

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

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IN RE:)	CHAPTER 11
)	
EAST END DEVELOPMENT LLC,)	CASE NO.: 12-76181 (REG)
)	
)	
Debtor.)	
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THIRD AMENDED PLAN OF REORGANIZATION AND SALE

DATED MAY 8, 2013, AS MODIFIED ON JULY 3, 2013

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INTRODUCTION

EAST END DEVELOPMENT LLC, (including its successors and assigns, “Debtor”), hereby proposes the following Plan of Reorganization and Sale, as modified on July 3, 2013 (as may be further amended or modified, the “Plan”) for the resolution and adjustment of outstanding Claims against and Interests in the Debtor. Reference is made to the Third Amended Disclosure Statement dated May 8, 2013 (as the same may be amended, the “Disclosure Statement”) filed by the Debtor in connection with the Plan. The Disclosure Statement should be reviewed in its entirety in connection with voting on the Plan.

ARTICLE I

Definitions, Rules of Interpretation, Computation of Time and Governing Law

A. Scope Of Definitions; Rules Of Construction

For purposes of the Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in the Introduction, Article I or elsewhere in the Plan. Any term used in the Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular number, the masculine gender shall include the feminine, and the feminine gender shall include the masculine.

B. Definitions

1.1. “Administrative Expense Claim” means an Allowed Claim against the Debtor entitled to priority in accordance with section 503(b), 507(a)(1) or 1114(e)(2) of the Bankruptcy Code, including without limitation (a) every cost or expense of administration of the Chapter 11 Case, including any actual and necessary costs and expenses incurred after the Filing Date of preserving the Estate and operating the business of the Debtor (such as wages, salaries or commissions for services); and (b) compensation for legal, financial, advisory, accounting and other services and reimbursement of expenses awarded or allowed under sections 330(a) or 331 of the Bankruptcy Code.

1.2. “Affiliate” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

1.3. “Allowed Amount” shall mean the amount of an Allowed Claim.

1.4. “Allowed Claim” or “Allowed Interest” means:

(a) With respect to pre-Filing Date Claims and Interests, (i) any Claim or Interest, proof of which is timely filed, or (ii) any Claim or Interest that has been or is hereafter listed in the Schedules as neither disputed, contingent or unliquidated; *provided, however*, that

with respect to any Claim or Interest described in clauses (i) or (ii) above, such Claim or Interest shall be allowed only if (x) no objection to the allowance thereof is interposed by the Debtor or any other party-in-interest, within any applicable time period fixed under the Plan, the Bankruptcy Code, the Bankruptcy Rules or by the Bankruptcy Court, or (y) such an objection is interposed but the Claim or Interest has been allowed (or to the extent it has been allowed) by a Final Order (but only if such allowance was not solely for the purpose of voting to accept or reject the Plan); and

(b) With respect to Administrative Expense Claims, “Allowed” means any holder of an Administrative Expense Claim that is determined to hold a claim entitled to treatment as an Allowed Administrative Expense Claim; *provided, however*, that with respect to any Claimant seeking allowance of an Administrative Expense Claim the amount of which is not agreed to in writing by the Debtor and Amalgamated or otherwise allowed by a Final Order, such Claimant will hold an “Allowed” Administrative Expense Claim only if such Claimant duly and timely files proof of its Administrative Expense Claim with the Bankruptcy Court and serves a copy thereof upon (i) Debtor’s counsel, Klestadt & Winters, LLP, 570 Seventh Avenue, New York, NY 10018 Attn.: Tracy Klestadt, Esq. (ii) Amalgamated’s counsel, Westerman Ball, 1201 RXR Plaza, Uniondale, New York 11556, Attn.: John Westerman, Esq.; and (iii) the United States Trustee, Eastern District of New York, 560 Federal Plaza, Central Islip, New York 11722, Attn.: Stan Yang, Esq. no later than fifteen (15) days following the Confirmation Date; *provided, however*, that with respect to any such timely filed Administrative Expense Claim, such Claim shall be Allowed only if (x) the amount is agreed to in writing by Amalgamated and such Claimant, (y) no objection to the allowance thereof is interposed by the Debtor, Amalgamated or other party-in-interest on or before sixty (60) days after the date of the Closing, or such other date as may be established by the Bankruptcy Court, or (z) if an objection is interposed, (aa) such Administrative Expense Claim has been allowed (or to the extent it has been allowed) by a Final Order, or (bb) such objection is withdrawn. With respect to Claimants seeking allowance of Professional Fees as Administrative Expense Claims, all applications for final compensation of Professionals for services rendered and for reimbursement of expenses incurred for any period prior to the Confirmation Date must be filed no later than fifteen (15) days following the Confirmation Date, and shall be Allowed following entry by the Bankruptcy Court of any order or orders allowing same (or to the extent it has been previously allowed). The Confirmation Order shall specifically provide that each Administrative Expense Claim Claimant who seeks allowance of an Administrative Expense Claim (i) that is not either agreed to in writing by Amalgamated and the Claimant, or otherwise allowed by a Final Order, and that fails to timely and duly file a proof of its Administrative Expense Claim, or (ii) for Professional Fees that fails to timely and duly institute a request for a hearing thereon, as provided for in the Plan, shall have its Claim expunged and shall thereafter be forever barred from asserting any such Administrative Expense Claim. Except as otherwise specified in the Plan or a Final Order of the Bankruptcy Court, the Allowed Amount of an Administrative Expense Claim shall not include interest on such Claim from and after the Filing Date.

(c) With respect to Mechanic’s Lien Claims, “Allowed” means any Mechanic’s Lien Claim (i) consented to in writing by the Debtor and Amalgamated; or (ii) (A) is valid and enforceable against the Real Property; (B) is the subject of the award of a Final Order by a court of competent jurisdiction determining that the Mechanic’s Lien (or any portion

thereof) is senior in priority to the Amalgamated Mortgage (or any portion thereof); and (B) that constitutes a “secured claim” in accordance with Section 506(a)(1) of the Bankruptcy Code.

1.5 “Amalgamated” means Amalgamated Bank, as Trustee of Longview Ultra Construction Loan Investment Fund, having an address at 275 Seventh Avenue, New York, New York 10001, or its designee.

1.6 “Amalgamated DIP Loan” means the super-priority secured loan in the amount of up to Seven Million Three Hundred Thousand and 0/100 Dollars (\$7,300,000.00) made by Amalgamated as lender, to the Debtor, as borrower, as more fully described in Section 2.1 of the DIP Financing Agreement.

1.7 “Amalgamated Mortgage” means collectively (i) the first priority mortgage encumbering the Property, executed and delivered by the Debtor to Amalgamated on or about March 16, 2007 (the “Senior Mortgage”), which secures the Senior Loan; (ii) the first priority mortgage encumbering the Property, executed and delivered by the Debtor to Amalgamated on or about March 16, 2007 (the “Building Mortgage”) which secures the Building Loan; and (iii) the first priority mortgage encumbering the Property, executed and delivered by the Debtor to Amalgamated on or about March 16, 2007 (the “Project Mortgage”) which secures the Project Loan, each of which was executed by the Debtor in favor of Amalgamated and recorded in the office of the Suffolk County Clerk.

1.8 “Amalgamated Notes” means collectively (i) the \$3,600,000.00 loan (the “Senior Loan”) evidenced by the Amended and Restated Note dated March 16, 2007 made by Debtor to the Amalgamated in the amount of the Senior Loan; (ii) the \$8,052,175.00 loan (the “Project Loan”) evidenced by the Project Loan Note dated March 16, 2007 made by Debtor to Amalgamated in the amount of the Project Loan; and (iii) the \$16,347,825.00 loan (the “Building Loan”) evidenced by the Building Loan Note dated March 16, 2007 made by Debtor to Amalgamated in the amount of the Building Loan, as they may be further modified or amended from time to time, evidencing the Amalgamated Secured Claim against the Debtor.

1.9 “Amalgamated Secured Claim” means the Claim held by Amalgamated against the Debtor in the amount, as of the Filing Date, aggregating not less than \$32,061,312.41, evidenced by the Amalgamated Notes and secured by, subject to the limitations set forth in section 506(a)(1) of the Bankruptcy Code, among other things, a duly recorded first priority Lien on the Real Property and properly perfected first priority security interests in, and liens on, all of the Debtor’s Property, except to the extent as may be otherwise determined in connection with the Mechanic’s Lien Litigation. If the value of the collateral securing the indebtedness owed to Amalgamated shall be determined to exceed the \$32,061,312.41, Amalgamated’s Secured Claim shall include as an additional part of the Amalgamated Secured Claim, interest, fees and costs accrued subsequent to the Filing Date in accordance with the Amalgamated Note and the Amalgamated Security Documents.

1.10 “Amalgamated Security Documents” means the Amalgamated Mortgage and each and every other mortgage, loan agreement, all assignment of rents, security agreements and/or

any such other documents granting Amalgamated a senior Lien on the Debtor's Real Property and other Property regarding the Amalgamated Secured Claim.

1.11 "Auction" means the auction for the sale of the Sale Assets to be conducted by the Debtor in accordance with this Plan pursuant to the Auction Sale Procedures, at which auction Amalgamated shall be entitled to credit bid for the Sale of Assets up to the amount of its secured claim.

1.12 "Auction Sale Procedures" means those procedures annexed hereto as Exhibit "A", which are incorporated herein by reference and are subject to approval by the Bankruptcy Court as part of the Plan, which will govern the conduct of the Auction, the qualification of bidders to bid at the Auction and other matters related thereto.

1.13 "Back-up Bid", if any, means the bid of the Qualified Bidder submitting the second highest bid, if any, as determined by the Debtor and Amalgamated in connection with the Auction pursuant to the Auction Sale Procedures.

1.14 "Back-up Bidder", if any, means the Qualified Bidder who submits the Back-up Bid at the Auction.

1.15 "Ballot", means the voting form distributed to Holders of Claims or Interests in Classes that are Impaired and entitled to vote on the Plan for the purpose of indicating acceptance or rejection of the Plan.

1.16 "Ballot Date" means the date set by the Bankruptcy Court for receipt of Ballots indicating acceptance or rejection of the Plan.

1.17 "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, and all amendments thereto.

1.18 "Bankruptcy Court" means the United States Bankruptcy Court for the Eastern District of New York, located at Federal Plaza, Central Islip, New York, having jurisdiction over the Chapter 11 Case, or any such other court as may hereafter exercise primary jurisdiction over the Chapter 11 Case.

1.19 "Bankruptcy Rules" means, collectively (a) the Federal Rules of Bankruptcy Procedure recommended by the Judicial Conference of the United States and prescribed by the Supreme Court of the United States, effective August 1, 1983, in accordance with the provisions of section 2075 of title 28 of the United States Code, and all amendments thereto, and (b) the local Bankruptcy Rules for the Eastern District of New York, as now in effect or hereafter amended.

1.20 "Bar Date" means December 28, 2012, the final date established by the Bankruptcy Court pursuant to the Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines [Dkt. No. 27] and Bankruptcy Rule 3003(c), for filing timely proofs of Claim arising prior to the Filing Date.

1.21 “Bill of Sale” means the bill of sale in form and substance reasonably acceptable to the Successful Bidder or Back-up Bidder, if applicable, that is to be executed by the Debtor, or Amalgamated, and delivered at the Closing in connection with the sale of the Sale Assets.

1.22 “Business Day” means any day other than a Saturday, Sunday or “legal holiday” as defined in Bankruptcy Rule 9006(a).

1.23 “Cash” means cash and cash equivalents, including but not limited to bank deposits, checks, and other similar items in each case denominated in United States dollars.

1.24 “Cash Bid” means a bid by Amalgamated to acquire the Sale Assets at the Auction for an amount of Cash.

1.25 “Causes of Action” means any and all actions, causes of action, suits, debts, rights to payment and claims under any insurance policies, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise.

1.26 “Chapter 11 Case” means the Debtor’s case under Chapter 11 of the Bankruptcy Code currently pending before the Bankruptcy Court under case caption styled *In re East End Development LLC*, Case No. 12-76181 (REG).

1.27 “Claim” means a claim against the Debtor, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code.

1.28 “Claimant” means the holder of a Claim or Interest.

1.29 “Class” means a group of Claims or Interests which are substantially similar in nature and are grouped together for similar treatment pursuant to the Plan.

1.30 “Closing” means the closing of the sale of the Sale Assets to the Successful Bidder or, as applicable, the Back-up Bidder at which point title to the Sale Assets will be transferred to the Successful Bidder or, as applicable, the Back-up Bidder in accordance with the terms contained herein, in the Auction Sale Procedures, and in the Confirmation Order. The Closing, unless ordered otherwise by the Bankruptcy Court, shall take place on the Closing Date for the Successful Bidder and, if applicable, the Back-up Closing Date for the Back-up Bidder.

1.31 “Closing Date” means (a) with respect to a sale to the Successful Bidder, a date which is within ten (10) Business Days following entry of an Order of the Bankruptcy Court approving the results of the Auction, (b) with respect to a sale to the Back-up Bidder, a date which is within ten (10) Business Days after written notice of the Successful Bidder’s default in closing or (c) with respect to either a sale to the Successful Bidder or Back-up Bidder, such later date established pursuant to the Auction Sale Procedures or order of the Court, with TIME

BEING OF THE ESSENCE AS TO PAYMENT OF THE BALANCE OF THE PURCHASE PRICE AT CLOSING.

1.32 “Conditions Precedent to the Effective Date” means all of the conditions set forth in Article XIII of the Plan which must be satisfied or waived, if subject to waiver, prior to the Effective Date.

1.33 “Confirmation Date” means the date upon which the Confirmation Order is entered on the docket maintained by the Clerk of the Bankruptcy Court with respect to the Chapter 11 Case.

1.34 “Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

1.35 “Confirmation Hearing” means the date of the hearing to be conducted by the Bankruptcy Court to consider confirmation of the Plan (as such date may be adjourned from time to time).

1.36 “Consummation” means the accomplishment or waiver, if subject to waiver, of all the conditions precedent to consummation identified at Section 13.3 of the Plan.

1.37 “Credit Bid” means a bid by Amalgamated to acquire the Sale Assets at the Auction for no cash, by crediting the amount of such bid, if successful, against the amount of the Allowed Amalgamated Secured Claim.

1.38 “Creditor” means any Entity that is the Holder of a Claim arising on or before the Filing Date or under sections 502(g), 502(h) or 502(i) of the Bankruptcy Code.

1.39 “DIP Financing Agreement” means that certain DIP Loan and Security Agreement dated January 25, 2013 executed and delivered by the Debtor to Amalgamated.

1.40 “DIP Financing Order” means that certain Final Order Pursuant To Bankruptcy Code §§ 105, 361, 362, 363, 364, And 507 And Bankruptcy Rules 2002, 4001, And 9014 (I) Authorizing The Debtor (A) To Obtain Post-Petition Financing And (B) To Use Cash Collateral And (II) For Related Relief.

1.41 “Debtor” means East End Development LLC.

1.42 “Deed” means the a bargain and sale deed without covenants to the Real Property in form and substance reasonably acceptable to the Successful Bidder or Back-up Bidder, if applicable, and its title insurer, that is to be executed by the Debtor, or Amalgamated, and delivered at the Closing for recording in the office of the Suffolk County Clerk.

1.43 “Disbursing Agent” means Westerman Ball.

1.44 “Disclosure Statement” means the document filed with the Bankruptcy Court by the Debtor in connection with the Plan and the Chapter 11 Case pursuant to section 1125 of the Bankruptcy Code and approved by order of the Bankruptcy Court as containing “adequate information” as that term is defined at section 1125(a)(1) of the Bankruptcy Code, and any exhibits annexed thereto and any documents delivered or filed in connection therewith, as the same may be amended or modified from time to time by any duly authorized or allowed amendment or modification.

1.45 “Disputed Claim” or “Disputed Interest” means any Claim or Interest designated as disputed, contingent or unliquidated on the Schedules and/or any Claim or Interest against which an objection to the allowance thereof is interposed, which objection has not been determined by order of the Bankruptcy Court or such other court having jurisdiction over the matter.

1.46 “Disputed Claims Reserve” means the reserve to be established for Disputed Claims in accordance with the terms hereof, which reserve shall be established by Amalgamated from the Distribution Fund within twenty (20) Business Days after the later of the Closing Date or, if applicable, the Back-up Closing Date.

1.47 “Distribution” means a distribution of Cash pursuant to the Plan.

1.48 “Distribution Date” shall mean twenty (20) business days after the Closing Date or the Back-up Closing Date, if applicable, when distributions under the Plan shall commence, without further Bankruptcy Court Order, and thereafter shall mean such other dates on which distributions are made to Holders of Allowed Claims in accordance with the terms of this Plan.

1.49 “Distribution Fund” means the fund of Cash to be established and administered by the Disbursing Agent pursuant to Article IX of the Plan in the amount equal to the amount of any Allowed Priority Claims and five percent (5%) of all Allowed Class 4 Claims as of the Distribution Date in accordance with the treatment provided under this Plan.

1.50 “East End Development LLC” means collectively the land, buildings and improvements, and all other assets, constituting the residential condominium complex located at 21 West Water Street, Sag Harbor, New York 11936

1.51 “Effective Date” means the date that is twenty (20) business days after the Closing Date, *provided, however*, that if all Conditions Precedent to the Effective Date have not been satisfied or waived, if subject to waiver, on or prior to such date, then the Effective Date shall be the next succeeding date on which all such Conditions Precedent to the Effective Date have been satisfied or waived, if subject to waiver.

1.52 “Entity” means any Person, individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint stock company, estate, trust, trustee, United States trustee, unincorporated organization, government, governmental unit (as defined in section 101(27) of the Bankruptcy Code), agency or political subdivision thereof.

1.53 “Estate” means the collective estate created in Debtor's Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.54 “Filing Date” means October 12, 2012, the date on which the Chapter 11 Case was commenced by the Debtor’s filing of a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

1.55 “Final Decree” means the order to be entered by the Bankruptcy Court closing the Chapter 11 Case in accordance with section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

1.56 “Final Distribution Date” means the date upon which all objections to Claims have been resolved by a Final Order or otherwise in accordance with the terms hereof, and all Post-confirmation Estate Assets have been converted to Cash or abandoned and are able to be finally distributed to Holders of Allowed Claims in accordance with the terms hereof.

1.57 “Final Order” means an order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction (a) as to which the time to appeal, petition for *certiorari*, or move for reargument or rehearing has expired and as to which no order, ruling or judgment no appeal, petition for *certiorari*, or other proceedings for reargument or rehearing shall then be pending, or (b) as to which any right to appeal, petition for *certiorari*, reargue, or rehear shall have been waived in writing satisfactory by the Plan Administrator, or (c) as to which, in the event that an appeal, writ of *certiorari*, or reargument or rehearing thereof there shall have been a determination denying any relief by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing granted, and the time to further appeal, petition for *certiorari* or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be filed with respect to such order shall not render such order a non-Final Order.

1.58 “Fund” means Longview Ultra Construction Loan Investment Fund, having an address at 275 Seventh Avenue, New York, New York 10001.

1.59 “Funding Commitment” means the Fund’s written obligation to provide the monies required for the Distribution Fund and make the other payments required by the Fund under the Plan, as set forth in that certain letter dated February 21, 2013, a copy of which Funding Commitment is annexed to the Disclosure Statement at Exhibit “D”.

1.60 “General Unsecured Claim” means any Claim which does not qualify as an Administrative Expense Claim, Priority Claim, the Amalgamated Secured Claim, a Mechanic’s Lien Claim or a Priority Tax Claim, and which is not an Interest. For purposes of voting on the Plan, and treatment if determined to be General Unsecured Claims, any Holder of a Mechanic’s Lien Claim may cast a Ballot to accept or reject the Plan as a Class 4 General Unsecured Claim without prejudice to its rights as a Holder of a Class 2 Mechanic’s Lien Claimant.

1.61 “Holder” means any Entity that holds a Claim or Interest.

1.62 “Impaired”, when used with respect to any Claim, Interest or Class, has the same meaning as that set forth in section 1124 of the Bankruptcy Code.

1.63 “Insider” shall have the meaning set forth in section 101(31) of the Bankruptcy Code.

1.64 “Interest” means any equity interest in the Debtor, including, but not limited to, membership interests, shares of common stock, any stock rights, options, warrants, calls, subscriptions, or other similar rights, agreements, or commitments or other outstanding agreements obligating the Debtor to issue, transfer, or sell any shares of any type of stock of Debtor.

1.65 “Klestadt & Winters” means Klestadt & Winters LLP, counsel for the Debtor, with offices at 570 Seventh Avenue, 17th Floor, New York, New York 10018, Attention: Tracy L. Klestadt, Esq.

1.66 “Lien” means with respect to an asset or interest of the Debtor, any mortgage, lien, pledge, charge, encumbrance or other security interest of any kind affecting such asset.

1.67 “Maximum Amount” means, with respect to any Disputed Claim: (a) the amount agreed to by Amalgamated and the Holder of such Claim; (b) the amount, if any, estimated or determined by the Bankruptcy Court in accordance with Bankruptcy Code sections 502(c) or 503(b) in the event such Disputed Claim is a Disputed Administrative/Priority Claim; or (c) absent any such agreement, estimation or determination, the liquidated amount set forth in the proof of claim filed by the Holder of such Claim.

1.68 “Mechanic’s Lien” means a validly existing Lien against the Real Property created by the filing of a mechanic’s lien, and timely filing of a notice of pendency and commencement of an action with respect thereto, including the lien of a defendant in such action in accordance with Section 17 of New York’s Lien Law, prior to the Filing Date in accordance with applicable law.

1.69 “Mechanic’s Lien Claim” means the claim of the Holder of a Mechanic’s Lien.

1.70 “Mechanic’s Lien Claims Reserve Account” means a segregated interest bearing account to be established and administered by the Disbursing Agent pursuant to Article IX of the Plan and distributed in accordance with the terms of the Plan.

1.71 “Mechanic’s Lien Litigation” means any timely filed litigation pending or filed in New York state court to determine the validity, extent or priority of a Mechanic’s Lien Claim as against all or a portion of the Amalgamated Secured Claim, including without limitation the case of *A&F Fire Protection Co., Inc., v. RLW4 Construction Inc., et al.*, Index No. 42600/2009 (Sup. Ct. Suffolk County) and any timely filed an perfected appeal therefrom.

1.72 “Opening Cash Bid” means the initial opening Cash Bid by Amalgamated to acquire the Sale Assets at the Auction, in an amount to be determined by Amalgamated in its sole discretion.

1.73 “Opening Credit Bid” means the initial opening Credit Bid (*i.e.*, bid by Amalgamated to acquire the Sale Assets at the Auction for no cash, by crediting the amount of such bid, if successful, against the amount of the Allowed Amalgamated Secured Claim) by Amalgamated of not less than \$27 Million. In the event Amalgamated is precluded from credit bidding, it may participate in the Auction with an Opening Cash Bid.

1.74 “Operating Expenses” shall mean all costs and expenses related to the (a) administration of the Post-confirmation Estate pursuant to the Plan, (b) the investigation, enforcement, abandonment, prosecution, resolution, defense against, compromise and settlement of all Disputed Claims and objections thereto by Amalgamated and its professionals, (c) the sale, abandonment, and collection of all non-Cash Post-confirmation Estate Assets, and (d) the wind-down of the Bankruptcy Case.

1.75 “Person” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

1.76 “Plan” means this plan of reorganization and sale and any exhibits annexed hereto and any documents delivered in connection herewith, as the same may be amended or modified from time to time as and to the extent permitted herein or by the Bankruptcy Court and/or the Bankruptcy Code.

1.77 “Post-confirmation Estate” shall mean the post-Confirmation Date estate of the Debtor comprised of (a) the Post-confirmation Estate Assets, (b) such additional or different corpus, assets or investments, if any, as the Debtor may from time to time acquire and/or hold and administer under the provisions of the Plan and (c) any and all dividends, rents, royalties, income, proceeds, and other receipts of, from or attributable to the foregoing.

1.78 “Post-confirmation Estate Assets” shall mean all of the Debtor’s (a) Cash, if any, held in the accounts maintained by the Debtor or otherwise in the Estate as of the Effective Date, (b) any other Property not included in the Sale Assets as of the Effective Date, and (c) the Sale Assets prior to the Closing.

1.79 “Power of Attorney” means the power granted hereunder by the Debtor to Amalgamated to execute or file on Debtor’s behalf any and all documents required to transfer title to the Real Property or otherwise effectuate the terms of this Plan, a copy of which is attached hereto as Exhibit “B”.

1.80 “Priority Claim” means any Claim, other than a Priority Tax Claim or an Administrative Expense Claim, which is entitled to priority treatment under section 507(a) of the Bankruptcy Code.

1.81 “Priority Tax Claim” means any Claim which is entitled to priority treatment under section 507(a)(8) of the Bankruptcy Code.

1.82 “Professional Fees” means any claim for compensation and/or reimbursement of expenses under sections 330, 331 or 503(b) of the Bankruptcy Code by any Professionals which must be applied for in accordance with the Bankruptcy Code and the Plan and must be allowed by the Bankruptcy Court before payment thereof may be made.

1.83 “Professionals” means any attorneys, accountants, appraisers, consultants, and other professionals retained or to be compensated pursuant to an order of the Bankruptcy Court pursuant to, *inter alia*, sections 327, 328, 330, 503(b) or 1103 of the Bankruptcy Code in the Chapter 11 Case.

1.84 “Property” means all of Debtor's assets other than the Real Property, including without limitation, any and all of the Debtor's rents, accounts receivable, deposits, furniture, fixtures, goods, equipment, inventory, royalties, issues, profits, revenue, income, general intangibles, leases, licenses, tenancies, Cash, Causes of Action, products, books and records and all other personal property of any kind or description owned by the Debtor and located on, attached to, for use in or about the Real Property.

1.85 “Pro Rata” means proportionally, so that the ratio of the amount of consideration distributed on account of a particular Allowed Claim to the Allowed Amount of the Claim is the same as the ratio of the amount of consideration distributed on account of all Allowed Claims of the Class in which the particular Claim is included to the aggregate amount of the Allowed Claims of the Class.

1.86 “Qualified Bidder” means Amalgamated and any other Entity which meets the criteria set forth in the Auction Sale Procedures and qualifies to bid for the Sale Assets at the Auction.

1.87 “Qualified Bidder Deadline” means the deadline to be established by the Bankruptcy Court in the Confirmation Order for Entities to deliver their written bids to the Debtor and Amalgamated, and the Deposit to the counsel for the Debtor and Amalgamated, as required pursuant to and in accordance with the Auction Sale Procedures in order to qualify as a Qualified Bidder.

1.88 “Real Property” means, collectively, the land, buildings and improvements, constituting the residential condominium complex owned by the Debtor located at 21 West Water Street, Sag Harbor, New York 11963, as encumbered by the Amalgamated Secured Claim pursuant to the Amalgamated Security Documents.

1.89 “Rejection Damage Claim” means any Claim arising from the rejection of any executory contract or unexpired lease in accordance with Article VIII of the Plan.

1.90 “Rejection Damages Bar Date” means the date that is the later of (a) the first Business Day that is at least thirty (30) calendar days after entry of the order authorizing the

rejection of the respective executory contract or unexpired lease; or (b) such date as the Court may fix in the applicable order authorizing such rejection.

1.91 “Related Documents” means the Plan and any documents necessary to consummate the transactions contemplated by the Plan.

1.92 “Sale Assets” means all of the Real Property.

1.93 “Schedules” means the schedules of assets and liabilities in accordance with Bankruptcy Rule 1007(b), filed by the Debtor with the Bankruptcy Court (as same may have been or may be amended from time to time in accordance with Bankruptcy Rule 1009).

1.94 “Secured Claim” means a claim that is either secured by a lien on property in which the Debtor has an interest pursuant to section 506 or 1111(b) of the Bankruptcy Code or subject to setoff under section 553 of the Bankruptcy Code.

1.95 “Successful Bidder” means (a) Amalgamated or (b) such other Qualified Bidder that (i) has either bid at the Auction an amount (x) in excess of the Amalgamated Secured Claim, or (y) less than the amount of the Amalgamated Secured Claim, but more than the amount of Amalgamated’s ultimate Credit Bid if and only if such bid is acceptable to Amalgamated, in its sole discretion, and (ii) has been determined by the Bankruptcy Court to be the highest and best bid for the Sale Assets.

1.96 “Suffolk County Clerk” means the Office of the County Clerk for the County of Suffolk, New York.

1.97 “Transfer Taxes” means any and all real estate transfer, stamp, sales, use, mortgage recording, or similar taxes, including, but not limited to, the PeconicBay Region Community Preservation Fund Transfer Tax, that may be incurred or arise in connection with the transactions contemplated by the Plan.

1.98 “Unimpaired” means any Class of Claims or Interests that is not Impaired.

1.99 “United States Trustee” means any and all representatives of the Office of the United States Trustee for the Eastern District of New York, Long Island Federal Courthouse, 560 Federal Plaza, Central Islip, New York 11722-4456 the entity empowered to administer the Chapter 11 Case.

1.100 “U.S. Trustee Fees” means all fees assessed against the Debtor’s Estate and the Post-confirmation Estate under 28 U.S.C. §1930(a)(6).

1.101 “Westerman Ball” means Westerman Ball Ederer Miller & Sharfstein, LLP, counsel for Amalgamated Bank, with offices at 1201 RXR Plaza, Uniondale, New York 11556.

C. Rules Of Interpretation

For purposes of the Plan (1) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (2) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified or supplemented, (3) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules and Exhibits are references to Sections, Articles, Schedules and Exhibits of or to the Plan, (4) the words “herein” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan, (5) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, and (6) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

D. Computation Of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

E. Governing Law

Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to its conflicts of law provisions or choice of law rules.

ARTICLE II

Treatment of Administrative Expense Claims

Administrative Expense Claims. Administrative Expense Claims are not classified under the Plan in accordance with section 1123(a)(1) of the Bankruptcy Code. Each Allowed Administrative Expense Claim shall be paid in full in Cash from the Distribution Fund on the later of (a) ten (10) Business Days following the date of the Closing, or (b) in the event such Administrative Expense Claim is not Allowed as of the date of the Closing, the date on which the Bankruptcy Court enters an order allowing such Administrative Expense Claim, or (c) such later date as Amalgamated and the Holder of such Allowed Administrative Expense Claim otherwise agree in writing, or as soon thereafter as is practicable. [Pursuant to an agreement between Amalgamated and Debtor, fees to Debtor’s counsel have been capped at \$75,000 and shall not exceed such amount.

Any Claimant seeking allowance of an Administrative Expense Claim, the amount of which is not agreed to in writing by Amalgamated and the Claimant, or otherwise Allowed by a Final Order, must file proof of its Administrative Expense Claim with the Bankruptcy Court and serve a copy thereof upon (a) Debtor's counsel, Klestadt & Winters LLP, 570 Seventh Avenue, New York, NY 10018 Attn.: Tracey Klestadt, Esq.; (b) Amalgamated's counsel, Westerman Ball, 1201 RXR Plaza, Uniondale, New York 11556, Attn.: John Westerman, Esq.; and (c) the United States Trustee, Eastern District of New York, 560 Federal Plaza, Central Islip, NY 11778, Att.: Stan Yang, Esq. no later than fifteen (15) days following the Confirmation Date; *provided, however*, that with respect to any such timely filed Administrative Expense Claim, such Claim shall be Allowed only if (x) the amount is agreed to in writing by Amalgamated and such Claimant, (y) no objection to the allowance thereof is interposed by the Debtor or other party-in-interest, including Amalgamated, on or before sixty (60) days after the date of the Closing, or such other date as may be established by the Bankruptcy Court, or (z) if an objection is interposed, (aa) such Administrative Expense Claim has been allowed (or to the extent it has been allowed) by a Final Order, or (bb) such objection is withdrawn. With respect to Claimants seeking allowance of Professional Fees as Administrative Expense Claims, all applications for final compensation of Professionals for services rendered and for reimbursement of expenses incurred for any period prior to the Confirmation Date must be filed no later than fifteen (15) days following the Confirmation Date, and shall be Allowed following entry by the Bankruptcy Court of any order or orders allowing same (or to the extent it has been previously allowed).

Each Administrative Expense Claim Claimant who seeks allowance of an Administrative Expense Claim (a) that is not either agreed to in writing by Amalgamated and the Claimant, or otherwise allowed by a Final Order, and that fails to timely and duly file a proof of its Administrative Expense Claim, or (b) for Professional Fees that fails to timely and duly institute a request for a hearing thereon, as provided for in the Plan, shall have its Claim expunged and shall thereafter be forever barred from asserting any such Administrative Expense Claim. Except as otherwise specified in the Plan or a Final Order of the Bankruptcy Court, the Allowed Amount of an Administrative Expense Claim shall not include interest on such Claim from and after the Filing Date.

ARTICLE III

Treatment of Priority Tax Claims

Priority Tax Claims. Priority Tax Claims are not classified under the Plan in accordance with section 1123(a)(1) of the Bankruptcy Code, if any, each Holder of an Allowed Priority Tax Claim shall be paid in full in Cash from the Distribution Fund on the later of (a) ten (10) Business Days following the date of the Closing, or (b) in the event such Priority Tax Claim is not Allowed as of the date of the Closing, the date on which the Bankruptcy Court enters an order allowing such Priority Tax Claim, or as soon thereafter as is practicable.

ARTICLE IV

Classification of Claims and Interests

4.1. Designation of Classes Pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. Set forth at Section 4.3 below is the designation of Classes of Claims and Interests. Administrative Expense Claims and Priority Tax Claims of the kinds specified in sections 507(a)(1) and 507(a)(8) of the Bankruptcy Code (set forth in Articles II and III above) have not been classified and are excluded from classification in accordance with section 1123(a)(1) of the Bankruptcy Code.

4.2. Allowed Amount in a Particular Class. An Allowed Claim or Allowed Interest is part of a particular Class only to the extent of the amount that the Allowed Claim or Allowed Interest qualifies for treatment within that Class and is in a different Class to the extent that the remaining amount of the Allowed Claim or Allowed Interest qualifies for treatment within that different Class. **PLEASE NOTE:** Any Holder of a Class 2 Mechanic's Lien Claim may cast a ballot to accept or reject the Plan as a Class 4 General Unsecured Claimant WITHOUT prejudice to its rights to seek allowance and treatment as a Class 2 Mechanic's Lien Claimant.

4.3. Classes. All Allowed Claims and Allowed Interests shall be divided into the following Classes, which Classes shall be mutually exclusive:

(a) Class 1. Class 1 consists of the Amalgamated Secured Claim, which is secured by a valid first priority mortgage Lien against the Real Property and first priority Lien against the other Property, except as otherwise determined by Mechanic's Lien Litigation. Amalgamated is recognized as a Qualified Bidder that is authorized and permitted to make a Credit Bid up to the full amount of the Allowed Amalgamated Secured Claim.

(b) Class 2. Class 2 consists of all Mechanic's Lien Claims.

(c) Class 3. Class 3 consists of all Priority Claims.

(d) Class 4. Class 4 consists of all General Unsecured Claims.

(e) Class 5. Class 5 consists of all Interests.

ARTICLE V

Treatment of Claims and Interests

5.1. Class 1: Amalgamated Secured Claim

(a) Treatment. Class 1 consists of the Amalgamated Secured Claim. Amalgamated is deemed to have submitted the Opening Credit Bid and shall be permitted to Credit Bid for the Sale Assets at the Auction up to the full amount of the Allowed Amalgamated Secured Claim. In the event Amalgamated is determined not to have the right to Credit Bid,

Amalgamated is deemed to be a Qualified Bidder based upon its Opening Cash Bid. In the event: (i) Amalgamated is determined at the Auction to be the Successful Bidder, or (ii) Amalgamated is determined at the Auction to be the Back-up Bidder and the Successful Bidder defaults and fails to close on the sale of the Sale Assets and Amalgamated is deemed to be the prevailing bidder based on its highest preceding Credit Bid, or (iii) the Back-up Bidder shall fail to timely close the sale of Sale Assets and shall default in its obligations to do so in accordance with the provisions of Auction Sale Procedures, or (iv) there shall be no Back-up Bidder and the Successful Bidder shall fail to timely close the sale of Sale Assets and shall default in its obligations to do so in accordance with the provisions the Auction Sale Procedures and Amalgamated is deemed to be the prevailing bidder based on its highest preceding Credit Bid, pursuant to the terms of the Plan and the Confirmation Order, Amalgamated, or its designee, shall receive the Deed and Bill of Sale for the Sale Assets at the Closing, free and clear of all other Liens, claims, encumbrances, taxes and interests of any kind or nature whatsoever, subject to Section 9.2(f)(ii) of the Plan, the establishment by Amalgamated of the Distribution Fund and performance by the Fund of its obligations under the Funding Commitment.

(b) Class 1 is Impaired under the Plan.

5.2. Class 2: Mechanic's Lien Claims

(a) Class 2 consists of all Allowed Mechanic's Lien Claims. Holders of Mechanic's Lien Claims must be a party to a Mechanic's Lien Litigation and must timely pursue Allowance of such claims in connection with such Mechanic's Lien Litigation. There are presently no Holders of Allowed Mechanic's Lien Claims. Any Holder of a Mechanic's Lien Claim which becomes an Allowed Mechanic's Lien Claim shall receive payment in full, in accordance with Sections 506(a) and (b) of the Bankruptcy Code, in Cash from either (1) the Mechanic's Lien Claims Reserve Account, if established pursuant to Section 9.2(f) of the Plan, or (2) Amalgamated, if the Mechanic's Lien Claims Reserve Account is not established pursuant to Section 9.2(f) of the Plan, on the earlier of (i) the Effective Date; or (ii) within twenty (20) business days of the Mechanic's Lien Claim becoming an Allowed Mechanic's Lien Claim. If there is a shortfall of amounts necessary in the Mechanic's Lien Claim Reserve Account to pay Allowed Mechanic's Lien Claims in full, the remaining amount of such Allowed Mechanic's Lien Claims shall be paid by Amalgamated in accordance with the terms of the Funding Commitment. Any Holder of a Mechanic's Lien Claim which does not become an Allowed Mechanic's Lien Claim shall be treated as a Class 4 General Unsecured Claim in accordance with Section 5.4 of the Plan. Any holder of a Class 2 Mechanic's Lien Claim may cast a ballot to accept or reject the Plan as a Class 4 General Unsecured Claimant without prejudice to its rights to seek allowance and treatment as a Class 2 Claim.

(b) Class 2 is Unimpaired under the Plan.

5.3. Priority Claims

(a) Treatment. Class 3 consists of all Allowed Priority Claims. On the later of (i) twenty (20) Business Days following the date of the Closing, or (ii) twenty (20) business days following the date on which such Priority Claim becomes an Allowed Priority Claim, each Holder of an Allowed Priority Claim shall receive Cash from Amalgamated in an amount sufficient to render such Allowed Priority Claim Unimpaired under section 1124 of the Bankruptcy Code.

(b) Class 3 is Unimpaired under the Plan.

5.4. Class 4: General Unsecured Claims.

(a) Treatment. Class 4 consists of all Allowed General Unsecured Claims including all or part of any Mechanic's Lien Claim which does not become an Allowed Mechanic's Lien Claim. On the twentieth (20) Business Day following the date of the Closing, each Claimant holding an Allowed General Unsecured Claim in Class 4 shall be paid from the Distribution Fund five (5%) percent of the Allowed Amount of such Claim. Any General Unsecured Claims which are Disputed as of the Closing Date and are thereafter Allowed, including Mechanic's Lien Claims that become Allowed General Unsecured Claims, shall be paid from Amalgamated within twenty (20) Business Days of such Allowance a sum equal to five (5%) percent of such Allowed Amount.

(b) Class 4 is Impaired under the Plan.

5.5. Class 5: Interests.

(a) Treatment. Class 5 consists of Allowed Interests in the Debtor, including, without limitation, any Holders of options, warrants and other rights to acquire equity interests in the Debtor. Holders of Class 5 Interests will retain their Interest in the Debtor but will only realize a distribution, if any, from the Post-confirmation Estate on account of such Interests after all Classes of Claims are paid in full.

(b) Class 5 is an Unimpaired Class under the Plan.

ARTICLE VI

**Identification of Classes of Claims and
Interests Impaired and Unimpaired Under The Plan**

6.1. Classes of Claims Impaired by the Plan and Entitled to Vote. Holders of the Amalgamated Secured Claim (Class 1) and the General Unsecured Claims (Class 4), are Impaired and the Holders of Allowed Claims in such Classes are entitled to vote to accept or reject the Plan.

6.2. Acceptance by an Impaired Class of Claims. Consistent with section 1126(c) of the Bankruptcy Code, and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the Plan is accepted by Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have timely and properly voted to accept or reject the Plan.

6.3. Class of Claims Unimpaired by this Plan is Conclusively Presumed to Accept this Plan. Holders of the Mechanic's Lien Claims (Class 2), Priority Claims (Class 3) and Interests (Class 5) are Unimpaired by this Plan. Under section 1126(f) of the Bankruptcy Code, the Holders of Allowed Priority Claims, Mechanic's Lien Claims and Interests are conclusively presumed to have accepted this Plan, and the acceptances of Holders of such Allowed Claims and Interests will not be solicited.

6.4. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code ("Cram Down"). With respect to any Impaired Class that does not accept the Plan or is deemed to have rejected the Plan pursuant to section 1126(f) of the Bankruptcy Code, the Debtor intends to request that the Bankruptcy Court "cram down" such Classes and confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code.

ARTICLE VII

Controversy With Respect to Impairment

In the event of a controversy as to whether a Class of Claims or Interests is Impaired, the Court shall, after notice and a hearing, determine such controversy.

ARTICLE VIII

Unexpired Leases and Executory Contracts

8.1. Assumption and Rejection of Executory Contracts and Unexpired Leases. As of the Effective Date, any executory contract or unexpired lease that has not been expressly assumed or rejected with approval by order of the Bankruptcy Court shall be deemed to have been rejected unless (a) there is then pending before the Bankruptcy Court a motion to assume such unexpired lease or executory contract, or (b) the Bankruptcy Court has entered an order extending the period during which a motion may be made to assume such unexpired lease or executory contract, and such a motion is filed with the Bankruptcy Court before the expiration of such period. The Disclosure Statement and the Plan shall constitute due and sufficient notice of the intention to (x) reject all executory contracts and unexpired leases, that are not otherwise assumed. The Confirmation Order shall be deemed an order under section 365(a) of the Bankruptcy Code (i) rejecting any such executory contracts and unexpired leases, that are not otherwise assumed.

8.2. Bar Date for Rejection Damage Claims. Unless otherwise provided for by an order of the Bankruptcy Court entered on or prior to the Confirmation Date, any Rejection Damage Claim arising as a result of rejection under this Plan must be filed with the Bankruptcy Court within thirty (30) days of the Effective Date, with a copy thereof served upon (i) Debtor's counsel, Klestadt & Winters, LLP, 570 Seventh Avenue, New York, NY 10018 Attn.: Tracey Klestadt, Esq.; (ii) Amalgamated's counsel, Westerman Ball, 1201 RXR Plaza, Uniondale, New York 11556, Attn.: John Westerman, Esq.; and (iii) the United States Trustee, for the Eastern District of New York, Long Island Federal Courthouse, 560 Federal Plaza, Central Islip, NY 11778, Attention: Stan Yang, Esq. Any Entity that fails to file and serve its Rejection Damage Claim within the period set forth above shall be forever barred from asserting a Claim against the Debtor, the Estate, the Post-confirmation Estate or any Property or interests in Property of the Debtor or the Post-confirmation Estate. All Allowed Rejection Damage Claims shall be classified as General Unsecured Claims (Class 4) under the Plan.

ARTICLE IX

Means for Effectuating Implementation Of The Plan

9.1. General. Prior to the Confirmation Date, Amalgamated will deposit an amount equal to the amount of any Allowed Priority Claims and five percent (5%) of all Allowed Class 4 Claims with the Disbursing Agent to establish the Distribution Fund. In addition, the Fund has executed and delivered the Funding Commitment to the Debtor.

9.2. Disposition of the Sale Assets in Accordance With the Auction Sale Procedures.

(a) The Sale Assets shall be sold at the Auction in accordance with the Auction Sale Procedures (which are annexed hereto at Exhibit A) and the terms hereof, which shall govern all aspects of the sale.

(b) If the Debtor and Amalgamated receive by the Qualified Bidder Deadline one or more submissions that they deem to be from a Qualified Bidder other than Amalgamated, then the Debtor and Amalgamated will schedule the Auction at such date and time as shall be established in accordance with the Auction Sale Procedures approved by the Bankruptcy Court. A final hearing to confirm the results of the Auction in furtherance of the Plan shall be conducted contemporaneously with the Confirmation Hearing. If the Debtor and Amalgamated determine that there are no submissions by Qualified Bidders other than Amalgamated by the Qualified Bidder Deadline, then Amalgamated will be determined to be the Successful Bidder pursuant to its Opening Credit Bid or, in the event Amalgamated is unable to credit bid, its Opening Cash Bid.

(c) Unless Amalgamated is determined to be unable to Credit Bid, Amalgamated is deemed a Qualified Bidder with an initial bid in the amount of the Opening Credit Bid and has the right, *but not the obligation*, in its sole discretion, to Credit Bid up to the full amount of the Amalgamated Secured Claim. If Amalgamated shall be the Successful Bidder or otherwise entitled to acquire the Sale Assets in accordance with the Auction Sale Procedures,

it shall have the right to assign to its designee its successful Credit Bid and the right to close thereunder at or prior to the Closing. In the event Amalgamated is determined to be unable to Credit Bid, then Amalgamated is deemed a Qualified Bidder with an initial bid in the amount of the Opening Cash Bid. If Amalgamated shall be the Successful Bidder or otherwise entitled to acquire the Sale Assets in accordance with the Auction Sale Procedures, it shall have the right to assign to its designee its successful Cash Bid and the right to close thereunder at or prior to the Closing.

(d) The Confirmation Order shall contain appropriate provisions, consistent with section 1142(a) of the Bankruptcy Code, authorizing the Debtor (and/or Amalgamated via the Power of Attorney, to the extent not performed by the Debtor) to execute or deliver or to join in the execution or delivery of any and all instruments required to effect a transfer of the Sale Assets, including without limitation the Deed and Bill of Sale, and to perform any act, including the satisfaction of any Lien, that is necessary for the consummation of the Plan.

(e) In accordance with the terms of the Confirmation Order and pursuant to the Power of Attorney, Amalgamated is authorized to, among other things, execute or deliver or to join in the execution or delivery of any and all instruments required to effect a transfer of the Sale Assets, including without limitation the Deed and Bill of Sale, and to perform any act, including the satisfaction of any Lien, that is necessary for the consummation of the Plan.

(f) Treatment of Mechanic's Liens: (i) If the Sale Assets are sold to a Qualified Bidder other than Amalgamated, the Sale Assets, shall be transferred free and clear of all liens, claims and encumbrances and the sale proceeds shall be paid to Amalgamated to be applied as follows:

- (A) First, within three (3) Business Days of the Closing, to the Disbursing Agent in an amount equal to 100% of the principal amount of the Mechanic's Liens as security for payment under the Plan of any Allowed Mechanic's Lien Claims. The Disbursing Agent shall deposit these funds into the Mechanic's Lien Claims Reserve Account and such funds shall only be used to pay Allowed Mechanic's Lien Claims, with any residue reverting to Amalgamated. If there is a shortfall of amounts necessary in the Mechanic's Lien Claim Reserve Account to pay Allowed Mechanic's Lien Claims in full, the remaining amount of such Allowed Mechanic's Lien Claims shall be paid by Amalgamated in accordance with the terms of the Funding Commitment.
- (B) Second, to the outstanding balance of the Amalgamated DIP Loan,
- (C) Third, to the amount of the Amalgamated Secured Claim,
- (D) Fourth, to all amounts distributed by Amalgamated to establish the Distribution Fund and any other amounts paid by Amalgamated under the Plan (except for any distribution upon Allowed Mechanic's Lien Claims) and
- (E) Fifth, to the Distribution Fund.

(ii) If the Sale Assets are sold to Amalgamated, prior to the transfer of the Sale Assets, Amalgamated shall elect in writing (with notice to the Holders of Mechanic's Liens) to accept delivery of the Sale Assets either subject to the Mechanic's Liens or, free and clear of the Mechanic's Liens. In the event Amalgamated elects to accept delivery of the Sale Assets free and clear of the Mechanic's Liens, it shall be required to deposit, prior to the transfer of the Sale Assets, 100% of the principal amount of such Liens with the Disbursing Agent, to be deposited into the Mechanic's Lien Claims Reserve Account in accordance with Section 9.2(f)(i)(A) of the Plan. In the event Amalgamated elects to accept delivery of the Sale Assets subject to the Mechanic's Liens, it may anytime thereafter have any or all such Liens removed by first depositing 100% of the principal amount of the Mechanic's Liens sought to be removed with the Disbursing Agent into the Mechanic's Lien Claims Reserve Account in accordance with Section 9.2(f)(i)(A) of the Plan, with notice to the Holder of the Mechanic's Lien sought to be removed.

9.3. Transfer Taxes. The consummation of the Closing shall be deemed a transfer under, pursuant to, in connection with and in furtherance of the Plan, and such sale, transfer and delivery of any and all instruments of transfer, including without limitation the Deed, in connection therewith shall not be taxed under any Transfer Taxes exempted by § 1146(a) of the Bankruptcy Code as interpreted by the Supreme Court in Florida Department of Revenue v. Piccadilly Cafeterias, Inc., 128 S.Ct. 2326 (2008), including, but not limited to, the Peconic Bay Region Community Preservation Fund Transfer Tax.

9.4. Transfer of Assets. At the Closing, the Sale Assets shall be transferred to (a) the Successful Bidder or, (b) if for any reason the Successful Bidder shall fail to timely close the sale of the Sale Assets and the Debtor and Amalgamated determine to proceed with the Back-up Bid, the Back-up Bidder, or (c) Amalgamated if (i) the Back-up Bidder shall fail to timely close the sale of Sale Assets and shall default in its obligations to do so in accordance with the provisions of Auction Sale Procedures, or (ii) if there shall be no Back-up Bidder and the Successful Bidder shall fail to timely close the sale of Sale Assets and shall default in its obligations to do so in accordance with the provisions the Auction Sale Procedures and Amalgamated is deemed to be the prevailing bidder based on its Credit Bid. In connection therewith, the Entity acquiring the Sale Assets shall receive the Deed, executed by the Debtor, or Amalgamated, to be recorded in the office of the Suffolk County Clerk, and such other location(s) as may be appropriate, together with any and all New York State and other governmental transfer tax returns, the Bill of Sale, and any and all affidavits, certificates and other documents which may be necessary or are usual and customary to facilitate the recording of the Deed, subject to the Bankruptcy Code section 1146(a) exemption, and to effectuate the transfer of the Sale Assets. The Debtor and Amalgamated do not make any representations or warranties whatsoever with respect to the Deed or the Real Property or Sale Assets. The Sale Assets are being sold pursuant to the Plan "AS IS", "WHERE IS" in their condition on the Closing Date or, Back-up Closing Date, if applicable, without any representations, covenants, guarantees or warranties by the Debtor and/or Amalgamated of any kind or nature whatsoever, and subject to Section 9.2(f) above, free and clear of any Liens, claims or encumbrances of whatever kind or nature accrued through the Confirmation Date, with such Liens, if any, to attach to the proceeds of sale, and subject to any Liens, claims or encumbrances of whatever kind or nature thereafter accrued, but entitled to the benefits and subject to the burdens of all easements of record against the Real Property as of the

Confirmation Date. Any such Liens, claims or encumbrances of whatever kind or nature accruing after the Confirmation Date shall be the responsibility of the Entity acquiring the Sale Assets at the Closing, whether it be Amalgamated through its Credit Bid or another Entity in accordance with the terms of the Plan and Auction Sale Procedures.

9.5. Cooperation of the Debtor and Amalgamated. The Debtor and Amalgamated, and their authorized signatories shall, at all times, reasonably cooperate with the Successful Bidder or Back-up Bidder, if applicable, and any of their respective successors and assigns.

9.6. Funding. The funds needed to pay all U.S. Trustee Fees, Allowed Administrative Expense Claims, Allowed Priority Tax Claims and Allowed Priority Claims will be advanced by Amalgamated to the Distribution Fund and shall be distributed by the Disbursing Agent pursuant to this Plan.

9.7. Management of the Debtor. On and after the Effective Date, the Post-confirmation Estate will be managed by the Debtor.

9.8. Execution of Documents. The Debtor and/or Amalgamated via the Power of Attorney, shall execute, release and deliver, for and on behalf of the Debtor and its Estate, all documents reasonably necessary to consummate the transactions contemplated by the terms and conditions of the Plan, including without limitation, any documents required in connection with the Closing and the sale of the Sale Assets in accordance with the Plan.

9.9. Filing of Documents. Pursuant to sections 105, 1141(c), 1142(b) and 1146(a) of the Bankruptcy Code, each and every federal, state and local governmental agency or department, shall be directed to accept and record any and all documents and instruments necessary, useful or appropriate to effectuate, implement and consummate the transactions contemplated by the Plan, and any and all notices of satisfaction, release or discharge or assignment of any Lien, Claim or encumbrance not expressly preserved by the Plan.

9.10. Transactions on Business Days. If the Effective Date or any other date on which a transaction may occur under the Plan shall occur on a day that is not a Business Day, the transactions contemplated by the Plan to occur on such day shall instead occur on the next succeeding Business Day.

9.11. Implementation. Pursuant to the Confirmation Order and upon confirmation of the Plan, the Debtor, and/or Amalgamated via the power of attorney, shall be authorized to take all necessary steps, and perform all necessary acts, to consummate the terms and provisions of the Plan with respect to the transfer of the Sale Assets. On or before the Effective Date, the Debtor, and/or Amalgamated via the power of attorney, may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate or further evidence the terms and provisions of the Plan and the other agreements referred to herein. The Debtor, and/or Amalgamated via the power of attorney, are hereby authorized, and shall, execute such documents and take such other actions as are necessary to effectuate the transfer of the Sale Assets.

9.12. Initial Funding for the Plan. The initial funding of the Plan will be from funds advanced by Amalgamated to establish the Distribution Fund, from Cash on hand in the Post-confirmation Estate, if any, and the earnings thereon and proceeds thereof, if any, and from the Fund, in accordance with the terms and conditions of the Funding Commitment. Not less than Three (3) Business Days prior to of the Confirmation Date, the Debtor shall deliver and turn over to the Disbursing Agent to be deposited into the Distribution Fund any Cash in the Debtor's possession, custody and/or control. The Disbursing Agent, on behalf of the Post-confirmation Estate and Holders of Allowed Claims, shall distribute monies from the Distribution Fund in accordance with the provisions of the Plan.

9.13. Post-confirmation Estate.

(a) Creation of Post-confirmation Estate. On the Effective Date, a Post-confirmation Estate will be created from which payment in connection with all remaining Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Secured Claims, Allowed Priority Claims, Allowed General Unsecured Claims, together with the Operating Expenses shall be paid.

(b) Vesting of Estate Assets. On the Effective Date, and in accordance with the Confirmation Order, the Post-confirmation Estate Assets shall remain with and vest in the Post-confirmation Estate, to be administered in accordance with the terms of the Plan.

9.14. Preservation and Vesting of Claims, Rights, Demands and Causes of Action. Pursuant to section 1123 of the Bankruptcy Code, the Debtor, or such other Person as may be authorized by appropriate order of the Bankruptcy Court, on behalf of and for the benefit of the Post-confirmation Estate, shall be vested with, shall retain, and shall have the authority to prosecute and enforce any and all claims, controversies, agreements, promises, accounts, rights to legal remedies, rights to equitable remedies, rights, demands and Causes of Action of any kind or nature whatsoever held by, through, or on behalf of the Debtor and/or the Post-confirmation Estate, including, without limitation, all Causes of Action of a trustee and Debtor-in-possession under the Bankruptcy Code, including, without limitation, under sections 544, 545, 547, 548, and 549 of the Bankruptcy Code, against any other Entity arising before or after the Effective Date that have not been fully resolved or disposed of prior to the Effective Date, whether or not such Claims or Causes of Action are specifically identified in the Disclosure Statement accompanying the Plan and whether or not litigation with respect to same has been commenced prior to the Effective Date. The Debtor and Amalgamated will be authorized to challenge, object to and/or settle disputed Claims on behalf of the Debtor. It is not anticipated that there are any Causes of Action to be pursued because the Debtor was financially dormant for more than two years prior to the Filing Date.

9.15. Recoveries. Any Cash, proceeds and/or recoveries from the Causes of Action shall be added to the Distribution Fund and disbursed Pro Rata to the holders of Class 4 claims. Nothing in this Section 9.15 shall effect the Fund's obligations pursuant to the Funding Commitment.

ARTICLE X

Distributions; Disputed Claims Reserve

10.1. Timing of Distributions Due Under Plan. (a) All Distributions and payments required under the Plan to Holders of Allowed Claims will be paid from the Post-confirmation Estate on the dates and in the manner indicated in the Plan. Except as otherwise provided in the Plan, without in any way limiting Sections 11.5 and 11.6 below, and subject to Section 14.2 below, Distributions in respect of (i) the Allowed Amalgamated Secured Claim in Class 1 of the Plan shall be made as set forth in Section 5.1; (ii) Allowed Mechanic's Lien Claims in Class 2 of the Plan shall be made as set forth in Section 5.2; (iii) Allowed Priority Claims in Class 3 of the Plan shall be made as set forth in Section 5.3; (iv) Allowed General Unsecured Claims in Class 4 of the Plan shall be made as set forth in Section 5.4; and (v) all other Allowed Claims that are required by the Plan to be made under the Plan shall be made from the Post-confirmation Estate Assets on, or as soon as practicable following, the dates provided for such Allowed Claims under the Plan.

10.2. Manner of Distributions. Distributions from the Post-confirmation Estate may be made by wire transfer, check, or such other method as Amalgamated deems appropriate under the circumstances.

10.3. Cash Payments. Cash payments made pursuant to the Plan will be in U.S. dollars. Cash payments made pursuant to the Plan in the form of checks issued by, or on behalf of, Amalgamated shall be void if not cashed within one hundred twenty (120) days of the date of the issuance. Requests for reissuance of any check shall be made directly to Amalgamated.

10.4. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 as determined by the Bankruptcy Court as of the Confirmation Date shall be paid from the Distribution Fund on or before the Effective Date from the Post-confirmation Estate.

10.5. No Interest. Except with respect to (i) Amalgamated in the event the real property is sold to a third party for a price in excess of Amalgamated DIP Loan plus the Amalgamated Secured Claim, and (ii) Holders of Unimpaired Claims entitled to interest under applicable bankruptcy and non-bankruptcy law or as otherwise expressly provided herein, no Holder of an Allowed Claim, including, without limitation, Holders of Allowed General Unsecured Claims under Class 4 of the Plan shall receive interest on any Distribution to which such Holder is entitled hereunder, regardless of whether such Distribution is made on the Effective Date or thereafter. With respect to Holders of Allowed Mechanic's Lien Claims, interest shall be paid on such Claims up to any amount which constitutes a secured claim under Section 506(a)(1) of the Bankruptcy Code.

10.6. Withholding of Taxes. (a) The Debtor, or Amalgamated may withhold from any Property to be distributed under the Plan any Property which must be withheld for taxes payable by the Entity entitled to such Distribution to the extent required by applicable law. As a condition to making any Distribution under the Plan, the Debtor or Amalgamated may request that the Holder of any Allowed Claim provide such Holder's taxpayer identification number and

such other certification or documentation as may be deemed necessary to comply with applicable tax reporting and withholding laws.

(b) Notwithstanding any other provision of the Plan, each Entity receiving a Distribution of Cash pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any governmental unit on account of such Distribution, including income, withholding and other tax obligations.

10.7. Undeliverable or Unclaimed Distributions. (a) All Distributions under the Plan to any Holder of an Allowed Claim shall be made at the address of such Holder as set forth on the lists to be provided by the Debtor unless the Debtor or Amalgamated have been notified in writing after the Effective Date of a change of address. Any Entity that is entitled to receive a Cash Distribution under the Plan but that fails to cash a check within one hundred twenty (120) days of its issuance shall be entitled to receive a reissued check from the Disbursing Agent for the amount of the original check, without any interest, if such Entity (i) requests, in writing, that the Disbursing Agent reissue such check, and (ii) provides the Disbursing Agent with such documentation as Amalgamated requests to verify in its sole discretion that such Entity is entitled to such check. If an Entity fails to cash any check within one hundred twenty (120) days of its issuance or fails to request re-issuance of such check within one hundred twenty (120) days of its issuance, such Entity shall be deemed to have forfeited the amount of the Distribution. Any such forfeited Distributions shall revert to (i) Amalgamated if the check constitutes payments from the Distribution Fund or (ii) the Debtor if the source of the payment was a Recovery in which case it shall be treated in accordance with Paragraph 9.15 of this Plan, and the Claim of any Holder or successor to such Holder with respect to such forfeited Distributions shall be discharged and forever barred, notwithstanding any other provisions in the Plan or any federal or state escheat laws to the contrary.

(c) In the event that any Distribution to any Holder of an Allowed Claim is returned to the Debtor as undeliverable, no further Distributions will be made to such Holder unless and until Amalgamated and the Debtor are notified in writing of such Holder's then-current address. All claims for undeliverable Distributions for which no check is issued, must be made within one hundred twenty (120) days of the issuance of the original check. After such date, all unclaimed Distributions shall revert to (i) Amalgamated if the source of the payment is the Distribution Fund, or (ii) the Debtor if the source of the payment is a Recovery, in which case it shall be treated in accordance with Paragraph 9.15 of this Plan, and the claim of any Holder or successor to such Holder with respect to such Distribution shall be forfeited, discharged and forever barred, notwithstanding any provisions in the Plan or any federal or state escheat laws to the contrary.

ARTICLE XI

Procedures for Resolving Disputed Claims

11.1. Objections to Claims. From and after the Effective Date, because Amalgamated is paying all distributions under this Plan (a) only Amalgamated (by and through its retained professionals) shall have the authority to file or litigate to judgment objections to Claims, and (b) only Amalgamated shall have the right to settle, compromise, and withdraw objections to

Claims. Subject to an order of the Bankruptcy Court providing otherwise, Amalgamated may object to a Claim by filing an objection with the Bankruptcy Court and serving such objection upon the Holder of such Claim not later than ninety (90) days after the Effective Date or ninety (90) days after the filing of the proof of such Claim, whichever is later, or such other date fixed by the Bankruptcy Court.

11.2. Procedure. Unless otherwise ordered by the Bankruptcy Court or agreed to by written stipulation with Amalgamated, Amalgamated (by and through its retained professionals as set forth in Section 11.1 hereof) may litigate the merits of each Disputed Claim until a Final Order is entered with respect to such Claim; *provided, however*, that Amalgamated may compromise and settle any objection to any Claim, subject to approval by the Bankruptcy Court.

11.3. Payments and Distributions With Respect to Disputed Claims. No payments or Distributions shall be made in respect of any Disputed Claim until such Disputed Claim becomes an Allowed Claim at which time Amalgamated shall pay the amount due if applicable, as provided for in this Plan.

11.4. Setoffs and Recoupments. Except with respect to Causes of Action of any nature released or allowed pursuant to the Plan or Confirmation Order, Amalgamated may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off or recoup against any Allowed Claim, the Distributions to be made pursuant to the Plan on account of such Claim, any Causes of Action of any nature that the Debtor, the Post-confirmation Estate or their successors may hold against the Holder of such Allowed Claim; provided that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by the Debtor, the Post-confirmation Estate, or Amalgamated or their successors, of any Causes of Action that the Debtor, the Post-confirmation Estate, or Amalgamated or their successors may possess against such Holder.

ARTICLE XII

Injunction, Release and Exculpation

12.1. Injunction. Except with respect to Mechanic's Lien Litigation, or as otherwise provided in or to enforce the Plan or Confirmation Order, on or after the Effective Date all Entities that have held, currently hold, or may hold, a Claim, Lien, Interest or other liability against or in the Debtor, and its principals, or Amalgamated, and its principals, that would be discharged or satisfied upon confirmation of the Plan and the Effective Date, but for the provisions of Bankruptcy Code § 1141(d)(3) are permanently enjoined from taking any of the following actions on account of such Claim, Lien, Interest or right: (a) commencing or continuing in any manner any action or other proceeding on account of such Claim, Lien, Interest, or right against the Post-confirmation Estate, Post-confirmation Estate Assets, the Sale Assets, including without limitation, the Real Property or any other Property that is to be distributed under the Plan, or (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Post-confirmation Estate, Post-confirmation Estate Assets, the Real Property or any other Property to be distributed under the Plan.

Except as it concerns Mechanic's Lien Litigation, on and after the Effective Date, each Holder of an Interest in the Debtor is permanently enjoined from taking or participating in any action that would interfere with or otherwise hinder the Debtor, and its principals, and/or Amalgamated, and its principals, from implementing the Plan or the Confirmation Order.

Except with respect to Mechanic's Lien Litigation, or as otherwise provided in the Plan or the Confirmation Order, on or after the Effective Date all Creditors of, Claimants against, Interest Holders of, and Entities having or claiming an interest of any nature in the Post-confirmation Estate are hereby permanently enjoined and stayed from pursuing or attempting to pursue any action, commencing or continuing any action, employing any process, or any act against the Debtor, its principals, Amalgamated, and its principals, the Post-confirmation Estate, Post-confirmation Estate Assets, the Real Property or any other Property that is to be distributed under the Plan, on account of or based upon any right, claim or interest which any such Creditor, Claimant, Interest Holder, or other Entity may have had prior to the entry of the Confirmation Order.

12.2. Release. In consideration of the treatment provided under the Plan, the Debtor, and the Debtor's Estate (collectively the "Releasers" and each individually a "Releasor") hereby release, remise and forever discharge Amalgamated and all of its respective officers, directors, members, employees and other agents, financial advisors, attorneys and accountants (each hereinafter a "Released Party" and, collectively, the "Released Parties") from any and all manner of actions, causes of actions, suits, debts, accounts and claims which each Releasor ever had, now has or may have whether known or unknown, except to the extent of any obligations undertaken by such Released Party in connection with the Plan other than a right to pursue a claim based on any gross negligence or willful misconduct, including any breach of fiduciary duty constituting gross negligence or willful misconduct, that arose before the Confirmation Date, and any debt of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not a proof of Claim or Interest is or could have been filed or is deemed filed, and whether or not such Claim or Interest is or could have been Allowed.

12.3. Exculpation. Neither the Debtor nor Amalgamated nor any of their respective officers, directors, members, employees or other agents, financial advisors, attorneys, and accountants shall have any liability to any Holder of any Claim or Interest for any act or omission in connection with or arising out of the negotiation, preparation and pursuit of confirmation of the Plan, the Consummation of the Plan, the administration of the Plan, the Chapter 11 Case or the property to be distributed under the Plan except for liability based upon willful misconduct or gross negligence as finally determined by a Final Order of the Bankruptcy Court.

12.4 Exception to Injunction Exculpation and Release. Notwithstanding the foregoing, nothing contained in Article 12 of the Plan shall be construed to enjoin, exculpate or release the prosecution or defense of the following: (a) any of the Mechanic's Lien cases, as such term is defined in the Stipulation and Order Granting Relief from Stay to Mechanic's Lien Claimants entered on January 27, 2013 (Docket No. 78); (b) All Systems Maintenance, Inc. et al. v. Talel et al., Adv. Pro. No. 13-08076 (REG) [Docket No. 138]; (c) All Systems Maintenance, Inc., et al. v. Amalgamated, Adv. Pro. No. 13-08081 (REG) [Docket No. 139]; and (d) All

Systems Maintenance, Inc., et al. v. Robert Silman Associates, et al., Adv. Pro. No. 13-08082 (REG) [Docket No. 140]; or (d) any other adversary proceeding that can be timely commenced pursuant to the Bankruptcy Court's Order dated May 3, 2013 Authorizing All Systems Maintenance, Inc., et al. to Commence Litigations as Representatives of the Estate [Docket No. 128].

ARTICLE XIII

Conditions Precedent to the Confirmation Order, the Effective Date and Consummation of the Plan

13.1. Condition Precedent to Entry of the Confirmation Order. The following condition must be satisfied on or before the Confirmation Date:

(a) The Confirmation Order must be in form and substance reasonably acceptable to Amalgamated; and

(b) Amalgamated shall have established the Distribution Fund.

13.2. Conditions Precedent to the Effective Date. The following conditions must be fully satisfied or waived, if subject to waiver, on or before the Effective Date for the Plan to become effective; the Confirmation Order must be entered by the Bankruptcy Court and become a Final Order.

13.3. Conditions Precedent to Consummation. Upon the following conditions being fully satisfied or waived, if subject to waiver, the Plan shall be deemed substantially consummated; the Closing shall have occurred.

If the Plan has not been consummated in accordance with the terms hereof within 90 days of the Confirmation Date, or such longer period as may be agreed upon by Amalgamated. Amalgamated shall file with the Bankruptcy Court and serve a notice indicating an inability to consummate the Plan and the Bankruptcy Court shall thereafter schedule a hearing to consider the disposition of the Chapter 11 case.

13.4. Amalgamated's Right to Waive Conditions Precedent. Amalgamated, in its sole discretion, may waive:

(a) the Final Order condition of the foregoing Section 13.2 at any time from and after the Confirmation Date. In that event, Amalgamated will be entitled to render any or all performances under the Plan prior to what otherwise would be the Effective Date if the above-referenced condition was not waived, including, but not limited to, the right to perform under any circumstances which would moot any appeal, review or other challenge of any kind to the Confirmation Order if the Confirmation Order is not stayed pending such appeal, review or other challenge.

ARTICLE XIV

Miscellaneous Provisions

14.1. Bankruptcy Court to Retain Jurisdiction. Notwithstanding entry of the Confirmation Order, or the occurrence of the Effective Date or Consummation of the Plan, the Chapter 11 Case having been closed, or a Final Decree having been entered, the Bankruptcy Court (or the District Court, as the case may be) shall have and retain jurisdiction of matters arising out of, and related to the Chapter 11 Case and the Plan under, and for the purposes of, Bankruptcy Code §§ 105(a), 1127, 1142 and 1144 and for, among other things, the following purposes:

(a) To consider any modification of the Plan under Bankruptcy Code § 1127 and/or modification of the Plan before “substantial consummation” as defined in Bankruptcy Code § 1101(2), and to consider any modification of the Plan to cure any defect or omission, or reconcile any inconsistency in the Plan, the Disclosure Statement or in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order.

(b) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any, and allowance of Claims resulting therefrom.

(c) To (i) hear and determine any Claim or Cause of Action arising in or related to the Chapter 11 Case; and (ii) to adjudicate any Causes of Action or other proceedings currently pending or which may be commenced by the Plan Administrator after the Effective Date or otherwise referenced herein or elsewhere in the Plan, including, but not limited to, the adjudication of any Causes of Action and any and all “core proceedings” under 28 U.S.C. § 157(b), which are or may be pertinent to the Chapter 11 Case and which the Plan Administrator may deem appropriate to commence and prosecute in support of implementation of the Plan.

(d) To determine any and all adversary proceedings, applications, and contested matters filed or commenced by Amalgamated after the Effective Date, including, without limitation, any Causes of Action.

(e) To ensure that Distributions are accomplished as provided in the Plan.

(f) To hear and determine any objections to Administrative Expense Claims, to Proofs of Claim, or to Claims and Interests filed and/or asserted both before and after the Confirmation Date, including any objections to the classification of any Claim or Interest, and to allow or disallow any disputed Administrative Expense Claim, Claim or Interest, in whole or in part, and any request for estimation of Claims.

(g) To protect the Post-confirmation Estate from adverse Claims or interference inconsistent with the Plan, including to hear actions to quiet or otherwise clear title to such property of the Post-confirmation Estate based upon the terms and provisions of the Plan, including, without limitation, with respect to the Sale Assets.

(h) To (i) enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated; (ii) to issue such orders in aid of execution of the Plan as may be necessary and appropriate, to the extent authorized by Bankruptcy Code § 1142; and (iii) to interpret and enforce any Orders previously entered in the Chapter 11 Case to the extent such Orders are not superseded or inconsistent with the Plan.

(i) To hear and determine all applications for compensation and reimbursement of expenses of Professionals under Bankruptcy Code §§ 330, 331, and 503(b) for services rendered and expenses incurred prior or subsequent to the Confirmation Date.

(j) To hear and determine all litigation, Causes of Action and all controversies, suits and disputes that may arise in connection with the interpretation, implementation or enforcement of the Plan.

(k) To hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code §§ 345, 505, and 1146.

(l) To enter a Final Decree closing the Chapter 11 Case.

(m) To consider and act on the compromise and settlement of any litigation, Claim against or Cause of Action asserted in connection with the Chapter 11 Case or the Post-confirmation Estate.

(n) To hear and determine all matters and disputes relating to the Auction and the Closing.

(o) Without limiting the generality of the foregoing and notwithstanding the Effective Date and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Post-confirmation Estate after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection herewith or therewith, including, without limitation, any Entities' obligations incurred in connection herewith or therewith, including without limitation, any action against the Post-confirmation Estate or any or all of the Debtor's and Amalgamated's professionals or the Post-confirmation Estate, and any action seeking turn over or recovery of assets included in the Post-confirmation Estate.

14.2. No Jurisdiction Over Mechanic's Lien Dispute. Nothing herein shall be construed as a consent to the Bankruptcy Court exercising any jurisdiction over the present pending actions against Amalgamated and others instituted in State Court by the Holder of Mechanic's Lien; such litigations shall be pursued by the plaintiffs and defendants therein under applicable state law with the resulting Claims, if any, to be paid in accordance with the terms of this Plan.

14.3. Binding Effect of the Plan. Nothing contained in the Plan or the Disclosure Statement will limit the effect of confirmation as set forth in Bankruptcy Code §1141. The

provisions of the Plan shall be binding upon and inure to the benefit of the Debtor, any Holder of a Claim or Interest, or their respective predecessors, successors, assigns, agents, officers, managers, members and directors and any other Entity affected by the Plan.

14.4. Fractional Cents. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

14.5. Successors and Assigns. The rights and obligations of any Entity named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Entity.

14.6. Blank Ballots. Any Ballot which is executed by the Holder of an Allowed Claim but which does not indicate an acceptance or rejection of the Plan shall be deemed to be an acceptance of the Plan. Any Ballot not filed in accordance with the filing instructions on the ballot pertaining to the Plan shall not be counted for voting purposes.

14.7. Authorization of Corporate Action. Upon the entry of the Confirmation Order, all actions contemplated by the Plan will be deemed authorized and approved in all respects (subject to the provisions of the Plan), including, without limitation, the transfer and/or contribution of the Post-confirmation Estate Assets. On the Confirmation Date, appropriate members or authorized signatories of the Debtor and/or Amalgamated are authorized and directed to execute and to deliver any and all agreements, documents and instruments contemplated by the Plan, the Post-confirmation Estate and/or necessary for the consummation of the Plan, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without the need for any additional authorizations, approvals or consents.

14.8. Withdrawal of the Plan. Amalgamated reserves the right, at any time prior to the entry of the Confirmation Order, to cause the Debtor to revoke or withdraw the Plan. If the Debtor revokes or withdraws the Plan, or if the Confirmation Date does not occur, or if the Effective Date does not occur then (a) the Plan will be deemed null and void and (b) the Plan shall be of no effect and shall be deemed vacated, and the Chapter 11 Case shall continue as if the Plan had never been filed and, in such event, the rights of any Holder of a Claim or Interest shall not be affected nor shall such Holder be bound by, for purposes of illustration only, and without limitation, (i) the Plan, (ii) any statement, admission, commitment, valuation or representation contained in the Plan, the Disclosure Statement, or the Related Documents or (iii) the classification and proposed treatment (including any allowance) of any Claim in the Plan.

14.9. Captions. Article and Section captions used in the Plan are for convenience only and will not affect the construction of the Plan.

14.10. Method of Notice. Any notice or other communication hereunder shall be in writing (including by facsimile transmission or by e-mail) and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended (or, in the case of notice by facsimile transmission or e-mail, when received and telephonically or electronically confirmed), addressed

as follows (provided, however, that only one notice or other communication hereunder need be sent to Holders sharing the same address):

If to the Debtor:

East End Development, LLC
108-110 Duane Street
New York, New York 10007
Attn.: Emil Talel

With a copy to:

Klestadt & Winters, LLP
570 Seventh Avenue
New York, NY 10018
Attn.: Tracy Klestadt, Esq.

If to Amalgamated, to:

Amalgamated Bank
275 Seventh Avenue
New York, New York 10001
Attention: James Fries
James O'Reilly

With a copy to:

Westerman Ball Ederer Miller & Sharfstein, LLP
1201 RXR Plaza
Uniondale, New York 11556
Attn.: John Westerman, Esq.

Any of the above may, from time to time, change its address for future notices and other communications hereunder by filing a notice of the change of address with the Bankruptcy Court.

14.11. Amendments and Modifications to Plan. The Plan may be altered, amended or modified by Amalgamated, before or after the Confirmation Date, as provided in section 1127 of the Bankruptcy Code. Amalgamated may also seek to modify the Plan at any time after confirmation so long as (a) the Plan has not been substantially consummated and (b) the Bankruptcy Court authorizes the proposed modification after notice and a hearing. Amalgamated further reserves the right to modify the treatment of any Allowed Claims at any

time after the Effective Date upon the consent of the creditor whose Allowed Claim treatment is being modified, so long as no other creditors are materially adversely affected.

14.12. Section 1125(e) of the Bankruptcy Code. Confirmation of the Plan will constitute a finding that the Debtor (and each of its Affiliates, agents, directors, officers, employees, members, advisors, professionals, and attorneys) has proposed and solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

14.13. Entire Agreement. The Plan, as described herein, and the Disclosure Statement and exhibits thereto set forth the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersede all prior discussions and documents. No party hereto shall be bound by any terms, conditions, definitions, warrants, understandings or representations with respect to the subject matter hereof, other than as is expressly provided for herein or as may hereafter be agreed to by the parties in writing.

14.14. Post-Confirmation Obligations. Under current applicable law, the Debtor and, after the Effective Date, the Post-confirmation Estate, for and on behalf of the Post-confirmation Estate, is required to pay fees assessed against Debtor's Estate under U.S.C. § 1930(a)(6) until entry of an order closing the Chapter 11 Case. Subject to a change in applicable law, Amalgamated shall pay all fees assessed against the Estate under 28 U.S.C. §1930(a)(6) from the Distribution Fund and the Debtor shall file post-confirmation reports until entry of an order closing the Chapter 11 Case of Debtor.

Dated: New York, New York
July 3, 2013

By: /s/ Emil Talel
Name: Emil Talel
Title: Authorized Signatory

Prepared By:

Klestadt & Winters, LLP
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New York, NY 10018
Attn.: Tracy Klestadt, Esq.

Attorneys for Debtor and Debtor in Possession