

EXHIBIT A

Proposed Order

**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)	
)	
)	Re: Docket No. ____

**ORDER EXPANDING THE EMPLOYMENT AND RETENTION OF ANCHIN, BLOCK
& ANCHIN LLP AS ACCOUNTANTS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION**

Upon consideration of the application (the “**Application**”)² of the Debtors for entry of an order (this “**Order**”) pursuant to sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014 authorizing the Debtors to expand the scope of the retention of Anchin, Block & Anchin LLP (“**Anchin**”); and this Court having reviewed the Application and the Bracco Declaration; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* dated February 29, 2012, from the United States District Court for the District of Delaware; and it appearing that the Application is a core matter pursuant to

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 used and not otherwise defined herein shall have the meanings ascribed to them in the Application.

28 U.S.C. § 157(b) and that this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these cases and of the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court being satisfied based on the representations made in the Application and the Bracco Declaration that said accountants represent no interest adverse to the Debtors' estates, with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and that their employment is necessary and is in the best interests of the Debtors' estates; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the Application is GRANTED as set forth herein; and it is further

ORDERED that, in accordance with sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014, the Debtors are authorized to expand the retention of Anchin to include the Tax Return Services and Sales Tax Consulting Services pursuant to the terms and conditions set forth in the Engagement Letters as modified in this Order; and it is further

ORDERED that the indemnification provisions in the Engagement Letters are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:

- a. Anchin shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letters for services other than those described in the Engagement Letters, unless such services and indemnification therefor are approved by the Court;
- b. The Debtors shall have no obligation to indemnify Anchin, or provide contribution or reimbursement to Anchin, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Anchin's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of Anchin's contractual obligations unless the Court determines that indemnification, contribution or reimbursement

would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing to be a claim or expense for which Anchin should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letters as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, Anchin believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letters (as modified by this Order), including without limitation the advancement of defense costs, Anchin must file an application therefor in this Court, and the Debtors may not pay any such amounts to Anchin before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Anchin for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Anchin. All parties-in-interest shall retain the right to object to any demand by Anchin for indemnification, contribution or reimbursement; and
- d. Any limitation on liability pursuant to the terms of the Engagement Letters shall be eliminated; and it is further

ORDERED that Anchin shall apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred in respect of services provided to the Debtors in the chapter 11 cases after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and such other orders as the Court may direct, including, without limitation, any order of this Court establishing procedures for interim compensation and reimbursement of professionals retained in these chapter 11 cases. If Anchin's applicable fees increase from the fees set forth in the Application, Anchin shall provide notice describing such increases the first time such rates are billed; and it is further

ORDERED that, consistent with the opinion and ruling in *In re Boomerang Tube, Inc.*, No. 15-11247 (MFW), 2016 WL 385933 (Bankr. D. Del. Jan. 29, 2016), any and all

provisions or expectations that the estate will reimburse Anchin for all fees and expenses, including the amount of Anchin's chargeable professional time at normal billing rates incurred in connection with disputes brought by or against any third party relating to services Anchin provides to the Debtors, and that such fees, if incurred, shall be allowed pursuant to section 328(a) of the Bankruptcy Code, are not approved; and it is further

ORDERED that the Debtors and Anchin are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: Wilmington, Delaware
_____, 2016

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE