

EXHIBIT A

[Stipulation]

B. The Claimants filed four proofs of claim in these chapter 11 cases (collectively, the “Claims” and each a “Claim”) – Claim No. 660, Claim No. 661, Claim No. 662 and Claim No. 663.

C. On September 9, 2011, the Debtors filed the *Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code*, dated July 20, 2011 [Docket No. 1384] (the “Plan”).

D. The Debtors received an informal objection (the “Objection”) to the Plan from the Claimants.

E. The Debtors and the Claimants have now reached an agreement as to the Objection and the treatment of the Claims, and have agreed to enter into this Stipulation to clarify the allowance and treatment of each Claim.

F. The Debtors and the Claimants HEREBY STIPULATE AND AGREE as follows:

AGREEMENT

1. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. This Stipulation is subject to Bankruptcy Court approval and shall be of no force and effect unless and until approved by the Bankruptcy Court.

3. The Debtors and the Claimants agree that, with respect to Claim No. 660, Weingarten shall have an allowed general unsecured claim in the amount of \$121,601.77 (the “Weingarten Claim”).

4. The Debtors and the Claimants agree that, with respect to Claim No. 662, WRI-TC shall have an allowed general unsecured claim in the amount of \$229,802.13 (the “WRI-TC Claim”, and together with the Weingarten Claim, the “Allowed Claims”).

5. The Debtors and the Claimants agree that Claim Nos. 661 and 663 shall be disallowed.

6. Payment of the Allowed Claims shall be in full and final satisfaction of such Claims, and shall be made in accordance with the terms of the Plan.

7. Each of the Debtors and the Claimants represent and warrant that: (i) it has been advised by counsel in the negotiation, execution, and delivery of this Stipulation; (ii) it is duly authorized to enter into, execute, deliver, and perform this Stipulation; and (iii) it has voluntarily, with full knowledge, and without fraud, coercion, duress, or undue influence of any kind, entered into this Stipulation.

8. This Stipulation sets forth the entire agreement by and among the Debtors and the Claimants and fully supersedes any and all prior agreements and understandings, written or oral, by and among the Debtors and the Claimants pertaining to the subject matter of this Stipulation.

9. This Stipulation may not be modified or otherwise altered unless in a writing executed by the Debtors and the Claimants.

10. This Stipulation shall be binding upon all successors and assigns of each of the Debtors and the Claimants, including but not limited to (i) the Liquidating Trustee appointed pursuant to the Plan; (ii) any chapter 11 trustee appointed in these cases; and/or (iii) any chapter 7 trustee appointed or elected in these cases.

11. This Stipulation may be executed in counterparts, each of which is deemed an original, and when taken together constitute one and the same document. A facsimile copy of a signature for this Stipulation is acceptable and shall be deemed an original.

January 25, 2012
Dated: ~~December 7, 2011~~
Wilmington Delaware

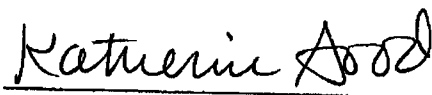
Dated: December 7, 2011
New York, New York

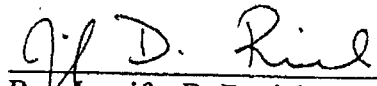
DEBTORS

CLAIMANTS

UBI Liquidating Corp., et al.

Weingarten Realty Investors and WRI-TC
International Drive Value Center LLC


By: L. Katherine Good
RICHARDS, LAYTON & FINGER, P.A.


By: Jennifer D. Raviele
KELLEY DRYE & WARREN LLP

Counsel to Debtors and Debtors in Possession

*Counsel to Weingarten Realty Investors and
WRI-TC International Drive Value Center
LLC*