

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

SETTLEMENT AGREEMENT

I. PARTIES

A. Elovitz Parties

1. 1450 Providence Highway Realty Trust II
2. Gerald I. Elovitz Irrevocable Trust--1992
3. 19 Hathaway Road Trust II
4. 219 Lincoln Ave. Trust
5. LWJ Realty Trust
6. KMGE, Inc.
7. Building #19 Realty Trust
8. Judy Family Limited Partnership II
9. Judith Elovitz
10. Gerald Elovitz
11. GeeZee, Inc.
12. William Elovitz
13. International Floor Crafts, Inc.
14. Linda and Robert Marshall
15. Judy Family Limited Partnership
16. 881 Worcester St. Trust II
17. 19 Beverage Hill Realty Trust
18. 19 Blue Beverage Hill Realty Trust
19. Gerald I. Elovitz Irrevocable Trust-1991
20. GE Irrevocable Trust dated 1/10/84
21. All-Equipt Leasing, Inc.

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22. DJBR, LLC
23. Marshall Trust dated 7/27/84
24. SREV, LLC
25. Each entity deemed to be an Elovitz Party pursuant to section XI F. below

B. Building 19 Parties

1. Building #19, Inc., a debtor in possession in the jointly administered cases docketed under case no. 13-16429-FJB, in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division ("Bankruptcy Cases")
2. Paperworks #19, Inc., a debtor in possession in the Bankruptcy Cases.
3. Beth's Basic's, Inc. ("BBI"), a debtor in possession in the Bankruptcy Cases.
4. Furniture #19, Inc., a debtor in possession in the Bankruptcy Cases.
5. PB&J Kids #19, Inc., a debtor in possession in the Bankruptcy Cases.
6. Footwear #19 Plus, Inc., a debtor in possession in the Bankruptcy Cases, (together with Building #19, Inc., Paperworks #19, Inc., Beth's Basic's, Inc., Furniture #19, Inc., PB&J Kids #19, Inc., the "Debtors").¹
7. The Official Committee of Unsecured Creditors ("Committee") in the Bankruptcy Cases.

C. Additional Party

1. Beth Cohen ("Cohen").

II. Covenants and Releases – Elovitz Parties

A. Settlement Consideration. On the "Settlement Effective Date" (as defined below), the Elovitz Parties shall remit to the authorized representative of the Chapter 11 estate in the Bankruptcy Cases the sum of \$1,200,000 (the "Settlement Amount") in one or more disbursements made in accordance with disbursement instructions provided by counsel to the Committee; and

B. Releases. On the Settlement Effective Date, each of the Elovitz Parties shall execute releases substantially in the forms attached hereto under Tab A as Exhibit A that shall forever unconditionally release each of the Building 19 Parties, each of the Debtors'

¹ The Debtors are not signatories to this Agreement.

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estates, the Committee, the Committee members solely in their capacity as members of the Committee and solely in connection with actions arising from their activities as Committee members, Cohen and each of the foregoing persons' and entities' respective officers, directors, members, shareholders, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights and causes of action whatsoever (other than the right to enforce the obligations under this Agreement, and the contracts, instruments, releases and other agreements and documents delivered hereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the Settlement Effective Date, in any way relating to or in connection with (i) the Building 19 Parties, (ii) the bankruptcy estates of the Debtors, (iii) Cohen, (iv) the Bankruptcy Cases, and (v) all claims or causes of action asserted or that could have been asserted in the action styled Beth Cohen v. Gerald Elovitz, et al., Middlesex Superior Court civil action no. 2011-01223-D (consolidated with civil action no. 12-35444) (the "Superior Court Action").

C. Waiver of Claims. Upon delivery to the Elovitz Parties and Cohen by the Building 19 Parties of the releases provided for in Section III (B) below, each Elovitz Party shall be deemed to have waived, relinquished and released (i) any and all claims, of any kind or character, he, she or it holds against the Debtors or their estates, (ii) any and all claims, interests, liens, security interest or other interest in and to any property of any of the Estates, including, without limitation, any cash collateral (as such term is used in 11 U.S.C. §363) in any of the Bankruptcy Cases or any trademarks or intellectual property owned by or in which any of the Debtors have an interest, and (ii) any and all rights to distributions or recoveries, of any kind or character, on account of such claims including, without limitation, pursuant to a chapter 11 plan for the Debtors in the Bankruptcy Cases. Nothing in this Agreement shall limit or impair the right of any Elovitz Party to seek to bid upon and acquire, from any of the Debtors' estates, any of the "IP" (as defined below), and to the extent any Elovitz Party acquires any IP from any of the Debtors' estates then and to such extent the Elovitz Party shall have and own such rights in the IP as it acquired from and after such acquisition, without regard to the interests in such IP that may have been held or owned by such Elovitz Party prior to the Settlement Effective Date (if any).

D. Further Assurances/Cooperation. From and after the Settlement Effective Date, the Elovitz Parties shall provide other assistance consistent with this Agreement to the Building 19 Parties as reasonably requested. Without limitation of the foregoing, from and after the mutual execution of this Agreement by the undersigned, the Elovitz Parties shall provide reasonable cooperation with the Building 19 Parties in connection with (x) the prosecution of the Bankruptcy Cases, (y) the analysis, allowance or disallowance of claims in the Bankruptcy Cases; provided, however, that nothing in this Agreement shall require any of the Elovitz Parties to (i) incur any additional financial obligations, (ii) undertake any act contrary to law, or (iii) undertake any action reasonably determined by their counsel to be inconsistent with this Agreement, unless the Court orders otherwise.

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E. UCC Termination Statements. From and after the Settlement Effective Date, the Committee shall be authorized and empowered, as the attorney in fact and agent of the Elovitz Parties, and on behalf of the Elovitz Parties, to record such termination statements under the Massachusetts Uniform Commercial Code with respect to the security interests waived, relinquished and released by the Elovitz Parties hereunder.

III. *Covenants and Releases – Building 19 Parties*

A. 9019 Motion and Order. As soon as reasonably practicable after the execution of this Agreement by all of the parties hereto, the Committee shall file a motion in the Bankruptcy Cases ("9019 Motion") seeking entry of an order in the Bankruptcy Cases ("9019 Order") in form and substance substantially in the form attached hereto as Exhibit B, with any deviations from such form of order to be reasonably satisfactory to the Elovitz Parties, Cohen and the Committee. The Building 19 Parties, Cohen and the Elovitz Parties shall support allowance of the 9019 Motion and entry of the 9019 Order, and otherwise shall not interfere with the occurrence of any conditions to this Agreement set forth below or the performance by any of the parties of their covenants, obligations and promises in this Agreement.

B. Debtor and Committee Releases. On the Settlement Effective Date, the Committee, for itself and on behalf of each of the Debtors and the Debtors' estates (in furtherance of the authorization provided to the Committee by order of the Bankruptcy Court, *inter alia*, authorizing the Committee to prosecute and settle claims that are property of the Debtors' bankruptcy estates against the Elovitz Parties), or such other person as may be authorized by the Bankruptcy Court, shall execute and deliver releases substantially in the forms under Tab C and attached as Exhibit C that shall forever unconditionally release Cohen (the "Cohen Release"), each of the Elovitz Parties, and their respective officers, directors, members, shareholders, beneficiaries, trustees, partners, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights and causes of action whatsoever (other than the right to enforce the obligations under this Agreement, and the contracts, instruments, releases and other agreements and documents delivered hereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the Settlement Effective Date, in any way relating to or in connection with (i) the Debtors, (ii) the bankruptcy estates of the Debtors, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted by the Debtors in the Superior Court Action.

C. Release from Cohen. On the Settlement Effective Date, Cohen shall execute releases substantially in the forms attached under Tab D as Exhibit D that shall forever unconditionally release the other Building 19 Parties (including, without limitation, the Debtors, the Committee, the Committee members) and each of the Elovitz Parties, and their respective officers, directors, members, shareholders, beneficiaries, trustees, partners, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights and causes of action whatsoever

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(other than the right to enforce the obligations under this Agreement, and the contracts, instruments, releases and other agreements and documents delivered hereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the Settlement Effective Date, in any way relating to or in connection with (i) the Debtors, (ii) the bankruptcy estates of the Debtors, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted by Cohen in the Superior Court Action.

D. Exception from Releases. The releases provided for herein shall include an express exception for any and all obligations of the Parties under the Settlement Agreement.

E. Stipulation of Dismissal of Superior Court Action. On the Settlement Effective Date, the Committee shall deliver to the Elovitz Parties a stipulation of dismissal executed by counsel for all the parties to the Superior Court Action other than the Elovitz Parties, which stipulation of dismissal shall provide for dismissal of the Superior Court Action with prejudice, without costs and with all rights of appeal waived. Forthwith thereafter, the Elovitz Parties shall cause the stipulation of dismissal to be filed in the Superior Court Action, and otherwise take all action necessary to dismiss the Superior Court Action with prejudice and without costs.

IV. Treatment of Claims and Interests of Beth Cohen

Upon the Settlement Effective Date, Cohen shall have an allowed claim in the amount of \$2,400,000 against BBI ("Allowed Claim"), and shall have no other claims against any of the Debtors. Upon the Settlement Effective Date, Cohen shall be paid \$600,000 (to be disbursed by the Elovitz Parties to Cohen from the Settlement Amount in accordance with disbursement instructions provided by counsel for the Committee) in full satisfaction of any and all claims she holds against the Debtors or against any of the Elovitz Parties, including, without limitation, the Allowed Claim; provided, however, that if the Settlement Effective Date occurs after June 30, 2015, or if she has not yet been paid for any reason on or before June 30, 2015, then Cohen shall be paid from the Settlement Amount an additional \$500 per day until the Settlement Effective Date shall have occurred and she has been paid up to a maximum of \$650,000; and further provided that nothing herein shall require the Elovitz Parties to pay any amount in addition to the Settlement Amount, even if Cohen ultimately receives more than \$600,000 pursuant to this paragraph.

V. Prohibition Against Use of Trademarks and Intellectual Property

A. Prohibition Against Use of Trademarks and Intellectual Property. From and after the Settlement Effective Date, the Elovitz Parties shall discontinue any existing use, to the extent there exists any such use, and shall not engage in any future use, of the following registered trademarks and trade-names: "Good Stuff Cheap", "Building #19" (and non-registered derivations "Building 19" and "Building No. 19"), "Have a Cheap Day", and "Incognito", or any trade-dress or other intellectual property associated with

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such trademarks and trade-names (collectively, the "IP"), except in the event and to the extent that any right, title or interest in any of the IP is hereafter purchased or otherwise acquired by an Elovitz Party or abandoned by the Debtors.

B. Elovitz Parties Concealment of Signs and Related Materials. From and after the Settlement Effective Date, prior to conduct of business operations by any individual or entity at the real estate owned directly or indirectly by the Elovitz Parties that was formerly leased or used by any of the Debtors in connection with the Debtors' business operations (the "Elovitz Party Real Estate"), the Elovitz Parties shall remove or conceal those signs and related materials located on the exterior of any such building displaying or using the IP. For the purposes of this section V(B), business operations shall not include ownership of real estate.

C. Debtors' Access to Remove IP. From and after the Settlement Effective Date, the Elovitz Parties shall afford reasonable access to the Debtors' designated representative or representatives for the purpose of removing those signs and related materials displaying or using the IP from any of the Elovitz Party Real Estate, but nothing in the Agreement shall obligate the Debtors to remove, or release the Elovitz Parties from their obligations, if any, under section V(B) to remove, any such signs and related materials and further provided that, upon the Debtors notifying the Elovitz Parties of the Debtors' intention to access a property for the purpose of sign removal, the Elovitz Parties may, within a reasonable time following receipt of such notice and at their option and expense, alter, reverse, replace or cover the sign the Debtors' indicated an intention of removing for the purpose of retaining zoning or other ordinance provision compliance relating to size, location or type of sign.

D. Elovitz Parties' Continued Access To Systems and Records: From and after the Settlement Effective Date, the Elovitz Parties who were officers and directors of the Debtors shall have, at their own expense and risk, the right to use or access the financial, tax, legal, accounting, email and other business records of any of the Debtors, including without limitation, e-mails sent to or from accounts using any of the Debtors' domain names, paper documents and electronic files and records stored on any server, computer hard drive or other device ("Records"). Each Elovitz party that accesses or uses any Record shall be responsible for any loss, damage or claim arising from or related to their use or access of such Record, and by using or accessing any Record such Elovitz Party hereby indemnifies and holds the Debtors' bankruptcy estates harmless from any cost, damage or claim arising from or related to such use or access of each such Record. The Elovitz Parties will provide reasonable cooperation in the transfer of any domain names that constitute IP to any purchaser of the IP for such purchaser's use in connection with any email account from and after such transfer. No such domain name transfer shall afford the purchaser of the IP, or deprive the Elovitz Parties of, the right to access emails sent to or from any email account that utilizes a domain name containing or including any of the IP that are generated prior to the date of such domain name transfer.

VI. ***Conditions***

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A. Conditions to the Parties' Obligations Hereunder: The covenants and obligations of the parties hereunder are subject to the performance and occurrence of the following conditions:

1. Mutual execution of this Agreement by all parties hereto;
2. Prior to filing of the 9019 Motion, the Committee shall have received written and irrevocable confirmation from the Debtors or their counsel, in form and substance reasonably satisfactory to the Committee, that the Debtors assent to the 9019 Motion and, subject to entry of the 9019 Order, authorize the Committee to execute the releases described in section III. B. above;
3. The Debtors do not in any way oppose or interfere with the occurrence of any conditions to this Agreement described below or the performance by any of the parties of their covenants, obligations and promises in this Agreement;
4. This Agreement shall not be terminated, and no party shall be in breach of their obligations hereunder, at the time performance is due;
5. The Bankruptcy Court shall have authorized the Committee, or some other person, to execute the releases described in section III.B. on behalf of itself, the Debtors and the Debtors' estates, and if a person not a member of the Committee is authorized to execute the releases in lieu of the Committee, then such person shall be willing and able to execute the releases on the Settlement Effective Date, and
6. The Settlement Effective Date shall have occurred on or before the "Outside Date" (as defined below).

B. Conditions to Occurrence of the Settlement Effective Date: The Settlement Effective Date shall not occur unless each and every of the following conditions have been performed or have occurred as of the date on which the Settlement Effective Date is to occur:

1. All conditions to the parties' obligations hereunder have been performed or have occurred;
2. The 9019 Order have been entered in each of the Bankruptcy Cases.

VII. ***Settlement Effective Date.*** The Settlement Effective Date shall occur on the later of:

- A. The first Business Day following fourteen (14) days after the Bankruptcy Court's entry of the 9019 Order, provided that the 9019 Order is not subject to an appeal or a stay by any court of competent jurisdiction as of such date;
- B. The first Business Day on which all other conditions to this Agreement have been satisfied or waived.

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VIII. ***Representations of Elovitz Parties.*** To induce the Building 19 Parties and Cohen to enter into and perform their obligations under this Agreement, each Elovitz Party represents, warrants and acknowledges (with all such representations, warranties and acknowledgements surviving after the Settlement Implementation Date) as follows:

- A. **Authority.** Each Elovitz Party has all necessary authority to enter into and perform their obligations under this Agreement.
- B. **Validity.** This Agreement has been duly executed and delivered by each Elovitz Party and constitutes the legal, valid and binding agreement of the each of them, enforceable against the Elovitz Party in accordance with its terms.
- C. **No Conflicts.** The execution, delivery and performance by each Elovitz Party (when such performance is due) of this Agreement does not violate any provision of law, rule or regulation applicable to him or her.
- D. **No Further Claims.** None of the Elovitz Parties (including an entity deemed to be an Elovitz Party in accordance with section XI F. below) holds or will assert any claims against any of the Building 19 Parties (including an entity deemed to be a Building 19 Party in accordance with section XI G. below) and/or Cohen that exist as of the date of this Agreement other than claims the Elovitz Parties are compromising and releasing pursuant to this Agreement.

IX. ***Representations and Warranties of Building 19 Parties:*** To induce the Elovitz Parties to enter into and perform their obligations under this Agreement, each of the Building 19 Parties Cohen, for itself or for herself, as applicable, make the following representations, warranties and acknowledgements (with all such representations, warranties and acknowledgements surviving after the Settlement Implementation Date), as follows:

- A. The Committee and Beth Cohen, each for itself or herself, as applicable, represent, warrant and acknowledge as follows:
 - 1. **Authority.** Subject to any Bankruptcy Court approval that may be required, the Committee (for itself) and Cohen (for herself) has all necessary authority to enter into and perform their obligations under this Agreement.
 - 2. **Validity.** Subject to any Bankruptcy Court approval that may be required, the Committee (for itself) and Cohen (for herself) represents and warrants that this Agreement has been duly executed and delivered by the Building 19 Parties and Cohen and (each of Cohen and the Committee solely for themselves, and not each other, represents and warrants that the Agreement) constitutes the legal, valid and binding agreement of each of them, enforceable against them in accordance with its terms;
 - 3. **No Conflicts.** The execution, delivery and performance by the Committee (for itself) and Cohen (for herself) (when such performance is due) of this Agreement does not

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a) Violate any provision of law, rule or regulation applicable to it or any of its subsidiaries or its or their certificates of incorporation or bylaws or other organization documents, or

b) Conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligations to which it is a party.

B. Further Representations of the Committee: No Further Claims. On the Settlement Effective Date, the Committee in its capacity as a party with standing to pursue and settle certain of the Debtor's causes of action pursuant to a prior order of the Bankruptcy Court, represent, warrant and acknowledge that it is aware of no claims against Cohen or any Elovitz Party (including an entity deemed to be an Elovitz Party in accordance with section XI F. below) exist as of the date of this Agreement that are property of the Debtors' bankruptcy estates and that are not being compromised and released in accordance with this Agreement.

C. Further Representations of Cohen: No Further Claims. Cohen represents, warrants and acknowledges that no claims against any other Building 19 Party or Elovitz Party (including an entity deemed to be an Elovitz Party in accordance with section XI F. below) by, through or on behalf of Cohen exist as of the date of this Agreement that are not being compromised and released in accordance with this Agreement.

X. Termination –

A. Non-occurrence of Conditions: The obligations of the Parties under this Agreement shall automatically terminate upon the occurrence of any of the following, except if such occurrence was caused by the action or inaction of either one or more of the Debtors, the Elovitz Parties and/or Cohen without the consent of the Committee or of one or more of the Building 19 Parties without the consent of the Elovitz Parties and Cohen:

1. Any of the conditions to the parties' obligations fails to exist or occur, including, without limitation, if the Bankruptcy Court denies the 9019 Motion and such denial cannot be cured by amending the 9019 Motion in a manner that is either

a) Not materially inconsistent with this Agreement or

b) Otherwise agreed to by the Parties;

2. The 9019 Motion is withdrawn; or

3. The Settlement Effective Date fails to occur by June 30, 2015, or such other date as the parties may agree in a signed writing by counsel for the Parties (the "Outside Date").

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B. Termination by the Committee: The Committee may, at any time prior to the Settlement Effective Date, terminate this Agreement as to all Parties or any one or more of the Elovitz Parties, at its sole discretion and election, if one or more of the Elovitz Parties has breached any of his, her, its or their obligations, representations, warranties, or covenants set forth in this Agreement in any material respect and such breach has not been cured within ten (10) Business Days after the Committee has delivered written notice of such breach to the applicable party. Notwithstanding anything herein to the contrary, the Committee may terminate this Agreement if it reasonably determines, prior to Settlement Effective Date, upon the advice of counsel, that continued performance would be inconsistent with the exercise of its fiduciary duties under applicable law.

C. Termination by Elovitz Parties. All of the Elovitz Parties (but not less than all) may, at any time prior to Settlement Effective Date, terminate this Agreement as to all Parties if the Committee or Cohen has breached any of her, its or their obligations, representations, warranties, or covenants set forth in this Agreement in any material respect and such breach has not been cured within ten (10) Business Days after the Elovitz Parties have delivered written notice of such breach to the Committee and Cohen.

D. Effect of Termination. In the event this Agreement is terminated as provided above, the Parties shall be restored to the same position that they were in immediately prior to the execution of this Agreement, without waiver of any rights, claims or defenses; provided, however, that in no event shall any such termination relieve a party hereto from liability or his, her or its obligations under this Agreement for the breach or non-performance of his, her or its obligations hereunder prior to the date of such termination.

XI. *Miscellaneous Provisions.*

A. No Waiver of Privileges. Nothing herein shall constitute a waiver of any privilege or immunity of any Party under federal, state or other applicable law.

B. Enforcement of Agreement. The Parties hereby acknowledge that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by any Party and that such breach shall cause the non-breaching Parties irreparable harm. Accordingly, the Parties agree that in the event of any breach or threatened breach of this Agreement by any of the Parties, the Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

C. Costs. Except as otherwise provided herein, each Party shall pay his, her or its own fees and costs, including any transfer taxes, in connection with the performance of his, her or its obligations under this Agreement, but the prevailing Party, if only one Party is granted relief, in any dispute or proceedings to enforce or interpret the terms and conditions of this Agreement shall be entitled to recovery of costs, including its attorneys fees.

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D. Statutes of Limitations. The Parties agree and consent that all statutes of limitations as to any and all claims and causes of action among the Parties (other than for claims under this Agreement), shall be tolled from and after March 20, 2015 until the occurrence of the Settlement Effective Date.

E. Stay, Adjournment or Continuance of All Proceedings. From and after the execution of this Agreement, the Parties shall take all actions reasonably necessary to seek a stay, continuance or adjournment of any and all proceedings relating to the claims that will be released under Sections II(B) and III(B) above, including, but not limited to, seeking to stay, adjourn or continue any obligation to appear at, file a pleading in or otherwise take action regarding the Superior Court Action or the Committee's motion seeking to employ special counsel in the Bankruptcy Cases.

F. Elovitz Parties Not a Party to this Agreement. Any entity that is owned by, controlled by, or under common control with any Elovitz Party identified above, shall, for the purpose of this Agreement, be deemed to be an Elovitz Party.

G. Building 19 Parties Not a Party to this Agreement. Any entity that is owned by, controlled by, or under common control with any Building 19 Party identified above, shall, for the purpose of this Agreement, be deemed to be a Building 19 Party.

H. Agreement Subject to Bankruptcy Court Approval. This Agreement is subject to the approval of the Bankruptcy Court. If the Bankruptcy Court does not approve this Agreement, then it will be null and void.

XII. *Governing Law; Jurisdiction.*

A. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.**

B. Jurisdiction. By his, her or its execution and delivery of this Agreement, each of the Parties irrevocably and unconditionally agrees for himself, herself or itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the Bankruptcy Court. By execution and delivery of this Agreement, each of the Parties irrevocably accepts and submits himself, herself or itself to the exclusive jurisdiction of the Bankruptcy Court, generally and unconditionally, with respect to any such action, suit or proceeding, and waives any objection it may have to venue or the convenience of the forum. In the event the Bankruptcy Court does not have or refuses to exercise jurisdiction with respect to this Agreement and any disputes arising therefrom, any legal action, suit, or proceeding against the Parties (or any of them) with respect to any matter under or arising out of or in connection with this Agreement, or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be

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brought in the Business Litigation Session of the Superior Court of the Commonwealth of Massachusetts, Suffolk County, or, if the Business Litigation Session declines to hear and determine any such dispute, than in any court of competent jurisdiction in Boston, Massachusetts, and by execution and delivery of this Agreement, each party irrevocably accepts and submits himself, herself or itself to the exclusive jurisdiction of those courts. **EACH PARTY HERETO UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION, SUIT OR PROCEEDING REFERRED TO ABOVE.**

C. No Admission. This Agreement is part of a settlement among the Parties. Nothing herein shall be deemed to be an admission of any kind. To the extent provided by Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

D. Notices. All notices, demands, or other communications to be provided pursuant to this Agreement shall be in writing and sent by registered or certified mail, return receipt requested or by an overnight delivery service, and by e-mail, if possible, to the Party receiving such communication at the addresses set forth below, or such other address as either Party may designate in writing from time to time:

If to the Committee:

Jeffrey D. Sternklar, Esq.
Jeffrey D. Sternklar LLC
26th Floor
225 Franklin Street
Boston, MA 02110
jeffrey@sternklarlaw.com

If to Beth Cohen:

Nicholas J. Nesgos, Esq.
Posternak, Blankstein & Lund LLP
The Prudential Tower
800 Boylston Street
Boston, MA 02199
nnesgos@pbl.com

If to the debtors in possession in the bankruptcy cases:

D Ethan Jeffery, Esq.
Murphy & King LLP
21st Floor
One Beacon Street
Boston, MA 02108-3107
dej@murphyking.com

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If to the Elovitz Parties

John J. Monaghan, Esq.
Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
john.monaghan@hklaw.com

and

Norman Greenberg, Esq.,
233 Needham Street, Suite #500
Newton, MA. 02464
ngreenberg@ngreenberglaw.com

E. Cooperation. Each Party agrees to take such steps and to execute and deliver any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement and to preserve its validity and enforceability. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted by any person or entity not a Party to this Agreement to invalidate, interpret, or prevent the validation, enforcement, or carrying out of all or any of the provisions of this Agreement, then the parties mutually agree, represent, warrant, and covenant to cooperate in opposing such action or proceeding.

F. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective successors, heirs and assigns, including, without limitation, any persons designated as successors to the debtors in possession in the Bankruptcy Cases, whether under any confirmed chapter 11 plan, upon appointment of a Chapter 11 trustee, upon conversion to Chapter 7 and appointment of a Chapter 7 Trustee or otherwise.

G. Complete Agreement, Amendments. This Agreement and the exhibits hereto contain the entire agreement among the Parties with respect to the matters and transactions contemplated hereby, and shall supersede all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. This Agreement shall be interpreted as if drafted jointly by all Parties. This Agreement may be amended, modified, waived, discharged or terminated only by a writing signed by the Party to be charged with such amendment, modification, waiver, discharge or termination.

H. Descriptive Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.


I. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered by facsimile or email, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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J. Executed under Seal. This Agreement is intended to be and shall have the effect of a document executed under seal in accordance with the laws of the Commonwealth of Massachusetts.

Signed as of the 18th day of May, 2015


1450 Providence Highway Realty Trust II


By: ROBERT E. WALSH
Title: As Trustee and not individually


Gerald I. Elovitz Irrevocable Trust – 1992

By:
Title:

19 Hathaway Road Trust II

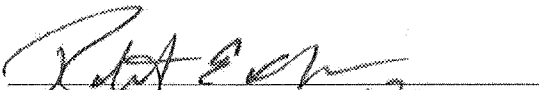

By: ROBERT E. WALSH
Title: As Trustee and not individually

219 Lincoln Ave. Trust

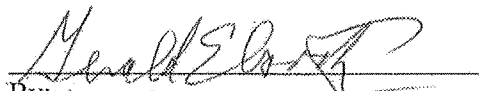

By: ROBERT E. WALSH
Title: As Trustee and not individually

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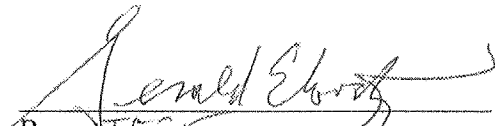
LWJ Realty Trust


By: ROBERT E. WALSH
Title: As Trustee and not individually

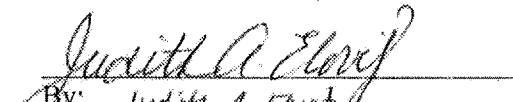
KMGE, Inc.

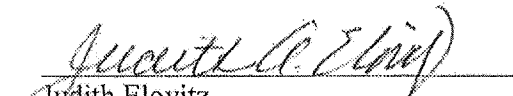

By: GERALD ELOVITZ
Title: PRESIDENT

Building #19 Realty Trust


By: TEE
Title: As Trustee and not individually

Judy Family Limited Partnership II

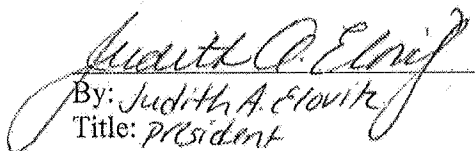

By: JUDITH A. ELOVITZ
Title: General Partner


Judith Elovitz


Gerald Elovitz

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

GeeZee, Inc.


By: Judith A. Elovitz
Title: President

William Elovitz

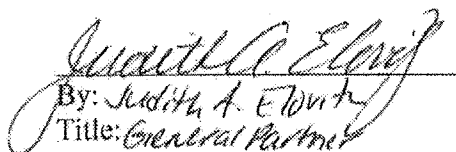
International Floor Crafts, Inc.

By:
Title:

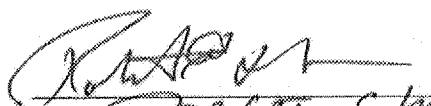
Robert Marshall

Linda Marshall

Judy Family Limited Partnership

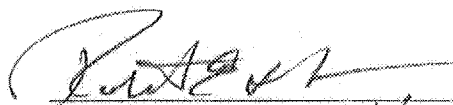

By: Judith A. Elovitz
Title: General Partner

881 Worcester St. Trust II



By: ROBERT E. WALSH
Title: as Trustee and not individually

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

19 Beverage Hill Realty Trust


By: ROBERT E. WALSH
Title: As Trustee and not individually

~~19~~ Blue Beverage Hill Realty Trust


By: ROBERT E. WALSH
Title: As Trustee and not individually

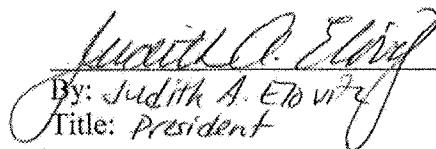
Gerald I. Elovitz Irrevocable Trust – 1991

By:
Title: As Trustee and not individually

GE Irrevocable Trust dated 1/10/84

By:
Title: As Trustee and not individually

All-Equipt Leasing, Inc.


By: Judith A. Elovitz
Title: President

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

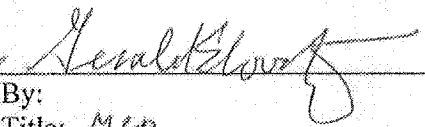
DJBR, LLC

By:
Title:

Marshall Trust dated 7/27/84

By:
Title: As Trustee and not individually

SREV, LLC



By:
Title: MGR

Beth Cohen

The Official Committee of Unsecured Creditors

BY: Paul London
ITS: Chairman

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

J. Executed under Seal. This Agreement is intended to be and shall have the effect of a document executed under seal in accordance with the laws of the Commonwealth of Massachusetts.

Signed as of the 18th day of May, 2015

1450 Providence Highway Realty Trust II

By:

Title: As Trustee and not individually

Gerald I. Elovitz Irrevocable Trust – 1992

Gerald I. Elovitz Irrevocable Trust - 1992
By: *William Schuyler, as Trustee & not individually*
Title:

19 Hathaway Road Trust II

By:

Title: As Trustee and not individually

219 Lincoln Ave. Trust

By:

Title: As Trustee and not individually

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

Building #19 Realty Trust

By:

Title:

Judy Family Limited Partnership II

By:

Title:

Judith Elovitz

Gerald Elovitz

GeeZee, Inc.

By:

Title:

William Elovitz

International Floor Crafts, Inc.

By:

Title:


Robert Marshall


Linda Marshall

Judy Family Limited Partnership

By:

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

Title:

881 Worcester St. Trust II

By:

Title:

19 Beverage Hill Realty Trust

By:

Title:

10 Blue Beverage Hill Realty Trust

By:

Title:

Gerald I. Elovitz Irrevocable Trust – 1991

By:

Title:

GE Irrevocable Trust dated 1/10/84

By:

Title:

All-Equipt Leasing, Inc.

By:

Title:

DJBR, LLC

By:

Title:

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

GeeZee, Inc.

By:
Title:

William Elorwa

International Floor Crafts, Inc.

By: *William Elorwa*
Title: *President*

Robert Marshall

Linda Marshall

Judy Family Limited Partnership

By:
Title:

881 Worcester St. Trust II

By:
Title:

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

19 Beverage Hill Realty Trust

By:

Title: As Trustee and not individually

10 Blue Beverage Hill Realty Trust

Gerald I. Elovitz Irrevocable Trust - 1991

By: *William H. Elovitz, Jr.*
Title: As Trustee and not individually

Gerald I. Elovitz Irrevocable Trust – 1991

By:

Title: As Trustee and not individually

GE Irrevocable Trust dated 1/10/84

By:

Title: As Trustee and not individually

All-Equipt Leasing, Inc.

By:

Title:

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

Marshall Trust dated 7/27/84

By: *[Signature]*
Title: *[Signature] Master*

SREV, LLC

By:
Title:

Beth Cohen

The Official Committee of Unsecured Creditors

BY: Paul London

ITS: Chairman

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

19 Beverage Hill Realty Trust

By:

Title: As Trustee and not individually

10 Blue Beverage Hill Realty Trust

By:

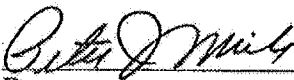
Title: As Trustee and not individually

Gerald I. Elovitz Irrevocable Trust – 1991

By:

Title: As Trustee and not individually

GE Irrevocable Trust dated 1/10/84



By:

Title: As Trustee and not individually

All-Equipt Leasing, Inc.

By:

Title:

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

Marshall Trust dated 7/27/84

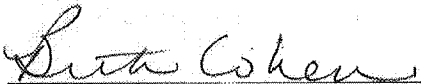
By:

Title:

SREV, LLC

By:

Title:

A handwritten signature in cursive script, appearing to read "Beth Cohen", is written over a horizontal line.

Beth Cohen

The Official Committee of Unsecured Creditors

BY: Paul London

ITS: Chairman

FINAL EXECUTION VERSION (SAME AS COMMITTEE Version MAY 15 2015)

Marshall Trust dated 7/27/84

By:

Title:

SREV, LLC

By:

Title:

Beth Cohen



The Official Committee of Unsecured Creditors

BY: Paul London

ITS: Chairman

Exhibit A

RELEASE AGREEMENT

The Elovitz Parties (as defined below), each for itself, on one hand, and the Official Committee of Unsecured Creditors ("Committee") in the chapter 11 bankruptcy cases of the Debtor Parties (as defined below), on the other hand hereby enter this Release Agreement.

DEFINITIONS

A. **Elovitz Parties** means each of the following:

1. 1450 Providence Highway Realty Trust II
2. Gerald I. Elovitz Irrevocable Trust--1992
3. 19 Hathaway Road Trust II
4. 219 Lincoln Ave. Trust
5. LWJ Realty Trust
6. KMGE, Inc.
7. Building #19 Realty Trust
8. Judy Family Limited Partnership II
9. Judith Elovitz
10. Gerald Elovitz
11. GeeZee, Inc.
12. William Elovitz
13. International Floor Crafts, Inc.
14. Linda and Robert Marshall
15. Judy Family Limited Partnership
16. 881 Worcester St. Trust II
17. 19 Beverage Hill Realty Trust
18. 19 Blue Beverage Hill Realty Trust
19. Gerald I. Elovitz Irrevocable Trust-1991

20. GE Irrevocable Trust dated 1/10/84
21. All-Equipt Leasing, Inc.
22. DJBR, LLC
23. Marshall Trust dated 7/27/84
24. SREV, LLC

B. **Debtor Parties** means each of the following:

1. Building #19, Inc.
2. Paperworks #19, Inc.
3. Beth's Basics, Inc.
4. Furniture #19, Inc.
5. PB&J Kids #19, Inc.
6. Footwear #19 Plus, Inc.

WITNESSETH

WHEREAS, the Committee was appointed on or about November 13, 2013 in the jointly administered chapter 11 cases of the Debtor Parties, docketed under case no. 13-16429-FJB, in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division ("Bankruptcy Cases").

WHEREAS, the Debtor Parties have asserted or stated an intention to assert certain claims, causes of action, debts, demands and liabilities against the Elovitz Parties, including, but not limited to, recharacterization of debt to equity, equitable subordination, breach of fiduciary duty, alter ego, breach of express and implied contracts, money had and received, action on account stated, fraudulent transfer or conveyance, preferential transfer and other actions and avoidance actions.

WHEREAS, the Committee has been authorized under order of the Bankruptcy Court to prosecute such claims that are property of the Debtor Parties' bankruptcy estates against the Elovitz Parties.

WHEREAS, Beth Cohen ("Cohen") commenced litigation against Debtor Party Beth's Basics, Inc. ("BBI") and certain of the Elovitz Parties, asserting both derivative claims on behalf of BBI and direct claims in Cohen's personal capacity in the action styled *Beth Cohen v. Gerald Elovitz, et al.*, Middlesex Superior Court civil action no. 2011-01223-D, consolidated with civil action no. 12-35444, (the "Superior Court Action").

WHEREAS, certain of the Elovitz Parties have asserted, including through the filing of proof of claim in certain of the Bankruptcy Cases, certain claims, causes of action, debts, demands and liabilities against certain of the Debtor Parties including, but not limited to, certain secured claims as well as certain unsecured claims.

WHEREAS, the Elovitz Parties have determined to settle any and all claims of any name and nature which any of the Elovitz Parties have or could assert against the Debtor Parties and/or against the Committee and its members relating to actions taken in connection with the Debtor Parties and the Committee and its members have determined to settle any and all claims of any name and nature which the Committee or its members have or could assert in connection with the Debtor Parties against any of the Elovitz Parties.

WHEREAS, in connection with that settlement, the Elovitz Parties have agreed to pay one million two hundred thousand dollars (\$1,200,000) to the Debtor Parties' bankruptcy estates for use in the Bankruptcy Cases for distribution to creditors of those estates, as well as to waive any and all claims the Elovitz Parties may hold or assert against the Debtor Parties or their Chapter 11 estates.

NOW, THEREFORE, in consideration of the above, the consideration set forth below and the exchange of releases provided herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Elovitz Parties and the Committee hereby agree as follows:

I. THE COMMITTEE'S RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST THE ELOVITZ PARTIES

1. The Committee, for itself and its members (acting solely by, through or in the name of the Committee), hereby release, remise, and forever discharge the Elovitz Parties and each of their respective officers, directors, members, shareholders, creditors, attorneys, and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, (iv) Cohen and (v) all claims or causes of action asserted or that could have been asserted in the Superior Court Action.

II. THE ELOVITZ PARTIES' RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST THE COMMITTEE

2. The Elovitz Parties hereby release, remise, and forever discharge the Committee and its members (acting solely in such capacity by, through or in the name of the Committee), and each of the foregoing persons' and entities' respective officers, directors, members, shareholders, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon

any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, (iv) Cohen and (v) all claims or causes of action asserted or that could have been asserted in the Superior Court Action.

III. MISCELLANEOUS PROVISIONS

3. The releases provided herein are intended to release all claims of any name and nature in any way relating to the Debtor Parties, the bankruptcy estates of the Debtor Parties and the Bankruptcy Cases held by the Elovitz Parties against the Committee and its members or by the Committee and its members against the Elovitz Parties, whether direct or indirect and whether brought on behalf of or derivatively of the Debtor Parties.

4. It is understood and agreed that the delivery of the consideration provided hereunder by the Elovitz Parties and by the Committee is not to be construed as an admission of any liability whatsoever on the part of the parties hereby released. It is further understood and agreed that the released parties deny liability for any such claims.

5. Notwithstanding anything to the contrary set forth herein, nothing in this Release Agreement is intended to release, remise, or discharge the obligations, rights and liabilities set forth in the Settlement Agreement between and among the Elovitz Parties, the Debtor Parties, the Committee, and certain other parties dated as of May ___, 2015.

6. The parties further agree that this Release Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

7. The parties assume the risk of any and all claims for damages released hereunder of which they may not be aware, whether through ignorance, oversight, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Release Agreement.

8. The parties warrant that they have read this release and fully understand that it is a compromise settlement and mutual release as to any and all matters aforesaid, whether now known or unknown. The parties further warrant that no representation of any kind or character has been made to them by each other or any other person as an inducement for the execution of this release and that each of the undersigned is of legal age and legally competent and has authority to execute this mutual release.

9. The parties agree that this Release Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties agree that this Release Agreement shall not be construed against any party on account of authorship and, if a court finds any part of this Release Agreement to be illegal or invalid, the illegal or invalid portion of the Release Agreement shall be severed and the rest of the Release Agreement will be enforceable. The parties agree to submit to the jurisdiction of the United States Bankruptcy Court for the District of Massachusetts to resolve any disputes or controversies arising from or related to this Release Agreement.

10. Any entity that is owned by, controlled by, or under common control with any Elovitz Party identified above, shall, for the purpose of this Agreement, be deemed to be an Elovitz Party ("Additional Elovitz Party"). The signatories for each Elovitz Party below shall cause each and every such Additional Elovitz Party to execute and deliver this Release to the Committee upon request of the Committee.

11. This Release may be executed in counterparts, any of which may be transmitted by facsimile or email, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, each of the parties hereto has executed this Release Agreement on the dates hereafter specified.

Signatures

RELEASE AGREEMENT

The Elovitz Parties (as defined below), each for itself, on one hand, and the Debtor Parties, each for itself on the other hand hereby enter this Release Agreement.

DEFINITIONS

A. **Elovitz Parties** means each of the following:

1. 1450 Providence Highway Realty Trust II
2. Gerald I. Elovitz Irrevocable Trust--1992
3. 19 Hathaway Road Trust II
4. 219 Lincoln Ave. Trust
5. LWJ Realty Trust
6. KMGE, Inc.
7. Building #19 Realty Trust
8. Judy Family Limited Partnership II
9. Judith Elovitz
10. Gerald Elovitz
11. GeeZee, Inc.
12. William Elovitz
13. International Floor Crafts, Inc.
14. Linda and Robert Marshall
15. Judy Family Limited Partnership
16. 881 Worcester St. Trust II
17. 19 Beverage Hill Realty Trust
18. 19 Blue Beverage Hill Realty Trust
19. Gerald I. Elovitz Irrevocable Trust-1991

20. GE Irrevocable Trust dated 1/10/84
21. All-Equipt Leasing, Inc.
22. DJBR, LLC
23. Marshall Trust dated 7/27/84
24. SREV, LLC

B. **Debtor Parties** means each of the following:

1. Building #19, Inc.
2. Paperworks #19, Inc.
3. Beth's Basics, Inc.
4. Furniture #19, Inc.
5. PB&J Kids #19, Inc.
6. Footwear #19 Plus, Inc.

WITNESSETH

WHEREAS, each of the Debtor Parties is a debtor in possession in the jointly administered cases docketed under case no. 13-16429-FJB, in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division ("Bankruptcy Cases").

WHEREAS, the Debtor Parties have asserted or stated an intention to assert certain claims, causes of action, debts, demands and liabilities against the Elovitz Parties, including, but not limited to, recharacterization of debt to equity, equitable subordination, breach of fiduciary duty, alter ego, breach of express and implied contracts, money had and received, action on account stated, fraudulent transfer or conveyance, preferential transfer and other actions and avoidance actions.

WHEREAS, certain of the Elovitz Parties have asserted, including through the filing of proof of claim in certain of the Debtor Parties Chapter 11 cases, certain claims, causes of action, debts, demands and liabilities against certain of the Debtor Parties including, but not limited to, certain secured claims as well as certain unsecured claims.

WHEREAS, the Elovitz Parties and the Debtor Parties have determined to settle any and all claims of any name and nature which any of the Elovitz Parties have or could assert against

any of the Debtor Parties and of any and all claims of any name and nature which any of the Debtor Parties have or could assert against any of the Elovitz Parties.

NOW, THEREFORE, in consideration of the above, the payment set forth below and the exchange of releases provided herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Elovitz Parties and the Debtor Parties hereby agree as follows:

I. THE DEBTOR PARTIES' RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST THE ELOVITZ PARTIES

1. The Debtor Parties, and each of their respective Chapter 11 estates, in consideration of the receipt of payment from the Elovitz Parties of One Million Two Hundred Thousand Dollars \$1,200,000 and the release set forth in Paragraph II below (the "Elovitz Party Consideration"), each of the Debtor Parties' and their respective Chapter 11 estates, officers, directors, members, shareholders, creditors, attorneys and advisors hereby releases, remises and forever discharges the Elovitz Parties and each of their respective officers, directors, members, shareholders, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted in the action styled Beth Cohen v. Gerald Elovitz, et al., Middlesex Superior Court civil action no. 2011-01223-D (consolidated with civil action no. 12-35444) (the "Superior Court Action").

II. The ELOVITZ PARTIES' RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION

2. The Elovitz Parties, in consideration of the releases set forth in Paragraph II below (the "Debtor Party Consideration"), each of the Debtor Parties' respective officers, directors, members, shareholders, creditors, attorneys and advisors hereby releases, remises and forever discharges the Debtor Parties and each of their respective officers, directors, members, shareholders, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted in the action styled Beth Cohen v. Gerald Elovitz, et al., Middlesex Superior Court civil action no. 2011-01223-D (consolidated with civil action no. 12-35444) (the "Superior Court Action").

III. MISCELLANEOUS PROVISIONS

3. The releases provided herein are intended to release all claims on any name and nature held by the Elovitz Parties against the Debtor Parties and by the Debtor Parties against the Elovitz Parties and is intended to preclude any action, cause of action, law suit or demand, whether direct or indirect and whether brought by or derivatively of the Elovitz Parties or the Debtor Parties.

4. It is understood and agreed that the delivery of the consideration provided hereunder by the Elovitz Parties and by the Debtor Parties is not to be construed as an admission of any liability whatsoever on the part of the parties hereby released. It is further understood and agreed that the released parties deny liability for any such claims.

5. Notwithstanding anything to the contrary set forth herein, nothing in this Release Agreement is intended to release, remise or discharge the obligations, rights and liabilities set forth in the Settlement Agreement between and among the Elovitz Parties the Debtor Parties and certain other parties dated as of May ___, 2015.

6. The parties further agree that this Release Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

7. The parties assume the risk of any and all claims for damages released hereunder of which they may not be aware, whether through ignorance, oversight, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Release Agreement.

8. The Parties warrant that they have read this release and fully understand that it is a compromise settlement and mutual release as to any and all matters aforesaid, whether now known or unknown. The parties further warrant that no representation of any kind or character has been made to them by each other or any other person as an inducement for the execution of this release and that each of the undersigned is of legal age and legally competent and has authority to execute this mutual release.

9. The parties agree that this Release Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The Parties agree that this Release Agreement shall not be construed against any party on account of authorship and, if a court finds any part of this Release Agreement to be illegal or invalid, the illegal or invalid portion of the Release Agreement shall be severed and the rest of the Release Agreement will be enforceable. The Parties agree to submit to the jurisdiction of the United States Bankruptcy Court for the District of Massachusetts to resolve any disputes or controversies arising from or related to this Release Agreement.

10. Any entity that is owned by, controlled by, or under common control with any Elovitz Party identified above, shall, for the purpose of this Agreement, be deemed to be an Elovitz Party ("Additional Elovitz Party"). The signatories for each Elovitz Party below shall cause each and every such Additional Elovitz Party to execute and deliver this Release to the Committee upon request of the Committee.

11. This Release may be executed in counterparts, any of which may be transmitted by facsimile or email, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, each of the parties hereto has executed this Release Agreement on the dates hereafter specified.

Signatures

RELEASE AGREEMENT

The Elovitz Parties (as defined below), each for itself, on one hand, and Beth Cohen ("Cohen") on the other hand hereby enter this Release Agreement.

DEFINITIONS

A. **Elovitz Parties** means each of the following:

1. 1450 Providence Highway Realty Trust II
2. Gerald I. Elovitz Irrevocable Trust--1992
3. 19 Hathaway Road Trust II
4. 219 Lincoln Ave. Trust
5. LWJ Realty Trust
6. KMGE, Inc.
7. Building #19 Realty Trust
8. Judy Family Limited Partnership II
9. Judith Elovitz
10. Gerald Elovitz
11. GeeZee, Inc.
12. William Elovitz
13. International Floor Crafts, Inc.
14. Linda and Robert Marshall
15. Judy Family Limited Partnership
16. 881 Worcester St. Trust II
17. 19 Beverage Hill Realty Trust
18. 19 Blue Beverage Hill Realty Trust
19. Gerald I. Elovitz Irrevocable Trust-1991

20. GE Irrevocable Trust dated 1/10/84
21. All-Equipt Leasing, Inc.
22. DJBR, LLC
23. Marshall Trust dated 7/27/84
24. SREV, LLC

B. **Debtor Parties** means each of the following:

1. Building #19, Inc.
2. Paperworks #19, Inc.
3. Beth's Basics, Inc.
4. Furniture #19, Inc.
5. PB&J Kids #19, Inc.
6. Footwear #19 Plus, Inc.

WITNESSETH

WHEREAS, Cohen has commenced litigation against certain of the Elovitz Parties and certain of the Debtor Parties the action styled *Beth Cohen v. Gerald Elovitz, et al.*, Middlesex Superior Court civil action no. 2011-01223-D, consolidated with civil action no. 12-35444 (the "Superior Court Action").

WHEREAS, in the Superior Court Action Cohen asserted against certain of the Elovitz Parties both shareholder derivative claims on behalf of Debtor Party Beth's Basics, Inc. (the "Cohen Derivative Claims") and direct claims in Cohen's personal capacity (the "Cohen Direct Claims").

WHEREAS, the Superior Court Action was stayed as to Cohen's claims against Debtor Parties by the commencement of the Debtor Parties' jointly administered chapter 11 cases, docketed under case no. 13-16429-FJB, in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division ("Bankruptcy Cases").

WHEREAS, in the Bankruptcy Cases the Official Committee of Unsecured Creditors (the "Committee") was granted standing to pursue claims of the Debtor Parties against the Elovitz Parties, including, but not limited to, the Cohen Derivative Claims.

WHEREAS, the Elovitz Parties, the Debtor Parties, the Committee and Cohen have determined to settle any and all claims of any name and nature between and among them relating

to the Debtor Parties, the bankruptcy estates of the Debtor Parties, the Bankruptcy Cases and those claims that were or that could have been brought in the Superior Court Action, including but not limited to, any and all claims which Cohen has or could assert against any of the Elovitz Parties, and of any and all claims of any name and nature which any of the Elovitz Parties have or could assert against Cohen.

WHEREAS, in connection with that settlement, the Elovitz Parties have agreed to pay one million two hundred thousand dollars (\$1,200,000) to the Debtor Parties' bankruptcy estates for use in the Bankruptcy Cases for distribution to creditors of those estates, including, but not limited to, a payment to be made by the Debtor Parties' bankruptcy estates to Cohen, as well as to waive any and all claims the Elovitz Parties may hold or assert against the Debtor Parties or their Chapter 11 estates.

NOW, THEREFORE, in consideration of the above, the consideration set forth below and the exchange of releases provided herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Elovitz Parties and Cohen hereby agree as follows:

I. COHEN'S RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST THE ELOVITZ PARTIES

1. Cohen, hereby releases, remises, and forever discharges the Elovitz Parties and each of their respective officers, directors, members, shareholders, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted in Superior Court Action.

II. THE ELOVITZ PARTIES' RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST COHEN

2. The Elovitz Parties hereby release, remise, and forever discharge Cohen and each of her attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted in the Superior Court Action.

III. MISCELLANEOUS PROVISIONS

3. The releases provided herein are intended to release all claims on any name and nature held by Cohen against the Elovitz Parties, and by the Elovitz Parties against Cohen and are intended to preclude any action, cause of action, lawsuit or demand, whether direct or indirect and including claims derivative of the Debtor Parties.

4. It is understood and agreed that the delivery of the consideration provided hereunder by the Elovitz Parties and by Cohen is not to be construed as an admission of any liability whatsoever on the part of the parties hereby released. It is further understood and agreed that the released parties deny liability for any such claims.

5. Notwithstanding anything to the contrary set forth herein, nothing in this Release Agreement is intended to release, remise or discharge the obligations, rights and liabilities set forth in the Settlement Agreement between and among the Elovitz Parties, the Debtor Parties, the Committee and Cohen dated as of May ___, 2015.

6. The parties further agree that this Release Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

7. The parties assume the risk of any and all claims for damages released hereunder of which they may not be aware, whether through ignorance, oversight, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Release Agreement.

8. The parties warrant that they have read this release and fully understand that it is a compromise settlement and mutual release as to any and all matters aforesaid, whether now known or unknown. The parties further warrant that no representation of any kind or character has been made to them by each other or any other person as an inducement for the execution of this release and that each of the undersigned is of legal age and legally competent and has authority to execute this mutual release.

9. The parties agree that this Release Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties agree that this Release Agreement shall not be construed against any party on account of authorship and, if a court finds any part of this Release Agreement to be illegal or invalid, the illegal or invalid portion of the Release Agreement shall be severed and the rest of the Release Agreement will be enforceable. The parties agree to submit to the jurisdiction of the United States Bankruptcy Court for the District of Massachusetts to resolve any disputes or controversies arising from or related to this Release Agreement.

10. Any entity that is owned by, controlled by, or under common control with any Elovitz Party identified above, shall, for the purpose of this Agreement, be deemed to be an Elovitz Party ("Additional Elovitz Party"). The signatories for each Elovitz Party below shall cause each and every such Additional Elovitz Party to execute and deliver this Release to the Committee upon request of Cohen.

11. This Release may be executed in counterparts, any of which may be transmitted by facsimile or email, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, each of the parties hereto has executed this Release Agreement on the dates hereafter specified.

Signatures

Exhibit B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION)

In re:

BUILDING #19, INC., ET AL.

Debtors.

Chapter 11

Case No. 13-16429-FJB

Jointly Administered

**ORDER PURSUANT TO FED. R. BANKR. P. 9019 APPROVING THE MOTION
OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO
COMPROMISE CONTROVERSIES AND TO APPROVE SETTLEMENT
AGREEMENT WITH THE “ELOVITZ PARTIES, BETH COHEN, THE
DEBTORS AND COMMITTEE AND REQUEST TO LIMIT NOTICE**

This Court has considered the Motion of the Official Committee of Unsecured Creditors (“Committee”) to Compromise Controversies and to Approve Settlement Agreement With the Elovitz Parties, Beth Cohen, the Debtors And Committee and Request to Limit Notice (the “9019 Motion”), by which Committee is seeking entry of an order approving and implementing, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure,¹ and section 105 of the U.S. Bankruptcy Code (11 U.S.C. § 101, et seq.), filed on May ___, 2015. The Court held a hearing regarding the Motion and any objections thereto (the “Objections”) on _____, 2015 (the “Hearing”) and reviewed and considered (i) the Motion and the related exhibits and pleadings filed with respect to the Motion, (ii) the record in this case, (iii) the arguments of counsel, and (iv) the evidence proffered or adduced, at the Hearing. The Objections (if any) having been otherwise resolved, overruled, or withdrawn; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the matters raised by the Motion and relief related thereto; and after due deliberation thereon, this Court for

¹ Hereinafter, “Bankruptcy Rule 9019.” An executed copy of the Agreement is attached as Exhibit B to the 9019 Motion. Capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement.

the reasons stated on the record at the Hearing and for the following reasons hereby concludes, finds and orders that:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. 157(b)(1) and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The predicates for the relief sought in the Motion are Bankruptcy Rule 9019 and Bankruptcy Code Sections 105, 362 and 363.

Notice

D. Notice of the Motion and the Hearing (the "Notice of Hearing") was served in accordance with this Court's prior order limiting notice as requested in the Motion electronically, upon all parties in this case who receive electronic service in this case through this Court's Electronic Case Filing ("ECF") system, Therefore, due, adequate and sufficient notice of the Motion and the Hearing has been given to all parties entitled to receive notice as of the date hereof pursuant to Bankruptcy Rule 2002(a)(2), no other or further notice is required, and a reasonable opportunity to object to the Motion and to be heard at the Hearing was given as required by the Bankruptcy Code and the Bankruptcy Rules to all persons entitled to or who received notice.

Reasonableness of Proposed Compromise

E. The compromise set forth in the Agreement is fair and reasonable, is in the best interests of the Debtors, their creditors and their estates and otherwise satisfies the requirements of Bankruptcy Rule 9019. With regard to the specific factors the Court is directed to consider in reviewing the reasonableness of the proposed compromise pursuant to *Protective Committee for*

Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414 (1968), and *Jeffrey v. Desmond*, 70 F.3d 183 (1st Cir. 1995) the Court finds all such factors weigh in favor of allowing the Motion, as follows:

a. Probability of Success in the Litigation Being Compromised: The Committee, on behalf of the Debtors' estates, appear likely to succeed in the litigation that is being compromised, but that success is far from certain for the reasons that are set forth in the Motion.

b. Difficulties to be Encountered in Collection: Collection will be difficult, complex, costly and time consuming for the reasons set forth in the Motion.

c. Complexity, Expense, Inconvenience and Delay of litigation: The complexity, expense, inconvenience, and delay of pursuing the estates' claims against Elovitz Parties is overwhelming. The issues are overwhelmingly complex and the expense and delay already that has been visited on the creditors, and speaks to the expense that would be involved in ongoing litigation and their appeals.

d. Paramount Interests of Creditors and Proper Deference to Views: The Committee was extensively involved in the negotiation of the terms and conditions embodied in the Agreement and obviously supports the proposed compromise. The Committee has invested its time and effort in ensuring that the outcome is in the best interests of creditors of the Debtors' bankruptcy estate. The paramount interests of creditors in avoiding the risks, costs and delay inherent in further litigation, and in receiving a meaningful dividend sooner than would be possible if litigation continued, strongly supports approval of the proposed settlement.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The 9019 Motion is **GRANTED** in all respects and the Objections are **DENIED AND OVERRULED**;
2. The Agreement is approved in all respects;
3. The Committee is authorized and empowered to execute and deliver any and all documents necessary and desirable to effectuate the settlement set forth in the Agreement for itself and on behalf of the Debtors, including, without limitation, the applicable releases to be executed and delivered by the Committee and/or the Debtors that are attached as exhibits to the Agreement. Paul London, the Chairman of the Committee, is authorized to execute and deliver all documents on behalf of the Committee and the Debtors, including, without limitation, the Agreement and all applicable releases attached as exhibits to the Agreement, and to take all action and do all things on behalf of the Debtors and the Committee that Mr. London determines, in his sole and absolute discretion, are necessary and desirable to effectuate and implement the Agreement on behalf of the Committee and the Debtors. Mr. London shall neither have nor incur

any liability in any way directly or indirectly related to the execution of delivery of documents or performance of any and all acts and omissions on behalf of the Committee and the Debtors in accordance with the Agreement and this Order;

4. This Order shall become effective immediately upon its entry; and
5. This Court shall retain exclusive jurisdiction with respect to the implementation of the Agreement and this Order.

Dated: _____, 2015

Honorable Frank J. Bailey
United States Bankruptcy Judge

Exhibit C

RELEASE AGREEMENT

The Official Committee of Unsecured Creditors ("Committee") in the chapter 11 bankruptcy cases of the Debtor Parties (as defined below), on one hand, and Beth Cohen ("Cohen"), on the other hand hereby enter this Release Agreement.

DEFINITIONS

Debtor Parties means each of the following:

1. Building #19, Inc.
2. Paperworks #19, Inc.
3. Beth's Basics, Inc.
4. Furniture #19, Inc.
5. PB&J Kids #19, Inc.
6. Footwear #19 Plus, Inc.

WITNESSETH

WHEREAS, Cohen has commenced litigation against certain directors, shareholders, and related entities of Debtor Party Beth's Basics, Inc. ("BBI"), asserting both derivative claims on behalf of BBI and direct claims in Cohen's personal capacity in the action styled *Beth Cohen v. Gerald Elovitz, et al.*, Middlesex Superior Court civil action no. 2011-01223-D, consolidated with civil action no. 12-35444 (the "Superior Court Action").

WHEREAS, the Committee was appointed in the jointly administered chapter 11 cases of the Debtor Parties, docketed under case no. 13-16429-FJB, in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division ("Bankruptcy Cases"), and has been authorized to prosecute certain claims that are property of the Debtor Parties' bankruptcy estates.

WHEREAS, the Superior Court Action was stayed by the commencement of the Bankruptcy Cases.

WHEREAS, Cohen and the Committee have determined to settle any and all claims of any name and nature which Cohen has or could assert against the Committee and the members of the Committee (solely in their capacity as members of the Committee and solely in connection with actions arising from their activities as Committee members) and their respective officers, directors, members, shareholders, beneficiaries, trustees, partners, creditors, attorneys and advisors, and any and all claims of any name and nature which the Committee has or could assert against Cohen.

NOW, THEREFORE, in consideration of the above, the payment set forth below and the exchange of releases provided herein, the receipt and sufficiency of which consideration is hereby acknowledged, Cohen and the Committee hereby agree as follows:

I. THE COMMITTEE'S RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST COHEN

1. The Committee and its members hereby release, remise, and forever discharge Cohen and each of her attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted in the action styled Beth Cohen v. Gerald Elovitz, et al., Middlesex Superior Court civil action no. 2011-01223-D (consolidated with civil action no. 12-35444) (the "Superior Court Action").

II. COHEN'S RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST THE COMMITTEE

2. Cohen hereby releases, remises, and forever discharges the Committee and its members, and each of the foregoing persons' and entities' respective officers, directors, members, shareholders, creditors, attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted in Superior Court Action.

III. MISCELLANEOUS PROVISIONS

3. The releases provided herein are intended to release all claims of any name and nature in any way relating to the Debtor Parties, the bankruptcy estates of the Debtor Parties and the Bankruptcy Cases held by Cohen against the Committee and its members or by the Committee and its members against Cohen, whether direct or indirect and whether brought on behalf of or derivatively of the Debtor Parties.

4. It is understood and agreed that the delivery of the consideration provided hereunder by Cohen and by the Committee is not to be construed as an admission of any liability whatsoever on the part of the parties hereby released. It is further understood and agreed that the released parties deny liability for any such claims and that the sum of money being paid is compensation for alleged actual damages of a disputed claim.

5. Notwithstanding anything to the contrary set forth herein, nothing in this Release Agreement is intended to release, remise, or discharge the obligations, rights, and liabilities set forth in the Settlement Agreement between and among Cohen, the Committee, and certain other parties dated as of May ___, 2015.

6. The parties further agree that this Release Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

7. The parties assume the risk of any and all claims for damages released hereunder of which they may not be aware, whether through ignorance, oversight, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Release Agreement.

8. The parties warrant that they have read this release and fully understand that it is a compromise settlement and mutual release as to any and all matters aforesaid, whether now known or unknown. The parties further warrant that no representation of any kind or character has been made to them by each other or any other person as an inducement for the execution of this release and that each of the undersigned is of legal age and legally competent and has authority to execute this mutual release.

9. The parties agree that this Release Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties agree that this Release Agreement shall not be construed against any party on account of authorship and, if a court finds any part of this Release Agreement to be illegal or invalid, the illegal or invalid portion of the Release Agreement shall be severed and the rest of the Release Agreement will be enforceable. The parties agree to submit to the jurisdiction of the United States Bankruptcy Court for the District of Massachusetts to resolve any disputes or controversies arising from or related to this Release Agreement.

10. This Release may be executed in counterparts, any of which may be transmitted by facsimile or email, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, each of the parties hereto has executed this Release Agreement on the dates hereafter specified.

Signatures

Exhibit D

RELEASE AGREEMENT

The Debtor Parties (as defined below), each for itself, on one hand, and Beth Cohen ("Cohen") on the other hand hereby enter this Release Agreement.

DEFINITIONS

Debtor Parties means each of the following:

1. Building #19, Inc.
2. Paperworks #19, Inc.
3. Beth's Basic's, Inc.
4. Furniture #19, Inc.
5. PB&J Kids #19, Inc.
6. Footwear #19, Inc.

WITNESSETH

WHEREAS, each of the Debtor Parties is a debtor in possession in the jointly administered cases docketed under case no. 13-16429-FJB, in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division ("Bankruptcy Cases").

WHEREAS, Cohen has commenced litigation against Debtor Party Beth's Basics, Inc. ("BBI") and certain of BBI's directors, shareholders, and related entities, asserting both derivative claims on behalf of BBI and direct claims in Cohen's personal capacity in the action styled *Beth Cohen v. Gerald Elovitz, et al.*, Middlesex Superior Court civil action no. 2011-01223-D, consolidated with civil action no. 12-35444, (the "Superior Court Action").

WHEREAS, the Debtor Parties and Cohen have determined to settle any and all claims of any name and nature which any of the Debtor Parties have or could assert against Cohen and of any and all claims of any name and nature which Cohen has or could assert against any of the Debtor Parties.

NOW, THEREFORE, in consideration of the above, the payment set forth below and the exchange of releases provided herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Debtor Parties and Cohen hereby agree as follows:

I. COHEN'S RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST THE DEBTOR PARTIES

1. Cohen, in consideration of the receipt of payment in the amount of Six Hundred Thousand Dollars (\$600,000), subject to potential increase to the maximum amount of Six Hundred and Fifty Thousand Dollars (\$650,000), as provided in the Settlement Agreement, and

the releases set forth in Paragraph II below (the "Debtor Parties' Consideration"), hereby releases, remises, and forever discharges each of the Debtor Parties and their respective chapter 11 estates, officers, directors, members, shareholders, creditors, attorneys, and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted in the Superior Court Action.

II. THE DEBTOR PARTIES' RELEASE OF PRESENT AND FUTURE CLAIMS AND ANY AND ALL CAUSES OF ACTION AGAINST COHEN

2. The Debtor Parties, in consideration of the releases set forth in Paragraph I above (the "Cohen Consideration"), hereby release, remise, and forever discharge Cohen and each of her attorneys and advisors from any and all claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, now existing or hereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the date hereof, in any way relating to or in connection with (i) the Debtor Parties, (ii) the bankruptcy estates of the Debtor Parties, (iii) the Bankruptcy Cases, and (iv) all claims or causes of action asserted or that could have been asserted the Superior Court Action.

II. MISCELLANEOUS PROVISIONS

3. The releases provided herein are intended to release all claims on any name and nature held by Cohen against the Debtor Parties and by the Debtor Parties against Cohen and are intended to preclude any action, cause of action, law suit or demand, whether direct or indirect..

4. It is understood and agreed that the delivery of the consideration provided hereunder by Cohen and by the Debtor Parties is not to be construed as an admission of any liability whatsoever on the part of the parties hereby released. It is further understood and agreed that the released parties deny liability for any such claims and that the sum of money being paid is compensation for alleged actual damages of a disputed claim.

5. Notwithstanding anything to the contrary set forth herein, nothing in this Release Agreement is intended to release, remise, or discharge the obligations, rights and liabilities set forth in the Settlement Agreement between and among Cohen and the Debtor Parties dated as of May ___, 2015.

6. The parties further agree that this Release Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

7. The parties assume the risk of any and all claims for damages released hereunder of which they may not be aware, whether through ignorance, oversight, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Release Agreement.

8. The parties warrant that they have read this release and fully understand that it is a compromise settlement and mutual release as to any and all matters aforesaid, whether now known or unknown. The parties further warrant that no representation of any kind or character has been made to them by each other or any other person as an inducement for the execution of this release and that each of the undersigned is of legal age and legally competent and has authority to execute this mutual release.

9. The parties agree that this Release Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties agree that this Release Agreement shall not be construed against any party on account of authorship and, if a court finds any part of this Release Agreement to be illegal or invalid, the illegal or invalid portion of the Release Agreement shall be severed and the rest of the Release Agreement will be enforceable. The parties agree to submit to the jurisdiction of the United States Bankruptcy Court for the District of Massachusetts to resolve any disputes or controversies arising from or related to this Release Agreement.

10. This Release may be executed in counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, each of the parties hereto has executed this Release Agreement on the dates hereafter specified.

Signatures