

The Depository Trust Company

IMPORTANT

B#: 0333

DATE: July 21, 2000

TO: All Participants

CATEGORY: Reorganization

FROM: DTC Proxy Department

ATTENTION: Proxy/Reorganization Manager

SUBJECT: EQK Realty Investors I
Shares Of Beneficial Interest
CUSIP #268820 10 7

EQK Realty Investors I is soliciting acceptances of its Amended Joint Plan of Reorganization, dated July 6, 2000 (the "Plan"). Holders of EQK Realty Investors I Shares of Beneficial Interest of record on June 27, 2000, are eligible to vote by ballot to accept or reject the Plan.

Accompanying the Amended Joint Disclosure Statement dated July 6, 2000 and other materials for voting on the Plan is the attached Order, which refers to a hearing on confirmation of the Plan, which is scheduled to be held on August 10, 2000. DTC also received the attached Ballot. Participants may obtain copies of the materials for voting on the Plan by contacting:

Adelman, Lavine, Gold & Levin
Attn: Jackie Parsio – Legal Assistant
At: 215-568-7515

DTC will provide EQK Realty Investors I with a listing of the Participants which had EQK Realty Investors I Shares of Beneficial Interest on deposit with DTC at the close of business on June 27, 2000, so that Participants may vote on the Plan.

Participants are referred to the Amended Joint Disclosure Statement dated July 6, 2000, for a statement of the terms of the Plan.

Participants are advised that acceptances or rejections of the Plan must be received by Counsel no later than August 4, 2000. Executed ballots should be returned to:

Jackie Parsio, Legal Assistant
Adelman, Lavine, Gold & Levin
1900 Two Penn Center Plaza
Philadelphia, PA 19102

EQK Realty Investors I Shares of Beneficial Interest will remain eligible at DTC during the solicitation.

Participants are referred to RIPS Envelope 93 and LENP for details of the Plan.

Karl Baker

Manager

Attachments

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	:	CHAPTER 11
	:	
	:	
EQK REALTY INVESTORS I	:	
a/k/a HARRISBURG EAST MALL	:	
	:	
Debtor	:	CASE NO. 1-99-05257

**BALLOT FOR ACCEPTING OR REJECTING
AMENDED JOINT PLAN OF REORGANIZATION PROPOSED**

EQK Realty Investors I (the "Debtor") and The Prudential Insurance Company of America (collectively, the "Proponents") filed an Amended Joint Plan of Reorganization on July 3, 2000 (the "Plan") in this bankruptcy case. The Court has approved the Amended Disclosure Statement with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from Debtor's counsel whose name, address and telephone number are listed below. Court approval of the Amended Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Amended Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. If you hold claims or interests in more than one class, you may vote in each such class.

To have your vote count, you must complete and return this ballot. **If your ballot is not received by Debtor's counsel (whose name and address appear below) on or before 5:00 p.m. prevailing Eastern Time on August 4, 2000, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.**

If a ballot is signed by a trustee, executor, administrator, guardian, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor of authority to so act.

Voting only as to Class 2 (Prudential Secured Claim)

The undersigned, a creditor in the above-named matter, in the unpaid principal amount of \$ _____ in Class 2,

(Check One) _____ Accepts _____ Rejects

the Plan.

Voting only as to Class 3 (PNC Secured Claim)

The undersigned, a creditor in the above-named matter, in the unpaid principal amount of \$ _____ in Class 3,

(Check One) _____ Accepts _____ Rejects

the Plan.

Voting only as to Class 4 (General Unsecured Claims)

The undersigned, a creditor in the above-named matter, in the unpaid principal amount of \$ _____ in Class 4,

(Check One) _____ Accepts _____ Rejects

the Plan.

Voting only as to Class 6 (Beneficial Interests)

The undersigned, a beneficial interest holder owning _____ shares of beneficial interest representing \$ _____ in aggregate face amount of such shares,

(Check One) _____ Accepts _____ Rejects

the Plan.

Dated: _____

[Print or type name of creditor]

Signature: _____

[If appropriate] By: _____

Officer, Partner or
Authorized Representative

As: _____
(Title)

Address: _____

**THIS BALLOT MUST BE RECEIVED BY NO LATER THAN 5:00 P.M.
PREVAILING EASTERN TIME ON AUGUST 4, 2000 AND RETURNED TO:
JACKIE PARSIO, LEGAL ASSISTANT
ADELMAN LAVINE GOLD AND LEVIN,
A Professional Corporation
1900 Two Penn Center Plaza
Philadelphia, PA 19102
215-568-7515**

**PLEASE MAKE CERTAIN THAT YOU HAVE SIGNED THE BALLOT,
FILLED IN THE AMOUNT AND CATEGORY OF YOUR CLAIM, AND
PRINTED YOUR NAME AND ADDRESS IN THE APPROPRIATE PLACE. DO
NOT RETURN YOUR BALLOT BY FACSIMILE TRANSMISSION.**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

FILED
Harrisburg, PA
TIME _____ A.M. - P.M.
JUL - 6 2000
Clerk, U.S. Bankruptcy Court
Per *[Signature]* Deputy Clerk

IN RE: : CHAPTER 11
: :
: :
EQK REALTY INVESTORS I :
a/k/a HARRISBURG EAST MALL :
: :
Debtor : CASE NO. 1-99-05257

**ORDER APPROVING PURCHASE AND SALE AGREEMENT AND
AUTHORIZING SALE OF THE HARRISBURG EAST MALL AND THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, AND SCHEDULING AUCTION HEARING AND
ESTABLISHING PROCEDURES IN CONNECTION THEREWITH**

AND NOW, this 6th day of July, 2000, upon consideration of the Debtor's Motion for Approval of the Sale of the Harrisburg East Mall Free and Clear of Liens, Claims, and Encumbrances Pursuant to 11 U.S.C. Sections 105(a) and 363(b), (f) and (m), Approving Assumption and Assignment of Certain Executory Contracts and Leases in Connection Therewith Pursuant to 11 U.S.C. Sections 363 and 365, and Granting Related Relief, Including Approval of Sale and Auction Procedures, Payment of Expense Reimbursement and Payment of Brokerage/Sales Commissions and Reimbursement of Costs at Closing (the "Motion"), it is hereby Ordered as follows:

1. The Purchase and Sale Agreement dated May 16, 2000, as modified, (the "Agreement") between the Debtor and Uni-Invest (U.S.A.) Partnership, L.P. (the "Buyer") and the sale of the assets enumerated therein are authorized, ratified and approved in their entirety, and the Debtor and the Buyer are authorized to close under the Agreement.

2. Provided that the Buyer closes under the Agreement, the assets will be sold, transferred, conveyed and assigned to the Buyer free and clear of all liens, claims, interests and encumbrances of whatsoever type or description (excepting only the permitted exceptions set forth in the Agreement, and those liens, claims, interests and encumbrances, if any, in connection with the obligations being assumed by the Buyer as set forth in the Agreement), with all such liens, claims, interests and encumbrances, to the extent valid, perfected and enforceable, to transfer, affix and attach to the proceeds of sale in the same order of priority as they existed with respect to the assets.

3. The Buyer has satisfied all requirements under Section 365(b)(1)(C) of the Bankruptcy Code to provide adequate assurance of future performance of the Assigned Contracts (as defined in the Motion). The Debtor is authorized and empowered to sell, assume and assign to the Buyer all of its right, title and interest in and to the Assigned Contracts, and upon payment of the monetary defaults, if any, set forth in the Agreement, all defaults under said Assigned Contracts shall be deemed satisfied, no other defaults through the date hereof shall be deemed to exist and the Debtor shall be relieved of any liability arising after the date of closing for any breach of the Assigned Contracts. Provided, however, that nothing in this Order shall be deemed to authorize the sale, assumption or assignment of the "Non-Assumed Operating Agreements" as defined in the Motion.

4. The Buyer is found to be a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code and shall be entitled to the protections afforded a good faith purchaser pursuant to such section.

5. Pursuant to Section 1146(c) of the Bankruptcy Code, no taxes, including, without limitation, transfer, deed, stamp or recording taxes, shall be due as a result of any of the transfers performed pursuant to or under the Agreement.

6. The Debtor and all persons affected by this Order are authorized and directed to issue, execute and deliver such documents and instruments and to take such other action as may be reasonably necessary in the judgment of the Debtor to carry out the transactions authorized by this Order and contemplated by the Agreement.

7. The Debtor may, at closing or as soon as practicable thereafter, compensate Granite Partners and Newleaf Corporation in accordance with the terms of the Court approved retention agreements between them and the Debtor, all as more fully set forth therein and in the Motion.

8. At closing, in order to avoid, to the extent possible, the continued accrual of interest, the Debtor shall be and hereby is authorized and directed to pay to Prudential and PNC, from the proceeds of sale, in order of priority, to the extent allowed as of such date, their respective allowed secured claims in these proceedings. If an objection is filed as to either claim, the amount of the claim that is not in dispute shall be paid, with the disputed amount, if any, being reserved, to the extent of net sale proceeds, until allowed or disallowed in accordance with Section 502 of the Bankruptcy Code and Bankruptcy Rule 3007. Prudential and PNC shall, at least five days prior to closing, provide to counsel for the Debtor and to the title insurance company insuring Buyer's title, the amount necessary to pay off their respective loans, at the non-default and, if default interest is claimed, default rates of interest, and shall also provide the *per diem* rate of interest at such non-default and default rates. In addition, the Debtor is authorized to pay,

at closing, such other items as are usual and customary to be paid at closing in a transaction of this type and magnitude.

9. On August 24, 2000, at 2:00 p.m. a hearing (the "Auction Hearing") will be held in the United States Bankruptcy Court at the Federal Building, Room 320, 228 Walnut Street, Harrisburg, PA, to consider any and all bids to acquire the assets. Provided, however, that if closing occurs under the Agreement, such Auction Hearing shall be cancelled.

10. Any offers for the purchase of the assets shall be made, and the Auction Hearing shall be conducted, in accordance with the Auction Procedures attached to this Order, which Auction Procedures are hereby approved and entered as an Order of this Court as if fully set forth herein.

11. The Debtor, or its counsel, shall give notice of the Auction Hearing by serving via regular first-class mail or overnight delivery, a copy of this Order, within three (3) business days of the date of entry of this Order, upon the Office of the United States Trustee, counsel for the Buyer, all entities who have filed and served requests for notices in this case, all parties to the Debtor's executory contracts and leases, all entities known to the Debtor to have expressed an interest in acquiring the Debtor's Assets (as defined in Motion) since the bankruptcy filing, all known creditors, parties in interest and taxing authorities identified on the Debtor's matrix. In addition, within three (3) business days of the date of entry of this Order, copies of this Order shall be provided to ChaseMellon Shareholder Services and ADP-ICS Proxy Services, which shall distribute same to all holders of beneficial interests in the Debtor, both registered and unregistered. Copies of the Motion may be obtained from the Office of the Clerk of the Bankruptcy

Court or by making a written request to counsel to the Debtor and providing payment for reproduction costs. The notice as set forth above shall constitute good and sufficient notice of the Auction Hearing.

12. Any interested party requesting additional information with respect to the Motion or with respect to submitting a higher and better bid, may contact counsel to the Debtor, Barry D. Kleban, Esquire, Adelman Lavine Gold and Levin, a Professional Corporation, 1900 Two Penn Center Plaza, Philadelphia, Pa 19102, Tel. 215-568-7515, Fax 215-557-7922, provided that notwithstanding any information provided, all entities submitting an offer shall be relying entirely upon their own independent due diligence and analysis.

13. This Order shall take effect and become operative and enforceable immediately.

14. The Court shall retain jurisdiction for the purpose of enforcing the terms and conditions of the Agreement and this Order, and to resolve any issues that may arise with respect thereto.

15. This Order is without prejudice to, and nothing herein shall be construed as a waiver or modification of, the rights of Lend Lease Real Estate Investments, Inc.

with respect to its pending Motion to enforce its March 31, 2000 Stipulation with the Debtor and Prudential, which Motion is presently scheduled for hearing on July 17, 2000.

BY THE COURT:

/s/ Robert J. Woodside

HONORABLE ROBERT J. WOODSIDE,
Chief U.S. Bankruptcy Judge

With copies to:

Barry D. Kleban, Esquire
Adelman Lavine Gold and Levin
1900 Two Penn Center Plaza
Philadelphia, PA 19102-1799
(215) 568-7515