

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor:

Marianne USPR, Inc.

Case Number:

10-13030

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

4732-PLAZA CAROLINA MALL, L P

4732 MAR 11/11

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

Barcode, 25641046006283, 4732-PLAZA CAROLINA MALL, L P, PO BOX 71478, SAN JUAN, PR 00936-8578

RECEIVED

AUG 30 2012

BMC GROUP

Court Claim Number: 449

(if known)

Filed on: 1/11/11

Attn: Patty Summers 317-685-7325

Name and address where payment should be sent (if different from above):

psummers@simon.com

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

Telephone No.

1. Amount of Claim as of Date Case Filed:

\$16,190.82

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges

5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

2. Basis for Claim: Assignor liable for commercial lease

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commission (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4).

Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(5).

Up to \$2,600* of deposits toward purchase lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7).

Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8).

Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9).

Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)().

Amount entitled to priority:

\$

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as:

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Value of Property: \$ Annual Interest Rate: %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for Perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 8/28/12

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Ronald M. Tucker, Esq. Vice President/Bankruptcy Counsel

FOR COURT USE ONLY

Urban Brands



00872

TENANT: CORAPI Corellera Apparel Corporation
 LEASE: MAR///// Marianne
 PROJECT: 4732 Plaza Carolina Carolina PR
 ***** ACTIVE SPACE *****

EXECUTION DATE: 1/17/2006 LEASE STATUS: Executed
 LEASE START DATE: 5/01/1991 LEASE TYPE: Lease Replacement
 LEASE END DATE: 1/31/2016 SECURITY DEPOSIT: .00
 REPLACEMENT DATE: 2/01/2006 CORP NAME: Marianne USPR, Inc.
 INSURANCE EXP: Terms: Due On or Before 1st
 SECAUCUS NJ 07094-

---SPACE INFO--- SEQ #: 2 UNIT TYPE: INL SPACE TYPE: RET
 FLOOR: 02 UNIT: 219 SPACE START: 2/01/2006 OPEN 2/01/2006
 SQ FT RENTABLE: 11,708 SPACE END: 1/31/2016 VACATE
 ACTUAL: 11,671 RCD TERM
 SALES REPORTING: Monthly 30
 AUDITED STATEMENT: Annually 45
 PAYMENT: Monthly 15
 SALES YEAR: Feb - Jan
 SIC 0410 Ladies Popular

RENT PERIOD	Start Dt	End Date	Ann Rent	Sq/Ft	Monthly Rent	Monthly Sq/Ft	Start Dt	End Date	Sls Cat	Chg Typ	Ovrg%	Product Sls Base	Ovrg%	Product Sls Base
2/01/06	1/31/11	BMR	304,407.96	26.00	25,367.33	25.36733	2/01/06	1/31/11	RET BOV	BOV	4.000	7,610.200		
2/01/11	1/31/16	BMR	351,240.00	30.00	29,270.00	29.27000	2/01/11	1/31/16	RET BOV	BOV	4.000	8,781.000		

---CURRENT MONTHLY OBLIGATIONS---
 Charge Description Ann Amt Sq/Ft Monthly Pay Date Eff Date End Date
 BMR Base Minimum Rent Fi 304,407.96 26.00 25,367.33 MON 2/01/06 1/31/11
 CMP Trash Removal 6,710.88 .57 559.24 MON 1/01/11 1/31/16
 OFN Operating Costs Fixe 255,083.60 22.64 22,090.30 MON 1/01/11 12/31/11
 PFD Promotion Fund 12,771.00 1.09 1,064.25 MON 2/01/10 1/31/16
 RET R/E Tax 70,248.00 6.00 5,854.00 MON 7/01/10 1/31/16
 CURRENT OBLIGATION: 659,221.44 56.30 54,935.12

Current Effective Rent: 304,408.00 11.56% This year (Est): 2,324,755.41
 Total Ancillaries: 354,813.50 13.48% Last year sales: 2,632,383.23
 Total Charges: 659,221.44 25.04% 2nd Prev Yr sls: 2,141,944.27
 Effective Rent/Sq Ft: 56.30

---OVERAGE RENT INFO---
 SALES REPORTING: Monthly 30
 AUDITED STATEMENT: Annually 45
 PAYMENT: Monthly 15
 SALES YEAR: Feb - Jan
 SIC 0410 Ladies Popular

RECOVERY INFORMATION
 DWT Domestic Water Specified & X Current Cost
 Rented/Occ Rate: 100% Amt: \$
 ELE Electricity NO OBLIGATION
 Rented/Occ Rate: 100% Amt: \$
 NGS Natural Gas NO OBLIGATION
 Rented/Occ Rate: 100% Amt: \$

OPN Oprngng Costs Fixed - New
 FIXED @ RECURRING CHARGE
 RPT Real Estate Tax Reimbursement
 Prorate Cost 80%
 Rented/Occ Rate: 100% Amt: \$

AMENDMENT AND ASSIGNMENT OF LEASE

THIS AMENDMENT AND ASSIGNMENT OF LEASE (the "Agreement") is made on this 13th day of April, 2009, by and between MARIANNE USPR, INC., a Delaware corporation (f/k/a MARIANNE USPR, INC., a New Jersey corporation), having a business address of 100 Metro Way, Secaucus, New Jersey 07094 (the "Assignor"), and THE NEW 5-7-9 AND BEYOND, INC., a New York corporation, having a business address of 1000 Pennsylvania Avenue, Brooklyn, New York 11207 (the "Assignee"), and PLAZA CAROLINA MALL, L.P., a Delaware limited partnership, having a business address of 225 West Washington Street, Indianapolis, Indiana 46204 (the "Landlord"):

WITNESSETH:

WHEREAS, by a Lease dated January 17, 2006 (the "Lease"), by and between Landlord and Marianne USPR, Inc., a Delaware corporation (f/k/a Marianne USPR, Inc., a New Jersey corporation), as Assignor and Tenant, Landlord leased to Assignor certain premises being identified in said Lease as Room 219 (the "Premises"), located in the Plaza Carolina, Carolina, Puerto Rico;

WHEREAS, said Lease is for a term of ten (10) years, which term commenced on February 1, 2006 and shall thereby terminate on January 31, 2016; and

WHEREAS, Assignor desires to assign its interest as Tenant in the Lease to Assignee, and Assignee is willing to accept an assignment of said Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee all of its right, title and interest as Tenant in and to the Lease as hereinabove described.

I. ASSIGNMENT OF LEASE

As of the Effective Date (as hereinafter defined), Assignee hereby expressly assumes and agrees to pay rent, percentage rent and all other charges (the "Rent") that accrues and relates to the period from and after the Effective Date, and perform all other terms, covenants and conditions stated in said Lease to be performed by Tenant (that accrue and relate to the period from and after the Effective Date) for the remainder of the term in the same manner as if Assignee had been designated as Tenant therein. Assignee shall conduct business under the name of MARIANNE RAINBOW, or 5-7-9 unless another name is subsequently approved by Landlord.

The effective date of this Assignment of Lease (the "Assignment") shall be April 1, 2009 (the "Effective Date"). Commencing upon the Effective Date, Assignee shall be liable for the payment of all Rent required to be paid under said Lease that accrues and relates to the period from and after the Effective Date and the performance of the terms, covenants and provisions of the Lease that accrue and relate to the period from and after the Effective Date.

Assignor, Assignee and Landlord hereby specifically agree that for the Lease Year in which the Effective Date shall occur Assignor and Assignee shall each be responsible for its share of Percentage Rent (if any), which shares shall be calculated as follows: (i) for Assignor's share (if any) of Percentage Rent, the Sales Breakpoint for such Lease Year shall be prorated by multiplying the Sales Breakpoint for the period prior to the Effective Date by a fraction the numerator of which is the number of days in such Lease Year prior to the Effective Date and the denominator of which is three hundred sixty-five (365); and (ii) for Assignee's share (if any) of Percentage Rent, the Sales Breakpoint for such Lease Year shall be prorated by multiplying the Sales Breakpoint for the period from the Effective Date through the end of such Lease Year by a fraction the numerator of which is the number of days in such Lease Year from the Effective Date through the end of such Lease Year and the denominator of which is three hundred sixty-five (365). Assignor shall pay any Percentage Rent for such period prior to the Effective Date to Landlord within sixty (60) days after the Effective Date and Assignee shall pay any Percentage Rent for such period from the Effective Date through the end of such Lease

Year and each Lease Year thereafter to Landlord as otherwise provided for in the Lease. Notwithstanding anything contained in the Lease or this Agreement to the contrary, Landlord confirms and agrees that Assignee shall not be responsible for any Rent or other obligations under the Lease that arise, accrue, or relate to the period prior to the Effective Date.

Notwithstanding anything contained in the Lease to the contrary, it is specifically understood and agreed that no portion of the Gross Sales or Adjusted Gross Sales of the Assignor made prior to the Effective Date shall be deemed Gross Sales or Adjusted Gross Sales of the Assignee for any purposes.

As of the Effective Date, and provided that Assignee is operating the Premises in accordance with the provisions of the Lease, and, as of the Effective Date, is paying the Minimum Annual Rent, Percentage Rent and additional rent required thereunder, a default by Assignor that occurred prior to the Effective Date shall not constitute a default by Assignee under the Lease.

Assignor shall pay to Landlord the Assignment Fee in the amount of Eight Hundred and 00/100 Dollars (\$800.00) pursuant to Section 13.1 of Article XIII of the Lease. Assignee shall not be responsible to pay any amount which may be due to Landlord under the Lease in connection with Landlord's execution of this Agreement.

Assignor and Assignee hereby represent and warrant that neither Assignor nor Assignee or any other person having an interest in the possession, use, occupancy or utilization of the Premises, shall enter into any lease, sublease, license, concession or other agreement (including, but not limited to, this Assignment) for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the Premises leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such purported lease, sublease, license, concession or other agreement (including this Assignment) shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises. The foregoing representation and warranty by Assignor and Assignee is a material consideration for Landlord's consent and agreement to this Assignment.

Assignor, on behalf of itself and its officers, directors, shareholders, members, managers, employees, principals, agents, attorneys, parents, subsidiaries, affiliates, general and limited partners, executors, administrators, predecessors in interest, successors and assigns and anyone claiming by, through or under any of them, does hereby remise, release and forever discharge Landlord, and each of its respective parents, affiliates, subsidiaries, officers, directors, shareholders, general and limited partners, trustees, beneficiaries, employees, agents, members, managers, attorneys, representatives, predecessors in interest, successors and assigns, and anyone claiming by, through or under any of them, of and from all manner of actions, causes of action, suits, debts, dues, accounts, contracts, agreements, all payments made to Landlord under the Lease up to the date of this Assignment, sums of money, bills, covenants, controversies, promises, damages, judgments, executions, claims and demands whatsoever, whether in law or in equity and whether known or unknown, disclosed or undisclosed, absolute, contingent or otherwise, arising out of or relating to the Lease, from the beginning of time through the date of this Assignment, except for environmental or third party claims.

Landlord hereby consents to the foregoing Assignment. Such consent and approval is conditional upon Assignor remaining primarily and fully liable for the payment of all Rent and for the performance of all other terms, covenants, provisions and obligations of Tenant under said Lease and shall not be construed as a release by Landlord of Assignor's obligations under said Lease.

II. AMENDMENT OF LEASE

The Lease is hereby amended commencing upon the Effective Date as follows:

1. Section 1.1 (I) (Trade Name) of Article I of the Lease shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"(I) Trade Name: MARIANNE, RAINBOW, or 5-7-9."

2. Section 1.1 (m) (Permitted Use) of Article I of the Lease shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"(m) Permitted Use: The Premises shall be occupied and used by Tenant solely for the purpose of conducting therein the business of the retail sale of women's, children's, infant's and junior clothing of every kind, nature and description, including, but not limited to, dresses, pants, jeans, sportswear, tops, suits, blouses, lingerie, plus size apparel, skirts, coats, sweaters and the like and incidental thereto, the retail sale of related accessories to the foregoing of every kind, nature and description including, but not limited to, handbags, hosiery, cosmetics, footwear and jewelry, as well as such other accessories sold and/or services provided from time to time in other stores operated by Tenant and/or Tenant's affiliates.

3. Section 1.1 (p) (Notice Address) of Article I of the Lease shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"(p) Notice Address:

Landlord c/o PLAZA CAROLINA MALL, L.P.
M.S. Management Associates Inc.
225 West Washington Street
Indianapolis, Indiana 46204-3438

Tenant THE NEW 5-7-9 AND BEYOND, INC.
1000 Pennsylvania Avenue
Brooklyn, New York 11207
Attention: Joseph Chehebar

With copies to: THE NEW 5-7-9 AND BEYOND, INC.
1000 Pennsylvania Avenue
Brooklyn, New York 11207
Attention: Michael Lang, General Counsel

SELTZER SUSSMAN HABERMANN & HEITNER LLP
100 Jericho Quadrangle, Suite 226
Jericho, New York 11753
Attention: Andrew M. Pettersen, Esq."

4. Section 8.3 (Conduct of Business) of Article VIII of the Lease shall be amended in part by the addition of the following sentence to the end of said Section:

"Tenant shall also be permitted to close on Yom Kippur."

5. Section 8.7 (Other Operations) of Article VIII of the Lease shall be amended in part by the addition of the following sentence to the end of said Section:

"Notwithstanding anything contained herein to the contrary, the foregoing restriction shall not apply to: (i) stores which Tenant acquires as part of the acquisition of a chain or group of stores; (ii) stores owned by an entity or individual which acquires Tenant or the Premises in the future; (iii) other stores being operated by Tenant, its Parent, subsidiaries, and affiliates which are not operating under the same Trade Name used at the Premises; and (iv) other stores currently being operated by Tenant, its Parent, subsidiaries, and affiliates as of March 1, 2009."

6. Notwithstanding any provisions contained in the Lease to the contrary, Tenant's new signage must conform to Landlord's sign criteria and must be approved in writing by Landlord prior to installation and should be sent to Landlord's Tenant Coordination Department at Landlord's Notice Address.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURES APPEAR ON THE NEXT PAGE.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

(ASSIGNOR)

Joseph Hryzka
Assignor Witness
Amal Kuro.
Assignor Witness

MARIANNE USPR, INC.,
a Delaware corporation

By: *Michael Abate*
Name: Michael Abate
Title: VP Treasurer
Attest: *Steven Newman*
Name: Steven Newman
Title: President

(ASSIGNEE)

Assignee Witness

Assignee Witness

THE NEW 5-7-9 AND BEYOND, INC.,
a New York corporation

By: _____
Name:
Title:
Attest: _____
Name:
Title:

(LANDLORD)

Stephanie Perie
Landlord Witness
Amal Kuro
Landlord Witness

PLAZA CAROLINA MALL, L.P.,
a Delaware limited partnership

By: SPG CAROLINA, L.P.,
a Delaware limited partnership,
sole General Partner
By: SIMON PC, INC.,
a Delaware corporation,
sole General Partner

By: *Gary L. Lewis*
Gary L. Lewis,
Sr. Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

(ASSIGNOR)

MARIANNE USPR, INC.,
a Delaware corporation

Assignor Witness

By: _____
Name:
Title:

Assignor Witness

Attest: _____
Name:
Title:

(ASSIGNEE)

THE NEW 5-7-9 AND BEYOND, INC.,
a New York corporation

Assignee Witness

By: _____
Name: Joseph Choklov, Jr.
Title:

Assignee Witness

Attest: _____
Name: Gabriel A. Choklov
Title: Authorized Signatory - Lawyer

(LANDLORD)

PLAZA CAROLINA MAI, L.P.,
a Delaware limited partnership
By: SPG CAROLINA, L.P.,
a Delaware limited partnership,
sole General Partner
By: SIMON PC, INC.,
a Delaware corporation,
sole General Partner

Stephane Perre
Landlord Witness

By: _____
Gary L. Lewis,
Sr. Executive Vice President

[Signature]
Landlord Witness

INVOICE
Declaración Sobre Volumen de Negocios
4732 Plaza Carolina

Tenant: AIJEN/ A.I.J. Enterprises, Inc.
Lease: MAR//// Marianne
Unit: 219

REVISED ASSIGNOR to 3/31/2009

Period	Expense	Contributions	Share	Days	Net Share
July 2005 - June 2006	\$ 158,079.79	\$ (9,224.63)	0.032320	150	\$ 1,977.12
July 2006 - June 2007	\$ 131,100.00	\$ (9,744.23)	0.032942	365	\$ 3,997.70
July 2007 - June 2008	\$ 133,475.00	\$ (8,038.88)	0.033392	366	\$ 4,188.56
July 2008 - June 2009	\$ 133,475.00	\$ (10,331.12)	0.035012	274	\$ 3,236.80
					<u>\$13,400.18</u>

Total Amount Due:	\$13,400.18
--------------------------	--------------------

INVOICE
Declaración Sobre Volumen de Negocios
4732 Plaza Carolina

Tenant: AIJEN/ A.I.J.J. Enterprises, Inc.
Lease: MAR//// Marianne
Unit: 219

ASSIGNOR

Period	Expense	Contributions	Share	Days	Net Share
July 2005 - June 2006	\$ 158,079.79	\$ (5,441.31)	0.031038	215	\$ 2,790.64

\$2,790.64

Total Amount Due:	\$2,790.64
-------------------	------------

✓
OK

June 14, 2012

Re: Plaza Carolina
Declaracion Sobre Volumen de Negocio (DSV)

Dear Tenant:

This letter is to address the tax billings that were recently processed and mailed for 2011/2012.

You should have received two billings. The first is the normal real estate tax billing for 2011/2012. This billing differs from your 2010/2011 billing due to the expiration of the Special Commonwealth Property Tax and the inclusion of the DSV tax, which is based on gross receipts and is part of the definition of taxes under your lease. The second is a retro billing of the DSV tax for 2006-2011. During a recent review of the taxes paid by Plaza Carolina, it was discovered that the property had been paying this tax but had never billed it back to the tenant per the terms of the lease. On a go forward basis, this tax will be included in the expense for your annual tax true-up billings.

The DSV tax is chargeable under the provisions of your lease that provides "Tenant's proportionate share of any governmental tax or charge (other than income tax) levied, assessed, or imposed on account of the payment by Tenant or receipt by Landlord, or based in whole or in part upon, the rents in this Lease reserved or upon the Center or the value thereof shall be paid by Tenant".

In an effort to avoid large year-end true-up billings, your monthly escrows have been adjusted to account for expiration of the Special Commonwealth Property Tax and the inclusion of the DSV tax.

If you have any additional questions, please contact Stephanie Voigt in Accounts Receivable at 317-263-7977.

Sincerely,

Simon Property Group
Lease Accounting

R57043051
SPGPS01

SIMON PROPERTY GROUP
Voucher Print: Patty Stafford

07/06/06
11.58 26

Vendor Name:

MUNICIPALITY OF CAROLINA

Vendor # 199082
Alt Payee # 199082
CO # 04732
Business Unit # 4732

Document 6000427 PV 04732



06000427PV04732

Vendor # 199082
Alt Payee # 199082
CO # 04732
Business Unit # 4732

Vendor Address:
DIRECTOR OF FINANCE
PO BOX 8
CAROLINA PR 009860008

G/L Date: 07/06/06
Batch Date: 07/06/06
Batch #: 2743215

Invoice Date: 07/06/06 ✓
Invoice Number: 20052006 ✓
Tax Amount:
Tax Rate/Area: ✓

Due Date: 07/06/06
Payment Handling: F
Pay Status: A

P.O. Number:

Check Remark: 2005-2006 Municipal Tax

G/L Account	Subledger	T	Amount
4732.540351.904 ✓	70000053	C	158,079.79

G/L Bank Account	Offset	Amount
4732.130305.000		158,079.79

Return Check to 102690
MOLLY SOLLER

Gross Amt. 158,079.79
Retainage .00
Net Amount: 158,079.79

Voucher Originator: STAFFORP

Approver: *[Signature]*

Estado Libre Asociado de Puerto Rico OCAM PA03 ENE 92

Solicitud de Prórroga de Declaración

Para el año natural 2005 u otro año contributivo desde _____ hasta _____

Municipio de: Carolina

Favor de completar la siguiente información:

Tipo de Patente: <input checked="" type="checkbox"/> Normal <input type="checkbox"/> Exenta <input type="checkbox"/> Oficio	Año Fiscal 06-07	Núm. de Teléfono del Negocio 787-7680	Número de Seguro Social Patronal 57-1202614
Nombre del Individuo, Industria, Negocio u Oficina de Servicio PLAZA CAROLINA MALL, LP	Número de Identificación Municipal	Seg. Soc. del Dueño o Representante y/o Reg. Inc.	

Dirección Física del Negocio 65TH INFANTRY AVENUE AND FRAGOSO STREET CAROLINA, PR	Zona Postal 00983	¿ Nueva Dirección ? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
---	-----------------------------	---

Clase de Industria, Negocio o Servicio SHOPPING MALL	Tipo de Negocio: Indiv. <input type="checkbox"/> Soc. <input type="checkbox"/> Corp. <input type="checkbox"/>	Núm. de Empleados	Nómina Anual \$	Fecha en que se estableció el Negocio Mes: 5 Día: 4 Año: 2004
--	--	-------------------	-----------------	--

Nombre del Dueño o Representante	Posición del Dueño o Representante	¿ Radicó usted Declaración de Volumen de Negocios el año pasado ? SI <input checked="" type="checkbox"/> NO <input type="checkbox"/>
----------------------------------	------------------------------------	--

Dirección Postal del Negocio PO BOX 7066, TAX DEPARTMENT, INDIANAPOLIS, INDIANA	Zona Postal 46207	¿ Nueva Dirección ? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
---	-----------------------------	---

Dirección Residencial del Dueño o Representante	Zona Postal	¿ Nueva Dirección ? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
---	-------------	---

Dirección Postal de la Oficina Principal del Negocio, Industria u Oficina de Servicio PO BOX 7066, TAX DEPARTMENT, INDIANAPOLIS, INDIANA	Zona Postal 46207	¿ Nueva Dirección ? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
--	-----------------------------	---

TENTATIVA	Determinación de la Patente a Pagar (Declaración Tentativa):	
	1. Volumen de Negocios Año de Contabilidad Inmediatamente Anterior al Actual	\$ 27600000.00
	2. Tipo de Patente Fijado por la Asamblea Municipal	0.50
	3. Patente a Pagar (Multiplique la partida 1 por la partida 2 y anote el producto aquí)	138000.00
	(De ser necesario, incluya con esta solicitud una Declaración Sobre Volumen de Negocio marcando claramente, en el Encasillado 1 de la página 1, Declaración Tentativa.)	
	4. Descuento (Anote aquí el descuento por pago anticipado, si aplica. Ver Instrucciones)	6900.00
	5. Crédito por Contribuciones Similares a la Patente Pagada fuera de Puerto Rico	0.00
	6. Total a Pagar (Reste la partida 3 de la partida 4 y/o 5, si aplica y anote el resultado aquí)	\$ 131100.00

Juramento

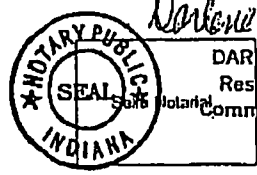
Firma del Contribuyente o su Agente Autorizado: *Steff* Att. # _____

Jurado y suscrito ante mí por Stephen R. Stouffer (nombre)

mayor de edad y vecino de Plaza Carolina Mall, Puerto Rico a quien conozco personalmente o identifico

mediante formas alternas confiables hoy 17th de April de 2006 en la ciudad de Indianapolis, Indiana

Puerto Rico.



Darlene E. Garvey
 DARLENE E. GARVEY
 Notary Public
 Res. of Johnson Co.
 Comm. Exp. 1-18-2008

Steff

Firma del Oficial que Administra el Juramento

Senior Vice President - Tax

Título del Oficial que Administra el Juramento

Vea Instrucciones al dorso antes de completar esta declaración.



ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO MUNICIPAL AUTÓNOMO DE CAROLINA
DEPARTAMENTO DE FINANZAS - OFICINA DE CONTRIBUCIONES E INGRESOS MUNICIPALES - OCRM
APARTADO 8, CAROLINA, PUERTO RICO 00986-0008

Declaración Sobre Volumen de Negocios

Para el año natural 2006 u otro contributivo desde _____ mes del _____ año hasta _____ mes del _____ año

Tipo de Patente: <input checked="" type="checkbox"/> Normal <input type="checkbox"/> Exenta <input type="checkbox"/> Oficio <input type="checkbox"/>		Año Fiscal 07-08	Número de Teléfono del Negocio 787-7680	Núm. de Seguro Social Patronal 57-1202614
Nombre del individuo, Industria, Negocio u Oficina de Servicio Plaza Carolina Mall, LP		Núm. de Identificación Municipal		Seg. Soc. del Dueño o Representante y/o Reg. Inc.
Dirección Física del Negocio 65 th Infantry Avenue and Fragoso Street Carolina, PR			Zona Postal 00983	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Clase de Industria, Negocio o Servicio Shopping Mall	Tipo de Negocio Indv. <input type="checkbox"/> Soc. <input type="checkbox"/> Corp. <input type="checkbox"/>	Núm. de Empleados	Nómina Anual \$	Fecha en que se estableció el Negocio Mes: 5 Día: 4 Año: 2004
Nombre del Dueño o Representante		Posición del Dueño o Representante		¿Redujo usted Declaración de Volumen de Negocios el año pasado? SI <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Dirección Postal del Negocio P.O. Box 7066, Tax Department, Indianapolis, Indiana			Zona Postal 46207	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dirección Residencial del Dueño o Representante			Zona Postal	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dirección Postal de la Oficina Principal del Negocio, Industria u Oficina de Servicio P.O. Box 7066, Tax Department, Indianapolis, Indiana			Zona Postal 46207	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>

ENCASILLADO 1	Volumen de Negocios (del Encasillado 8, Línea 27, Página 3)	\$ 28,100,000.00
	Tasa Contributiva Municipal (del Encasillado 8, Línea 28, Página 3)	50
	Patente a Pagar (del Encasillado 8, Línea 30, Página 3)	140,500
	Penalidad (del Encasillado 8, Línea 32, Página 3)	
	Descuento (del Encasillado 8, Línea 33, Página 3)	7,025
	Crédito por Contribuciones Similares a las Patentes pagadas fuera de Puerto Rico (del Encasillado 8, Línea 34, Página 3)	0.00
Total a Pagar (del Encasillado 8, Línea 35, Página 3)	\$ 133,475.00	

Certificación

Certifico que el Volumen de Negocios aquí declarado ha sido calculado siguiendo las disposiciones de la Ley 113 del 10 de julio de 1974, según enmendada, Ley de Patentes Municipales; que los anejos financieros que se acompañan están de acuerdo a los Libros de Contabilidad de este negocio al _____ de _____ de _____ y la copia de las páginas o anejos de la Planilla de Contribución sobre Ingresos donde se detallan los Ingresos Brutos y Gastos de Operación son copia fiel y exacta de los radicados ante el Departamento de Hacienda.

Fecha

Firma de la persona sujeta al Pago de Patente o su agente autorizado

Juramento

Firma del contribuyente o su agente autorizado: Stephen R. Stauffer

Affidavit # _____

Jurado y suscrito ante mí por Stephen R. Stauffer

Mayor de edad y vecino de Indianapolis, Indiana USA

a quien conozco personalmente o identifico

mediante formas alternas confiables hoy 9 de April de 20 07 en la ciudad de Indianapolis, IN USA.

Sello Notarial

Firma del Oficial que administra el Juramento

Título del Oficial que Administra el Juramento



Declaración Sobre Volumen de Negocios

Para el año natural 2007 u otro contributivo desde _____ del _____ hasta _____ del _____
año mes año mes año

Favor de completar la siguiente información: Vea las instrucciones en la página 4 antes de completar esta declaración.

Tipo de Patente: <input checked="" type="checkbox"/> Normal <input type="checkbox"/> Exenta <input type="checkbox"/> Oficio <input type="checkbox"/>		Año Fiscal <u>08-09</u>	Número de Teléfono del Negocio <u>787-7680514</u>	Núm. de Seguro Social Patronal <u>57-1202614</u>
Nombre del individuo, Industria, Negocio u Oficina de Servicio <u>Plaza Carolina Mall, LP</u>		Núm. de Identificación Municipal	Seg. Soc. del Dueño o Representante y/o Reg. Inc.	
Dirección Física del Negocio <u>65th Infantry Avenue and Fragozo Street, Carolina, PR</u>		Zona Postal <u>00983</u>	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Clase de Industria, Negocio o Servicio <u>Shopping Mall</u>	Tipo de Negocio Indiv. <input type="checkbox"/> Soc. <input checked="" type="checkbox"/> Corp. <input type="checkbox"/>	Núm. de Empleados	Nómina Anual \$	Fecha en que se estableció el Negocio Mes: <u>5</u> Día: <u>4</u> Año: <u>2004</u>
Nombre del Dueño o Representante		Posición del Dueño o Representante		¿Radició usted Declaración de Volumen de Negocios el año pasado? SI <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Dirección Postal del Negocio <u>P.O. Box 7066 - Tax Department, Indianapolis, IN</u>		Zona Postal <u>46207</u>	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Dirección Residencial del Dueño o Representante		Zona Postal	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Dirección Postal de la Oficina Principal del Negocio, Industria u Oficina de Servicio <u>P.O. Box 7066 - Tax Department, Indianapolis, IN</u>		Zona Postal <u>46207</u>	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

ENCASILLADO 1	Volumen de Negocios (del Encasillado 6, Línea 27, Página 3)	\$ <u>28,100,000.00</u>
	Tasa Contributiva Municipal (del Encasillado 6, Línea 29, Página 3)	<u>5.0%</u>
	Patente a Pagar (del Encasillado 6, Línea 30, Página 3)	<u>140,500.00</u>
	Penalidad (del Encasillado 6, Línea 32, Página 3)	
	Descuento (del Encasillado 6, Línea 33, Página 3)	<u>7,025.00</u>
	Crédito por Contribuciones Similares a las Patentes pagadas fuera de Puerto Rico (del Encasillado 6, Línea 34, Página 3)	<u>0.00</u>
	Total a Pagar (del Encasillado 6, Línea 35, Página 3)	\$ <u>133,475.00</u>

Certificación

Certifico que el Volumen de Negocios aquí declarado ha sido calculado siguiendo las disposiciones de la Ley 113 del 10 de julio de 1974, según enmendada, Ley de Patentes Municipales; que los anejos financieros que se acompañan están de acuerdo a los Libros de Contabilidad de este negocio al _____ de _____ de _____ y la copia de las páginas o anejos de la Planilla de Contribución sobre Ingresos donde se detallan los Ingresos Brutos y Gastos de Operación son copia fiel y exacta de los radicados ante el Departamento de Hacienda.

Fecha

Firma de la persona sujeta al Pago de Patente o su agente autorizado

Juramento

Firma del contribuyente o su agente autorizado: Steph R. Stouffer

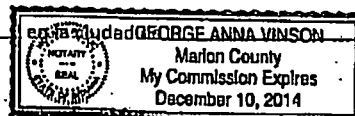
Affidavit # _____

Jurado y suscrito ante mi por Stephen R. Stouffer

Mayor de edad y vecino de Indianapolis, IN, USA, Puerto Rico a quien conozco personalmente o identifico

mediante formas alternas confiables hoy 11 de MARCH de 20 08

Puerto Rico.



Sello Notarial

George Anna Vinson

Firma del Oficial que administra el Juramento

Título del Oficial que Administra el Juramento



ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO MUNICIPAL AUTONOMO DE CAROLINA
 DEPARTAMENTO DE FINANZAS - OFICINA DE CONTRIBUCIONES E INGRESOS MUNICIPALES - O.C.I.M.
 APARTADO 8, CAROLINA, PUERTO RICO 00986-0008

Declaración Sobre Volumen de Negocios

Para el año natural 2008 u otro contributivo desde _____ del _____ hasta _____ del _____

Tipo de Patente: <input checked="" type="checkbox"/> Normal <input type="checkbox"/> Exarbitra <input type="checkbox"/> Oficio		Año fiscal 09-10	Número de Teléfono del Negocio 787-768-0514	Núm. de Seguro Social Patronal 57-1202614
Nombre del individuo, Industria, Negocio u Oficina de Servicio Plaza Carolina Mall, LP		Núm. de Identificación Municipal	Seg. Soc. del Dueño o Representante y/o Reg. Inc.	
Dirección Física del Negocio 65th Infantry Avenue and Fragozo Street Carolina, PR			Zona Postal 00983	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Clase de Industria, Negocio o Servicio Shopping Mall	Tipo de Negocio Indiv. <input type="checkbox"/> Soc. <input checked="" type="checkbox"/> Corp. <input type="checkbox"/>	Núm. de Empleados	Nómina Anual \$	Fecha en que se estableció el Negocio Mes: 05 Día: 04 Año: 2004
Nombre del Dueño o Representante		Posición del Dueño o Representante		¿Radicó usted Declaración de Volumen de Negocios el año pasado? SI <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Dirección Postal del Negocio P.O. Box 7066 - Tax Dept., Indianapolis, IN			Zona Postal 46207	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dirección Residencial del Dueño o Representante			Zona Postal	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dirección Postal de la Oficina Principal del Negocio, Industria u Oficina de Servicio P.O. Box 7066 - Tax Dept., Indianapolis, IN			Zona Postal 46207	¿Nueva Dirección? SI <input type="checkbox"/> NO <input checked="" type="checkbox"/>

ENCASILLADO 1	Volumen de Negocios (del Encasillado 6, Línea 27, Página 3)	\$ 25,700,000
	Tasa Contributiva Municipal (del Encasillado 6, Línea 29, Página 3)	.50%
	Patente a Pagar (del Encasillado 6, Línea 30, Página 3)	128,500.
	Penalidad (del Encasillado 6, Línea 32, Página 3)	
	Descuento (del Encasillado 6, Línea 33, Página 3)	6,425
	Crédito por Contribuciones Similares a las Patentes pagadas Fuera de Puerto Rico (del Encasillado 6, Línea 34, Página 3)	0
	Total a Pagar (del Encasillado 6, Línea 35, Página 3)	\$ 122,075

Certificación

Certifico que el Volumen de Negocios aquí declarado ha sido calculado siguiendo las disposiciones de la Ley 113 del 10 de Julio de 1974, según enmendada, Ley de Patentes Municipales; que los anejos financieros que se acompañan están de acuerdo a los Libros de Contabilidad de este negocio al _____ de _____ de _____ y la copia de las páginas o anejos de la Planilla de Contribución sobre Ingresos donde se detallan los Ingresos Brutos y Gastos de Operación son copia fiel y exacta de los radicados ante el Departamento de Hacienda.

Fecha _____ Firma de la persona sujeta al Pago de Patente o su agente autorizado _____

Juramento

Firma del contribuyente o su agente autorizado: Stephen R. Stouffer Aff. # _____

Jurado y suscrito ante mí por: Stephen R. Stouffer

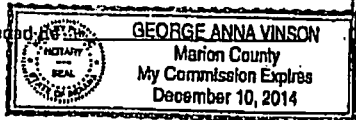
Mayor de edad y vecino de Indianapolis, IN, USA, Puerto Rico a quien conozco personalmente o identifico

mediante formas alternas confiables hoy 10 de April, de 20 09 en la ciudad de _____

Puerto Rico.

Sello Notarial

George Anna Vinson
 Firma del Oficial que administra el Juramento



Título del Oficial que Administra el Juramento



Declaración Sobre Volumen de Negocios

Para el año natural 2009 u otro contributivo desde _____ del _____ hasta _____ del _____

Favor de completar la siguiente información: Vea las instrucciones antes de completar esta declaración			
Tipo de Patente: <input checked="" type="checkbox"/> Normal <input type="checkbox"/> Exenta <input type="checkbox"/> Oficio <input type="checkbox"/> _____	Año Fiscal 10-11	Número de Teléfono del Negocio 787-768-0514	Número de Seguro Social Patronal 57-1202614
Nombre del Individuo, Industria, Negocio u Oficina de Servicio Plaza Carolina Mall, LP		Número de Identificación Municipal	Seg. Soc. del Dueño o Representante y/o Reg. Inc.
Dirección Física del Negocio 65th Infantry Avenue and Fragozo Street Carolina, PR		Zona Postal 00983	¿Nueva Dirección? <input type="checkbox"/> SI <input checked="" type="checkbox"/> NO
Clase de Industria, Negocio o Servicio Shopping mall	Tipo de Negocio <input type="checkbox"/> Ind. <input checked="" type="checkbox"/> Soc. <input type="checkbox"/> Corp.	Núm. de Empleados 14	Nómina Anual
Nombre del Dueño o Representante		Posición del Dueño o Representante	Fecha en que se estableció el Negocio Mes: 05 Día: 04 Año: 2004
Dirección Postal del Negocio P.O. Box 7066 - Tax Dept., Indianapolis, IN		Zona Postal 46207	¿Radició usted Declaración de Volumen de Negocios el año pasado? <input checked="" type="checkbox"/> SI <input type="checkbox"/> NO
Dirección Residencial del Dueño o Representante		Zona Postal	¿Nueva Dirección? <input type="checkbox"/> SI <input checked="" type="checkbox"/> NO
Dirección Postal de la Oficina Principal del Negocio, Industria u Oficina de Servicio P.O. Box 7066 - Tax Dept., Indianapolis, IN		Zona Postal 46207	¿Nueva Dirección? <input type="checkbox"/> SI <input checked="" type="checkbox"/> NO
ENCASILLADO	Volumen de Negocios (del Encasillado 6, Línea 27, Página 3)		24,209,000
	Tasa Contributiva Municipal (del Encasillado 6, Línea 28, Página 3)		50%
	Patente o Pagar (del Encasillado 6, Línea 30, Página 3)		121,000
	Penalidad (del Encasillado 6, Línea 32, Página 3)		
	Descuento (del Encasillado 6, Línea 33, Página 3)		6,050
	Crédito por Contribuciones Similares a las Patentes pagadas fuera de Puerto Rico (del Encasillado 6, Línea 34, Página 3)		0
Total a Pagar (del Encasillado 6, Línea 35, Página 3)		114,950	

Certificación

Certifico que el Volumen de Negocios aquí declarado ha sido calculado siguiendo las disposiciones de la Ley 113 del 10 de Julio de 1974, según enmendada, Ley de Patentes Municipales; que los anejos financieros que se acompañan están de acuerdo a los Libros de Contabilidad de este Negocio al _____ de _____ de _____ y la copia de las páginas o anejos de la Planilla de Contribución sobre Ingresos donde se detallan los Ingresos Brutos y Gastos de Operación son copia fiel y exacta de los radicados ante el Departamento de Hacienda.

Fecha

Firma de la persona sujeta al pago de Patente o su agente autorizado

Juramento

Firma del Contribuyente o su Agente Autorizado: Stephen R. Stouffer Affidavit # _____

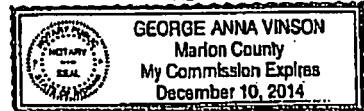
Jurado y suscrito ante mí por Stephen R. Stouffer
(nombre)

Mayor de edad y vecino de Indianapolis, IN, USA, Puerto Rico a quien conozco personalmente o identifico

mediante formas Alermas contable hoy 13 de April, de 20 10 en la ciudad de _____

Sello Notarial

Firma del Oficial que Administra el Juramento



Título del Oficial que Administra el Juramento

August 28, 2012

BMC Group, Inc.
Attn: Urban Brands Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

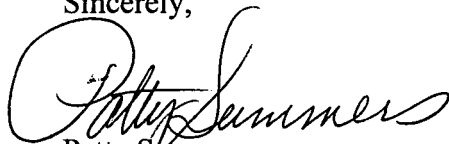
RE: UBI Liquidating Corp., et al.
Chapter 11
10-13005 (KJC) Jointly Administered

To Whom It May Concern:

Enclosed please find an original and one (1) copies of our Proof of Claim in the above referenced cause. Please file-stamp, forward accordingly and return the remaining file-stamped copies to me in the enclosed self-addressed, postage paid envelope.

Thank you in advance for your attention to this matter. If you have any question or concerns, please do not hesitate to contact me at (317) 685-7325.

Sincerely,

A handwritten signature in cursive script that reads "Patty Summers". The signature is written in black ink and is positioned above the typed name.

Patty Summers
Sr. Bankruptcy Paralegal
Simon Property Group
Telephone: 317-685-7325
Facsimile: 317-263-7901

From: (317) 685-7325
Patricia Summers
Simon Property Group
225 West Washington Street

Origin ID: GSHA



J12201207160325

Indianapolis, IN 46204

Ship Date: 28AUG12
ActWgt: 0.1 LB
CAD: 100188666/NET3300

Delivery Address Bar Code



SHIP TO: (888) 909-0100

BILL SENDER

Attn: Urban Brands Claims Processin
BMC Group, Inc.
18675 Lake Drive East

CHANHASSEN, MN 55317

Ref # 4732 MAR////
Invoice #
PO # PATTY SUMMERS
Dept # LEGAL COLLECTIONS

RECEIVED

AUG 30 2012

BMC GROUP

FRI - 31 AUG A1
EXPRESS SAVER

TRK# 7988 4085 7406

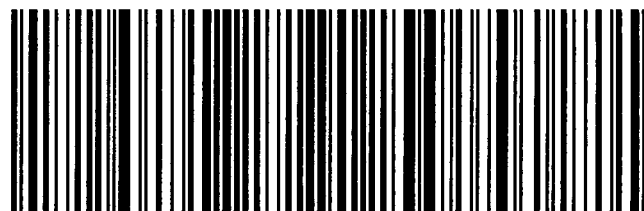
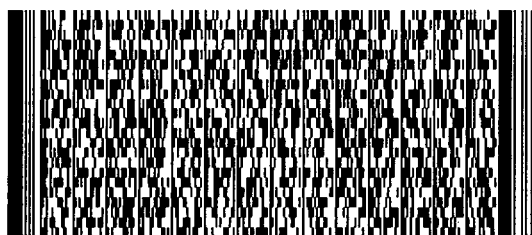
0201

55317

MN-US

MSP

SE FB LA



515G20C34/AA44

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.