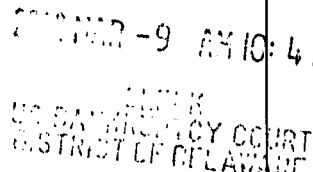
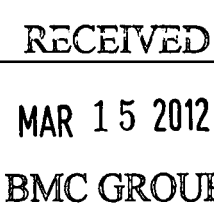


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: UrbanBrands Inc.		Case Number: 10-13005	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): GE Capital		COURT USE ONLY	
Name and address where notices should be sent: GE Capital 1010 Thomas Edison Blvd Cedar Rapids, IA 52404		<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known)	
Telephone number: (319) 841-7489 email: michelle.robinson@ge.com		Filed on: _____	
Name and address where payment should be sent (if different from above):			
Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
1. Amount of Claim as of Date Case Filed: \$ <u>4,280.26</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Leased Equipment</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 4 0 0 2	3a. Debtor may have scheduled account as: <u>4390454-002</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, 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 _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: <u>UCC</u> Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>4,280.26</u>	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	
<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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
		Amount entitled to priority: \$ _____	
*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.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			



BMC

7. Documents: Attached are 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. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Michelle Robinson
Title: Litigation Specialist
Company: GE Capital
Address and telephone number (if different from notice address above):

Michelle Robinson 3/8/12
(Signature) (Date)

Telephone number: _____ email: _____

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.

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, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is 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 delivering 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 an interested party objects to the 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:

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.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

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

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) 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. Credits:

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

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing 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. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. 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. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

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

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt 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 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 must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. 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.

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.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

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.

ACCOUNT NAME: URBAN BRANDS INC
 ACCOUNT SCHEDULE 4390454-003 BALANCE DUE SUMMARY
 By: Holly Stahr
 Case: 60279
 Petition Date: 9/21/2010

A. OPEN/ACCRUED ITEMS:

			7/1/2010, 8/1/2010, 9/1/2010, 10/1/2010, 12/1/2010, 6 11/1/2011	
# Months Billed				
Next Unbilled Payment Due Date:				
	<u>Monthly</u>		<u>No. Months</u>	<u>Aggregate</u>
	<u>Unit Cost</u>			
1) REGULAR PAYMENT	333.32	X	1	333.32
	581.98	X	1	581.98
2) LATE CHARGES	33.33	X	1	33.33
	58.20	X	2	116.40
	PRE-PETITION DUE			1,065.03
1) REGULAR PAYMENT	581.98	X	3	1,745.94
2) LATE CHARGES	58.20	X	2	116.40
	POST-PETITION DUE			931.17

B. PROPERTY TAX CHARGES:

	<u>Unit Cost</u>		<u>No. Months</u>	<u>Aggregate</u>
				0.00

C. REMAINING AMOUNTS DUE:

Months Remaining after Past due :

1. Remaining Payments Equipment Rental Charges:	
2. Remaining Payments Sales Tax:	0.00
3. Rental Stream Present Value @ 6% from Remaining Payments:	0.00
4. Residual:	2,586.29
5. Guaranteed Purchase Option:	0.00
TOTAL REMAINING PAYMENTS/PETITION:	2,586.29

D. TOTAL TRANSACTION TERMS:

Months 48 Planned End Date: 8/1/2011

D. Equipment

1. Equipment Sale Proceeds:	302.23
2. Letter of credit cashed:	0.00
3. Repossession/Resale Expenses:	0.00

GRAND TOTAL INCLUDING RESIDUAL 4,280.26

(This total does not include applicable legal fees which will be charged to the lessee)

Equipment description:

SEE DOCS

Canon

Canon Financial Services, Inc. ("CFS")
 Remittance Address: P.O. Box 4004
 Carol Stream, Illinois 60197-4004 (800) 220-0200

LEASE AGREEMENT

CFS-1014 (0605)

AUG 14 '07 AM 9:47

AGREEMENT NUMBER 3-190669-6

COMPANY LEGAL NAME Urban Brands Inc.	DBA	PHONE 201.319.9093
BILLING ADDRESS 100 Metro Way	CITY Secaucus	STATE NJ
EQUIPMENT ADDRESS SAME	CITY	STATE

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment*
1	TPW00085	ImageRUNNER C 4580i	48	\$552.00
	5W07610289	w/ ECOPY SSOP V4.0		

Term in months 48 * Plus Applicable Taxes
 Payment Frequency Monthly Quarterly Other

END OF TERM PURCHASE OPTION
 FAIR MARKET VALUE 10% \$ (estimated)
 \$100 Other \$ (estimated)

FIRST & LAST PAYMENT(S) + SECURITY DEPOSIT = TOTAL DUE AT SIGNING
 \$ 0 + \$ 0 = \$ 0
 Nonrefundable Check must accompany agreement

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH YES NO

If Yes, enter information in boxes above. Bank Routing Code and Customer's Account Number from bottom of check. THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED

CANON FINANCIAL SERVICES, INC.
 By: P. Zoni's
 Title: DSA
 Date: 8/10/07

AUTHORIZED CUSTOMER SIGNATURE
 By X: Michael Abate Title: VP Finance/Personnel
 Printed Name: Michael Abate
 Tax ID# 510 373 678 000 If proprietor, DOB _____
 By X _____ Title _____
 Printed Name _____

To Canon Financial Services, Inc. ("CFS")

ACCEPTANCE CERTIFICATE
 The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature X _____ Printed Name _____
 Title (if any) _____ Date _____

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a DELAWARE organized under the laws of the State of NJ, with its chief executive office at 100 Metro Way Secaucus, NJ 07094 and Customer leases from CFS, with its place of business at 150 Custer Drive, Suite 200 Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and add-ons to all such equipment (the "Equipment") upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment specified in Number and Amount of Payments section above and the 10% Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option price will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).

2. AGREEMENT PAYMENTS: Customer agrees to pay in advance to CFS, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").

3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under the Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

4. TERM OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel the Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts owed under the Agreement have been paid as provided and either (i) Customer has purchased the Equipment in accordance with the terms hereof or (ii) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned, (whether one or more are specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (together with any schedules or supplements thereto, the "Agreement") with the Customer identified above ("Customer") irrevocably and unconditionally jointly and severally, guarantees to CFS and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and CFS (collectively, the "Liabilities") if Customer shall fail to pay or perform all or any part of the Liabilities when due. The Guarantors agree, upon demand, to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantors agree that this is an absolute and continuing guaranty and that their liability under the Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether or not by operation of law.

If any payment applied by CFS to the Liabilities in the order set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of the Guaranty be deemed to have continued in existence, notwithstanding such application, and the Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 60 days prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under Schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS's rights under the Guaranty arising out of the Agreement or other agreements entered into prior to such date.

The Guarantors waive all damages, demands, prepayments and recovery of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantors further waive any (i) notice of the incurring of the Liabilities by Customer and the enforceability of this Guaranty, (ii) right to require set-off against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer and Customer's insolvency or reorganization. The Guarantors consent and agree that any (i) renewals and extensions of time of payment, (ii) release, substitution or compromise of or reduction upon the Equipment, other guarantors, jointly collateral and security and (iii) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any manner affecting the Guarantors' liability under the Guaranty.

The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN A STATE COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY, OR A FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN, NEW JERSEY, PROVIDED THAT CFS, AT ITS SOLE OPTION, MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. GUARANTOR BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantors agree that CFS may accept a facsimile copy of this Guaranty as an original, and that facsimile copies of the Guarantor's signature will be treated as an original and admissible as evidence of the Guaranty.

Printed Name _____ Signature X _____ (No Title) Date _____
 Address _____ Phone _____
 Printed Name _____ Signature X _____ (No Title) Date _____
 Address _____ Phone _____

6. **ADVANCE PAYMENTS; SECURITY DEPOSIT:** CFS may apply, but shall not be obligated to apply any "Advance Payment(s)" or "Security Deposit" specified above to cure any default of Customer, in which event Customer shall promptly return to CFS any amount so applied. In no event shall any advance payment or security deposit earn interest except where required by applicable law. No portion of any security deposit will be refunded to Customer until all of Customer's obligations hereon have been fully performed as expressly provided in this Agreement. If the "Non-refundable" box is checked, no portion of the security deposit will be refunded to Customer for any reason whatsoever.

7. **NO CFS WARRANTIES; CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OF THE LINE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purpose of making and prosecuting any such claim, the rights if any which CFS may have against the supplier, dealer or manufacturer or for breach of warranty or other representation regarding any item of Equipment. **CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.**

8. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement and Customer may not, for any reason, revoke that acceptance, however if Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referring to this Agreement. Customer shall be deemed to have irrevocably accepted the Equipment. CFS in the lease and Customer as the lessee of the Equipment under this Agreement. As between CFS and Customer only this Agreement shall supersede any Customer purchase order or its entirety. Customer agrees to waive any right of specific performance of the Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered if the Equipment is unavailable or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

9. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its consolidated documents filed with the appropriate government office or agency) is set forth herein. Upon request, Customer will deliver to CFS a good standing certificate and/or state certified constituent documents. The jurisdiction of organization of Customer is as set forth herein. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name, the location of its chief executive office or its corporate structure (including, without limitation, its jurisdiction of organization) unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.

10. **USE; FINANCING STATEMENTS:** Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party filing service designated by CFS) to access and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including items containing a broader description of the Equipment than the description set forth herein) and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs, if any. Customer acknowledges that when a request by law, CFS will file any notices and pay personal property tax as levied on the Equipment. Customer shall reimburse CFS for the expense of personal property taxes as imposed by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not and will not render its services to Customer and that the payment of such taxes is an administrative act. **ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.**

11. **MAINTENANCE; ALTERATIONS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. **TAXES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any item of the Equipment. The Payments payable under the Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer, if Customer fails to pay any such taxes, assessments, fees, expenses or charges as required by the Agreement, CFS shall have the right but not the obligation to pay these fees, assessments, taxes, expenses or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs, if any. Customer acknowledges that when a request by law, CFS will file any notices and pay personal property tax as levied on the Equipment. Customer shall reimburse CFS for the expense of personal property taxes as imposed by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not and will not render its services to Customer and that the payment of such taxes is an administrative act. **ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.**

13. **INSURANCE:** Customer, at its sole cost and expense, shall obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not to exceed \$3,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (1) all amounts then owed by Customer to CFS under this Agreement; (2) the present value of all remaining payments for the full term of the Agreement; (3) the "Residual Value," and the "Asset Value" shall be: (A) for an Agreement with a \$100 purchase option, \$100; (B) for an Agreement with no purchase option or a Full Market Value purchase option, the Full Market Value of the Equipment as defined in the terms hereof; and (C) for an Agreement with an Other or 179A Purchase Option, the amount indicated on the respective dollar amount of such Purchase Option on the face of this Agreement, plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under the Agreement, Payments shall be discounted at 9% per year. Customer hereby appoints CFS as Customer's attorney-in-fact to make a claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS's request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fee earned by it in connection with any insurance obtained under this Agreement. For as long as neither Customer nor CFS has obtained such insurance, Customer shall pay to CFS, upon demand, an amount equal to 3% of the Payment for each billing period.

14. **LOSS; DAMAGES:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under the Agreement. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with the equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (such equipment will become "Equipment" subject to the terms of this Agreement); or (b) pay CFS the Remaining Lease Balance (upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in the Equipment, in its then condition and location, without warranties of any kind).

15. **DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under the Agreement, except notice or remedy by CFS; (b) if Customer or any Guarantor ceases trading business as a going concern; (c) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition is presented or filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) if a receiver, trustee, conservator or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) if any statement, representation or warranty made by Customer or any Guarantor to CFS is violated in any material respect; (g) if Customer or any Guarantor defaults under any loan or credit agreement; or (h) if Customer or any Guarantor who is a natural person dies. **REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneous, and jointly and severally) and in any order: (a) to declare all unpaid Payments and other amounts due and payable under the Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to take possession of any or all of the Equipment (and Customer authorizes and empowers CFS to enter upon the premises whenever the Equipment may be found) and (d) to take any Equipment and other sums paid under this Agreement; or (e) to lease the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payment under the new Agreement; or (f) to sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (g) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition as following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare the Equipment prior to sale; (iii) may declare warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be held to the Remaining Lease Balance and any other amounts due under the Agreement.

16. **LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under the Agreement on or before the applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or ten dollars (\$10) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in enforcing any of its rights or remedies under the Agreement or in enforcing any of the terms or provisions of the Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not such is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

17. **ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART NOR SHALL CUSTOMER SUBLET OR LEASE ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS.** CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations which CFS will continue to perform. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including without limitation, claims, defenses or set-offs arising out of services obligations, if any, under the Agreement. If Customer is given notice of any such transfer, Customer agrees, if so directed thereon, to pay directly to the new owner all or any part of the amounts payable hereunder.

18. **RENEWAL; RETURN:** Except in the case of an Agreement containing a \$100 purchase option, this Agreement shall automatically renew on a month to month basis at the same Payment amount and frequency unless Customer, at least sixty (60) days before the end of the scheduled term or any renewal term, either (i) exercises the purchase option in accordance with the terms hereof or (ii) sends to CFS written notice that Customer does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. CFS may cancel the automatic renewal term by, at least sixty (60) days before the end of any term, sending the Customer written notice that CFS does not want the Agreement to renew. Unless this Agreement automatically renews or Customer purchases the Equipment as provided in this Agreement, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. If for any reason Customer shall fail to return the Equipment to CFS as provided in the Agreement by the last day of the applicable term, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such duty is delayed.

19. **PURCHASE OPTION:** (A) **END OF TERM PURCHASE OPTION:** Customer shall give CFS sixty (60) days prior irrevocable written notice (unless the Purchase Option is \$100) that it will purchase all of the Equipment at the end of the initial term or any renewal term for the purchase option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) **PRIOR TO MATURITY PURCHASE:** Customer may, at any time upon any (60) days irrevocable written notice purchase all (but not less than all) of the Equipment at a price equal to the sum of all remaining Payments plus the Full Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Full Market Value" shall be CFS's retail price at the time Customer notifies CFS of its intent to purchase the Equipment, but not less than 20% of the total cost of the Equipment. Equipment purchased shall not be available to Customer if a default hereunder has occurred and as continuing upon proper notice and payment by Customer of the amount specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. **WARRANTY OF BUSINESS PURPOSE:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

21. **PERSONAL PROPERTY:** The Equipment shall remain personal property regardless of whether it becomes attached to real property or permanently rests upon any real property or any improvement to real property.

22. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of true price differential or interest, as applicable permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the Agreement, in reverse order of maturity, and thereafter shall be refunded. If the Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

23. **UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.**

24. **WAIVER OF OFFSET:** The Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such changes to the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under the Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. **NOTICES:** All notices required or permitted under the Agreement shall be sufficient if delivered personally, sent by facsimile, or mailed to such party at the address set forth in the Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after 48 hours received via U.S. Mail, express delivery, or facsimile machine.

26. **FACSIMILE ACCEPTANCE:** Customer agrees that CFS may accept a facsimile copy of this Agreement or any Acceptance Certificate as an original, and that facsimile copies of Customer's signature will be treated as an original for all purposes.

27. **NON-WAIVER:** No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation which Customer is in default.

28. **IRREVOCABLE:** If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. The Customer's representations, warranties, and covenants under the Agreement shall survive the delivery and return of the Equipment. Any provision of the Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction or, as to such jurisdiction, unenforceable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert, amend, delete or correct information on the Agreement including the Equipment's description, serial number, and location, otherwise, the Agreement contains the entire arrangement between Customer and CFS and no modifications of the Agreement shall be effective unless in writing and signed by the parties.

29. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURTONTON NEW JERSEY, OR AT CFS'S SOLE OPTION IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND COMMENCEMENT OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

CFS-1014 (08/05) Initial



Canon Financial Services, Inc.

Addendum to Agreement

WHEREAS, Canon Financial Services, Inc. ("CFS") and Urban Brands Inc. ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement are changed as follows:

- 7. Acceptance; Delivery: On the 2nd Line delete "ten (10)" and replace with "thirty (30)". Delete last sentence.
- 10. Indemnity: At the end of the first sentence, insert [except due to CFS' gross negligence]
- 12. Taxes; Other Fees and Charges: Delete the last sentence.
- 13. Insurance: In the second sentence after "and with companies" add the word "reasonably".
- 15. Default: At the end of subsection (a) insert "and such default is not cured within 30 days after notice hereof from CFS.
- 16. Remedies: In subsection (c) delete "with or without notice, demand or legal process" and replace with "with notice, demand or legal process." In third line after "and Customer authorizes and empowers CFS to enter premises wherever the equipment may be found" insert "and needs to be accompanied by Customer representative."
- 17. Late Charge: In first sentence replace [on or before the applicable due date] with [in 10 days]. Delete last sentence.
- 19. Renewal; Return: On third and last line delete "60" and replace with "90".
- 27. Facsimile Acceptance: In first sentence, after "CFS" insert "Customer". After facsimile copies of customer", insert "and CFS".

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CFS.

<p>GUARANTOR(S)</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>By: _____</p> <p>Printed Name: _____</p> <hr/> <p>CANON FINANCIAL SERVICES, INC.</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>DSF</u></p> <p>Date: <u>2-28-07</u></p>	<p>CUSTOMER</p> <p>By: <u>[Signature]</u></p> <p>Printed Name: <u>MICHAEL A. ABATE</u></p> <p>Title: <u>Vice President/Treasurer</u></p> <hr/> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
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GE Capital Commercial Finance

Vendor Financial Services
1010 Thomas Edison Blvd
Cedar Rapids, IA 52404

March 8, 2012

United States Bankruptcy Court
District of Delaware
Clerk's Office
824 Market Street, 3rd Floor
Wilmington, DE 19801

FILED
2012 MAR -9 AM 10:41
CLERK'S OFFICE
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Re: In re: Urban Brands, Inc.
Case No. 10-13005

Dear Sir/Madam:

Enclosed are an original and three copies of a signed Proof of Claim. Please file the Proof of Claim in the above-referenced case and return a file-stamped copy of the Proof of Claim to us in the enclosed self-addressed stamped envelope.

Thank you in advance for your assistance.

Sincerely,

Michelle Robinson
Litigation Specialist

Phone: (319) 841-7489
Fax : (866) 577-4698

CC: Litigation File

FedEx[®] US Airbill

Tracking Number

8726 8134 8953

Form No. 0200

Recipients Copy

1 From **3/14/12**

Date **3/14/12**

Sender's Name **BMC**

Company **BMC**

Address **12150 30th Avenue East**

City **Phoenix** State **AZ** ZIP **85027**

2 Your Internal Billing Reference **RECEIVED**

3 To Recipients Name **BMC GROUP** Phone **MAR 15 2012**

Company **BMC GROUP**

Address **12150 30th Avenue East**

City **Phoenix** State **AZ** ZIP **85027**



4a Express Package Service **1** *To select location:
 FedEx Priority Overnight FedEx Standard Overnight FedEx First Overnight
Shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx 2Day FedEx Express Saver
Shipments will be delivered on Monday unless SATURDAY Delivery is selected.

4b Express Freight Service **2** **To select location. Packages over 150 lbs.
 FedEx 1Day[®] Freight FedEx 1Day[®] Freight Economy (to be delivered on Monday unless SATURDAY Delivery is selected.)
 FedEx 2Day Freight FedEx 3Day Freight
Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx 3Day Freight
Third business day. Saturday Delivery NOT available.

5 Packaging **3** *Declared value limits \$500.
 FedEx FedEx Pak[®] FedEx FedEx Other
Includes FedEx Small Pak and FedEx Large Pak.

6 Special Handling and Delivery Signature Options
 SATURDAY Delivery Signature Required
NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day freight.

Does this shipment contain dangerous goods?
 No Yes
Package may be left without obtaining a signature for delivery. **See special instructions.**

7 Payment Bill to:
 Sender Recipient Third Party Credit Card Cash/Check
 No Yes Direct Signature Indirect Signature
Shipper's Declaration not required. Signature is required at recipient's address may sign for delivery. Per residential deliveries only. See special instructions.

Total Packages **1** Total Weight **1.00** lbs. \$ **6.06** Total Declared Value¹ **6.06** Credit Card Num. **606**

Terms And Conditions

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available upon request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

• We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for a FedEx Envelope or FedEx Pak shipment is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$1,000.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$500, \$1,000, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1-800-GoFedEx 1-800-463-3339 to report a claim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.