

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: : Chapter 11
LIC CROWN MEZZ BORROWER LLC, et al. : Case No. 13-13304(MG)
: Jointly Administered
Debtors. ::

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER UNDER 11 U.S.C. §§ 1125 AND 1129(a)
AND (b) AND FED. R. BANKR. P. 3020 CONFIRMING DEBTORS'
PREPACKAGED LIQUIDATING CHAPTER 11 PLAN AND APPROVING
THE DISCLOSURE STATEMENT AND THE SOLICITATION PROCEDURES**

INTRODUCTION

LIC Crown Mezz Borrower LLC (“Mezz Borrower”), LIC Crown Leasehold Owner LLC (“Leasehold Owner”) and LIC Crown Fee Owner LLC (“Fee Owner”, and collectively with Mezz Borrower and Leasehold Owner, the “Debtors”), having transmitted the *Debtors’ Prepackaged Liquidating Chapter 11 Plan*, dated October 7, 2013 (the “Plan”),¹ and the *Disclosure Statement for the Debtors’ Prepackaged Liquidating Chapter 11 Plan*, dated October 7, 2013 (the “Disclosure Statement”) to holders of Impaired Claims and Impaired Equity Interests against the Debtors prior to commencement of these Chapter 11 Cases, as evidenced by the *Declaration of Tracy L. Klestadt In Support of Entry of an Order (I) Approving the Debtors’ Disclosure Statement, (II) Approving the Debtors’ Solicitation Procedures and (III) Confirming the Debtors’ Prepackaged Liquidating Chapter 11 Plan* sworn to on December 3, 2013 (the “Solicitation and Vote Declaration”) [Docket No. 42], and the votes with respect to such prepetition solicitation having been tabulated by Klestadt & Winters, LLP (the “Balloting

¹ Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Plan. A copy of the Plan is attached hereto as Exhibit A.

Agent”) pursuant to Local Bankruptcy Rule 3018-1(a); and the cases having been duly commenced on October 10, 2013 (the “Petition Date”); and the *Scheduling Motion for Prepackaged Chapter 11 Case* [Docket No. 10] (the “Motion”) having been filed with the Bankruptcy Court on the Petition Date; and the *Order Scheduling Joint Hearing on Confirmation of the Debtors’ Proposed Plan of Liquidation and Adequacy of Related Disclosure Statement* having been entered on October 17, 2013 [Docket No. 18] (the “Scheduling Order”); and the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, having been entered on October 17, 2013 [Docket No. 16], which established November 25, 2013 as the date and time by which holders of prepetition claims against, and interests in, the Debtors must file proofs of claims and/or proofs of interests (the “General Bar Date”), and April 8, 2014 as the date and time by which governmental units (as defined in section 101(27) of title 11 of the United States Code (the “Bankruptcy Code”)) must file proofs of claims against the Debtors (the “Governmental Bar Date” and together with the General Bar Date, the “Bar Dates”); and the *Declaration of Steven A. Carlson in Support of Confirmation of the Debtors’ Joint Prepackaged Plan of Reorganization* (the “Confirmation Declaration”) [Docket No. 41] having been filed with the Bankruptcy Court, and the hearing pursuant to section 1128 of the Bankruptcy Code to consider confirmation of the Plan and approval of the Disclosure Statement and the solicitation procedures with respect to soliciting votes on the Plan (the “Solicitation Procedures”) having been held before the Bankruptcy Court on December 10, 2013 (the “Confirmation Hearing”), after due notice to holders of Claims against, and Equity Interests in, the Debtors, and to other parties in interest, in accordance with the Scheduling Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Amended Procedural Guidelines for Prepackaged Chapter 11 Cases in the

United States Bankruptcy Court for the Southern District of New York (“General Order M-454”); and the Bankruptcy Court having considered the Plan, the Disclosure Statement, the Solicitation and Vote Declaration, the papers in support of the Plan and all objections and responses thereto, if any (the “Objections”); and the appearances of all interested parties having been noted in the record of the Confirmation Hearing; and the Bankruptcy Court having considered all of the evidence adduced and arguments of counsel at the Confirmation Hearing, and all of the proceedings had before this Court; and the Plan, the Disclosure Statement, the papers filed in support of the Plan, and upon the record of the Confirmation Hearing, the Bankruptcy Court having found and determined that the Disclosure Statement provided adequate information; the Solicitation Procedures are reasonable and appropriate under the circumstances of these Chapter 11 Cases, and the Plan is in the best interests of the Debtors, their Estates, and their Creditors and holders of Equity Interests and should be confirmed as reflected by this Court’s rulings made herein and at the Confirmation Hearing; and after due deliberation and sufficient cause appearing therefor, the Court hereby FINDS, DETERMINES, AND CONCLUDES that:

FINDINGS AND CONCLUSIONS

The findings and conclusions set forth herein constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

A. Exclusive Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a))

This Court has jurisdiction over the Chapter 11 Cases pursuant to sections 157 and 1334 of title 28 of the United States Code. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L), and this Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. Venue of these Chapter 11 Cases is properly in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code. The Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

B. Commencement

On the Petition Date, the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Debtors are continuing to operate their business and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

C. Burden of Proof

The Debtors have the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of evidence.

D. Transmittal and Mailing of Materials; Notice

The Disclosure Statement, the Plan and the Ballots (defined below), as the case may be, which were transmitted and served as set forth in the Solicitation and Vote Declaration, are deemed to have been transmitted and served in compliance with the Bankruptcy Code and the Bankruptcy Rules, and such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required.

On November 6, 2013, in accordance with General Order M-454, the Bankruptcy Code and the Bankruptcy Rules, the Debtors caused to be mailed by first class mail, postage

prepaid to all parties in interest, including the Debtors' Creditors, holders of Equity Interests, contract counterparties and the United States Trustee for the Southern District of New York (the "U.S. Trustee"), the *Summary of Plan of Liquidation and Notice of Hearing to Consider (I) the Debtors' Compliance with Disclosure Requirements and (II) Confirmation of Plan of Liquidation* (the "Confirmation Notice") indicating that the cases had been commenced, the date, time and place of the Confirmation Hearing, briefly summarizing the Plan's provisions, detailing the procedure and deadline for filing objections, and providing information on how a party in interest may request a copy of the Plan and Disclosure Statement.

In accordance with Bankruptcy Rule 2002(l), the Debtors also provided supplemental notice of the Confirmation Hearing by causing a copy of the Confirmation Notice (modified as to format as necessary for publication) to be published once in the New York Times on November 6, 2013.

E. Disclosure Statement

The Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code.

F. Ballots and Solicitation

The form of the Class 3 ballot and Class 5 ballot (the "Ballots") adequately address the particular needs of the Chapter 11 Cases and are appropriate for each class of claims or interests entitled under the Plan to vote to accept or reject the Plan.

Ballots were not provided to the holders of Administrative Claims, Priority Tax Claims, Fee Claims, members of Class 1 (Other Priority Claims), Class 2 (Mortgage Lender Claim) and Class 4 (General Unsecured Claims) because they are unimpaired under the Plan and, therefore, are deemed to accept the Plan and therefore solicitation of their votes was not necessary.

Solicitation packages were transmitted to holders of Class 3 and Class 5 Claims on October 8, 2013 by Federal Express overnight service. Pursuant to the Ballots, the solicitation was scheduled to end on October 28, 2013, such that claimants and interest holders were given twenty-one days to vote. This period of time during which the Debtors solicited acceptances to the Plan was a reasonable period of time for Creditors and holders of Equity Interests to make an informed decision to accept or reject the Plan. The Ballots, both accepting the Plan, were returned to the Balloting Agent on October 10, 2013.

The procedures for the solicitation and tabulation of votes to accept or reject the Plan provided for a fair and equitable voting process and are consistent with section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b).

The materials provided in the solicitation packages satisfy the requirements of Bankruptcy Rule 3017(d).

G. Voting

Votes to accept and reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules and General Order M-454.

As evidenced by the Solicitation and Vote Declaration, Class 3 and Class 5, which are the only Classes entitled to vote on the Plan, have each accepted the Plan.

H. Classes Deemed to Have Accepted the Plan

Class 1, Class 2 and Class 4 are unimpaired and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

I. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1))

The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

J. Plan Compliance with Bankruptcy Code (11 U.S.C. §§ 1122 and 1123)

1. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1))

In addition to the Administrative Claims, Priority Tax Claims and Fee Claims, which need not be designated, the Plan designates five Classes of Claims and Equity Interests. The Claims and Equity Interests placed in each Class are substantially similar to other Claims and Equity Interests, as the case may be, in each such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Equity Interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims and Equity Interests. The Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

2. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2))

Article 4 of the Plan specifies that Class 1, Class 2 and Class 4 are unimpaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

3. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3))

Article 4 of the Plan designates Classes 3 and 5 as impaired and specifies the treatment of Claims and Equity Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

4. No Discrimination (11 U.S.C. § 1123(a)(4))

The Plan provides for the same treatment by the Debtors for each Claim or Equity Interest in each respective Class unless the holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

5. Implementation of Plan (11 U.S.C. § 1123(a)(5))

Article 5 of the Plan provides adequate and proper means for the Plan's implementation through the authorization and approval through the necessary corporate action to

dissolve or otherwise terminate each Debtors' existence as soon as practicable following the Effective Date, which shall occur on January 2, 2014, or as soon as reasonably practicable thereafter. The Debtors are authorized to implement the Plan in accordance with its terms and as detailed herein.

6. Charter of Debtor (11 U.S.C. § 1123(a)(6))

The Debtors are not corporations; therefore, section 1123(a)(6) of the Bankruptcy Code is not applicable.

7. Selection of Trustees, Member and Manager (11 U.S.C. § 1123(a)(7))

The Plan contemplates the liquidation and dissolution of the Debtors without the appointment of any trustee, member or manager following the confirmation of the Plan. Rather, Steven A. Carlson will continue to serve as CRO after the Effective Date and until the closing of the Chapter 11 Cases. Therefore, section 1123(a)(7) of the Bankruptcy Code is not applicable to these cases.

8. Payment to Creditors from Personal Services (11 U.S.C. § 1123(a)(8))

The Debtors are not individuals; therefore, section 1124(a)(8) of the Bankruptcy Code is not applicable.

9. Additional Plan Provisions (11 U.S.C. § 1123(b))

The Plan's provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

10. Sale of Individual Property (11 U.S.C. § 1123(c))

The Debtors are not individuals; therefore, section 1123(c) is not applicable.

11. Cure Defaults (11 U.S.C. § 1123(d))

To the extent that any defaults are cured, the cure amounts will be determined by the underlying agreement and applicable nonbankruptcy law.

K. Plan Compliance with Bankruptcy Rule 3016(a)

The Plan is dated and identifies the entities submitting the Plan as LIC Crown Mezz Borrower LLC, LIC Crown Leasehold Owner LLC and LIC Crown Fee Owner LLC, thereby satisfying Bankruptcy Rule 3016(a).

L. Plan Compliance with Bankruptcy Code (11 U.S.C. §§ 1129)

1. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2))

The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically:

(i) The Debtors are proper debtors under section 109 of the Bankruptcy Code.

(ii) The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court.

(iii) The Debtors have complied with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules in transmitting the Plan, the Disclosure Statement and the Ballots, as the case may be, and related documents in soliciting and tabulating votes on the Plan.

2. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3))

The Debtors have proposed the Plan in good faith and not by any means forbidden by law, and this Confirmation Order was not procured by fraud, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtors' good faith is evident from the facts and record of these Chapter 11 Cases, and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' estates.

3. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))

Any payment made or to be made by the Debtors for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

4. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5))

The Plan contemplates the liquidation and dissolution of the Debtors without the appointment of any director, officer or insider following the confirmation of the Plan. Therefore, section 1129(a)(5) is inapplicable to these Chapter 11 Cases. For the avoidance of doubt, Steven A. Carlson will continue to serve as CRO after the Effective Date until the Chapter 11 Cases are closed.

5. No Rate Changes (11 U.S.C. § 1129(a)(6))

Section 1129(a)(6) of the Bankruptcy Code is not applicable because no governmental regulatory commission has jurisdiction over the Debtors' rates or any change thereof.

6. Best Interests of Creditors (11 U.S.C. § 1129(a)(7))

The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis provided as Exhibit B to the Disclosure Statement and other evidence proffered or adduced at or prior to the Confirmation Hearing (a) are persuasive and credible, (b) have not been controverted by other evidence, and (c) establish that each holder of an impaired Claim or Equity Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

7. Acceptance of Certain Classes (11 U.S.C. § 1129(a)(8))

Class 1 (Other Priority Claims), Class 2 (Mortgage Lender Claim) and Class 4 (General Unsecured Claims) are the Classes of Unimpaired Claims that are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, and Class 3 (Mezzanine Lender Claim) and Class 5 (Equity Interests) (the “Accepting Classes”), as set forth in the Solicitation and Vote Declaration, have voted to accept the Plan in accordance with sections 1126(c) and (d) of the Bankruptcy Code and therefore satisfy section 1129(a)(8) of the Bankruptcy Code.

8. Treatment of Administrative, Priority Tax and Priority Non-Tax Claims (11 U.S.C. § 1129(a)(9))

The treatment of Administrative Claims pursuant to Article 3.1 of the Plan satisfies the requirements of sections 1129(a)(9)(A) and (B) of the Bankruptcy Code, and the treatment of Priority Tax Claims pursuant to Article 3.2 of the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code.

9. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10))

At least one Class of Claims against the Debtors that is impaired under the Plan has accepted the Plan (Class 3 and Class 5), determined without including any acceptance of the Plan by any insider, thus satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

10. Feasibility (11 U.S.C. § 1129(a)(11))

The feasibility requirement of section 1129(a)(11) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases, because the Plan provides for the complete liquidation of the Debtors’ estates for the benefit of Creditors that hold Claims against the Debtors.

11. Payment of Fees (11 U.S.C. § 1129(a)(12))

All fees payable under section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court on the Confirmation Date, have been paid or will be paid, on and after the Effective Date, and thereafter as may be required until entry of a final decree with respect to the Debtors, thus satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

12. Retiree Benefits (11 U.S.C. § 1129(a)(13))

The Debtors have no obligation to provide any retiree benefits, and accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable to the Plan. To the extent the Debtors do have an obligation to provide retiree benefits as a result of their obligation to pay into a pension fund for current union employees, the Plan satisfies the provisions of section 1129(a)(13) as the Mezzanine Acquisition Entity will assume all obligations under any collective bargaining agreements, including but not limited to that with Service Employees International Union, Local 32BJ ("32BJ"). The Mezzanine Acquisition Entity shall continue to contribute to the pension consistent with past practices.

13. Domestic Support Obligations (11 U.S.C. § 1129 (a)(14))

The Debtors are not required to pay any domestic support obligations; therefore, section 1129(a)(15) of the Bankruptcy Code does not apply.

14. Unsecured Creditors' Objection (11 U.S.C. § 1129(a)(15))

The Debtors are not individuals; therefore, section 1129(a)(15) of the Bankruptcy Code does not apply.

15. Transfer of Property (11 U.S.C. § 1129(a)(16))

All transfers of property under the Plan shall be made with any applicable provisions of nonbankruptcy law; therefore, section 1129(a)(16) is satisfied.

16. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b))

Based upon the evidence proffered, adduced, or presented by the Debtors in the Plan and the Disclosure Statement and at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable as required by section 1129(b)(1) of the Bankruptcy Code, and there are no Classes of Claims or Equity Interests that have voted to reject the Plan. The Plan is fair and equitable. The Plan does not discriminate unfairly with respect to any holders of Claims or Equity Interests. The legal rights of holders of Claims or Equity Interests are treated consistently with the treatment of other classes whose legal rights are substantially similar, and such holders of Claims or Equity Interest holders do not receive more than they legally are entitled to receive for their Claims or Equity Interests. Thus, the Plan may be confirmed.

17. Principal Purpose of the Plan (11 U.S.C. § 1129(d))

The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

M. Good Faith Solicitation (11 U.S.C. § 1125(e))

Based on the record before the Bankruptcy Court in these Chapter 11 Cases, the Debtors and the Released Parties, and in each case their current or former officers, directors, employees, agents, attorneys, accountants, financial advisors, other representatives, subsidiaries, affiliates or any person who controls any of these within the meaning of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all their respective activities relating to the solicitation of acceptances to the Plan and their participation

in the activities described in section 1125 of the Bankruptcy Code, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

N. Assumption and Rejection

The Plan's treatment regarding the assumption or rejection of executory contracts and Unexpired Leases in Article 8 of the Plan comports with the requirements of section 365(b) of the Bankruptcy Code.

O. Releases and Injunctions

Each of the release provisions set forth in Article 6 and the exculpation provision set forth in Article 11.7 of the Plan: (i) is within the jurisdiction of the Court under 28 U.S.C. § 1334, (ii) is an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code, (iii) is an integral element of the transactions incorporated into the Plan, (iv) confers a material benefit on, and is in the best interests of, the Debtors, their Estates and their Creditors and holders of Equity Interests, (v) is important to the overall objectives of the Plan and (vi) is consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code.

P. Satisfaction of Confirmation Requirements

The Plan satisfies all applicable requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

Q. Retention of Jurisdiction

The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article 10.1 of the Plan and section 1142 of the Bankruptcy Code.

DECREEES

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Objections

All Objections to the Plan, the Disclosure Statement and/or the Solicitation Procedures that have not been withdrawn, waived or settled, and all reservations of rights pertaining to approval of the Disclosure Statement and the Solicitation Procedures and confirmation of the Plan included therein, are overruled on the merits.

DISCLOSURE STATEMENT AND SOLICITATION

1. Disclosure Statement

The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. Solicitation

The Debtors' solicitation of acceptances of the Plan prior to the commencement of the Chapter 11 Cases is approved as being in compliance with all applicable requirements of section 1126(b) of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, General Order M-454 and all applicable non-bankruptcy law.

3. Ballots

The Ballots in the form transmitted with the Disclosure Statement prior to the commencement of the Chapter 11 Cases are approved in all respects.

4. Tabulation of Votes

The holders of Claims in Class 3 (Mezzanine Lender Claim) and Class 5 (Equity Interests) have voted to accept the Plan in the numbers and amounts required by section 1126(c) of the Bankruptcy Code. All other Classes of Claims and Interests are Unimpaired and are deemed pursuant to section 1126(f) of the Bankruptcy Code to have accepted the Plan.

PLAN

1. Confirmation

The Plan is approved and confirmed under section 1129 of the Bankruptcy Code.

2. Binding Effect

The Plan and its provisions shall be binding upon the Debtors, any Entity acquiring or receiving property or a distribution under the Plan, and any holder of a Claim against or Equity Interest in the Debtors, including all governmental entities (including without limitation all taxing authorities), whether or not the Claim or Equity Interest of such holder is impaired under the Plan, whether or not the Claim or Equity Interest is Allowed, and whether or not such holder or entity has accepted the Plan.

The rights, benefits and obligations of any Entity named or referred to in the Plan, or whose actions may be required to effectuate the terms of the Plan, shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

The terms and provisions of the Plan and this Confirmation Order shall survive and remain effective after entry of any order which may be entered closing the Chapter 11 Cases, dismissing the Chapter 11 Cases or converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, and the terms and provisions of the Plan shall continue to be effective in this or any superseding case under the Bankruptcy Code.

3. Objection to Claims

Objections to Claims shall be filed and served upon each affected Creditor by the Debtors and/or the Mezzanine Lender or Mezzanine Acquisition Entity no later than sixty (60) days after the later of (i) the Confirmation Date (“Objection Deadline”) or (ii) the date the Claim is timely filed, provided however, that the Objection Deadline may be extended by the Bankruptcy Court upon motion of the Debtors with the consent of the Mezzanine Lender or Mezzanine Acquisition

Entity, without notice or hearing, for up to an additional sixty (60) days thereafter. The Objection Deadline shall automatically be extended without further order of the Court during the time period following the filing of the extension motion until such time as the Court enters an order granting or denying the requested extension.

4. Distributions

Distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to the Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is practicable. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day. The Debtors shall make all distributions required to be made under the Plan except as otherwise specifically provided therein. As a condition to the Effective Date of the Plan and contemporaneous with such Effective Date, the Mezzanine Lender or the Mezzanine Acquisition Entity shall make a payment in Cash to the Mortgage Lender in the amount of the Mortgage Loan Amount, in full satisfaction of the Mortgage Loan. Further, on the Effective Date, the Mezzanine Lender or the Mezzanine Acquisition Entity shall transfer to the Debtors for the benefit of holders of Equity Interests \$5,000,000.00, without set-offs or offset for any Claims or deductions not specifically contemplated under the PSA.

5. Waiver of Certain Insider Claims

No distribution shall be made to Gerstein Strauss & Rinaldi, LLP ("GSR") on account of its General Unsecured Claim in the amount of \$11,515.00 pursuant to agreement of the Debtors, the Mezzanine Lender and Gerstein. Nor shall any distribution be made to SL Realty Services,

LLC (“SL Realty”) on account of its General Unsecured Claim in the amount of \$586,783.26 pursuant to an agreement of the Debtors, the Mezzanine Lender and SL Realty.

6. Delivery of Distributions

Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim or Equity Interest shall be made at the address set forth on the Schedules filed with the Bankruptcy Court or on the books and records of the Debtors or their agents, unless the Debtors have been notified in writing of a change of address, including by the Filing of a Proof of Claim, Administrative Claim or Equity Interest request that contains an address for a holder of a Claim or Equity Interest different from the address for such holder reflected on any Schedule.

7. Reserves for Disputed Administrative, Priority Tax and Other Priority Claims

On or before the Effective Date, the Debtors shall establish and maintain a reserve in an amount equal to the sum of (i) all Disputed Administrative Claims, Disputed Cure Amounts, Disputed Priority Tax Claims and Disputed Other Priority Claims, if any, in an amount equal to what would be distributed to holders of Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Other Priority Claims and Disputed Cure Amounts if their Disputed Claims had been deemed Allowed Claims on the Effective Date or on the Administrative Claims Bar Date or such other amount as may be approved by the Bankruptcy Court upon motion of the Debtors and/or the Mezzanine Acquisition Entity and (ii) an estimated amount for unpaid Fee Claims and any other Administrative Claims that have not been Filed as of the Effective Date, such amount to be agreed upon by the Debtors and the Mezzanine Acquisition Entity or such other amount as may be fixed by the Bankruptcy Court (together, the “Administrative Claims Reserve”). With respect to such Disputed Claims, if, when and to the extent any such Disputed Claim becomes an Allowed Claim by Final Order, the relevant portion of the Cash held in reserve therefor shall be distributed by the Debtors to the claimant in a manner consistent with

distributions to similarly situated Allowed Claims. The balance of such Cash, if any, remaining after all Fee Claims, Disputed Administrative Claims, Disputed Cure Amounts, Disputed Priority Tax Claims and Disputed Other Priority Claims have been resolved and distributions made in accordance with the Plan, shall be released and distributed promptly to the Mezzanine Acquisition Entity (and not to the Debtors); provided the Mortgage Loan Amount is paid in full to Mortgage Lender prior thereto. No payments or distributions shall be made with respect to a Claim that is a Disputed Claim pending the resolution of the dispute by Final Order or agreement of the parties (including the Mezzanine Acquisition Entity). In the event the Debtors lack sufficient Cash to make the payments contemplated by the Plan, the Mezzanine Lender or the Mezzanine Acquisition Entity shall fund any shortfall, and Mortgage Lender and the Borrower Parties shall have no obligation therefor.

8. Reserves for Disputed Claims

On or before the Effective Date, the CRO shall establish and maintain a reserve (“Class 4 Disputed Claims Reserve”) for all Class 4 Disputed Claims, including any Disputed Rejection Damage Claims. For purposes of establishing a reserve for Class 4 Disputed Claims, Cash will be set aside in an amount equal to the amount that would have been distributed to the holders of Class 4 Disputed Claims had their Class 4 Disputed Claims been deemed Allowed Claims on the Effective Date or such other amount as may be approved by the Bankruptcy Court upon motion of the Debtors and/or Mezzanine Lender or the Mezzanine Acquisition Entity. With respect to such Class 4 Disputed Claims, if, when and to the extent any such Class 4 Disputed Claim becomes an Allowed Claim by Final Order, the relevant portion of the Cash held in reserve therefor shall be distributed by the Debtors to the Claimant on the first Business Day following the end of the calendar quarter in which the Class 4 Disputed Claim becomes an Allowed Claim (or earlier in the discretion of the Debtors or the Mezzanine Acquisition Entity) and in a manner

thereafter consistent with distributions to similarly situated Allowed Claims. The balance of such Cash, if any, remaining in the Class 4 Disputed Claim Reserve after all Class 4 Disputed Claims have been resolved and distributions made in accordance with the Plan, shall be released and distributed promptly to the Mezzanine Acquisition Entity (and not to the Debtors); provided the Mortgage Loan Amount is paid in full to Mortgage Lender prior thereto. No payments or distributions shall be made with respect to a Claim that is a Disputed Claim pending the resolution of the dispute by Final Order or agreement of the parties (including the Mezzanine Acquisition Entity). Mezzanine Acquisition Entity shall be responsible for, and will litigate to judgment or otherwise resolve any Disputed Claims, and shall indemnify each of the Borrower Parties for any liability arising from such Disputed Claims.

9. Assumption or Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2))

Any and all prepetition unexpired Leases or executory contracts (not otherwise previously rejected or the subject of a motion to reject pending on the Confirmation Date), including, but not limited to, all collective bargaining agreements, shall be deemed assumed by the Debtors and assigned to the Mezzanine Acquisition Entity effective as of the Effective Date. Without limiting the foregoing, on the Effective Date, all Leases of non-residential property with tenants shall be deemed assumed by the Debtors and assigned to the Mezzanine Acquisition Entity, and all Security Deposits as well as the letters of credit shall be transferred to the Mezzanine Acquisition Entity in accordance with the terms of the Plan, and the Mezzanine Acquisition Entity shall transfer \$280,100.92 to the Guarantors in consideration of the transfer of such cash Security Deposits, and the Mezzanine Acquisition Entity shall maintain custody and control of all Security Deposits and letters of credit, if any, posted by tenants in accordance with the terms of their Leases and applicable non-bankruptcy law; provided, however, the transfer of

any Security Deposits to the Mezzanine Acquisition Entity are subject to (i) payment of the Mortgage Loan Amount to the Mortgage Lender in full and (ii) Mortgage Lender's rights pursuant to the Mortgage Loan Documents and the Intercreditor Agreement. Upon assignment of any executory contract or unexpired lease, the Mezzanine Acquisition Entity shall assume all obligations under such executory contract or unexpired lease, including, but not limited to, return of security deposits and any tenant allowances (for build-outs, repairs or otherwise), whether such obligations arose prior to or subsequent to such assignment and the Debtors shall have no further obligations under any and all prepetition unexpired Leases or executory contracts pursuant to section 365(k) of the Bankruptcy Code. Any rent arrears owing to the Debtors shall be assigned to Mezzanine Acquisition Entity, without representation. For the avoidance of doubt, all collective bargaining agreements, including but not limited to that with 32BJ, shall be assumed and assigned to the Mezzanine Acquisition Entity. The Mezzanine Acquisition Entity shall continue to contribute to the pension consistent with past practices.

10. Bar to Rejection Damages

Pursuant to Article 8.2 of the Plan, proofs of Claim with respect to Claims arising from the rejection of executory contracts or Leases, if any, shall, unless another order of the Bankruptcy Court provides for an earlier date, be Filed with the Bankruptcy Court within thirty (30) days after the mailing of notice of the Effective Date; provided, however, proofs of Claim with respect to any Claim arising from the rejection of an executory contract that is designated for rejection by the Mezzanine Acquisition Entity following the entry of an order of the Bankruptcy Court fixing the disputed cure amount for such contract shall be filed within five (5) days after the entry of an order of the Bankruptcy Court approving the rejection of such executory contract. Any and all proofs of Claim with respect to Claims arising from the rejection of executory contracts by the Debtors shall be treated as Class 4 General Unsecured

Claims, for purposes of distribution pursuant to the Plan. Unless otherwise permitted by Final Order, any proof of Claim that is not Filed before the Bar Date (other than those Claims arising from the rejection of executory contracts or Leases under the Plan, as set forth above) shall automatically be disallowed as a late-filed Claim, without any action by the Debtors, and the holder of such Claim shall be forever barred from asserting such Claim against the Debtors, their Estates or property of their Estates.

11. Preservation of Insurance

The Plan shall not diminish or impair the enforceability of any insurance policy, right or claim that may cover Claims against the Debtors (including, without limitation, their direct or indirect members, managers or officers) or any other person or entity. Likewise, the Plan and this Confirmation Order shall not impair any insurance carrier's rights, claims, defenses or disputes under any policy and shall not act to increase or extend any rights of the Debtors or the carriers.

12. Approval of Settlements, Releases, Transactions and Agreements

By virtue of this Confirmation Order, the settlements, releases, transactions and agreements to be effected pursuant to the Plan are hereby approved in all respects. Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all claims or controversies relating to the rights that a holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order shall constitute (i) the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or causes of action of (a) the Debtors and their Estates, including, without

limitation, any Person or Entity seeking to exercise a right in a derivative capacity on behalf of the Estates, and (b) the Released Parties and (ii) the Bankruptcy Court's finding that such compromise or settlement (a) is in the best interests of the Debtors, their Estates, their property and holders of Claims and Equity Interests and (b) is fair, equitable and reasonable. For the avoidance of doubt, the compromise and settlement of all claims and causes of action of the Debtors and their Estates as set forth herein shall include any potential avoidance actions accruing to the Debtors or their Estates, which shall not be pursued.

13. Governmental Approvals Not Required

This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, and any documents, instruments, or agreements, and any amendments or modifications thereto.

14. Exemption from Transfer Taxes

Pursuant to Bankruptcy Code section 1146(a): (a) the issuance, transfer, or exchange of notes or equity securities under the Plan; (b) the creation of any mortgage, deed of trust, lien, pledge, or other security interest; (c) the making or assignment of any contract, lease or sublease; or (d) the making or delivery of any deed or other instrument of transfer or other consideration under, in the furtherance of, or in connection with the Plan, including, without limitation, the delivery of the Property to the Mezzanine Acquisition Entity and any other payments and transfers pursuant to the Plan by any Debtor(s) to the Mezzanine Acquisition Entity; or (e) delivery of deeds, bills of sale or other transfers of tangible property will not be subject to any

stamp tax, or other similar tax or any tax held to be a stamp tax or other similar tax under applicable law.

15. Transfer of Property

The Property shall be transferred to the Mezzanine Acquisition Entity pursuant to the Transfer Documents referenced in that certain Plan Support and Cooperation agreement dated October 2, 2013 between and among Mortgage Lender, Mezzanine Lender, the Debtors and the Guarantors (the “PSA”) on the terms and conditions of the PSA and the Transfer Documents on the Effective Date or as soon as practicable thereafter.

16. Final Fee Applications/Administrative Expense Claims

Requests for payment of Fee Claims in accordance with the PSA incurred through the Effective Date must be Filed and served on the U.S. Trustee, all persons who have filed a notice of appearance in these cases and the notice parties identified in the PSA no later than thirty (30) days after the Effective Date.

Requests for payment of Administrative Claims (except for Fee Claims) must be Filed and served on the Debtors, and their counsel, no later than thirty (30) days after the Effective Date (the “Administrative Claims Bar Date”). Any Person that is required to File and serve a request for payment of an Administrative Claim and fails to timely File and serve such request, shall be forever barred, estopped and enjoined from asserting such Claim or participating in distributions under this Plan on account thereof. Objections to requests for payment of Administrative Claims (except for Fee Claims) must be Filed and served on the Debtors and their counsel, and the party requesting payment of an Administrative Claim within thirty (30) days after the Filing of such request for payment. All post-Petition Date ordinary course Administrative Claims shall be paid in the ordinary course during the Chapter 11 Cases.

17. Releases and Injunctions

The release and injunction provisions contained in the Plan are fair and equitable, are given for valuable consideration, and are in the best interests of the Debtors and their Estates, and such provisions shall be effective and binding upon all persons and entities.

Pursuant to Article 6.1 of the Plan and section 1123(b) of the Bankruptcy Code for good and valuable consideration provided by each of the Released Parties, on the Effective Date and effective as of the Effective Date, the Released Parties are deemed released and discharged by each of the Debtors' and their Estates from any and all obligations, liabilities, claims, counterclaims, crossclaims, offsets, demands, and causes of action, whether known or unknown, direct or derivative, contingent or absolute, that any of the Debtors would have been legally entitled to assert, or, now or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of the Plan including, but not limited to, any claim or cause of action arising from or relating to the Debtors, the Chapter 11 Cases, the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest of the Released Parties that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the negotiation, formulation or preparation of the Plan and the Disclosure Statement, or upon any other act or omission, transaction, agreement, event or other occurrence taking place, in each case to the extent incurred on or prior to the Effective Date, other than (i) in each case claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence; and (ii) liability of any released person for any debt owed to the United States Government, any state, city or municipality arising under (w) the Internal Revenue Code or any state, city or municipal tax code, (x) the environmental laws of the United States or any state, city or municipality or (y) laws regarding the regulation of securities administered by

the Securities and Exchange Commission and (z) any criminal laws of the United States, any state, city or municipality. From and after the Effective Date, a copy of the Confirmation Order and the Plan shall constitute, and may be submitted as, a complete defense to any claim or liability released pursuant to Article 6 of the Plan.

In addition, on the Effective Date, (i) the Borrower Parties shall execute and deliver a release in favor of Mortgage Lender, C-III, and Wells Fargo substantially in the form of Exhibit A-1 to the PSA; (ii) the Borrower Parties shall execute and deliver a release in favor of Mezzanine Lender substantially in the form of Exhibit A-2 to the PSA; (iii) the Borrower Parties shall execute and deliver a release in favor of the CRO substantially in the form of Exhibit A-3 to the PSA; (iv) Mortgage Lender, C-III shall execute and deliver a release in favor of the Borrower Parties substantially in the form of Exhibit A-4 to the PSA; (v) Mezzanine Lender shall execute and deliver a release in favor of the Borrower Parties substantially in the form of Exhibit A-5 to the PSA; (vi) Mortgage Lender shall execute and deliver a release in favor of Mezzanine Lender substantially in the form of Exhibit A-6 to the PSA; (vii) Mezzanine Lender shall execute and deliver a release in favor of Mortgage Lender, C-III and Wells Fargo substantially in the form of Exhibit A-7 to the PSA; and (viii) each of the Debtors and the Released Parties shall be deemed released by all holders of Claims or Equity Interests, of and from any claims, obligations, rights, causes of action and liabilities for any act or omission occurring through the date immediately preceding the Effective Date that arise from, or are related to, the Property and the ownership thereof, the Mortgage Loan, the Mezzanine Loan and the Intercreditor Agreement; provided, however, for the avoidance of doubt, the releases provided herein shall not affect any right granted to or obligation imposed upon either Mortgage Lender or Mezzanine Lender pursuant to the Intercreditor Agreement from and after the Effective Date. The releases to be granted in

favor of the Borrower Parties (clauses (iv) and (v) of this paragraph) shall be (x) subject to and only become effective upon the performance of the Borrower Parties under the PSA and (y) a material condition to the release of the Transfer Documents from escrow pursuant to the PSA. Further, the releases to be granted in favor of Mortgage Lender (clauses (i) and (vii) of this paragraph) shall be a condition to Mortgage Lender's obligations to convey the Mortgage Loan pursuant to the terms of this Plan.

18. Injunctions

Except as otherwise expressly provided for in the Plan or this Confirmation Order and to the fullest extent authorized or provided by the Bankruptcy Code, including sections 524 and 1141 thereof, upon the entry of this Confirmation Order, and provided that the Effective Date occurs, and at all times on and after the Effective Date, through and including the date of entry of a Final Order closing the Chapter 11 Cases, all Persons that have held, currently hold or may hold a claim or other debt or liability against or interests in the Debtors or their Estates, are permanently enjoined from taking any of the following actions in any court or forum, other than the Bankruptcy Court, against or affecting the Debtors, the Estates, their assets or property, with respect to such claims or interests:

- (i) commencing or continuing any judicial or administrative proceeding or employing any process against the Debtors, their Estates, with the intent or effect of interfering with the consummation and implementation of the Plan and the transfers, payments and distributions to be made thereunder;

- (ii) commencing or continuing of any action, employment of process, or act to collect, offset, or recover any Claim or cause of action against the Debtors or the Estates;
- (iii) pursuing the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or the Estates;
- (iv) creating, perfecting or enforcing any encumbrance of any kind against the Debtors or the Estates;
- (v) asserting any right of setoff, counterclaim, exculpation, subrogation or recoupment of any kind against the Debtors or the Estates.

provided, however, nothing in Articles 6.2 or 11.8 of the Plan shall prohibit any Person from taking actions to enforce any rights or obligations under or in connection with its Claim(s), the terms of the Plan, or this Confirmation Order in the Bankruptcy Court; *provided further,* however, nothing in this Confirmation Order or the Plan shall effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against the Released Parties, nor shall anything in this Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action or other proceedings against the Released Parties for any liability whatever, including without limitation any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state or local authority.

Pursuant to Article 6.2 of the Plan, on the Effective Date, the Debtors shall be permanently enjoined from commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind, including asserting any setoff, right of subrogation, contribution, indemnification or recoupment of any kind, directly or indirectly, or proceeding in any manner in any place inconsistent with the releases granted by the Debtors and their Estates to the Released Parties pursuant to the Plan.

MISCELLANEOUS

1. Withdrawal or Revocation of the Plan

The Debtors, in consultation with the Mortgage Lender, the Mezzanine Lender and the Mezzanine Acquisition Entity, reserve the right prior to the Effective Date to revoke or withdraw the Plan; provided, however, if the Plan has not become effective by the earlier March 10, 2013, or within twenty (20) business days after the entering of this Confirmation Order (the “Effective Date Deadline”) (or such other date as agreed to by Debtors, Mortgage Lender, Mezzanine Lender and the Mezzanine Acquisition Entity; provided, however, for the avoidance of doubt, upon the occurrence of any Authority Litigation, the Effective Date Deadline shall be extended by thirty (30) days so long as the Opposition is being diligently pursued), each of the Debtors shall, unless otherwise agreed by the Debtors, Mortgage Lender, Mezzanine Lender and the Mezzanine Acquisition Entity in their respective sole and absolute discretion, cause their respective affiliates and agents to use good faith, diligence and commercially reasonable efforts to withdraw the Plan and seek dismissal of the Chapter 11 Cases, without prejudice to the rights and defenses of the Debtors, Mortgage Lender, Mezzanine Lender and the Mezzanine Acquisition Entity. If the Debtors revoke or withdraw the Plan or if confirmation or consummation of the Plan does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the allowance, fixing or

limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests) and any assumption or rejection of executory contracts or Leases affected by the Plan shall terminate and be of no further force or effect, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors or any other Person, (ii) prejudice in any manner the rights or defenses of Debtors or any other Person, or (iii) constitute an admission of any sort by the Debtors or any other Person. For the avoidance of doubt, if the Debtors withdraw the Plan or seek dismissal of the Chapter 11 Cases, Mortgage Lender may, at its option and election, pursue any and all rights and remedies available to Mortgage Lender pursuant to the Mortgage Loan Documents, applicable law or otherwise, subject to the Debtors' defenses.

2. Post-Confirmation Non-Material Modification

Without the approval of the Bankruptcy Court and on without notice to the U.S. Trustee or holders of Claims and Equity Interests, the Debtors may, insofar as it does not materially and adversely affect the interest of holders of Claims, correct any defect, omission or inconsistency in the Plan in such manner and to such extent as may be necessary to expedite consummation of the Plan; provided, however, that any such amendment or modification of the Plan must be approved in writing by the Mortgage Lender, the Mezzanine Lender and the Mezzanine Acquisition Entity.

3. Post-Confirmation Material Modification

On notice to and an opportunity to be heard, the Plan may be altered or amended by the Debtors in a manner which, in the opinion of the Bankruptcy Court, materially and adversely affects holders of Claims, provided that such alteration or modification is made after a hearing and otherwise meets the requirements of section 1127 of the Bankruptcy Code; provided,

however, that any such amendment or modification of the Plan must be approved in writing by the Mortgage Lender, the Mezzanine Lender and the Mezzanine Acquisition Entity.

4. Provisions of Plan and Confirmation Order Non-Severable and Mutually Dependent

The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent.

5. Automatic Stay

The automatic stay provided for under section 362 of the Bankruptcy Code shall remain in effect until the Effective Date.

6. Notice of Entry of Confirmation Order and Effective Date

Pursuant to Bankruptcy Rules 2002(f), 2002(k) and 3020(c), on or before the fifth (5th) Business Day following the Effective Date, the Debtors shall electronically file with the Court and serve notice of entry of this Confirmation Order and occurrence of the Effective Date by causing notice of entry of this Confirmation Order and occurrence of the Effective Date in substantially the same form as attached hereto as Exhibit B (the “Notice of Confirmation and Effective Date”), to be delivered to all known Creditors (including those whose claims are unimpaired, as well as impaired, by the Plan), the U.S. Trustee, and the United States (in accordance with Bankruptcy Rule 2002(j)) and all known parties in interest by first-class mail, postage prepaid. The notice described herein is adequate under the particular circumstances and no other or further notice is necessary. The form of Notice of Confirmation and Effective Date substantially in the form annexed hereto as Exhibit B is approved. The Notice of Confirmation and Effective Date shall also serve as the notice setting forth the Administrative Claims Bar Date.

7. Closing of the Cases

The Debtors' Chapter 11 Cases shall be closed following the consummation of the Plan upon further application of the Debtors and approval of the Court.

8. Retention of Jurisdiction

Following the Effective Date, the Court shall retain jurisdiction over the Chapter 11 Cases to the extent legally permissible, including, without limitation, such jurisdiction as is necessary to ensure that the purposes and intent of the Plan are carried out according to its terms.

9. Post-Confirmation Requirements

The Debtors shall file quarterly status reports following the Effective Date and shall pay all fees due under 28 U.S.C. § 1930 until the Chapter 11 Cases are closed.

10. Applicable Non-Bankruptcy Law

Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan and the Plan Documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

11. Creditors' Meeting

The requirement of the U.S. Trustee to convene a meeting pursuant to section 341(a) of the Bankruptcy Code is hereby waived.

12. Final Order

This Confirmation Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof.

13. Validity and Enforceability

Each term and provision of the Plan is valid and enforceable pursuant to its terms.

14. Further Actions; Implementation

The Debtors and the Released Parties, as applicable, are authorized and directed to execute, deliver, file or record such documents, contracts, instruments, releases and other agreements and take such other or further actions as may be necessary to effectuate or further evidence the terms and conditions of the Plan. In the case of the Debtor, upon Confirmation, and in the case of the Post-Confirmation Debtor, upon the Effective Date, the Debtor and the Post-Confirmation Debtor, as applicable, shall be authorized to take any and all steps and execute all documents necessary to effectuate the provisions contained in the Plan.

15. Conflicts between Order and Plan

In the event of a conflict between the terms of the Plan and any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, the terms of the Plan shall control over any such documents. In the event of a conflict between the terms of the Plan or any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the one hand, and the terms of this Confirmation Order, on the other hand, the terms of this Confirmation Order shall control. In the event of a conflict between the information contained in the Disclosure Statement, on the one hand, and the terms of the Plan, this Confirmation Order or any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the other hand, the Plan, this Confirmation Order or any contract, instrument, release or other agreement or document entered into in connection with the Plan (as the case may be) shall control.

16. Reference to and Validity and Enforceability of Plan Provisions

The failure to reference any particular provision of the Plan in this Confirmation Order shall not impair, prejudice, waive or otherwise affect the binding effect, enforceability or legality of such provisions, and such provisions shall have the same binding effect, enforceability or

legality as every other provision of the Plan and this Confirmation Order. Each term and provision of the Plan, as it may have been altered or interpreted by this Court, is valid and enforceable pursuant to its terms.

17. Record Closed

The record of the Confirmation Hearing is hereby closed.

Dated: December 16, 2013
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge