#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 4 of 30

# SETTLEMENT AGREEMENT, RELEASE, AND CONFIDENTIALITY AGREEMENT

This Settlement Agreement, Release, and Confidentiality Agreement (hereinafter, the "Agreement"), is effective as of October 4, 2013.

In full and final consideration of this Agreement and all other obligations set forth herein, Releasors (as defined below) will receive a total payment of **REDACIED** (the "Settlement Payment"). The Settlement Payment shall be made within the later of (i) thirty (30) days after the execution of this Agreement by Releasors and its delivery to Releasees' (as defined below) counsel; and (ii) the receipt of Bankruptcy Court Approval (as defined in Section XV below), and otherwise in accordance with this Agreement. Releasors agree that they will not seek anything further, including any other payment of any nature or of any claim, from Releasees.

#### I. Full Release

For and in consideration of the Settlement Payment, Peter Mocco; Lorraine (a) Mocco; Liberty Harbor Holding, LLC; The Atrium at Hamilton Park Urban Renewal Associates LLC; Fulton's Landing Urban Renewal Company LLC; First Connecticut Holding Group LLC IV; First Connecticut Holding Group LLC II; First Connecticut Holding Group LLC III; First Connecticut Holding LLC X; First Connecticut Holding Group LLC XI; First Connecticut Holding Group LLC XIII; 8-10 Clifton Place Corp.; Hamilton Park Health Care Center Ltd.; Liberty Harbor Marina, Inc.; Stonehyrst Investments, LLC; A-1 Self-Storage, Inc.; Liberty Harbor North, Inc.; Liberty Harbor North II Urban Renewal, LLC; and their past, present and future agents, representatives, partners, shareholders, principals, attorneys, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, heirs, executors, assigns, families, agents, trustees, beneficiaries, members, and administrators and all others to whom a claim may inure under the laws of any jurisdiction (including but not limited to all entities owned or controlled by Peter Mocco and/or Lorraine Mocco) (together, "Releasors"), intending to be legally bound, hereby jointly and severally fully and forever release, acquit, and discharge Proskauer Rose LLP and Dale Schreiber and each of their respective past, present and future agents, representatives, partners, shareholders, principals, attorneys, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, heirs, executors, assigns, families, agents, trustees, beneficiaries, members, insurers (in their role as insurers for Proskauer Rose LLP and/or Dale Schreiber), and administrators (together, "Releasees," collectively with Releasors "Parties" to this Agreement) from any and all past or present liability, legal, equitable or other actions or claims, counterclaims, demands, setoffs, defenses, contracts, accounts, suits, debts, dues, agreements, actions, causes of action, claims for compensatory or punitive damages, sums of money, reckonings, bonds, bills, specialties, covenants, promises, variances, trespasses, damages (economic and non-economic), extents, executions, rights, demands, liabilities, judgments, findings, controversies, disputes, costs, losses, expenses, attorneys' fees and costs, any past, present or future duties, responsibilities or obligations, claims and damages of every kind whether asserted or unasserted, known or unknown and whether based on facts now known or unknown, contingent, accrued, inchoate, in law, admiralty, or in equity, or otherwise, whether based in tort, contract, negligence, fraud,

misrepresentation, breach of fiduciary duty, statutory or regulatory right, or any other legal or equitable theory or right ("Claims"), which against any of the Releasees any of the Releasors ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any act, omission, event, occurrence, matter, cause or thing whatsoever from the beginning of the world up to and including the date of this Agreement, including, but not limited to any and all Claims that were or could have been asserted in the action captioned <u>Mocco, et al. v. Licata, et al.</u>, Consolidated Docket No. ESX-C-280-98 (N.J. Super., Chanc. Div, Essex County) (the "Subject Litigation") (collectively, the "Released Claims").

(b) Releasors intend that the release provided by this paragraph I is a full and final general release and that the release shall be so construed and enforced. Releasors hereby waive any right, or claim of any right, to assert hereafter that any matter or claim released by this Agreement should have been omitted from the terms of the release provided by this paragraph I, whether as a result of ignorance, oversight, error, or otherwise.

(c) Releasors represent and warrant that no other person or entity has, or has had, any interest in the Released Claims; that Releasors have not sold, assigned, transferred, conveyed or otherwise disposed of any of the Released Claims; and that Releasors have the sole right and exclusive authority to execute and deliver this Agreement and receive the sums specified herein.

(d) Releasors and Releasees will immediately execute and file a stipulation of dismissal of the Subject Litigation with prejudice and without costs as to Dale Schreiber, in the form of Exhibit A hereto annexed, and a stipulation of dismissal of the Subject Litigation without prejudice as to Proskauer Rose LLP, in the form of Exhibit B hereto annexed. A stipulation of dismissal of the Subject Litigation with prejudice and without cost as to Proskauer Rose LLP in the form of Exhibit C hereto annexed, shall be executed and filed immediately after confirmation by Releasors' counsel of receipt of the Settlement Payment.

# II. Covenant Not to Sue/ Indemnification

(a) Each and every of the Releasors, jointly and severally, hereby covenants not to sue any Release upon or as to any of the Released Claims or any other claim or on any other claim of any nature whatsoever, known or unknown, that each and every of the Releasors ever had, now have or hereafter can, shall or may have against each and every of the Releases arising out of or relating to the subject matter of the Subject Litigation.

(b) Each and every of the Releasors agree that, should any of the Releasors (or any individual or entity owned or controlled by any of them) file any suit against any of the Releasees relating to the subject matter of the Subject Litigation and/or Released Claims, Releasors will jointly and severally fully indemnify any such Releasee for that Releasee's attorneys' fees and litigation costs and expenses incurred in connection with any such suit, with the sole exception being that Releasors will not indemnify Releasees in connection with any lawsuit filed by those limited liability entities included in the definition of "Releasor" in paragraph I above that bear the term "First Connecticut Holding Group" in their name ("FCHG entity") unless that lawsuit was filed on behalf of said FCHG entit(ies) by Peter Mocco and/or Lorraine Mocco's agents, attorneys,

- 2 -

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 6 of 30

representatives, or successors. Releasors further agree that, in the event any of the Releasors are determined to have willfully filed suit against any of the Releasees relating to the subject matter of the Subject Litigation and/or the Released Claims, each and every of the Releasors shall forfeit and return the Settlement Payment to Proskauer Rose LLP.

#### III. Authority to Execute and Deliver

The signatory for each Releasor represents and warranties that (s)he has full authority to bind said Releasor to this Agreement by signing this Agreement in the capacity indicated below. Each and every of the Releasors agree and covenant to hold harmless each and every of the Releasees for the claims of any individual or entity concerning the authority of any of the signatories of the Releasors to execute and deliver this Agreement on behalf of said Releasor in said capacity or otherwise. Each and every of the Releasors agree that, should any individual or entity file suit against any of the Releasees concerning the authority of any of the signatories to execute and deliver this Agreement on whose behalf (s)he has executed this Agreement, Releasors will indemnify Releasees for their attorneys' fees and litigation costs and expenses incurred in connection with that litigation, with the sole exception being that Releasors will not indemnify Releasees in connection with any lawsuit filed by any FCHG entity unless that lawsuit was filed on behalf of said FCHG entit(ies) by Peter Mocco and/or Lorraine Mocco, and/or Peter Mocco's and/or Lorraine Mocco's agents, attorneys, representatives, or successors.

#### IV. Confidentiality

(a) Except (i) in the course of obtaining legal or financial advice with respect to the rights and obligations created by this Agreement; (ii) in the preparation of federal, state or local tax returns affected by this Agreement or its performance; (iii) in the course of enforcing any right or obligation under this Agreement; (iv) pursuant to a valid court order or similar legal process; (v) as necessary to obtain or maintain Bankruptcy Court Approval (Releasors will use their best efforts, to the extent permitted under the Bankruptcy Code, to maintain the confidentiality of the substance of the settlement negotiations and the amount of the Settlement Payment); or (vi) pursuant to any disclosure obligation or other requirement under applicable securities laws, the Parties and their counsel hereby agree to maintain as confidential the substance of the settlement negotiations of this Agreement (hereinafter referred to as the "Confidential Information"). All such information shall be kept strictly confidential and shall not be communicated to any third party.

(b) In the event that a Party is served with a subpoena which calls for the production of this Agreement, the Party will immediately notify his or her counsel who will, in turn, notify opposing counsel for all other Parties to this Agreement in accordance with the notice provisions set forth in paragraph XIII hereof so that such other Parties have an opportunity to move to quash said subpoena. The Parties agree that if they are requested or ordered to provide information with respect to any proceeding regarding this Agreement or the underlying dispute, or are called to testify with respect to any proceeding or before any agency or court, they will provide immediate written notice to the opposing Parties' counsel in accordance with paragraph XIII hereof.

- 3 -

(c) In the event that Releasors receive any inquiry regarding the Releasees in connection with the Subject Litigation and/or Released Claims, it is agreed that they shall respond only that the matter has been resolved and is subject to a Confidentiality Agreement, and shall not disclose any terms of the Agreement, including the amount of the Settlement Payment.

### V. Non-Admission of Liability

This Agreement is not intended to be and shall not be construed as an admission of any civil liability or a violation of any legal or contractual duty by any of the Releasees. All of the Releasees expressly deny any wrongdoing or violation of any legal or contractual duty or other obligation in connection with the Released Claims.

# VI. Voluntary Agreement/ Opportunity to Consult Counsel

(a) The Parties represent and warrant that they have reviewed this Agreement carefully, that they understand all of its terms, that they have voluntarily and knowingly executed this Agreement and that they fully appreciate the effect of executing this Agreement. The Parties agree and acknowledge that they have had sufficient time to consider this Agreement and its ramifications without coercion or intimidation before executing it.

(b) The Parties represent and warrant that they have consulted with independent, competent counsel with regard to this Agreement and the subject matter hereof. The Parties further represent that their counsel have explained the terms and conditions of this Agreement to them.

#### VII. Entire Agreement/ Merger

This Agreement contains the entire understanding between the Parties with respect to the settlement of the Subject Litigation, and supersedes any prior understanding or agreement between the Parties with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, either oral or written, between the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Any amendments to this Agreement must be in writing and signed by each of the Parties hereto.

#### VIII. Governing Law

This Agreement and all claims arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its conflict of laws provisions. Any and all disputes, claims, or lawsuits relating to or arising out of this Agreement shall be brought in the Superior Court of New Jersey, Essex County, and each of the Parties irrevocably submits to the jurisdiction of such court and waives any rights to claim inconvenient forum and any other defense to the laying of venue in such court.

- 4 -

#### IX. Waivers

The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof nor deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver by any Party of any provision of this Agreement must be in writing and signed by the Party to be charged with the waiver.

# X. Binding Effect/Validity

The respective rights and duties of each of the Parties shall be binding upon, and inure to the benefit of, the Parties and their heirs, successors and assigns, except that no Party may assign, transfer or encumber, or attempt to do so, his, her or its rights under this Agreement without the prior written consent of all other Parties adverse to the Party seeking permission for such assignment, transfer or encumbrance. Any such assignment, transfer or encumbrance made in violation of this provision shall be null and void from its inception.

#### XI. Severability

If any provision of this Agreement shall be judicially determined to be invalid, the remainder of this Agreement shall remain in full force and effect.

#### XII. Headings and Syntax

The headings set forth in this Agreement are for convenience and reference only and are not intended to modify, limit, describe or affect in any way the content, scope or intent of this Agreement. All references made and pronouns used shall be construed in the singular or the plural and in such gender as common sense and circumstances require.

#### XIII. Notice

All notices under this Agreement must be in writing and personally served or delivered via electronic mail and certified mail, return receipt requested or by recognized overnight courier service providing a receipt against delivery, to the following addresses:

| Notice to Releasors: | James A. Scarpone, Esq.<br>SCARPONE & VARGO LLC<br>50 Park Place, Suite 1003<br>Newark, NJ 07102<br>(973) 623-4101 |
|----------------------|--|
| Notice to Releasees: | Ronald L. Israel, Esq.<br>WOLFF & SAMSON PC<br>One Boland Drive<br>West Orange, New Jersey 07052<br>(973) 325-1500 |

#### - 5 -

#### XIV. Interpretation

The Parties agree and acknowledge that the usual rules of construction to the effect that ambiguities in a document are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and that the Agreement shall be construed as if all the Parties jointly prepared it.

#### XV. Bankruptcy Court Approval

(a) The Parties acknowledge that Releasors First Connecticut Holding Group LLC IV; Liberty Harbor Holding, LLC; Liberty Harbor North, Inc.; and Liberty Harbor North II Urban Renewal, LLC (the "Bankrupt Releasors") are currently debtors in Chapter 11 Bankruptcy proceedings in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). Releasors covenant that no other Releasor is currently a debtor in any bankruptcy proceeding in any jurisdiction.

Each and every of the Releasors covenant to use best efforts to obtain Bankruptcy (b) Court approval of the settlement contemplated by this Agreement. "Bankruptcy Court Approval" means a final order or order(s) of the Bankruptcy Court, in form reasonably satisfactory to Releasees' counsel, applicable as to each and every one of the Bankrupt Releasors, (i) approving the settlement contemplated by this Agreement and any conditions relating to such approval (including the allocation of the Settlement Payment to or among the estates of the Bankrupt Releasors and/or other Releasors), and (ii) discharging each and every Releasee from any claim, liability or responsibility for any such apportionment and enjoining all creditors of the debtor estates from asserting any such claim, liability or responsibility against any of the Releasees. The Bankruptcy Court Approval shall be deemed final upon the latest of the expiration of (1) all appeal periods relating to any order or orders constituting the Bankruptcy Court Approval, or (2) if a timely appeal is taken from any order or orders constituting the Bankruptcy Court Approval, the entry of any order or judgment affirming such order or orders or dismissing such appeal and the expiration of any appeal period from such order or judgment without any appeal having been taken.

(c) Releasors acknowledge and agree that any decision, determination, or ruling by the Bankruptcy Court concerning any way the allocation of the Settlement Payment among the Releasors (including the Bankrupt Releasors) will not affect the validity or enforceability of this Agreement or the release of any of the Released Claims as set forth in paragraph I above or the Covenant Not to Sue as set forth in paragraph II.

(d) Nothing in this Agreement shall be construed to impose any obligation on any of the Releasees to participate in any proceeding in the Bankruptcy Court relating to the Bankruptcy Court approval.

#### XVI. Signatures/Counterparts

(a) This Agreement may be executed in several counterparts, each of which shall constitute the agreement between the Parties as if all signatures were appended to the original instrument. The Parties acknowledge that there is no need for all Parties to execute the same copy of this Agreement.

## Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 10 of 30

(b) This Agreement (as opposed to the terms of the settlement, which is effective as of October 4, 2013) is not effective until fully executed and delivered by each of the Parties.

\*\*\*Signature Pages to Follow\*\*\*

- 7 -

#### Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Case 13-13090-NLW Document Page 11 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_/2\_ day of October, 2013, intending to be bound thereby.

Peter Mocco

DATED: 10. 17-13

STATE OF NEW JERSEY ) ) ss: Hudson) COUNTY OF

My Term expires: 3-30-16

NOTARY PUBLIC

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 12 of 30

IN WITNESS WHEREOF I have set my hand and seal this <u>17</u> day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

Lonain ) Macco

Lorraine Mocco

My Term expires: 3 - 30 - 16

NOTARY PUBLIC

Donna M McDougall Notary Public, State of New Jersey Lic. No. 2406787 My Commission Expires March 30, 2016

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 13 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

In his/her capacity as Menage of Liberty Harbor Holding, LLC

STATE OF NEW JERSEY ) ) ss: COUNTY OF Hedson )

On this 17th day of October 2013 before me personally appeared ter 10000 to me 

My Term expires: 3-30-16

NOTARY PUBLIC

| Donna M MoDougall                   |   |
|-------------------------------------|---|
| Notary Public, State of New Jersey  |   |
| Lic, No. 2406787                    |   |
| My Commission Expires March 30, 201 | 6 |

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 14 of 30

IN WITNESS WHEREOF I have set my hand and seal this 17 day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

Lonaine 10000

In his/her capacity as <u>Merapo</u> of The Atrium at Hamilton Park Urban Renewal Associates, LLC

STATE OF NEW JERSEY ) ) ss: COUNTY OF Hudson)

On this the person(s) named herein and who executed the foregoing Agreement and woluntarily executed the same.

My Term expires: 3-30-16

NOTARY PUBLIC

| Donna M MoDougail                    |
|--------------------------------------|
| Notary Public, State of New Jarsey   |
| Lic. No. 2406787                     |
| My Commission Expires March 30, 2016 |

IN WITNESS WHEREOF I have set my hand and seal this 12 day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

In his/her capacity as <u>Litmpe2</u> of Fulton's Landing Urban Renewal Company LLC

STATE OF NEW JERSEY ) ) ss: COUNTY OF Hugher )

On this <u>1112</u> day of October 2013 before me personally appeared <u>tech / occ</u> to me known to be the person(s) named herein and who executed the foregoing Agreement and acknowledged to me that <u>he</u> voluntarily executed the same.

My Term expires: <u>3-30-1</u>6

NOTARY PUBLIC Donna M McDougall Notary Public, State of New Jersey

Lic. No. 2408787 My Commission Expires March 30, 2016

### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 16 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

Lonaine morco

In his/her capacity as <u>manage</u> of First Connecticut Holding Group LLC IV

STATE OF NEW JERSEY ) ) ss: COUNTY OF Laddon )

On this the day of October 2013 before me personally appeared for the day of October 2013 before me personally appeared for the foregoing Agreement and who executed the foregoing Agreement and voluntarily executed the same.

My Term expires: <u>3-30-16</u>

NOTARY PUBLIC

Donna M McDougail Notary Public, State of New Jersey Lic. No. 2408787 My Commission Expires March 30, 2016

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 17 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

Lanaine

In his/her capacity as <u>Monges</u> of First Connecticut Holding Group LLC II

STATE OF NEW JERSEY ) ) ss: COUNTY OF Lud LOOD

On this the day of October 2013 before me personally appeared October 2013 before me personally appeared October 2013 me me known to be the person(s) named herein and who executed the foregoing Agreement and acknowledged to me that \_\_\_\_\_\_\_ voluntarily executed the same.

My Term expires: 3-30-14

TARY PUBLIC NO

Donna M McDougali Notary Public, State of New Jersey Llc. No. 2406787 My Commission Expires March 30, 2016

Case 13-13090-NLW

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

In his/her capacity as jump of First Connecticut Holding Group LLC III

STATE OF NEW JERSEY ) ss: COUNTY OF Nuclson )

On this 17th day of October 2013 before me personally appeared average coto me known to be the person(s) named herein and who executed the foregoing Agreement and voluntarily executed the same. acknowledged to me that She

My Term expires: 3-30-16

NOTARY PUBLIC

| 1 | Donne M McDougall<br>Notary Public, State of New Jersey |
|---|---|
|   | Ltc No. 2406787   |
|   | My Commission Expires March 30, 2016                    |

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 19 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 0-17-13

In his/her capacity as <u>Menapo</u>f First Connecticut Holding Group LLC X

STATE OF NEW JERSEY ) ) ss: COUNTY OF 4

On this 17th day of October 2013 before me personally appeared Lorenza eccto me known to be the person(s) named herein and who executed the foregoing Agreement and he voluntarily executed the same. \_\_\_\_\_ acknowledged to me that \_\_\_\_\_\_ Ste

My Term expires: 3-30-16

TARY PUBLIC

|       | Donna M McDougail                |
|-------|----------------------------------|
| No    | tary Public, State of New Jersey |
|       | Lic. No. 2406767                 |
| My Co | ommission Expires March 30, 2016 |

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

Lonie Moro

In his/her capacity as <u>Manny</u> of First Connecticut Holding Group LLC XI

STATE OF NEW JERSEY ) ) ss: COUNTY OF (Ledword)

On this <u>If</u> day of October 2013 before me personally appeared <u>LordrAiNe Moc.</u> to me known to be the person(s) named herein and who executed the foregoing Agreement and <u>she</u> acknowledged to me that <u>voluntarily executed the same</u>.

My Term expires: 3-30-16

Donna M McDougall Notary Public, State of New Jersey Lic: No. 2406787

My Commission Expires March 30, 2016

NOTARY PUBLIC

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 21 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

Lonien

In his/her capacity as <u>Menops</u> of First Connecticut Holding Group LLC XIII

STATE OF NEW JERSEY ) ) ss: COUNTY OF Hueldon )

On this <u>/7</u> day of October 2013 before me personally appeared <u>Account</u> to me known to be the person(s) named herein and who executed the foregoing Agreement and <u>she</u> acknowledged to me that <u>she</u> voluntarily executed the same.

My Term expires: <u>3-30-16</u>

NOTARY PUBLIC

Donna M McDougail Notary Public, State of New Jersey Lic, No. 2406767 My Commission Expires March 30, 2016 Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 22 of 30

IN WITNESS WHEREOF I have set my hand and seal this 1.7 day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

Lorisin Morco

STATE OF NEW JERSEY ) ) ss: Hudson) COUNTY OF On this day of October 2013 before me personally appeared acoto me prano known to be the person(s) named herein and who executed the foregoing Agreement and she acknowledged to me that the voluntarily executed the same. My Term expires: <u>3-30-(b</u> NOTARY PUBLIC Donna M McDougell Notary Public, State of New Jersey Lic. No. 2408787 My Commission Expires March 30, 2016

Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 23 of 30

IN WITNESS WHEREOF I have set my hand and seal this 1/2 day of October, 2013, intending to be bound thereby.

DATED: /0-/7-/3

Lorman,

In his/her capacity as <u>prea</u> of Hamilton Park Health Care Center Ltd.

STATE OF NEW JERSEY ) ) ss: Fudson COUNTY OF On this / The day of October 2013 before me personally appeared lo me known to be the person(s) named herein and who executed the foregoing Agreement and voluntarily executed the same. \_\_\_\_ acknowledged to me that Ske My Term expires: <u>3-30-//</u>6 PUBLIC 40 Donne M MoDougall Notary Public, State of New Jarsey Lic, No. 2406787 My Commission Expires March 30, 2016

Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 24 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: /0-/7-/3

Lorraine Morco

In his/her capacity as \_\_\_\_\_\_ of Liberty Harbor Marina, Inc.

STATE OF NEW JERSEY ) ) ss: COUNTY OF <u>fuelson</u> On this <u>/7</u><sup>H</sup> day of October 2013 before me personally appeared <u>forcains</u> <u>Merso</u> me known to be the person(s) named herein and who executed the foregoing Agreement and <u>she</u> acknowledged to me that <u>she</u> voluntarily executed the same.

NOTARY PUBLIC

My Term expires: 3-30-16

Donna M McDougall Notary Public, State of New Jersey Lic. No. 2406787 My Commission Expires March 30, 2016 Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 25 of 30

IN WITNESS WHEREOF I have set my hand and seal this \_\_\_\_\_ day of October, 2013, intending to be bound thereby.

DATED: 10-17-13

In his/her capacity as <u>Manapp</u> of Stonehyrst Investments, LLC

STATE OF NEW JERSEY ) ) ss: COUNTY OF Audion

On this <u>/7</u><sup>th</sup> day of October 2013 before me personally appeared <u>eeeAive</u> <u>acknowledged</u> to me that <u>she</u> voluntarily executed the same.

My Term expires: 3-30-16 ARY PUBLIC NO Donna M McDougall Notary Public, State of New Jersey Lic. No. 2406787 My Commission Expires March 30, 2016

### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 26 of 30

IN WITNESS WHEREOF I have set my hand and seal this 122 day of October, 2013, intending to be bound thereby.

Lorian Morco DATED: /0-/7-/3 In his/her capacity as \_\_\_\_\_\_ of A-1 Self-Storage, Inc. STATE OF NEW JERSEY ) ) ss: Hudson COUNTY OF On this 17th day of October 2013 before me personally appeared openine force on me known to be the person(s) named herein and why executed the foregoing Agreement and voluntarily executed the same. acknowledged to me that SIL My Term expires: PUBLIC NOTARY Donna M MoDougall Notary Public, State of New Jersey Lic. No. 2406787 My Commission Expires March 30, 2016

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 27 of 30

IN WITNESS WHEREOF I have set my hand and seal this <u>17</u> day of October, 2013, intending to be bound thereby.

DATED: /0-17-13 When. of Liberty Harbor North, In his/her capacity as Inc. STATE OF NEW JERSEY ) ) ss: tedan) COUNTY OF On this /19 day of October 2013 before me personally appeared eter beco to me known to be the person(s) named herein and who executed the foregoing Agreement and voluntarily executed the same. he acknowledged to me that 0

My Term expires: <u>3-30-/</u>6

NOTARYPUBLIC

Donna M McDougall Notary Public, State of New Jersey Lic, No. 2406787 My Commission Expires March 30, 2016 Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 28 of 30

IN WITNESS WHEREOF I have set my hand and seal this <u>1</u> day of October, 2013, intending to be bound thereby.

2) DATED: /0-/7-13 In his/her capacity as Herea. of Liberty Harbor North II Urban Renewal, Inc. STATE OF NEW JERSEY ) ) ss: Atedion COUNTY OF May of October 2013 before me personally appeared/ eter / Be Dto me On this known to be the person(s) named herein and who executed the foregoing Agreement and voluntarily executed the same. acknowledged to me that My Term expires: NOTARY PUBLIC Donna M MoDougall Notary Public, State of New Jersey Lic. No. 2408787 My Commission Expires March 30, 2016

- 25 -

#### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 29 of 30

IN WITNESS WHEREOF I have set my hand and seal this <u>1744</u> day of October, 2013, intending to be bound thereby.

DATED:

ace Scherber

Dale Schreiber

New Your L STATE OF NEW JERSEY ) ss: COUNTY OF New York)

On this <u>174</u> day of October 2013 before me personally appeared <u>Dute Scheensun</u> to me known to be the person(s) named herein and who executed the foregoing Agreement and <u>ute</u> acknowledged to me that <u>voluntarily executed the same</u>.

Snuth My Term expires: Mar 30 2014 NOTARY PUBLIC

JANET M. BONELLI Notary Public, State of New York No. 01BO4714761 Qualified in Queens County

### Case 13-13090-NLW Doc 85 Filed 12/30/13 Entered 12/30/13 14:43:58 Desc Main Document Page 30 of 30

IN WITNESS WHEREOF I have set my hand and seal this  $\frac{777}{7}$  day of October, 2013, intending to be bound thereby.

DATED:

On behalf of Proskauer Rose LLP

STATE OF NEW JERSEY ) ) ss: COUNTY OF <u>Lew Jow (c)</u> On this <u>17</u> day of October 2013 before me personally appeared <u>Creage Mashing</u> to me known to be the person(s) named herein and who executed the foregoing Agreement and <u>Le acknowledged to me that</u> <u>voluntarily executed the same</u>.

ARY PUBLIC My Term expires: Mar 30, 20 M