

DELBELLO DONNELLAN WEINGARTEN  
WISE & WIEDERKEHR, LLP  
*Attorneys for the Debtor*  
One North Lexington Avenue  
White Plains, New York 10601  
(914) 681-0200  
Jonathan S. Pasternak, Esq.  
Julie Cvek Curley, Esq.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK  
-----X

In re:

BROOKLYN RENAISSANCE, LLC, Chapter 11  
Case No. 15-43122 (CEC)  
  
Debtor.

-----X

**FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION**

Brooklyn Renaissance, LLC, the above captioned debtor and debtor-in-possession (the "Debtor") hereby proposes the following First Amended Chapter 11 Plan of Reorganization pursuant to the provisions of Chapter 11 of the Bankruptcy Code.

**ARTICLE I**  
**DEFINITIONS**

For the purposes of this Plan, and the Disclosure Statement simultaneously filed by the Debtor, the following terms shall have the respective meanings set forth below (such meanings to be equally applicable to the singular and plural forms of the terms defined, unless the context otherwise requires):

1.1 "63 Fourth" shall mean the Debtor's parcel of improved real property located at 63 Fourth Avenue, Brooklyn, New York.

1.2 "65 Fourth" shall mean the Debtor's parcel of improved real property located at 65 Fourth Avenue, Brooklyn, New York.

1.3 “84 Clinton” shall mean the Debtor’s parcel of improved real property located at 84 Clinton Avenue, Brooklyn, New York.

1.4 “107 W.132<sup>nd</sup>” shall mean the Debtor’s parcel of improved real property located at 107 West 132<sup>nd</sup> Street, New York, New York.

1.5 “194 S.2<sup>nd</sup>” shall mean the Debtor’s parcel of improved real property located at 194 South 2<sup>nd</sup> Street, Brooklyn, New York.

1.6 “300 Van Brunt” shall mean the Debtor’s parcel of improved real property located at 300 Van Brunt Street, Brooklyn, New York.

1.7 “300 Van Brunt Adversary” shall mean the Adversary Proceeding pending in the United States Bankruptcy Court, Eastern District of New York encaptioned *Brooklyn Renaissance, LLC v. Hamilton Van Brunt, LLC*, assigned Adversary Proceeding No. 15-1086-cec.

1.8 “320 Court” shall mean the Debtor’s parcel of improved real property located at 320 Court Street, Brooklyn, New York.

1.9 “555 Union” shall mean the Debtor’s parcel of improved real property located at 555 Union Street, Brooklyn, New York.

1.10 “555 Union Adversary” shall mean the Adversary Proceeding pending in the United States Bankruptcy Court, Eastern District of New York encaptioned *Brooklyn Renaissance, LLC v. Anthony Salzano, and FIA 55 Union Holdings, LLC*, assigned Adversary Proceeding No. 15-1087-cec.

1.11 “557 Union” shall mean the Debtor’s parcel of improved real property located at 557 Union Street, Brooklyn, New York.

~~1.12~~ — “~~589 Hicks~~” shall mean the Debtor’s parcel of improved real property located at ~~589 Hicks Street, Brooklyn, New York.~~

~~1.13~~1.12 “*Administrative Claims*” shall mean all costs and expenses of administration of the chapter 11 case Allowed under Sections 503(b) or 330(a) of the Code and that are entitled to priority under Section 507(a)(2) which may include Claims pursuant to Section 506(c) of the Code.

~~1.14~~1.13 “*Allowed*” shall mean that portion of a Claim or Interest that, (i) has been timely filed with the Bankruptcy Court and is liquidated in amount and has not been objected to; (ii) has been listed by the Debtor in the Schedules as being neither contingent, unliquidated nor disputed; or (iii) has been allowed by a Final Order of the Bankruptcy Court.

~~1.15~~1.14 “*Bankruptcy Code*” shall mean title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. in effect for this case.

~~1.16~~1.15 “*Bankruptcy Court*” shall mean the United States Bankruptcy Court for the Eastern District of New York, Brooklyn Division.

~~1.17~~1.16 “*Broker*” shall mean such duly licensed professional real estate broker which may be subsequently engaged by the Debtor, which engagement has been approved by the Bankruptcy Court pursuant to Section 327(a) of the Bankruptcy Code.

~~1.18~~1.17 “*Cash*” shall mean legal tender of the United States of America or cash equivalents.

~~1.19~~1.18 “*Cherry Tree*” shall mean The Cherry Tree Corp.

~~1.20~~1.19 “*Claim*” is defined in Section 101(5) of the Bankruptcy Code, and shall include, without limitation, any claims of whatsoever type or description against the Debtor, any claim for pre-petition interest, post-petition interest or contingent interest, any claim against the Debtor

arising out of the rejection of executory contracts, any claim against the Debtor arising from the recovery of property under Sections 550 and 553 of the Code and any claim against the Debtor that does not arise until after the commencement of the chapter 11 case for a tax entitled to priority under Section 507(a) of the Bankruptcy Code.

~~1.21~~1.20 "*City of New York*" shall mean the City of New York, Department of Finance.

~~1.22~~1.21 "*Confirmation Date*" shall mean the date upon which the Confirmation Order is entered by the Bankruptcy Court.

~~1.23~~1.22 "*Confirmation Order*" shall mean the order of the Bankruptcy Court pursuant to Section 1129 of the Code confirming the Plan.

~~1.24~~1.23 "*Debtor*" shall mean Brooklyn Renaissance, LLC.

~~1.25~~1.24 "*Disbursing Agent*" shall mean DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, Debtor's counsel, who shall act in such capacity in order to effectuate the payment of distributions under the Plan.

~~1.26~~1.25 "*Disputed*" shall mean a Claim or Interest, or any portion of a Claim or Interest, that is not Allowed.

~~1.27~~1.26 "*Distribution Fund*" shall mean all of the Debtor's remaining cash on hand, including the net proceeds from the sale of the Property after, (a) the payment of all customary and usual costs of closing, (b) Broker's commission, (c) U.S. Trustee fees through the Effective Date, (d) professional fees pursuant to Section 3.1(b) of the Plan, (e) the Allowed Priority Claims of the City of New York pursuant to Section 3.1(e) of the Plan, and (f) upon the payment in full of the Allowed Class 1 Claim, the funding of the Post-Confirmation Date Reserve pursuant to Section 7.10 hereof.

~~1.28~~1.27 “*Effective Date*” shall mean the date upon which the Confirmation Order becomes a Final Order.

~~1.29~~1.28 “*FIA*” shall mean FIA 555 Union Holdings, LLC.

~~1.30~~1.29 “*FIA Settlement Agreement*” shall mean the Settlement Agreement between the Debtor and FIA, a copy of which is annexed to the Disclosure Statement as **Exhibit “J”**.

~~1.34~~1.30 “*Final Order*” shall mean an order or judgment which has not been stayed and as to which order or judgment the time to appeal or seek review or rehearing has expired and as to which no appeal, petition for review or rehearing is pending.

~~1.32~~1.31 “*Hamilton*” shall mean Hamilton Van Brunt LLC.

~~1.33~~1.32 “*HVB Settlement Agreement*” shall mean the Settlement Agreement between the Debtor and Hamilton, a copy of which is annexed to the Disclosure Statement as **Exhibit “H”**.

~~1.34~~1.33 “*Insider Secured Claims*” shall mean the secured claims held by such parties or entities that are insiders of the Debtor, as defined in §101(31) of the Bankruptcy Code, including the claims of East River Mortgage Corp. against 320 Court and 63 Fourth.

~~1.35~~1.34 “*Interest*” shall mean the membership interest of the member of the Debtor.

~~1.36~~1.35 “*JPMMAC*” shall mean JPMorgan Mortgage Acquisitions Corp.

~~1.37~~1.36 “*JPMMAC Adversary*” shall mean the Adversary Proceeding pending in the United States Bankruptcy Court, Eastern District of New York, encaptioned *Brooklyn Renaissance, LLC v. J.P. Morgan Mortgage Acquisition Corp.*, assigned Adversary Proceeding No. 15-1084-cec.

~~1.38~~1.37 “*JPMMAC Settlement Agreement*” shall mean the Settlement Agreement between the Debtor and JPMMAC, a copy of which is annexed to the Disclosure Statement as **Exhibit**

~~“KJ”~~.

~~1.39~~1.38 “*Maspeth*” shall mean Maspeth Federal Savings.

~~1.40~~1.39 “*Maspeth Settlement Agreement*” shall mean the Settlement Agreement between the Debtor and Maspeth, a copy of which is annexed to the Disclosure Statement as **Exhibit “HG”**.

~~1.41~~1.40 “*Mechanic’s Lien*” shall mean a properly filed, statutory lien pursuant to New York State Lien law, filed pre-Petition Date against the Properties by a contractor or materialman, which alleges an unpaid balance due to the holder for work or material provided to or for the Properties which resulted in an improvement thereto.

~~1.42~~1.41 “*Non-Tax Priority Claim*” shall mean any claim against the Debtor to the extent entitled to priority in payment under §507(a)(4)-(6) of the Bankruptcy Code.

~~1.43~~1.42 “*Petition Date*” shall mean July 6, 2015.

~~1.44~~1.43 “*Plan*” shall mean this Chapter 11 Plan of Reorganization and any amendments hereto or modifications hereof made in accordance with the provisions of the Bankruptcy Code.

~~1.45~~1.44 “*Priority Claim*” shall mean a Claim, other than an Administrative Claim, that is entitled to priority under Section 507 of the Bankruptcy Code.

~~1.46~~1.45 “*Priority Tax Claim*” shall mean a Claim against the Debtor to the extent entitled to priority in payment under §507(a)(8) of the Bankruptcy Code.

~~1.47~~1.46 “*Properties*” shall mean collectively, 63 Fourth, 65 Fourth, 84 Clinton, 107 W.132<sup>nd</sup>, 194 S.2<sup>nd</sup>, 300 Van Brunt, 320 Court, 555 Union and 557 Union.

~~1.48~~1.47 “*Real Estate Tax Claim*” shall mean the claims for secured tax liens against the Properties including the claims of NYCTL 1998-2/MTAG, NYCTL 2014-A/MTAG, NYCTL 2015-A/MTAG, NYCTL 1998 Trust, NYCTL 2015-A Trust MTAG.

~~1.49~~1.48 “*Salzano*” shall mean the individual Anthony Salzano.

~~1.50~~1.49 “*Secured Claim*” shall mean a Claim that is secured by a lien on property of the Debtor’s estate in accordance with § 506(a) of the Bankruptcy Code to the extent of the Allowed amount of such Claim or the value of such property, whichever is less.

~~1.51~~1.50 “*Schedules*” shall mean the schedules of assets and liabilities and the statement of financial affairs filed by the Debtor as required by Section 521 of the Code and Bankruptcy Rule 1007, and all amendments thereto.

~~1.52~~1.51 “*State Court*” shall mean the Supreme Court of the State of New York, County of Kings.

~~1.53~~1.52 “*Unsecured Claim*” shall mean any Claim that is not an Administrative Claim, Priority Claim or Secured Claim including, without limitation, Claims based upon pre-petition accounts payable or Claims based upon the rejection of an executory contract during the pendency of the chapter 11 case.

**ARTICLE II**  
**DESIGNATION OF CLAIMS AND INTERESTS**

All Claims, as defined herein and in §101(5) of the Bankruptcy Code against the Debtor, of whatever nature, whether or not scheduled or liquidated, absolute or contingent, and all Interests in the Debtor, whether resulting in an Allowed Claim or an Allowed Interest or not, shall be bound by the provisions of the Plan and are hereby classified as follows:

2.1 Classification of Claims. Section 2.2 sets forth the designation of the Classes of Claims and Interests. A Claim or Interest is classified in a particular Class for voting and distribution purposes only to the extent that the Claim or Interest qualifies within the description

of the Class and is classified in a different Class or Classes to the extent any remainder of the Claim or Interest qualifies within the description of that different Class or Classes. Unless otherwise provided, to the extent a Claim or Interest qualifies for inclusion in a more specifically defined Class than a more generally defined Class, it shall be included in the more specifically defined Class. Each of the following sections of this Article II provides explanations of the different Claim classifications. Administrative Expense Claims, Administrative Professional Fee Claims, U.S. Trustee's Fees, and Priority Tax Claims have not been classified and are excluded from the Classes set forth in Section 3.1 in accordance with §1123(a)(1) of the Bankruptcy Code. The treatment to be provided for Allowed Claims or Interests pursuant to this Plan and the consideration provided for herein shall be in full and final satisfaction, settlement, release and discharge of such respective Claims or Interests.

2.2 Classes. For purposes of the Plan, those persons holding Claims against, or Interests in, the Debtor are grouped in accordance with §1122 of the Bankruptcy Code as follows:

Class 1: shall consist of the Allowed Secured Claim of Maspeth.

Class 2: shall consist of the Allowed Secured Claim of FIA 555.

Class 3: shall consist of the Allowed Secured Claim of Salzano.

Class 4: shall consist of the Allowed Secured Claim of Hamilton.

Class 5: shall consist of the Allowed Secured Claim of JPMMAC.

Class 6: shall consist of the Allowed Real Estate Tax Claims.

Class 7: shall consist of Allowed Non-Tax Priority Claims.

Class 8: shall consist of all Allowed General Unsecured Claims, including any



Allowed deficiency claims of creditors classified in Classes 1, 2, 3, 4, 5, 6, and 7.

Class 9: shall consist of the Allowed Insider Secured Claims.

Class 10: shall consist of the holders of the Interests in the Debtor.

**ARTICLE III**  
**TREATMENT OF CLAIMS UNDER THE PLAN**

3.1 **Unclassified Claims.** To the fullest extent permitted by Section 1141(a)-(c) of the Bankruptcy Code, the treatment of and consideration to be received by holders of Allowed Unclassified Claims shall be in full satisfaction their respective Claims against the Debtor.

a) **Allowed Administrative Claims other than Claims of Professionals:** These Allowed Claims shall be paid in cash on the Effective Date or as soon as is practicable thereafter.

b) **Allowed Claims of Professionals:** The Allowed Administrative Claim of (i) the Debtor's current bankruptcy counsel, DelBello Donnellan Weingarten Wise & Wiederkehr, LLP DDWWW, and (ii) Auction Advisors, shall be paid in full, in cash, upon the later of (i) allowance by the Court pursuant to 11 U.S.C. § 330 or 11 U.S.C. §506(c) or (ii) the Effective Date.

c) **United States Trustee's Fees:** Under the Plan, all United States Trustee statutory fees arising under 28 U.S.C. § 1930 and 31 U.S.C. § 3717 through the Effective Date shall be payable by the Effective Date or as soon as practicable thereafter. Thereafter such fees shall be paid in full, in cash, in such amount as they are incurred in the ordinary course of business by the Debtor.

d) **Allowed Priority Tax Claims:** Allowed Priority Tax Claims pursuant to §507(a)(8) of the Bankruptcy Code, excluding the Real Estate Tax Claim which are paid under Class 6, if any, shall be paid in full, in cash, on the Effective Date.

3.2 **~~Class 4~~Class 1: Pursuant to this Plan, the Maspeth Settlement Agreement**

annexed to the Disclosure Statement as Exhibit “G” is hereby approved. The Allowed Secured Claim of Maspeth shall be paid pursuant to the Maspeth Settlement Agreement which provides for, *inter alia*, (i) 100% repayment on the principal, escrow arrears and late charges accrued, and (ii) 65% of the interest arrears, on each loan. The Class 1 Allowed Secured Claim of Maspeth shall be paid from the sale proceeds of (i) 557 Union, (ii) 84 Clinton, (iii) 194 S. 2<sup>nd</sup>, ~~(iv) 589 Hick~~, and ~~(v) 320 Court~~, which repayment shall be completed no later than December 30, 2016, in full and final satisfaction of any and all claims held by Maspeth against the Debtor. As of March 1, 2016, the Debtor estimates the Class 1 Allowed Secured Claim of Maspeth at \$8,222,612.26. The Class 1 Allowed Secured Claim of Maspeth is unimpaired under this Plan and shall not be entitled to vote to accept or reject the Plan.

3.3 ~~Class 2:~~ Class 2: Pursuant to this Plan, the FIA Settlement Agreement annexed to the Disclosure Statement as Exhibit “J” is hereby approved. The Allowed Secured Claim of FIA shall be paid pursuant to the FIA Settlement Agreement, which provides for, *inter alia*, a sale of 555 Union. In the event the sale proceeds from 555 Union are in excess of \$1.9 million, FIA is entitled to \$1.33 million, plus 30% of any amount in excess of \$1.9 million, and 50% of the difference between \$70,000 and the cost to the Debtor’s estate to settle the amount of ECBs, with the remaining proceeds remitted to, and belonging to, the Debtor plus 70% of any amount in excess of \$1,900,000. In the event the transaction for the sale of 555 Union fails to close, the Debtor shall tender a quit-claim deed and in exchange FIA shall pay \$365,000 to the Debtor’s estate. The treatment to Allowed Class 2 Claimants under the Plan shall be in full and final satisfaction of any and all claims held by FIA against the Debtor. The Allowed Class 2 Claim is unimpaired under this Plan and shall not be entitled to vote to accept or reject the Plan.

3.4 **Class 3:** The Allowed Secured Claim of Salzano was assigned to FIA and shall be paid by FIA from the sale proceeds of 555 Union. The Allowed Class 3 Claim is unimpaired under this Plan and shall not be entitled to vote to accept or reject the Plan.

3.5 ~~Class 4:~~**Class 4:** Pursuant to this Plan, the HVB Settlement Agreement annexed to the Disclosure Statement as **Exhibit “H”** is hereby approved. The Allowed Secured Claim of Hamilton shall be paid pursuant to the HVB Settlement Agreement which provides for, *inter alia*, an allowed secured claim of Hamilton in the amount of \$3,342,228.54 to be paid from the sale of 300 Van Brunt less (i) \$100,000 to Annabelle McGown, (ii) \$100,000 to the Debtor’s estate, (iii) a sum equivalent to transfer taxes estimated at \$54,450 to the Debtor’s estate, (iv) to the extent 300 Van Brunt sells for more than \$1.8 million at auction, then 30% of the price increase shall be paid to the Debtor’s estate and the remaining to Hamilton, up to the amount of its allowed claim. Hamilton waives any entitlement to a Class 9 deficiency claim. To the extent the Debtor fails to close on a sale of 300 Van Brunt, the Debtor shall execute a deed in lieu of foreclosure in favor of Hamilton, and in consideration for same, Hamilton shall tender \$100,000 to Annabelle McGown and \$100,000 to the Debtor’s estate. The Allowed Class 4 Claim is unimpaired under this Plan and shall not be entitled to vote to accept or reject the Plan.

3.6 ~~Class 5:~~**Class 5:** Pursuant to this Plan, the JPMMAC Settlement Agreement annexed to the Disclosure Statement as **Exhibit “J”** is hereby approved. The Allowed Secured Claim of JPMMAC shall be treated in accordance with the JPMMAC Settlement Agreement, which provides that the Debtor shall either consent to a judgment of foreclosure or tender a quit claim deed to JPMMAC in consideration for \$25,000 payable by JPMMAC to the Debtor’s estate and waiver of all claims against the Debtor’s estate. The Allowed Class 5 Claim is

unimpaired under this Plan and shall be entitled to vote to accept or reject the Plan.

3.7 **Class 6:** The Allowed Real Estate Tax Claims shall be paid in full in cash, to the extent Allowed, within one hundred eighty (180) days from the Effective Date from the proceeds of the sale of the Debtor's Properties. The Allowed Class 6 Claims are ~~impaired~~unimpaired under this Plan and shall be entitled to vote to accept or reject the Plan.

3.8 **Class 7:** The Allowed Non-Tax Priority Claims shall be paid in full in cash, to the extent Allowed on the Effective Date. The Allowed Class 7 Claims are unimpaired under this Plan and shall not be entitled to vote to accept or reject the Plan.

3.9 **Class 8:** The Allowed Unsecured Claims shall receive 100% on the Allowed Class 8 Claims. Allowed Class 8 Claims shall be paid on the later of, (a) the Allowance or dis-Allowance of all Class 2, 3 and 5 Claims or establishment of an appropriate reserve for any such Allowed Class 2, 3 and 5 Claims to the extent any are Disputed Claims as provided for in Section 6.3 hereof or (b) within ten (10) business days following the Effective Date. Allowed Class 8 Claims are unimpaired under this Plan and shall not be entitled to vote to accept or reject the Plan.

3.10 **Class 9:** The Allowed Insider Secured Claims shall retain their liens against the respective properties, subject to their Secured Claims, and the Debtor shall resume making its contractually obligated payments. The Allowed Class 9 Claims are ~~unimpaired~~impaired under this Plan and shall not be entitled to vote to accept or reject the Plan.

3.11 **Class 10:** The Allowed Interest shall retain all of his Interests in the Debtor. Class 10 Interest Claims are unimpaired and shall not be entitled to vote to accept or reject the Plan.

~~3.12 Acceptance by Impaired Classes of Claims: Classes 6, 7 and 8 shall have accepted the Plan if (i) the holders (other than any holder designated under §1126(e) of the Bankruptcy Code) of at least two third in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) more than one half in number of the holders (other than any holder designated under §1126(e) of the Bankruptcy Code) of such Allowed Claims actually voting in such Class have voted to accept the Plan.~~

3.12 Voting Classes and Presumed Rejection of the Plan: The only impaired class of creditors is Class 9, which consist solely of insiders claims, and accordingly are deemed to reject the Plan.

3.13 Presumed Acceptance of the Plan. Classes 1, 2, 3, 4, 5, ~~9~~, 6, 7, 8, and 10 are deemed unimpaired under the Plan, and, therefore, are deemed to accept the Plan under §1126(f) of the Bankruptcy Code.

3.14 Fair and Equitable Test; Cramdown. Notwithstanding a rejection by a class of impaired creditors, the Bankruptcy Court may confirm the Plan and the Plan will be binding upon all Classes, including the Classes rejecting the Plan, if it is demonstrated to the Bankruptcy Court that at least one impaired Class of Claims has accepted the Plan and that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to each non-accepting Class. A plan does not discriminate unfairly if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are similar to those of the dissenting class and if no class receives more than it is entitled to on account of its Claims or Interests.

Under the Bankruptcy Code, the Debtor's Plan is "fair and equitable" as to non-accepting impaired Class if the holders of Claims and Interests that are junior to the Claims in the dissenting Class will not retain any property under the Plan. With respect to a class of secured claims, the plan provides that the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims; and that each holder of a claim of such class receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the plan, of at least the value of such holder's interest in the estate's interest in such property. With respect to a class of unsecured claims, the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property, except that in a case in which the debtor is an individual, the debtor may retain property included in the estate under §1115 of the Bankruptcy Code, subject to the requirements of §1129 (a)(14) of the Bankruptcy Code. With respect to a class of interests, the plan provides that each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property.

Under the Plan, the Class 10 Interests will not receive any distribution until Classes 1, 2, 3, 4, 5, 6, 7, 8, and 9 are fully satisfied. ~~Although Class 6, 7, and 8 Claims are receiving impaired treatment, they are receiving full payment to the extent their claims are Allowed.~~ Accordingly, the Debtor believes that the Plan “does not discriminate unfairly” and is “fair and equitable” to its creditors.

3.15 Full and Final Satisfaction. Performance of all of the obligations under the Plan shall be in full and final satisfaction, settlement, release and discharge of all Claims against and Interests in the Debtor to the fullest extent permitted by the Bankruptcy Code.

**ARTICLE IV**  
**MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN**

4.1 Plan Funding. The Plan shall be funded with the proceeds from the sale of the Properties set forth in Section 4.2 below, which shall be held pursuant to § 345 of the Bankruptcy Code and ultimately distributed by the Disbursing Agent in accordance with the terms of this Plan.

4.2 Means For Implementation: Sale. After extensive marketing of the Properties, the Debtor has entered into a Purchase and Sale Agreement for the sale of (i) 84 Clinton and (ii) 300 Van Brunt, subject to Bankruptcy Court approval thereof. The Debtor intends to solicit offers and sell such other of its Properties are necessary to effectuate the payment due under the Plan, including a sale of 555 and 557 Union, and (i) 320 Court, (ii) 194 S. 2<sup>nd</sup>, (iii) 63 Fourth and/or, (iv) 65 Fourth. Under the Plan, the Debtor shall have six (6) months from the Effective



Date to consummate the sale of these Properties, subject to extension granted to the Debtor by any creditors that remain to be paid under this Plan.

**a) Free and Clear of all Liens, Claims and Encumbrances.**

The respective purchaser of each of the Properties shall acquire upon the sale, and the Debtor shall convey, all of the right, title and interest that Debtor possesses as of the closing in and to the Property free and clear of all pre-closing liens, Claims, encumbrances, other interests, debts, causes of action, obligations, liabilities, and charges of any kind, nature or description whatsoever, whether fixed or contingent, legal or equitable, perfected or unperfected except as expressly provided in the purchase agreement pursuant to Sections 363(b), (f), (k) and (m) and 1123(b)(4) and 1129 of the Bankruptcy Code (collectively, the “Liens and Claims”). All persons and entities asserting Liens and Claims of any kind or nature whatsoever against or in Debtor or the Property, including but not limited to the Class 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 Claims, arising under or out of, in connection with, or in any way relating to, Debtor, the Property, or the transfer of the Property to the Purchaser, shall be forever barred, estopped, and permanently enjoined from asserting such Liens and Claims against the Purchaser, its successors or assigns, its property, or the Property.

**b) 84 Clinton**

On or about July 22, 2015, the Debtor entered into a Contract of Sale with MGJR Nominee LLC or its assigns for 84 Clinton in the amount of \$2.5 million. The Debtor filed a motion seeking approval of this transaction pursuant to §363 of the Bankruptcy Code and will conduct an auction to sell 84 Clinton, subject to higher and better offers.

At the closing on the sale of 84 Clinton, after payment of ordinary closing costs and the Allowed Class 1 Claims, will be deposited into the Distribution Fund for payment to unclassified claims, Class 9 Claims and Class 10 Interests under the Plan.

**c) 300 Van Brunt**

On or about September 8, 2015, the Debtor entered into a Contract of Sale with The Other Half LLC for the sale of 300 Van Brunt in the amount of \$1.8 million. At the closing on the sale of 300 Van Brunt, Allowed Class 4 Claims will be paid from the closing pursuant to the HVB Settlement Agreement, less certain payment to the Debtor's estate and Annabelle McGown and set forth in detail in the HVB Settlement Agreement.

**d) 555 Union and 557 Union**

The Debtor has received an offer for the sale of 555 and 557 Union in the aggregate amount of \$3,700,000. The Debtor expects to finalize the Purchase and Sale Agreement and supplement the Disclosure Statement with the executed Purchase and Sale Agreement prior to the Hearing to approve this Disclosure Statement. At the closing on the sale of 555 Union and 557 Union, Allowed Class 1, 3, and 4 Claims will be paid from the closing pursuant to the Maspeth Settlement Agreement and FIA Settlement Agreement. The net proceeds, after payment of ordinary closing costs and the Allowed Class 1, 3, and 4 Claims, if any, will be deposited into the Distribution Fund for payment to unclassified Claims, Class 6, 8 Claims and Class 10 Interests under the Plan.

**e) 194 S. 2<sup>nd</sup>**

The Debtor entered into a Contract of Sale with Golf Management Realty LLC for the sale of 194 S. 2nd in the amount of \$2,650,000. At the closing on the sale of 194 S. 2nd, the

Allowed Class 1 Claim will be paid from the closing pursuant to the Maspeth Settlement Agreement, as set forth in detail in the Maspeth Settlement Agreement.

**f) ~~589 Hicks~~**

~~The Debtor has received an offer for the sale of 589 Hicks in the amount of \$2,650,000. The Debtor expects to finalize the Purchase and Sale Agreement and supplement the Disclosure Statement with the executed Purchase and Sale Agreement prior to the Hearing to approve this Disclosure Statement. At the closing on the sale of 589 Hicks, the Allowed Class 1 Claim will be paid from the closing pursuant to the Maspeth Settlement Agreement, as set forth in detail in the Maspeth Settlement Agreement.~~

**g)f) 320 Court**

The Debtor has received two (2) offers on 320 Court, in the amount of \$6,000,000. The Debtor expects to enter into contract with one of the parties and supplement the Disclosure Statement with the executed Purchase and Sale Agreement prior to the Confirmation Hearing. At the closing on the sale of 320 Court, the net proceeds, after payment of ordinary closing costs, will be deposited into the Distribution Fund for payment to unclassified Claims, Class 1, 6, 8 Claims and Class 10 Interests under the Plan.

**h)g) Unsold Properties**

Once the Debtor has completed all of the payment contemplated under this Plan, the Debtor shall convey, all of the right, title and interest that Debtor possesses in and to each of the respective Properties free and clear of all pre-closing liens, Claims, encumbrances, other interests, debts, causes of action, obligations, liabilities, and charges of any kind, nature or description whatsoever, whether fixed or contingent, legal or equitable, perfected or unperfected

except as expressly provided in the purchase agreement pursuant to Sections 363(b), (f), (k) and (m) and 1123(b)(4) and 1129 of the Bankruptcy Code (collectively, the “Liens and Claims”) to a limited liability company to be formed by James McGown.

**h) Turnover and Release of Property of the Estate Upon Sale.**

No later than the Closing Date, all persons or entities who are in possession of any property (personal or real) of the Debtor’s estate, including but not limited to the Receiver, shall be required to make available for conveyance, all such property of the estate, to the Purchaser, including but not limited to providing all books and records accounting for such time in which they were in possession to the Debtor.

**i) Tax Exemption.** This Plan expressly contemplates the sale of the Properties on or after the Effective Date. The post-Effective Date sale shall therefore not be taxed under any law imposing a stamp or similar tax as provided for in Section 1146(a) of the Bankruptcy Code including (a) the transfer of the Properties; (b) the creation of any mortgage, deed of trust, lien, pledge or other security interest; (c) the making or assignment of any contract, Lease or sublease; or (d) the making or delivery of any deed or other instrument or transfer under, in furtherance of, or in connection with the Plan. All such transfers, assignments and sales will not be subject to any stamp tax, or other similar tax held to be a stamp tax or other similar tax by applicable law.

4.3 Distribution of Cash. Except as otherwise provided in the Plan, the Cash required to be distributed to holders of Allowed Claims under the Plan shall be distributed by the Disbursing Agent within fourteen (14) business days after the closing on the respective property, except that to the extent that a Claim becomes an Allowed Claim after the respective

closing, within fourteen (14) days after the order allowing such Claim becomes a Final Order.

Any property or notice which a person or entity is or becomes entitled to receive pursuant to the Plan shall be delivered by regular mail, postage prepaid, in an envelope addressed to that person or entity at the address indicated on a properly filed proof of Claim or, absent such a proof of Claim, the address that is listed for that person or entity on the Schedules; provided that any person or entity entitled to a distribution may notify the Disbursing Agent in writing of its change of address, which address shall become the address for the Disbursing Agent to mail further distributions, if any. The Distribution Date shall be the date of mailing, and the property distributed in accordance with this Section shall be deemed delivered to such person or entity regardless of whether such property is actually received by that person or entity.

The Disbursing Agent shall not be liable for any distributions made in accordance with this Plan. The Disbursing Agent shall be liable only for acts of willful misconduct, gross negligence or breach of fiduciary duty by itself or such agents.

Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole cent (rounding down in the case of .50 or less and rounding up in the case of more than .50).

The Disbursing Agent shall, with the consent of the Debtor, establish a reserve from available cash necessary in order to satisfy post-confirmation fees and expenses of the Professionals and the Disbursing Agent, respectively.

With respect to services to be rendered by the Disbursing Agent, the Debtor's estate shall pay the reasonable compensation and out-of-pocket expenses incurred by the Disbursing Agent upon submission of written invoice. In the event of a dispute with respect thereto, such dispute

shall be subject to determination by the Bankruptcy Court .

In the event any Claimant fails to claim any distribution within four (4) months from the date of such distribution, such Claimant shall forfeit all rights thereto, and to any and all future payments, and thereafter the Claim for which such cash was distributed shall be treated as a disallowed Claim. In this regard, distributions to Claimants entitled thereto shall be sent to their last known address set forth on a proof of claim filed with the Bankruptcy Court or if no proof of claim is filed, on the Schedules filed by the Debtor, as may have been amended from time to time, or to such other address as may be designated by a Creditor, such notification having been received at least two (2) weeks prior to a distribution so as to allow the Debtor adequate time to update its records. In the case of distributions to entities which are returned due to an incorrect, incomplete or out of date address, the Debtor, in its sole discretion, shall take those steps deemed reasonable and appropriate to ascertain a correct or new address of any such entity. Nothing contained in the Plan or this Disclosure Statement will require the Debtor to attempt to locate any holder of an Allowed Claim. If after such reasonable and appropriate steps, a correct or new address cannot be found, then such entity shall forfeit all rights to such unclaimed distribution, which shall be deposited into the Plan Distribution Fund for redistribution to the Class 7 General Unsecured Claimants.

Except as otherwise provided in the Plan, the Confirmation Order, or in agreements previously approved by Final Order of the Bankruptcy Court, the Debtor may, pursuant to §553 of the Bankruptcy Code or applicable non-bankruptcy law, offset against any Claim and any distribution to be made on account of such Claim, any and all of the Claims, rights and causes of action of any nature that the Debtor or the estate may hold against the holder of such Claim;

provided, however, that neither the failure to effect such a setoff, the Allowance of any Claim, any other action or omission of the Debtor or the estate, nor any provision of this Plan shall constitute a waiver or release by the Debtor or the estate of any such claims, rights and causes of action that the Debtor or the estate may possess against such holder. To the extent the Debtor fails to set off against a creditor and seek to collect a Claim from such creditor after a distribution to such creditor pursuant to the Plan, the estate shall be entitled to full recovery on its Allowed Claim against such creditor.

**ARTICLE V**  
**EXECUTORY CONTRACTS**

5.1 All leases and executory contracts to which the Debtor is a party to as of the Petition Date shall be deemed rejected as of the Confirmation Date.

5.2 Any person or entity whose Claim arises from rejection of an executory contract shall, to the extent such Claim becomes an Allowed Claim, have the rights of a holder of an Unsecured Claim in Class 13 with respect thereto.

5.3 Any party who possesses a leasehold interest in the Property, which leasehold interest is rejected and terminated under this Section, shall be required to vacate the Property no later than five (5) business days prior to the Effective Date. In the event that such party fails to comply and vacate timely, the Bankruptcy Court shall direct the United States Marshall to forcibly evict such tenant and such tenant shall forfeit its right to file a rejection damage Claim. In the event of a forcible eviction, the Debtor reserves the right to assert a claim for damages incurred in connection with the tenant's failure to vacate.

5.4 **REJECTION DAMAGE CLAIM BAR DATE: Subject to compliance under Section 5.3 above, any person or entity who has a Claim against the Debtor by virtue of**

**rejection of an executory contract may file a Claim with the Clerk of the Court, and service such claim upon counsel for the Debtor no later than twenty-five (25) days after notice of the occurrence of the Confirmation Date. If such Claim is not filed within such specified time, it shall forever be barred from assertion against the Debtor and its estate.**

**ARTICLE VI  
RESOLUTION OF DISPUTED CLAIMS & RESERVES**

6.1 Objections. The Debtor or a party in interest shall file all objections to the allowance of any Claims with the Bankruptcy Court, in writing, no later than sixty (60) days after the Effective Date.

6.2 Amendment of Claims. A Claim may be amended only up to seven (7) days prior to the Effective Date unless agreed upon, in writing, by the Debtor and the holder of such Claim and as approved by the Bankruptcy Court or as otherwise permitted by the Code and Bankruptcy Rules.

6.3 Reserve for Disputed Claims. In the event that a Disputed Claim is not resolved by the Effective Date and the Disbursing Agent decides, in its discretion, to effectuate distributions to holders of Allowed Claims in the same or junior Classes to the Disputed Claim, the Disbursing Agent shall to the extent that sufficient funds are available in the Distribution Fund, reserve, on account of each Disputed Claim, in cash, the amount that would otherwise be distributable to such holder were such Disputed Claim an Allowed Claim in order to permit distributions under Article III hereof to proceed. The cash so reserved for the holder of such Disputed Claim shall be distributed to such holder only after and to the extent that such Disputed Claim becomes a subsequently Allowed Claim. The holder of a subsequently Allowed Claim shall not be entitled to any additional interest on the Allowed Claim, regardless of when



distribution thereon is made to or received by such holder. Any balance remaining in reserve after all Disputed Claims have been resolved shall be distributed as soon as practicable in accordance with Article III of this Plan.

**6.4 All distributions to holders of subsequently Allowed Claims, to the extent entitled to be paid under this Plan, shall be paid upon the later to occur of, (i) as soon as practicable after the Effective Date and (ii) the entry of a Final Order Allowing such Claim.**

6.5 Estimation of Disputed Claims. The Debtor reserves the right to seek an order or orders from the Bankruptcy Court estimating the maximum dollar amount of Allowed and Disputed Claims in each Class of Claims, inclusive of contingent and/or unliquidated Claims, or otherwise determining and fixing the amount of the Disputed Claims Reserve for each Class, and may seek to set the amount of any particular Claim for final allowance purposes pursuant to §§105 and 502(c) of the Bankruptcy Code. This estimate shall be used to calculate and fix distributions to holders of Allowed Claims and the amount of the respective Disputed Claims Reserve. Such a procedure may also be utilized for Administrative Claims, Priority Tax Claims and Priority Claims. In the event the Debtor seeks to estimate such Claims, Disputed Claims Reserves shall be established for each such category of Claims.

6.6 Disputes Regarding Rights to Payments or Distribution. In the event of any dispute between and among Claimants (including Persons asserting the right to receive the disputed payment or distribution) as to the right of any Person to receive or retain any payment or distribution to be made to such Person under this Plan, the Debtor may, in lieu of making such payment or distribution to such entity, remit the disputed portion of the Claim into an

escrow account, as ordered by a court of competent jurisdiction or as the interested parties to such dispute may otherwise agree among themselves. Notwithstanding anything to the contrary, the Debtor shall make distributions on account of the undisputed portion of a Claim to such Claimants.

6.7 Setoff. Except as otherwise provided in the Plan, the Confirmation Order, or in agreements previously approved by Final Order of the Bankruptcy Court, the Debtor's estate or Reorganized Debtor, as the case may be, may, pursuant to Section 553 of the Bankruptcy Code or applicable non-bankruptcy law, offset against any Claim and any distribution to be made on account of such Claim, any and all of the Claims, rights and causes of action of any nature that the Debtor or the estate may hold against the Holder of such Claim; provided, however, that neither the failure to effect such a setoff, the allowance of any Claim hereunder, any other action or omission of the Debtor or the estate, nor any provision of this Plan shall constitute a waiver or release by the Debtor or the estate of any such Claims, rights and causes of action that the Debtor or the estate may possess against such Holder. To the extent the estate fails to set off against a Creditor and seek to collect a Claim from such Creditor after a distribution to such Creditor pursuant to the Plan, the estate shall be entitled to full recovery on its Claim against such Creditor.

6.8 Claims Procedures Not Exclusive. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. On and after the Confirmation Date, Claims which have been estimated may subsequently be compromised, settled, withdrawn, or otherwise resolved without further order of the Bankruptcy Court

**ARTICLE VII**  
**GENERAL AND MISCELLANEOUS PROVISIONS**

7.1 Avoidance and Recovery Actions. The Reorganized Debtor, for and on its behalf and on behalf of its estate, will not prosecute any causes of action under Sections 510, 544, 547, 548, 550 and 553 of the Bankruptcy Code.

7.2 Modification of the Plan. The Debtor reserves the right, in accordance with the Bankruptcy Code, to amend or modify the Plan prior to the Confirmation Date or as soon as practicable thereafter. After the Confirmation Date, the Debtor may, subject to order of the Bankruptcy Court, and in accordance with Section 1127(b) of the Bankruptcy Code, remedy any defect or omission or reconcile any inconsistencies in the Plan in such manner as may be necessary to carry out the purposes and intent of the Plan.

7.3 Article and Section References. Unless otherwise specified, all section, article and exhibit references in the Plan are to the respective section in, article of, or exhibit to the Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

7.4 Payment Dates. If any payment or act under the Plan is required to be made or falls on a date which shall be a Saturday, Sunday or a legal holiday, the making of such payment or performance of such act may be completed on the next succeeding business day, and shall be deemed to have been completed timely.

7.5 Notices. Any notices to be forwarded under the Plan shall be in writing and sent by certified mail, return receipt requested, postage pre-paid; or by overnight mail or hand delivery, addressed as follows:

If to the Debtor:

BROOKLYN RENAISSANCE, LLC  
P.O. Box 3294  
Church Street Station  
New York, New York 10008  
Attn: James McGown

with a copy to:

DELBELLO DONNELLAN WEINGARTEN  
WISE & WIEDERKEHR, LLP  
One North Lexington Avenue  
White Plains, New York 10601  
Attn: Jonathan S. Pasternak, Esq.  
Julie Cvek Curley, Esq.

The Debtor may designate in writing any other address for purposes of this section, which designation shall be effective upon receipt. Any payment required under the Plan shall be deemed to have been paid on the date when such payment is mailed.

7.6 Enforceability. Should any provision in the Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability or operative effect of any and all other provisions of the Plan.

7.7 Applicable Law. Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, except to the extent that other provisions of Federal law are applicable.

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

7.9 Reservation of Rights. Neither the filing of this Plan, nor any statement or

provision contained herein, shall be or be deemed to be an admission against interest. In the event that the Effective Date does not occur, neither this Plan nor any statement contained herein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside of this chapter 11 case.

7.10 U.S. Trustee Fees and Post Confirmation Reports. The Debtor shall be responsible for filing post-Confirmation reports with the Bankruptcy Court and the Disbursing Agent shall effectuate payment all quarterly fees required under 28 U.S.C. § 1930 and applicable interest under 31 U.S.C. § 3717, on behalf of the Debtor who shall remain responsible therefor, until the earlier of (a) conversion or dismissal of this chapter 11 case or (b) entry of a final decree closing this chapter 11 case. A final decree shall be entered as soon as practicable after distributions have commenced under the Plan.

7.11 Post-Confirmation Date Reserve. Following the payment of the Class 1 Allowed Claim or with the consent of the holder of the Class 1 Claim, the sum of \$100,000 shall be reserved from the Distribution Fund in order to fund post-Confirmation Date professional fees incurred by Debtor's counsel in the continued efforts to close on the Properties and effectuate payment under the Plan, and in connection with the carrying out of the duties and responsibilities as the Disbursing Agent and United States Trustee fees. The balance of such reserve, if any, shall be distributed in accordance with Article III hereof. All disputes concerning post-confirmation fees and expenses shall be subject to Bankruptcy Court jurisdiction.

7.12 Withdrawal or Revocation of the Plan. The Debtor reserves the right to revoke or withdraw the Plan prior to the Effective Date. If the Debtor revokes or withdraws the Plan, then the result shall be the same as if the Confirmation Order was not entered and the Effective Date

did not occur.

7.13 Conditions to Withdrawal, Modifications and Amendments. Any act to amend, modify, revoke or withdraw the Plan shall require the consent of the Debtor. The Bankruptcy Court shall have sole and exclusive jurisdiction over any disputes regarding the foregoing.

7.14 Preservation of Insurance. The discharge and release of the Debtor as provided in this Plan shall not diminish or impair the enforceability of any insurance policies that may cover Claims against the Debtor or other person.

7.15 Post-Effective Date Powers. After the Effective Date, the powers of the Debtor shall include, but not be limited to, the following:

(a) Review of all Claims and proposed distributions to Creditors pursuant to the Plan;

(b) Review and participate in all pending and further litigation before the Bankruptcy Court and on appeal;

(c) Authority to make any objections to Claims, where appropriate, as well as authority to commence adversary proceedings with respect to avoidance actions under §§ 547 through 553 of the Bankruptcy Code; and

(d) Such other responsibilities and obligations as may be vested in the Debtor or as may assumed pursuant to order of the Bankruptcy Court or pursuant to this Plan or the Bankruptcy Code.

7.16 Confirmation Order. The Confirmation Order shall ratify all transactions effected by the Debtor during the period commencing on the Petition Date and ending on the

Confirmation Date except for any acts constituting willful misconduct or gross negligence or that are avoidance under §549 of the Bankruptcy Code.

7.17 Interpretation, Rules of Construction, Computation of Time, and Choice of Law.

(a) The provisions of the Plan shall control over any descriptions thereof contained in the Disclosure Statement.

(b) Any term used in the Plan that is not defined in the Plan, either in Article I (Definitions) or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the rules of construction set forth in §102 of the Bankruptcy Code shall apply to the Plan, unless superseded herein. The definitions and rules of construction contained herein do not apply to the Disclosure Statement or to any Exhibits to the Plan except to the extent expressly so stated in the Disclosure Statement or in such Exhibit to the Plan.

(c) The words “herein,” “hereof,” “hereto,” “hereunder” and others of similar import refer to the Plan as a whole and not to any particular Article, Section, subsection or clause contained in the Plan, unless the context requires otherwise.

(d) Unless specified otherwise in a particular reference, all references in the Plan to Articles, Sections and exhibits are references to Articles, Sections and Exhibits of or to the Plan.

(e) Any reference in the Plan to a contract, document, instrument, release, bylaw, certificate, indenture or other agreement 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.

(f) Any reference in the Plan to an existing document or exhibit means such document or exhibit as it may have been amended, restated, modified or supplemented as of the Effective Date.

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

(h) All Exhibits to the Disclosures Statement are incorporated into the Plan, and shall be deemed to be included in the Plan, regardless of when filed.

(i) Subject to the provisions of any contract, certificate, bylaws, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules.

7.18 No Admissions. Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed as an admission by the Debtor with respect to any matter set forth herein, including without limitation, any liability on or treatment of any Claim, or the propriety of a Claim's classification.

**ARTICLE VIII**  
**EFFECT OF CONFIRMATION, DISCHARGE,**  
**SURRENDER AND CANCELLATION OF CLAIMS**

8.1 No Discharge Under the Plan. Because the Plan contemplates liquidation of the Debtor's assets, the Confirmation Order shall not operate as a discharge pursuant to Section 1141(d)(1) of the Code. The Plan shall be binding on all parties in interest to the fullest extent possible under Section 1141(a)-(c) of the Bankruptcy Code.

8.2 Exculpation. *Neither the Debtor nor any of its respective members,*



*shareholders, officers, directors, employees, attorneys, advisors, agents, representatives and assigns (the “Released Parties”) shall have or incur any liability to any entity for any action taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, Confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into, or any other action taken or omitted to be taken in connection with the chapter 11 case or the Plan and any related agreement except for bad faith, willful misconduct, gross negligence, breach of fiduciary duty, malpractice, fraud, criminal conduct, unauthorized use of confidential information that causes damages, and/or ultra vires acts. Notwithstanding any other provision hereof, nothing in Sections 8.2 or 8.3 hereof shall (a) effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including, without limitation, any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against the Released Parties, nor shall anything in Sections 8.2 or 8.3 hereof enjoin the United States or any state or local authority from bringing any claim, suit, action or other proceedings against any of the Released Parties referred to herein for any liability whatever, including, without limitation, any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority, nor shall anything in this Plan exculpate any party from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against the Parties referred to herein, or (b) limit the liability of the Debtor’s professionals to the Debtor pursuant to Rule*

*1.8(h)(1) of the New York Rules of Professional Conduct .*

8.3 **Confirmation Injunction.** *Upon the Confirmation Date, but subject to the occurrence of the Effective Date, all persons who have held, hold or may hold Claims or Interests are enjoined from taking any of the following actions against or affecting the Debtor or assets of the Debtor with respect to such Claims, Interests or Administrative Claims, except as otherwise set forth in the Plan, and other than actions brought to enforce any rights or obligations under the Plan or appeals, if any, from the Confirmation Order:*

*(i) Commencing, conducting or continuing in any manner, directly or indirectly, any suit, action, arbitration, or other proceeding of any kind against the Debtor or the assets of the Debtor regarding the Claims or Interests;*

*(ii) Enforcing, levying, attaching, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtor, the assets of the Debtor;*

*(iii) Creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtor, the assets of the Debtor;*

*(iv) Asserting any setoff, right of subrogation, or recoupment of any kind, directly or indirectly, against the Debtor, the assets of the Debtor; and*

*(v) Proceeding in any manner and any place whatsoever that does not conform to or comply with the provisions of the Plan.*

**ARTICLE IX**  
**DISTRIBUTIONS AND UNCLAIMED PAYMENTS**

9.1 Except as otherwise provided herein, in the event any Claimant fails to claim any distribution within four (4) months from the date of such distribution, such Claimant shall

forfeit all rights thereto, and to any and all future payments, and thereafter the Claim for which such cash was distributed shall be treated as a disallowed Claim. In this regard, distributions to Claimants entitled thereto shall be sent to their last known address set forth on a proof of claim filed with the Bankruptcy Court or if no proof of claim is filed, on the Schedules filed by the Debtors or to such other address as may be designated by a Creditor. The Disbursing Agent, Debtor and Reorganized Debtor shall use their collective best efforts to obtain current addresses for all Claimants. The Disbursing Agent shall notify the Debtor of all returned distributions. All unclaimed cash shall be returned to the Reorganized Debtor.

**ARTICLE X**  
**POST-CONFIRMATION ACTIVITIES OF THE DEBTOR**

10.1 Once all of the Properties have either been (i) sold to fund the Plan, or (ii) transferred to a McGown entity, the Debtor shall timely cause “final” tax returns to be filed with New York State Department of Taxation and Finance as well as the Internal Revenue Service and shall timely file such additional documents as are necessary to cause the formal dissolution of the Debtor with the New York State, Secretary of State.

**ARTICLE XI**  
**EVENTS OF DEFAULT**

11.1 The occurrence of any of the following events shall constitute an event of default under the Plan (“Event of Default”):

(a) The failure of the Debtor to make any payment required to be made under the Plan, which failure shall have remained uncured for a period of ten (10) days after the date such payment is required to be made, unless the time for such payment has been extended in accordance with the Plan.

(b) The failure of the Debtor to comply with any of the covenants contained in the Plan, which failure shall remain uncured for a period of ten (10) days after the Debtor has received written notice of such failure.

11.2 In the event that the Debtor defaults under the provisions of the Plan, and such default is not cured, then, at the option of any creditor or the United States Trustee, a motion may be filed with the Bankruptcy Court seeking an Order of the Bankruptcy Court compelling the Debtor to make such payment or act in a manner consistent with the provisions of the Plan or seeking the conversion this Chapter 11 Case to a Chapter 7 proceeding.

**ARTICLE XII**  
**RETENTION OF JURISDICTION**

The Bankruptcy Court shall retain jurisdiction of the chapter 11 case:

(a) To determine all controversies relating to, or concerning, the allowance of Claims upon objection to such Claims by any party in interest;

(b) To determine requests for payment of Claims entitled to priority under Section 507(a)(2) of the Bankruptcy Code, including any and all applications for compensation or Professional Persons;

(c) To determine and, if necessary, liquidate, any and all Claims arising from the rejection of any Executory Contracts;

(d) To determine any and all applications, adversary proceedings, and contested or

litigated matters over which the Bankruptcy Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334;

(e) To determine all disputed, contingent or unliquidated Claims;

(f) To determine requests to modify this Plan pursuant to Section 1127 of the Code, or to remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order to the extent authorized by the Bankruptcy Code;

(g) To make such orders as are necessary or appropriate to carry out the provisions of this Plan;

(h) To resolve controversies and disputes regarding the interpretation or enforcement of the terms of this Plan; and

(i) To enter a final decree closing the Chapter 11 Case.

Dated: White Plains, New York  
| ~~May 10~~June 14, 2016

BROOKLYN RENAISSANCE, LLC

By: \_\_\_\_\_  
James McGown, Managing Member

Formatted: Font: Italic

DELBELLO DONNELLAN WEINGARTEN  
WISE & WIEDERKEHR, LLP  
*Attorneys for the Debtor*  
One North Lexington Avenue  
White Plains, New York 10528  
(914) 681-0200

By: \_\_\_\_\_  
Jonathan S. Pasternak