

EXHIBIT B

Spiess Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
NEWBURY COMMON)	Case No. 15-12507 (LSS)
ASSOCIATES, LLC, <u>et al.</u> ,)	
)	Jointly Administered
Debtors. ¹)	
)	
)	

**DECLARATION OF CHARLES J. SPIESS IN SUPPORT OF THE APPLICATION OF
THE PROPERTY DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING
PROPERTY DEBTORS TO RETAIN AND EMPLOY DISERIO MARTIN O’CONNOR
& CASTIGLIONI LLP AS SPECIAL REAL ESTATE COUNSEL
NUNC PRO TUNC TO MAY 12, 2016**

I, Charles J. Spiess, hereby declare under penalty of perjury:

1. I am a partner in the law firm of Diserio Martin O’Connor & Castiglioni LLP (“**Diserio**” or the “**Firm**”), with offices located at, among other places, One Atlantic Street, Stamford, Connecticut. I am a member in good standing of the Bar of the State of Connecticut. There are no disciplinary proceedings pending against me in any jurisdiction.

2. I am in all respects competent to make this Declaration in support of the application (the “**Application**”)² of the Property Debtors to retain Diserio as special Connecticut

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Newbury Common Associates, LLC (3783); Seaboard Realty, LLC (6291); 600 Summer Street Stamford Associates, LLC (6739); Seaboard Hotel Member Associates, LLC (8984); Seaboard Hotel LTS Member Associates, LLC (6005); Park Square West Member Associates, LLC (9223); Seaboard Residential, LLC (2990); One Atlantic Member Associates, LLC (4120); 88 Hamilton Avenue Member Associates, LLC (5539); 316 Courtland Avenue Associates, LLC (0290); 300 Main Management, Inc. (6365); 300 Main Street Member Associates, LLC (2334); PSWMA I, LLC (6291); PSWMA II, LLC (6291); Tag Forest, LLC (8974); Newbury Common Member Associates, LLC (3909); Century Plaza Investor Associates, LLC (1480); Seaboard Hotel Associates, LLC (2281); Seaboard Hotel LTS Associates, LLC (8811); Park Square West Associates, LLC (9781); Clocktower Close Associates, LLC (3154); One Atlantic Investor Associates, LLC (7075); 88 Hamilton Avenue Associates, LLC (5749); 220 Elm Street I, LLC (7540); 300 Main Street Associates, LLC (8501); and 220 Elm Street II, LLC (7625). The Debtors’ corporate headquarters is located at, and the mailing address for each Debtor is, 1 Atlantic Street, Stamford, CT 06901.

² Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Application.

real estate counsel for the Property Debtors, pursuant to sections 327(e), 328, and 330 of the title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”).

3. The Property Debtors currently seek to retain Diserio, subject to further order of the Court, to render such legal services as may be specified and agreed to between the Property Debtors and Diserio, including, but not limited to, (i) negotiating mechanics’ and other similar liens on the Residence Inn property, on behalf of Seaboard Hotel LTS Associates, LLC (“**Seaboard Hotel LTS**”), as well as generally overseeing the process of construction of the property, and (ii) advising the Property Debtors with respect to the nuances and local practices of Connecticut real estate matters in connection with the sale of their properties..

4. Based on the conflicts and connections search conducted and described herein, to the best of my knowledge, neither I, the Firm, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest, or their respective attorneys and accountants, the Honorable Judge Laurie Selber Silverstein, the United States Trustee, or any person employed in the Office of the United States Trustee, except as described below:

- (a) Diserio previously represented certain of the Debtors, including Seaboard Hotel LTS and Seaboard Hotel Associates, LLC. However, Diserio is not currently performing work for any of the Debtors.
- (b) Diserio has a claim against Seaboard Hotel LTS in the amount of \$124,404.60 on account of work Diserio performed for Seaboard Hotel LTS prior to the Petition Dates.
- (c) Diserio is a tenant in one of the Debtors’ buildings, located at One Atlantic Street, Stamford, Connecticut.

- (d) Diserio represents, or has represented in the past, numerous clients, some of whom may have an interest in these chapter 11 cases. In the course of its conflicts searches, Diserio has not identified any current or former client relationships, including those disclosed above, that are materially adverse to the Debtors' interests in these chapter 11 cases.

5. Within the year immediately preceding the Petition Date, Diserio received the following amounts from the Debtors in connection with its representation of them:

Date Received	Debtor	Amount
April 16, 2015	Seaboard Hotel LTS Associates, LLC	\$48,701.50
January 29, 2016	Seaboard Hotel LTS Associates, LLC	\$25,000.00

6. Other than as set forth herein, Diserio has not received any payments from or on behalf of the Debtors during the year immediately preceding the Petition Date for services rendered or to be rendered in contemplation of or in connection with these chapter 11 cases.

7. Diserio was not involved in any of the transactions that were part of the prepetition fraud in any way (including the entry into the mezzanine loan agreements) and is not providing any services to any DiMenna entities.

8. None of the representations described herein are materially adverse to the interests of the Property Debtors' estates or any class of creditors or equity security holders thereof. Moreover, pursuant to section 327(e) of the Bankruptcy Code, Diserio would not be disqualified from acting as the Property Debtors' special counsel merely because it represents the Debtors' creditors, equity security holders, or other parties in interest in matters unrelated to these chapter 11 cases.

9. Diserio will periodically review its files during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Diserio will use reasonable efforts to

identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

10. Diserio intends to apply for compensation for professional services rendered in connection with these chapter 11 cases subject to approval of the Court and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules on an hourly basis, plus reimbursement of actual, necessary expenses, and other charges incurred by the Firm. Diserio's current standard hourly rates for attorneys range from \$275.00 to \$600.00, and Diserio's hourly rate for paraprofessionals is \$125.00. The current hourly rate of the primary attorney assigned to the Property Debtors' cases is \$550.00.

11. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals may from time to time serve the Property Debtors in connection with the matters herein described.

12. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. The Firm will charge the Property Debtors for these expenses in

a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

13. No promises have been received by the Firm nor by any partner, counsel, or associate thereof as to compensation in connection with these chapter cases other than in accordance with the provisions of the Bankruptcy Code. The Firm has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with these chapter 11 cases.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 13, 2016

/s/ Charles J. Spiess

Charles J. Spiess