

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

In Re:)	Chapter 11
)	
Urban Brands, Inc., et al,)	10-13005 (KJC
)	
Debtors.)	(Jointly Administered)
)	Objection Deadline: October 19, 2010 @ 4:00 p.m.
)	Hearing Date: October 27, 2010 @ 11:00 a.m.
)	Ref. D.I. No. 34 and 104

**OBJECTION OF CENTRO GA APOLLO II SUB LLC TO PROPOSED CURE
AMOUNTS**

Centro GA Apollo II Sub LLC (“Centro”), by and through the undersigned counsel, for their objection to the debtors’ proposed cure amounts, state as follows:

1. This is a contested matter pursuant to Bankruptcy Rules 6006(b) and 9014.
2. Jurisdiction is based upon 28 U.S.C. §1334.
3. This is a core proceeding within the meaning of 28 U.S.C. §157(b).
4. Centro is the landlord of Wynnewood Shopping Center in Dallas, Texas, in which one of the Debtors is a tenant, store number 232.
5. Bankruptcy Code Section 365(b)(2), governs the financial obligations of a debtor which wishes to assume and assign a lease. Section 365(b) provides in pertinent part as follows:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee--

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

(Emphasis added).

6. Centro asserts that the requirements of Section 365(b)(1)(B) include compensation to the landlord for sums incurred for attorneys' fees in connection with the bankruptcy case. *See, In re: F&N Acquisition Corp.*, 152 B.R. 304 (W.D.Wash. 1993); *In re: Westworld Community Healthcare, Inc.*, 95 B.R. 730 (C.D.Cal. 1989); *In re: Westview 74th Street Drug Company*, 59 B.R. 747 (Bankr. S.D.N.Y. 1986); *In re: A. Tarricone*, 70 B.R. 464 (Bankr. S.D.N.Y. 1987); *In re: Ryan's Subs, Inc.*, 25 Bankr. Ct. Dec. 649 (W.D.Md. 1994); and *In re: Child World, Inc.*, 161 B.R. 349 (S.D.N.Y. 1993) (Section 365(b)(1)(B) allows for recovery of attorneys' fees if based upon the language of the lease). The Centro lease in Section 21.5 has language which requires the reimbursement of attorneys' fees in connection with proceedings of this kind.

7. The amount stated by the Debtors in their table of estimated cure amounts is incorrect as to Centro. The correct cure amounts through September 31, 2010, including estimated pecuniary losses incurred by the landlords, but not including additional amounts due after September 31, 2010, and year-end adjustments for common area maintenance, taxes and other lease related charges are as follows:

<u>Location</u>	<u>Landlord's Cure Amount</u>	<u>Attorneys' Fees</u>
Wynnewood	\$4,180.84	\$1,500.00

A copy of the Account Status Report showing all amounts due and owing for the Wynnewood location is attached hereto as "Exhibit A."

Wherefore, Centro GA Apollo II Sub LLC prays that the Court require the Debtors to cure all amounts due and owing pursuant to the Wynnewood lease and the Bankruptcy Code prior to the authorization of an assumption and assignment, and that the Court award Centro their costs and attorneys' fees incurred in this proceeding.

Date: October 15, 2010

COOCH AND TAYLOR, P.A.

/s/ Susan E. Kaufman

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