

EXHIBIT B

Declaration of Anthony M. Bracco

**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 ANTHONY M. BRACCO IN SUPPORT OF
THE DEBTORS’ APPLICATION PURSUANT TO BANKRUPTCY CODE SECTIONS
327(A), 328(A), AND 330 FOR ENTRY OF AN ORDER EXPANDING THE
EMPLOYMENT AND RETENTION OF ANCHIN, BLOCK & ANCHIN LLP AS
ACCOUNTANTS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION**

I, Anthony M. Bracco, hereby declare under penalty of perjury, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am a Practice Leader of Anchin, Block & Anchin LLP’s (“**Anchin**”) Litigation, Forensic and Valuation Services Group, which has an office at 1375 Broadway, New York, New York 10018.

2. I submit this declaration (this “**Declaration**”) on behalf of Anchin in support of the *Debtors’ Application Pursuant to Bankruptcy Code Sections 327(a), 328(a), and 330 for Entry of an Order Expanding the Employment and Retention of Anchin, Block & Anchin*

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.

LLP as Accountants for the Debtors and Debtors in Possession (the “**Application**”),² for entry of an order expanding the scope of Anchin’s retention pursuant to the terms and conditions set forth in the Engagement Letters.

3. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon my personal knowledge of the matters set forth herein. I am over eighteen (18) years of age and I am authorized to submit the Declaration on behalf of Anchin. If called upon to testify, I could and would competently testify to the facts set forth herein from my own personal knowledge, except as otherwise stated.

ANCHIN’S QUALIFICATIONS

4. The Debtors have chosen Anchin to provide Tax Return Services and Sales Tax Consulting Services because of Anchin’s expertise on these issues and familiarity with the Debtors and their estates. After considering the costs of having another professional step in and perform the Tax Return Services and Sales Tax Consulting Services, the Debtors determined that expanding the scope of Anchin’s engagement was the most cost-effective solution.

SCOPE OF SERVICES

5. Anchin will render tax return services (the “**Tax Return Services**”), including the preparation of 2015 Federal, Connecticut, and New York state income tax returns, for the following Debtors:

- i. 88 Hamilton Member Associates, LLC
- ii. 316 Courtland Avenue Associates, LLC
- iii. One Atlantic Member Associates, LLC
- iv. 300 Main Street Associates, LLC
- v. 300 Main Management, Inc.
- vi. 300 Main Street Member Associates, LLC
- vii. 600 Summer Street Stamford Associates, LLC

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

- viii. Seaboard Hotel LTS Member Associates, LLC
- ix. Park Square West Member Associates, LLC
- x. Seaboard Residential, LLC
- xi. Seaboard Realty, LLC
- xii. Tag Forest, LLC
- xiii. Seaboard Hotel Member Associates, LLC
- xiv. Newbury Common Member Associates, LLC

6. In addition, Anchin will represent Park Square West Associates, LLC, Century Plaza Investor Associates, LLC, and One Atlantic Investor Associates, LLC before the State of Connecticut Department of Revenue Services with regard to the examination of such Debtors’ Sales and Use Tax Return for tax years 2012-2015 (the “**Sales Tax Consulting Services**” and, together with the Tax Return Services, the “**Services**”).

PROFESSIONAL COMPENSATION

7. Pursuant to the Engagement Letters, Anchin intends to seek compensation on an hourly basis, based on the amount of professional time at the rates set forth below, which vary depending upon the experience level of the professionals involved. The hourly rates of Anchin’s professionals by level are as follows:

<u>Title of Professional</u>	<u>Hourly Rate</u>
Partners	\$550-\$610
Senior Managers and Directors	\$315-\$480
Managers/Supervisors	\$180-\$315
Staff	\$145-\$180
Clerical	\$120

8. In addition, Anchin will seek reimbursement of reasonable out-of-pocket expenses and similar expenses incurred in providing the Services.

9. Anchin requests that it be permitted to submit monthly invoices for services rendered and expenses incurred in accordance with the terms of the Engagement Letters.

Such invoices will contain reasonable detail consistent with any rules and/or administrative orders promulgated by this Court that apply to these chapter 11 cases.

10. Pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable order of this Court, Anchin will apply to the Court for the interim and final allowance of compensation and reimbursement of expenses in accordance with any order of this Court approving procedures for interim compensation and reimbursement of expenses, and shall file a final fee application as required by the Local Rules and any order of this Court.

ANCHIN'S CONNECTIONS WITH THE DEBTORS AND PARTIES IN INTEREST

11. Subject to the foregoing, except as set forth herein, and in the attachments hereto, to the best of my information, knowledge, and belief based on reasonable inquiry, (1) neither I, Anchin, nor any partner, manager, director, or staff of Anchin that is anticipated to provide the services for which Anchin is to be retained (the “**Anchin Engagement Parties**”) holds any interest adverse to the Debtors with respect to the matters on which Anchin is to be retained in the above-captioned chapter 11 cases, and (2) Anchin and the Anchin Engagement Parties have no relationship to the Debtors, their significant creditors, certain other parties-in-interest herein, or to the attorneys that are known to be assisting the Debtors in the chapter 11 cases, except as stated herein or on any attachment hereto.

12. From time to time, Anchin may have provided or may currently provide services and likely will continue to provide services, to certain creditors of the Debtors and various other parties potentially adverse to the Debtors in matters unrelated to the chapter 11 cases except as set forth herein or in the attachments hereto.

13. In connection with Anchin's retention by the Debtors in the chapter 11 cases, Anchin undertook a search to determine, and to disclose, whether it is or has been employed by or has other relationships with the Debtors or their affiliates, subsidiaries, directors or officers, or any of the Debtors' significant creditors, customers, equity security holders, professionals, or other entities with significant relationships with the Debtors identified on a schedule provided to Anchin. Specifically, Anchin obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties-in-interest in the chapter 11 cases. To check upon and disclose possible relationships with significant parties-in-interest in the chapter 11 cases, Anchin researched its client databases and performed reasonable due diligence to determine whether it or its affiliates had any relationships with the Debtors or their affiliates, subsidiaries, directors or officers, or any of the Debtors' significant creditors, equity security holders, professionals, or other such entities with significant relationships with the Debtors.

14. Except as set forth herein or in the attachments hereto, Anchin and its affiliates have or may have provided professional services to or may currently provide professional services to, and may in the future provide professional services in matters unrelated to the chapter 11 cases to certain of the Debtors' potential parties-in-interest. Additionally, certain of these potential parties-in-interest have or may have provided goods or services to or may currently provide goods or services to, and may in the future provide goods or services to, Anchin or its affiliates and the Anchin Engagement Parties in matters unrelated to the chapter 11 cases.

15. Despite the efforts described above to identify and disclose Anchin's connections with the potential parties-in-interest in the chapter 11 cases, because Anchin is a

large firm, and because the Debtors are a large enterprise, Anchin is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if Anchin discovers additional material information that it determines requires disclosure, it will file a supplemental disclosure promptly with the Court.

16. Furthermore, I am not related or connected to and, to the best of my knowledge and information, none of the members of the Anchin Engagement Partners/Principals/Directors is related or connected to any judge of the United States Bankruptcy Court for the District of Delaware or the office of the United States Trustee or to any employee in the office thereof.

17. Except as may be disclosed herein, to the best of my knowledge, Anchin and the Anchin Engagement Parties do not hold or represent any interests adverse to the Debtors, and I believe that Anchin and the Anchin Engagement Parties are “disinterested persons” as that term is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code.

18. Anchin has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

19. The facts set forth in the Application are true and correct to the best of my knowledge, information, and belief.

Dated: June 29, 2016

By: /s/ Anthony M. Bracco
Anthony M. Bracco
Practice Leader
Anchin, Block & Anchin LLP