

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "**Agreement**") is made and entered into as of this 14th day of March, 2014 (the "**Execution Date**"), by and among Jonathan L. Flaxer, solely in his capacity as Chapter 11 Trustee (the "**Trustee**") for the bankruptcy estate (the "**Estate**") of Lehr Construction Corp. ("**Lehr**" or the "**Debtor**"), a New York corporation, having been duly appointed in the chapter 11 bankruptcy case for the Debtor pending in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"), Case No. 11-10723 (SHL) (the "**Bankruptcy Case**"), Gerald Lazar ("**Lazar**"), Janet Lazar, David Lazar, Deborah Galant (collectively, the "**Lazar Individuals**") (where applicable, the Trustee and Lazar Individuals are collectively referred to as the "**Parties**" and individually as each "**Party**") and Rosen & Associates, P.C., solely as escrow agent.

WHEREAS, the Trustee is conducting an investigation into the affairs of Lehr including claims or causes of action that may be brought on behalf of the Estate; and

WHEREAS, the Lazar Individuals were employees, owners, and/or directors of Lehr; and

WHEREAS, the Trustee has asserted claims against the Lazar Individuals in excess of \$10 million including under sections 544, 548 and 549 of title 11 of the United States Code (the "**Bankruptcy Code**"); and

WHEREAS, the Lazar Individuals dispute all the Trustee's claims against them; and

WHEREAS, Lazar has filed proof of claim number 358 with respect to his secured post-petition claim against the Estate in the amount of \$1,041,753.42 plus interest, fees, and other

amounts (the “**DIP Loan Claim**”) for repayment of a loan to the Debtor (the “**DIP Loan**”) made by Lazar pursuant to an order (the “**DIP Order**”) of the Bankruptcy Court dated March 18, 2011;

WHEREAS, Lazar filed proof of claim number 359 against Lehr in the amount of \$18,832 for severance due upon his termination by the Trustee;

WHEREAS, Lazar commenced an adversary proceeding (Ad. Proc. No. 13-10537 (SHL)) (the “**DIP Loan Adversary Proceeding**”) against the Trustee seeking repayment of all amounts due him under the DIP Loan; and

WHEREAS, the Trustee has asserted certain defenses to the enforceability of the DIP Loan; and

WHEREAS, on or about May 5, 2010, Capital One issued a letter of credit (the “**LC**”) in the amount of \$5 million, which later was reduced to \$1 million, for the benefit of NBA Properties, Inc. (the “**NBA**”) to secure Lehr’s performance under its construction management agreements with the NBA; and

WHEREAS, Lehr, as security for all of its repayment obligations to Capital One, granted Capital One a security interest in all its assets pursuant to a security agreement dated August 25, 2006 (the “**Security Agreement**”); and

WHEREAS, Lazar guaranteed Lehr’s obligations under the Security Agreement pursuant to a personal guaranty (the “**Lazar Guaranty**”); and

WHEREAS, on April 20, 2011, Lazar executed a Pledged Collateral Account Control Agreement (the “**Pledged Collateral Agreement**”), pursuant to which he granted Capital One a security interest in his Merrill Lynch account (the “**Lazar Account**”) to secure his obligations under the Lazar Guaranty; and

WHEREAS, the NBA made a draw on the LC based upon Lehr’s alleged breaches of a construction management agreement; and

WHEREAS, in accordance with the Pledged Collateral Agreement, Merrill Lynch transferred \$606,512.50 from the Lazar Account to Capital One in satisfaction of Lehr’s obligations under the LC; and

WHEREAS, Lazar believes that the damages alleged by the NBA to have been caused by the Debtor, which resulted in the NBA’s draw on the LC, were in fact caused by the NBA itself, and not the Debtor, and that, therefore, the Debtor has a claim against the NBA to return to the Debtor the amounts drawn under the LC (the “**NBA Claim**”); and

WHEREAS, the NBA has informed the Trustee that it is holding the sum of \$84,700, representing proceeds of the LC, to which it does not claim entitlement; and

WHEREAS, by motion (the “**Subrogation Motion**”) dated November 6, 2013, Lazar seeks an order of the Bankruptcy Court amending Proof of Claim No. 10 filed by Capital One to name him as the holder thereof by way of subrogation pursuant to section 509(a) of the Bankruptcy Code; and

WHEREAS, the Trustee has asserted that Lazar is not entitled to the relief requested in the Subrogation Motion; and

WHEREAS, the Parties, in order to avoid the risk and expense of litigation, now wish to settle all disputes between them upon the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the covenants, mutual promises, and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in full settlement of all claims asserted or that could have been asserted by the Trustee against the Lazar Individuals, the Parties hereby agree and covenant as follows:

1. Settlement Amount. Lazar, for and on behalf of himself and the other Lazar Individuals shall pay to the Trustee the sum of two million dollars (\$2,000,000) (the "Settlement Amount"), in accordance with and subject to the terms and conditions set forth herein.

2. Approval Order. The Trustee shall file a motion seeking entry of an order of the Bankruptcy Court approving this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019. With the exception of this paragraph 2 and paragraphs 4(a), 4(c), 4(d), 4(e), 9 (first sentence only), 12, 14 (to the extent that the other paragraphs recited in this sentence are binding prior to the Approval Date), 15 through 31 of this Agreement, which shall become effective immediately upon the Execution Date, this Agreement shall become effective on the date (the "Approval Date") on which the Bankruptcy Court enters an order approving this Agreement in the form of Exhibit 1 attached hereto (the "Approval Order"), without any material modifications thereto except as may be agreed to in writing by the Parties.

3. Final Order. As used herein, the term "Final Order" means an order of the Bankruptcy Court or any court of competent jurisdiction that is no longer subject to the imposition of any stay pending appeal or subject to reversal, modification or amendment by

appeal, review or writ of certiorari; provided, however, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule may be, but has not been filed, shall not cause an order not to be a Final Order. As used herein, the term “**Final Date**” means the date on which the Approval Order becomes a Final Order.

4. Payment of Settlement Amount, Release from Escrow and Reserve.

(a) Contemporaneously herewith, Lazar shall pay the Settlement Amount to the Trustee by delivering to Rosen & Associates, P.C. a certified or bank check, made payable to “Rosen & Associates, P.C. as Escrow Agent,” or by causing a wire transfer to be made to Rosen & Associates, P.C., which shall hold the Settlement Amount in escrow in a trust account until the Approval Date.

(b) On the Approval Date, (i) Rosen & Associates, P.C. shall remit the Settlement Amount to CSC Trust Company of Delaware as escrow agent (the “**Escrow Agent**”), which shall hold it in accordance with the Escrow Agreement attached hereto as **Exhibit 2**, and (ii) the Trustee shall remit one million fifty thousand dollars (\$1,050,000) (the “**DIP Loan Claim Amount**”) to the Escrow Agent, which shall hold it in accordance with the Escrow Agreement. Although the DIP Loan Claim Amount shall be maintained in escrow to preserve Lazar’s ability to seek and obtain repayment of the DIP Loan if the Final Date does not occur and Lazar resumes his prosecution of the DIP Loan Adversary Proceeding, Lazar’s right to repayment shall not be limited to such amount, and the escrow of the DIP Loan Claim Amount shall not prejudice the Trustee’s rights to defend the DIP Loan Adversary Proceeding. In the event of any conflict between this Agreement and the Escrow Agreement, the terms of the Escrow Agreement shall

control. The Trustee and Lazar shall each be responsible for fifty percent (50%) of the fees of the Escrow Agent.

(c) In the event that the Approval Date shall not have occurred on or before September 30, 2014, then on October 31, 2014, Rosen & Associates, P.C. shall return the Settlement Amount together with any interest earned thereon to Lazar, this Agreement shall be deemed to be of no further force and effect, and the rights of the Parties shall be restored to the same as they were immediately prior to the Execution Date.

(d) Notwithstanding subparagraph (c), if, on or before October 31, 2014, the Bankruptcy Court enters an order denying the Trustee's motion for the Approval Order, and the Trustee appeals therefrom subparagraph (c) shall not take effect unless such order is affirmed on appeal by a Final Order.

(e) In the event that the Approval Order is reversed on appeal by a court of competent jurisdiction by Final Order, the Trustee and Lazar shall within two (2) business days jointly execute and deliver a letter to the Escrow Agent directing it to return the Settlement Amount plus any interest earned thereon to Lazar, and to return the DIP Loan Claim Amount plus any interest earned thereon to the Trustee, this Agreement shall be deemed to be of no further force and effect, and the rights of the Parties shall be restored to the same as they were immediately prior to the Execution Date.

(f) Not later than two (2) business days following the Final Date the Trustee and Lazar shall jointly execute and deliver a letter to the Escrow Agent directing it, in accordance with the Escrow Agreement, to release to the Trustee all funds being held under the Escrow Agreement and such funds shall be property of the Estate.

5. Release of DIP Loan and Preservation of NBA Claim.

(a) On the Approval Date, Lazar shall request that the Bankruptcy Court suspend the prosecution and the defense of the DIP Loan Adversary Proceeding pending the Final Date. On the Final Date, Lazar shall be deemed to have waived his rights to repayment of all amounts due under the DIP Loan, released the Estate from such repayment obligation together with any and all security interests and liens securing such obligation, and withdrawn the DIP Loan Claim. Lazar shall execute and file such documents and instruments as the Trustee shall reasonably request to evidence such waiver and releases, including a Notice of Dismissal of the DIP Loan Adversary Proceeding with prejudice.

(b) Nothing contained in this Agreement shall prejudice the rights of Lazar to prosecute the NBA Claim in his own name as subrogee of the Debtor or in the name of the Debtor itself, and the Trustee (i) hereby consents to Lazar's prosecution of the NBA Claim and sells, transfers, and assigns to Lazar the NBA Claim and the Estate's right to recovery of such claim, and (ii) will take all reasonable steps to cooperate with Lazar in the prosecution of such claim; provided, however, that the Trustee shall not be required to incur any cost or expense. In the event the NBA remits any funds to the Trustee based upon the Estate's rights with respect to the Lehr's renovation of the NBA's headquarters located at 645 Fifth Avenue, New York, NY or the LC, the Trustee shall, in turn, remit such funds to Lazar.

6. Withdrawal of Subrogation Motion. On the Approval Date, Lazar shall request that the Bankruptcy Court adjourn, without date, the Subrogation Motion, and on the Final Date, the Subrogation Motion shall be deemed withdrawn with prejudice, and Lazar shall execute and file with the Bankruptcy Court a Notice of Dismissal of the Subrogation Motion with prejudice.

7. Release by the Lazar Individuals. On the Final Date, the Lazar Individuals hereby release the Estate, the Trustee and any successor chapter 11 or chapter 7 trustee that may be appointed in the Bankruptcy Case, and their attorneys, agents, accountants and other professionals (acting in such capacities) (collectively, the "Trustee Releasees") from any and all actions and causes of action, suits, debts, obligations, covenants, rights, claims, counterclaims, sums of money, judgments, executions, damages, demands, and liabilities of any type or nature, whether known or unknown, suspected or unsuspected, asserted or unasserted, direct or indirect, vested, fixed, contingent or conditional, at law or in equity (collectively, "Claims") that all or any of the Lazar Individuals have or ever had against the Trustee Releasees from the beginning of the world to the Execution Date that relate in any way to Lehr or the DIP Loan, including, without limitation, the payment of principal, interest, fees or any other amounts payable pursuant to or in connection with the DIP Loan, any proof of claim filed by or on behalf of any Lazar Individual in the Bankruptcy Case, including, without limitation, proofs of claim nos. 358 and 359 and any claim asserted by any Lazar Individual by way of right of subrogation.

8. Release by Trustee. On the Final Date, the Trustee, on behalf of the Debtor and the Estate, hereby releases the Lazar Individuals and their successors, assigns, heirs, executors, and administrators (collectively, the "Lazar Releasees") from any and all Claims that the Trustee, the Estate, or Lehr has or ever had against the Lazar Individuals from the beginning of the world to the Execution Date that relate in any way to Lehr (the "Trustee Released Claims"). This release is not intended to and does not release any other persons or entities other than the Lazar Releasees. This release releases Jeffrey Lazar solely in his capacity as successor, assign, heir, executor, and administrator of any of the Lazar Individuals, but does not release any claims of the Trustee against Jeffrey Lazar in any other capacity.

9. Injunction. The Trustee shall use his reasonable best efforts to obtain the Approval Order as promptly as practicable after the Execution Date. The Approval Order shall include an order by the Bankruptcy Court permanently enjoining all persons and entities who filed, could have filed, or could file a claim in the Debtor's chapter 11 case from commencing or continuing any and all past, present or future Claims against any Lazar Individual based on, relating to, or arising from, the Trustee Released Claims that are duplicative or derivative of a Trustee Released Claim or a right belonging to the Debtor or the Estate, including Claims based on alter ego or veil piercing or similar doctrine or otherwise based on the contention that the Lazar Individuals are liable for the debts of the Debtor ("Enjoined Claim"), including:

- (a) The commencement or continuation in any manner, directly or indirectly, of any suit, action or other proceeding against or affecting a Lazar Individual;
- (b) The enforcement, levy or attachment, collection or other recovery by any means in any manner, whether directly or indirectly on any judgment, award, decree or other order against a Lazar Individual;
- (c) The creation, perfection or other enforcement in any manner, directly or indirectly, of any encumbrance against a Lazar Individual;
- (d) The set-off or assertion in any manner of a right to seek reimbursement, indemnification, contribution from or subrogation against or otherwise recoup in any manner, directly or indirectly, any amount against a Lazar Individual; and
- (e) Any act to obtain possession or property or exercise control over the property of a Lazar Individual.

10. Bar Order. Upon the Approval Date, pursuant to the Approval Order:

(a) Any and all persons or entities shall be permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any Claim against any Lazar Individual arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including claims for breach of contract, misrepresentation, or unjust enrichment, where such Claim is, or arises from, the Trustee Released Claims, and the alleged injury to such person or entity arises from that person's or entity's alleged liability to the Debtor, including any Claim in which a person or entity seeks to recover from any Lazar Individual (i) any amounts that such person or entity has or might become liable to pay to the Debtor and/or (ii) any costs, expenses, or attorneys' fees from defending any Claim by the Trustee. (Hereafter such persons or entities shall be referred to as "Barred Parties"). The provisions herein are intended to preclude any liability of any Lazar Individual to any Barred Party for indemnification, contribution, or otherwise, on any Claim that is, or arises from, the Trustee Released Claims and where the alleged injury to the Barred Party arises from that Barred Party's alleged liability to the Debtor; provided, however, that if the Trustee obtains any judgment against any such Barred Party based upon, arising out of, or relating to the Trustee Released Claims, for which such Barred Party and any of the Lazar Individuals are found to have shared liability and a Lazar Individual is or would be liable to a Barred Party for any portion of the Barred Party's liability to the Trustee, provided further, that the Trustee shall have had the opportunity to oppose such Barred Party's claim that any of the Lazar Individuals have or would have any such shared liability, such Barred Party shall be entitled to a judgment credit equal to an amount that corresponds to the Lazar Individual's percentage of responsibility for the loss to the Debtor.

(b) The Lazar Releasees shall be permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any claim for indemnity or contribution against any person arising out of the claims or allegations made by the Trustee, whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, or third-party claims, in the Bankruptcy Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

(c) The reduction for the Barred Parties provided in Paragraph 10(a) is in consideration to such parties for the Bar Order provided herein.

11. Injunction Enforcement. Following the entry of the Approval Order, the Trustee shall use his reasonable best efforts to enforce the permanent injunction and shall oppose challenges, if any, to the scope, applicability, effect, and enforcement with respect to the Enjoined Claims. In the event that there is any dispute about the scope, applicability, enforcement or effect of this injunction, the parties to such dispute shall contact Chambers to schedule a telephonic conference to discuss the dispute and determine the need for further proceedings and no party shall submit any pleadings or letters to the Court regarding the scope and effect of the injunction without first obtaining permission from the Court.

12. Insurance. The Lazar Individuals represent (each for themselves) that they do not have any insurance policies that are applicable to any actual or potential Claims for contribution or indemnification against the Lazar Individuals.

13. Cooperation. From and after the Approval Date and for a period of three (3) years, Lazar agrees, without compensation, other than the releases and injunctions provided for herein, to fully and forthrightly cooperate with and to assist the Trustee (a) in explaining the

business affairs of Lehr and the circumstances that led to the chapter 11 filing for Lehr and, (b) by providing truthful testimony (including, without limitation, testimony by declaration, by affidavit, by deposition or in court) as the Trustee may request concerning any matter related to Lehr; it being understood that the failure by Lazar to fulfill his obligations under this Paragraph 13 shall not affect the releases and injunction provided in this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective heirs, representatives, successors (including any chapter 11 plan representative or successor chapter 11 or chapter 7 trustees that may be appointed in the Bankruptcy Case) and assigns.

15. No Inferences. The Parties acknowledge that this Agreement represents a settlement as herein recited and is not an adjudication of the merits of claims being settled. Further, the Parties acknowledge that, by entering into this Agreement, no Party admits or acknowledges the existence of any liability or wrongdoing or the existence of any defense, and that no inferences may be drawn from this Agreement in any other litigation or context and nothing said in this Agreement shall constitute an admission of any fact.

16. Governing Law. This Agreement shall be governed by the internal laws of the State of New York without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

17. Representations and Warranties. Each of the undersigned represents and warrants that he, she, or it has full power and authority to execute this Agreement on behalf of the parties set forth below his, her, or its name. The Trustee, on behalf of the Debtor and the Estate, is authorized to take all actions necessary to effectuate this Agreement.

18. Tolling. All applicable statutes of limitations or repose, or any other time-related limitation, restriction, bar, or defense, including any statutory, common law, and contractual limitation period (including any period of limitation set forth in section 546 of the Bankruptcy Code), and any equitable time-related limitation including laches, waiver, and estoppel (collectively, the “Time-Related Defenses”) relating to, or that may be asserted with respect to any claims of Lehr or the Trustee against the Lazar Individuals are hereby suspended and tolled as of the Execution Date and continuing through thirty (30) days after the Final Date (the “Tolling Period”); provided, however, that if the Final Date does not occur, the Tolling Period shall extend through thirty (30 days) after the date of a Final Order that rejects approval of this Agreement. The Parties agree that the time elapsed during the Tolling Period shall be excluded from the computation of time for purposes of any Time-Related Defenses, and the Lazar Individuals hereby waive and agree not to plead or invoke any Time-Related Defenses based on the passage of time during the Tolling Period to any claims asserted by the Trustee. As of the expiration of the Tolling Period, if the Final Date has not occurred, the rights of the Trustee and Lehr and their respective successors-in-interest with respect to any Claims shall be as they were immediately prior to the Execution Date. The Trustee’s time to answer the DIP Loan Adversary Proceeding and respond to the Subrogation Motion are extended to a date that is thirty (30) days after the entry of a Final Order denying approval of this Agreement.

19. Drafting. This Agreement shall be deemed to have been drafted jointly by each of the Parties and no inferences shall be drawn against any Party as a result of the drafting process.

20. Counterparts. This Agreement may be signed by facsimile or other electronic transmission and in counterpart originals with the same force and effect as if fully and simultaneously signed on a single original document. Copies of signed counterparts transmitted

by facsimile or other electronic transmission shall be considered original, executed counterparts for the purposes of this paragraph.

21. Jurisdiction to Approve and Enforce. The Bankruptcy Court shall have and retain jurisdiction to enter final orders and judgments approving and enforcing the terms of this Agreement, which shall include deciding any claims or disputes that may arise or result in connection with this Agreement, any breach or default hereunder, or the transactions contemplated hereby.

22. Further Representations and Warranties. Each Party hereto represents and warrants that such Party is the sole owner of any claims and matters subject to release hereunder and that neither such Party, nor its or his predecessors or assigns or affiliates, has sold, assigned, transferred, or purported to assign or transfer any claim released in this Agreement to any person or entity.

23. No Admission of Liability or Wrongdoing. By entering into this Agreement, the Lazar Individuals do not admit and they expressly deny that they have any liability to the Trustee or owe any sums to the Trustee other than the Settlement Amount, and the Trustee does not admit and he expressly denies that the Lazar Individuals have any defenses to the claims of the Trustee.

24. Breach of this Agreement. Breach of this Agreement will subject the breaching Party to liability for such remedies as may be available at law or in equity. The releases set forth in this Agreement shall not apply so as to release the Parties from their obligations under this Agreement.

25. Costs and Expenses. Except as set forth in paragraph 4(b), the Parties will bear their own fees, costs, and expenses incurred in connection with all litigation of any nature between the parties, including the DIP Loan Adversary Proceeding and the Subrogation Motion, and the negotiation and preparation of this Agreement and any other documents necessary to effectuate this Agreement, and no Party shall seek an award of attorneys' fees from any other Party.

26. No External or Implied Representations and Warranties. The terms of this Agreement are contractual and not mere recitals, and no representations have been made or are being relied on that are not contained herein.

27. Lawful Acts. Each Party promises to take or cause to be taken all lawful acts to effect the promises, covenants, agreements, and acknowledgements in this Agreement.

28. Confidentiality. Prior the filing of the motion for the Approval Order by the Trustee, the Lazar Individuals and their counsel may disclose that the dispute between the Trustee and the Lazar Individuals has been resolved, but shall not disclose this Agreement or its terms to anyone without consent of the Trustee..

29. Amendment. This Agreement may be amended or modified only by a written instrument executed by the Parties; provided, however, that if such amendment or modification materially adversely affects the Estate, it shall be approved by the Bankruptcy Court. Any party hereto may waive any right hereunder, provided it does so by written instrument executed by such Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a waiver of any other breach.

30. Entire Agreement. This Agreement represents and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

31. Headings. The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning hereof.

32. Notices. Any and all statements, communications, or notices to be provided pursuant to this Agreement shall be in writing and sent by electronic mail or overnight delivery service. Such notices shall be sent to the individuals listed below, or to such other individuals as the respective party may designate in writing from time to time:

FOR THE LAZAR INDIVIDUALS AND LAZAR RELEASEES:

Sanford Rosen, Esq.
Ashley Koenen, Esq.
Rosen & Associates, P.C.
747 Third Avenue
New York, New York 10017-998
Email: srosen@rosenpc.com; akoenen@rosenpc.com

FOR THE TRUSTEE:

Michael S. Devorkin, Esq.
Douglas L. Furth, Esq.
Golenbock Eiseman Assor Bell & Peskoe LLP
35th Floor
437 Madison Avenue
New York, NY 10022
Email: mdevorkin@golenbock.com; dfurth@golenbock.com

IN WITNESS WHEREOF, the undersigned hereto have executed this Agreement as of
the date first above written.

JONATHAN L. FLAXER, solely in his
capacity as Chapter 11 Trustee for Lehr
Construction Corp.

Jonathan L. Flaxer, as
chapter 11 trustee

GERALD LAZAR

Gerald Lazar

JANET LAZAR

Janet Lazar

DAVID LAZAR

David Lazar

DEBORAH GALANT

Deborah Galant

Rosen & Associates, P.C.
Solely in its capacity as escrow agent

By: 

Its

Authorized Officer

Exhibit 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
LEHR CONSTRUCTION CORP.,	: Case No. 11-10723 (SHL)
Debtor.	:
-----X	

**ORDER APPROVING SETTLEMENT AND RELEASE AGREEMENT
AMONG JONATHAN L. FLAXER, SOLELY IN HIS CAPACITY
AS CHAPTER 11 TRUSTEE FOR THE ESTATE OF LEHR CONSTRUCTION CORP.,
AND THE LAZAR INDIVIDUALS**

Upon the motion, dated March __, 2014 (the “**Motion**”), of Jonathan L. Flaxer, solely in his capacity as chapter 11 trustee (the “**Trustee**”) for the estate (the “**Estate**”) of the above-captioned debtor (“**Lehr**” or the “**Debtor**”), by his counsel, Golenbock Eiseman Assor Bell & Peskoe LLP, for entry of an order (this “**Order**”) authorizing the Trustee to enter into and approving the Settlement and Release Agreement dated as of March __, 2014 (the “**Agreement**”)¹ with Gerald Lazar, Janet Lazar, David Lazar and Deborah Galant (collectively, the “**Lazar Individuals**”) pursuant to Section 105(a) of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and it appearing that the relief requested in the Motion is in the best interests of the Estate, its creditors and other parties-in-interest; and the Court having held a hearing to consider the requested relief (the “**Hearing**”); and upon the record of the Hearing; and after due deliberation and sufficient cause appearing therefor, the Court hereby makes the following:

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:²

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction over the Motion and relief requested therein, including responses and objections thereto, if any, pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and immediately appealable order within the meaning of 28 U.S.C. § 158(a).

C. The predicates for the relief sought in the Motion are Section 105 of the Bankruptcy Code and Bankruptcy Rule 9019.

Retention of Jurisdiction

D. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order and the Agreement, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to the relief set forth in this Order, or affecting, any of the transactions contemplated under the Agreement.

Notice of the Motion

E. The Trustee has provided due and adequate notice of the Motion and the Hearing to all parties in interest pursuant to Bankruptcy Rule 2002, and no further notice is necessary. Without limiting the generality of the foregoing, adequate notice of the Motion and Hearing has been provided, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all other parties entitled to notice pursuant to the Court's

² 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 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.

Order Pursuant to Sections 105(a) and (d) of the Bankruptcy Code and Bankruptcy Rules 1015(c), 2002(m) and 9007 Implementing Certain Notice and Case Management Procedures, dated April 5, 2011.

Sound Business Judgment and Reasonableness

F. The relief requested in the Motion is in the best interests of the Estate and the Debtor's creditors. The Trustee has demonstrated good, sufficient and sound business purposes and justifications for the relief requested in the Motion and the approval of the transactions contemplated thereby.

G. The Agreement is fair and reasonable and in the best interests of the Debtor, its Estate, its creditors and other parties-in-interest. The amount of the settlement under the Agreement, including payment of the Settlement Amount and forgiveness of the disputed DIP Loan Claim Amount, represents fair and reasonable consideration for the release granted by the Trustee. The Agreement was negotiated in good faith and at arm's length and all parties were represented by counsel.

H. The Trustee has demonstrated that the probability of success for the Trustee in litigation over the matters resolved by the Agreement is uncertain; that the litigation of the matters resolved by the Agreement would be complex and costly to the Estate; and that the entry into the Agreement is consistent with the reasonable range of potential litigation outcomes.

I. The injunction and bar order provided herein under Section 105(a) of the Bankruptcy Code are warranted, necessary, narrowly tailored, necessary for the Agreement and consistent with applicable New York law, including Section 15-108 of the New York General Obligations Law. Issuance of the injunction precluding any creditor of the Estate who filed, could have filed, or could file a claim in the Debtor's chapter 11 case from commencing or continuing any and all past, present

or future Claims against any Lazar Individual based on, relating to, or arising from, the Trustee Released Claims that are duplicative or derivative of a Trustee Released Claim or a right belonging to the Debtor or the Estate, including Claims based on alter ego or veil piercing or similar doctrines or otherwise based on the contention that the Lazar Individuals are liable for the debts of the Debtor is necessary and appropriate to carry out the provisions of the Bankruptcy Code.

**For all of the foregoing and after due deliberation, IT IS ORDERED, ADJUDGED,
AND DECREED THAT:**

1. The Motion is GRANTED.
2. For the reasons set forth herein and on the record at the Hearing, any and all objections to the Motion and the relief requested therein and/or granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.
3. Pursuant to Bankruptcy Rule 9019(a), the Trustee's decision to enter into the Agreement is reasonable and appropriate under the circumstances, satisfies all applicable standards, and is approved in all respects.
4. Pursuant to Bankruptcy Rule 9019(a), the Trustee is authorized to enter into the Agreement and to execute such documents and instruments and take all actions reasonably necessary to implement its terms without further order of the Court.
5. Pursuant to Bankruptcy Rule 9019(a), the Agreement and mutual releases of claims as set forth in the Agreement are hereby approved.
6. All persons and entities who filed, could have filed, or could file a claim in the Debtor's chapter 11 case are hereby enjoined from commencing or continuing any and all past, present or future Claims against any Lazar Individual based on, relating to, or arising from, the

Trustee Released Claims that are duplicative or derivative of a Trustee Released Claim or a right belonging to the Debtor or the Estate, including Claims based on alter ego or veil piercing or similar doctrines or otherwise based on the contention that the Lazar Individuals are liable for the debts of the Debtor, including:

- (a) The commencement or continuation in any manner, directly or indirectly, of any suit, action or other proceeding against or affecting a Lazar Individual;
- (b) The enforcement, levy or attachment, collection or other recovery by any means in any manner, whether directly or indirectly on any judgment, award, decree or other order against a Lazar Individual;
- (c) The creation, perfection or other enforcement in any manner, directly or indirectly, of any encumbrance against a Lazar Individual;
- (d) The set-off or assertion in any manner of a right to seek reimbursement, indemnification, contribution from or subrogation against or otherwise recoup in any manner, directly or indirectly, any amount against a Lazar Individual; and
- (e) Any act to obtain possession or property or exercise control over the property of a Lazar Individual.

7. Upon the Approval Date:

- (a) Any and all persons or entities shall be permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any Claim against any Lazar Individual arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including claims for breach of contract,

misrepresentation, or unjust enrichment, where such Claim is, relates to, or arises from, the Trustee Released Claims, and the alleged injury to such person or entity arises from that person's or entity's alleged liability to the Debtor, including any Claim in which a person or entity seeks to recover from any Lazar Individual (i) any amounts that such person or entity has or might become liable to pay to the Debtor and/or (ii) any costs, expenses, or attorneys' fees from defending any Claim by the Trustee. (Hereafter such persons or entities shall be referred to as "**Barred Parties**"). The provisions herein are intended to preclude any liability of any Lazar Individual to any Barred Party for indemnification, contribution, or otherwise, on any Claim that is, relates to, or arises from, the Trustee Released Claims and where the alleged injury to the Barred Party arises from that Barred Party's alleged liability to the Debtor; provided, however, that if the Trustee obtains any judgment against any such Barred Party based upon, arising out of, or relating to the Trustee Released Claims, for which such Barred Party and any of the Lazar Individuals are found to have shared liability and a Lazar Individual is or would be liable to a Barred Party for any portion of the Barred Party's liability to the Trustee, provided further, that the Trustee shall have had the opportunity to oppose such Barred Party's claim that any of the Lazar Individuals have or would have any such shared liability, such Barred Party shall be entitled to a judgment credit equal to an amount that corresponds to the Lazar Individual's percentage of responsibility for the loss to the Debtor.

(b) The Lazar Individuals shall be permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any claim for indemnity or contribution against any person arising out of the claims or allegations made by the Trustee, whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, or third-party claims, in the Bankruptcy Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

8. Following the entry of this Order, the Trustee shall use his reasonable best efforts to enforce the permanent injunction and shall oppose challenges, if any, to the scope, applicability, effect, and enforcement with respect to the Enjoined Claims. In the event that there is any dispute about the scope, applicability, enforcement or effect of this injunction, the parties to such dispute shall contact chambers to schedule a telephonic conference to discuss the dispute and determine the need for further proceedings and no party shall submit any pleadings or letters to the Court regarding the scope and effect of the injunction without first obtaining permission from the Court.

9. This Order and the Agreement shall be binding upon the Trustee, the Debtor, the Lazar Individuals, and all Persons who received notice of the Motion. If there is a conflict between this Order and the Agreement, the Agreement will control.

10. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

11. This Court shall retain jurisdiction to interpret and enforce the provisions of this Order and the Agreement in all respects, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to, or affecting, any of the transactions contemplated under the Agreement.

Dated: New York, New York
March __, 2014

UNITED STATES BANKRUPTCY JUDGE

Exhibit 2

ESCROW AGREEMENT

Escrow Agreement dated as of March 14, 2014 (the "Effective Date") by and among Jonathan L. Flaxer solely in his capacity as chapter 11 trustee for Lehr Construction Corp. (the "Trustee"), Gerald Lazar ("Lazar") and CSC Trust Company of Delaware, as escrow agent hereunder (the "Escrow Agent").

WHEREAS, the Trustee and Lazar have agreed pursuant to that certain Settlement Agreement and Release dated as of March 14, 2014 (the "Settlement Agreement") to deposit in escrow certain funds and wish such deposit to be subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment.** The Trustee and Lazar hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
2. **Escrow Fund.** Within two (2) Business Days (as hereafter defined) (the "Deposit Date") of the United State Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entering an order ("Approval Order") pursuant to Federal Rule of Bankruptcy Procedure 9019 approving the Settlement Agreement, Lazar shall deposit with the Escrow Agent the sum of two million dollars (\$2,000,000) (the "Lazar Escrow Deposit") and the Trustee shall deposit the sum of one million fifty thousand dollars (\$1,050,000) (the "Trustee Escrow Deposit" and together with the Lazar Escrow Deposit, the "Escrow Deposits"). The Escrow Agent shall hold the Escrow Deposits and, subject to the terms and conditions hereof, shall invest and reinvest the Escrow Deposits and the proceeds thereof (the "Escrow Fund") as directed in Section 3.
3. **Investment of Escrow Fund.** During the term of this Escrow Agreement, the Escrow Fund shall be invested and reinvested by the Escrow Agent in the investment indicated on Schedule 1 or such other investments as shall be directed in writing by the Trustee and Lazar and as shall be acceptable to the Escrow Agent. All investment orders involving U.S. Treasury obligations, commercial paper and other direct investments may be executed through broker-dealers selected by the Escrow Agent. Periodic statements will be provided to Trustee and Lazar reflecting transactions executed on behalf of the Escrow Fund. The Trustee and Lazar, upon written request, will receive a statement of transaction details upon completion of any securities transaction in the Escrow Fund without any additional cost. Should any party hereto opt to receive monthly statements electronically through the Escrow Agent's online service, such party hereby agrees that it shall have no further right under this Agreement to receive hard copy statements via regular mail. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement. The Escrow Agent shall have no liability for any loss sustained as a result of any investment in an investment indicated on Schedule 1 or any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or

reinvest the Escrow Fund. The Escrow Agent may earn compensation in the form of short-term interest ("float") on items like uncashed distribution checks (from the date issued until the date cashed), funds that the Escrow Agent is directed not to invest, deposits awaiting investment direction or received too late to be invested overnight in previously directed investments.

4. **Disposition and Termination.** On the Final Date (as defined in the Settlement Agreement), the Escrow Agent shall, in accordance with this Section 4 of the Escrow Agreement, release to the Trustee to an account designated in writing by the Trustee all funds being held under the Escrow Agreement, including all interest and other income earned thereon, and such funds shall be property of the Estate. In the event that the Final Date does not occur because the Approval Order is reversed on appeal by a court of competent jurisdiction by Final Order, the Lazar Escrow Deposit and all interest or other income earned thereon shall be allocated and returned to Lazar, and the Trustee Escrow Deposit and all interest or other income earned thereon shall be allocated and returned to the Trustee to accounts designated in writing by Lazar and the Trustee. The Escrow Agent shall deliver the Escrow Fund only upon, and pursuant to, (i) the joint written instructions as prepared by counsel for the Trustee and Lazar and signed by the Trustee and Lazar or (ii) in accordance with an order of the United States Bankruptcy Court that is final and no longer subject to appeal as certified by counsel for Lazar or Trustee, as the case may be, in a written certification delivered to the Escrow Agent along with such court order. Upon delivery of the Escrow Fund by the Escrow Agent, this Escrow Agreement shall terminate, subject to the provisions of Section 8.

5. **Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Fund. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the Trustee or Lazar. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction. Anything in this Escrow Agreement to the contrary notwithstanding, in

no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. **Succession.** The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving 10 days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to the Escrow Agent, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of the Escrow Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated shall be the Escrow Agent under this Escrow Agreement without further act.

7. **Fees.** The Trustee and Lazar each agrees jointly and severally to (i) pay the Escrow Agent upon the Deposit Date and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing shall be as described in Schedule 1 attached hereto, and (ii) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney's fees and expenses, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Escrow Agreement; it being understood and agreed that it is the intention of the parties that the Trustee and Lazar shall each pay fifty percent (50%) of all fees and expenses of the Escrow Agent.

8. **Indemnity.** The Trustee and Lazar shall jointly and severally indemnify, defend and save harmless the Escrow Agent and its directors, officers, agents and employees (the "indemnitees") from all loss, liability or expense (including the fees and expenses of in house or outside counsel) arising out of or in connection with (i) the Escrow Agent's execution and performance of this Escrow Agreement, except in the case of any indemnitee to the extent that such loss, liability or expense is due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from the Trustee or Lazar, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement. The parties hereby grant the Escrow Agent a lien on, right of set-off against and security interest in the Escrow Fund for the payment of any claim for indemnification, compensation, expenses and amounts due hereunder.

9. **TINs/SSNs.** The Trustee and Lazar each represent that their correct Taxpayer Identification Number ("TIN") or Social Security Number ("SSN") assigned by the Internal Revenue Service or any other taxing authority is set forth in Schedule 1. All interest or other income earned under the Escrow Agreement shall be reported, to the extent required by law, by the Escrow Agent to the IRS or any other taxing authority, as applicable, on IRS form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Fund by Lazar (65.6% if the Final Date does not occur; 0% if the Final Date occurs) and the Trustee (34.4% if the Final

Date does not occur; 100% if the Final Date occurs) whether or not said income has been distributed during the year. Any other tax returns required to be filed by Lazar and/or the Trustee will be prepared and filed by Lazar and/or the Trustee, as the case may be, with the IRS and any other taxing authority as required by law including but not limited to any applicable reporting. The parties hereto acknowledge and agree that the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return. The Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities as it determines may be required by any law or regulation in effect at the time of the distribution.

10. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received:

- (i) upon delivery if delivered personally or upon confirmed transmittal if by facsimile;
- (ii) on the next Business Day (as hereinafter defined) if sent by overnight courier; or
- (iii) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth on Schedule 1 or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to (ii) and (iii) of this Section 10, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth on Schedule 1 is authorized or required by law or executive order to remain closed.

11. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 2 hereto ("Schedule 2"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Trustee or Lazar to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

12. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 6, without the prior consent of the other parties. This Escrow Agreement shall be governed by and construed under the laws of the State of Delaware. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, floods, strikes, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Patriot Act Compliance.** In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program ("CIP") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers ("Applicable Law"), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each Interested Party agrees to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify such Interested Party such as organizational documents, certificates of good standing (where applicable), licenses to do business or other pertinent identifying information. Each Interested Party understands and agrees that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identities of the Interested Parties in accordance with its CIP.

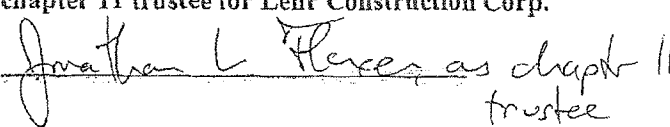
IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of
March 14, 2014.

CSC Trust Company of Delaware
as Escrow Agent


By: 

Alan R. Halpern
Vice President

JONATHAN L. FLAXER, solely in his capacity as
chapter 11 trustee for Lehr Construction Corp.

 as chapter 11
trustee

GERALD LAZAR



Schedule 1

Effective Date: March 14, 2014

Name of Lazar: Gerald Lazar
Lazar Notice Address: c/o Sanford P. Rosen
Rosen & Associates, P.C.
747 Third Avenue
New York, NY 10017-2803
Telephone: 212-223-1100
Facsimile: 212-223-1102

Lazar TIN: 125-32-7383

Name of Trustee: Jonathan L. Flaxer, solely in his capacity as Chapter 11
Trustee for Lehr Construction Corp.
Trustee Notice Address: c/o Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue
New York, New York 10022
Telephone: 212-907-7327
Facsimile: 212-754-0777

Trustee TIN: 13-2993507

Name of Escrow Agent: CSC Trust Company of Delaware
Trustee Notice Address: 2711 Centerville Road, Suite 400
Wilmington, DE 19808
Attn: Escrow Administration
Telephone: 866-291-6119
Facsimile: 302-636-8666

Escrow Agent Fees:

**\$2,000 -- escrow agent fee payable on the Deposit Date
and upon each subsequent annual anniversary date.**

TRANSACTION FEES:

Wire transfer of fund: \$35.00/domestic wire initiated; \$50/international wire initiated
Checks Cut: \$10.00/check cut
1099 Preparation: \$12.00/1099 prepared
Returned Check: \$30.00/returned item

An additional annual fee of 15 basis points on the escrow account balance payable in advance may be charged for investments other than institutional money market funds with which the Escrow Agent has established servicing arrangements. Out-of-pocket expenses, fees and disbursements and services of an unanticipated or unexpected nature are not included in the above schedule and will be billed at cost.

Escrow Deposits: \$2,000,000.00 – Lazar Escrow Deposit
\$1,050,000.00 – Trustee Escrow Deposit

Investment: [select one]

- [x] BlackRock Temp Fund Cash Management Class (the "Share Class"), an institutional money market mutual fund for which the Escrow Agent serves as shareholder servicing agent and/or custodian or subcustodian. The parties hereto: (i) acknowledge Escrow Agent's disclosure of the services the Escrow Agent is providing to and the fees it receives from BlackRock; (ii) consent to the Escrow Agent's receipt of these fees in return for providing shareholder services for the Share Class; and (iii) acknowledge that the Escrow Agent has provided on or before the date hereof a BlackRock Temp Fund Cash Management Class prospectus which discloses, among other things, the various expenses of the Share Class and the fees to be received by the Escrow Agent.
- [] Such other investments as Trustee, Lazar and Escrow Agent may from time to time mutually agree upon in a writing executed and delivered by the Trustee and Lazar and accepted by the Escrow Agent.
- [] The Escrow Deposits shall be held in a non-interest bearing account.

Schedule 2

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Trustee:

<u>Name</u>	<u>Telephone Number</u>
1. Jonathan L. Flaxer	(212) 907-7327
2. Douglas L. Furth	(212) 907-7340
3. _____	_____

If to Lazar:

<u>Name</u>	<u>Telephone Number</u>
1. Sanford Rosen	(212) 223-1100
2. Ashley Koenen	(212) 223-1100
3. _____	_____

Telephone call-backs may be made to both Trustee and Lazar if joint instructions are required pursuant to this Escrow Agreement.