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

In re:

URBAN BRANDS, INC., et al.

Case No. 10-13005 (KJC)

Chapter 11

Debtor.

Jointly Administered

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**OBJECTION OF RAMCO JACKSONVILLE, LLC  
TO DEBTORS' NOTICE OF PROPOSED LEASE CURE AMOUNT**

Landlord, Ramco Jacksonville, LLC ("Landlord"), by its undersigned counsel, Kupelian Ormond & Magy, P.C., hereby submits its Objection to the Debtor's Notice of Proposed Lease Cure Amount (the "Schedule") as follows:

1. On or about September 21, 2010 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Debtor continues to act as a debtor-in-possession pursuant to Bankruptcy Code §§1107 and 1108.

2. Landlord and Debtor, Large Apparel of Florida, Inc. are parties to a Lease Agreement dated September 28, 2006 (the "Lease"), pursuant to which Landlord is a lessor for one of the Debtor's locations which is located at an address commonly known as 13221 City Station Drive, Ste. 145, Jacksonville, Florida 32218 in the River City Marketplace Shopping Center (identified on the cure amount schedule as Store Number 414).

3. The Landlord's premises is located in a shopping center, as that term is used in 11 U.S.C. §365(b)(3). See *In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990). Accordingly, the Landlord is entitled to the protections that Bankruptcy Code §365(b)(3) grants to landlords of shopping centers.

4. On September 29, 2010, the Debtors served their Notice of Intent (*Notice of Executory Contracts and Unexpired Leases Which May Be Assumed and Assigned, Pursuant to Section 365 of the Bankruptcy Code, in Connection with the Sale of Substantially All of the Debtors' Assets and the Proposed Cure Amounts with Respect Thereto*) on Landlord (the "Notice").

5. On September 29, 2010, the Debtors served their Corrected Notice of Intent (*Corrected Notice of Executory Contracts and Unexpired Leases Which May Be Assumed and Assigned, Pursuant to Section 365 of the Bankruptcy Code, in Connection with the Sale of Substantially All of the Debtors' Assets and the Proposed Cure Amounts with Respect Thereto*) on Landlord. (the "Amended Notice")

6. On October 4, 2010, the Court entered its Order (A) Establishing Bidding and Auction Procedures Related to the Sale of Substantially All of the Debtors' Assets; (B) Approving Related Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Establishing Certain Notice Procedures for Determining Cure Amounts For Executory Contracts and Leases to be Assigned; and (E) Granting Certain Related Relief providing among other things, a procedure by which to object to proposed cure amounts (the "Order"), providing among other things, a procedure by which to object to proposed cure amounts.

7. Landlord hereby objects to the Debtor's proposed cure amount identified on the schedule to the Amended Notice, in the amount of \$10,207.74.

8. As of the date of the objection, the correct cure amount is set forth below (each a “Cure Claim” and collectively “Cure Claims”. The claim set forth is the base cure claim amount subject to additional qualifications and modifications (such as reimbursement of attorney’s fees) as more fully set forth below:

<b>Debtor’s Store #</b>	<b>Landlord</b>	<b>Shopping Center</b>	<b>Landlord’s Cure Claim</b>	<b>Debtor’s Proposed Cure Claim</b>	<b>Exhibit</b>
414	Ramco Jacksonville, LLC	River City Marketplace	<b>\$22,722.35</b> (Base Rent \$13,321.88; CAM \$ 4,735.99; State Tax \$1,388.48; Tax \$1776.00; Attorney’s Fees \$1,500)	\$ 10,207.74	A

9. The contact information for the Landlord to discuss this cure objection is:

David M. Blau, Esq.  
[dmb@kompc.com](mailto:dmb@kompc.com)  
 Fax: (248) 357-7488  
 Telephone: (248) 351-8361

10. Landlord reserves its right to amend its Cure Claim to account for year-end adjustments, including without limitation, adjustments for the year 2010 and further amounts allowed by applicable bankruptcy and non-bankruptcy law, which have not yet been billed or have not yet become due under the terms of the Lease.

11. Section 365(b) requires that a debtor cure all defaults in conjunction with a lease assumption. Since certain accrued, unbilled items may not have been invoiced to date, there can be no default for the failure to pay same. Nevertheless, Debtors and any proposed assignee must acknowledge, and any Order approving Cure Claims and assumption or assumption and assignment of any Landlords’ Leases should provide, that the proposed assignee (or Debtors, if they assume the Leases themselves) shall be liable for the unbilled items, even though they may

cover, wholly or partially, a pre-petition and/or pre-assumption period of time, and that payment of year end adjustments will be made by the assignee when due pursuant to the terms of the Leases.

12. Landlord further requests that it be reimbursed as part of the Cure Claim for all of its actual pecuniary losses, including, but not limited to, attorneys' fees and costs expended with regard to Debtors' bankruptcy proceedings.

13. In addition to monetary obligations that Debtors must satisfy under Section 365 of the Bankruptcy Code, Landlord's Lease also provides that Debtors must indemnify and hold Landlord harmless with regard to existing claims as well as with regard to events which may have occurred pre-assumption but which are not made known to Landlord or Debtors until some period post-assumption. Accordingly, either the assignee must assume all indemnification liabilities or Debtors must be required to evidence, or obtain adequate insurance in order to guaranty that their indemnity responsibilities will be met. Claims for indemnity may include, but are not limited to, claims for personal injuries which occur at the leaseholds, where Landlord is joined as a party defendant, damage, and destruction to the property by Debtors or their agents, claims for environmental damage or environmental clean up *etc.*

14. Landlord reserves the right to increase or further reconcile the cure claim set forth herein for items such as, but not limited to, claims for rent, taxes, common area maintenance, costs, fees, and any additional cure amounts due under the Lease, as the Debtor is still in the property and are accruing expenses. Landlord also reserves the right to object to any proposed assignee.

15. Landlord further joins in any/all objections filed by Debtors' other landlords to the extent that such objections are not inconsistent with the assertions contained in the Objection, and also herein.

WHEREFORE, Landlord respectfully request entry of an order establishing the cure claim for its Lease to be set at the amount set forth above, together with attorneys' fees, any additional pecuniary losses and such additional amounts as may become due prior to any Lease assumption and/or assignment; and such other and further relief as may be just and required under all circumstances.

Dated: October 14, 2010

**Kupelian Ormond & Magy, P.C.**

By: /s/ David M. Blau  
David M. Blau, Esq.  
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Counsel for Ramco Jacksonville, LLC

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**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing *Objection of Ramco Jacksonville, LLC to Debtor's Notice of Proposed Lease Cure Amount* was sent to all creditors and parties-in-interest who are included in the Bankruptcy Court's ECF e-mail notification system and to the following by US Mail and facsimile:

Mark D. Collins, Esq.  
Michael J. Merchant, Esq.  
Richards, Layton & Finger, P.A.  
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Laura Weil  
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100 Metro Way  
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Steven J. Reisman, Esq.  
Timothy A. Barnes, Esq.  
Curtis, Mallet-Prevost, Colt & Mosle, LLP  
101 Park Ave.  
New York, NY 10178  
(212) 697-1559

Dated: October 14, 2010

By: /s/ David M. Blau  
David M. Blau

**Ramco-Gershenson Properties, L.P.**  
**31500 NORTHWESTERN HIGHWAY, SUITE 300**  
**FARMINGTON HILLS, MI 48334**  
**PHONE: 248/350-9900 FACSIMILE: 248/350-9925**

10/14/2010,3:46 PM

**RE: Urban Brands, Inc. dba Ashley Stewart**  
**740-01 River City Marketplace**

**FILED CHAPTER 11: 9/21/2010**  
**LEASE ASSUMED:**  
**TENANT VACATED:**  
**LEASE REJECTED:**

**LEASE EXPIRES: 2/28/2017**  
**SECURITY DEPOSIT: \$0.00**

PERIOD	CHARGE TYPE	AMOUNT	PRE-PETITION BALANCE THRU 9/20/10	PAID POST-PETITION	DUE POST-PETITION FROM 9/20/10
1/1/2010	CAM	655.99	655.99	0.00	0.00
1/1/2010	State Tax	45.91	45.91	0.00	0.00
1/1/2010	Tax	98.00	98.00	0.00	0.00
1/1/2010	State Tax	6.86	6.86	0.00	0.00
3/26/2010	State Tax	0.11	0.11	0.00	0.00
9/1/2010	Base Rent	6,660.94	4,440.60	0.00	2,220.34
9/1/2010	State Tax	466.27	310.80	0.00	155.47
9/1/2010	CAM	2,040.00	1,360.00	0.00	680.00
9/1/2010	State Tax	142.80	95.20	0.00	47.60
9/1/2010	Tax	839.00	559.40	0.00	279.60
9/1/2010	State Tax	58.73	39.20	0.00	19.53
10/1/2010	Base Rent	6,660.94	0.00	0.00	6,660.94
10/1/2010	State Tax	466.27	0.00	0.00	466.27
10/1/2010	CAM	2,040.00	0.00	0.00	2,040.00
10/1/2010	State Tax	142.80	0.00	0.00	142.80
10/1/2010	Tax	839.00	0.00	0.00	839.00
10/1/2010	State Tax	58.73	0.00	0.00	58.73
<b>TOTAL DUE</b>		<b>21,222.35</b>	<b>7,612.07</b>	<b>0.00</b>	<b>13,610.28</b>