WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Gary T. Holtzer
Garrett A. Fail
Matthew P. Goren
Philip L. DiDonato

Attorneys for the Debtors
and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
BROADWAY REALTY I CO., LLC, *et al.*,	:	**Case No. 25-11050 (DSJ)**
Debtors.[1]	:	**(Jointly Administered)**

NOTICE OF (I) ENTRY OF ORDER CONFIRMING SECOND AMENDED JOINT CHAPTER 11 PLAN AND (II) OCCURRENCE OF EFFECTIVE DATE

PLEASE TAKE NOTICE THAT:

1. On January 16, 2026, the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") entered an order [ECF No. 981] (the "**Confirmation Order**") confirming the *Second Amended Joint Chapter 11 Plan* [ECF No. 980] (as may be amended, modified, or supplemented from time to time and together with all exhibits and schedules thereto, the "**Plan**") for Broadway Realty I Co., LLC and its debtor affiliates (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**").

[1] The last four digits of Broadway Realty I Co., LLC's tax identification number are 5426. A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/broadwayrealty. The Debtors' mailing address is located at 2 Grand Central Tower, 140 East 45th St., 12th Floor, New York, New York 10017.

The Plan, among other things, implements a sale of substantially all of the Debtors' assets (the "**Sale Transaction**") to Summit Gold, Inc. (the "**Purchaser**") pursuant to that certain *Purchase and Sale Agreement,* dated December 22, 2025 (the "**Purchase Agreement**").[2]

2. **On March 31, 2026, all conditions precedent to the Effective Date of the Plan, including the implementation and consummation of the Sale Transaction, were satisfied or waived in accordance with the Plan and the Plan was substantially consummated. Accordingly, March 31, 2026 is the Effective Date of the Plan.**

3. In accordance with Section 8.1 of the Plan, each executory contract and unexpired lease of the Debtors shall be deemed rejected, unless such contract or lease (A) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (B) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (C) is the subject of a motion to assume filed by the Debtors on or before the Effective Date; or (D) is specifically designated as a contract or lease to be assumed or assumed and assigned on the Assumption Schedule. The final list of contracts and leases to be assumed or assumed and assigned under the Plan was filed on March 23, 2026 [ECF No.1181].

4. Pursuant to Paragraph 13 of the Confirmation Order, notwithstanding anything herein or under the Plan or the Confirmation Order to the contrary, all existing tenant leases at the Premises are assumed and assigned to the Purchaser in accordance with the Bidding Procedures and as set out in the Purchase Agreement.

5. In accordance with Section 8.3 of the Plan, in the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to

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[2] A copy of the Purchase Agreement is attached as Exhibit A to the *Notice of Designation of Stalking Horse Bid* [ECF No. 916]. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or the Purchase Agreement, as applicable.

such contract or lease, any Claim for such damages shall be classified as a General Unsecured Claim. Any counterparty to a contract or lease that is rejected by the Debtors must file and serve a proof of claim on the applicable Debtor or Post-Emergence Entity that is party to the contract or lease to be rejected no later than the latter of (i) April 30, 2026 or (ii) thirty (30) days after the effective date of rejection of such executory contract or unexpired lease.

6. Pursuant to Section 2.2 of the Plan, all Entities seeking an award by the Bankruptcy Court of Fee Claims shall file with the Bankruptcy Court, on or before the date that is forty-five (45) days after the Effective Date, their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Effective Date. Objections to any Fee Claims must be filed and served on counsel to the Debtors, the U.S. Trustee, and the requesting party no later than twenty-one (21) calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by the Debtors and the party requesting compensation of a Fee Claim).

7. The Plan and the provisions thereof are binding on every holder of a Claim against or Interest in any of the Debtors, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder accepted the Plan.

8. The Confirmation Order, the Plan, and the Plan Supplement can be viewed free of charge at the website for the Debtors' claims and noticing agent, Stretto: https://cases.stretto.com/broadwayrealty. Additionally, copies of such documents may be obtained by accessing the Bankruptcy Court's website: www.nysb.uscourts.gov. A PACER password and login are needed to access documents on the Bankruptcy Court's website, and can be obtained at http://www.pacer.psc.uscourts.gov. The Confirmation Order, the Plan, and the Plan Supplement are also available for inspection during regular business hours in the office of the

Clerk of the Bankruptcy Court at the following address: United States Bankruptcy Court, One Bowling Green, New York, NY 10004-1408.

Dated: March 31, 2026
New York, New York

/s/ *Matthew P. Goren*
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New York, New York 10153
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