

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

QUEEN ELIZABETH REALTY CORP.,

Chapter 11

Case No. 13-12335 (SMB)

Debtor.

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**ORDER AMENDING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER  
CONFIRMING THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION**

Queen Elizabeth Realty Corp. (the “**Debtor**,” or, on and after the Effective Date, the “**Reorganized Debtor**”), in the above-captioned chapter 11 case (the “**Chapter 11 Case**”), having filed the Modified Fourth Amended Chapter 11 Plan of Reorganization dated January 13, 2016 (as the same may be modified, amended and/or supplemented, the “**Plan**”)<sup>1</sup> [Docket No. 313]; and the Court having entered the order (the “**Confirmation Order**”) [Docket No. 322], confirming the Plan; and the Debtor, with the consent of SCB and Madison, having requested a modification to the Confirmation Order; and after due deliberation thereon and good cause appearing therefor, the Court hereby orders as follows:

Paragraph 23 on page 17 of the Confirmation Order is hereby replaced in its entirety with the following paragraph:

23. Treatment of SCB Secured Claim. Having received adequate protection payments under the Cash Collateral Order and its receipt on the Effective Date of an additional \$306,000.00 assignment fee, SCB shall waive its right to late charges and default interest under the SCB Loan Documents provided that SCB shall be indefeasibly paid in full on or before the

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<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. Any capitalized term used in the Plan or in this Confirmation Order that is not defined in the Plan or in this Confirmation Order, but that is used in title 11 of the United States Code (the “**Bankruptcy Code**”), or in the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

earlier of the Effective Date or March 31, 2016, and shall (i) assign to Madison all of its rights under the SCB Loan Documents, including the notes and mortgages, or (ii) terminate and satisfy the notes and mortgages.

Dated: New York, New York  
February 4<sup>th</sup>, 2016

/s/ STUART M. BERNSTEIN  
UNITED STATES BANKRUPTCY JUDGE