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8 **UNITED STATES BANKRUPTCY COURT**  
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
10 **LOS ANGELES DIVISION**

11 In re )  
12 ESTYLE, INC., )  
a Delaware corporation, dba babystyle, Cadeau )  
13 and Cadeau Designs, )  
14 Debtor. )

Case No. 2:08-bk-13518-SB

Chapter 11

**DECLARATION OF STEPHEN L. SPECTOR IN SUPPORT OF OBJECTION TO SCHEDULE OF PROPOSED CURE AMOUNTS REGARDING (1) UNEXPIRED REAL PROPERTY LEASES AND (2) EXECUTORY CONTRACT, WHICH MAY BE ASSUMED AND ASSIGNED PURSUANT TO THE DEBTOR'S MOTION FOR ORDER AUTHORIZING AND APPROVING (1) THE SALE OF ESTYLE, INC'S ASSETS FREE AND CLEAR OF LIENS; AND (2) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES**

Date: July 8, 2008  
Time: 2:00 p.m.  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

25  
26 I, Stephen L. Spector, declare as follows:

27 1. I am an adult and a Senior Vice President and General Counsel for The Macerich  
28 Company ("Macerich"). Macerich is the agent for landlord creditors Kierland

1 Residential/Retail I, LLC and Scottsdale Fashion Square Partnership (the “Landlords”) in the  
2 case commonly known as In re eStyle, Inc., bearing United States Bankruptcy Court (C.D. Cal.)  
3 Case No. 08-13518-SB. The following facts are of my own personal knowledge, except those  
4 stated upon information and belief, and as to all such facts stated upon information and belief, I  
5 am informed and believe that the same are true. If called as a witness, I could and would  
6 competently testify to the truth of the following facts. This declaration is made pursuant to 28  
7 U.S.C. §1746 and in support of the Objection To Schedule Of Proposed Cure Amounts  
8 Regarding (1) Unexpired Real Property Leases And (2) Executory Contract, Which May Be  
9 Assumed And Assigned Pursuant To The Debtor’s Motion For Order Authorizing And  
10 Approving (1) The Sale Of Estyle, Inc’s Assets Free And Clear Of Liens; And (2) The  
11 Assumption And Assignment Of Executory Contracts And Unexpired Nonresidential Real  
12 Property Leases (the “Cure Objection”).

13 2. In my capacity as Senior Vice President and General Counsel for Macerich, I am  
14 generally familiar with, and have access to, the documents contained in the lease files for  
15 Landlords, such as the lease and any amendments, as well as the calculations generated by the  
16 bookkeeping staff regarding past due rent and unpaid lease charges. Such documents were and  
17 are made in the ordinary course of business for the Landlords and Macerich, at or near the time  
18 of the event to which each document relates, and were prepared by persons employed by the  
19 Landlords and Macerich charged with accurately and truthfully preparing such documents.

20 3. I am informed and believe that the Landlord Kierland Residential/Retail I, LLC  
21 and the Debtor executed a lease dated July 2, 2004 for retail sales space commonly known as  
22 Kierland Commons Shopping Center located in Scottsdale, Arizona (the “Kierland Lease”).

23 4. Under the Kierland Lease, the Debtor is required to pay all rent and charges on a  
24 monthly basis, in advance, on the first day of each month.

25 5. As of July 2, 2008, the Debtor had not paid the following charges:

26	<b>Pro-rated CAM (03/01/08 - 03/18/08)</b>	<b>1,705.22</b>
27	<b>Pro-rated Rent (03/01/08 – 03/18/08)</b>	<b><u>6,342.91</u></b>
28	<b>TOTAL</b>	<b>\$8,048.13</b>

