

EXHIBIT A

Form of Settlement Agreement

DRAFT – For Discussion Purposes Only

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

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

SETTLEMENT AGREEMENT

This settlement agreement (the “Settlement”), dated as of May [__], 2017, by and between the above-captioned debtors and debtors in possession (collectively, the “Debtors”), UCF I Trust 1, LLC (“UCF”), CPR Money, LLC (“CPR”), Annemid RI Note Holder, LLC (“Annemid”), Wilmington Trust, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Trust 2015-NXS2, Commercial Mortgage Pass-Through Certificates (“Wilmington Trust”), Chicago Title Insurance Company (“Chicago Title”), First American Title Insurance Company (“First American”) and Cedar Hill Capital, LLC (“Cedar Hill,” and together with the Debtors, UCF, CPR, Annemid, Wilmington Trust, Chicago Title, and First American, the “Parties”) sets forth the terms upon which the Parties have agreed to

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

settle, in full, and otherwise resolve all matters set forth herein, for good and valuable consideration.

Recitals

WHEREAS, in 2012 and 2014, UCF provided loans to Debtors Park Square West Member Associates, LLC ("PSW Member") and Seaboard Hotel Member Associates, LLC in the aggregate original principal amount of approximately \$19,000,000.00 (the "UCF Loans"). The UCF Loans were collateralized by, among other things, PSW Member's equity interests in Park Square West Associates, LLC ("Park Square West"), as well as Seaboard Hotel Member Associates, LLC's ("Seaboard Hotel Member") equity interests in Seaboard Hotel Associates, LLC ("Seaboard Hotel"), and the UCF Loans were subject to cross-collateralization and cross-default provisions. Moreover, Park Square West and Seaboard Hotel LTS Member Associates, LLC ("Seaboard Hotel LTS Member") executed payment guaranties of certain repayment obligations under the UCF Loans in favor of UCF.

WHEREAS, on or about September 24, 2013, Israel Discount Bank of New York (as predecessor to Annemid) provided a loan to PSW Member in the original principal amount of \$5,000,000.00, evidenced by that certain promissory note dated September 24, 2013 (the "IDB Loan"). The IDB Loan was secured by, among other things, a pledge of PSW Member's one hundred percent (100%) equity interest in Park Square West and a security interest in certain collateral, and a guaranty issued by Debtor Seaboard Realty, LLC ("Seaboard Realty"). IDB assigned its rights and interest in and related to the IDB Loan to Annemid in January, 2017.

WHEREAS, among other loans, in 2015 Cedar Hill loaned funds to Seaboard Realty in the original principal amount of \$4,000,000.00 (the "Cedar Hill Secured Loan"), which was evidenced by a promissory note dated March 25, 2015 and secured by, among other things,

payment and performance guarantees executed by, among others, Seaboard's Debtor affiliates 88 Hamilton Avenue Associates, LLC ("88 Hamilton") and Park Square West.

WHEREAS, the obligations of Seaboard Realty, 88 Hamilton and Park Square West to Cedar Hill were secured by, among other things, a security interest in and lien on 88 Hamilton's sole asset—a commercial property located at 88-112 Hamilton Avenue, Stamford, Connecticut 06906 (the "88 Hamilton Property")—and a security interest in and lien on Park Square West's sole asset—a multifamily apartment property located at 101 Summer Street, Stamford, Connecticut 06906 (the "Park Square West Property," and together with the 88 Hamilton Property, the "Properties").

WHEREAS, Cedar Hill contends that the Cedar Hill Secured Loan was secured by valid, enforceable and properly perfected liens on the Properties as of the Petition Date, including a first priority lien on the 88 Hamilton Property.

WHEREAS, in June 2015, Natixis Real Estate Capital LLC ("Natixis") provided a mortgage loan in the original principal amount of \$23,000,000.00 to 88 Hamilton, which was evidenced by a promissory note dated June 8, 2015 executed by 88 Hamilton, and secured by, among other things, an Open-End Mortgage, Assignment of Leases and Rents, and Security Agreement dated June 8, 2015, granted by 88 Hamilton to Natixis and recorded as Instrument No. 2015011168, in Volume 11265, Page 265 in the Recorder's Office of the Town of Stamford, Connecticut (the "Natixis Mortgage") (collectively, the "Natixis Loan"). The Natixis Loan was subsequently assigned to, and is currently held by, Wilmington Trust (the "WT Loan").

WHEREAS, the Natixis Mortgage was recorded on the 88 Hamilton Property after Cedar Hill recorded its mortgage; however, Wilmington Trust and Cedar Hill both claim first priority of mortgage liens on the 88 Hamilton Property as of the Petition Date.

WHEREAS, on or about November 1, 2015, CPR provided a loan to Debtor Seaboard Hotel LTS Member in the original principal amount of \$7,040,019.00 (the "CPR Loan"). CPR contends that as a condition to the CPR Loan, Seaboard Realty agreed that upon the sale of certain of the Debtors' properties, including the Properties, Seaboard Realty would cause the net proceeds of such sale to first pay off any remaining portion of the UCF Loan and then apply the proceeds to repay the CPR Loan.

WHEREAS, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in December 2015 and early 2016 with the United States Bankruptcy Court for the District of Delaware (the "Court"), Case Nos. 15-12507-16-10653 (collectively, the "Bankruptcy Proceedings").

WHEREAS, UCF asserted secured claims (Claim Nos. 206-212) on account of the UCF Loan against certain of the Debtors, including Park Square West and Seaboard Hotel and the proceeds from the sale of its property located at 275 Summer Street, Stamford, CT (the "Seaboard Hotel Property" and the "UCF Claim"). UCF claims an interest in and lien on the Park Square West Property, the Seaboard Hotel Property, and any proceeds therefrom, as well as in the membership interests of Seaboard Hotel and Seaboard Hotel LTS, among other items of collateral, and also asserted rights pursuant to guaranties from PSW Associates, Seaboard Hotel LTS Member, among others, all as more fully set out in the UCF Claim documents.

WHEREAS, Annemid asserts secured claims (Claim Nos. 265, 266) on account of the IDB Loan against certain of the Debtors (the "Annemid Claim"). Annemid claims an interest in and lien on the Park Square West Property and any proceeds therefrom on account of PSW Member's equity interest in Park Square West.

WHEREAS, Cedar Hill asserted secured claims (Claim Nos. 224-232) on account of the Cedar Hill Secured Loan against certain of the Debtors, including 88 Hamilton and Park Square West (the "Cedar Hill Claim"). Cedar Hill claims security interests in and liens on the proceeds from the sale of the Properties.

WHEREAS, CPR asserted secured claims (Claim Nos. 277-289) on account of the CPR Loan against certain of the Debtors, including Park Square West (the "CPR Claim"). CPR claims an interest in and lien on the Park Square West Property and any proceeds therefrom.

WHEREAS, the Debtors marketed all of their real estate and improvements for sale in the Bankruptcy Proceedings, including the Properties, and the Court entered an order approving bidding procedures for the sales on April 29, 2016 [D.I. 688] (the "Bidding Procedures Order"). Among other things, the Bidding Procedures Order provided for a lien security deposit (the "Lien Security") in the event the 88 Hamilton Property was sold in order to preserve all rights and claims between Wilmington Trust and Cedar Hill.

WHEREAS, pursuant to the Bidding Procedures Order, on June 20, 2016, the Debtors conducted an auction to sell the Properties and certain other properties owned by the Debtors.

WHEREAS, on June 29, 2016, the Court entered an order approving the sale of the 88 Hamilton Property [D.I. 906] (the "88 Hamilton Sale Order"). Under the 88 Hamilton Sale Order, Cedar Hill agreed to modify the Lien Security in order for the sale of the 88 Hamilton Property to go forward.

WHEREAS, on August 12, 2016, the Court entered an order approving the sale of the Park Square West Property [D.I. 1054] (together with the 88 Hamilton Sale Order, the "Sale Orders").

WHEREAS, pursuant to the Sale Orders, the Lien Security was reduced to a \$2,000,000.00 deposit from the sale proceeds of the 88 Hamilton Property. Additionally, the Sale Orders established a \$5,000,000.00 escrow account from the sale proceeds of the Park Square West Property (the "Park Square Escrow") pending resolution of the Cedar Hill Claim.

WHEREAS, currently, the Debtors' bankruptcy counsel is holding the Lien Security and the Park Square Escrow as proceeds from the liquidation of the Debtors' collateral in its IOLTA Account (the "Debtor Escrow").

WHEREAS, on April 10, 2017, the Debtors filed their *Amended Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code for Propco Debtors and Holdco Debtors* [D.I. 1678] (as may be amended, supplemented, or revised, the "Plan"). The Plan proposed to classify the Cedar Hill Claim in the same class with the claims of UCF, CPR and Annemid (the "Settling Lender Class"). Under the Plan, an escrow account would be established in the amount of \$9,400,000.00 for distributions to all members of the Settling Lender Class on account of their claims and in full satisfaction thereof (the "Settling Lender Escrow Account"). The Plan provided that distributions from the Settling Lender Escrow Account would be governed by a Settling Lender Escrow Account Agreement, to be mutually agreed upon by the Debtors and each of the Settling Lenders (UCF, CPR, Annemid, and Cedar Hill).

WHEREAS, First American and Cedar Hill have executed a separate agreement among themselves contemporaneously with the execution of this Settlement.

WHEREAS, disputes have arisen among the Parties related to the proposed treatment of the UCF Claim, the Annemid Claim, the Cedar Hill Claim, and the CPR Claim (together, the "Claims of All Parties") under the Plan, the Plan, the entitlement to the monies in the Debtor Escrow, the priority of liens and mortgages with respect to the Cedar Hill Secured Loan, the

Natixis Mortgage, and any estate claims relating thereto or to the 88 Hamilton Property (“88 Hamilton Lien Priority Dispute”), and the Bankruptcy Proceedings generally (collectively, the “Disputes”).

WHEREAS, in an effort to avoid the expense, uncertainty and delay inherent in litigation, the Parties have agreed to this Settlement to resolve their Disputes and the Claims of All Parties pursuant to the terms, conditions, and restrictions contained in this Settlement.

Settlement

NOW THEREFORE, the Debtors, UCF, CPR, Annemid, Wilmington Trust, Chicago Title, First American, and Cedar Hill, in consideration of the recitals, promises, mutual covenants, representations, warranties, conditions, obligations, and releases contained herein and other valuable consideration, the sufficiency of which are hereby acknowledged, hereby stipulate and agree as follows:

1. The recitals set forth above are incorporated by reference, and are deemed true and correct for purposes of this Settlement only.

2. Within ten (10) days after the entry by the Court of the Settlement Order (as defined below), Chicago Title, on behalf of Wilmington Trust, shall pay to Cedar Hill the sum of \$300,000.00, by depositing said sum with the Debtors’ bankruptcy counsel, Young Conaway Stargatt & Taylor, LLP, in accordance with the wire transfer instructions by such counsel. Debtors’ bankruptcy counsel shall then deposit said sum into the Debtor Escrow.

3. Settlement Payments. Upon the effective date of the Plan (the “Plan Effective Date”), the Debtors shall cause the following amounts (collectively, the “Settlement Payments”) to be paid from the Debtor Escrow:

- a. Cedar Hill shall be paid the aggregate amount of \$2,979,000.00 (comprised of \$2,529,000 of Cash that was contemplated by the Plan to be placed in a Settling Lender Escrow Account, \$300,000 from the Debtor Escrow (as noted in para. 2 above), and \$150,000 from the Debtors (which amount shall be deducted from the Professional Claim Maximum Amount) in full satisfaction of the Cedar Hill Claim; and
- b. UCF, CPR, and Annemid, collectively, shall be paid \$6,871,000 of Cash that was contemplated by the Plan to be placed in a Settling Lender Escrow Account (to be distributed by and among UCF, CPR and Annemid as they may separately agree) in full satisfaction of the UCF Claim, the CPR Claim, and the Annemid Claim.

The respective Settlement Payments shall be paid to Cedar Hill, UCF, CPR, and Annemid pursuant to wire transfer instructions that they each will provide to the Debtors' bankruptcy counsel following their receipt of the Settlement Order (as defined below). In addition to the foregoing, \$250,000, which would otherwise have been distributed to UCF, CPR, and/or Annemid according to the terms of this Settlement and the Plan Settlement, shall be distributed to the Investor Trust under the Plan.

4. Plan Modifications. The Plan shall be modified to incorporate the terms of this Settlement including, without limitation, modifications (a) confirming that payment of the Settlement Payments as set forth above in Section 3 of this Settlement is an additional condition precedent to the Plan Effective Date, (b) providing that Cedar Hill shall be considered a Settling Lender (as defined in the Plan), and (c) removing the Settling Lender Escrow concept since all of the Settling Lenders (including Cedar Hill) and the Debtors have agreed to the distribution of monies pursuant to the terms of this Settlement. The Plan Debtors shall submit plan modifications consistent with the terms set forth herein that shall be reasonably satisfactory to Debtors, UCF, CPR, Annemid, and Cedar Hill. The treatment of the Settling Lender Claims, Mortgage Claims held by Wilmington Trust, and the terms of the Plan Release and Non-Debtor

Release as set forth in the Plan, as modified, shall not be further modified without the consent of the Parties to this Settlement.

5. Wilmington Trust Provisions. As of the Effective Date (defined below in Section 7), and in consideration of its payment hereunder, Wilmington Trust shall be deemed to have voted to accept the Plan, by consent of the Debtors, and, accordingly, the Wilmington Trust Mortgage Claim shall be treated as a Class 3 Claim under the Plan, entitling Wilmington Trust to be a Released Party under the Plan. For purposes of clarity, nothing contained herein or in the Plan shall affect the rights of Wilmington Trust, or any rights of Wilmington Trust under the Natixis Loan or WT Loan, including, without limitation, as set forth in the 88 Hamilton Sale Order, the assumption and assignment of the WT Loan and the securing of such loan by the 88 Hamilton Property in accordance with such Order.

6. Releases. Upon the occurrence of both this Settlement's Effective Date (defined below) and receipt of the Settlement Payments by Cedar Hill, UCF, CPR, and Annemid:

a. Cedar Hill, on behalf of itself and its affiliates, subsidiaries, successors and assigns, hereby fully releases, acquits and discharges (i) the Debtors and their bankruptcy estates, and (ii) UCF, CPR, Annemid, Wilmington Trust, and First American, and each of their past, present and future affiliates (including, but not limited to, direct or indirect parent entities), subsidiaries, directors, officers, employees, managers, shareholders, members, partners, servicers (including Rialto Capital Advisors LLC), representatives, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, predecessors (including Natixis), and successors and assigns (collectively, the "Cedar Hill Released Parties"): of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, insurance policies, promises, liabilities, claims (including, but not limited

to, claims for attorneys' fees, costs, and sanctions), counterclaims, damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, that Cedar Hill asserted or could have asserted against the Cedar Hill Released Parties or any of them (whether derivatively or directly), related in any way to the Properties, the Mortgage Claims, the 88 Hamilton Lien Priority Dispute, the Disputes, the Claims of All Parties, and/or the Bankruptcy Proceedings; provided that the foregoing release shall not release any person or entity that is or was an Insider (as defined in the Plan) of the Debtors at any time prior to the Effective Date, other than Marc Beilinson, Howard Altschul, Mark Murphy (to the extent qualifying as an Insider) and Richard Kapko (to the extent qualifying as an Insider) (collectively, the "Non-Released Parties") and shall not limit or be deemed to limit Cedar Hill's rights to enforce this Settlement in accordance with its terms.

b. The Debtors on behalf of themselves, their bankruptcy estates, their affiliates, subsidiaries, successors and assigns, hereby fully release, acquit and discharge Cedar Hill, UCF, CPR, Annemid, Wilmington Trust, and First American, and each of their past, present and future affiliates (including, but not limited to, direct or indirect parent entities), subsidiaries, directors, officers, employees, managers, shareholders, members, partners, servicers (including Rialto Capital Advisors LLC), representatives, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, predecessors (including Natixis), and successors and assigns: of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, insurance policies, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), counterclaims, damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the

future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, that the Debtors asserted or could have asserted against such parties (whether derivatively or directly), related in any way to the Properties, the Mortgage Claims, the 88 Hamilton Lien Priority Dispute, the Disputes, the Claims of All Parties, and/or the Bankruptcy Proceedings; provided that the foregoing release shall not release any Non-Released Parties and shall not limit or be deemed to limit the Debtors' rights to enforce this Settlement in accordance with its terms.

c. UCF on behalf of itself, its affiliates, subsidiaries, successors and assigns, hereby fully releases, acquits and discharges (i) the Debtors and their bankruptcy estates, and (ii) CPR, Annemid, Wilmington Trust, First American, and Cedar Hill and each of their past, present and future affiliates (including, but not limited to, direct or indirect parent entities), subsidiaries, directors, officers, employees, managers, shareholders, members, partners, servicers (including Rialto Capital Advisors LLC), representatives, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, predecessors (including Natixis), and successors and assigns: of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, insurance policies, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), counterclaims, damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, that UCF asserted or could have asserted against such parties (whether derivatively or directly), related in any way to the Properties, the Mortgage Claims, the 88 Hamilton Lien Dispute, the Disputes, the Claims of All Parties, and/or the Bankruptcy Proceedings; provided that the foregoing release shall not release any Non-Released Parties

and shall not limit or be deemed to limit UCF's rights to enforce this Settlement in accordance with its terms.

d. CPR on behalf of itself, its affiliates, subsidiaries, successors and assigns, hereby fully releases, acquits and discharges (i) the Debtors and their bankruptcy estates, and (ii) UCF, Annemid, Wilmington Trust, First American, and Cedar Hill and each of their past, present and future affiliates (including, but not limited to, direct or indirect parent entities), subsidiaries, directors, officers, employees, managers, shareholders, members, partners, servicers (including Rialto Capital Advisors LLC), representatives, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, predecessors (including Natixis), and successors and assigns: of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, insurance policies, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), counterclaims, damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, that CPR asserted or could have asserted against such parties (whether derivatively or directly), related in any way to the Properties, the Mortgage Claims, the 88 Hamilton Lien Dispute, the Disputes, the Claims of All Parties, and/or the Bankruptcy Proceedings; provided that the foregoing release shall not release any Non-Released Parties and shall not limit or be deemed to limit CPR's rights to enforce this Settlement in accordance with its terms.

e. Annemid on behalf of itself, its affiliates, subsidiaries, successors and assigns, hereby fully releases, acquits and discharges (i) the Debtors and their bankruptcy estates, and (ii) UCF, CPR, Wilmington Trust, First American, and Cedar Hill and each of their past,

present and future affiliates (including, but not limited to, direct or indirect parent entities), subsidiaries, directors, officers, employees, managers, shareholders, members, partners, servicers (including Rialto Capital Advisors LLC), representatives, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, predecessors (including Natixis), and successors and assigns: of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, insurance policies, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), counterclaims, damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, that Annemid asserted or could have asserted against such parties (whether derivatively or directly), related in any way to the Properties, the Mortgage Claims, the 88 Hamilton Lien Dispute, the Disputes, the Claims of All Parties, and/or the Bankruptcy Proceedings; provided that the foregoing release shall not release any Non-Released Parties and shall not limit or be deemed to limit Annemid's rights to enforce this Settlement in accordance with its terms.

f. Wilmington Trust on behalf of itself, its affiliates, subsidiaries, successors and assigns, hereby fully releases, acquits and discharges (i) the Debtors and their bankruptcy estates, and (ii) UCF, CPR, Annemid, Chicago Title, First American, and Cedar Hill and each of their past, present and future affiliates (including, but not limited to, direct or indirect parent entities), subsidiaries, directors, officers, employees, managers, shareholders, members, partners, representatives, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, predecessors, and successors and assigns: of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements,

insurance policies, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), counterclaims, damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, that Wilmington Trust asserted or could have asserted against such parties (whether derivatively or directly), related in any way to the Properties, the Mortgage Claims, the 88 Hamilton Lien Dispute, the Disputes, the Claims of All Parties, and/or the Bankruptcy Proceedings; provided, however, that the releases granted in this paragraph 6(f) shall not amend or alter the rights, terms and conditions under First American Title Policy No. [] (the "First American Title Policy") and Chicago Title Policy No. [] issued to Natixis or Wilmington Trust in respect of the 88 Hamilton Property (Wilmington Trust acknowledges and agrees that it does not possess any claims under the First American Title Policy in connection with the matters covered by this Settlement Agreement, provided, however, that in the event this Settlement Agreement terminates, Wilmington Trust and First American reserve all rights with respect to the First American Title Policy); provided that the foregoing release shall not release any Non-Released Parties and shall not limit or be deemed to limit Wilmington Trust's rights to enforce this Settlement in accordance with its terms.

g. First American on behalf of itself, its affiliates, subsidiaries, successors and assigns hereby fully releases, acquits and discharges (i) the Debtors and their bankruptcy estates, and (ii) UCF, CPR, Annemid, Wilmington Trust, and Cedar Hill and each of their past, present and future affiliates (including, but not limited to, direct or indirect parent entities), subsidiaries, directors, officers, employees, managers, shareholders, members, partners, servicers (including Rialto Capital Advisors LLC), representatives, agents, attorneys, insurers,

accountants, heirs, executors, administrators, conservators, predecessors (including Natixis), and successors and assigns: of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, insurance policies, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), counterclaims, damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, that First American could have asserted against such parties (whether derivatively or directly), related in any way to the Properties, the Disputes, and/or the Bankruptcy Proceedings; provided that the foregoing release shall not release any Non-Released Parties and shall not limit or be deemed to limit First American's rights to enforce this Settlement in accordance with its terms.

For purposes of the exceptions to Releases set forth in this paragraph, it is acknowledged and agreed that none of the Parties signatory hereto shall be considered "Insiders."

7. Effective Date. This Settlement shall become effective upon the first day on which each and all of the following conditions shall have occurred (the "Effective Date"): (i) this Settlement shall have been executed by each of the Parties hereto; (ii) the Court shall have entered an order approving this Settlement (the "Settlement Order") and authorizing the Debtors to make the Settlement Payments; (iii) Chicago Title shall have deposited \$300,000 with the Debtors' bankruptcy counsel to be added to the Debtor Escrow; and (iv) the Settlement Order shall be final and no longer subject to appeal.

8. Compromise. The Parties acknowledge that this Settlement is a compromise of the Disputes, the 88 Hamilton Lien Dispute, the Mortgage Claims, and of the Claims of All

Parties and that no Party admits, and in fact each expressly denies, any liability on its part or the nature or status of such disputed claims.

9. Severability. The invalidity of any clause, part or provision of this Settlement shall not affect the validity of the remaining portions hereof.

10. Warranties. Each person signing this Settlement represents and warrants that he/she has been duly authorized and has the requisite authority to execute and deliver this Settlement on behalf of such Party, to bind his or her respective client or clients to the terms and conditions of this Settlement, and to act with respect to the rights and claims that are being altered or otherwise affected by this Settlement.

11. No reliance. The Parties represent and acknowledge that, in executing this Settlement, they do not rely upon and have not relied upon any representation or statement made by any Party or any of their agents, shareholders, representatives or attorneys, with regard to the subject matter, basis or effect of this Settlement or otherwise, other than as specifically stated in this Settlement.

12. The Parties further declare that, in making this Settlement, they are relying entirely upon their own judgment, beliefs and interest, and the advice of their counsel (for whose expense each shall be solely responsible), and that they have had a reasonable period of time to consider this Settlement.

13. Each Party agrees and acknowledges that (i) it has reviewed this Settlement with the benefit of assistance from its counsel, and that it fully understands and voluntarily accepts all the provisions contained in this Settlement, and (ii) this Settlement was the product of negotiations between the Parties and that any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Settlement.

14. Entire agreement. The Parties agree and acknowledge that there are no terms or provisions of the Settlement other than those expressly stated in this agreement.

15. Modifications. No modification of this Settlement shall be binding or enforceable unless in writing and signed by the Parties.

16. Successors. This Settlement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, successors, administrators and assigns.

17. Governing Law and Forum. This Settlement shall be construed and enforced in accordance with the provisions of the Bankruptcy Code and, where not inconsistent, the laws of the State of Delaware without regard to the conflicts of laws or principles thereof. The Parties acknowledge and agree that the Court shall have exclusive jurisdiction to hear and determine any claims or disputes between the Parties with respect to this Settlement.

18. Counterparts. This Settlement may be executed in an original or in one or more counterparts, including by facsimile and/or electronic mail, each of which shall be deemed a duplicate original, but all of which together constitute one and the same instrument.

19. Termination. In the event that (1) the Settlement Payments are not paid by July 31, 2017, which date the Parties may extend by written agreement, or (2) the Effective Date does not occur, or (3) the Settlement Order is reversed on appeal, this Settlement shall be null, void, and have no force or effect, the Debtors' bankruptcy counsel shall immediately return the \$300,000.00 to Chicago Title, and all Parties' rights, claims, and arguments that existed prior to this Settlement are preserved.

AGREED TO BY AND BETWEEN:

NEWBURY COMMON ASSOCIATES, LLC, et al.
Debtors and Debtors in Possession

By:

Name:
Title:

UCF I TRUST 1, LLC
Settling Lender

By:
Name:
Title:



CPR MONEY, LLC
Settling Lender

By:
Name:
Title:

ANNEMID RI NOTE HOLDER, LLC
Settling Lender

By:
Name:
Title:

WILMINGTON TRUST, N.A.
Creditor

By:
Name:
Title:

CHICAGO TITLE INSURANCE CO.
[Title Insurer to Wilmington Trust, N.A.]

By:
Name:
Title:

FIRST AMERICAN TITLE INSURANCE CO.
[Title Insurer to Cedar Hill Capital, LLC]

By:
Name:
Title:

CEDAR HILL CAPITAL, LLC
Settling Lender



By:
Name:
Title: