940.93	CH May late fee adjustm		
241	001504	7/21/2010	LAT Late Fee	186.32		9,127.25	CH June late fee adjustm		
241	001504	7/21/2010	LAT Late Fee	75.79		9,203.04	CH July late fee adjustm		
241	001504	8/1/2010	CAM Common Area Maintenan	1,061.00		10,264.04	CH AUTOCHRG		
241	001504	8/1/2010	RNT Base Rent	6,000.00		16,264.04	CH AUTOCHRG		
241	001504	8/1/2010	TAX Real Estate Tax	410.00		16,674.04	CH AUTOCHRG		
241	001504	8/4/2010	LEG Legal Fees	1,378.14		18,052.18	CH Kitchens inv#997994		
241	001504	8/25/2010	CAM Common Area Maintenan		1,061.00	16,991.18	CR Receipt	344509	LOC
241	001504	8/25/2010	CAM Common Area Maintenan		1,061.00	15,930.18	CR Receipt	344509	LOC
241	001504	8/25/2010	HVC HVAC Maintenance		40.00	15,890.18	CR Receipt	344509	LOC
241	001504	8/25/2010	LAT Late Fee		75.79	15,814.39	CR Receipt	344509	LOC
241	001504	8/25/2010	LAT Late Fee		76.28	15,738.11	CR Receipt	344509	LOC
241	001504	8/25/2010	RNT Base Rent		6,000.00	9,738.11	CR Receipt	344509	LOC
241	001504	8/25/2010	RNT Base Rent		6,000.00	3,738.11	CR Receipt	344509	LOC
241	001504	8/25/2010	TAX Real Estate Tax		410.00	3,328.11	CR Receipt	344509	LOC
241	001504	8/25/2010	TAX Real Estate Tax		410.00	2,918.11	CR Receipt	344509	LOC
241	001504	9/1/2010	CAM Common Area Maintenan	1,061.00		3,979.11	CH AUTOCHRG		
241	001504	9/1/2010	RNT Base Rent	6,000.00		9,979.11	CH AUTOCHRG		
241	001504	9/1/2010	TAX Real Estate Tax	410.00		10,389.11	CH AUTOCHRG		
241	001504	10/1/2010	CAM Common Area Maintenan	1,061.00		11,450.11	CH AUTOCHRG		
241	001504	10/1/2010	HVC HVAC Maintenance	40.00		11,490.11	CH AUTOCHRG		
241	001504	10/1/2010	RNT Base Rent	6,000.00		17,490.11	CH AUTOCHRG		
241	001504	10/1/2010	TAX Real Estate Tax	410.00		17,900.11	CH AUTOCHRG		

## GUARANTY

THIS GUARANTY (the "Guaranty") made and entered into this 13<sup>th</sup> day of April, 2005, by Urban Brands, Inc. ("Guarantor"), a Delaware corporation, to and for the benefit of Hendon Old National, LLC, a Georgia limited liability company ("Landlord").

### WITNESSETH:

WHEREAS, Landlord and Large Apparel of Georgia, Inc., a Georgia corporation, as Tenant (the "Tenant") propose to enter into a certain Lease dated April 13, 2005 (the "Lease") for the leasing of space located in Suite \_\_\_\_\_ (the "Premises") of the shopping center commonly known as "Old National Town Center", Fulton County, Georgia, and

WHEREAS, Guarantor as President/CEO of Tenant is desirous that Landlord make and enter into the Lease with Tenant; and

WHEREAS, Landlord requires as a condition to its execution of the Lease that Guarantor guarantees the full performance of the obligations of Tenant under the Lease;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the execution of the Lease by Landlord and for other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged by Guarantor, Guarantor does hereby agree as follows:

1. **Guaranty** - Guarantor hereby unconditionally guarantees the full, faithful and punctual performance of each and all of the terms, covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in accordance with and within the time prescribed by the Lease, including, without limitation, the payment of all Minimum Rent, Additional Rent, all other charges or other sums accruing under the Lease, any damages owed Landlord in the event Tenant defaults under the Lease, together with interest on all of the foregoing as provided in the Lease, and all other costs and expenses required to be paid by Tenant under the Lease, including, without limitation, attorneys' fees, if applicable, incurred by Landlord (all of the foregoing sometimes hereinafter referred to as the "Obligations"). Guarantor does hereby agree that if all or any part of the Obligations are not paid or performed by Tenant pursuant to the terms and conditions of the Lease, Guarantor will immediately make such payments to Landlord or cause such performance to occur.

2. **No Discharge** - This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding (i) any extension, modification, amendment or alteration of the Lease between Landlord and Tenant, (ii) any assignment of the Lease or sublease of the Premises, with or without the consent of Landlord, (iii) any extension or modification of the liability of Tenant or any extension, modification or release of the liability of any other guarantor of the Lease, (iv) any dissolution or liquidation of Tenant or change in the composition of the partners of Tenant; and no extension, modification, amendment, alteration or assignment of the Lease, sublease of

the Premises, dissolution of Tenant, change in the composition of partners of Tenant, and no other agreements or releases between Landlord and any other guarantor of the Lease (with or without notice to or knowledge of Guarantor) shall in any manner release or discharge Guarantor. Guarantor does hereby consent to any such extension, modification, amendment, alteration, release or assignment of the Lease, sublease of the Premises, dissolution or liquidation of Tenant or change in the composition of partners of Tenant. This Guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor.

3. **Unchanged by Bankruptcy** - This Guaranty will continue unchanged notwithstanding any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof, any discharge of Tenant in connection therewith, or any disaffirmance or abandonment by a trustee or Tenant.

4. **Transfer or Assignment** - Landlord may, without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder.

5. **Primarily Liable** - This Guaranty is a guaranty of payment and not of collection. The liability of Guarantor under this Guaranty shall be primary and direct and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Tenant or any other party liable under the Lease or any other guaranty of the Lease. Guarantor hereby waives any right that it may have pursuant to applicable law to require that Landlord proceed first against Tenant before pursuing Guarantor.

6. **Default** - In the event of a default by Tenant under the Lease, Landlord shall have the right to enforce its rights, powers and remedies under the Lease, any other guaranty of the Lease, and under this Guaranty and all rights, powers and remedies available to Landlord shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, any other guaranty of the Lease or under this Guaranty or by law or in equity. The obligations of Guarantor hereunder are independent of the obligations of Tenant or any other guarantor, and Landlord may proceed directly to enforce all rights under this Guaranty without proceeding against or joining Tenant, any other guarantor or any other person or entity. Guarantor hereby authorizes and empowers Landlord upon a default by Tenant under the Lease, at its sole discretion and without notice to Guarantor, to exercise any right or remedy which Landlord may have under the Lease and Guarantor shall be liable to Landlord for any deficiency resulting from the exercise by it of any such remedy, even though any right which Guarantor may have against Tenant or others may be lost or diminished by exercise of any such remedy. Until all of the Obligations have been performed and paid in full, Guarantor shall have no right of subrogation to Landlord and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

7. **Proceeds** - Guarantor hereby authorizes Landlord, without notice to Guarantor, to apply all payments and credits received from Tenant or realized from any personal property of



Tenant on the Premises in such manner and in such priority as Landlord in its sole judgment shall see fit to the Obligations which are the subject of this Guaranty.

8. **Binding on Successors** - Guarantor's obligations hereunder shall not be assigned or delegated but this Guaranty shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor.

9. **Waivers** - Guarantor expressly waives and agrees not to assert or take advantage of: (a) any defense that may arise by reason of the failure of Landlord to file or enforce a claim against Tenant or Guarantor in bankruptcy or any other proceeding, (b) any defense based on the failure of Landlord to give notice of the creation, existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the Obligations, (c) any duty on the part of Landlord to disclose to Guarantor any facts it may know or hereinafter acquire regarding Tenant, (d) any defense based on lack of diligence on the part of Landlord in the collection of any and all of the Obligations, and/or (e) demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, and any and all other notices or demands to which Guarantor might otherwise be entitled by law. The intent of this provision is to render the liability of Guarantor hereunder co-extensive with the liability of Tenant under the Lease (except that Guarantor shall not be entitled to any defenses resulting from any bankruptcy or similar proceeding affecting Tenant) by waiving any defense that would result in Guarantor not being liable to the extent that Tenant is liable.

10. **No Oral Modification** - This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord except by a writing signed by Landlord.

11. **Representations** - Guarantor hereby represents and warrants that:

(a) Guarantor is not in default under any agreement to which Guarantor is a party, the effect of which will materially and adversely impair performance by Guarantor of the Obligations;

(b) There are no actions, suits or proceedings pending or threatened against Guarantor before any court or any governmental, administrative, regulatory, adjudicatory or arbitrational body or agency of any kind that will affect performance by Guarantor of the Obligations; and

(c) Neither this Guaranty nor any document, financial statement, credit information, certificate or statement heretofore furnished or required herein to be furnished to Landlord by Guarantor contains any untrue statement of facts or omits to state a fact material to this Guaranty as of the date of this Guaranty.

12. **Severability** - The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty shall not extend beyond such provision or circumstances, and

no other provision of this instrument shall be affected thereby. This provision shall control every other provision of this Guaranty.

13. **Construction** - Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

14. **Choice of Law** - This Guaranty is to be performed in the State where the Premises is located and shall be governed by and construed in accordance with the laws of the State where the Premises is located.

15. **Counterparts** - This Guaranty is executed in multiple counterparts, all of which shall be deemed originals, but all of which shall constitute one and the same instrument.

16. **Captions** - The paragraph headings used in this Guaranty are for suggestive purposes only and are not intended to be an accurate or comprehensive summary of the terms and provisions of this Guaranty.

17. **Time of Essence** - Time is of the essence of this Guaranty.

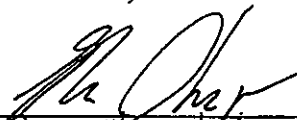
18. **Joint and Several Liability** - The liability of Guarantor hereunder shall be joint and several with the liability of any other guarantor of the Lease and with the liability of any other party liable under the Lease.


19. **Financial Statements** - Guarantor agrees to provide Landlord upon request but not more often than annually with copies of its audited financial statements.

20. **Miscellaneous** - Notwithstanding anything contained herein to the contrary, (i) in no event shall the obligation of the Guarantor exceed the obligations imposed in the Lease except to the extent of attorney's fees and costs incurred by Landlord hereunder for which Guarantor is liable, (ii) the Guarantor reserves any and all defenses available to Tenant under the Lease except those that are the subject of express waivers contained herein and those available to Tenant in any bankruptcy or similar proceeding. In the event of any litigation relating to the terms of this Guaranty, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

IN WITNESS WHEREOF, Guarantor has hereunder caused this Guaranty to be executed under seal and delivered to Landlord the day and year first above written.

URBAN BRANDS, INC.

By:   
Its: PRESIDENT/CEO

Attest:   
Its: MICHAEL A. ABATE  
Vice President/Treasurer  
[CORPORATE SEAL]

Address:  
100 Metro Way  
Secaucus, NJ 07094



KITCHENS  
KELLEY  
GAYNES P.C.

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Atlanta, Georgia 30305  
Telephone: 404-237-4100  
Facsimile: 404-364-0126

January 20, 2011

**VIA FEDERAL EXPRESS TRACKING NO. 7943 3795 4139**

Attn: Urban Brands Claims Processing  
BMC Group, Inc.  
18750 Lake Drive East  
Chanhassen, Minnesota 55317

Re: In re: UBI Liquidating Corp., f/k/a Urban Brands, Inc.; In the United States Bankruptcy Court for the District of Delaware; Case No. 10-13005 (KJC)

In re: Large Apparel of Georgia, Inc.; In the United States Bankruptcy Court for the District of Delaware; Case No. 10-13038 (KJC)

Dear Sir or Madam:

Enclosed please find an original and one copy of the proof of claims of Culver Center Partners Georgia, LLC and Culver Center Partners Georgia - West #1, LLC in the amount of \$10,389.11 filed against the tenant and guarantor in the above-referenced bankruptcy cases.

Please return the filed stamped copy of the proof of claims in the enclosed self-addressed stamped envelope. Should you need additional information please contact me.

Very truly yours,

  
KITCHENS KELLEY GAYNES P.C.

Jennelle West  
Litigation/Bankruptcy Paralegal

/jw  
Enclosure

cc: Heather D. Brown, Esq. (w/o encl.)

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