

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

Chapter 11

1111 MYRTLE AVENUE GROUP LLC,

Case No. 15-12454 (SCC)

Debtor.

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**STIPULATION AND ORDER (A) AUTHORIZING  
DEBTOR’S USE OF CASH COLLATERAL, (B)  
PROVIDING ADEQUATE PROTECTION, (C)  
SCHEDULING FINAL HEARING, AND (D) GRANTING  
RELATED RELIEF**

This stipulation and consent order (the “**Stipulation**”) is made as of September 1, 2015 by and between 1111 Myrtle Avenue Group LLC, Debtor and Debtor-in-Possession (the “**Debtor**”), and United International Bank (“**UIB**” or the “**Lender**” and together with the Debtor, the “**Parties**”).

**RECITALS**

A. On September 1, 2015 (the “**Petition Date**”) the Debtor filed with this Court a voluntary petition for relief under chapter 11 of title 11, United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). Pursuant to Bankruptcy Code §§ 1107 and 1108, the Debtor has retained possession of its assets and continued the operation and management of its business.

B. No trustee, examiner or statutory committee of unsecured creditors (a “**Creditors Committee**”) has been appointed in this case pursuant to Bankruptcy Code § 1102.

C. This Court has jurisdiction over these proceedings and over the persons and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the Order of the United States District Court for the Southern District of New York dated January 31, 2012 by Chief Judge Loretta A. Preska, captioned *In the Matter of Standing Order of Reference Re: Title 11*.

Venue of this case and matter in this District is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b).

D. The Debtor owns certain commercial property located at and commonly known by the street addresses of (i) 1123 Myrtle Avenue (ii) 1103 Myrtle Avenue and (iii) 1101 Myrtle Avenue a/k/a 27-35 Lewis Avenue, Brooklyn, New York (the “**Property**”).

E. As of the Petition Date, the Debtor was a party to (a) the Mortgage Modification and Extension Agreement dated December 30, 2014 (the “**Prepetition Mortgage Agreement**”); (b) the Second Amended and Restated Mortgage Note dated December 30, 2014 in the principal amount of \$6,283,544.55 (the “**Note**”); (c) the Ratification and Reaffirmation of Assignment of Leases and Rents (“**Rents Assignment**”); and (d) the Omnibus Reaffirmation of Other Loan Documents dated December 30, 2014 (the “**Omnibus Reaffirmation**”); (e) the Affidavit and Estoppel Certificate sworn to by Simon Alishaev on December 30, 2014 (the “**Estoppel Certificate**”, and all of the foregoing, together with all other documentation executed or delivered in connection therewith, the “**Existing Agreements**”).

F. The Lender asserts, and the Debtor stipulates and agrees that, as of the Petition Date, (i) the Debtor was indebted and liable to the Lender in the amount of \$6,167,670.11, without defense, counterclaim, setoff, recharacterization or avoidance of any kind, pursuant to the Existing Agreements (the “**Prepetition Debt**”).

G. As of the Petition Date, the Debtor alleges it was current with the payments due under the Note, and the Debtor intends to remain current with the payments due under the Note subsequent to the Petition Date.

H. The Debtor’s obligations to the Lender are secured by a duly filed consolidated, first mortgage on the Property (the “**Mortgage**”), and further secured by an assignment of rents

and proceeds (the “**Assignment of Rents**”).

I. The Lender asserts, and the Debtor stipulates and agrees that (i) the Mortgage constitutes a valid, perfected and enforceable first priority lien on and security interest in and to the Property; and (ii) the Assignment of Rents constitutes a valid, perfected and enforceable first prior lien on and security interest in the rents and proceeds collected or generated from the Debtor’s operation of the Property; and (iii) the PrePetition Debt is further secured by, *inter alia*, certain monies deposited by the Debtor into an account maintained with Lender pursuant to and in accordance with that certain Special Lock Box Deposit Agreement between 1111 Myrtle Avenue Group LLC, as borrower/debtor and UIB, as secured party dated December 10, 2009 and made effective as of December 29, 2009 (the “**Lockbox Agreement**” and, together with the Mortgage and the Assignment of Rents, the “**Prepetition Collateral**”).

J. As of the Petition Date, there were no offsets, defenses, challenges, claims, or counterclaims of any kind or nature to any portion of the Prepetition Debt, and no portion of the Prepetition Debt is subject to avoidance, recharacterization, or subordination (contractual, equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law, including without limitation any claims arising under chapter 5 of the Bankruptcy Code in respect of any matter relating to the Prepetition Debt, the Prepetition Liens or the Prepetition Collateral, or the conduct or actions of the Lender, or based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the date hereof that may be asserted by the Debtor or its estate against the Lender, or its affiliates, directors, officers, employees, agents and professionals.

K. The Debtor agrees and acknowledges that all rents generated from operation of the Property, including any cash proceeds generated therefrom, whenever acquired, represent

income, proceeds, products, rents, or profits of the Prepetition Collateral that have been paid into a lockbox prior to the Petition Date, pursuant to the LockBox Agreement, and shall be treated as the “cash collateral” in which the Lender has asserted and maintained a security interest for the purposes, and within the meaning of Bankruptcy Code § 363(a) (collectively, the “**Cash Collateral**”).

L. The Debtor agrees and acknowledges that the Lender has first priority perfected liens and security interests in the Cash Collateral pursuant to the applicable provisions of the Mortgage and Assignment of Rents and in accordance with Bankruptcy Code §§ 361, 363(a) and 552(b).

M. Pursuant to Bankruptcy Code § 363(c)(3), the Debtor cannot use the Cash Collateral without the consent of the Lender or an order of the Bankruptcy Court.

N. The Debtor cannot meet its ordinary operating expenses or maintain and preserve the Property as a going business without the use of the Cash Collateral.

O. The Debtor reasonably believes that the value of Debtor’s estate will be maximized by the continuation of Debtor as a going business, and the use of Cash Collateral is essential to such operation.

P. The Lender is entitled to receive adequate protection in respect of the Debtor’s use of the Prepetition Collateral and any decline in the value thereof, resulting from (a) the use of the Cash Collateral, (b) the use, sale, lease, or depreciation or other diminution in value of the Pre-Petition Collateral, or (c) as a result of the imposition of the automatic stay under Bankruptcy Code § 362(a) (the amount of any such diminution being referred to hereinafter as the “**Adequate Protection Obligations**”).

Q. Subject to the provisions, terms and conditions of this Stipulation set forth below,

the Lender acknowledges that the Debtor's performance of this Stipulation will satisfy its obligations under Bankruptcy Code § 362(d)(3).

R. The terms for the Debtor's use of Cash Collateral have been negotiated in good faith and at arm's length, and reflect the Debtor's exercise of prudent business judgment.

**NOW, THEREFORE**, in consideration of their covenants and mutual promises, the Parties hereby stipulate and agree as follows:

**STIPULATION**

1. Incorporation of Recitals. The foregoing recitals "A" through "R" are hereby incorporated by this reference and made a part of this Stipulation.

2. Effectiveness of Stipulation. This Stipulation shall be effective upon entry by the Bankruptcy Court of an Order approving it.

3. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Stipulation, pursuant to Bankruptcy Code § 363(c)(2), the Debtor is authorized to use the Cash Collateral during the period from the Petition Date through the Termination Date (the "**Specified Period**") (defined below).

4. Adequate Protection Liens. As adequate protection against and to the extent of any diminution in value of the Lender's interests in the Prepetition Collateral, and to the extent that the Cash Collateral is utilized by the Debtor, for the purposes of providing adequate protection within the meaning of Bankruptcy Code §§ 361 and 363, the Lender is hereby granted (effective and perfected as of the Petition Date and without the necessity of the execution, recording or filing of mortgages, security agreements, pledge agreements, financing statements or other documents) a valid and perfected replacement security interest in, and lien on (the "**Adequate Protection Liens**"), all of the right, title and interest of the Debtor in, to and under

all present and after-acquired rents of the Debtor, including all cash and Cash Collateral of the Debtor, rights to payment, whether arising before or after the Petition Date, leases, interests in leaseholds, rents, and the proceeds of all of the foregoing, whether now existing or hereafter acquired (collectively, the “**Collateral**”), provided, however, that the Collateral shall not include the Debtor’s claims and causes of action against Myrtle Property Holdings LLC, including those claims asserted by the Debtor in adversary proceeding no. 15-01348, or any claims and causes of action under Bankruptcy Code §§ 544, 545, 547, 548, 549 or 550 (collectively, the “**Actions**”). The Adequate Protection Liens shall be first priority perfected liens on all of the Collateral as to which the Lender had a valid and perfected first priority lien as of the Petition Date.

5. Extent of Adequate Protection Liens. The Adequate Protection Liens shall be enforceable against the Debtor, its estate and any successors thereto, including without limitation, any trustee or other estate representative appointed in this case, or any case under chapter 7 of the Bankruptcy Code upon the conversion of this chapter 11 case, or in any other proceedings superseding or related to any of the foregoing (collectively, the “**Successor Cases**”). Except as provided herein, the Prepetition Liens and Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereafter granted in this case or any Successor Cases, and shall be valid and enforceable upon the dismissal of this case or any Successor Cases. The Adequate Protection Liens shall not be subject to Bankruptcy Code §§ 510, 549 or 550. No lien or interest avoided and preserved for the benefit of the estate pursuant to Bankruptcy Code § 551 shall be made *pari passu* with or senior to the Prepetition Liens or Adequate Protection Liens.

6. Perfection of Adequate Protection Liens. This Stipulation shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens,

without the necessity of filing or recording any mortgage, financing statement or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action to validate or perfect (in accordance with applicable law) the Adequate Protection Liens, or to effect the priorities granted herein. The Debtor is authorized and directed to execute and deliver promptly to the Lender any such mortgage, financing statement or other instrument or document as the Bank may reasonably request. The Lender may file photocopies of this Stipulation as a financing statement or mortgage with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statement, notices of lien, mortgage or similar instrument.

7. Adequate Protection Superpriority Claims. As further adequate protection for the Debtor's Adequate Protection Obligations, the Lender is granted as and to the extent provided by Bankruptcy Code §§ 503(b) and 507(b), allowed superpriority administrative expense claims in this chapter 11 case and any Successor Cases in the amount of the Adequate Protection Obligations (the "**Adequate Protection Superpriority Claims**").

8. Priority of Adequate Protection Superpriority Claims. The Adequate Protection Superpriority Claims shall have priority over all other administrative expense claims and unsecured claims against the Debtor's estate, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kind specified in or ordered pursuant to Bankruptcy Code §§ 105, 326, 328, 330, 331, 364, 365, 503(a), 506(c), 507(a), 507(b), 546(d), 726 (to the extent permitted by law), 1113 and 1114.

9. Adequate Protection Payments. As further adequate protection for the Debtor's use of Cash Collateral, the Debtor shall pay to the Lender all payments that come due under the Note and Mortgage after the Petition Date, including (i) the monthly payment, commencing on

October 1, 2015, and continuing monthly thereafter on or before the tenth day of each consecutive succeeding month, in the amount of \$63,565.80, subject to such increases as provided for pursuant to the Existing Agreements; the (ii) quarterly tax escrows in the current amounts of \$814.92 (Property 2) and \$814.92 (Property 3), subject to such increases as may be provided for pursuant to the Existing Agreements; (iii) the semi-annual tax escrow in the current amount of \$98,276.94 (Property 1), subject to such increases as may be provided for pursuant to the Existing Agreements, and (iv) the annual escrow for property insurance in the current amount of \$12,304.43, subject to such increases as may be provided for pursuant to the Existing Agreements. These adequate protection payments shall be applied to the Debtor's obligations to the Lender in accordance with the Loan Documents.

10. Maintenance of Existing Lockbox Arrangement and Sweep of Account; Establishment of DIP Account.

- (a) The parties' existing lock-box arrangement shall continue in place post-petition, with all post-petition rents to be deposited into the lockbox under the control of the Lender (the "**Lockbox**"). The Debtor shall be permitted to maintain funds in the Lockbox so long as the amounts in the Lockbox, plus any amounts in the Debtor's DIP account(s) and any other account maintained by the Debtor with Lender question, total no more than \$250,000.
- (b) The Debtor's existing checking account shall be converted into a "DIP" or "Debtor in Possession" account and all monthly statements and checks labeled as such. The Debtor shall



complete and deliver all paperwork reasonably requested by Lender to effectuate this.

- (c) Each month the Lender shall sweep the Lockbox, after retaining sufficient funds in reserve to cover all adequate protection payments, and transfer such funds to the Debtor's debtor in possession account.

11. Additional Adequate Protection. As further adequate protection, the Debtor is authorized and directed to pay, and the Lender is authorized to deduct from the Lockbox, on a current basis, all fees, costs and charges incurred by the Lender, as provided for in the Existing Agreements including, without limitation, the fees and expenses of legal counsel advising the Lender, Davidoff Hutcher & Citron LLP ("DHC"). The Fees shall be paid by the Debtor, on a monthly basis, as soon as practicable after ten (10) business days subsequent to the date DHC files an invoice for payment of fees and expenses with the Court and sends a copy of such invoice to the Debtor's attorney and the U. S. Trustee's Office ("UST") (the "**Review Period**"), provided there is no objection filed by the Debtor or UST to such payment. If, during the Review Period, the Debtor or UST objects to any of the Fees, the Debtor will not pay the portion of the Fees objected to, pending resolution of such objection, either by an order of the Court or agreement between the parties. If, in the absence of any objection to a particular invoice, and after any payment is made by the Debtor on account of such invoice, the Court determines that such Fees should not have been paid, the Lender and DHC agree to disgorge such payment.

12. No § 506(c) Surcharge. In accordance with Local Bankruptcy Rule 4001-2(8), the Debtor acknowledges that it agreed to waive the right to surcharge Cash Collateral under § 506(c) of the Bankruptcy Code.

13. Modification of Automatic Stay. The automatic stay under Bankruptcy Code § 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of this Stipulation, including, without limitation, to: (a) permit the Debtor to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims and to make the Adequate Protection Payments; (b) permit the Debtor to perform such acts as the Lender may request in its sole discretion to assure the perfection and priority of the liens granted herein; and (c) authorize the Debtor to take any other actions to effectuate the terms of this Stipulation, provided, however, any stay relief with respect to the exercise of remedies shall be in accordance with such provisions below or as otherwise ordered by the Court.

14. Debtor's Obligations. The Debtor shall:

- (a) Utilize Cash Collateral solely to pay the regular expenses of the operation of its business to maintain the Property, pursuant to an approved budget(s) (the “**Budget**”), including without limitation all expenses the Debtor needs to pay to meet the requirements of the General Services Administration (“GSA”) under the Debtor’s lease with the GSA, including payments previously made by the Debtor or which were approved by the Lender as otherwise, were necessary to meet the requirements of the GSA;
- (b) Account for all of the Debtor’s expenditures in monthly reports, which the Debtor shall file with the Bankruptcy Court, and the Office of the United States Trustees; and
- (c) Pay all post-petition taxes, assessments, water and sewer bills and other municipal or governmental charges on the Property from funds deposited into the Lockbox. The Lender is authorized to remit payments from the

Lockbox to pay any and all such bills and charges.

15. Disposition of Collateral. The Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral without further Order of the Court, provided, however, the Debtor may continue to service existing tenants and pay related expenses in the regular course of business.

16. Events of Default. The occurrence of any of the following events, unless waived by the Lender in writing, shall constitute an event of default if not cured after ten days' written notice to the Debtor and its counsel (collectively, the "**Events of Default**"):

- (a) The failure by the Debtor to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Stipulation;
- (b) The entry of any order by the Court granting relief from or modifying the automatic stay of Bankruptcy Code § 362(a);
- (c) Dismissal of this chapter 11 case or conversion of this chapter 11 case to a chapter 7 case, or appointment of a chapter 11 trustee, or examiner with enlarged powers, or other responsible person; and/or
- (d) A default by the Debtor in reporting financial or operational information as and when required under this Stipulation that is not cured within fifteen (15) business days after it is due.

17. Rights and Remedies upon Event of Default or One Year Anniversary of Petition Date. After the occurrence of an uncured Event of Default, the Lender may declare a termination of the Debtor's right to use Cash Collateral by delivering to the Debtor a "**Termination Declaration**" setting forth a date, not less than seven (7) business days after delivery of the Termination Declaration, upon which the Debtor's right to use Cash Collateral shall terminate

(the “**Termination Date**”). On the earlier of (i) the Termination Date or the one year anniversary of the Petition Date, i.e. August 31, 2016, the Debtor’s right to use Cash Collateral shall automatically cease, unless the Debtor obtains an order by the Court continuing the use of cash collateral and except that the Debtor may use Cash Collateral solely to pay expenses critical to the preservation of the Property during the Remedies Notice Period (defined below). Within seven (7) business days after the Termination Date (the “**Remedies Notice Period**”), the Debtor shall be entitled to file a motion for an emergency hearing with the Court to show cause why the authorization to use Cash Collateral should continue. Unless the Court determines otherwise, after the Remedies Notice Period, (i) the automatic stay shall automatically be terminated at the end of the Remedies Notice Period without further notice or order, (ii) the Debtor shall no longer have the right to use or seek to use Cash Collateral, (iii) the Lender shall be permitted to exercise all remedies set forth herein, as applicable, and as otherwise available at law against the Collateral, without further order of or application to the Court, and without restriction or restraint by any stay under Bankruptcy Code §§ 105 or 362, or otherwise, against the enforcement of the liens and security interest in the Collateral or any other rights and remedies granted with respect thereto pursuant to the Loan or this Stipulation.

18. Carve Out. The Adequate Protection Liens and the Adequate Protection Superpriority Claims shall be subordinate solely to the following (together, the “**Carve Out**”): (a) fees under 28 U.S.C. § 1930 and 31 U.S.C. § 3717, and (b) the costs of administrative expenses not to exceed \$10,000.00 in the aggregate that are permitted to be incurred by any chapter 7 trustee in the event of a conversion of the Debtor’s chapter 11 case pursuant to Bankruptcy Code § 1112; provided, however, that no payments shall be made on account of the Carve Out if the payments due under the Note and Mortgage are not current except upon order

by the Court.

19. Reservation of Certain Third Party Rights and Bar of Challenges and Claims. The rights of any creditor, party in interest or committee, whether formal or informal, including a Creditors' Committee, to dispute or challenge the validity, perfection, extent, amount and priority of the Lender's claims and liens and/or the right to dispute the Bank's right to any Adequate Protection Payments authorized under this Order (collectively, a "**Challenge**") are expressly preserved for sixty (60) days from the date that counsel for a Creditors' Committee has been retained, if a Creditors' Committee is formed, and all other parties in interest are afforded sixty (60) days from the date that the Court has entered an Order approving this Stipulation (the "**Challenge Period**"). Upon the expiration of the Challenge Period (the "**Challenge Period Deadline**"), without the filing of a Challenge: (a) any and all such Challenges by any party (including, without limitation, any Creditors' Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed in this chapter 11 case, and any chapter 7 trustee and/or examiner or other estate representative appointed in any Successor Case), shall be deemed to be forever waived, released and barred, and (b) all of the Debtor's stipulations, acknowledgements, waivers, releases, affirmations and other stipulations to the priority, extent, and validity as to the Bank's claims, liens, and interests shall be of full force and effect and forever binding upon the Debtor, the Debtor's bankruptcy estate and all creditors, interest holders, and other parties in interest in this chapter 11 case and any chapter 7 case. Nothing in this Stipulation vests or confers on any Person (as defined in the Bankruptcy Code), including any Creditors' Committee or any other statutory committee appointed in the chapter 11 case, standing or authority to pursue any cause of action belonging to the Debtor's estate.

20. No Third Party Rights. Except as explicitly provided for herein, this Stipulation

does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

21. No Liability to Third Parties. In not objecting to the Debtor's use of Cash Collateral under the terms set forth herein or in taking any other actions related to this Stipulation, the Lender (i) shall have no liability to any third party and shall not be deemed to be in control of the operations of the Debtor or to be acting as a "controlling person," "responsible person" or "owner or operator" with respect to the operation or management of the Debtor (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute), and (ii) shall not owe any fiduciary duty to the Debtor, its creditors or its estate. The Lender's relationship with the Debtor shall not constitute or be deemed to constitute a joint venture or partnership with the Debtor.

22. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Stipulation is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the Lender's right to seek any other or supplemental relief in respect of the Debtor, including the right to seek additional adequate protection (without prejudice to any other person's right to object to or otherwise oppose such additional adequate protection); or (b) any of the rights of the Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of Bankruptcy Code § 362, (ii) request dismissal of this chapter 11 case; (iii) the allowance and payment pursuant to Bankruptcy Code § 506(b) of default interest on its Claim. The Debtor reserves the right to object to the payment of default interest, and any portion of the Lender's attorney's fees and expenses that the Debtor, in good faith, believes are not reasonable.

23. Binding Effect of Stipulation. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Stipulation shall become valid and binding upon the Debtor, the Lender, all other creditors of the Debtor, any committee appointed in this chapter 11 case, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in this chapter 11 case, any chapter 7 case, or upon dismissal of this chapter 11 case or any chapter 7 case. In the event of any inconsistency between the provisions of this Stipulation and any other order, the provisions of this Stipulation shall govern and control.

24. Modification, Amendment or Vacatur of Stipulation. In the event any or all of the provisions of this Stipulation are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, such modification, amendment or vacatur shall not affect the validity, perfection, priority, allowability, enforceability or non-availability of any advances, payments or use of cash whether previously or hereunder, or lien, claim or priority authorized or created hereby. Any liens or claims granted to the Lender hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Stipulation shall be governed in all respects by the original provisions of this Stipulation, including entitlement to all rights, remedies, privileges and benefits granted herein.

25. Survival. The provisions of this Stipulation and any actions taken pursuant hereto shall survive entry of any order that may be entered: (a) confirming any chapter 11 plan in this case; (b) converting this chapter 11 case to a case under chapter 7 of the Bankruptcy Code; (c) dismissing this chapter 11 case; or (d) pursuant to which this Court abstains from hearing this chapter 11 case. The terms and provisions of this Stipulation, including the claims, liens, security interests and other protections granted pursuant to this Stipulation, notwithstanding the entry of

any such order, shall continue and shall maintain priority as provided by this Stipulation.

26. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Stipulation according to its terms.

27. Counterparts. This Stipulation may be executed in counterparts, all of which taken together shall constitute one and the same instrument. The Parties may execute this Stipulation by signing any such counterpart and delivering such counterpart by facsimile, electronically or otherwise.

28. Authorization. Each of the undersigned represents and warrants that it has full and requisite power and authority to execute and deliver this Stipulation. The Parties are authorized, empowered and directed to execute and deliver all other agreements, instruments and documents and take any and all other actions in order to effectuate this Stipulation.

GOLDBERG WEPRIN  
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So Ordered this 3rd day of December, 2015

/S/ Shelley C. Chapman  
Hon. Shelley C. Chapman  
UNITED STATES BANKRUPTCY JUDGE