

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">MARIANNE US PR, INC</div>		Case Number: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">10-13030(KJC)</div>
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): <div style="text-align: center;">VALENTINO & ASSOC</div>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <div style="text-align: center;">(if known)</div> Filed on: _____
Name and address where notices should be sent: <div style="display: flex; align-items: center;"> <div> 25641046000134 VALENTINO & ASSOC PO BOX 10418 SAN JUAN, PR 00922-0418 </div> <div style="margin-left: 20px; text-align: center;"> <div style="border: 1px solid black; padding: 5px; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold;">JAN 25 2011</div> <div style="font-weight: bold;">BMC GROUP</div> </div> </div>		
Name and address where payment should be sent (if different from above): <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SAME</div> <div style="text-align: right; margin-top: 10px;"> Telephone No. 939-640-0062 </div>		<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: \$ 850 CARIBBEAN PLAZA + \$13,000 PLAZA LAS AMERICAS 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. <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). <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"/> 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 11 U.S.C. § 507(a)(____). <div style="text-align: center;"> Amount entitled to priority: \$ _____ </div> <div style="font-size: 0.8em;"> * 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. </div>
2. Basis for Claim: PROFESSIONAL SERVICES (ENGINEERS CONSULTANT) (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: CARIBBEAN PLAZA: MLP#904 PLAZA LAS AMERICAS: MLP#412-ZP 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
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. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6 on reverse side.)		FOR COURT USE ONLY Urban Brands <div style="text-align: center;">00694</div>
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:		
Date: <div style="font-weight: bold;">JANUARY 3, 2011</div>	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. <div style="text-align: center;"> WILFREDO VALENTIN </div>	

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 debtor 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

VALENTINO & Assoc.

Engineers Consultants and Interior Designers P. O. Box 10418 San Juan, Puerto Rico 00922

Tel/Fax (787) 721-7456 (Main Office, P. R.) Tel. (305) 480-1802 (Miami Office, Fl.)

E-mail: valetino@coqui.net

Member: Illuminating Engineering Society of North America

☒ PROPOSAL

☒ CONTRACT

FOR: Marianne Store
Caribbean Plaza Shopping Center
Las Piedras, P.R.

☒ Consulting

☒ Design

☐ Construction

☐ Display Windows Design and Construction

☐ Project Administration

☐ Holliday Decoration

☐ Seminars

☒ Permits

☒ Inspection

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Tel/Fax- (787) 721-7456 (Main Office, P. R.)

E-mail: valetino@coqui.net

Member: Illuminating Engineering Society of North America

P. O. Box 10418 San Juan, Puerto Rico 00922

Tel. (305) 480-1802 (Miami Office, FL.)

URBANBRANDS INC.

100 Metro way

Secausus, NJ 07094

January 16, 2007

Attention: Michael D' Angelo
Project Manager

Dear Mr. D' Angelo:

VALENTINO & Assoc. submits for your consideration the terms and conditions regarding the contract for design of construction plans for Marianne Store Lease #9 in Caribbean Plaza Shopping Center at Las Piedras, PR.

I. INCLUDED WORK:

1) Preparation of the following construction plans:

- a. Existing Dimensioned Drawing (As-Build Plans).
 - b. Plumbing System Plan.
 - c. Sprinkler System Plan.
 - d. Electrical System Plan.
 - e. Electrical Lighting Plan.
 - f. Air Conditioning System Plan.
 - g. Preparation of all documents for the Certified Construction and Use Permit, (for more details see Part II, Section b, and Part III).
 - h. Professional Services for Project Inspector.
- 2) Two (2) copies of the plans described in Part I-1 of this Contract.

3) SPECIAL CONDITIONS:

- a. This contract can be canceled by the owner's notification in writing to **VALENTINO & Assoc.** within five (5) labor days of the date of effectiveness of the cancellation of this contract. In case of a requested cancellation on the part of the Contractor, the payments will be kept and will proceed to the corresponding reimbursements, if they apply. On the contrary, if more payments are to be effectuated, the Contractor will pay the difference at the presentation of the final invoice for the PROFFESIONAL SERVICES invoicing such difference at the rate established in the CHANGE OF ORDER described in Part – X.
- b. This contract can be voided or canceled by **VALENTINO & Assoc.** for failure to any of the sections of Part V– Payments Procedure.

II. WORK NOT INCLUDED:

- a. Costs for additional copies described in Part I-1 of this contract will be billed at eight dollars (\$8.00), per page.
- b. Buy off and administrative services of messenger for acquisition of stamps, permits presentations, patents, voucher, endorsements and whichever required payment by the government Agencies and/or Municipalities. If the Client requires these services, there will be a minimum charge of \$195.00 or a 15% for administrative expenses, whichever applies more for each one of the required services.
- c. No other additional work that is not included in Part I of this contract.

III. ADDITIONAL-REQUIRED COST, NOT INCLUDED:

The following documents and payments are required by the Permits and Regulation Administration Office (ARPE in Spanish), at Humacao Regional Area for submit the Certified Construction Permit for the project in reference.

a. For Construction Permit:

- ❖ Application Cost for Construction Permits.....\$100.00
- ❖ Payment for Internal Revenue.....\$5.00
by each thousand of construction cost
- ❖ Engineers and Surveyors of Puerto Rico College Stamps.....\$1.00
by each thousand of construction cost
- ❖ Administrative Services Fee for Submit.....\$185.00
- ❖ Other as requested

b. The following municipal payment depends of the construction cost

- ❖ Municipal Taxes
- ❖ Contractor Patent
- ❖ Construction Waste Bond
- ❖ Construction Employment Insurance (FSE).....By Owner
- ❖ Other as requested

Following is the documents and payments required at the Permits and Regulation Administration Office, for Submit the Certified Use Permit for the project in reference.

c. Request to the Contractor the following certifications and send it to our office once all the documents are complete done:

- Electrical System (Signed by the Electrical Technician and sealed by A.E.E.)
- Air Conditioning System (with the College Seal and stamped)
- Contractor Final Construction Certification
- Plumbing Work Certification (Master Plumber)
- Sprinklers Certification
- Other as requested

❖ **Submit the payments to request the followings Endorsement and the Submit for the Permit of Use.**

- To submit the Permit of Use.....\$100.00
- Payment for the Fireman Endorsement.....\$80.00
- Payment for the Health Endorsement.....\$35.00
- Administrative Costs.....\$195.00
- Other as requested
- TOTAL.....\$410.00**

IV. COST FOR PROFESSIONAL SERVICES:

For the realization for the design of the engineering construction plans for Marianne Store Lease #9 in Caribbean Plaza Shopping Center in Las Piedras, P.R. is as follows:

TWENTY ONE THOUSAND, EIGHT HUNDRED AND FIFTY DOLLARS.....\$21,850

V. FORM OF PAYMENT:

Payments for **PROFFESIONAL SERVICES** are as follow:

1. **FIRST PAYMENT(MLP#901):

For the sum of:

TEN THOUSAND DOLLARS.....\$10,000.

at the acceptance and signing of the CONTRACT.

288186
2/24/07

2. SECOND PAYMENT(MLP#902):

For the sum of:

TEN THOUSAND DOLLARS.....\$10,000.

at the of hand-off the Final Plans as in Part 1-a of this CONTRACT.

290578
2/24/07 4/10/07

3. THIRD PAYMENT(MLP#903):

for the sum of:

ONE THOUSAND DOLLARS.....\$1,000.

at the hand-off of the Final Certified Construction Permit given by the Permits and Regulation Office at Humacao Regional Area.

295914
7/19/07

4. FOURTH AND FINAL PAYMENT(MLP#904):

for the sum of:

EIGHT HUNDRED AND FIFTY DOLLARS.....\$850.

at the hand off of the final Certified Use Permit given by the Permits and Regulation Office at Humacao Regional Area.

January 17, 2007
Mr. Michael D' Angelo
page 5 of 8

VIII. EFFECTIVENESS DATE:

"The effectiveness of the beginning of the contract will be the date in which the FIRST PAYMENT is cashed.

IX. LIFE SPAN OF THIS PROPOSAL:

The cost for the PROFFESIONAL SERVICES indicated in this PROPOSAL has a life span of fifteen labor days (15) from the date of receiving this document.

X. CHANGE OF ORDER CLAUSE:

- a. Once the changes to be realized in the preliminary plans are approved, any other changes to them will be billed and paid by means of this CLAUSE and using only the official form established for this purpose ("ATTACHEMENT A"). These changes will be billed at TWO HUNDRED AND FIFTY DOLLARS (\$250.00) per hour.

XI. COPY RIGHTS:

The design and plans to be developed are the absolute property of VALENTINO & Assoc. and can be used only with our authorization. The use, exhibition and/or reproduction by any means of this plans is strictly prohibited by means of our COPY RIGHTS Lic. CODDI 680 and 5926 PE.

XII. ACCEPTANCE CLAUSE:

The persons that signs bellow have read and discussed this contract and agree with all its PARTS, CLAUSES, CONDITIONS, and by means of their signature give their acceptance.

This contract is not valid without the incorporation of the following appendixes:

Appendix "A" Change Order

Appendix "B" Caribbean Plaza Design Criteria, supplied by the owner.


Mr. Michael D' Angelo
Project Manager


Wilfredo Valentín, PE
Consultant Engineer, Lic.5926

2-1-07
Date: m/d/y

Date: m/d/y

This CONTRACT has nine (9) pages.

LAST LINE

APPENDIX "A"

CHANGE ORDER

VALENTINO & Assoc.

Engineers Consultants and Interior Designers P. O. Box 10418 San Juan, Puerto Rico 00922
Tel/Fax- (787) 721-7456 (Main Office, P. R.) Tel. (305) 480-1802 (Miami Office, FL.)
E-mail: valetino@coqui.net
Member: Illuminating Engineering Society of North America

CHANGE ORDER

Order No: _____ REVISED AMOUNT OF CONTRACT
Date: _____ Amount of this order \$
Project: **MARIANNE CARIBBEAN PLAZA SHOPPING CENTER**

This additional change order includes changes in the following design plans:

The work covered in this order will be realized under the same terms and conditions included in the original contract, except those which are specified in this document. See **Part VII- CHANGE ORDER.**

CHANGE ORDER APPROVAL

- _____ Included is the deposit of **FIFTY PERCENT (50%)**, of the total cost of this Order to begin its realization as requested.
- _____ The payment for this Change Order will be paid totally at the hand-off of the requested work by me which is indicated in this document.

Mr. Michael D' Angelo
Project manager

Wilfredo Valentín, PE
VALENTINO & Assoc

CERTIFICATION

(For office use)

I certify that the person that signed this contract received this document and has complete knowledge of it.

Person who received the document: _____

Date: _____ . Hour: _____

Official Signature

Date: M/D/Y

APPENDIX "B"

Appendix "B" Caribbean Plaza Design Criteria, supplied by Owner.

Núm. de Radicación:
07PU5-00000-04749

Número de Catastro:
50-279-000-004-48-000

ESTADO LIBRE ASOCIADO DE PUERTO RICO
ADMINISTRACION DE REGLAMENTOS Y PERMISOS
CENTRO DE SERVICIOS DE HUMACAO
PERMISO DE USO
TIENDA VENTA DE ROPA
MARIANNE

272153

De conformidad con las disposiciones legales y reglamentarias, se expide el presente Permiso de Uso - Certificado / Comercial / Privado para la dirección que ubica en :

**CARR 30 INTERSECCION 198, KM 19.4
BO. QUEBRADA ARENAS
LAS PIEDRAS, PR, 00977**

Zonificación

Zonificación 1 : C-2
Accesos : Privado
Cabida Escritura : 6636
Cabida Mensura : 6636

Atributos

----- Final de Atributos -----

Dueño(s) _____
1 MARIANNE (Primario)

Proponente / Contacto(s) _____
1 Ingeniero - Ing. Wilfredo Valentín

Este permiso debe cumplir con las siguientes condiciones generales:

Este permiso no legaliza obras construidas sin permiso de esta oficina ni impide cualquier acción legal tomándose o a tomarse contra las mismas. El cumplir con los requerimientos de la Administración de Reglamentos y Permisos no exime a cualquier parte que solicite un permiso o autorización de la ARPE de cumplir con los requisitos establecidos por las leyes federales "Fair Housing Act" y "Americans With Disabilities Act". Entendiéndose que este permiso no releva al peticionario de cumplir con los requerimientos del Departamento de Salud. Se cumplirá con los requisitos del Cuerpo de Bomberos de Puerto Rico.

La autorización aquí emitida no tiene el propósito ni alcance de anular cualquier restricción privada (servidumbre en equidad) que resulten inconsistentes con el permiso aquí concedido. La parte que se sienta así agraviada, podrá radicar un procedimiento civil de sentencia declaratoria e injunción en el Tribunal de Primera Instancia con competencia.

Esta actividad será operada en forma ordenada. La instalación de rótulos para este uso requiere permiso de esta oficina. Este permiso deberá estar expuesto en todo momento en un lugar visible al público dentro de las facilidades del establecimiento para el cual fue otorgado. Deberá cumplir con todas las disposiciones de la Junta de Calidad Ambiental y la Ley Sobre Política Pública Ambiental para este tipo de uso. Será responsabilidad del concesionario de este permiso el proveer los espacios de estacionamientos funcionales requeridos. El no operar o el intensificar el Uso Autorizado conlleva la Revocación Sumaria del mismo.

Número de Permiso de Construcción Aprobado : 07CX5-00000-01272 03/29/2007

El/La Inspector(a) **WILFREDO VALENTÍN SERRANO, Lic. No. 5925**, ha certificado que la construcción de esta obra fue inspeccionada por él (ella) y que la misma se construyó conforme a los planos aprobados y con lo expresado en el permiso de construcción expedido.

El(La) Contratista/Constructor **JESÚS RUIZ**, mediante el affidavit número 109 del 20 de julio de 2007, juramentada ante el Notario LCDA. **MAYRA J. SANTOS HILERIO**, ha certificado que la obra fue ejecutada de acuerdo a los planos y especificaciones del permiso de construcción aprobado y expedido.

Ing. Luis Velez Roche
ADMINISTRADOR

Autorizado por : Ing. Jose M. Carrasquillo Martinez
Gerente Centro De Humacao
CENTRO DE SERVICIOS DE HUMACAO

Fecha de Aprobación : **11-21-2007**

Fecha Expedido : **NOV 28 2007**



Este documento no es válido sin el sello

URBAN BRADS INC.
100 METRO WAY
SECAUS NJ 07094

NOVEMBER 28, 2007

REF: MARIANNE
CARIBBEAN PLAZA SHOPPING CENTER
LEASE #9
LAS PIEDRAS, PR.

ATTENTION: MR. MICHAEL D'ANGELO
PROJECT MANAGER

TRANSMITTAL

ATTACHED YOU WILL FIND THE FOLLOWINGS ORIGINAL
DOCUMENTS:

a) ENDORSEMENTS:

1) ~~DEPARTAMENTO DE SALUD~~ DEPARTAMENTO DE SALUD. NO. SA-88-05-95

2) CUERPO DE BOMBEROS DE PUERTO RICO - PC-6380

b) USE PERMIT:

1) PERMISO DE USO No. 248761, CERTIF. #272153

RADICACION # 07 PUS-00000-08749

CORDIALLY,

WILFREDO VALENTIN, PE
INGENIERO CONSULTOR, LIC. 5925

RECEIVED BY:

DATE: 11/29/07

HOUR: 12:45 PM

SR Rodriguez Siomara Rodriguez (Gerente)

Marianne #170
Caribbean Plaza Shopping Center
Carr. PR 30, Intersection Carr
PR 198 KM 20.01
Las Piedras, PR

VALENTINO & Assoc.

Engineers Consultants and Interior Designers

Tel/Fax- (787) 721-7456 (Main Office, P. R.)

E-mail: valetino@coquil.net

Member: Illuminating Engineering Society of North America

P. O. Box 10418 San Juan, Puerto Rico 00922

Tel. (305) 480-1802 (Miami Office, FL.)

URBANBRANDS INC.

100 Metro Way

Secausus, NJ 07094

March 30, 2007

Attention: Michael D' Angelo
Project Manager

Dear Mr. D' Angelo:

VALENTINO & Assoc. submits for your consideration the terms and conditions regarding the contract for the As-Build Plan, Design of Construction Plans and to get the Construction and Use Permits for Marianne Store Lease #412 in Plaza Las Américas Mall in San Juan, PR.

I. INCLUDED WORK:

1) Preparation of the following construction plans:

- a. Existing Dimensioned Drawing (As-Build Plans), and Facilities Plan.
 - b. Title Sheet, Construction Specifications, Localization and Situation.
 - c. Demolition And Construction Plan.
 - d. Proposed floor plan.
 - e. Sections, Elevations and Storefront Design Plan.
 - f. Reflected Ceiling Plan.
 - g. Storefront Sign Plan (Colors and Shop Drawings must be supplied by Owner before termination of plans to be included in them).
 - h. Construction Details Plan.
 - i. Doors and Finishes Schedule Plan.
 - j. Interior Design Specifications.
 - k. Bathroom Plan And Details
 - l. Plumbing Plan.
 - m. Electrical System Design.
 - n. Electrical Lighting Ceiling Plan
 - o. Sprinklers System Plan.
 - p. Air Conditioning System Plan.
- 2) Two (2) copies of the plans described in Part I-1 of this Contract.

3) SPECIAL CONDITIONS:

- a. This contract can be canceled by the Project Owner's if notified in writing to **VALENTINO & Assoc.** within five (5) labor days of the date of effectiveness of the cancellation of this CONTRACT. In case of a requested cancellation on the part of the Contractor, the payments will be kept and proceed to the corresponding reimbursements, if they apply. On the contrary, if these are of greater value to the effectuated payments, the Contractor will pay the difference at the presentation of the final invoice for the PROFESSIONAL SERVICES charging such difference at the rate established in the PROFESSIONAL SERVICES charging such difference at the rate established in the CHANGE ORDER described in Part -VIII.

March 30, 2007

Mr. Michael D' Angelo

Page 3 of 8

- b. This contract can be inactivated by **VALENTINO & Assoc.** for failure to any one of the sections of Part V- FORM OF PAYMENT.
- c. All equipment, material and/or existing physical facilities required by the owner to be permanent is conditioned to the final approval of the Architects and/or Engineers of the Mall. In case they are not approved and a new Design is required, Part VIII established in this contract will be applied. Is the complete responsibility of the space owner to verify the function and warranty of the required existing equipment to remain also give to Valentino & Assoc. the technical information related to such existing equipment to remain on the space such as, an not limited to: utility voltage, model, size of the equipment and/or any other required information.

II. WORK NOT INCLUDED:

- a. Costs for additional copies described in Part I-1 of this contract will be billed at eight dollars (\$8.00), per page.
- b. Buy off and administrative services of messenger for acquisition of stamps, permits presentations, patents, voucher, endorsements and whichever required payment by the government Agencies and/or Municipalities. If the Client requires these services, there will be a minimum charge of \$195.00 or a 15% for administrative expenses, whichever applies more for each one of the required services.
- c. Permit of Use for the Storefront Sign. If required it will be billed based on the cost, plus a 20% for administrative expenses (cost-plus method).
- d. Inspector Services. Professional Services as Project Inspector for certification of the work in the San Juan Region Area of Permits and Regulations Administration Office (ARPE in Spanish), for the Permit of Use. The Project Owner will submit the name and number of the professional license of the selected Engineer of Architect as inspector of the project and any other identifications requested at the moment of handing over all documents for the Certificated Construction Permit application.
- e. No other additional work that is not included in Part I of this contract.

III. PERMITS:

The following payments and documents not included required by the San Juan Region Area of Permits and Regulations Administration Office (ARPE in Spanish), and the Municipality of San Juan for submit the Certified Construction Permits for the project in reference.

ARPE Payments For Certified Construction Permit:

- ❖ Application Cost for Certified Construction Permits.....\$150.00
- ❖ Internal Revenue Payments.....\$5.00
- by each thousand of construction cost
- ❖ Engineers and Surveyors of Puerto Rico College Stamps Payment.....\$1.00
- by each thousand of construction cost
- ❖ Administrative Services Fee for Submit.....\$195.00
- ❖ Other as requested

Municipal Payments For Certified Construction Permit.

(Note: Payments Depends Of The Finished Construction Cost).

- ❖ Municipal Taxes
- ❖ Contractor Patent
- ❖ Construction Waste Bond
- ❖ Worker's Compensation Insurance (FSE).....By Owner

- San Juan Municipality Construction Plans Endorsement
- Other as required.

or Certified Use Permit:

- **Request to the Contractor the following certifications and send it to our office once all the documents are completely done:**

- Electrical System (Signed by the Electrical Technician and sealed by A.E.E.
- Air Conditioning System (with the College Seal and stamped.
- Contractor Final Construction Certification (Form ARPE 15.6, Rev. Jan. 01).
- Plumbing Work Certification (Master Plumber) Form ARPE 15.9 Rev. Feb. 02).
- Sprinklers Certification
- Other as requested

- **Required payments for Application and Endorsements for the Certified Use Permit.**

1. Application Costs for Certified Use Permit Department.....\$150.00
2. Payment for the Fireman Endorsement.....\$80.00
3. Payment for the Health Department Endorsement.....\$35.00
4. Administrative Costs.....\$195.00
5. Other as requested

COST FOR PROFESSIONAL SERVICES:

the realization for the As Build Plans, Design of Construction Plans and to get the construction and Use Permits for Marianne Store Lease #412 in Plaza Las Américas Mall in San Juan, P.R. is as follows:

---NTY EIGHT THOUSAND, EIGHT HUNDRED AND FIFTY DOLLARS.....\$28,850

FORM OF PAYMENT:

payments for **PROFFESIONAL SERVICES** are as follow:

1. ****FIRST PAYMENT(MPLA#412-1P):**

For the sum of:

THIRTEEN THOUSAND DOLLARS.....\$13,000.

at the acceptance and signing of the CONTRACT.

PAID

2. **SECOND PAYMENT(MPLA#412-2P):**

For the sum of:

THIRTEEN THOUSAND DOLLARS.....\$13,000.

at the hand-off of the Final Plans as in Part I-2 of this CONTRACT.

3. **THIRD PAYMENT(MPLA#412-3P):**

for the sum of:

TWO THOUSAND DOLLARS.....\$2,000.

at the hand-off of the Final Certified Construction Permit given by the Permits and Regulation Office of San Juan Regional Area.

FOURTH AND FINAL PAYMENT(MPLA#412-4P):

for the sum of:

EIGHT HUNDRED AND FIFTY DOLLARS.....\$850.

at the hand off of the final Certified Use Permit given by the Permits
and Regulation Office of San Juan Regional Area.

EFFECTIVENESS DATE:

The effectiveness of the beginning of the contract will be the date in which the FIRST
PAYMENT is cashed.

LIFE SPAN OF THIS PROPOSAL:

The cost for the PROFESSIONAL SERVICES indicated in this PROPOSAL has a life
span of fifteen labor days (15) from the date of receiving this document.

CHANGE OF ORDER CLAUSE:

Once the changes to be realized in the preliminary plans are approved, any other
changes to them will be billed and paid by means of this CLAUSE and using only the
official form established for this purpose ("ATTACHEMENT A"). These changes will be
billed at TWO HUNDRED AND FIFTY DOLLARS (\$250.00) per hour.

COPY RIGHTS:

The design and plans to be developed are the absolute property of VALENTINO & Assoc.
They can be used only with our authorization. The use, exhibition and/or reproduction by
any means of this plans is strictly prohibited by means of our COPY RIGHTS Lic. CODDI
5925 and 5925 PE.

ACCEPTANCE CLAUSE:

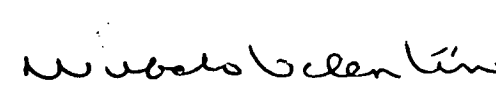
The persons that signs bellow have read and discussed this contract and agree with all
ARTS, CLAUSES, CONDITIONS, and by means of their signature give their
acceptance.

This contract is not valid without the incorporation of the following appendixes:

Appendix "A" Change Order

Appendix "B" Plaza Las Américas Design Criteria, supplied by the owner.


Michael D' Angelo
Project Manager


Wilfredo Valentín, PE
Consultant Engineer, Lic.5925

Date: m / d / y

Date: m / d / y

This CONTRACT has eight (8) pages.

LAST LINE

March 30, 2007
Mr. Michael D' Angelo
page 6 of 8

Annex "E"

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APPENDIX "A"
CHANGE ORDER

VALENTINO & Assoc.

Engineers Consultants and Interior Designers P. O. Box 10418 San Juan, Puerto Rico 00922
Tel/Fax- (787) 721-7456 (Main Office, P. R.) Tel. (305) 480-1802 (Miami Office, Fl.)
E-mail: valetino@coqui.net
Member: Illuminating Engineering Society of North America

CHANGE ORDER

Order No: REVISED AMOUNT OF CONTRACT
Date: Amount of this order \$
Project: MARIANNE PLAZA LAS AMERICAS MALL

This additional change order includes changes in the following design plans:

The work covered in this order will be realized under the same terms and conditions included in the original contract, except those which are specified in this document. See Part VIII- CHANGE ORDER.

CHANGE ORDER APPROVAL

_____ Included is the deposit of FIFTY PERCENT (50%), of the total cost of this Order to begin its realization as requested.

_____ The payment for this Change Order will be paid totally at the hand-off of the requested work by me which is indicated in this document.


Mr. Michael D' Angelo
Project manager

Wilfredo Valentín, PE
VALENTINO & Assoc

CERTIFICATION (For Internal Use Only)

Certify that Mr. Michael D'Angelo have received this Change Order and has complete knowledge of it.

By: _____
Change Order Contract Received by: _____
Date: _____ . Hour: _____

Official Signature

Date: M/D/Y

APPENDIX "B"

Appendix "B" Plaza Las Américas Design Criteria, supplied by Owner.

VALENTINO & Assoc.

Engineers Consultants and Interior Designers

P. O. Box 10418 San Juan, Puerto Rico 00922

Tel/Fax- (787) 721-7456 (Main Office, P. R.)

Tel. (305) 480-1802 (Miami Office, Fl.)

E-mail: valetino@coqui.net

Member: Illuminating Engineering Society of North America

May 8, 2006

Urban Brands, Inc.
1000 Metro Way
Secaucus, N.J. 07094

Ref.: Marianne Store
Plaza Las Americas Mall
Lease #412
San Juan, Puerto Rico

Attention: Mr. Michael D'Angelo
Project Manager

INVOICE #: MPLA#412-1P

INVOICE

For the concept of the First Payment as established in the Contract.

FIRST PAYMENT (MPLA#412-1P):

For the sum of:

THIRTEEN THOUSAND DOLLARS..... \$13,000

At the acceptance and signing of the CONTRACT.

Por. WV (Adm.)

Wilfredo Valentín, PE/ID
Consultant Engineer, Lic. 5925

lef

VALENTINO & Assoc.

Engineers Consultants and Interior Designers

Tel/Fax- (787) 721-7456 (Main Office, P. R.)

E-mail: valetino@coqui.net

Member: Illuminating Engineering Society of North America

P. O. Box 10418 San Juan, Puerto Rico 00922

Tel. (305) 480-1802 (Miami Office, FL.)

May 8, 2006

Urban Brands, Inc.
1000 Metro Way
Secaucus, N.J. 07094

Ref.: Marianne Store
Plaza Las Americas Mall
Lease #412
San Juan, Puerto Rico

Attention: Mr. Michael D'Angelo
Project Manager

INVOICE #: MPLA#412-2P

INVOICE

PENDING

For the concept of the Second Payment as established in the Contract.

SECOND PAYMENT (MPLA#412-2P):

For the sum of:

THIRTEEN THOUSAND DOLLARS..... \$13,000

At the hand-off of the Final Plans as in Part I-2 of this CONTRACT.

For B.G. Adm.

Wilfredo Valentin, PE/ID
Consultant Engineer, Lic. 5925

lef

Large Apparel of New Jersey, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13041 (KJC)	13-3695157
Large Apparel of New York, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13049 (KJC)	13-3665956
Large Apparel of North Carolina, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13029 (KJC)	22-3528611
Large Apparel of Ohio, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13036 (KJC)	22-3503815
Large Apparel of Pennsylvania, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13044 (KJC)	22-3494057
Large Apparel of South Carolina, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13037 (KJC)	27-0002029
Large Apparel of Tennessee, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13039 (KJC)	22-3523895
Large Apparel of Texas, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13043 (KJC)	22-3623787
Large Apparel of Virginia, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13045 (KJC)	13-3732809
Large Apparel of Wisconsin, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13048 (KJC)	22-3523898
Marianne Ltd.	100 Metro Way, Secaucus, New Jersey 07094	10-13058 (KJC)	22-3623940
Marianne USPR, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13030 (KJC)	22-3622193
Marianne VI, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13025 (KJC)	22-3622200
Metro Apparel of Kentucky, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13050 (KJC)	55-0907533
Metro Apparel of Massachusetts, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13055 (KJC)	14-1981367
The Essence of Body & Soul, Ltd.	100 Metro Way, Secaucus, New Jersey 07094	10-13010 (KJC)	22-3614165
Urban Acquisition Corporation of Jersey, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13052 (KJC)	22-3642976
Urban Acquisition Corporation of New York, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13054 (KJC)	22-3724103
Urban Brands TM Holding Co.	100 Metro Way, Secaucus, New Jersey 07094	10-13046 (KJC)	22-3735909

DATE, TIME AND LOCATION OF MEETING OF CREDITORS. In accordance with section 341 of the Bankruptcy Code, a meeting of the Debtors' creditors will be conducted on October 25, 2010 at 2:00 p.m. (Eastern Daylight Time) at the J. Caleb Boggs Federal Building, 844 King Street, 2nd Floor, Room 2112, Wilmington, Delaware 19801.

DEADLINE TO FILE A PROOF OF CLAIM. Notice of a deadline will be sent at a later time.

NAME, ADDRESS AND TELEPHONE NUMBER OF TRUSTEE. None appointed to date.

PROPOSED COUNSEL FOR THE DEBTORS.

Mark D. Collins, Esq.
Michael J. Merchant, Esq.
Paul N. Heath, Esq.
RICHARDS, LAYTON & FINGER, P.A.
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

RLF1 3615381v.1

3

COMMENCEMENT OF CASES. Petitions for reorganization under chapter 11 of the Bankruptcy Code have been filed in this Court by the Debtors, and orders for relief have been entered. You will not receive notice of all documents filed in these cases. All documents filed with the Court, including lists of the Debtors' property and debts, will be available for inspection at the Office of the Clerk of the Bankruptcy Court. In addition, such documents may be available at www.deb.uscourts.gov. Please note that a PACER password is needed to access the Court's website.

PURPOSE OF CHAPTER 11 FILING. Chapter 11 of the Bankruptcy Code enables a debtor to reorganize pursuant to a plan. A plan is not effective unless approved by the Court at a confirmation hearing. Creditors will be given notice concerning any plan, or in the event the cases are dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate their business unless a trustee is appointed.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom a debtor owes money or property. Under the Bankruptcy Code, a debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting a debtor to demand repayment, taking action against a debtor to collect money owed to creditors or to take property of a debtor, and starting or continuing foreclosure actions or repossessions. If unauthorized actions are taken by a creditor against a debtor, the Court may penalize that creditor. A creditor who is considering taking action against a debtor or the property of a debtor should review section 362 of the Bankruptcy Code and seek legal advice. The staff of the Clerk of the Bankruptcy Court is not permitted to give legal advice.

MEETING OF CREDITORS. The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may examine the Debtors' representative and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to the creditors.

PROOF OF CLAIM. Schedules of creditors will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not listed as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file their proofs of claim. A creditor who desires to rely on the schedule of creditors has the responsibility for determining that the claim is listed accurately. Separate notice of the deadlines to file proofs of claim and proof of claim forms will be provided to the Debtors' known creditors. Proof of claim forms also are available in the clerk's office of any bankruptcy court. Proof of claim forms also are available from the Court's web site at www.deb.uscourts.gov. BMC Group, Inc. is the claims agent in these cases and can provide a proof of claim form if you cannot obtain one from your local bankruptcy court. BMC Group, Inc. can be reached as follows:

CLAIMS AGENCY

BMC Group, Inc.
Attn: Urban Brands Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317
Telephone: (888) 909-0100
<http://www.bmcgroup.com/urbanbrands>

DISCHARGE OF DEBTS. Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtors, except as provided in the plan.

Dated: October 1, 2010

For the Court: /s/ David D. Bird
Clerk of the Bankruptcy Court

RLF1 3615381v.1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: _____ Chapter 11

 Urban Brands, Inc., et al.,¹ Case No. 10-13005 (KJC)

 Debtors. Jointly Administered

**NOTICE OF COMMENCEMENT OF CHAPTER 11 BANKRUPTCY
CASES, MEETING OF CREDITORS AND FIXING OF CERTAIN DATES**

On September 21, 2010, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, (as amended, the "Bankruptcy Code"). The Debtors, and their respective addresses, case numbers, and federal tax identification numbers are as follows:

DEBTOR (Other names, if any, used by the Debtor in the last six years)	ADDRESS	CASE NO.	EID #
Urban Brands, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13005 (KJC)	51-0373678
100% Girls Ltd.	100 Metro Way, Secaucus, New Jersey 07094	10-13022 (KJC)	22-3614150
100% Girls of Georgia, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13009 (KJC)	22-3614159
100% Girls of New York, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13012 (KJC)	22-3572149
100 Percent Girls of New Jersey, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13034 (KJC)	22-3614167
A.S. Interactive, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13015 (KJC)	26-1793472
Ashley Stewart Ltd.	100 Metro Way, Secaucus, New Jersey 07094	10-13027 (KJC)	13-3614541
Ashley Stewart Apparel Corporation	100 Metro Way, Secaucus, New Jersey 07094	10-13057 (KJC)	22-3494049

¹ The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are Urban Brands, Inc. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), Ashley Stewart Ltd. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), Ashley Stewart Management Co., Inc. (4053), Ashley Stewart Woman Ltd. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carrizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), Urban Acquisition Corporation of New Jersey, Inc. (2976), Urban Acquisition Corporation of New York, Inc. (4103), and Urban Brands TM Holding Co. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

Ashley Stewart Clothing Company, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13016 (KJC)	22-3494051
Ashley Stewart Management Co., Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13006 (KJC)	22-3494053
Ashley Stewart Woman Ltd.	100 Metro Way, Secaucus, New Jersey 07094	10-13021 (KJC)	22-3614152
ASIL 6, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13004 (KJC)	22-3493996
ASNJ 10, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13056 (KJC)	22-3494004
Carrizo Alto Apparel Corporation	100 Metro Way, Secaucus, New Jersey 07094	10-13007 (KJC)	22-2234651
Church Street Retail, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13040 (KJC)	13-3665954
Kid Spot Ltd.	100 Metro Way, Secaucus, New Jersey 07094	10-13024 (KJC)	22-3612585
Kidspot of Delaware, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13008 (KJC)	22-3612596
Kidspot of Illinois, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13033 (KJC)	22-3612606
Kidspot of Michigan, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13053 (KJC)	22-3612603
Kidspot of New Jersey, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13020 (KJC)	22-3612601
Kidspot of Ohio, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13051 (KJC)	22-3664705
Kidspot of Pennsylvania, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13028 (KJC)	22-3612599
Kidspot of Texas, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13047 (KJC)	22-3623809
Large Apparel of Alabama, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13031 (KJC)	22-3700624
Large Apparel of California, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13032 (KJC)	22-3592129
Large Apparel of Connecticut, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13035 (KJC)	13-3695161
Large Apparel of District of Columbia, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13011 (KJC)	22-3528613
Large Apparel of Florida, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13026 (KJC)	22-3622209
Large Apparel of Georgia, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13038 (KJC)	22-3523894
Large Apparel of Illinois, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13017 (KJC)	13-3774650
Large Apparel of Indiana, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13019 (KJC)	22-3494055
Large Apparel of Louisiana, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13014 (KJC)	22-3623790
Large Apparel of Maryland, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13018 (KJC)	13-3695158
Large Apparel of Michigan, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13013 (KJC)	13-3819420
Large Apparel of Mississippi, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13023 (KJC)	22-3735913
Large Apparel of Missouri, Inc.	100 Metro Way, Secaucus, New Jersey 07094	10-13042 (KJC)	22-3592135

VALENTINO & ASSOC.
P.O. BOX 10418
SAN JUAN, PUERTO RICO
00922-0418

BMC GROUP INC
Attn: URBAN BRANDS CLAIMS PROCESSING
18750 LAKE DRIVE EAST
CHANNASSEN, MN 55317

FedEx International Air Waybill

Express

FedEx Tracking Number 8717 1199 6951 Form ID No. 0402

Origin Copy

Not all services and options are available to all destinations. Dangerous goods cannot be shipped using this Air Waybill.

1 From
 Date JAN 24, 2011 Sender's FedEx Account Number
 Sender's Name JAMILFREDO VALENTIN Phone 939-640-0062
 Company VALENTINO ASSOC.
 Address P.O. BOX 10418
 City SAN JUAN State PUERTO RICO
 Country PR ZIP 00922-0418

2 To
 Recipient's Name BMC Phone
 Company KTT: URBAN BRANDS CLAIMS PROCESSING
 Address 18750 LAKE DRIVE EAST
 City CHANDHASSEN State MINN
 Country US ZIP 55317

3 Shipment Information
 Total Packages 1 Total Weight 1.50 lbs. 0.68 kg
 Recipient's Tax ID Number for Customs Purposes
 e.g. GST/HST/VAT/INTRA, or as locally required

Has EHSIS been filed in AES? ☐ No EHSIS required, value \$2500 or less per Sct. B Number, For U.S. Export Only, Check One
☐ No EHSIS required, enter exemption number: ☐ Total Declared Value
☐ Yes - Enter AES proof of filing date: ☐ If other than NLB, enter License Exception: ☐ Total Value (Specify Currency)
 Commodity Description DETAIL REQUIRED Harmonized Code Country of Manufacture Value for Customs REQUIRED

4 Express Package Service
☒ 1 FedEx Intl. Priority ☐ 6 FedEx Intl. First
☐ 2 Other ☐ 3 FedEx Intl. Economy
 Available to select locations. Higher rates apply. FedEx Envelope and FedEx Pak. rate not available.

5 Packaging
☒ 6 FedEx Envelope ☐ 2 FedEx Pak ☐ 3 FedEx Box ☐ 4 FedEx Tube
☐ 1 Other ☐ PW FedEx 10kg Box* ☐ PX FedEx 25kg Box*
 *These unique brown boxes with special pricing are provided by FedEx for FedEx Intl. Priority only.

6 Special Handling
☐ 1 HOLD at FedEx Location ☐ 3 SATURDAY Delivery
 Available to select locations for FedEx Intl. Priority only.

7a Payment Bill transportation charges to:
☐ 1 Sender Acct. No. in Section 1 will be billed. ☐ 2 Recipient ☐ 3 Third Party ☐ 4 Credit Card ☒ 5 Check/Cheque
 FedEx Acct. No. Total Transportation
 Credit Card Exp. Date Specify Currency

7b Payment Bill duties and taxes to:
 All shipments may be subject to Customs charges, which FedEx does not estimate prior to clearance.
☐ 1 Sender Acct. No. in Section 1 will be billed. ☐ 2 Recipient ☐ 3 Third Party ☐ 5 Cash
 FedEx Acct. No. Check/Cheque

8 Your Internal Billing Reference
 First 24 characters will appear on invoice.

9 Required Signature
 Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill, and you represent that this shipment does not require a U.S. State Department License or contain dangerous goods. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract. **WARNING:** These commodities, technology, or software were exported from the United States in accordance with Export Administration Regulations. Diversion contrary to U.S. law prohibited.
 Sender's Signature: JAMILFREDO VALENTIN
 This is not authorization to deliver this shipment without a recipient signature.
 Received above shipment in good order and condition. We agree to pay all charges, including Customs duties and taxes as applicable, and we agree to the Conditions of Contract as stated on the reverse side of the Recipient's Copy.
 Recipient's Signature: [Signature]

FedEx Tracking Number 8717 1199 6951 0402

Origin Station ID STJAN **Destination Station ID** FBA1 **UNSA Routing** 11/13/11
 Received At 1 Reg. Stop 2 On-Call Stop 3 Drop Box 4 World Service Center
 Base Charges FedEx Charge FedEx Emp. # Date 1/24/11 Time
 Declared Val. Chrg. Other DPA Station
 Del. Counter Card Auth. Date Time
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