

**UNITED STATES BANKRUPTCY COURT – DELAWARE** **PROOF OF CLAIM**

**Name of Debtor:** Large Apparel of South Carolina, Inc. **Case Number:** 10-13037

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):**  
Dutch Square Limited Liability Company

**Name and address where notices should be sent:**  
Miller & Martin PLLC  
c/o Catherine Harrison King  
1170 Peachtree Street, NE, Suite 1170  
Atlanta, GA 30309-7706  
Telephone number: (404) 962-6100

**RECEIVED**  
**APR 21 2011**  
**BMC GROUP**

Check this box to indicate that this claim amends a previously filed claim  
**Court Claim Number:** 591  
*(If known)*  
**Filed on:** 1/21/2011

**Name and address where payment should be sent: (if different from above):**  
Dutch Square Limited Liability Company  
c/o Denise Dyer  
11501 Northlake Drive  
Cincinnati, OH 45249  
Telephone number: (513) 619-5026

Check here if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  
 Check this box if you are the debtor or trustee in this case.

**1. Amount of Claim as of Date Case Filed:** \$ 0.00  
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.  
 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.

**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:** Non-Residential Real Property Lease in Columbia, SC  
(See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

**3. Last four digits of any number by which creditor identifies debtor:** n/a  
**3a. Debtor may have scheduled account as:** \_\_\_\_\_  
(See instruction #3a on reverse side.)

Wages, salaries, or commissions (up to \$10,950\*) 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).

**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:**  Real Estate  Motor Vehicle  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:** \$ \_\_\_\_\_

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).  
 Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).  
 Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

**6. Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.


Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2).

**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 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:

**Amount entitled to priority:**  
\$ \_\_\_\_\_  
*\* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

**DATE:**  
04/29/2011

**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.  
*Catherine Harrison King*  
Catherine Harrison King, Counsel for Dutch Square Limited Liability Company

**FOR COURT USE ONLY**  
Urban Brands  
  
00780

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## STATEMENT OF ACCOUNT FOR PROOF OF CLAIM

**DEBTOR:       LARGE APPAREL OF SOUTH CAROLINA, INC.**

**CASE:           10-13037                           CHAPTER: 11**

**CLAIMANT:     DUTCH SQUARE LIMITED LIABILITY COMPANY**

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### SUMMARY OF DOCUMENTS

(The below listed documents are attached to claimant's previously filed claim, dated January 21, 2011, and are incorporated herein by reference.)

- Lease Agreement executed by and between Dutch Square Limited Liability Company and Catherine's, Inc. Delaware, dba Added Dimensions, dated October 4, 1996.
- Letter, dated July 2, 2001, from Catherines, Inc. to Phillips Edison Co.
- First Amendment to Lease Agreement executed by and between Dutch Square Limited Liability Company and Large Apparel of South Carolina, Inc., dba Ashley Stewart, dated January 9, 2007.
- Second Amendment to Lease Agreement executed by and between Dutch Square Limited Liability Company and Large Apparel of South Carolina, Inc., dba Ashley Stewart # 329, dated February 11, 2008.

(The below document is attached hereto.)

- Order, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006, (I) Approving the Assumption and Assignment of the Lease Between Large Apparel of South Carolina, Inc. and Dutch Square Limited Liability Co. to New Ashley Stewart Inc. and (II) Resolving Cure Objection, entered on March 21, 2011 (Docket No. 1164).

### SUMMARY OF CLAIM AMOUNT

Pursuant to the attached Order, Claimant's Lease has been assumed by Debtor. Claimant's owing cure amount was paid, and thus, Claimant reduces its claim to \$0.00.

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

In re: ) Chapter 11  
)  
UBI Liquidating Corp., et al.,<sup>1</sup> ) Case No. 10-13005 (KJC)  
)  
) Jointly Administered  
Debtors. )  
) Re: Docket Nos. 221, 808 and 1153

**ORDER, PURSUANT TO SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE  
AND BANKRUPTCY RULES 2002, 6004 AND 6006, (I) APPROVING THE  
ASSUMPTION AND ASSIGNMENT OF LEASE BETWEEN LARGE APPAREL OF  
SOUTH CAROLINA, INC. AND DUTCH SQUARE LIMITED LIABILITY CO.  
TO NEW ASHLEY STEWART INC. AND (II) RESOLVING CURE OBJECTION**

Pursuant to the *Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Establishing Assumption and Rejection Procedures for Certain Additional Executory Contracts and Unexpired Leases; (D) Approving Guidelines for Conducting Store Closing Sales; (E) Approving Agency Agreement; and (F) Extending the Deadline to Assume or Reject Unexpired*

<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (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), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo 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), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the "Sale Order"); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having properly filed and served a Notice of Assumption and Assignment of Unexpired Lease or Executory Contract (the "Assignment Notice")<sup>2</sup> in accordance with the terms of the Sale Order in respect of the assignment of the lease for Store Number 329, dated October 4, 1996, by and between Large Apparel of South Carolina, Inc. and Dutch Square Limited Liability Co. (the "Lease") to New Ashley Stewart Inc. (the "Assignee"); and no timely objections have been filed to the assumption and assignment of the Lease; and due and proper notice of the Sale Order and the Assignment Notice having been provided, and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefore,

NOW, IT IS HEREBY ORDERED THAT:

1. The assignment and assumption of the Lease is hereby approved.
2. The Debtors are authorized to assume and assign the Lease to the Assignee free and clear of all liens, claims and interests of any kind or nature, pursuant to sections 105(a), 363(f) and 365 of the Bankruptcy Code.
3. All objections with regard to the relief sought herein, if any, that have not been withdrawn, waived, or settled, are overruled on the merits.
4. Upon entry of this Order, the Assignee shall assume those obligations under the Lease accruing, relating, attributable or billed to the period after the date of entry of this Order with respect to the Lease.

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Assignment Notice.

5. Upon the assignment to the Assignee, the Lease shall be deemed valid and binding, in full force and effect in accordance with its terms, subject to the provisions of this Order and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any further liability thereunder, including for any breach of the Lease.

6. To the extent that any of the Debtors acts as a guarantor to the Lease (a "Debtor-Guarantor"), the Debtor-Guarantor shall have no obligations with respect to the Lease after the date of entry of this Order.

7. The cure amounts under section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Lease were established pursuant to paragraph 15 and paragraph 40 of the Sale Order. This Order hereby addresses and resolves the *Limited Objection of Dutch Square Limited Liability Company to Cure Amount [D.I. 104]* [Docket No. 221].

8. The landlords and any governmental agency shall accept and honor the assignment of the Lease to the Assignee.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Lease shall be transferred to the Assignee, upon the date of entry of this Order, and in each case shall be free and clear of (i) all liens and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, obligations, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, recapture, or termination of the interest of any Debtor or

Assignees, as the case may be, in the Leases or (B) in respect of any taxes (collectively, "Claims")).

10. The assignment of the Lease to the Assignee shall constitute a legal, valid, and effective transfer of the Lease and vests or shall vest the Assignee with all right, title, and interest to the applicable Lease free and clear of all Claims and liens (and any liens shall attach to the proceeds in the same order and priority and subject to all existing defenses, claims, setoffs and rights).

11. To the extent that any provisions in any assumption and assignment agreement conflict with this Order, the provisions of this Order shall govern.

12. The 14-day stay required of any assignment of the Lease pursuant to Bankruptcy Rule 6006(d) is hereby waived.

13. The Debtors are authorized to take any action or to execute and deliver to the Assignee any documents or other instruments as may be necessary to implement the terms of this Order and the assignment contemplated herein without further order from this Court.

14. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Dated: March 11, 2011  
Wilmington, Delaware

  
THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

MILLER  
& MARTIN  
PLLC

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April 20, 2011

**VIA FEDERAL EXPRESS**

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

**Re: In re: Large Apparel of South Carolina, Inc.  
Case Number 10-13037  
Chapter 11**

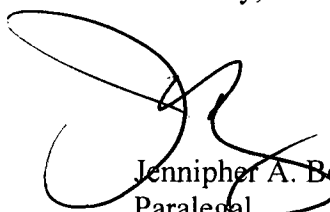
Dear Sir or Madam:

Enclosed please find one (1) original and one (1) copy of an Amended Proof of Claim to be filed on behalf of Dutch Square Limited Liability Company for the above-referenced matter.

Please file the original and return file-stamped copy to the undersigned in the enclosed pre-paid Federal Express envelope.

Should you have any questions, please feel free to contact me at 404-962-6131.

Sincerely,



Jennifer A. Borey  
Paralegal

/jab  
Enclosures