

EXHIBIT I

Bidding Procedures 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 (I) SCHEDULING A HEARING TO CONSIDER APPROVAL OF THE SALE OF THE PROPERTY LOCATED AT 23-25, 35 AND 37 ATLANTIC ST., STAMFORD, CONNECTICUT, (II) APPROVING CERTAIN BIDDING PROCEDURES AND THE FORM AND MANNER OF NOTICE THEREOF, AND
(III) GRANTING RELATED RELIEF**

Upon consideration of the motion [Docket No. __] (the “**Motion**”),² dated January 4, 2017, filed by Seaboard Hotel LTS Associates, LLC (“**LTS**” or “**Seller**”), one of the debtors and debtors in possession in the above-captioned cases (the “**Debtors**”), for entry of

- (A) an order, (i) scheduling a hearing (the “**Sale Hearing**”) on approval of the sale (the “**Sale**”) of the property located at 23-25, 35 and 37 Atlantic St., Stamford, Connecticut, which was an under-construction hotel project as of the date LTS commenced its Chapter 11 case and remains unfinished as of the date hereof (together with all of the personal property owned by LTS located at the site of the hotel project, the “**Property**”) free and clear of all claims, liens and other encumbrances, (ii) authorizing and approving certain proposed bidding procedures for the Sale in the form attached hereto as **Exhibit A** (collectively, the

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 but not defined herein shall have the meaning ascribed to them in the Motion or Bidding Procedures, as applicable.

“**Bidding Procedures**”) and the form and manner of notice thereof; and (iii) granting related relief, and

- (B) an order (the “**Sale Order**”), (i) authorizing and approving Seller’s entry into a letter agreement with the Successful Bidder; (ii) authorizing and approving the Sale of the Property, free and clear of all claims, liens and other encumbrances; and (iii) granting related relief;

And due and proper notice of the Motion having been given as provided in the Motion; and it appearing that no other or further notice need be provided; and the Bidding Procedures Hearing (as defined below) having been held; and all of the proceedings had before the Court; and the Court having reviewed the Motion; and the Court having found and determined that the relief sought in the Motion and set forth herein is in the best interests of the LTS, its estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order.

B. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), Rules 2002, 6004, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6004-1 of the

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”).

D. In the Motion and at the hearing on the Motion (the “**Bidding Procedures Hearing**”), LTS demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 2002 and all other interested parties.

E. The Sale Notice (as defined below) is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of this Order, the Bidding Procedures, the Auction, the Sale, and the Sale Hearing, and any and all objection deadlines related thereto, and no other or further notice is required of the foregoing.

F. The Bidding Procedures are fair, reasonable, and appropriate and are designed to maximize recovery with respect to the Sale.

G. Entry of this Order is in the best interests of LTS, its estates and creditors, and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Those portions of the Motion seeking approval of (a) the Bidding Procedures, (b) the date, time and place of the Auction and Sale Hearing, and (c) the noticing and objection procedures related to each of the foregoing, including, without limitation, the Sale Notice, substantially in the form attached hereto as **Exhibit B** (the “**Sale Notice**”), are hereby GRANTED.

2. Any objections to the relief granted by this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

Approval of Bidding Procedures; Auction

3. The Bidding Procedures are hereby approved. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being this Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order. LTS is hereby authorized to conduct the Auction of the Property pursuant to the terms of the Bidding Procedures and this Order. The Bidding Procedures shall govern the actions of the Potential Bidders and the Qualifying Bidders, as well as the conduct of the Auction.

4. A Qualifying Bidder that desires to make a bid shall deliver a written and electronic copy of its bid in both PDF and MS-WORD format to the Notice Parties (as identified in Section 14 of the Bidding Procedures) so as to be received on or before **[March 9, 2017] at 5:00 p.m. (ET)** (the "**Bid Deadline**"); *provided* that LTS may extend the Bid Deadline without further order of the Court, after consulting with the applicable Consultation Parties. Any party that does not submit a bid by the Bid Deadline will not be allowed to: (a) submit any offer after the Bid Deadline or (b) participate as a bidder in the Auction. Notwithstanding the foregoing or any other provision in this Order or the Bidding Procedures, Israel Discount Bank of New York ("**IDB**") (or its designee) shall not be required to submit a Letter Agreement or any further documentation in connection with the Bidding Procedures.

5. All Qualifying Bidders submitting a Qualifying Bid are deemed to have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Auction and the terms and conditions of the sale or transfer of the Property.

6. In the event that LTS timely receives two or more Qualifying Bids for the Property, LTS shall conduct the Auction. If there is only one Qualifying Bid submitted for the Property by the Bid Deadline, LTS shall (i) deem that bid the Successful Bid, (ii) cancel the Auction, and (iii) request at the Sale Hearing that this Court approve the Sale of the Property to the bidder submitting the sole Qualifying Bid. If there are no Qualifying Bids for the Property, then LTS shall immediately submit a certification of counsel stating that no Qualifying Bids were timely received and requesting entry of a Sale Order, substantially in the form included as an attachment to the Bidding Procedures (but conformed as applicable to reflect the transfer of the Property to Israel Discount Bank of New York (“**IDB**”)), approving the transfer of the Property to IDB (or its designee), as the Buyer, without the conduct of a Sale Hearing, all as contemplated by and in accordance with paragraph 3(g) of the LTS-IDB Agreement, including but not limited to (a) all of the “Buyer” protections set forth in the Sale Order such that the transfer of the Property to IDB or its assignee is free and clear of all Claims and Interests (as those terms are defined in the Sale Order), and (b) that IDB or its assignee shall have no obligations with respect to any liabilities of LTS unless otherwise provided in the LTS-IDB Agreement (as defined in the Bidding Procedures); *provided* that, in the event that paragraph 3(g) of the LTS-IDB Agreement is applicable, IDB (or its designee) shall be deemed to have credit bid \$15,750,000 for the Property.

7. The Auction shall be held at the offices of Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware, 19801, beginning at **10:00 a.m.**

(prevailing Eastern Time) on [March 13, 2017]. Each Auction Bidder (as defined in the Bidding Procedures) shall confirm in writing that: (a) it has not engaged in any collusion with respect to the submission of any bid, the bidding, or the Auction and (b) its Qualifying Bid is a good faith *bona fide* offer that it intends to consummate if selected as a Successful Bidder. All proceedings at the Auction shall be transcribed.

8. LTS, in consultation with the COnsultation Parties, shall have the right as it may reasonably determine to be in the best interests of its estates to carry out the Bidding Procedures, including, without limitation, to: (a) determine which bidders are Qualifying Bidders; (b) determine which bids are Qualifying Bids; (c) determine which Qualifying Bid is a Baseline Bid (as defined in the Bidding Procedures); (d) subject to the terms of the Bidding Procedures, determine which bids are the Successful Bid; (e) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (iii) contrary to the best interests of LTS and its estates; (f) adjourn or cancel the Auction and/or the Sale Hearing in open court without further notice or as provided in this Order and in the Bidding Procedures; (g) modify the Bidding Procedures consistent with its fiduciary duties and the Bankruptcy Code; and (h) withdraw the Motion at any time with or without prejudice.

9. Within twenty-four (24) hours of concluding the Auction, LTS shall file with the Court a notice identifying the Successful Bidder and including a summary of the Successful Bid (or attaching the documentation for the Successful Bid) (the “**Notice of Successful Bidder**”).

10. In the event a Successful Bidder is selected pursuant to the Bidding Procedures and the Sale to the Successful Bidder occurs, the proceeds of the Sale shall promptly

be paid to IDB or its assignee at closing in full and complete satisfaction of the Interests and Claims held by IDB or its assignee with respect to the Property.

Sale Hearing and Objections to the Sale

11. The Sale Hearing shall be held in this Court on **[March 15, 2017 at 10:00 a.m.] (ET)**, unless otherwise determined by this Court. LTS may adjourn or reschedule the Sale Hearing either by: (a) an announcement of such adjournment at the Sale Hearing or at the Auction or (b) the filing of a notice of adjournment with the Court prior to the commencement of the Sale Hearing.

12. Any objections to the Sale or the relief requested in connection with the Sale (a “**Sale Objection**”) must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Bankruptcy Rules; (c) set forth the specific basis for the Sale Objection; (d) be filed with the Clerk of this Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, **on or before 4:00 p.m. (ET) on [March 8, 2017]** (the “**Sale Objection Deadline**”); and (e) be served, so as to be actually received on or before the Sale Objection Deadline, upon the Notice Parties; *provided* that solely with respect to an objection to the conduct of the Auction, the designation of any Successful Bidder or Bid, and the terms (including price) of any Successful Bid (an “**Auction Objection**”), the deadline to file an Auction Objection shall be **4:00 p.m. (ET) on [March 14, 2017]** (the “**Auction Objection Deadline**”). If a Sale Objection or Auction Objection is not filed and served on or before the Sale Objection Deadline or Auction Objection Deadline, as applicable, in accordance with the foregoing requirements, the objecting party shall be barred from objecting to the Sale and shall not be heard at the Sale Hearing, and this Court may enter the Sale Order without further notice to such party.

13. Failure to file a Sale Objection on or before the Sale Objection Deadline and failure to file an Auction Objection on or before the Auction Objection Deadline (a) shall forever bar the assertion, whether at any Sale Hearing or thereafter, of any objection to the Motion, to entry of the Sale Order, and/or to the consummation and performance of the Sale, and (b) for purposes of section 363(f) of the Bankruptcy Code, shall be deemed to be “consent” to entry of the Sale Order and consummation of the Sale and all transactions related thereto.

14. LTS shall have until [**March 15, 2017 at 8:00 a.m. (ET)**] to file and serve a reply to any objection filed in connection with the Sale, including any Sale Objection or Auction Objection.

Form and Manner of Notice of Sale and Sale Hearing

15. The Sale Notice, the Assumption Notice, the Notice of Successful Bidder, the Bidding Procedures, the Auction, the Sale Hearing, and the Assumption and Assignment Procedures and the objection periods associated with each of the foregoing are reasonably calculated to provide sufficient and effective notice to any affected party and to afford the affected party the opportunity to exercise any rights affected by the Motion as it relates to the Bidding Procedures, Auction, the Sale, the Sale Hearing, and the assumption and assignment of the Assumed Contracts pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006, and such notices and objection periods are hereby approved.

16. Within three (3) days of entry of the Bidding Procedures Order, LTS will cause the Sale Notice to be served by first class mail on: (A) the U.S. Trustee; (B) counsel to any official committee appointed for LTS; (C) all parties known by LTS to assert a lien on the Property; (D) all creditors that (i) have filed a proof of claim against LTS, or (ii) are identified in the schedules of assets and liabilities filed by LTS; (E) the Office of the United States Attorney

for the District of Delaware; (F) the state Attorney General and Secretary of State for the states of Delaware and Connecticut; (G) all taxing authorities having jurisdiction over the Property or LTS, including the Internal Revenue Service; (H) all environmental authorities having jurisdiction over the Property, including the Environmental Protection Agency; (I) the Securities and Exchange Commission; and (J) all other parties that have filed a notice of appearance and demand for service of papers in these chapter 11 cases as of the date of service (collectively, the “**Sale Notice Parties**”). In addition, LTS will serve the Sale Notice on all of the Debtors’ known investors and equity holders (for whom identifying information and addresses are available to the Debtors).

17. LTS shall also post the Sale Notice and the Bidding Procedures Order on the website of its claims and noticing agent at <http://donlinrecano.com/nca>.

Marketing Process

18. As soon as reasonably practicable after entry of the Bidding Procedures Order, LTS shall deliver a copy of the Sale Notice and the Bidding Procedures, by electronic mail or first class mail, to (A) any party that has contacted LTS since the Petition Date to express a *bona fide* interest in acquiring the Property (as determined by LTS in its sole and absolute discretion), (B) all parties that executed confidentiality or non-disclosure agreements with the Debtors during the marketing process conducted pursuant to the Court’s order entered in these cases on April 29, 2016 [Docket No. 611], and (C) any party that has contacted IDB to express a *bona fide* interest in acquiring the Property or the indebtedness held by IDB with respect to the Property, which parties shall be promptly identified to LTS (with contact information) by IDB after entry of the Bidding Procedures Order.

19. In accordance with Paragraph 5 of the LTS-IDB Agreement, at IDB's sole direction and consent, LTS shall publish the sale notice (or any other form of notice that is mutually acceptable to IDB and LTS and is reasonably calculated to provide the Sale-related information contained in the Sale Notice) in any publication directed by IDB, subject to IDB providing advance funding to LTS for, or directly paying the expenses of, such publication

Miscellaneous

20. LTS is authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

21. Nothing in this order shall modify or limit the rights provided to any party as set forth in any order authorizing LTS's use of cash collateral.

22. Prior to mailing the Sale Notice, LTS may fill in, or cause to be filled in, any missing dates and other information, correct any typographical errors, conform the provisions thereof to the provisions of this Order, and make such other, non-material changes as LTS deems necessary or appropriate.

23. All persons or entities that participate in the bidding process shall be deemed to have knowingly and voluntarily: (a) consented to the entry of a final order by this Court in connection with the Motion or this Order (including any disputes relating to the bidding process, the Auction and/or any Sale) to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution and (b) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

24. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h) or 6006(d) or any other provision of the

Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules is expressly waived. LTS is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their sole discretion and without further delay, take any action and perform any act authorized or approved under this Order.

25. The requirements set forth in Local Bankruptcy Rules 6004-1, 9006-1 and 9013-1 are hereby satisfied or waived.

26. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

Dated: January _____, 2017
Wilmington, Delaware

Laurie Selber Silverstein
United States Bankruptcy Judge

Exhibit A to Bidding Procedures Order

Bidding Procedures

BIDDING PROCEDURES

On December 13 and 14, 2015, and February 3 and 4 and March 17, 2016, Newbury Common Associates, LLC and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

On January [25], 2017, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered an order [Docket No. ___] (the “**Bidding Procedures Order**”), which, among other things, authorized Seaboard Hotel LTS Associates, LLC (“**LTS**”), one of the Debtors, to solicit bids and approved these procedures (collectively, the “**Bidding Procedures**”) to be employed by LTS in connection with the proposed sale (the “**Sale**”) of the property located at 23-25, 35 and 37 Atlantic St., Stamford, Connecticut, which was an under-construction hotel project as of the date LTS commenced its Chapter 11 case and remains unfinished as of the date hereof (together with all of the personal property owned by LTS located at the site of the hotel project, the “**Property**”), free and clear of all liens, claims, encumbrances, and other interests (collectively, the “**Encumbrances**”), on an AS-IS, WHERE-IS with ALL FAULTS basis. LTS is not transferring or assigning the Residence Inn by Marriott franchise agreement associated with the Property.

ANY PARTY INTERESTED IN BIDDING ON THE PROPERTY SHOULD CONTACT:

- (A) **LTS’s Chief Restructuring Officer, Marc Beilinson (Phone: 310 990-2990; Mbeilinson@Beilinsonpartners; and/or**
- (B) **LTS’s Counsel, Robert S. Brady (Phone: 302-571-6690; Email: rbrady@ycst.com), Sean T. Greecher (Phone: 302-571-6558; Email: sgreecher@ycst.com), and Ryan M. Bartley (Phone: 302-571-5007; Email: rbartley@ycst.com).**

Summary of Important Dates

Mailing of Notice of Auction and Sale	[January 28, 2017]
Deadline to object to Sale	[March 8, 2017] at 4:00 p.m. (ET)
Bid Deadline	[March 9, 2017] at 5:00 p.m. (ET)
Auction commences	[March 13, 2017] at 10:00 a.m. (ET)
Deadline to object to conduct of Auction and designation of Successful Bidder	[March 14, 2017] at 4:00 p.m. (ET)
Sale Hearing	[March 15, 2017]
Outside Closing Date	[March 22, 2017] at 5:00 p.m. (ET) (5 Business Days after entry of Sale Order)

1. Assets to be Sold

LTS is selling the Property and only the Property. Bids shall be for the entirety of the Property. No cash, cash equivalents, or causes of action of LTS, including avoidance actions under chapter 5 of the Bankruptcy Code or similar state law, are being sold under these Bidding Procedures.

2. Participation Requirements

Any party that wishes to participate in the bidding process for the Property (a “**Potential Bidder**”) must be a “**Qualifying Bidder.**” To become a Qualifying Bidder, Potential Bidders must submit sufficient information, as determined by LTS, to allow it, after consultation with the Consultation Parties, to determine that the interested party has, or can obtain, the financial wherewithal and any required internal corporate, legal or other authorizations to close a transaction for the Property, which may include, but not be limited to, current audited financial statements of the interested party (or such other form of financial disclosure acceptable to LTS in its discretion).

Parties may be qualified as a Qualifying Bidder up to the Bid Deadline (*i.e.*, **[March 9], 2017 at 5:00 p.m. (ET)**), but **parties interested in submitting a bid for the Property are encouraged to qualify as soon as possible because the Bidding Procedures do not permit any due diligence conditions in Qualifying Bids.**

To the extent that a bid is proposed by a group or committee to which Bankruptcy Rule 2019 applies, such parties must promptly file the statement required by such rule as a condition to becoming a Qualifying Bidder.

3. Bankruptcy Court Jurisdiction

In conjunction with any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction (as defined below), the acts or omissions of LTS, and its respective representatives and advisors, and/or the construction and enforcement of the contemplated transaction documents of such parties, any Potential Bidders and Qualifying Bidders shall: (a) be deemed to have waived any right to a jury trial and consented and submitted to the exclusive jurisdiction of the Court, (b) bring any such action or proceeding in the Court, and (c) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

4. Due Diligence

LTS will provide any Qualifying Bidder with reasonable access to the Property (at times reasonably determined by LTS, including so as to coordinate visits among multiple visiting bidders) and any other additional information in LTS’s possession that LTS believes to be reasonable and appropriate under the circumstances. All due diligence requests shall be directed to:

- (a) LTS, Marc Beilinson (Phone: 310-990-2990; mbeilinson@beilinsonpartners), or Mark Murphy (Phone: _____; mmurphy@beilinsonadvisorygroup.com); and/or
- (b) Counsel to LTS, Robert S. Brady (Phone: 302-571-6690; Email: rbrady@ycst.com), Sean T. Greecher (Phone: 302-571-6558; Email: sgreecher@ycst.com), and Ryan M. Bartley (Phone: 302-571-5007; Email: rbartley@ycst.com).

Depending on the nature of any information requested, LTS may condition delivery of such information upon the party executing an appropriate confidentiality agreement. All due diligence materials provided to Potential Bidders and Qualifying Bidders shall be subject to the limitations on use and disclosure included in any confidentiality agreement entered into pursuant to the Bidding Procedures.

The due diligence period shall end at the Bid Deadline. LTS may, but shall not be obligated to, in its sole discretion, furnish any due diligence information after the Bid Deadline.

5. Bid Requirements

To be deemed a “**Qualifying Bid**,” a bid must be received from a Qualifying Bidder on or before the Bid Deadline and must satisfy each of the following requirements (each, a “**Bid Requirement**”):

- (a) include a binding letter of intent to purchase the Property in the form attached hereto as Exhibit 1 (a “**Letter Agreement**”). The Letter Agreement shall be substantively the same as attached hereto as Exhibit 1, and shall expressly include the following:
 - i. execution versions of the Quitclaim Deed and Bill of Sale (as defined in and in the forms included with Exhibit A);
 - ii. the proposed Sale Order (as defined in and in the forms included with Exhibit A);
 - iii. full disclosure of the identity of the bidder and whether such party is an insider (as defined in section 101 of the Bankruptcy Code) of any Debtor, and along with the contact information of the specific person(s) whom LTS or its advisors should contact in the event that they have any questions or wish to discuss the bid submitted by the bidder;
 - iv. the purchase price to be paid in the Sale, which shall be in the form of cash and shall be no less than fifteen million seven hundred fifty thousand (\$15,750,000) dollars;
 - v. a provision obligating the bidder to pay one hundred percent (100%) of any and all state and local real estate conveyance taxes or similar taxes and any similar third party charges which may be payable by reason of the

sale of the Property, the recordation of the Quitclaim Deed, and/or the consummation of the Sale;

- vi. a commitment to close the Sale not more than five (5) business days after the entry of an order approving the Sale; and
 - vii. no inclusion of representations and warranties by LTS and or deviations from the limitations, exclusions and conditions (and limitations thereon) included in the form of Letter Agreement attached hereto as Exhibit 1, other than those that would make the transaction less onerous on LTS;
- (b) include redlined versions of each document submitted with the bid against the versions attached hereto as Exhibit 1;
 - (c) not request or entitle such Qualifying Bidder to any break-up fee, termination fee, expense reimbursement or similar type of fee or payment;
 - (d) not contain any contingencies of any kind, including, without limitation, contingencies related to financing, internal approval or due diligence;
 - (e) include written evidence of authorization and approval from the Qualifying Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Letter Agreement;
 - (f) subject to Section 7 of the Bidding Procedures, provide a good faith cash deposit (the "**Deposit**") in an amount equal to ten percent (10%) of the purchase price to be paid under the proposed Letter Agreement; and
 - (g) provide for liquidated damages in the event of the Qualifying Bidder's breach of, or failure to perform under, the Letter Agreement equal to the amount of the Deposit.

Subject to the next sentence, a bid from a Qualifying Bidder satisfying all of the above requirements, as determined by LTS, in consultation with the Consultation Parties, shall constitute a Qualifying Bid. LTS both reserves the right and is authorized to work with any Qualifying Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed a Qualifying Bid.

Each Qualifying Bidder submitting a bid shall be deemed to: (a) acknowledge and represent that it is bound by all of the terms and conditions of the Bidding Procedures; and (b) have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its bid, the Bidding Procedures, and the Sale.

6. Credit Bidding

Except where a secured claim has been allowed by an order of the Court entered prior to the Bid Deadline, no party shall be entitled to submit a credit bid pursuant to these Bidding

Procedures. For the avoidance of doubt, nothing set forth in these Bidding Procedures shall modify or limit the rights and obligations of Israel Discount Bank of New York (“**IDB**”) (or IDB’s designee) to acquire the Property under paragraph 3(g) of that certain Letter Agreement by and between LTS and IDB dated as of October 27, 2016 (the “**LTS-IDB Agreement**”). In the event that paragraph 3(g) of the LTS-IDB Agreement is applicable, IDB (or its designee) shall be deemed to have credit bid \$15,750,000 for the Property.

7. Bid Deadline

A Qualifying Bidder that desires to make a bid shall deliver a written and electronic copy of its bid in both PDF and MS-WORD format to the Notice Parties so as to be received on or before **March 9, 2017 at 5:00 p.m. (ET)** (the “**Bid Deadline**”). All parties wishing to submit a Qualifying Bid shall submit the bid materials required by Section 5 (including the **executed** Letter Agreement and a certified check or wire transfer for the Deposit amount) to: Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, Delaware, 19801, Attention: Robert S. Brady (rbrady@ycst.com), Sean T. Greecher (sgreecher@ycst.com), and Ryan M. Bartley (rbartley@ycst.com).

Any party that does not submit a bid by the Bid Deadline will not be allowed to (a) submit any offer after the Bid Deadline, or (b) participate in the Auction. Consistent with the terms of any confidentiality agreements executed by them, all Potential Bidders and Qualifying Bidders shall maintain as confidential, up until the Auction, the fact that they have submitted a bid and the terms and conditions of such bid.

8. Evaluation of Qualifying Bids

LTS will deliver copies of all bids from Qualifying Bidders to the Consultation Parties promptly after expiration of the Bid Deadline. LTS, in consultation with the Consultation Parties, shall make a determination regarding whether a timely submitted bid from a Qualifying Bidder is a Qualifying Bid and shall determine which of the Qualifying Bids, at such time, is the highest and best bid for purposes of constituting the opening bid of the Auction (the “**Baseline Bid**” and the Qualifying Bidder submitting the Baseline Bid, the “**Baseline Bidder**”). LTS shall notify all Qualifying Bidders whether their bids have been determined to be a Qualifying Bid and what the purchase price is for the Baseline Bid within one (1) business day of the expiration of the Bid Deadline.

9. Only One Qualifying Bid

If only one Qualifying Bid is submitted on or before the Bid Deadline, LTS shall not hold an Auction, the sole Qualifying Bid shall be deemed the Successful Bid, and LTS shall request at the Sale Hearing (as defined in the Bidding Procedures Order) that the Court approve a Sale pursuant to the Letter Agreement from that Qualifying Bidder.

10. Auction

In the event that LTS timely receives more than one Qualifying Bid, LTS shall conduct an auction (the “**Auction**”). Following the Auction, LTS will determine, in consultation with the

Consultation Parties, which bid submitted at the Auction is the Successful Bid (as defined below). If an Auction is held, the Successful Bid will be subject to approval by the Court.

The Auction shall be governed by the following procedures:

- (a) the Auction shall be held on **[March 13], 2017 at 10:00 a.m. (ET)** (the “**Auction Date**”) at the offices of Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, Delaware 19801;
- (b) only Qualifying Bidders with Qualifying Bids (together, the “**Auction Bidders**”) shall be entitled to make any subsequent bids at the Auction;
- (c) the Auction Bidders shall appear in person at the Auction, or through a duly authorized representative. In the event that a Qualifying Bidder becomes a Successful Bidder, then whomever is attending the Auction on behalf of a Qualifying Bidder must have the authority, immediately after the conclusion of the Auction, to complete and execute all agreements, contracts, instruments and other documents, or amendments to its initial Qualifying Bid, evidencing and containing the terms and conditions upon which the Successful Bid was made;
- (d) only LTS, the Auction Bidders, the Consultation Parties, and all creditors of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction. **LTS requests that parties who intend to attend the Auction provide counsel for the Debtors at least one (1) day’s written notice of their intent to attend the Auction so that LTS can make appropriate arrangements;**
- (e) LTS and its professional advisors shall direct and preside over the Auction, which shall be transcribed;
- (f) the Auction Bidders shall confirm that they have not engaged in any collusion with respect to the Bidding Procedures, the Auction, or the Sale;
- (g) bidding on the Property shall commence at the amount of the Baseline Bid, and the Auction Bidders may submit successive bids by increasing their Purchase Price by at least the greater of \$157,500 and 1% of the Baseline Bid, provided that LTS retains the right to modify the bid increment requirements at the Auction;
- (h) the Auction may include individual negotiations between LTS and any of the Auction Bidders, but all bids shall be made on the record and in the presence of all of the Auction Bidders;
- (i) all material terms of the bid that is deemed to be the highest and best bid for each round of bidding shall be fully disclosed to the Auction Bidders, and LTS shall use reasonable efforts to clarify any and all questions that the Auction Bidders may have regarding LTS’s announcement of the then-current highest and best bid;

- (j) LTS and its professional advisors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (*e.g.*, the amount of time allotted to make subsequent bids) for conducting the Auction, *provided* that such rules are (i) not inconsistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, or the Bidding Procedures Order, and (ii) disclosed to the Auction Bidders;
- (k) the Auction Bidders shall have the right to make additional modifications to their Letter Agreement in conjunction with each Qualifying Bid submitted in each round of bidding during the Auction, provided that (i) any such modifications on an aggregate basis and viewed in whole, shall not, in LTS's discretion, in consultation with the Consultation Parties, be less favorable than the terms of any Qualifying Bid that was announced as the then-current highest and best bid for the Property, and (ii) each Qualifying Bid (unless superseded by a subsequent Qualifying Bid at the Auction) shall constitute an irrevocable offer and shall be binding on the Auction Bidder submitting such bid until the conclusion of the Sale Hearing, unless such bid is selected as a Successful Bid, which shall remain binding as provided for herein;
- (l) LTS shall have the right to request any additional financial information that will allow it to make a reasonable determination as to an Auction Bidder's financial and other capabilities to consummate the transactions contemplated by the Letter Agreement, as may be amended during the Auction, and any further information that LTS may believe is reasonably necessary to clarify and evaluate any bid made by an Auction Bidder during the Auction;
- (m) upon the conclusion of the Auction, LTS shall determine, in consultation with the Consultation Parties, and subject to Court approval, the Qualifying Bid for the Property that is the highest and best from among the bids submitted at the Auction (the "**Successful Bid**"). The bidder submitting the Successful Bid shall be the "**Successful Bidder**" and shall have such rights and responsibilities of the "Buyer" as set forth in its Letter Agreement. Within one business day after the conclusion of the Auction, the Successful Bidder shall deliver an additional Deposit payment so that such bidder's total Deposit amount equals 10% of the cash amount of the Purchase Price in the Successful Bid; and
- (n) immediately after the conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments and other documents, or amendments to its initial Qualifying Bid, evidencing and containing the terms and conditions upon which the Successful Bid was made.

THE SUCCESSFUL BID SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE SUCCESSFUL BIDDER FROM THE TIME THE BID IS SUBMITTED UNTIL THE CLOSE OF BUSINESS ON THE FIFTH (5TH) BUSINESS DAY AFTER THE COURT HAS ENTERED AN ORDER APPROVING THE SUCCESSFUL BID. EACH QUALIFYING BID THAT IS

NOT THE SUCCESSFUL BID SHALL BE IRREVOCABLE UNTIL THE CONCLUSION OF THE SALE HEARING, AT WHICH POINT IT SHALL BE DEEMED WITHDRAWN AND TERMINATED.

11. Sale Hearing

The Sale Hearing to approve the Successful Bid shall take place on **March 15, 2017 at 10:00 a.m. (ET)**. The Sale Hearing may be adjourned by LTS from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice on the docket of the jointly-administered chapter 11 cases. If No Qualifying Bids are submitted, a Sale Hearing will not be held.

12. No Successful Bid/Qualifying Bid

In the event that either (i) no Qualified Bid is submitted or (ii) a Successful Bidder is selected pursuant to the Bidding Procedures and the Sale to the Successful Bidder does not close, then LTS shall immediately proceed to transfer the Property to IDB (or its designee) on the terms and conditions set forth in in paragraph 3(g) of the LTS-IDB Agreement.

13. Return of Deposits

All Deposits shall be returned to each bidder not selected by LTS as a Successful Bidder no later than five (5) business days following the conclusion of the Auction. If the Successful Bidder fails to consummate the Sale because of (i) a breach or failure to perform on the part of the Successful Bidder, or (ii) the termination of the applicable Letter Agreement as a result of the Closing failing to occur other than as a result of LTS' failure to meet the conditions set forth in Section (g) of the Letter Agreement, then IDB shall be entitled to receive and retain the Deposit of the Successful Bidder, which shall constitute liquidated damages for such breach or failure to perform.

14. Notice and Consultation Parties

- (a) The term “**Notice Parties**” as used in these Bidding Procedures shall mean, with respect to a Property:
- i. LTS, care of Marc Beilinson, Email: mbeilinson@beilinsonpartners.com;
 - ii. counsel to LTS, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Robert S. Brady, Sean T. Greecher and Ryan M. Bartley) and Email: RBrady@ycst.com, SGreecher@ycst.com, and RBartley@ycst.com;
 - iii. counsel to any official committee appointed in LTS's case as of the applicable date; and
 - iv. IDB or its assignee, c/o its counsel to be designated prior to the Bid Deadline.

- (b) The term “**Consultation Parties**” as used in these Bidding Procedures shall mean: (i) counsel to any official committee appointed in LTS’s case as of the applicable date and (ii) any party holding a pre-petition mortgage on the Property.

For the avoidance of doubt, any consultation rights provided to the Consultation Parties by these Bidding Procedures shall not limit LTS’s discretion in any way and shall not include the right to veto any decision made by LTS in the exercise of its business judgment.

In the event that any Consultation Party, any member of an official committee or an affiliate of any of the foregoing submits a bid that is a Qualifying Bid, any obligation of LTS to consult with the bidding party established under these Bidding Procedures will be waived, discharged and released without further action; provided that the bidding party will have the same rights as any other Qualifying Bidder set forth above. In the event that a Consultation Party submits a credit bid (other than IDB’s rights under paragraph 3(g) of the LTS-IDB Agreement), any obligation of LTS to consult with the bidding party established under these Bidding Procedures will be waived, discharged and released without further action; provided, however, that in the event subsequent bids for the subject Property or Properties are received and the bidding party affirmatively abandons its right to make further bids, such party’s consultation rights will be reinstated.

If a member of an official committee submits a Qualifying Bid, such committee will continue to have consultation rights as set forth in these Bidding Procedures; provided that the committee shall exclude such member from any discussions or deliberations regarding the sale of the Property and shall not provide any information regarding the sale of the Property to such member.

15. Reservation of Rights

Notwithstanding any of the foregoing, but subject to the terms of the LTS-IDB Agreement, LTS and its estate reserve the right to, after consultation with the Consultation Parties, modify these Bidding Procedures at or prior to the Auction, including, without limitation, to extend the deadlines set forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to any or all potential bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all Potential Bidders, adjourn or cancel the Auction at or prior to the Auction, and adjourn the Sale Hearing.

16. Buyer’s Brokers/Indemnity

Each Potential Bidder or Qualifying Bidder warrants and represents that it is a principal acting on its own behalf, and not as a broker, finder, or agent acting on another’s behalf. Each Potential Bidder or Qualifying Bidder understands that LTS and its respective representatives have not agreed to pay any brokerage commissions, finder’s fee or other compensation in connection with a Potential Bidder’s or Qualifying Bidder’s possible purchase. If a Potential Bidder or Qualifying Bidder is working with a broker or finder other than Broker, such Potential Bidder or Qualifying Bidder must disclose that relationship to LTS and agree that such Potential Bidder or Qualifying Bidder shall be responsible for the payment of any fees, if any, to such

broker or finder. Each Potential Bidder or Qualifying Bidder acknowledges that it will not look to LTS and its respective representatives for the payment of any fee or commission. In addition, each Potential Bidder or Qualifying Bidder shall be responsible for the payment of any fee, commission or other compensation payable to any broker, finder or agent related to such Potential Bidder or Qualifying Bidder, and each Potential Bidder or Qualifying Bidder hereby agrees to indemnify, defend and hold LTS and its respective representatives harmless from and against any and all claims, damages, losses and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any such claims made by third-party brokers on account of or related to such Potential Bidder or Qualifying Bidder.

17. Disclaimer

By submitting a bid, each Potential Bidder and Qualifying Bidder agrees to and acknowledges the following terms and conditions with respect to any information received from LTS related to the Property ("**Information**"):

- (a) The Property is being offered AS-IS, WHERE-IS, with ALL FAULTS.
- (b) The Information has been prepared:
 - i. for informational purposes only;
 - ii. from materials supplied by local municipalities and other sources commonly accepted as reliable sources for such type of Information; and
 - iii. to assist Potential Bidders and Qualifying Bidders in making their own evaluation of the offering and does not purport to be all-inclusive or to contain all of the information that interested parties may desire. LTS and the respective officers, directors, employees, affiliates, agents, advisors and representatives (collectively, "**Representatives**") of LTS have not assumed responsibility for independent verification of any of the information contained therein and have not in fact in any way audited such Information. In all cases, Potential Bidders and Qualifying Bidders should conduct their own investigation and analysis of the offering, conduct site inspections, and scrutinize the Information. Potential Bidders and Qualifying Bidders should engage legal counsel, accountants, engineers, and/or such other professional advisors as Potential Bidders and Qualifying Bidders deem appropriate for evaluating the Property.
- (c) None of the Potential Bidders, Qualifying Bidders and their Representatives are entitled to rely on the accuracy or completeness of the Information.
- (d) Although LTS and its advisors have endeavored for the Information to contain data which they believe to be relevant for the purpose of any Potential Bidder's or Qualifying Bidder's investigation, none of LTS or its Representatives:
 - i. have made or make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether

express or implied or by operation of law or otherwise, with respect to the Property or with respect to the accuracy, reliability or completeness of the Information;

- ii. to the fullest extent permitted by law, shall have any liability whatsoever to Potential Bidders, Qualifying Bidders or their Representatives on any basis (including, without limitation, in contract, tort, under federal, foreign or state securities laws or otherwise) as a result of, relating or pertaining to, or resulting or arising from (i) any Potential Bidder's, any Qualifying Bidder's, or any of their Representative's reliance on the Information, (ii) Potential Bidder's, Qualifying Bidder's, or their Representatives' use or non-use of the Information, or (iii) any alleged acts or omissions of LTS or any of its Representatives, or any errors or omissions in the Information;
 - iii. shall have any liability or responsibility for any decisions made by a Potential Bidder, Qualifying Bidder or any of their Representatives in reliance on any Information;
 - iv. will be under any obligation or duty (express or implied) to make available any Information to any Potential Bidders, any Qualifying Bidders, or any of their Representatives; and
 - v. will be under any duty or obligation (express or implied) to update, supplement, revise or correct any Information disclosed under these Bidding Procedures, regardless of the circumstances.
- (e) No contract or agreement providing for any transaction shall be deemed to exist between a Potential Bidder or Qualifying Bidder and LTS unless and until a Qualifying Bidder and LTS execute and deliver a Letter Agreement that is approved by the Bankruptcy Court, and Potential Bidders and Qualifying Bidders hereby waive, in advance, any claims (including, without limitation, breach of contract) in connection with any transaction unless and until a Potential Bidder or Qualifying Bidder and LTS shall have executed and delivered a Letter Agreement, which has been approved by the Bankruptcy Court. LTS reserves the right, in its discretion, to reject any and all proposals made by any Potential Bidder or Qualifying Bidder with regard to a transaction, and to terminate discussions and negotiations with a Potential Bidder or Qualifying Bidder at any time. Subject to the terms of these Bidding Procedures, LTS shall be free to establish and change any process or procedure with respect to a transaction as LTS in its discretion shall determine (including, without limitation, negotiating with any other interested party and entering into a final definitive agreement relating to a transaction with any other party without prior notice to any Potential Bidder, Qualifying Bidder or any other person).
- (f) LTS and its advisors, individually and collectively, make no representations or warranties regarding the Property.

Exhibit 1 to Bidding Procedures

Form of Letter Agreement

[BIDDER LETTERHEAD]

[DATE]

Seaboard Hotel LTS Associates, LLC
Attn: Marc Beilinson, CRO

Re: Letter Agreement with Respect to Offer to Purchase the Property Located at 23-25, 35 and 37 Atlantic St., Stamford, Connecticut (the "**Letter Agreement**")

Dear Mr. Beilinson:

This Letter Agreement is being submitted by [_____] ("**Buyer**") pursuant to the "**Bidding Procedures**" approved on January [___], 2017 by the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") in the chapter 11 cases of Seaboard Hotel LTS Associates, LLC ("**LTS**" or "**Seller**") and certain of its affiliates (along with all of the affiliated chapter 11 debtors, the "**Debtors**") in the jointly administered under Case No. 15-12507 (LSS) (collectively, the "**Chapter 11 Cases**"). *See* [Docket No. ___].

This Letter Agreement constitutes an offer to purchase the property located at 23-25, 35 and 37 Atlantic St., Stamford, Connecticut, which was an under-construction hotel project as of the date LTS commenced its Chapter 11 case and remains unfinished as of the date hereof (together with all of the personal property owned by LTS located at the site of the hotel project, the "**Property**"), subject to the following conditions:

- (a) The Property shall be conveyed to the Buyer pursuant to the "**Quitclaim Deed**" and "**Bill of Sale**," each in the form attached hereto as Exhibits A and B, respectively, at the "**Closing**," which shall occur once all conditions (i) set forth in Section (f) of this Letter Agreement shall have been satisfied by Buyer or waived by Seller, and (i) set forth in Section (g) of this Letter Agreement shall have been satisfied by Seller or waived by Buyer.
- (b) The purchase price for the Property shall be [_____] (the "**Purchase Price**").
- (c) In addition to payment of the Purchase Price, Buyer will pay one hundred percent (100%) of any and all state and local real estate conveyance taxes or similar taxes and any similar third party charges which may be payable by reason of the sale of the Property, the recordation of the Quitclaim Deed, and/or the consummation of the transfer of the Property to Buyer.
- (d) Buyer [is **OR** is not] an insider (as defined in section 101 of the Bankruptcy Code) of any Debtor.
- (e) BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS, WHERE-IS AND WITH ALL FAULTS KNOWN OR UNKNOWN"

CONDITION AND BASIS, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS REPRESENTATIVES AS TO ANY MATTERS CONCERNING THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE REFLECTS THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

- (f) Seller's conditions to Closing shall be limited to the following:
- i) The Bankruptcy Court shall have entered an order approving the sale of the Property to Buyer pursuant to this Letter Agreement, free and clear of all claims, liens, and other encumbrances (to the maximum extent permitted by section 363(f) of the Bankruptcy Code), in substantially the form attached hereto as Exhibit C (as entered by the Bankruptcy Court, the "**Approval Order**"), and the Approval Order shall not be subject to any stay;
 - ii) Buyer shall have tendered the Purchase Price in good funds to Seller (or to an escrow agent), which shall include the Deposit, which shall be transferred to the Seller at Closing in accordance with Section (k) hereof; and
 - iii) Buyer shall have executed and delivered the Bill of Sale to Seller (or to an escrow agent) in the form attached hereto.
- (g) Buyer's conditions to Closing shall be limited to the following:
- i) The Approval Order shall have been entered and not be subject to any stay; and
 - ii) Seller shall have executed and delivered to Buyer (or to an escrow agent): (A) the Quitclaim Deed in the form attached hereto, (B) the Bill of Sale in the form attached hereto; (C) OP-236 Real Estate Conveyance Tax Return with respect to the Property and this Letter Agreement; (D) a statement under Section 1445 of the Internal Revenue Code with respect to the Property in a form customary for transactions in Stamford, Connecticut (as determined by Seller), and (E) a completed Owners Affidavit in the form attached hereto as Exhibit D.
- (h) As of the Closing, Seller shall make available to the Buyer, in each instance to the extent owned by Seller and in Seller's actual possession, (i) all books and records related to the construction and operation of the Property and (ii) any and all plans and specifications for the improvements on the Property.
- (i) Buyer acknowledges and represents that it (i) has had an opportunity to conduct any and all due diligence regarding the Property, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and other information in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever,

whether express, implied, by operation of law or otherwise, regarding the Property, or the completeness of any documents or other information provided in connection with the Bidding Procedures and the Sale.

(j) This Letter Agreement is accompanied by a deposit in the amount of \$_____ (the “**Deposit**”). The Deposit shall be transferred to Seller at the Closing as part of the Purchase Price. The Deposit shall serve as liquidated damages in the event that (i) Buyer breaches or fails to perform under the Letter Agreement or (ii) if the Approval Order is entered, the Letter Agreement is terminated by either party as a result of the Closing failing to occur other than as a result of the Seller’s failure to meet the conditions set forth in Section (g).

(k) They Buyer may be contacted at:

(l) **[FOR NON-INDIVIDUAL PURCHASERS]** Enclosed with this letter is evidence that Buyer has obtained all [corporate **OR** limited liability company **OR** partnership] authority to enter into this Letter Agreement and consummate the purchase of the Property.

(m) This Letter Agreement may only be modified (i) prior to the Auction, in a writing signed by Buyer, and (ii) after the conclusion of the Auction, in a writing signed by both the Buyer and Seller.

Buyer acknowledges and understands that Seller’s acceptance of this Letter Agreement is subject to approval by the Bankruptcy Court in accordance with the Bidding Procedures. This Letter Agreement is irrevocable and shall remain binding on the Buyer and may not be terminated by Buyer until the Bankruptcy Court concludes the Sale Hearing (as defined in the Bidding Procedures); provided that if at the Sale Hearing, the Approval Order is entered, then this Letter Agreement shall remain irrevocable and binding on Buyer and may not be terminated by either party unless the Closing has not occurred on or before the close of business on the fifth (5th) business day after entry of the Approval Order; provided further, that if at the conclusion of the Sale Hearing, the Approval Order is not entered, this Letter Agreement shall be deemed terminated without any action by Buyer or Seller.

[BUYER]

By: _____
Its:

ACCEPTED and AGREED TO:

SEABOARD HOTEL LTS ASSOCIATES, LLC

By: Marc Beilinson
Its: Chief Restructuring Officer

Exhibit A to Letter Agreement

SCHEDULE A to Quit Claim Deed

Parcel I:

All those three (3) certain pieces, parcels or tracts of land, together with the buildings and improvements thereon, bounded and described as follows:

FIRST TRACT:

NORTHERLY: 9.70 feet, more or less, by Broad Street;
EASTERLY: 170.75 feet, more or less, by land now or formerly of The State National Bank of Connecticut and by the second tract herein described, each in part;
SOUTHERLY: 49.70 feet, more or less, by land now or formerly of The Roberg Realty Corporation;
WESTERLY: 8.41 feet, more or less, by land now or formerly of Joseph K. Sherman et al;
NORTHERLY 5.84 feet, more or less, by land now or formerly of said Sherman et al;
WESTERLY 40.10 feet, more or less, by land now or formerly of said Sherman et al;
SOUTHERLY: 5.58 feet, more or less, by land now or formerly of said Sherman et al;
WESTERLY: 23.78 feet, more or less, by land now or formerly of said Sherman et al;
NORTHERLY: 40.0 feet, more or less, by land now or formerly of Hartman Overseas Corporation; and
WESTERLY: 100.01 feet, more or less, by land now or formerly of said Hartman Overseas Corporation.

Being the same premises as are shown and designated as Parcel "B" on a certain map entitled "Property Surveyed for Rippowam Square, Inc., Stamford, Conn.," now on file in the office of the town clerk of said Stamford and numbered 7130, reference thereto being had.

SECOND TRACT:

NORTHERLY: 170 feet, more or less, by land now or formerly of The State National Bank of Connecticut;
EASTERLY: 64 feet, more or less, by Atlantic Street;
SOUTHERLY: 75 feet, more or less, by land now or formerly of the Roberg Realty Corporation;
WESTERLY: 3 inches, more or less, by land now or formerly of said The Roberg Realty Corporation;
SOUTHERLY: 95 feet, more or less, by land now or formerly of said The Roberg Realty Corporation;
WESTERLY: 69 feet, more or less, by the first tract herein described.

THIRD TRACT:

NORTHERLY: 0.31 feet, more or less, by the second tract herein described;
EASTERLY: 0.27 feet, more or less, by said second tract herein described;
SOUTHERLY: 0.31 feet, more or less, by land now or formerly of The Roberg Realty Corporation; and

Exhibit A to Letter Agreement

WESTERLY: 0.27 feet, more or less, by land now or formerly of said The Robert Realty Corporation.

Being the same premises as are shown and delineated on a certain map entitled "Property in Stamford, Conn., Surveyed for Roberg Realty Corporation", which map is on file in the office of the town clerk of said Stamford and numbered 3640, reference thereto being had.

EXCEPTING and excluding therefrom only such portion of the foregoing as was or may have been transferred to New England Associates, Inc. by deed dated August 17, 1967 and recorded in Book 1113 at page 209 of the Stamford land records.

TOGETHER also with an Easement Agreement by and between Samuel Lotstein Realty Company, LLC and One Atlantic Investor Associates, LLC, dated September 7, 2012 and recorded September 18, 2012 in Book 10534 at Page 118 of the Stamford Land Records.

Parcel II:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, bounded and described as follows:

NORTHERLY: by land now or formerly of Frank M. Feeks and Frederick C. Rutz, and now or formerly of Robarg Realty Corporation;
EASTERLY: 16.75 feet by Atlantic Street;
SOUTHERLY: by land now or formerly of James A. Milligan, and now or formerly of Compeer Corporation; and
WESTERLY: by land now or formerly of the Estate of Thomas D. Magee, deceased, and by land now or formerly of John B. Ericson;

TOGETHER with all rights of way, party wall agreements, rights of lateral support and other privileges and appurtenances annexed to and appurtenant to the above-described premises, as more particularly described in a certain deed from Charles F. Maguire to William T. Finney and Edgar M. Finney, dated April 2, 1923 and recorded in Book 265 at page 301 of the Stamford land records, as the same may have been modified by agreements recorded in Book 605 at pages 304 and 308 of said records.

TOGETHER also with terms of Right of way agreement by and between Stamford Center for the Arts, Inc., Samuel Lotstein, Susan Lapine, Nina Lotstein, trustee and Lawrence M. Lapine, Trustee and Norman Lotstein and 35 Atlantic Street Associates, dated May 3, 1996 and recorded in Book 4596 at page 112 of said records.

Parcel III:

ALL that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows:

Northerly: In part by land now or formerly of Rippowam Square, Incorporated, and by

Exhibit A to Letter Agreement

land now or formerly of B.T. Corporation;

Easterly and Again

Northerly: By land now or formerly of B.T. Harris Corporation; again

Easterly: By Atlantic Street;

Southerly: By land now or formerly of Saul Lotstein; and

Westerly: By land now or formerly of Mary E. Magee.

Said premises are substantially shown and delineated on a certain map entitled, 'Property in Stamford, Conn., surveyed for Roberg Realty Corporation, Scale 1" 30', which said map is on file in the Stamford Town Clerk's Office as Map No. 3640, as modified by a certain deed from Roberg Realty Corporation to B.T. Harris Corporation dated January 6, 1949 and recorded in Book 606 at Page 331 of the Stamford Land Record.

TOGETHER with a right of way for all purposes in common with others whom said right has been or may hereafter be granted over and across the premises lying to the south over a right of way 20 feet in width extending from the premises above described on the north to land of W.A. Halpin Company on the south, and together with another right of way over a way 12 feet in width for all purposes in common with others to whom said right has been or may hereafter be granted over and across other premises formerly owned by Charles F. Maguire extending from the first described right of way westerly to Summer Street. Said 20 foot right of way and 12 foot right of way are shown and delineated on the above referred to map, and are further described in a certain Warranty Deed from Charles P. Maguire to Frank M. Feeks and Fred C. Rutz, dated April 2, 1923, and recorded in the Stamford Land Records in Book 265 at Page 269, which right of ways were amended and modified pursuant to a Right of Way Agreement by and between Stamford Center for the Arts, Inc. et al, dated May 3, 1996 and recorded in Book 4596 at Page 112 of the Stamford Land Records.

Together also with certain rights of lateral support as set forth in said deed recorded in Book 265 at Page 289 and as further set forth in a certain deed from Charles F. Maguire to William T. and Edgar Finney recorded in Book 265 at Page 301 of the Stamford Land Records.

Said Parcels I, II and III are also known as:

Beginning at a point on the westerly side of Atlantic Street said point lying 101.12 feet southerly of the intersection of said westerly side of Atlantic Street and the southerly side of Broad Street:

running thence along the southerly side of land now or formerly of One Atlantic Investor Associates LLC the following three (3) courses and distances: N 83° 27' 22" W a distance of 170.62 feet; N 06° 18' 05" E a distance of 1.61 feet; and N 83° 14' 05" W a distance of 49.67 feet to the easterly side of land now or formerly of Broad & Summer ST Building LLP;

running thence along said Broad & Summer ST Building LLP the following seven (7) courses and distances: S 06° 17' 05" W a distance of 23.78 feet; S 84° 53' 55" E a distance of 5.58 feet; S 05° 58' 05" W a distance of 40.10 feet; N 86° 21' 15" W a distance of 5.84 feet; S 06° 17' 05"

Exhibit A to Letter Agreement

W a distance of 8.41 feet; S 05° 55' 45" W a distance of 28.85 feet; and S 05° 54' 49" W a distance of 20.00 feet to the northerly side of land now or formerly of Stamford Center for the Arts; running thence along said Stamford Center for the Arts the following four (4) courses and distances: S 85° 53' 01" E a distance of 95.99 feet; S 85° 07' 01" E a distance of 99.11 feet; S 80° 45' 41" E a distance of 21.40 feet; and S 80° 00' 01" E a distance of 5.37 feet to the aforesaid westerly side of Atlantic Street; running thence along said Atlantic Street N 05° 21' 12" E a distance of 123.69 feet to the Point of Beginning.

Exhibit B to Letter Agreement

BILL OF SALE

This Bill of Sale is made effective the _____ day of _____, 201__, by and between **SEABOARD HOTEL LTS ASSOCIATES, LLC**, a limited liability company of the State of Delaware (“**Seller**”), and [_____, a _____] (“**Buyer**”).

WHEREAS, pursuant to that certain Letter Agreement dated as of [_____, 2017] between Seller and Buyer (the “**Letter Agreement**”), Seller agreed to convey to Buyer all of Seller’s right, title, and interest in and to the property located at 23-25, 35 and 37 Atlantic St., Stamford, Connecticut, which is an under-construction hotel project (the “**Real Property**”);

WHEREAS in accordance with the terms of the Letter Agreement, Seller desires to grant, bargain, sell, assign, transfer, deliver and convey unto Buyer all of Seller’s right, title and interest in and to all of the personal property which is located at or used in connection with the Real Property (collectively, the “**Personal Property**”); and

WHEREAS, Seller is a debtor in possession in a chapter 11 proceeding before the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), and the Bankruptcy Court has entered an order authorizing and approving the transactions set forth in the Letter Agreement (the “**Approval Order**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, bargains, sells, assigns, transfers, delivers and conveys to Buyer all of Seller’s right, title and interest in and to all of the Personal Property.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever, free, clear and discharged of all former grants, charges, taxes, judgments, mortgages, liens, charges, pledges, hypothecations, and encumbrances of whatsoever name to the extent set forth in the Approval Order.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PERSONAL PROPERTY ON AN “AS IS AND WITH ALL FAULTS” BASIS AND THAT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS REPRESENTATIVES AS TO ANY MATTERS CONCERNING THE SUBJECT ASSETS.

This Bill of Sale is delivered pursuant to, and is subject to all of the terms and conditions contained in, the Letter Agreement and Approval Order. In the event of any inconsistency between the provisions of this Bill of Sale and the provisions of the Letter Agreement and Approval Order, the provisions of the Letter Agreement and Approval Order shall prevail.

Exhibit B to Letter Agreement

IN WITNESS WHEREOF, Seller and Buyer intending to be legally bound hereby, have caused this Bill of Sale to be duly executed under seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**SEABOARD HOTEL LTS
ASSOCIATES, LLC**, a limited liability
company of the State of Delaware

Witness

By: _____
Name: _____
Title: _____

Witness

[_____, a _____]

Witness

By: _____
Name: _____
Title: _____

Witness

Exhibit C to Letter Agreement

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

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

**ORDER (I) AUTHORIZING AND APPROVING LETTER AGREEMENT WITH [____];
(II) AUTHORIZING AND APPROVING THE SALE OF THE PROPERTY LOCATED
AT 23-25, 35 AND 37 ATLANTIC ST., STAMFORD, CONNECTICUT FREE AND
CLEAR OF ALL CLAIMS, LIENS AND OTHER ENCUMBRANCES; AND
(III) GRANTING RELATED RELIEF**

Upon consideration of the motion [Docket No. __] (the “**Motion**”),² dated January 4, 2017, filed by Seaboard Hotel LTS Associates, LLC (“**LTS**” or “**Seller**”), one of the debtors and debtors in possession in the above-captioned cases (the “**Debtors**”), for, among other things, the entry of an order (or orders), (i) authorizing and approving Seller’s entry into a letter agreement with the Successful Bidder; (ii) authorizing and approving the Sale of the Property, free and clear of all Claims or Interests (as defined below); and (iii) granting related relief; and the Court having entered its *Order (i) Scheduling a Hearing to Consider Approval of the Sale of*

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 but not defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the Letter Agreement (each as defined below), as applicable.

Exhibit C to Letter Agreement

The Property Located at 23-25, 35 and 37 Atlantic St., Stamford, Connecticut, (ii) Approving Certain Bidding Procedures and the Form and Manner of Notice Thereof, and (iii) Granting Related Relief [Docket No. ____] (the “**Bidding Procedures Order**”); and the Seller having determined that the highest and best offer for the “**Property**” as identified in the letter agreement attached hereto as Exhibit A (the “**Letter Agreement**” and the transaction set forth therein and herein, the “**Sale**”) was made by [____] (the “**Buyer**”); and the Court having conducted a hearing on _____, 2017 (the “**Sale Hearing**”) to consider the approval of the Sale and consummation of the Sale pursuant to the terms and condition of the Letter Agreement, and the Court having considered: (i) the Motion and any objections thereto; (ii) the terms of the proposed Sale; (iii) the arguments of counsel made, and evidence adduced, related thereto; and (iv) the full record in the Seller’s chapter 11 case (the “**Bankruptcy Case**”), including, without limitation, the record related to the hearing to consider the Bidding Procedures Order and the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Letter Agreement and Sale; and it appearing that the relief requested in the Motion is in the best interests of the Seller, its estate, its creditors, and other parties in interest; and reasonable and adequate notice of the Motion, the Bidding Procedures Order, the Sale, this Order, and the Sale Hearing has been provided to all entities required to be served in accordance with the Bankruptcy Code and the Bankruptcy Rules; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED AND DETERMINED THAT:³

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

Exhibit C to Letter Agreement

this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction over the Motion and over the property of the Debtors, including, without limitation, the Property to be sold, transferred, and conveyed pursuant to the Letter Agreement and the Sale pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Bankruptcy Case and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

D. On February 3, 2016 (the “**Petition Date**”), the Seller filed a voluntary petition under chapter 11 of the Bankruptcy Code with the in this Court. Since the Petition Date, Seller has continued to operate its business and manage its properties as a debtor-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

E. The Property constitutes property of the Seller’s estate and title thereto is vested in the Seller’s estate within the meaning of section 541(a) of the Bankruptcy Code.

Exhibit C to Letter Agreement

F. The statutory bases for the relief requested in the Motion are sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1.

G. The Seller has articulated good and sufficient reasons for the Court to grant the relief requested in the Motion with respect to the Sale.

H. The Court entered the Bidding Procedures Order on January 25, 2017 (i) establishing the Bidding Procedures for the Property, (ii) scheduling an auction for those assets (the “**Auction**”) and the Sale Hearing to consider any proposed sale of such assets, (iii) approving the form and manner of notice of sale, and (iv) granting certain related relief.

I. The notice of Auction and Sale Hearing provided all interested parties with proper, timely, adequate, and sufficient notice of, and an opportunity to object to, the Sale contemplated by the Letter Agreement, the Sale Hearing, and the Auction, as evidenced by the certificates and affidavits of service previously filed with the Court [*see* Docket No. ____].

J. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive and proposed and executed in good faith as a result of arm’s-length negotiations between the Seller and the Buyer, and were substantively and procedurally fair to all entities.

K. The Seller and its advisors have marketed the Property and conducted the sale and auction process in accordance, and have otherwise complied in all respects, with the Bidding Procedures Order. The sale and auction process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any entity to make a higher and better offer to purchase the Property.

L. The disclosures made by the Seller concerning the Letter Agreement, the Auction, the Sale, and the Sale Hearing were good, complete, and adequate.

Exhibit C to Letter Agreement

M. The Letter Agreement and the Sale contemplated thereby: (i) represent a fair and reasonable offer to purchase the Property under the circumstances of the Bankruptcy Case; and (ii) constitute the highest and best offer for the Property. No other entity or group of entities has offered to purchase the Property with a higher and otherwise better offer than the Buyer.

N. The Seller has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Property outside the ordinary course of business. Such business reasons include, without limitation, the following: (i) the Letter Agreement constitutes the highest and best offer for the Property and no higher and better offer was submitted in accordance with the Bidding Procedures; and (ii) the Letter Agreement and the closing thereon will present the best opportunity to realize the value of the Property and avoid the decline and devaluation of the Property.

O. The Seller's determination that the Letter Agreement constitutes the highest and best offer for the Property constitutes a valid and sound exercise of the Seller's business judgment. Approval of the Motion and the Letter Agreement and the consummation of the Sale contemplated thereby are in the best interests of the Seller, its creditors, its estate, and other parties in interest.

P. The Buyer is purchasing the Property in good faith, is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and otherwise has proceeded in good faith in all respects in connection with the Sale in that, *inter alia*: (i) the Buyer recognized that the Seller was free to deal with any other entity interested in acquiring the Property; (ii) the Buyer complied with the provisions in the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the process approved by the Court in the Bidding Procedures Order; (iv) the

Exhibit C to Letter Agreement

Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (v) the negotiation and execution of the Letter Agreement and the Sale was at arm's-length and in good faith.

Q. The Seller and the Buyer have not engaged in any conduct that would permit the Letter Agreement or the Sale contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code.

R. The consideration provided by Buyer pursuant to the Letter Agreement is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

S. Subject to the entry of this Order, the Seller, acting by and through its existing agents, representatives, and officers, is vested with full corporate power and authority to execute and deliver the Letter Agreement and all other documents contemplated thereby, and no further consents, approvals or limited liability company action are required for the Seller to consummate the Sale contemplated by the Letter Agreement.

T. The Buyer has not agreed to assume and shall have no obligations with respect to any liabilities of the Seller or its subsidiaries or Affiliates other than the liabilities set forth in Section (c) of the Letter Agreement.

U. At the Closing, to the maximum extent permitted by section 363(f) of the Bankruptcy Code, the transfer of the Property to the Buyer will be a legal, valid, and effective transfer of such assets and will vest the Buyer with all right, title, and interest of the Seller to the Property free and clear of all claims (as defined in section 101(5) of the Bankruptcy Code), liens

Exhibit C to Letter Agreement

(as defined in section 101(37) of the Bankruptcy Code) and other encumbrances (collectively, the “**Interests or Claims**”), accruing, arising, or relating to any time prior to the Closing.

V. The Seller may sell the Property free and clear of all Interests or Claims against the Debtors as set forth herein, its estate, or any of the Property because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests or Claims against the Seller, its estate, or any of the Property who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests or Claims who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

W. If the Sale were not free and clear of all Interests or Claims as set forth herein, or if the Buyer would, or in the future could, be liable for any of the Interests or Claims, the Buyer would not have entered into the Letter Agreement and would not consummate the Sale, thus adversely affecting the Seller, its estate and its creditors.

X. To maximize the value of the Property, it is essential that the Closing of the Sale occurs within the time constraints set forth in the Letter Agreement. Time is of the essence in consummating the Sale.

Y. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale, and the Sale should be approved.

Exhibit C to Letter Agreement

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is granted and approved as set forth in this Order. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved as set forth herein, and all reservations of rights included therein, are hereby overruled and denied.

Approval of the Sale of the Property

2. The Letter Agreement, including, without limitation, all other ancillary documents, and all of the terms and conditions thereof, and the Sale contemplated thereby, are hereby approved in all respects.

3. The Sale of the Property and the consideration provided by the Buyer under the Letter Agreement shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and other applicable law.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Seller, acting by and through its existing agents, representatives, and officers, is authorized and empowered to take any and all actions necessary or appropriate to (a) consummate and close the Sale, pursuant to and in accordance with the terms and conditions of the Letter Agreement and this Order, (b) transfer and assign all right, title, and interest (including, without limitation, common law rights) to the Property in accordance with the terms and conditions of the Letter Agreement and this Order, and (c) execute and deliver, perform under, consummate, implement, and close fully the Letter Agreement, together with all additional instruments and documents that may be necessary to implement the Letter Agreement and the Sale including, without limitation, any ancillary documents, or as may be necessary to the performance of the obligations as

Exhibit C to Letter Agreement

contemplated by the Letter Agreement, as determined by Seller in its sole and absolute discretion.

5. This Order shall be binding in all respects upon the Debtors, their estates, all of their creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (whether known or unknown) against any Debtor, any holders of Interests or Claims against or on all or any portion of the Property, all counterparties to any executory contract or unexpired lease of the Debtors, the Buyer and all successors and assigns of the Buyer, and any trustees, examiners, or other fiduciaries under any section of the Bankruptcy Code, if any, subsequently appointed in the Bankruptcy Case or upon a conversion to chapter 7 under the Bankruptcy Code of the Bankruptcy Case.

6. The terms and provisions of the Letter Agreement and this Order shall inure to the benefit of the Seller, its estate, and its creditors, the Buyer and its respective affiliates, successors, and assigns, and any affected third parties, including, without limitation, all entities asserting any Interests or Claims in the Property to be sold to the Buyer pursuant to the Letter Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which such trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Sale and Transfer of Property

7. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, upon the occurrence of the Closing and pursuant to the Letter Agreement, to the maximum extent permitted by Section 363(f) of the Bankruptcy Code, the Property shall be transferred to the Buyer free and clear of all Interests or Claims. Upon the closing of the Sale of the Property, the

Exhibit C to Letter Agreement

proceeds of the Sale shall promptly be paid to IDB or its assignee in full and complete satisfaction of the Interests and Claims held by IDB or its assignee with respect to the Property..

8. For the avoidance of doubt, no cash, cash equivalents, or causes of action of Seller, including avoidance actions under chapter 5 of the Bankruptcy Code or similar state law, are being sold to or acquired by Buyer.

9. Subject to the entry of this Order and terms and conditions of this Order, the transfer of Property to the Buyer pursuant to the Letter Agreement or herein does not require any consents and constitutes a legal, valid, and effective transfer of the Property, and shall vest the Buyer with all of the right, title, and interest of the Seller in and to the Property as set forth in the Letter Agreement, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever (to the maximum extent permitted by Section 363(f) of the Bankruptcy Code). The Sale authorized herein shall be of full force and effect, regardless of the Seller's lack of good standing in any jurisdiction in which the Seller is formed or authorized to transact business.

10. All entities that are presently, or as of the Closing may be, in possession of some or all of the Property to be sold, transferred, or conveyed pursuant to the Letter Agreement are hereby directed to surrender possession of the Property to the Buyer as of the occurrence of the Closing.

11. Except as expressly permitted or otherwise specifically provided by the Letter Agreement or this Order, all entities holding Interests or Claims in all or any portion of the Property arising under or out of, in connection with, or in any way relating to the Debtors, the Property, or the transfer of the Property to the Buyer, hereby are forever permanently barred, estopped, and enjoined from asserting against the Buyer or their successors or assigns, their property, or the Property, such entities' Interests or Claims in and to the Property. Upon the

Exhibit C to Letter Agreement

occurrence of the Closing, each creditor of the Seller is authorized and directed to execute such documents and take all other actions as may be necessary to release Interests or Claims on the Property, if any, as provided for herein, as such Interests or Claims may have been recorded or may otherwise exist.

12. Effective upon the occurrence of the Closing and without further order of the Court, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests or Claims against or in the Property shall not have delivered to the Debtors prior to the occurrence of the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Property, or otherwise, then the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Property of any kind or nature.

13. All entities are hereby forever prohibited and permanently barred, estopped, and enjoined from taking any action that would adversely affect or interfere with the ability of the Seller to sell and transfer the Property to the Buyer in accordance with the terms of the Letter Agreement and this Order.

14. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, federal, state, and governmental agencies or departments, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of

Exhibit C to Letter Agreement

law, the duties of their office, or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale.

Additional Provisions

15. Effective upon the occurrence of the Closing and without further order of the Court, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer, their successors and assigns, or the Property, with respect to any Interests or Claims arising under, out of, in connection with or in any way relating to the Debtors, the Property, or the operation of the Property prior to the Closing. Except as otherwise expressly provided in the Letter Agreement, no person or entity, including, without limitation, any federal, state, or local governmental agency, department, or instrumentality, shall assert by suit or otherwise against the Buyer or their successors or assigns any Interests or Claims that they had, have, or may have against the Seller or its estate, or any liability, debt, or obligation relating to or arising from the Property, or the Seller's operation or use of the Property, including, without limitation, any liabilities calculable by reference to the Buyer or its assets or operations, by virtue of the consummation of the Sale contemplated by the Letter Agreement, and all persons and entities are hereby enjoined from asserting against the Buyer in any way any such Interests or Claims.

16. The Seller, including, without limitation, its respective officers, employees, and agents, is hereby authorized and directed to execute such documents and do such acts as are reasonably necessary or desirable to carry out the Sale contemplated by the terms and

Exhibit C to Letter Agreement

conditions of the Letter Agreement and this Order. The Seller shall be, and its hereby is, authorized to take all such actions as may be necessary to effectuate the terms of this Order without any further limited liability company action.

17. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow the Buyer to give the Debtors any notice provided for in the Letter Agreement and (b) to allow the Buyer to take any and all actions permitted by the Letter Agreement in accordance with the terms and conditions thereof, including, without limitation, effectuating the Sale.

18. The Sale contemplated by the Letter Agreement is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Buyer is entitled to the full protections of section 363(m) of the Bankruptcy Code.

19. As a good faith purchaser of the Property, the Buyer has not colluded with any of the other bidders, potential bidders, or any other entities interested in the Property and, therefore pursuant to section 363(n) of the Bankruptcy Code, the Sale of the Property may not be avoided following the Closing.

20. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

21. The failure specifically to include any particular provisions of the Letter Agreement, including, without limitation, any of the documents, agreements, or

Exhibit C to Letter Agreement

instruments executed in connection therewith, in this Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of the Court that the Letter Agreement and each document, agreement, or instrument executed in connection therewith be authorized and approved in its entirety.

22. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

23. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in the Bankruptcy Case, the terms of this Order shall govern.

24. To the extent there are any inconsistencies between the terms of this Order and the Letter Agreement (including, without limitation, all ancillary documents executed in connection therewith), the terms of this Order shall govern.

25. Seller shall have no liability to any party claiming to have served as a broker to or in any similar role on behalf of Buyer with respect to the Sale, and Buyer shall have no liability to any party claiming to have served as a broker to or in any similar role on behalf of Seller with respect to the Sale.

26. The Letter Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Seller's estate.

27. The provisions of this Order are non-severable and mutually dependent.

28. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Order shall be effective immediately upon entry, and the Seller and the Buyer are authorized to

Exhibit C to Letter Agreement

close the Sale immediately upon entry of this Order, subject to the conditions to closing in the Letter Agreement.

29. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Letter Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith to which the Seller is a party, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

Dated: _____, 2017
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit C to Letter Agreement

Exhibit A to Sale Order

LETTER AGREEMENT

Exhibit D to Letter Agreement

Form of Limited Owners Affidavit

OWNERS AFFIDAVIT

(To Be Executed by Seller or Owner in Possession)

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____) _____, 2016

The undersigned, owner(s) of certain real property situated in the Town/City of _____ State of Connecticut, known as _____ and more particularly described in FIRST AMERICAN TITLE INSURANCE COMPANY Policy No. _____, being first duly sworn, depose(s) as follows:

(1) THAT THIS TRANSACTION INVOLVES THE SALE, LEASE OR MORTGAGE OF REAL PROPERTY ON WHICH ALL STRUCTURES AND IMPROVEMENTS HAVE BEEN COMPLETED FOR MORE THAN NINETY DAYS; AND

THAT WITHIN THE LAST NINETY DAYS, INCLUDING THE DATE HEREOF, NO PERSON, FIRM, OR CORPORATION HAS FURNISHED ANY LABOR, SERVICE OR MATERIALS TO THE UNDERSIGNED IN CONNECTION WITH THE CONSTRUCTION OR REPAIR OF ANY BUILDINGS OR IMPROVEMENTS OR SITE WORK ON THE PREMISES ; AND

THAT, AS OF THE DATE HEREOF, NO WORK, SERVICE OR MATERIALS HAVE BEEN CONTRACTED BY THE UNDERSIGNED FOR FUTURE CONSTRUCTION, REPAIR OR SITE WORK ON THE PREMISES, AND THAT NO CONTRACTOR, SURVEYOR OR ARCHITECT HAS BEEN HIRED BY THE UNDERSIGNED TO PERFORM ANY SUCH SERVICE.

(2) That there are no present tenants, lessees or other parties in possession of said premises, except as disclosed on Exhibit A.

(3) That, to the knowledge of the representative of the undersigned owner executing this affidavit on behalf of such owner, without any independent duty of investigation, there are no violations of restrictive covenants or zoning laws.

(4) That, to the knowledge of the representative of the undersigned owner executing this affidavit on behalf of such owner, without any independent duty of investigation, there are no known encroachments of structures or other improvements onto adjoining land or any easement, and that no structures or other improvements encroach onto the subject premises.

(5) That after examining a certain survey entitled _____ made by _____, dated _____, to the knowledge of the representative of the undersigned owner executing this affidavit on behalf of such owner, without any independent duty of investigation, no exterior alterations or additions have been made to buildings on the premises and no additional buildings have been constructed on said premises since the date of said survey.

This Affidavit is made for the purpose of inducing _____ to purchase, and/or _____ to accept a mortgage, on said premises and to induce FIRST AMERICAN TITLE INSURANCE COMPANY to issue its policy or policies of title insurance, well knowing that they will do so only in complete reliance upon the truth and accuracy of the statements contained herein.

Property Owner

[_____] , LLC

Subscribed and sworn to before me this

_____ day of _____, A.D., 2016

Notary Public/Commissioner of the Superior Court

Exhibit B to Bidding Procedures Order

Sale Notice

**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)	

NOTICE OF SALE OF ASSETS

Seaboard Hotel LTS Associates, LLC (“LTS”), is seeking to sell the property located at 23-25, 35 and 37 Atlantic St., Stamford, Connecticut, which was an under-construction hotel project as of the date LTS commenced its Chapter 11 case and remains unfinished as of the date hereof (together with all of the personal property owned by LTS located at the site of the hotel project, the “**Property**”) through a sale under section 363 of the Bankruptcy Code. LTS has requested the Bankruptcy Court to enter an order (the “**Sale Order**”), which will provide, among other things, for the sale of the Property free and clear of all claims, liens, and other encumbrances, to the maximum extent permitted by section 363(f) of the Bankruptcy Code. **Seller is not transferring or assigning the Residence Inn by Marriott franchise agreement associated with the Property.**

By order, dated January __, 2017 [Docket No. ____] (the “**Bidding Procedures Order**”),² the Bankruptcy Court approved certain “**Bidding Procedures**” that govern the sale of the Property to the highest and best bidder. **IMPORTANT NOTE: The Bidding Procedures set a minimum price of \$15,750,000 for the Property. To become a Qualified Bid, the Purchase Price must be at least \$15,750,000.** Any interested bidder should contact LTS as follows:

- LTS’s Chief Restructuring Officer, Marc Beilinson (Phone: 310 990-2990; Mbeilinson@Beilinsonpartners; and/or
- LTS’s Counsel, Robert S. Brady (Phone: 302-571-6690; Email: rbrady@ycst.com), Sean T. Greecher (Phone: 302-571-6558; Email: sgreecher@ycst.com), and Ryan M. Bartley (Phone: 302-571-5007; Email: rbartley@ycst.com).

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 but not defined herein have the meanings ascribed to them in the Bidding Procedures Order. Copies of the Bidding Procedures Order, the Bidding Procedures, and other pleadings are available upon request to Donlin Recano & Company LLC, at (212) 771-1128, or at <http://www.donlinrecano.com/nca>.

PLEASE TAKE NOTE OF THE FOLLOWING INFORMATION AND IMPORTANT DEADLINES:

- The deadline to be qualified as a Qualifying Bidder and to submit a Qualifying Bid is **[March 9, 2017] at 5:00 p.m. (ET)** (the “**Bid Deadline**”). All Qualifying Bids must be accompanied with a deposit in an amount equal to ten percent (10%) of the purchase price to be paid under the proposed Letter Agreement.
- An auction for the Property will commence on **[March 13, 2017] at 10:00 a.m. (ET)** at the offices of Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE 19801.
- The deadline to file an objection with the Bankruptcy Court to the proposed sale of the Property (the “**Sale Objection Deadline**”) is **[March 8, 2017] at 4:00 p.m. (ET)**; *provided* that solely with respect to an objection to the conduct of the Auction, the designation of any Successful Bidder or Bid, and the terms (including price) of any Successful Bid (an “**Auction Objection**”), the deadline to file an Auction Objection shall be **4:00 p.m. (ET) on [March 14, 2017]** (the “**Auction Objection Deadline**”).
- Objections must be filed and served in accordance with the Bidding Procedures Order. In connection with the proposed sale process, interested bidders may be subject to an expedited discovery process.
- If a Qualified Bid is timely received, the Bankruptcy Court will conduct a hearing (the “**Sale Hearing**”) to consider the proposed Sale on **[March 15, 2017 at 10:00 a.m.] (ET)**. If a Qualified Bid is not timely received, LTS will promptly submit an order approving a sale of the Property to IDB pursuant to paragraph 3(g) of the LTS-IDB Agreement, and no Sale Hearing will be held.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION BY THE APPLICABLE OBJECTION DEADLINE SHALL BE A BAR TO THE ASSERTION BY SUCH PERSON OR ENTITY OF ANY OBJECTION TO THE MOTION, SALE ORDER, OR LTS’S CONSUMMATION AND PERFORMANCE OF A SALE OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, LTS’S TRANSFER OF THE PROPERTY FREE AND CLEAR OF ALL CLAIMS, LIENS, AND OTHER ENCUMBRANCES).

Dated: _____, 2017
Wilmington, Delaware

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