



UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: <b>LARGE APPAREL OF DISTRICT OF COLUMBIA, INC</b>	Case Number: <b>10-13011</b>	
NOTE: 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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MARYLAND CROSSING, LLC.	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent:  25641046025665 MARYLAND CROSSING, LLC. C/O ASHKENAZY ACQUISITIONS CORP 433 5TH AVE, SUITE 400 NY NY 10016	<b>RECEIVED</b> <b>JAN 24 2011</b> <b>BMC GROUP</b>	
Name and address where payment should be sent (if different from above):  Telephone No.	<input type="checkbox"/> Check 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.	
1. Amount of Claim as of Date Case Filed: \$ <u>499.43</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 the claim. Attach itemized statement of all interest or charges	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.  Specify the priority of the claim.	
2. Basis for Claim: <u>RENT</u> (See instruction #2 on reverse side.)	<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 commission (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4).	
3. Last four digits of any number by which creditor identifies debtor: <u>1571</u>  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)	<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).	
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: \$ _____	<input type="checkbox"/> Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9). <input type="checkbox"/> Other -- Specify applicable paragraph of U.S.C. § 507(a)(____).	
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6 on reverse side.)	Amount entitled to priority: \$ _____	
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  8. 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 DOCUMENT MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:	* 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.	
Date: <u>1/18/11</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>Harry Reich</u> HARRY REICH, DIRECTOR OF FIN. SERVICES	FOR COURT USE ONLY  Urban Brands  00646

**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 acknowledgement 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(c), 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. Attn: Urban Brands Claims Processing P.O. Box 3020 Chanhassen, MN 55317	BMC Group, Inc. Attn: Urban Brands Claims Processing 18750 Lake Drive East Chanhassen, MN 55317
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Maryland Crossing Realty, LLC  
433 Fifth Avenue  
Suite 400  
New York, NY 10016

**Statement**

HEC-1571-CU  
Large Apparel of D.C., Inc.  
1571 Maryland Avenue NE  
Washington, D.C. 20002

DATE	DESCRIPTION	AMOUNT DUE	BALANCE
08/27/2010	Legal Fees - 8/20/10	499.43	
	<b>PREVIOUS MONTH ENDING BALANCE</b>		<b>499.43</b>
	<b>CURRENT CHARGES</b>		
	<b>TOTAL CURRENT</b>		<b>0.00</b>
<b>Total Amount Due:</b>			<b>\$499.43</b>

Comments:

Large Apparel of D.C., Inc.  
d/b/a Ashley Stewart # 166  
100 Metro Way  
Secaucus, NJ 07094

Statement Date: 09/21/2010

Total Due: \$ 499.43

*Please Return This Coupon With Your Payment*

Amount Due: \$499.43

Maryland Crossing Realty, LLC  
433 Fifth Avenue  
Suite 400  
New York, NY 10016

Bill to:

Large Apparel of D.C., Inc.  
d/b/a Ashley Stewart # 166  
100 Metro Way  
Secaucus, NJ 07094

Send Remittance to :

Maryland Crossing Realty, LLC  
433 Fifth Avenue  
Suite 400  
New York, NY 10016

## LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT (the "Agreement") dated the 21<sup>st</sup> day of February, 2008 by and between MARYLAND CROSSING, LLC, having an address at c/o AAC Management Corp., 433 Fifth Avenue, 4<sup>th</sup> Floor, New York, NY 10016 ("Landlord") and LARGE APPAREL OF DISTRICT OF COLUMBIA, INC. (the "Tenant").

WITNESSETH:

WHEREAS, predecessor in interest to Landlord and Tenant entered into a lease dated July 30, 1997, as amended by the Option Renewal Notice dated June 28, 2002, (the "Lease"), for the lease of certain retail space currently identified on Schedule A of the Lease (the "Premises") in what is commonly referred to as Hechinger Mall, Washington, D.C. (the "Shopping Center").

WHEREAS, Landlord and Tenant desire to extend the term of the Lease and to modify certain terms contained therein as hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. Lease Term. Landlord and Tenant desire to and do hereby extend the lease term for a period of Five (5) years, from February 1, 2008 to January 31, 2013 (the "Extension Term").
3. Minimum Rent. During the Extension Term, Minimum Rent shall be payable at the rate of \$157,989.00 per annum, payable in equal monthly payments of \$13,165.75, in advance, without offset, deduction or credit to Landlord.
4. Percentage Rent. During the Extension Term, Percentage Rent shall be payable at the rate of Five Percent (5%) of Tenant's gross sales in excess of the amount determined by dividing the Minimum Annual Rent payable for each year by the Percentage Rent Rate.
5. Condition of Premises. Tenant acknowledges that it is currently occupying the Premises (this being a renewal lease) and that it has and is accepting the Premises in their AS IS/WHERE IS condition with no work to be performed by Landlord.
6. Notices. Any notice to Tenant shall be served at 100 Metro Way, Secaucus, New Jersey 07094, Attn: Real Estate Department. Notices must be served by certified mail, return receipt requested; postage prepaid, or by Federal Express or other nationally recognized overnight delivery service. All notices shall be deemed received on the earlier of (i) three (3) days after the date given to the delivery service or (ii) the date on which Landlord or Tenant receives ~~or refuses receipt of~~ the notice. Landlord's notice address is: c/o AAC Management, 433 Fifth Avenue, Suite 400, New York, New York 10016 with a copy to Christopher J. McDonald, McDonald & McDonald Attorneys at Law, 2 Meeting Grove Lane, Norwalk, Connecticut 06850.
7. Miscellaneous.
  - A. Except as modified by this Agreement, the Lease and all of the covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified, confirmed and incorporated herein. In the event of any conflict between the Lease, this Agreement or any other amendment or addendum thereof, the document later in time shall control.
  - B. The covenants, agreements, terms and conditions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

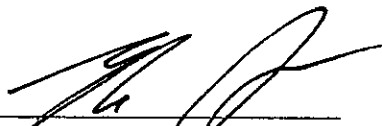
C. The persons executing this Agreement on behalf of Landlord and Tenant represent and warrant that they do so with full authority to bind the parties hereto to the terms, conditions and provisions hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD: MARYLAND CROSSING, LLC.

By:  \_\_\_\_\_  
Member

TENANT: LARGE APPAREL OF THE DISTRICT OF COLUMBIA, INC.

By:  \_\_\_\_\_  
Name: Ethan Shapiro  
Title: Chief Executive Officer

Urban Brands, Inc. has assumed the obligations of Ashley Stewart, Ltd. as Guarantor of Tenant's obligations under the Lease as acknowledged and agreed to by virtue of its signature below as Guarantor.

The undersigned, as successor in interest to guarantor of the Lease under that certain Guaranty dated July 30, 1997, approves this Agreement and hereby ratifies and confirms its obligations under said Guaranty.

URBAN BRANDS, INC.

By:  \_\_\_\_\_  
Authorized Officer  
  
Ethan Shapiro  
Chief Executive Officer