

**Exhibit A**

**(Stipulation)**

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

In re:	)	<b>Chapter 11</b>
	)	
UBI Liquidating Corp., <u>et al.</u> , <sup>1</sup>	)	<b>Case No. 10-13005 (KJC)</b>
	)	
Debtors.	)	<b>Jointly Administered</b>
	)	

**STIPULATION GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

The UBI Liquidating Trust (the "Trust"), the liquidating trust created pursuant to the *Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code*, dated July 20, 2011 [Docket No. 1384] (as confirmed by the *Order Confirming the Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* [Docket No. 1447]), and Carmen Cao ("Cao," and together with the Trust, the "Parties"), hereby enter into this stipulation (the "Stipulation") and stipulate as follows:

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<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.

## RECITALS

A. WHEREAS, on September 21, 2010, each of the above-captioned debtors (the "Debtors") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

B. WHEREAS, on November 5, 2010, Cao commenced an action against certain of the Debtors in the Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-9261-10.

C. WHEREAS, on October 19, 2011, the Court entered the *Order Confirming the Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* [Docket No. 1447] confirming the *Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code*, dated July 20, 2011 [Docket No. 1384] (as modified, the "Plan").

D. WHEREAS, on December 1, 2011, the Plan became effective.

E. WHEREAS, the Parties have engaged in good faith, arm's length negotiations and have agreed to permit Cao relief from the automatic stay as set forth herein solely for the purposes of (i) prosecuting the complaint filed against certain of the above-captioned debtors (the "Complaint") in the State Court Action, and (ii) to the extent insurance coverage is applicable and liability is established, collecting available insurance proceeds, if any.

F. WHEREAS, Cao further agrees to limit any and all recovery against the Debtors in the State Court Action to the Debtors' available insurance proceeds, if any.

G. WHEREAS, the Parties entered into this Stipulation to modify the automatic stay to allow Cao to proceed with the State Court Action.

H. NOW THEREFORE, the Trust and Cao HEREBY STIPULATE AND AGREE as follows:

## STIPULATION

1. The Recitals are true and correct and are incorporated herein by reference.
2. This Stipulation is subject to the Court's approval and shall be of no force and effect unless and until approved by the Court.
3. The automatic stay imposed under section 362(a) of the Bankruptcy Code is modified to permit Cao to proceed with the State Court Action solely for the limited purposes of (i) prosecuting the Complaint in the State Court Action, and (ii) to the extent insurance coverage is applicable and liability is established, collecting available insurance proceeds, if any, from any insurer under any applicable insurance policy.
4. Cao hereby agrees that collection of any judgment or settlement in the State Court Action shall be limited to any available insurance proceeds, up to the limits of the applicable insurance policy or policies.
5. To the extent that a judgment or settlement is not fully satisfied by any available insurance proceeds, Cao hereby waives any claim against and agrees that he will not seek in any manner to receive distribution of money or property of or from the Debtors' estates or any of their agents, affiliates, or successors-in-interest with respect to the causes of action identified in the Complaint. In any and all events, Cao shall be limited, in respect to any judgment against the Debtors or any settlement of the State Court Action, to recovery from available insurance proceeds, if any.
6. Upon entry of the order approving the Stipulation, any and all claims, proofs of claim, scheduled claims, administrative claims, motions or requests for payment filed and/or asserted, or which could have been filed and/or asserted, by Cao against the Debtors' estates with respect to or related to the claims asserted in the State Court Action shall be deemed satisfied,

waived and/or withdrawn with prejudice. This includes, but is not limited to, payments made on any claim under section 502(h) of the Bankruptcy Code.

7. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

8. The Parties hereby acknowledge and agree that this Stipulation is entered into solely for the convenience of the Parties and neither this Stipulation nor the fact of its execution will constitute any admission or acknowledgement or liability or wrongdoing on the part of any of the Parties or any insurer. The Parties will not offer this Stipulation or the fact of its execution into evidence in any proceeding other than a proceeding to approve or enforce this Stipulation or any of its terms. The Parties preserve all rights, claims and defenses in the State Court Action and any appeal.

9. Nothing herein (i) alters or amends the terms and conditions of any insurance policies issued to the Debtors or of any related agreements; relieves the Debtors of any of their obligations to their insurers; or creates or permits a direct right of action by Cao against any insurer or (ii) precludes or limits, in any way, the rights of any insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under any alleged applicable policy.

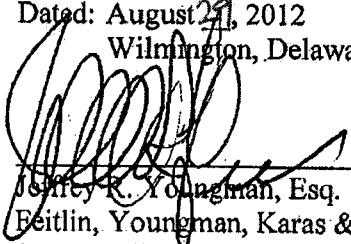
10. All representations, warranties, inducements, and/or statements of intention made by the Parties that relate to this Stipulation are embodied in the Stipulation, and none of the Parties relied upon, shall be bound by, or shall be liable for any alleged representation, warranty, inducement, or statement of intention that is not expressly set forth in this Stipulation.

11. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Stipulation may be executed by facsimile or PDF signatures, and such facsimile or PDF

signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier or mail, although it is the Parties' intention to deliver original signatures after delivery of facsimile or PDF signatures.

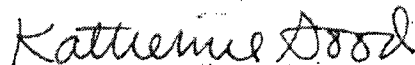
12. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation.

Dated: August 21, 2012  
Wilmington, Delaware



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