

EXHIBIT A

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

In re:	:	Chapter 11
	:	
UBI Liquidating Corp., <i>et al.</i> , ¹	:	Case No. 10-13005 (KJC)
	:	Jointly Administered
Debtors.	:	Related to Docket No. 295

**ORDER APPROVING APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS PURSUANT TO SECTIONS 328(a) AND 1103(a) OF THE
BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE
2014(a) FOR AUTHORIZATION TO RETAIN AND EMPLOY LOUGHLIN MEGHJI +
COMPANY AS FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS NUNC PRO TUNC TO OCTOBER 5, 2010**

Upon consideration of the *Application of the Official Committee of Unsecured Creditors Pursuant to Sections 328(a) and 1103(a) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014(a) for Authorization to Retain and Employ Loughlin Meghji + Company as Financial Advisor for the Official Committee of Unsecured Creditors Nunc Pro Tunc to October 5, 2010* (the "Application"),² filed by and through the proposed undersigned counsel for the Official Committee of Unsecured Creditors (the "Committee") pursuant to

¹ 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.

² Terms not otherwise defined herein, shall have the meanings ascribed to them in the Application.

sections 328(a) and 1103 of Title 11 of the United States Code (the “Bankruptcy Code”) and Federal Rule of Bankruptcy Procedure 2014(a); the Court finds that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. The Court further finds that this is a core proceeding pursuant to 28 U.S.C. § 157. After reviewing the Affidavit of Kenneth Simon (the “Simon Affidavit”), Managing Director with the firm Loughlin Meghji + Company (“LM + Co”), in support of the Application, the Court finds that (i) the proposed employment of LM + Co as financial advisor for the Committee is in the best interest of the Committee and Debtors’ estates and (ii) LM + Co, as financial advisor do not represent or hold any interest adverse to the Committee and Debtors’ estates and are disinterested under section 101(14) of the Bankruptcy Code, as modified by section 1103(b) of the Bankruptcy Code. The Court further finds that due and proper notice of the Application having been provided to (i) the United States Trustee for the District of Delaware; (ii) counsel for the Debtors; (iii) counsel for the Debtors’ prepetition secured lenders; and (iv) those parties entitled to notice pursuant to Bankruptcy Rule 2002, in accordance with Local Rule 2002-1(b) and after due deliberation and sufficient cause appearing therefore, the Application should be granted subject to the terms set forth below.

IT IS HEREBY ORDERED that the Application is **GRANTED** pursuant to 11 U.S.C. §§ 328(a) and 1103 for the purposes set forth in the Application and the Simon Affidavit, effective as of October 5, 2010; and it is further

ORDERED that LM + Co shall be compensated for its services and reimbursed for any related expenses in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable provisions for the Federal Rules of Bankruptcy Procedures, the Local Bankruptcy Rules and such other procedures as may be fixed by administrative or other order of this Court for the compensation and reimbursement of professionals; and it is further

ORDERED that the indemnification provisions of the Engagement Letter are approved, subject during the pendency of these chapter 11 cases to the following:

(a) The third full paragraph of Section 4. Indemnification of the General Business Terms of the Engagement Letter, a copy of which is attached to the Application, is deleted in its entirety;

(b) LM+Co shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

(c) Notwithstanding any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify LM+Co, or provide contribution or reimbursement to LM+Co, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from LM+Co's gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of LM+Co's contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to LM+Co's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which LM+Co should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by this Order; and

(d) If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these Chapter 11 cases, LM+Co believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification,

contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, LM+Co must file an application therefore in this Court, and the Debtors may not pay any such amounts to LM+Co before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by LM+Co for indemnification, contribution or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify LM+Co.

ORDERED that this Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: _____, 2010

The Honorable Kevin J. Carey
United States Bankruptcy Chief Judge