

EXHIBIT F

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “**Agreement**”) has been made and entered into as of this 2nd day of April, 2014 (the “**Execution Date**”), by and between Jonathan L. Flaxer, as Chapter 11 Trustee (the “**Trustee**”) for the bankruptcy estate (the “**Estate**”) of Lehr Construction Corp. (“**Lehr**” or the “**Debtor**”), a New York corporation, having been duly appointed in the Chapter 11 bankruptcy case for the Debtor pending in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), Case No. 11-10723(SHL) (the “**Bankruptcy Case**”), on one hand, and Mercedes-Benz Financial Services USA, LLC f/k/a DCFS USA LLC, servicer for Daimler Trust (“**MBFS**”), on the other hand (where applicable, the Trustee and MBFS are collectively referred to as the “**Parties**” and individually as each “**Party**”).

WHEREAS, the MBFS and the Debtor entered into certain vehicle lease agreements; and

WHEREAS, MBFS filed pre-petition proofs of claim ## 52, 65, 66, 67, 68, 69, and 253 against the Debtor (collectively, the “**MBFS Pre-petition Claims**”); and

WHEREAS, on or about February 20, 2013, the Trustee filed a complaint (the “**Complaint**”) commencing adversary proceeding No. 13-01269 (the “**Adversary Proceeding**”) against MBFS seeking to avoid and recover, pursuant to Bankruptcy Code §§ 547, 548 and 550, transfers in the amount of not less than \$39,302.89 (the “**Transfers**”) from MBFS; and

WHEREAS, on or about March 25, 2013, MBFS filed an answer to the Complaint; and

WHEREAS, MBFS disputes the Trustee’s claims and asserts defenses to the Complaint, including ordinary course of business and subsequent new value; and

WHEREAS, the Parties, in order to save the expense of litigation, and without any acknowledgment of any liability whatsoever, now wish to settle to settle all disputes between them upon the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the covenants and mutual promises and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and covenant as follows:

1. The Trustee shall file a motion seeking entry of an order of the Bankruptcy Court approving this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019. This Agreement shall become effective on the fifteenth (15th) day following entry of an order of the Bankruptcy Court approving this Agreement (the “**Effective Date**”).

2. By April 23, 2014, MBFS shall deliver a total of \$6,000.00 (the “**Settlement Amount**”) to the Trustee by certified funds, certified check or good check made payable to “Golenbock Eiseman Assor Bell & Peskoe LLP, as counsel” (“**GEABP**”), and delivered to GEABP at 437 Madison Avenue, New York, New York 10022, Attn: Dallas L. Albaugh, Esq.,

which amount will be held in escrow by GEABP until the Effective Date. Upon the Effective Date, the Settlement Amount shall be delivered to the Trustee on behalf of the Estate.

3. As of the Effective Date, and in consideration of the terms and provisions of this Agreement, MBFS hereby releases the Estate, the Trustee and any successor chapter 11 or chapter 7 trustee that may be appointed in the Bankruptcy Case, and their respective attorneys, agents, accountants and other professionals (acting in such capacities) (the "**Trustee Releasees**") from any and all actions and causes of action, suits, debts, proofs of claim, obligations, covenants, rights, claims, including any claims under 11 U.S.C. § 502(h), counterclaims, sums of money, judgments, executions, damages, demands, and liabilities of any type or nature, whether known or unknown, suspected or unsuspected, asserted or unasserted, direct or indirect, vested, fixed, contingent or conditional, at law or in equity (collectively, "**Claims**") that MBFS has or ever had against the Trustee Releasees from the beginning of the world to the Execution Date; provided, however, that nothing herein shall be deemed as a release or waiver of the MBFS Pre-petition Claims.

4. As of the Effective Date, and in consideration of the terms and provisions of this Agreement, the Trustee, on behalf of the Debtor and the Estate (including any, Chapter 11 plan representative, or successor chapter 11 or chapter 7 trustee that may be appointed in the Bankruptcy Case), hereby releases MBFS and its attorneys, agents, accountants and other professionals (acting in such capacities) (the "**MBFS Releasees**") from any and all Claims related to the Transfers or to claims under any provision of chapter 5 of the United States Bankruptcy Code, that the Trustee has or ever had against the MBFS Releasees from the beginning of the world to the Execution Date; provided, however, that nothing herein shall be deemed as a release or waiver of any of the Trustee's defenses or objections to allowance of the MBFS Pre-petition Claims other than 11 U.S.C. § 502(d). For the avoidance of doubt, nothing contained herein is intended as a release of any party other than the MBFS Releasees.

5. Within five (5) business days of the Effective Date, the Parties shall file a stipulation of dismissal of the Adversary Proceeding with prejudice, pursuant to Fed. R. Civ. P. 41, as made applicable by Fed. R. Bankr. P. 7041, with each Party to bear its own costs and attorneys' fees.

6. This Settlement Agreement is made pursuant to, shall be governed by, and incorporates herein, the provisions of New York General Obligations Law Section § 15-108 and nothing contained herein shall be construed as a release of any other party.

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

8. The Parties acknowledge that this Agreement represents a settlement of the dispute as herein recited and is not an adjudication of the merits of such dispute. Further, the Parties acknowledge that by entering into this Agreement no Party admits or acknowledges the existence of any liability or wrongdoing, and that no inferences may be drawn from the Agreement in any other litigation or context.

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

10. Each of the undersigned represents and warrants that he or it has full power and authority to execute this Agreement on behalf of the Party set forth above its or his name. The Trustee, on behalf of the Debtor and the Debtor's chapter 11 bankruptcy estate, is authorized to take all actions necessary to effectuate this Agreement. This Agreement is subject to the approval of the Bankruptcy Court.

11. The drafting and negotiation of this Agreement have been participated in by each of the parties, and for all purposes this Agreement shall be deemed to have been drafted jointly by each of the parties.

12. This Agreement may be signed by facsimile or other electronic transmission and in counterpart originals with the same force and effect as if fully and simultaneously signed on a single original document. Copies of signed counterparts transmitted by facsimile or other electronic transmission shall be considered original, executed counterparts for the purposes of this paragraph. This Agreement shall not be effective unless and until signed by all Parties.

13. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court solely for such purposes.

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

14. Breach of this Agreement will subject the breaching Party to liability for such remedies as may be available at law or in equity. The Parties hereby agree that the releases set forth in paragraphs 3 and 4 hereof shall not apply or be deemed to apply to any claims or defenses arising out of any breach, by either Party, of this Agreement.

15. The Parties will bear their own fees, costs, and expenses incurred in connection with the Action and the negotiation and preparation of this Agreement and any other documents necessary to effectuate this Agreement, and no Party shall seek an award of attorneys' fees from any other Party.

16. The terms of this Agreement are contractual and not mere recitals, and no representations have been made which are not contained herein. All prior representations and understandings relied upon by the Parties have been incorporated into the text of this Agreement.

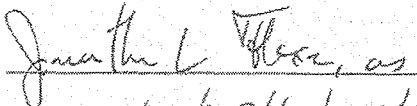
17. Each Party promises to take or cause to be taken all lawful acts to effect the promises, covenants, agreements, and acknowledgements in this Agreement.

18. This Agreement may be amended or modified only by a written instrument executed by both Parties. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a waiver of any other breach.


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

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

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


chapter 11 trustee

MERCEDES-BENZ FINANCIAL
SERVICES USA LLC F/K/A
DCFS USA LLC, SERVICER FOR
DAIMLER TRUST

By: 
Name: Tanya Woody
Title: Recovery Manager