

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X Chapter 11
In re: Case No. 10-13005 (KJC)
URBAN BRANDS, INC.,
et al.,
Debtors.

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**OBJECTIONS OF THOR EASTPOINT MALL, LLC AND
THOR GALLERY AT MILITARY CIRCLE, LLC TO DEBTORS'
PROPOSED CURE AMOUNT FOR NONRESIDENTIAL REAL PROPERTY LEASE**

Landlords Thor Eastpoint Mall, LLC (“Thor Eastpoint”) and Thor Gallery at Military Circle, LLC (“Thor Military Circle”), by their attorneys, Matalon ♦ Shweky ♦ Elman PLLC, hereby object to the Debtors’ proposed cure amount in Debtor’s 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 (the “Cure Notice”). In support of their objection, Thor Eastpoint and Thor Military Circle state as follows:

1. Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code on September 21, 2010.
2. On or about September 30, 2010, Debtors filed the Cure Notice.
3. Thor Eastpoint is the landlord for Debtors’ retail store at the shopping center known as Eastpoint Mall (the “Eastpoint Premises”). Thor Military Circle is the landlord for one of Debtors’ retail stores (space 1113) at the shopping center known as Gallery at Military Circle (the “Military Circle Premises”).

4. The Cure Notice understates the actual amounts due and owing by the Debtors to Thor Eastpoint and Thor Military Circle for pre-petition rent and additional rent.

5. While the Debtor's stated cure amount for the Eastpoint Premises is \$21,329.90, the actual cure amount is \$26,304.13. A true and accurate aged delinquencies report for the Eastpoint Premises is attached as Exhibit A and is incorporated herein by reference. Exhibit A indicates that (a) \$29,592.27 is due and owing for rent and additional rent owed through September 30, 2010 for the Eastpoint Premises and (b) the pro-rated rent for the post-petition period (September 22-30, 2010) is \$3,288.14. Accordingly, the proper cure amount is \$26,304.13, provided the Debtor pays the stub rent and additional rent for September 22-30, 2010. The stub rent has not been paid but Debtor has indicated that it will be paid. Further, in the event the lease with Thor Eastpoint is assumed, any cure amount should specifically include amounts which may accrue and remain unpaid under the lease through the date of assumption of the lease.

6. While the Debtor's stated cure amount for the Military Circle Premises is \$24,983.42, the actual cure amount is \$25,327.31. A true and accurate aged delinquencies report for the Military Circle Premises is attached as Exhibit B and is incorporated herein by reference. Exhibit B indicates that (a) \$27,829.10 is due and owing for rent and additional rent through September 30, 2010 for the Military Circle Premises and (b) the pro-rated rent for the post-petition period (September 22-30, 2010) is \$2,501.86. Accordingly, the proper cure amount is \$25,327.31, provided Debtor pays the stub rent and additional rent for September 22-30, 2010. The stub rent has not been paid but Debtor has indicated that it will be paid. Further, in the event

