

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

-----	X	
In re:	:	CHAPTER 11
	:	
WATERFRONT OFFICE BUILDING, LP	:	CASE NO. 12-52121 (AHWS)
AND SUMMER OFFICE BUILDING, LP,	:	Jointly Administered
	:	
Debtors-in-Possession.	:	
-----	X	

**SECOND AMENDED DISCLOSURE STATEMENT WITH
RESPECT TO THE SECOND AMENDED PLAN OF LIQUIDATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE PROPOSED
BY DEUTSCHE GENOSSENSCHAFTS-HYPOTHEKENBANK AG**

John Carberry, Esq.
CUMMINGS & LOCKWOOD LLC
Six Landmark Square
Stamford, Connecticut 06901
Tel (203) 327-1700
Fax (203) 351-4535
jcarberry@cl-law.com

- and -

Deborah J. Piazza, Esq. (admitted *pro hac vice*)
TARTER KRINSKY & DROGIN LLP
1350 Broadway
New York, New York 10018
Tel (212) 216-8000
Fax (212) 216-8001
dpiazza@tarterkrinsky.com

CO-COUNSEL FOR DEUTSCHE GENOSSENSCHAFTS-HYPOTHEKENBANK AG

Dated: September 26, 2013

TABLE OF CONTENTS

I. SUMMARY..... 1

 A. THE DEBTORS AND THE PROPERTIES 1

 B. THE PLAN..... 2

 C. CONFIRMATION OF THE PLAN 5

 D. VOTING INSTRUCTIONS – SUMMARY 5

 E. NOTICE TO HOLDERS OF CLAIMS AND INTERESTS 6

II. RECOMMENDATION..... 7

III. EVENTS LEADING TO CHAPTER 11..... 8

 A. PRE-PETITION LOANS TO THE DEBTORS 8

 B. PRE-PETITION OPERATION AND MANAGEMENT OF THE PROPERTIES..... 9

IV. SIGNIFICANT EVENTS IN THE CHAPTER 11 CASE..... 9

 A. DG HYP’S MOTION TO DISMISS OR ALTERNATIVELY FOR RELIEF FROM THE AUTOMATIC STAY, MOTION TO TERMINATE EXCLUSIVITY AND FILE A COMPETING PLAN, AND OBJECTION TO DEBTORS’ DISCLOSURE STATEMENT 10

 B. RETAINED PROFESSIONALS..... 10

 C. BAR DATES..... 10

V. SUMMARY OF THE PLAN 11

 A. INTRODUCTION..... 11

 B. CLASSIFICATION OF CLAIMS AND INTERESTS 11

 C. TREATMENT OF CLAIMS AND INTEREST CLASSIFIED UNDER THE PLAN..... 12

 1. Class 1 – Other Priority Claims..... 12

 2. Class 2 – City of Stamford Secured Claim 12

 3. Class 3 – DG Hyp Secured Claim. 13

 4. Class 4 – General Unsecured Claims..... 13

 5. Class 5 – Equity Interests. 13

 D. TREATMENT OF NON-CLASSIFIED CLAIMS 13

 1. Professionals’ Compensation and Reimbursement..... 13

 2. Administrative Claims..... 14

 3. Administrative Tax Claims..... 14

 4. Priority Tax Claims 14

 5. Bankruptcy Fees..... 14

 E. DISPUTED CLAIMS AND INTERESTS 14

 F. DISTRIBUTIONS UNDER THE PLAN 15

 G. UNCLAIMED DISTRIBUTIONS..... 15

 H. DISTRIBUTIONS WITH RESPECT TO DISPUTED CLAIMS 15

 I. COMPLIANCE WITH TAX REQUIREMENTS 16

 J. EFFECTIVE DATE 16

 K. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES..... 16

 L. VESTING OF ASSETS 18

 M. FUNDING..... 18

 N. TRANSFER OF ASSETS..... 18

 O. MANAGEMENT OF THE DEBTORS 19

 P. PRESERVATION OF RIGHTS OF ACTION..... 19

 Q. MODIFICATION AND REVOCATION OF THE PLAN 19

 R. RETENTION OF JURISDICTION..... 20

 S. RISK FACTORS..... 20

VI. VOTING INSTRUCTIONS..... 20

A.	DEADLINE FOR RECEIPT OF BALLOTS	20
B.	BALLOTING AGENT.....	20
C.	WHO MAY VOTE - IN GENERAL	21
D.	PENDING OBJECTIONS	21
E.	DEFECTS OR IRREGULARITIES.....	21
F.	REVOCAION OF PREVIOUSLY FILED ACCEPTANCES OR REJECTIONS	22
VII.	ACCEPTANCE AND CONFIRMATION	22
A.	CONFIRMATION HEARING	22
B.	REQUIREMENTS FOR CONFIRMATION	22
VIII.	EFFECT OF CONFIRMATION	25
A.	RELEASES	25
B.	INJUNCTION	25
IX.	ALTERNATIVES TO THE PLAN.....	26
X.	CERTAIN FEDERAL INCOME TAX CONSEQUENCES.....	26
XI.	ADDITIONAL INFORMATION.....	27
XII.	CONCLUSION.....	28

I. SUMMARY

Deutsche Genossenschafts-Hypothekenbank AG (the “Plan Proponent” or “DG Hyp”), secured creditor to Waterfront Office Building, LP (“Waterfront”) and Summer Office Building, LP (“Summer”) (collectively, the “Debtors”), have filed a Chapter 11 Plan, dated August 7, 2013, (the “Plan”), with the United States Bankruptcy Court for the District of Connecticut, Bridgeport Division (the “Bankruptcy Court”). A copy of the Plan is attached hereto as **Exhibit “A.”** This disclosure statement (the “Disclosure Statement”) has been found by the Bankruptcy Court to contain adequate information for use in connection with the solicitation of acceptances of the Plan from holders of Claims against and Interests in the Debtors pursuant to Section 1125 of Title 11 of the United States Code (the “Bankruptcy Code”).

The Bankruptcy Court’s finding that the Disclosure Statement contains adequate information pursuant to Section 1125 of the Bankruptcy Code does not mean, indicate or imply in any manner that the Bankruptcy Court recommends either an acceptance or a rejection of the Plan by a party eligible to vote thereon.

A glossary of terms frequently used in this Disclosure Statement is set forth in Article 1 of the Plan. Capitalized terms not otherwise defined in the Disclosure Statement are defined in the Plan.

Both the Debtors and DG Hyp have filed plans. If you are eligible to vote, you may vote to accept one or both plans or neither plan on the enclosed ballot. Regardless of your eligibility to vote, you may express a preference for one of the plans on the enclosed ballot.

The information contained in this Disclosure Statement, however, is included herein for purposes of soliciting acceptances of DG Hyp’s Plan and may not be relied upon for any purpose other than to determine how to vote on DG Hyp’s Plan. No person may give any information or make any representations, other than the information and representations contained in this Disclosure Statement, regarding DG Hyp’s Plan or the solicitation of acceptances of DG Hyp’s Plan. All references to DG Hyp’s Plan should not be confused with the Debtors’ Plan concurrently being proposed by the Debtors.

In the Plan Proponent’s opinion, the treatment of Claims and Interests under the DG Hyp Plan provides a greater recovery for Creditors than that which is likely to be achieved under any alternative reorganization plans or the liquidation of the Debtors under Chapter 7 of the Bankruptcy Code.

The DG Hyp Plan proposes to pay all creditors in full on or around the Effective Date as set forth therein.

Accordingly, the Plan Proponent believes that Confirmation of the Plan is in the best interests of the Creditors and recommends that you vote to accept the DG Hyp Plan.

A. THE DEBTORS AND THE PROPERTIES

The Debtors own certain parcels of developed real property in Stamford, Connecticut. Specifically, Summer is the owner of commercial real estate property known as 600 Summer

Street in Stamford, Connecticut consisting of 99,424 square feet of commercial office and retail space for lease. Waterfront is the owner of the commercial real estate premises known as Stamford Landing, which consists of commercial buildings located at 42, 62, 68, 78 and 102 Southfield Street in Stamford, Connecticut with 206,186 square feet of commercial office and retail space for lease and a 71-slip marina (Debtors’ real property collectively referred to as the “Properties”). The Debtors are both owned by Stamford Office Portfolio Members LLC, which acquired the equity interests in the Debtors upon its foreclosure of its mezzanine loan to the Debtors in 2010, following their failure to make interest payments when due.

DG Hyp is the Debtors’ senior secured creditor, holding mortgages encumbering the Properties in the principal amount of \$55,000,000, pursuant to secured loans made to the Debtors, originally by Column Financial, Inc. (the “Initial Lender”), and subsequently assigned to DG Hyp.

With accrued and unpaid interest, costs and fees, and various outlays, the Debtors currently owe DG Hyp in excess of \$55,672,000. DG Hyp has recently had the Properties appraised as having a value of \$41,200,000, leaving DG Hyp with a large deficiency claim estimated at approximately \$14,472,000. Copies of the appraisals are attached hereto as **Exhibit “B.”** The Debtors’ Schedules filed on January 9, 2013, as amended on April 1, 2013, indicate that the value of the Properties is approximately \$35,000,000. Regardless of whether DG Hyp’s or the Debtors’ estimate of the Properties’ value is accurate, the Properties are worth substantially less than the DG Hyp Secured Claim.

B. THE PLAN

The table below provides a summary of the classification and treatment of Claims and Interests under the Plan. The figures set forth in the table below are the Plan Proponent’s best current estimate of the aggregate amount of Claims and Interests in the Case. These estimates are based on an analysis of the Schedules filed by the Debtors, Proofs of Claims and Proofs of Interests filed by Creditors and Interest Holders, and certain other documents of public record. There can be no assurance that Claims and Interests will be allowed by the Bankruptcy Court in the amounts set forth below. The aggregate amount of Allowed Claims may be significantly lowered from the amounts set forth below as the result of objections to Claims which may be brought by the Plan Proponent or through stipulations which may be negotiated with various creditors.

Class and Estimated Amount	Type of Claim or Equity Interest	Summary of Treatment
Unclassified	Administrative Claims (excluding Claims for Professional Compensation and Reimbursement of Expenses of the Debtors and their Professionals)	Non-Voting. Subject to the provisions of Article 8 of the Plan with respect to Disputed Claims, each Allowed Administrative Claim, to the extent not previously paid, shall be paid by DG Hyp in Cash in full on (i) the later of (x) the Effective Date, (y) the date payment of such Claim is due under the terms thereof or applicable law, or (z) three business days after such Claim becomes an Allowed Administrative Claim or (ii) as may be otherwise mutually

Class and Estimated Amount	Type of Claim or Equity Interest	Summary of Treatment
		<p>agreed in writing between the Plan Proponent and the holder of such Claim; provided, however, that any Administrative Claim incurred by the Debtors in the ordinary course of their business shall be paid in full or performed by the Debtors in accordance with the terms and conditions of the particular transaction giving rise to such Administrative Claim and any agreements relating thereto. Since by law holders of Allowed Administrative Claims must be paid in full, these expenses are not classified and holders do not vote.</p> <p>In the event the Estates have no Cash from other sources other than the Properties, then DG Hyp shall pay all fees pursuant to 28 U.S.C. §1930.</p> <p>The Plan Proponent believes that there are no other Allowed Administrative Claims other than those that may be asserted pursuant to 28 U.S.C. §1930.</p>
Unclassified	Administrative Claims for Professional Compensation and Reimbursement of Expenses	<p>Non-Voting. The Debtors’ retained Professionals shall file final applications for approval of compensation and reimbursement of reasonable and necessary expenses, pursuant to section 330 of the Bankruptcy Code no later than 30 days following the Effective Date. Any such timely filed application shall be deemed to be an Administrative Claim, subject to entry of a Final Order by the Bankruptcy Court approving such Application and only to the extent of the Bankruptcy Court’s approval. DG Hyp shall pay in full to the Debtors professionals all fees approved and awarded by the Bankruptcy Court no later than the Effective Date, unless otherwise agreed by the Professional.</p> <p>Objections to any Professional’s application for compensation or reimbursement must be timely filed and served upon such Professional, the Debtors and DG Hyp in accordance with the Bankruptcy Rules or any order entered by the Bankruptcy Court. Upon entry of a Final Order approving an application, the fees shall be paid, subject to the agreed-upon maximum amount allowed, within three (3) Business Days thereafter or in accordance with the Plan or as otherwise agreed to by the Professional, and the Plan Proponent. Since by law, holders of Professional Fee Claims must be paid in full, to the extent allowed, these expenses are not classified and holders do not vote.</p>

Class and Estimated Amount	Type of Claim or Equity Interest	Summary of Treatment
Unclassified	Priority Tax Claims	Non-Voting. Subject to the provisions of Article 8 of the Plan with respect to Disputed Claims, each Allowed Priority Tax Claim, to the extent not previously paid, shall be paid by DG Hyp in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code. The Plan Proponent believes that there are no Priority Tax Claims.
Class 1 Deemed to Accept the Plan	Other Priority Claims (excludes Administrative Claims)	Unimpaired; Non-Voting. In full satisfaction, release and discharge, the holders of Allowed Other Priority Claims shall receive on the Effective Date, or as soon as practicable after such Claim becomes an Allowed Claim, payment from DG Hyp, in Cash, in the full amount of its Other Priority Claim. The Plan Proponent believes that there are no Allowed Other Priority Claims.
Class 2 Deemed to Accept the Plan	City of Stamford Secured Claim.	Unimpaired; Non-Voting. In full satisfaction, release and discharge, the holders of the City of Stamford Secured Claim shall receive on the Effective Date, or as soon as practicable after such Claim becomes an Allowed Claim, payment from DG Hyp, in Cash, in the full amount of the City of Stamford Secured Claim.
Class 3	DG Hyp Secured Claim.	Impaired; Voting. In full satisfaction, settlement, release and discharge of DG Hyp's Secured Claim and all Liens securing such Claim, DG Hyp shall receive deeds to the Properties, free and clear of any Liens, Claims or encumbrances on the Effective Date and the turnover of any and all amounts held in the Debtors' Accounts (approximately \$3,500,000).
Class 4 (approximately \$350,000) Deemed to Accept the Plan	General Unsecured Claims.	Unimpaired; Non-Voting. In full satisfaction, release and discharge, all creditors holding Allowed General Unsecured Claims, including mechanics' lien claims, against the Debtors, shall receive on the Effective Date, or as soon as practicable after such Claim becomes an Allowed Claim, payment from DG Hyp, in Cash, in the full amount of the Allowed Claim which shall be paid from the \$3,500,000 held in the Debtors' Accounts to be turned over to DG Hyp. DG Hyp agrees to waive any distribution on account of the DG Hyp's Deficiency Claim only in the event the DG Hyp Plan is confirmed by the Bankruptcy Court.
Class 5 Deemed to	Equity Interests	Impaired; Non-Voting. The Equity Interests in the Debtors shall be extinguished and the holders of Interests will not receive any Distributions on account of their

Class and Estimated Amount	Type of Claim or Equity Interest	Summary of Treatment
Reject the Plan		Interests. Class 5 Equity Interest holders will be deemed to have rejected the Plan under 11 U.S.C. §1126(g).

C. CONFIRMATION OF THE PLAN

Pursuant to Section 1128 of the Bankruptcy Code, the Bankruptcy Court has scheduled a hearing to consider Confirmation of the Plan (the “Confirmation Hearing”) on _____, 2013, at _____ .m. EDT, in the United States Bankruptcy Court for the District of Connecticut, Bridgeport Division. **The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed and served on or before _____, 2013, EDT, in the manner described, in Section VII.A., herein.**

At the Confirmation Hearing, the Bankruptcy Court will determine whether the requirements of Section 1129(a) of the Bankruptcy Code have been satisfied, in which event the Bankruptcy Court may enter an order confirming the Plan. The Plan Proponent intends to seek Confirmation of the Plan at the Confirmation Hearing. In the event that any impaired Class of Claims does not accept the Plan, the Plan Proponent may seek to confirm the Plan under the “cramdown” provisions of Section 1129(b) of the Bankruptcy Code. **The Plan Proponent believes that the Plan satisfies all applicable requirements of Section 1129(a) and Section 1129(b) of the Bankruptcy Code.** See Section VII herein for a description of such requirements. Confirmation makes the Plan binding upon the Plan Proponent, the Debtors, their Interest Holders, all Creditors and other parties regardless of whether they have accepted the Plan.

D. VOTING INSTRUCTIONS – SUMMARY

The following discussion summarizes the more detailed voting instructions set forth in Section VI. If you have any questions regarding the timing or manner of casting your ballot, please refer to Section VI of this Disclosure Statement and the instructions contained on the ballot that you received with this Disclosure Statement.

In General. The Plan Proponent has sent a ballot with voting instructions and a copy of this Disclosure Statement to all of the Debtors’ known Creditors, who are in Classes impaired under the Plan and entitled to vote. Creditors may refer to the above chart to determine whether they are impaired and entitled to vote on the Plan. Creditors should read the ballot carefully and follow the voting instructions. Creditors should only use the ballot that accompanies this Disclosure Statement.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by (a) the holders of two-thirds in amount and more than one-half in number of claims in each impaired Class who actually vote on the Plan, and (b) the holders of two-thirds in amount of equity security interests in each impaired class of interests who actually vote on the Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if (i) the Bankruptcy Court finds that the Plan accords fair and equitable treatment, and does not discriminate unfairly, with respect to the Class or classes

rejecting it and (ii) at least one impaired Class of Claims has accepted the Plan determined without considering the acceptance of any insider. *See* Sections VII and VIII herein.

YOUR VOTE IS EXTREMELY IMPORTANT. Creditors should exercise their right to vote to accept or reject the Plan.

Deadline for Returning Ballots. The Bankruptcy Court has directed that, to be counted for voting purposes, ballots for the accepting or rejecting the Plan must be received by the Plan Proponent, no later than **5:00 p.m., EDT, on _____, 2013** at the following address:

Tarter Krinsky & Drogin LLP
1350 Broadway, 11th Floor
New York, New York 10018
Attn: Deborah J. Piazza, Esq.

Voting Questions. If you have any questions regarding the provisions or requirements for voting to accept the Plan or require assistance in completing your ballot, you may contact the Plan Proponent's counsel, Deborah J. Piazza at (212) 216-8000.

E. NOTICE TO HOLDERS OF CLAIMS AND INTERESTS

This Disclosure Statement and the accompanying ballots are being furnished by the Plan Proponent to the Debtors' known Creditors pursuant to Section 1125(b) of the Bankruptcy Code in connection with a solicitation of acceptances of the Plan Proponent's Chapter 11 plan for the Debtors. The Plan is incorporated herein by reference.

The purpose of this Disclosure Statement is to enable you, as a Creditor whose Claim is in a Class impaired under the Plan to make an informed decision in exercising your right to accept or reject the Plan.

THIS DISCLOSURE STATEMENT CONTAINS IMPORTANT INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN PROPOSED BY THE PLAN PROPONENT. PLEASE READ THIS DOCUMENT WITH CARE.

THE PLAN HAS NOT BEEN APPROVED OR DISAPPROVED BY ANY BANKRUPTCY COURT, THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE FAIRNESS OR MERITS OF THE PLAN OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

The historical information concerning the Debtors has been prepared using certain filings made with the Bankruptcy Court and from other sources obtained by the Plan Proponent. The Plan Proponent does not vouch for its accuracy although they have reason to believe that the financial information included in the Disclosure Statement is materially accurate. The estimates of Claims set forth herein may vary from the final amounts of Claims allowed by the Bankruptcy

Court. While every effort has been made to ensure the accuracy of all such information, the information presented herein is unaudited and has not been examined, reviewed or compiled by independent public accountants.

This Disclosure Statement contains a summary of certain provisions of the Plan and the transactions contemplated thereunder, and may contain descriptions of certain other related documents. While the Plan Proponent believes that these summaries are fair and accurate, such summaries are qualified to the extent that they do not set forth the entire text of such documents. Reference is made to the Plan and the documents referred to herein and therein, if any, for a complete statement of the terms and provisions thereof. In the event of any inconsistency between the terms of the Plan and this Disclosure Statement, the terms of the Plan shall be controlling.

In reviewing the Plan and this Disclosure Statement, the reader should give special attention to the risk factors enumerated in Section V.S., herein.

No statements or information concerning the Debtors or their assets, future business operations, results of operations or financial condition, are authorized by the Plan Proponent other than as set forth in this Disclosure Statement and the exhibits hereto (including the Plan).

The statements contained in this Disclosure Statement are made as of the date hereof unless another time is specified herein. The delivery of this Disclosure Statement shall not create, under any circumstances, an implication that there has been no change in the facts set forth herein since the date hereof.

This Disclosure Statement is intended for the sole use of Creditors to make an informed decision about the Plan. Each holder of a Claim should review this Disclosure Statement and all exhibits hereto (including the Plan) before casting a ballot. Holders of Claims or Interests are urged to consult with their own legal and financial advisors.

No solicitation of votes to accept or reject the Plan may be made except pursuant to this Disclosure Statement and Section 1125 of the Bankruptcy Code. No person has been authorized to use or promulgate any information concerning the Debtors or its business or the Plan, other than the information contained in this Disclosure Statement and the exhibits hereto. You should not rely on any information relating to the Debtors or its businesses or the Plan other than that contained in this Disclosure Statement and the exhibits hereto.

II. RECOMMENDATION

In the Plan Proponent's opinion, the treatment of Creditors under the Plan provides a greater possible recovery than is likely to be achieved under any other alternatives, including any other plan (such as the Debtors' plan which provides only an 80% recovery to General Unsecured Creditors over a period of 4 years) or liquidation under Chapter 7 under the Bankruptcy Code. *See* Section IX, herein. The Plan Proponent believes that in a Chapter 7 liquidation, Administrative Expenses and Priority Claims would not be paid, and other than DG Hyp, no other creditor would receive any distributions on account of its Claim.

The Plan contemplates satisfaction of DG Hyp's Claim in exchange for the Debtors' primary assets, the Properties and amounts held in the Debtors' Accounts. Under the Plan, DG Hyp, which holds a senior mortgage on the Properties in excess of the Properties' appraised value, will take the Properties in satisfaction of the mortgage. Dg Hyp will pay in full all real estate tax claims of the City of Stamford and all Allowed General Unsecured Claims. DG Hyp agrees to waive any distribution on account of the DG Hyp's Deficiency Claim only in the event the DG Hyp Plan is confirmed by the Bankruptcy Court.

THE PLAN PROPONENT BELIEVES THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTERESTS OF CREDITORS AND URGES EACH CREDITOR ENTITLED TO VOTE TO ACCEPT THE PLAN.

III. EVENTS LEADING TO CHAPTER 11

A. PRE-PETITION LOANS TO THE DEBTORS

On or about July 18, 2007 the Initial Lender, extended a loan to the Debtors in the principal sum of \$74,535,206 (the "Loan"). To memorialize the transaction, the Debtors and the Initial Lender contemporaneously executed a loan agreement, open-end mortgage deed, assignment of leases and rents, a security agreement and fixture filing. Additionally, on August 6, 2007, the Debtors, Wachovia Bank, N.A. and the Initial Lender executed two deposit account control agreements. A UCC-1 financing statement was also filed on or about July 20, 2007, in the Town of Stamford, Connecticut, and a second UCC-1 financing statement was filed on or about August 22, 2007, in the Office of the Secretary of the State of Delaware. On January 15, 2008, and again on March 31, 2008, the Debtors and the Initial Lender amended the terms of the Loan to, among other things, reduce the Loan amount from \$74,535,206 to \$55,000,000. The transaction was documented by the execution of an amended and restated promissory note with allonge, and a modification of mortgage.

On March 31, 2008, the Initial Lender sold and transferred the Loan to DG Hyp pursuant to a loan sale agreement, a note allonge to amended and restated promissory note in the amount of \$55,000,000.00; an assignment of open-end mortgage deed, assignment of leases and rents; security agreement and fixture filing; an assignment of assignment of leases and rents; and a notice of loan sale to borrower and guarantor. In furtherance of the sale of the Loan to DG Hyp, on April 4, 2008, a UCC assignment was filed with the Delaware Secretary of State, and on April 7, 2008, a UCC assignment was filed with the Town of Stamford, Connecticut.

On August 9, 2009, the Debtors and DG Hyp amended the terms of the Loan by executing a "Third Amendment to Mortgage Loan Agreement and Other Mortgage Documents." In furtherance of this amendment, the Debtors executed respective deposit account control agreements, dated November 2, 2009.

In August 2010, the Debtors exercised their first one-year extension option on their debt obligation by executing a series of letter agreements, dated August 9, 2010, August 23, 2010, and September 22, 2010. One year later, in August 2011, the Debtors exercised their final one-year extension option on their debt obligation by executing a letter agreement dated August 8, 2011, a loan extension agreement for third extension dated September 9, 2011, UCC financing

statements filed on September 23, 2011 as initial file numbers 20113657429 and 20113657569 with the Delaware Secretary of State and UCC Financing Statements, filed on September 27, 2011 as initial file numbers 2011014750 and 2011014751 with the Town of Stamford, Connecticut.

In August 2012, the Debtors defaulted on the principal payments due and owing to DG Hyp.

B. PRE-PETITION OPERATION AND MANAGEMENT OF THE PROPERTIES

The Debtors have experienced great difficulty securing leases for a sizeable portion of the available space in the Properties leaving them unable to pay their debts to DG Hyp and other Creditors.

IV. SIGNIFICANT EVENTS IN THE CHAPTER 11 CASE

On November 27, 2012, the Debtors each filed voluntary Chapter 11 petitions with the Clerk of the Bankruptcy Court. On December 4, 2012, an Order was entered directing that the Debtors' two cases be jointly administered. The Debtors continue to operate their respective businesses and remain in control of their respective assets as a debtors-in-possession pursuant to the applicable provisions of the Bankruptcy Code.

On December 21, 2012, the Court entered an interim order authorizing use of cash collateral which gave the Debtors access to rent proceeds in order to operate their properties. The cash collateral Order was entered on consent of DG Hyp.

Subsequently, DG Hyp and the Debtors have negotiated four extensions of the cash collateral order, all on a preliminary basis and a final hearing has been scheduled for May 21, 2013.

On January 9, 2013 the Debtors filed their schedules and statement of financial affairs. The Debtors filed amended schedules on April 1, 2013.

On or about January 23, 2013, DG Hyp retained KTR Real Estate Advisors ("KTR") to produce comprehensive appraisals of the Properties (the "Appraisals"). The Appraisals, which were prepared by KTR's managing partner, Terrence Tener, MAI, ASA, dated February 22, 2013, demonstrate that the Properties' value as of February 4, 2013 is \$41.2 million (the "Appraised Value").

A. DG HYP'S SECURED CLAIM, MOTION TO DISMISS OR ALTERNATIVELY FOR RELIEF FROM THE AUTOMATIC STAY, MOTION TO TERMINATE EXCLUSIVITY AND FILE A COMPETING PLAN, AND OBJECTION TO DEBTORS' DISCLOSURE STATEMENT

As of the filing of the Plan, the Debtors owe DG Hyp approximately \$55,672,000 on account of the unpaid principal, interest, costs and fees, costs of the receivership, and outlays related to the Properties.

On or about March 6, 2013 DG Hyp filed a motion seeking to dismiss these Cases or alternatively for relief from the automatic stay. The continued hearing on this motion is currently scheduled for August 21, 2013.

On or about April 12, 2013 DG Hyp filed a motion seeking to terminate the Debtors' exclusive period and permit it to file its own competing plan and disclosure statement. While the hearing on the motion was continued, the Debtors' exclusive period terminated on May 28, 2013. The Bankruptcy Court entered an order allowing the Debtors a brief extension of the exclusive period through August 6, 2013 and permitting DG Hyp to file its Plan on August 7, 2013.

On or about March 27, 2013, the Debtors filed a plan and disclosure statement. On May 3, 2013, DG Hyp filed an objection to the Debtors' disclosure statement. The Bankruptcy Court denied approval of the disclosure statement requiring amendments thereto. On July 22, 2013, the Bankruptcy Court entered an order approving the Debtors' amended disclosure statement. No hearing has been scheduled by the Bankruptcy Court for the confirmation of the Debtors' plan. Contemporaneously herewith, DG Hyp shall request the Bankruptcy Court schedule a hearing to approve its Disclosure Statement.

B. RETAINED PROFESSIONALS

On November 28, 2012, the Debtors filed an application for entry of an order to retain Ziesler & Zeisler, P.C. as counsel to the Debtors. On August 15, 2013, the Court entered an order approving the Debtors' retention application.

C. BAR DATES

In Chapter 11 cases, claims against a debtor are established either as a result of being listed in a debtor's schedules of assets and liabilities or through a timely filed proof of claim and Claims asserted by a creditor are then either allowed or disallowed, or if necessary first estimated by the court. If allowed, a claim would be recognized and treated pursuant to a plan; if disallowed, however, a creditor would have no right to obtain any recovery on or otherwise enforce their claim against a debtor.

On November 28, 2013, the Court established the deadline for the filing of proofs of claim against the Debtors as April 1, 2013. As of May 16, 2013, a total of nineteen (19) proofs of claim were filed by creditors. Seven (7) of the nineteen (19) claims filed are all from the same creditor, Connecticut Light and Power ("CL&P"). Three (3) of the nineteen (19) claims appear

to be duplicative. For the most part, the claims are consistent with the claims set forth on the Debtors' Schedules. The largest claim, other than DG Hyp's Secured Claim, was filed by CL&P in the amount of \$12,908.57 (the total of CL&P's seven (7) claims is approximately \$60,000). CL&P provides the Properties with electricity.

There can be no assurance that the Allowed Claims as determined by the Bankruptcy Court will be in the amounts and priorities stated in the Schedules filed by the Debtors or the Proofs of Claim filed by Creditors.

V. SUMMARY OF THE PLAN

A. INTRODUCTION

Under the Plan, DG Hyp, a secured creditor, in satisfaction of DG Hyp's Secured Claim, shall receive deeds to the Properties, free and clear of any Liens, Claims or encumbrances, to the extent permitted by the Bankruptcy Code. In full satisfaction, settlement, release and discharge of and in exchange for the Allowed DG-Hyp Secured Claims and all Liens securing such Claims, DG-Hyp shall receive, on the Effective Date, title to the Properties, including the turnover of the amounts held in the Debtors' Accounts. Thereafter, as owner, DG Hyp will continue to manage the Properties. In the event that DG Hyp obtains the Properties, and all of the conditions to Confirmation and the Plan's Effective Date as set forth in Article 10 of the Plan have been satisfied or waived by the Plan Proponent, then DG Hyp shall pay in full all Class 2 and Class 4 Claims, on the Effective Date, or as soon as practicable after such Claim becomes an Allowed Claim. DG Hyp shall also pay all fees pursuant to 28 U.S.C. § 1930 upon Confirmation of the Plan, to the extent that the Estates have no other Cash with which to pay any such fees due for periods up through and including the Plan's Effective Date. DG Hyp shall also pay all fees of the Debtors' Professionals awarded by the Bankruptcy Court.

DG Hyp believes that confirmation of the Plan provides the best opportunity for maximizing recoveries for all of the Debtors' stakeholders.

The following summary of the terms of the Plan is qualified in its entirety by reference to the provisions of the Plan, which is incorporated herein by reference.

B. CLASSIFICATION OF CLAIMS AND INTERESTS

Article III of the Plan classifies the various Claims against and Interests in the Debtors into four classes of Claims and one class of Interests:

- Class 1 - Other Priority Claims
- Class 2 – City of Stamford Secured Claim
- Class 3 - DG Hyp's Secured Claim
- Class 4 - General Unsecured Claims
- Class 5 - Equity Interests

As set forth in Article II of the Plan, pursuant to Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims against the Debtors have not been classified. *See* Section V, herein.

Holders of Claims in Class 1, Class 2, and Class 4 are not impaired by the Plan and are deemed to have accepted the Plan. Equity Interests in Class 5 are impaired under the Plan and are deemed to have rejected the plan. The holder of the claims in Class 3 is being solicited and is entitled to vote to accept or reject the Plan.

Class 1 – Other Priority Claims. Class 1 consists of all Claims, other than Administrative Claims, entitled to priority under Section 507 of the Bankruptcy Code. Claims that may be classified in Class 1 include, for example, certain claims of employees of the Debtors for wages, salaries and commissions or contributions to employee benefit plans up to an aggregate amount of \$11,725.00 per employee. Claims for taxes and the payment of expenses incurred by the Debtors subsequent to the Petition Date are entitled to priority and are treated elsewhere as non-classified Claims. *See* Section V, herein.

Class 2 – City of Stamford Secured Claim. Class 2 consists of the unpaid real estate taxes of the City of Stamford.

Class 3 – DG Hyp Secured Claim. Class 3 consists of DG Hyp's Secured Claim.

Class 4 – General Unsecured Claims. Class 4 consists of the General Unsecured Claims, including claims by mechanics' lien holders and DG Hyp's Deficiency Claim.

Class 5 – Equity Interests. Class 5 consists of Equity Interests in the Debtors.

C. TREATMENT OF CLAIMS AND INTEREST CLASSIFIED UNDER THE PLAN

Articles IV and V of the Plan provide for the treatment of impaired and unimpaired Claims and Interests classified in Article III of the Plan as follows:

1. Class 1 – Other Priority Claims.

Class 1 is unimpaired, is not entitled to vote, and shall be deemed to have accepted the Plan pursuant to 11 U.S.C. § 1126(f). In full satisfaction, release and discharge of the Other Priority Claims, the holders of Other Priority Claims shall: on the Effective Date, or as soon as practicable after such Claim becomes an Allowed Claim, each holder of an Other Priority Claim shall receive payment from DG Hyp, in Cash, in the full amount of its Other Priority Claim. The Plan Proponent is unaware of any Other Priority Claims.

2. Class 2 – City of Stamford Secured Claim

Class 2 is unimpaired, is not entitled to vote, and shall be deemed to have accepted the Plan pursuant to 11 U.S.C. § 1126(f). Based upon information in the Debtors' amended schedules, filed April 1, 2013, the amounts due to the City of Stamford total approximately \$373,000. In full satisfaction, release and discharge, the holders of the City of Stamford Secured Claim shall receive on the Effective Date, or as soon as practicable after such Claim becomes an Allowed Claim, payment from DG Hyp, in Cash, in the full amount of the City of Stamford Secured Claim.

3. Class 3 – DG Hyp’s Secured Claim.

Class 3 is impaired as the Debtors do not have enough assets to satisfy the amount of DG Hyp’s Secured Claim based on recent valuations of the Properties and the amounts held in the Debtors’ Accounts. As such, DG Hyp shall be entitled to vote. In full satisfaction, settlement, release and discharge of DG Hyp’s Secured Claim and all Liens securing such Claim, DG Hyp shall receive title and deeds to the Properties, free and clear of any Liens, Claims or encumbrances on the Effective Date and the turnover of any and all amounts held in the Debtors’ Accounts (approximately \$3,500,000 which shall be used to satisfy Allowed Claims under the Plan).

4. Class 4 – General Unsecured Claims.

Class 4 is unimpaired, is not entitled to vote, and shall be deemed to have accepted the Plan pursuant to 11 U.S.C. § 1126(f). In full satisfaction, release and discharge, all creditors holding Allowed General Unsecured Claims, including mechanics’ lien claims, against the Debtors, shall receive on the Effective Date, or as soon as practicable after such Claim becomes an Allowed Claim, payment from DG Hyp, in Cash, in the full amount of the Allowed Claim. DG Hyp agrees to waive any distribution on account of the DG Hyp’s Deficiency Claim only in the event the DG Hyp Plan is confirmed by the Bankruptcy Court.

5. Class 5 – Equity Interests.

Equity Interests in the Debtors shall be extinguished and the holders of Equity Interests will not receive any Distributions on account of their Equity Interests. Class 5 Equity Interest Holders are deemed to have rejected the Plan under 11 U.S.C. § 1126(g), and are not entitled to vote to accept or reject the Plan.

D. TREATMENT OF UNCLASSIFIED CLAIMS

Pursuant to section 1123(a)(1) of the Bankruptcy Code, the Plan does not classify Administrative Expenses or Allowed Priority Tax Claims. Such Claims, to the extent Allowed, shall receive the treatment provided in Article 2 of the Plan in full satisfaction, release and discharge thereof.

1. Professionals’ Compensation and Reimbursement

(a) The Debtors’ Professionals retained pursuant to an order of the Bankruptcy Court shall file final applications for approval of compensation and reimbursement of reasonable and necessary expenses pursuant to section 330 of the Bankruptcy Code no later than thirty (30) days following the Effective Date. Any such application timely filed shall be deemed to be an Administrative Claim, subject to the entry of a Final Order by the Bankruptcy Court approving such application for allowance of such Claims as set forth in the Plan, in full satisfaction of any and all Professional Fee Claims, including out-of-pocket expenses, that the Professionals retained by the Debtors may incur during the Cases. DG Hyp shall pay in full all Professional Fee Claims on the later of (i) entry of an order allowing such Professional Fee Claims, or (ii) the Effective Date.

(b) Objections to any Professional's application for compensation or reimbursement must be timely filed and served upon such Professional and the Plan Proponent in accordance with the Bankruptcy Rules or any order entered by the Bankruptcy Court. Upon entry of a Final Order approving an application, the fees shall be paid within three (3) Business Days thereafter, in accordance with the Plan.

2. Administrative Claims

Subject to the provisions of Article 8 of the Plan with respect to Disputed Claims, each Allowed Administrative Claim, to the extent not previously paid, shall be paid by DG Hyp in Cash in full on (i) the later of (x) the Effective Date, (y) the date payment of such Claim is due under the terms thereof or applicable law, or (z) three (3) Business Days after such Claim becomes an Allowed Administrative Claim or (ii) as may be otherwise mutually agreed in writing between the Plan Proponent and the holder of such Allowed Claim.

3. Administrative Tax Claims

Subject to the provisions of Article 8 of the Plan with respect to Disputed Claims, all Allowed Administrative Tax Claims held by Governmental Units shall be paid, in Cash, in full either (i) on the Effective Date, or (ii) upon such other terms as may be agreed to, in writing, between the Plan Proponent and such Governmental Units on or before the Effective Date.

4. Priority Tax Claims

Subject to the provisions of Article 8 of the Plan with respect to Disputed Claims, in full satisfaction, release and discharge of Allowed Priority Tax Claims, and except as may be otherwise mutually agreed in writing between the Plan Proponent and holders of Allowed Priority Tax Claims, all Allowed Priority Tax Claims shall be paid by DG Hyp in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.

5. Bankruptcy Fees

Upon the Effective Date, all fees and charges incurred by the Debtors and/or the Estates under 28 U.S.C. §1930 through the Effective Date shall be paid by the Plan Proponent.

E. DISPUTED CLAIMS AND INTERESTS

Article 8 of the Plan contains a mechanism for resolving disputes concerning the amount of certain Claims or Interests asserted against the Debtors or their Estates by any Entity.

Objection Deadline. Unless otherwise ordered by the Bankruptcy Court, any party-in-interest may file and serve any objection to any Claim or Interest at any time, but in no event after the later to occur of (i) ninety (90) days after the Effective Date, (ii) ninety (90) days after the date a proof of such Claim or Interest or a request for payment of such Claim is filed (provided it is timely filed), or (iii) ninety (90) days following the Initial Distribution Date.

F. DISTRIBUTIONS UNDER THE PLAN

Article 8 of the Plan contains provisions governing the making of distributions on account of Claims and Interests. In general, subject to section VIII.7 of the Plan, any payments, distributions or other performance to be made pursuant to the Plan on account of any Disputed Claim shall be deemed to be timely made if made on or within five (5) days following the later of (i) the Effective Date, (ii) the expiration of any applicable objection deadline with respect to such Disputed Claim, or (iii) such other times provided in the Plan. All Cash payments to be made by DG Hyp pursuant to the Plan shall be made by check drawn on a domestic bank.

DG Hyp shall make all distributions under the Plan. Pursuant to the terms of the Plan, DG Hyp shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

Distributions to holders of Allowed Claims and Allowed Interests shall be made: (1) at the addresses set forth on the respective Proofs of Claim or Proofs of Interests filed by such holders; (2) at the addresses set forth in any written notices of address changes delivered to DG Hyp after the date of any related Proof of Claim; or (3) at the address reflected in the Schedules if no Proof of Claim or Proof of Interest is filed and the DG Hyp has not received a written notice of a change of address. If the distribution to the holder of any Claim or Interest is returned to DG Hyp as undeliverable, no further distribution shall be made to such holder unless and until DG Hyp is notified in writing of such holder's then current address. DG Hyp shall not be required to attempt to locate any holder of an Allowed Claim or an Allowed Interest.

G. UNCLAIMED DISTRIBUTIONS

Any Cash or other property to be distributed under the Plan shall revert to DG Hyp for further distributions in accordance with the Plan if the Cash or other property is not claimed by the Entity entitled thereto before the later of (i) three (3) months after the Effective Date or (ii) thirty (30) days after an Order allowing the Claim of that Entity becomes a Final Order. Further, under such circumstances, the Entity's Claim shall be deemed to be reduced to zero. Any unclaimed Cash shall be distributed (1) first Pro Rata to other holders of Claims in the same class as the Entity whose Distribution was unclaimed up to the allowed amounts of their claims; (2) second to holders of claims in subordinate classes under the Plan up to the Allowed amounts of their Claims; and (3) to holders of Interests.

H. DISTRIBUTIONS WITH RESPECT TO DISPUTED CLAIMS

During the pendency of any objection to any Claim or Interest, no distribution under the Plan will be made to the holder of such Claim or Interest. However, there will be set aside and reserved on behalf of such Disputed Claim or Interest such cash or property as the holder thereof would be entitled to receive in the event such Claim or Interest was an Allowed Claim or an Allowed Interest on the date of such distribution. On any date that distributions are to be made under the terms of the Plan, DG Hyp shall deposit in one or more segregated accounts, Cash or property equal to 100% of the Cash or property that would be distributed on such date on account of Disputed Claims as if each such Disputed Claim were an Allowed Claim but for the pendency of a dispute with respect thereto, including, but not limited to (i) Disputed Claims that

may be entitled to treatment as Administrative Expenses or as Claims entitled to priority pursuant to sections 503 and 507 of the Bankruptcy Code, (ii) Claims of Governmental Units for any tax entitled to priority pursuant to sections 503 and 507 of the Bankruptcy Code, and (iii) any amount due but not payable on the Effective Date on account of Administrative Expenses or Claims entitled to priority pursuant to section 503 and 507 of the Bankruptcy Code). DG Hyp shall also segregate any interest, dividends or proceeds of such Cash. Such Cash together with any interest, dividends or proceeds thereof, shall be held in trust for the benefit of the holders of all such Disputed Claims pending determination of their entitlement thereto. If a Disputed Claim, however, has already been disallowed, expunged or reduced by Final Order of the Bankruptcy Court than such disallowed, expunged or reduced Claim may be excluded from such deposit.

Within fifteen (15) days after the entry of a Final Order resolving an objection to a Disputed Claim, DG Hyp shall distribute all Cash or other property, including any interest, dividends or proceeds thereof, to which a holder is then entitled with respect to any formerly Disputed Claim that has become an Allowed Claim. To the extent practicable, DG Hyp may invest any Cash or other property segregated on account of a Disputed Claim, Disputed Interest, undeliverable distribution, or any proceeds thereof (i) in a manner that will yield a reasonable net return taking into account the safety of the investment or (ii) in any manner permitted by section 345 of the Bankruptcy Code; provided, however, that DG Hyp shall be under no obligation to so invest such Cash or proceeds and shall have no liability to any party for any investment made or any omission to invest such Cash, other property or proceeds.

I. COMPLIANCE WITH TAX REQUIREMENTS

In connection with the Plan, DG Hyp, shall comply with all withholding and reporting requirements imposed by federal, state and local taxing authorities and distributions under the Plan shall be subject to such withholding and reporting requirements; provided, however, that the transfer of the Properties, any Cash, or any other property or interest hereunder shall not be subject to any federal, state or local tax to the fullest extent provided under Section 1146 of the Bankruptcy Code.

J. EFFECTIVE DATE

The Effective Date of the Plan is defined to mean the later of (i) the fifth (5th) Business Day after the Confirmation Order becomes a Final Order; or (ii) the date all conditions to the Effective Date have been satisfied or waived by the Plan Proponent.

K. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. General Treatment of Executory Contracts: Rejected

The Plan constitutes and incorporates a motion by DG Hyp under Bankruptcy Code sections 365 and 1123(b)(2) to (a) reject, as of the Effective Date, all Executory Contracts and Unexpired Leases to which the Debtors are a party, except for any Executory Contract or Unexpired Lease that has been assumed or rejected pursuant to an order of the Bankruptcy Court entered before the Effective Date, and (b) assume all Executory Contracts or Unexpired Leases

identified in the Schedule of Assumed Contracts and Unexpired Leases that will be included in the Plan Supplement.

The Confirmation Order shall constitute an order of the Bankruptcy Court under Bankruptcy Code sections 365 and 1123(b)(2) approving the rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases pursuant to the Plan as of the Effective Date. Notice of the Confirmation Hearing shall constitute notice to any non-debtor party to an Executory Contract or Unexpired Lease that is to be assumed or rejected under the Plan of DG Hyp's intent to assume or reject such Executory Contract or Unexpired Lease and any related Cure Amount proposed by DG Hyp.

In the event there are any executory contracts or unexpired leases that have not been either (a) assumed and assigned; or (b) rejected, all executory contracts and unexpired leases that exist as of the Confirmation Date between the Debtors and any Person shall be deemed rejected as of the Confirmation Date.

2. Cure Payments and Release of Liability

Except as otherwise provided in a Final Order, pursuant to Bankruptcy Code sections 365(a), (b), (c) and (f), all Cure Amounts that may require payment under Bankruptcy Code section 365(b)(1) under any Executory Contract or Unexpired Lease that is assumed pursuant to a Final Order shall be paid by DG Hyp within fifteen (15) Business Days after such order becomes a Final Order with respect to undisputed Cure Amounts or within fifteen (15) Business Days after a Disputed Cure Amount is Allowed by agreement of the parties or a Final Order. If a party to an assumed Executory Contract or Unexpired Lease has not filed an appropriate pleading on or before the date of the Confirmation Hearing disputing the amount of any Cure Amount proposed by DG Hyp, the cure of any other defaults, the promptness of the Cure Amount payments, or the provisions of adequate assurance of future performance, then such party shall be deemed to have waived its right to dispute such matters. Any party to an assumed Executory Contract or Unexpired Lease that receives full payment of a Cure Amount shall waive the right to receive any payment on a Class 4 General Unsecured Claim that relates to or arises out of such assumed Executory Contract or Unexpired Lease.

3. Bar to Rejection Claims

If the rejection of an Executory Contract or Unexpired Lease pursuant to Section VI of the Plan gives rise to a Claim by any non-debtor party or parties to such Executory Contract or Unexpired Lease, such Claim shall be forever barred and shall not be enforceable against the DG Hyp or its agents, successors, or assigns, unless a proof of such Claim is filed with the Bankruptcy Court and served DG Hyp on or before the Rejection Bar Date. Any Holder of a Claim arising out of the rejection of an Executory Contract or Unexpired Lease that fails to file a proof of such Claim on or before the Rejection Bar Date shall be forever barred, estopped, and enjoined from asserting such Claim against DG Hyp. Nothing contained herein shall extend the time for filing a proof of claim for rejection of any Executory Contract or Unexpired Lease rejected before the Confirmation Date.

4. Rejection Claims

Any Rejection Claim arising from the rejection of an Executory Contract or Unexpired Lease shall be treated as a General Unsecured Claim pursuant to the Plan, except as limited by the provisions of Bankruptcy Code sections 502(b)(6) and 502(b)(7) and mitigation requirements under applicable law. Nothing contained herein shall be deemed an admission by DG Hyp that such rejection gives rise to or results in a Rejection Claim or shall be deemed a waiver by DG Hyp or any other party in interest of any objections to such Rejection Claim if asserted.

L. VESTING OF ASSETS

Except as otherwise provided in the Plan, on the Effective Date, the Properties shall vest in DG Hyp, or its designee, free and clear of all Liens, Claims and encumbrances and any and all Liens, Claims and encumbrances that have not been expressly preserved under the Plan shall be deemed extinguished as of such date.

Following the Effective Date, the Debtors may settle and compromise any Claims, Interests and causes of action free of any restrictions contained in the Bankruptcy Code or Bankruptcy Rules.

M. FUNDING

Except as set forth elsewhere in the Plan, all payments required to be made under the Plan shall be made by DG Hyp from the Debtors' Accounts in accordance with the terms of the Plan.

N. TRANSFER OF ASSETS

On the Effective Date, the Properties shall be transferred to DG Hyp, or its designee, in accordance with the Plan. In connection therewith, DG Hyp, or its designee, shall receive:

a) deeds to the Properties in form and substance acceptable to DG Hyp, executed by the Debtors to be recorded in the appropriate register's office (collectively, the "Deed"), free and clear of all Liens, Claims and encumbrances except as otherwise set forth in the Plan;

b) a bill of sale in form and substance acceptable to DG Hyp, executed by the Debtors, transferring to DG Hyp, or its designee, all personal property used in or useful to the operation and maintenance of the Properties;

c) to the extent any Executory Contract or Unexpired Lease has not been terminated and is not otherwise provided to be terminated by the Plan, an assignment in form and substance acceptable to DG Hyp, executed by the Debtors in favor of DG Hyp, or its designee, assigning the Executory Contracts and Unexpired Leases which DG Hyp, or its designee, elects in writing prior to the Initial Confirmation Hearing Date to be so assigned; and

d) an assignment in form and substance acceptable to DG Hyp, executed by the Debtors in favor of DG Hyp, or its designee, assigning all licenses, approvals, permits, easements, reciprocal easement agreements and similar authorizations, and any pending application for any of the foregoing which are necessary or useful to the development, operation and ownership of the Properties.

Pursuant to section 1146 of the Bankruptcy Code, the Deed to DG Hyp, or its designee, as an instrument of transfer in connection with or in furtherance of the Plan, shall not be subject to tax under any law imposing a stamp tax or similar tax, to the fullest extent provided by section 1146 of the Bankruptcy Code.

O. MANAGEMENT OF THE DEBTORS

On and after the Effective Date, operations of the Debtors shall cease.

P. PRESERVATION OF RIGHTS OF ACTION

Except as otherwise provided in the Plan, or in any contract, instrument, release or other agreement entered into in connection with the Plan, the Debtors shall retain, and in accordance with its determination of the best interest of the estates, may enforce any Claims, rights and causes of action including, but not limited to Avoidance Actions belonging to the Estate as of the Petition Date, and arising under any provision of state or federal law, or any theory of statutory or common law or equity, including, but not limited to, any cause of action asserted, or which may hereafter be asserted. Based upon a preliminary analysis, DG Hyp does not believe any such causes of action exist.

Any recovery received by the Debtors through the prosecution, settlement or collection of any such Claim, right or cause of action, shall be turned over to DG Hyp.

Q. MODIFICATION AND REVOCATION OF THE PLAN

The Plan may be altered, amended or modified by the Plan Proponent, at any time before the substantial consummation of the Plan, as provided in Sections 1101(2) and 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. Section 1127 of the Bankruptcy Code authorizes the proponent of a plan of reorganization to modify such plan at any time prior to confirmation of the plan so long as the plan, as modified, continues to meet certain requirements of Sections 1122 and 1123 of the Bankruptcy Code with respect to the classification of Claims and Interests and the contents of a plan. Prior to Confirmation, if a proponent files modifications to a plan, pursuant to Section 1127(a) "the plan as modified becomes the plan." No order of the Bankruptcy Court is required to modify the Plan under the terms of Section 1127(a); however, the proponent of a modification to a plan must comply with Section 1125 of the Bankruptcy Code with respect to the plan as modified. In other words, if a modification materially alters the treatment of any Creditor who has accepted the Plan, the Plan Proponent will be required to make additional disclosures to those Creditors whose treatment has been materially and adversely altered and give such Creditors an opportunity to change their votes.

The Plan Proponent may revoke or withdraw the Plan at any time prior to entry of the Confirmation Order. If the Plan is revoked or withdrawn or if no Confirmation Order is entered, the Plan shall be null and void, and nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interest in, the Debtors; or (ii) prejudice in any manner the rights of the Debtors, DG Hyp, or any other party, in any further proceedings involving the Debtors or their Estates.

R. RETENTION OF JURISDICTION

The Plan contains detailed provisions providing for the retention of jurisdiction by the Bankruptcy Court over the Cases for the purposes of, *inter alia*, determining all disputes relating to Claims or Interests and other issues presented by or arising under the interpretation, implementation or enforcement of the Plan, and to determine all other matters pending on the date of confirmation.

S. RISK FACTORS

All of the Debtors' personal and real property is being transferred to the Plan Proponent under the Plan and the Plan Proponent believes that after such transfer, the Debtors will not have any remaining business except the potential pursuit of Avoidance Actions and claims arising under sections 544 through 547 of the Bankruptcy Code with respect to the pre-petition transfer of assets.

Therefore, the Plan Proponent believes that confirmation of the Plan is not likely to be followed by further financial reorganization of the Debtors.

VI. VOTING INSTRUCTIONS

A Creditor who is entitled to vote may accept or reject the Plan by executing and returning to the Balloting Agent (as defined below) the ballot (a "Ballot") that was sent out with this Disclosure Statement. *See* Section VI.C., herein. The following instructions govern the time and manner for filing Ballots accepting or rejecting the Plan, withdrawing or revoking a previously filed acceptance or rejection, who may file a Ballot, and procedures for determining the validity or invalidity of any Ballot received by the Balloting Agent.

A. DEADLINE FOR RECEIPT OF BALLOTS

The solicitation period for votes accepting or rejecting the Plan will expire at 5:00 p.m., EDT, on _____, 2013 (the "Voting Deadline"). A Ballot accepting or rejecting the Plan must be received no later than that date and time or it will not be counted in connection with the Confirmation of the Plan or any modification thereof.

B. BALLOTING AGENT

All votes to accept or reject the Plan must be cast by using the Ballot. Executed Ballots should be returned by the Voting Deadline, to:

Tarter Krinsky & Drogin LLP
1350 Broadway, 11th Floor
New York, New York 10018
Attn: Deborah J. Piazza, Esq.

(the "Balloting Agent"). A Creditor or Interest Holder entitled to vote who has not received a Ballot, or whose Ballot has been lost, stolen or destroyed, may contact the Balloting Agent at the address indicated above, or call Deborah J. Piazza at 212-216-8000 to receive a replacement Ballot.

C. WHO MAY VOTE - IN GENERAL

Claims in Class 3 and interest in Class 5 are impaired under the Plan. Holders of Claims in Class 3 are being solicited and are entitled to vote to accept or reject the Plan. Claims in Classes 1, 2, and 4 are not impaired by the Plan and are deemed to have accepted the Plan. The Equity Interest Holders in Class 5 are deemed to have rejected the Plan.

Ballots Executed in a Representative or Fiduciary Capacity. Ballots executed by executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, must indicate the capacity in which such person executed the Ballot and, unless otherwise determined by the Plan Proponent, must submit proper evidence satisfactory to the Plan Proponent of their authority to so act.

D. PENDING OBJECTIONS

A Ballot cast with respect to a Claim which is the subject of a pending objection will be temporarily allowed for voting purposes only in the amount of \$1.00, unless otherwise ordered by the Court pursuant to Federal Rule of Bankruptcy Procedure 3018.

E. DEFECTS OR IRREGULARITIES

ANY EXECUTED AND TIMELY FILED BALLOT WHICH DOES NOT INDICATE EITHER ACCEPTANCE OR REJECTION OF THE PLAN SHALL BE DEEMED TO BE NEITHER AN ACCEPTANCE NOR A REJECTION OF THE PLAN AND SHALL BE DEEMED NOT TO HAVE BEEN CAST.

Where more than one timely and properly completed Ballot is received, the Ballot which bears the latest date will be counted.

The Plan Proponent reserves the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot with permission of the Bankruptcy Court. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the deadline for filing timely Ballots. Neither the Plan Proponent, nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor will any of them incur any liability for failure to provide such notification. All questions as to the validity, form, eligibility (including the time of receipt), acceptance and revocation or withdrawal of Ballots will be determined by the Bankruptcy Court, upon motion and upon such notice and hearing as is appropriate under the circumstances. Unless otherwise directed by the

Bankruptcy Court, delivery of Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots as to which any irregularities have not been cured or waived will not be counted toward the acceptance or rejection of the Plan.

F. REVOCATION OF PREVIOUSLY FILED ACCEPTANCES OR REJECTIONS

Subject to compliance with Rule 3018(a), which requires notice and a hearing, any Creditor who has delivered a valid Ballot for the acceptance or rejection of the Plan may withdraw such acceptance or rejection by delivering a written notice of withdrawal to the Balloting Agent at any time prior to the Voting Deadline.

A notice of withdrawal, to be valid, must (i) describe the Claim represented by such Ballot, (ii) be signed by the Creditor as the case may be, in the same manner as the Ballot was signed, and (iii) be received by the Balloting Agent on or before the Voting Deadline. The Plan Proponent reserves the absolute right to contest the validity of any such withdrawals of Ballots.

VII. ACCEPTANCE AND CONFIRMATION

A. CONFIRMATION HEARING

The Bankruptcy Code requires that the Bankruptcy Court, after notice, hold a hearing to consider confirmation of the Plan. The Confirmation Hearing is scheduled to commence on _____, **2013 at 10:00 a.m.** in the United States Bankruptcy Court, for the District of Connecticut, Bridgeport Division. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement made at the Confirmation Hearing.

The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed and served on or before _____, **2013 at 5:00 p.m.** Objections must be served upon (i) Tarter Krinsky & Drogin LLP, 1350 Broadway, 11th Floor, New York, New York 10018, Attn: Deborah J. Piazza, Esq.; (ii) Cummings and Lockwood, LLC, Six Landmark Square, Stamford, CT 06901, Attn: John Carberry, Esq.; (iii) Zeisler and Zeisler, 10 Middle Street, 15th Floor, Bridgeport, Connecticut 06604, Attn: to James Berman, Esq.; and (iv) Office of the U.S. Trustee, Giaimo Federal Building, 150 Court Street, Room 302, New Haven, CT 06510.

B. REQUIREMENTS FOR CONFIRMATION

At the Confirmation Hearing, the Bankruptcy Court will determine whether the requirements of Section 1129 of the Bankruptcy Code have been satisfied, in which event the Bankruptcy Court will enter an order confirming the Plan. These requirements include determinations by the Bankruptcy Court that: (i) the Plan has classified Claims and Interests in a permissible manner, (ii) the contents of the Plan comply with various requirements of the Bankruptcy Code, (iii) the Plan Proponent has proposed the Plan in good faith, (iv) the Plan Proponent has made disclosures concerning the Plan that are adequate and include information concerning all payments made or promised in connection with the Plan and the Case, (v) the Plan is in the "best interest" of all Creditors and Interest Holders, (vi) the Plan is feasible, and (vii) the Plan has been accepted by the requisite number and amount of Creditors in each Class entitled to

vote on the Plan, or that the Plan may be confirmed without such acceptances. The Plan Proponent believes that all of these conditions have been or will be met prior to the Confirmation Hearing.

Best Interest Test. The “best interest” test requires that each impaired Creditor and impaired Interest Holder either (a) accepts the Plan or (b) receives or retains under the Plan property of a value, as of the Effective Date of the Plan, that is not less than the value such entity would receive if the Debtors were to be liquidated under Chapter 7 of the Bankruptcy Code.

Under the Plan, claimants in classes 1, 2, and 4 shall be paid 100% of the Allowed Claim. Should the Plan not be confirmed, the Plan Proponent believes that the automatic stay provided by Section 362 of the Bankruptcy Code will be modified and DG Hyp will proceed to foreclose its security interests under Connecticut law in which event, in the Plan Proponent’s view, no other claimant will receive any payment on account of its Claim. The aggregate amount of DG Hyp’s Secured Claim now exceeds \$55,672,000. An appraisal of the Properties estimates that as of February 2013, the Properties’ value is \$41,200,000. The Debtors’ Schedules reflect a value of \$35,000,000. Thus, no value would remain for other creditors.

In the event the Bankruptcy Court dismisses the Cases or converts the Cases to Chapter 7, a sale of the Debtors’ Properties would not, in the Plan Proponent’s view, generate sufficient proceeds to satisfy all Allowed Other Priority Claims, Priority Tax Claims and Administrative Expense Claims.

To determine what the holders in each Impaired Class of Claims or Interest would receive if the Debtors were liquidated under Chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtors’ Properties in a Chapter 7 liquidation case. The amount that would be available for satisfaction of Allowed Claims against and Allowed Interests in the Debtors would consist of the proceeds resulting from the disposition of the Debtors’ Properties, augmented by the cash held by the Debtors at the commencement of the Chapter 7 case which in this case is zero. Such amount would be reduced by the amount of any Claim or Claims secured by the Debtors’ assets (which exceed the value of the Properties), the costs and expenses of the liquidation, and such additional Administrative Claims and Priority Claims that may result from the termination of the Debtors’ business.

The costs of liquidation under Chapter 7 would become Administrative Claims with the highest priority against the proceeds of liquidation. Such costs would include the fees payable to a Chapter 7 trustee, as well as those which might be payable to attorneys, financial advisors, appraisers, accountants and other professionals that such trustee may engage to assist in the liquidation. In addition, Chapter 7 costs would include any liabilities incurred or assumed pursuant to the transactions necessary to effectuate the liquidation. Moreover, claims entitled to administrative priority may arise by reason of any breach or rejection of any Executory Contracts entered into by the Debtors during the pendency of the Cases in Chapter 11.

After satisfying Administrative Claims arising in the course of the Chapter 7 liquidation, the proceeds of the liquidation would then be payable to satisfy any unpaid expenses incurred during the time these Cases were pending under Chapter 11, including compensation for

attorneys, financial advisors, appraisers, accountants and other professionals retained by the Debtors.

After consideration of the effects that a Chapter 7 liquidation would have on the proceeds available for distribution including (i) the increased costs and expenses of a Chapter 7 liquidation arising from fees payable to the Debtors in bankruptcy and professional advisors to such Debtors, (ii) the erosion in value of the Debtors' assets in a Chapter 7 case in the context of the expeditious liquidation required under Chapter 7 and the "forced sale" atmosphere that would prevail, and (iii) the potential increases in Claims which would be satisfied on a priority basis or on a parity with the Claims of General Unsecured Creditors, the Plan Proponent believes that holders of Claims would be unlikely to receive any distribution on account of their Claims except under the Plan.

Liquidation Analysis. The Plan Proponent has concluded that the Plan provides to each Creditor and Interest Holder a recovery with a present value at least equal to the present value of the distribution which such Creditor and Interest Holder would receive if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code.

The Plan Proponent believes that in the event the Debtors' assets were sold in a Chapter 7 liquidation, all of the proceeds would be used to satisfy only a portion of the DG Hyp Secured Claim. In such event, no funds would be remaining for the Unsecured Creditors, thus no creditor would receive a distribution in a Chapter 7 case.

Feasibility. For the Plan to be confirmed, it must be demonstrated that consummation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors. Because the Plan contemplates the transfer of the Properties (the Debtors' sole assets) to DG Hyp, feasibility is not relevant.

Confirmation With the Acceptance of Each Impaired Class. The Plan may be Confirmed if each impaired Class of Claims accepts the Plan. Classes of Claims which are not impaired are deemed to have accepted the Plan. A Class is impaired if the legal, equitable or contractual rights attaching to the Claims of that Class are modified other than by curing defaults and reinstating maturities or by payment in full in cash.

Holders of Claims impaired by the Plan are entitled to file Ballots accepting or rejecting the Plan. Holders of Claims not impaired by the Plan, are deemed to accept the Plan, and may not vote to accept or reject the Plan. The Holders Interests that will neither receive nor retain any property under the Plan are deemed to reject the Plan.

The Bankruptcy Code defines acceptance of a plan by a Class of Claims as acceptance by the holders of two-thirds in dollar amount and a majority in number of Claims of that Class. Only those Claims, the holders of which actually vote to accept or reject the Plan, are counted for the purpose of determining whether the requisite number and amount of acceptances have been received.

Confirmation Without the Acceptance of Each Impaired Class. In the event that any Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan at the Plan Proponent's request if (i) all other requirements of Section 1129(a)

of the Bankruptcy Code are satisfied, (ii) at least one impaired Class of Claims votes to accept the Plan without regard to any vote cast on account of a Claim held by "insiders" (as defined in the Bankruptcy Code) and (iii) as to each impaired Class which has not accepted the Plan, the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such non-accepting Class. The Plan Proponent believes that the Plan is in the best interest of all Creditors and Interest Holders and strongly recommends that all parties entitled to vote cast their ballots in favor of accepting the Plan. Nevertheless, out of an excess of caution, pursuant to the Plan, the Plan Proponent may request that the Bankruptcy Court confirm the Plan over the rejection of any non-accepting class in the event all other elements of Section 1129(a) are satisfied.

A plan "does not discriminate unfairly" if the legal rights of a non-accepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are intertwined with those of the non-accepting class, and no class receives payments in excess of that which it is legally entitled to receive for its Claims or Interests. The Plan Proponent believes that under the Plan all classes of Impaired Claims and Impaired Interests are treated in a manner that is consistent with the treatment of other classes of Claims and Interests with which their legal rights are intertwined, if any, and no class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims and Allowed Interests in such class. Accordingly, the Plan Proponent believes the Plan does not discriminate unfairly as to any impaired class of Claims or Interests.

Whether the Plan is fair and equitable depends upon the application of the so-called "absolute priority rule." Subject to certain exceptions, this rule, codified in Section 1129(b)(2) of the Bankruptcy Code, generally requires that an impaired Class of Claims or Interests that has not accepted the Plan must be paid in full if a more junior class receives any distribution under the Plan.

With respect to General Unsecured Claims, the absolute priority rule allows the confirmation of a Plan over the rejection of a class of General Unsecured Claims if 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.

VIII. EFFECT OF CONFIRMATION

A. RELEASES

The Plan provides for releases to the fullest extent permitted under section 1125(e) of the Bankruptcy Code.

B. INJUNCTION

Except (i) as otherwise provided in the Plan, (ii) as otherwise provided under Final Order entered by the Bankruptcy Court, or (iii) with respect to the Debtors' or Plan Proponent's obligations under the Plan, the entry of the Confirmation Order shall forever stay, restrain and permanently enjoin on and after the Confirmation Date (i) the commencement or continuation of any action, the employment of process, or any act to collect, enforce, attach, recover or offset

from the Properties sold under the Plan, or (ii) the creation, perfection or enforcement of any lien or encumbrance against the Properties sold under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, the entry of the Confirmation Order shall constitute an injunction against the commencement or continuation of any action, the employment of process, or any act, to collect, recover or offset from the Properties transferred under the Plan.

IX. ALTERNATIVES TO THE PLAN

If the Plan is not confirmed by the Bankruptcy Court, the alternatives may include (a) liquidation of the Debtors under Chapter 7 of the Bankruptcy Code, (b) dismissal of the Cases, (c) DG Hyp being granted relief from the automatic stay, or (d) the promulgation and confirmation of an alternative plan of reorganization.

The Plan Proponent believes that the Plan provides a recovery to all Creditors and Interest Holders equal to or greater than would be obtainable in a Chapter 7 liquidation case.

X. CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The following summary of certain U.S. Federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon the particular circumstances pertaining to each holder of an Allowed General Unsecured Claim. Each holder of an Allowed General Unsecured Claim or Equity Interest is urged to consult his own tax advisors. This summary does not cover all potential U.S. federal income tax consequences that could possibly arise under the Plan and does not address the Plan's U.S. federal income tax consequences for any holder of a Claim or Equity Interest that is a partnership (or other pass-through entity) or otherwise subject to special tax rules.

This summary is based upon the laws in effect on the date of this Disclosure Statement and existing judicial and administrative interpretations thereof, all of which are subject to change, possibly with retroactive effect. Holders of Allowed General Unsecured Claims should consult their own tax advisors as to the Plan's specific federal, state, local and foreign income and other tax consequences.

In the event of a distribution to holders of Allowed Class 4 General Unsecured Claims, each such holder of an Allowed Claim in such Class will recognize gain or loss upon the receipt of such Pro-Rata share equal to the difference, if any, between the "amount realized" by such holder and the holder's adjusted basis in his, her or its Allowed General Unsecured Claim. Any gain or loss realized by a holder should constitute ordinary income or loss to her unless the General Unsecured Claim is a capital asset. If an General Unsecured Claim is a capital asset, and it has been held for more than one year, such holder will realize long term capital gain or loss.

The tax consequences to holders of Allowed Class 4 General Unsecured Claims will differ and will depend on factors specific to each holder, including but not limited to: (i) whether the holder's General Unsecured Claim (or portion thereof) constitutes a claim for principal or interest; (ii) the origin of the holder's Claim; (iii) the type of consideration received by the holder in exchange for the General Unsecured Claim; (iv) whether the holder is a United States person

or foreign person for tax purposes; (v) whether the Holder reports income on the accrual or cash basis method; or (vi) whether the holder has taken a bad debt deduction or otherwise recognized loss with respect to an General Unsecured Claim.

The tax consequences to holders of Equity Interests in the Debtors will vary and depend on a number of factors including but not limited to the basis of the Equity Interests at the time of purchase or investment.

THERE ARE MANY FACTORS WHICH WILL DETERMINE THE TAX CONSEQUENCES TO EACH HOLDER. FURTHERMORE, THE TAX CONSEQUENCES OF THE PLAN ARE COMPLEX, AND IN SOME CASES, UNCERTAIN. THEREFORE, IT IS IMPORTANT THAT EACH HOLDER OBTAIN HIS, HER OR ITS OWN TAX ADVICE REGARDING THE TAX CONSEQUENCES TO SUCH HOLDER AS A RESULT OF THE PLAN.

THE DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY HOLDER FOR THE PURPOSE OF AVOIDING TAX PENALTIES THAT MAY BE IMPOSED ON A TAX PAYER. THE DISCUSSION HEREIN WAS WRITTEN TO SUPPORT THE TRANSACTIONS DESCRIBED IN THIS DISCLOSURE STATEMENT. EACH HOLDER SHOULD SEEK ADVICE BASED UPON THE HOLDER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

XI. ADDITIONAL INFORMATION

Requests for information and additional copies of this Disclosure Statement, the Ballots, and the other materials delivered together herewith, and all deliveries, correspondence and questions, as the case may be, relating to the Plan, should be directed to Tarter Krinsky & Drogin LLP, 1350 Broadway, 11th Floor, New York, New York 10018, Attn: Deborah J. Piazza, Esq., (212) 216-8000.

Copies of all pleadings, orders, lists, schedules, proofs of claims or other documents submitted in these cases are on file in the Office of the Clerk of the United States Bankruptcy Court for the District of Connecticut, Bridgeport Division, and are available for public inspection Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. Additionally, copies of all pleadings, orders, lists, schedules, proofs of claims or other documents submitted in this case may be viewed and printed over the Internet from the Bankruptcy Court's Electronic Case Filing system at <https://ecf.ctb.uscourts.gov/>.

XII. CONCLUSION

The Plan Proponent believes the Plan is in the best interests of all Creditors and strongly encourages all holders of Claims against the Debtors to vote to accept the Plan and to evidence such acceptance by promptly returning their Ballots to ensure that they will be received not later than the Voting Deadline.

Dated: New York, New York
August 29, 2013

CUMMINGS & LOCKWOOD LLC
Co- Counsel for DG Hyp

By: /s/ John Carberry
John Carberry, Esq.
Six Landmark Square
Stamford, Connecticut 06901
(203) 327-1700

TARTER KRINSKY & DROGIN LLP
Co- Counsel for DG Hyp

By: /s/ Deborah J. Piazza
Deborah J. Piazza, Esq.
1350 Broadway, 11th Floor
New York, New York 10018
(212) 216-8000

2972728_1.docx 9/26/2013